

CONVENTION RELATING TO EMPLOYED SPOUSES OF EXPATRIATE STAFF DECEMBER 21st, 2001

Modified on January 1st, 2009, and updated on April 12th, 2024

- ▶ Between the signatory companies (41), Adisseo Bluestar, Agence Française de Développement (AFD), Air France, Air Liquide, Alstom, Banque de France, BNP Paribas, Boskalis Group, Bouygues-Construction, Cargemini, Carrefour, CMA CGM, Colas SA, Crédit Agricole SA, EDF SA, Egis SA, Engie, Eramet SA, L'Oréal, Michelin, Ministry of Europe & Foreign Affairs (MEAE), Natixis SA, Naval Group, Orange Group, Orano, Pernod Ricard, Stellantis, RATP, Renault Group, Safran, Saint-Gobain, Sanofi, Schneider Electric SA, Société Générale, T.EN Technip Energies, TechnipFMC Subsea France, Thales, TotalEnergies, Valeo, Vallourec and Vinci
(see appendix detailing scope of application of the convention for each signatory company (Group / Subsidiaries))
- ▶ It is hereby agreed as follows, without prejudice to existing provisions that are more favourable in the signatory or member companies of the present convention:
- ▶ Article 1: The employee of a signatory or member company of the agreement, whose spouse or partner ("PACS" - i.e. civil union contract) is sent on expatriation by another signatory or member company of the convention , can benefit from an unpaid leave so as to enable her (him) to follow the spouse or partner abroad.
- ▶ Article 2: This leave entitlement concerns any employee who, at the starting date of the unpaid leave, has completed a minimum seniority of three years in the company.
- ▶ Article 3: The unpaid leave shall be limited to the duration of assignment of the expatriate spouse or partner ("PACS" - i.e. civil union contract) abroad and cannot exceed, in any case, a maximum duration of 5 years.
- ▶ During the unpaid leave, the contract of employment and the seniority right are suspended. The employee shall not be entitled, during the suspension of the contract, to any benefits related to the employment contract.
- ▶ Article 4: The employee shall, at least three months in advance, inform her (his) employer in writing by registered mail with an acknowledgement of receipt of the departure date on unpaid leave.
- ▶ Article 5: Upon return from the leave, the employee will be reinstated to her (his) former position or, if that is not possible, to a comparable position and her (his) remuneration shall be at least equivalent to the one prior to departure. The employee will , six months before the due date, inform the employer of her (his) return by registered mail with recorded delivery so as to facilitate the reinstatement in the former position or, alternatively, the research of a new posting.
- ▶ Article 6: Each signatory or member company of the agreement will define on its own all other implementing provisions.
- ▶ Article 7: The present convention will take effect on January 1st, 2002, and is concluded for an initial period of three years to be renewed yearly thereafter by tacit agreement.
- ▶ Any company that is not signatory to the present convention may subscribe to it. In that case, it will formalize its membership by sending out the application form attached to the present convention , duly signed, through registered mail with recorded delivery to the Cindex. The latter will inform all signatory companies of new memberships and update the list of signatories accordingly.
- ▶ *As from January 1st, 2009, it is hereby specified that any company which wants to subscribe to the present convention will have to be an active member of the Cindex.*
- ▶ Any signatory company may denounce the present convention. Withdrawal from the convention shall be formalized by sending the withdrawal form attached to the present convention, duly signed, through registered mail with recorded delivery to the Cindex. The latter will inform all signatory companies of the withdrawals and update the list of signatories accordingly.
- ▶ The actual withdrawal from the convention shall take effect 3 months after receipt by the Cindex of the written notice through registered mail with recorded delivery. The denunciation of the convention by one of the members would not question its implementation among the other signatory or member companies of the agreement.

APPENDIX

Exhaustive scope of application (Group / subsidiaries)

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- ▶ **ADISSEO BLUESTAR** : Bluestar China and subsidiaries, Adisseo France SAS and subsidiaries, Drakkar Group, Calysseo Ltd, Nutriad and subsidiaries, Fonderies de Bayonne, Innovia and subsidiaries
- ▶ **Agence Française de Développement** : AFD / PROPARCO Group
- ▶ **AIR FRANCE** : AIR France company and its subsidiaries : HOP & TRANSAVIA
- ▶ **AIR LIQUIDE** : in principle, Group and the majority of subsidiaries but to be examined on a case by case basis
- ▶ **ALSTOM** : ALSTOM SA
- ▶ **BANQUE DE FRANCE** : Banque de France not including subsidiaries
- ▶ **BNP PARIBAS Groupe** : BNP Paribas SA, BNP Paribas Cardif, BNP Paribas Personal Finance
- ▶ **BOSKALIS** : Royal Boskalis Westminster n.v. Group and subsidiaries including Atlantique Dragage s.a.r.l.
- ▶ **BOUYGUES-CONSTRUCTION** : BOUYGUES-CONSTRUCTION SA / BOUYGUES BATIMENT Ile de France, Brézillon, Bouygues Bâtiment Construction Privée, Bouygues Bâtiment Rénovation Privée, Bouygues Bâtiment Habitat Résidentiel, Bouygues Bâtiment Habitat Social, Bouygues Bâtiment Ouvrages Publics, ELAN / BOUYGUES ENTREPRISE FRANCE-EUROPE, Bouygues Bâtiment Nord-Est, Bouygues Bâtiment Sud-Est, Bouygues Bâtiment Centre Sud-Ouest, Bouygues Bâtiment Grand Ouest, Bouygues Bâtiment Outre-mer / BOUYGUES BATIMENT INTERNATIONAL / LINKCITY / BOUYGUES TRAVAUX PUBLICS, Bouygues Travaux Publics Région Parisienne, Bouygues Travaux Publics Régions France, Bouygues Travaux Publics Services Nucléaires, VSL / BOUYGUES ENERGIES & SERVICES, Axione / BOUYGUES CONSTRUCTION PURCHASING / BOUYGUES CONSTRUCTION MATERIEL / STRUCTIS
- ▶ **CAPGEMINI** : UES Capgemini
- ▶ **CARREFOUR** : Groupe
- ▶ **CMA CGM** : CMA Ships / CMA Terminals / CMA CGM Logistics / Terminal Link / NOL / APL / ANL / CNC
- ▶ **COLAS SA** : Group and subsidiaries
- ▶ **CREDIT AGRICOLE SA** : Crédit Agricole SA and its subsidiaries
- ▶ **EDF SA and the following French subsidiaries** : ENEDIS, EDF Renouvelables, Framatome, Dalkia, Hynamics, Cyclife
- ▶ **EGIS SA** : Group and french subsidiaries
- ▶ **ENGIE** : ENGIE Group
- ▶ **ERAMET SA** : Eramet SA and its subsidiaries in France Metropolitan.
- ▶ **L'OREAL** : L'Oréal Group consolidated companies
- ▶ **MICHELIN** : Group and subsidiaries worldwide
- ▶ **Ministry of Europe & Foreign Affairs (MEAE, ex MAEDI - Ministry of Foreign Affairs & International Development)** : central administration of the Ministry of Europe & Foreign Affairs (Paris, Nantes) ; embassies and consulates
- ▶ **NATIXIS SA** : Pôle Services Financiers Spécialisés : Natixis Interépargne / Natixis Intertitres / Natixis Factor / Natixis Financement / Compagnie Européenne de garanties et cautions (CEGC) / Natixis Lease / Natixis Car Lease / Natixis Payment Solutions / Natixis Coficiné / Media Consulting Investment (MCI) – Pôle Epargne : BPCE Vie / BPCE Relation Assurances / BPCE Assurances / BPCE APS / AEW Ciloger / Banque Privée 1818 / 1818 Immobilier / Sélection 1818 / Vega Investment Managers / Natixis Asset Management (NAM) / Natixis Global Asset Management SA (NGAM) / Natixis Asset Management Finance / NGAM Distribution (Etablissement Français) / Axeltis / Mirova / Mirova Althelia et Seeyond : sous réserve de l'intégration de ces entités au sein de l'UES « NGAM » / Euro Private Equity France / Naxicap Partners / Seventure Partners / Alliance Entreprendre

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- ▶ **NAVAL GROUP : Group**
- ▶ **ORANGE GROUP : Altenor / Equant France / Générale de téléphone / Globecast France / Globecast Reportages / Inoven / Lexsi / MAIA / Neocles Corporate / Netstaff / Nordnet / Network Related Services holding (NRS) / OCEAN / OCS / OCWs (ex Obian SA) / Orange Application for Business (OAB) / Orange Caraïbe / Orange Cloud for Business (OCfB) / Orange Consulting / Orange Cyber Defense (ex Atheos) / Orange Healthcare / Orange Lease / Orange Marine / Orange Prestations TV (OPTV) / Orange Promotion / Orange Studio / Sofrecom / Soft At Home / Telefact / Viaccess / w-HA / XS Pôle sécurité**
- ▶ **ORANO : Group and subsidiaries**
- ▶ **PERNOD RICARD : Pernod Ricard SA, Pernod Ricard EMEA, MENA HQ, Pernod Ricard France Entities**
MMPJ : Martell, Mumm, Perrier-Jouët
- ▶ **RATP : EPIC RATP**
- ▶ **RENAULT Group : Renault Group**
- ▶ **SAFRAN : Safran Group**
- ▶ **SAINT-GOBAIN : Group application including subsidiaries worldwide**
- ▶ **SANOFI : Sanofi Group**
- ▶ **SCHNEIDER ELECTRIC : Schneider Electric SA**
- ▶ **SOCIETE GENERALE : SGPM, ALD France, ALDI, SGEF Holding, SOGECAP**
- ▶ **STELLANTIS : Auto France STELLANTIS**
- ▶ **T.EN Technip Energies : T.EN Corporate Services, T.EN France, T.EN Normandie, T.EN Ingenierie Defense SAS, Cybernetiix SAS, Cyxplus SAS, Genesis UK, Gygaz SNC, Loading Systems, McPHY Energy SA, Middle East Projects International (Technip MEPI), Oceanide, South Tambey LNG, TP JGC Coral France, Yamgaz, RELY, REJU**
- ▶ **TechnipFMC Subsea France**
- ▶ **THALES : Group including subsidiaries worldwide**
- ▶ **TOTALENERGIES: TotalEnergies Company – Legal entities and subsidiaries France**
- ▶ **VALEO : Valeo Group**
- ▶ **VALLOUREC : Group including subsidiaries worldwide**
- ▶ **VINCI : Vinci Group**

Convention relating to employed spouses of expatriate staff

- ▶ The objective of this convention is to facilitate international mobility of staff by offering a solution to one of the most important barriers for employees going on expatriation : the interruption of their spouse's career.
- ▶ It is an **inter-company agreement** allowing spouses of expatriate staff to take leave without pay for the duration of the expatriation.
- ▶ The principle of reciprocity applies in this context : it is mandatory that the two companies (the one of the expatriate employee and the spouse's one) be active members of the Cindex and signatories to the agreement.
- ▶ Signing up to the agreement is a means for companies to facilitate expatriation of their staff thanks to the other signatory companies which offer a **legal framework** to the spouses during their unpaid leave and upon return to their company. The signatory companies thereby render each other a **mutual service** and are in solidarity with one another. As part of a spouse support program for expatriate staff, the Cindex Convention is a **protective scheme that complements other tools in such program** (job search assistance, trainings, etc ...).

Major principles of the Convention

- ▶ The unpaid leave entitlement is open to spouses or partners ("PACS", i.e. civil union contract) who, at the starting date of the leave, have completed a minimum seniority of three years in their company.
- ▶ The leave shall be limited to the duration of expatriation and cannot exceed 5 years.
- ▶ During the unpaid leave, the contract of employment and the seniority right of the spouse/partner are suspended.
- ▶ The request for unpaid leave shall be sent to the employer at least 3 months prior to the departure date.
- ▶ The employer is to be informed of the return date at least 6 months in advance.
- ▶ Upon return from the leave, the employee shall be reinstated to her (his) former position or, if that is not possible, to a comparable position and her (his) remuneration shall be at least equivalent to the one prior to departure.
- ▶ Implementing provisions that are not specified in the convention are to be defined by each signatory company.

Implementation modalities

- ▶ Formalization of the CINDEX leave shall be handled between the employee requesting the leave and her/his company, in line with the applicable internal procedures.
- ▶ The company of the employee going on expatriation and the CINDEX do not involve in the administrative implementation of the CINDEX leave.

The spouse or partner benefitting from the leave must imperatively inform the CINDEX accordingly



Advantages for the company

Flexibility of implementation

- ▶ In case of existing provisions that are more favourable in the signatory companies, they can be applied instead of the provisions of the convention.
- ▶ Possibility to specify other implementing provisions through an internal application memo : e.g. regarding the maximum duration of 5 years (at one time or on several occasions ; maximum duration per period of absence, etc ...).
- ▶ Possibility to join or withdraw from the convention at any time (with three-month notice).
- ▶ Facilitation of international mobility for dual-career couples
- ▶ Limited risk of losing talents
- ▶ Ease the expatriate employee's return : insurance that her (his) spouse or partner shall be reintegrated in her (his) company

Advantages for the expatriate and his spouse

- ▶ Guarantee for the spouse or partner of having a job upon return.
- ▶ Possibility for the spouse or partner of carrying out a professional activity while on unpaid leave.

SIGNATORY COMPANIES



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