

Sustainable Development Agreement

Preamble

Umicore is committed to a sustainable development strategy that embraces economic, environmental and social objectives in a coherent manner.

In this agreement, Umicore intends to bring together the priorities of its global social policy, in order to confirm its principles of sustainable development, as they relate to social aspects.

Umicore employees are crucial for the Group's global success, and it is therefore essential to maintain mutually beneficial relations and dialogue between all the partners contributing to its development.

Umicore recognizes that its commitment to financial success must take into account the broader economic, environmental and social impact of its operations. Its sustainable development policy therefore notably focuses on the priorities of safe and healthy working conditions, continual improvement of its environmental performance, management and remediation of risks that are the result of historical operations, recycling and disposal of its products and the respect of all ILO core labour standards.

This agreement aims to support Umicore's internationalisation in social matters, in accordance with The Umicore Way, its Code of Conduct and Human Rights Policy.

In order to contribute to the success of this approach, the International Metalworkers Federation (IMF) and the International Federation of Chemical, Energy, Mine and General workers' Unions (ICEM) and their affiliated trade unions will participate constructively with Umicore in seeking and implementing the means to achieve the objectives referred to in this agreement and to respect the agreed commitments, the company's people and assets.



1. Human rights

1.1. Human rights

In accordance with its Human Rights Policy, Umicore fully supports the United Nations Universal Declaration of Human Rights and commits to respecting all International Labour Organisation (ILO) core labour standards.

1.2. Banning of child labour

Umicore undertakes not to employ children in violation of conventions 138 and 182 of the ILO. In any case, Umicore will apply the age of 18 as the minimum age for employment, except in the framework of internship- or vocational training programmes, organised in co-operation with schools and training institutes or approved by the competent authority. Special care will be taken that these young people, with a minimum age of 15, are fully protected and have received adequate safety training and instructions.

1.3. Banning of forced labour

In accordance with ILO conventions 29 and 105, Umicore will under no circumstances make use of forced or bonded labour, such as forced labour by persons placed in an institution, or compulsory labour including labour as a means of political coercion or education.

1.4. Right to organise and collective bargaining

In accordance to ILO conventions 87 and 98, Umicore recognises and respects the freedom of its employees to choose whether or not to establish or to associate with any employee organisation of their own choosing (including labour unions) without Umicore's prior authorisation. The employment of a worker is not contingent upon the condition that he/she joins or not joins a union or be forced to relinquish trade union membership. Furthermore, union membership shall not be the cause for the dismissal of - or otherwise prejudice against - a worker. Umicore will not interfere with or finance labour organisations or take other actions with the intent of placing such organisations under its control.

Umicore subscribes the principles of ILO Convention 135 and Recommendation 143 and recognizes the right of its employees to be represented by labour unions and other employee organisations in order to collectively bargain on employment conditions.

Umicore and the respective employee organisations will co-operate constructively in a spirit of good faith. Even in cases of dispute the goal shall always be to maintain viable co-operation in the long term. This implicates, amongst others, the mutual respect of agreed commitments.

All parties acknowledge that all representative positions defined in the scope of the agreement require that position holders have sufficient knowledge and experience and correct behaviour to deal with sensitive issues.



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1.5. Equal opportunities / Non-discrimination

In accordance to ILO convention 100 and 111, Umicore is committed to an inclusive work culture and appreciates and recognizes that all people are unique and valuable, and should be respected for their individual abilities. Umicore does not accept any form of harassment or discrimination on the basis of gender, religion, race, national or ethnic origin, cultural background, social group, disability, sexual orientation, marital status, age or political opinion.

Umicore shall provide equal employment opportunity and treat all employees fairly. Umicore employees and business units shall only use merit, qualifications and other professional criteria as basis for employee-related decisions in Umicore, regarding for instance recruitment, training, compensation and promotion.

In countries that apply "positive action" programmes or quota on certain minority groups Umicore will follow the country legislation.

2. Working conditions

2.1. Remuneration

It is acknowledged and agreed that all employees are entitled to adequate remuneration (ILO Convention No. 100). Remuneration and all the other benefits are based on the principle of fairness and comply with the individual national legal standards or the standards of the national branches or company collective labour agreements, which ever is higher.

2.2. Working time and paid holidays

Umicore makes sure that the national regulations and agreements on working hours and regular paid holiday are adhered to.

2.3. Health and safety at work

Umicore does not compromise on a safe and healthy working environment for all employees and is committed to offering safe and healthy workplaces in accordance with national legislation. It seeks continuous improvement of its occupational health and safety performance.

2.4. Qualification

The skills and knowledge of the employees are of outstanding importance to Umicore and its striving to safeguard the future. That is why Umicore is committed to promoting measures aimed at the qualification of employees to the extent that the broadening and consolidation of the professional and technical knowledge is relevant for a particular job. In this context, vocational training and employment training are of particular importance and can be seen as a shared responsibility on one hand for the employer to provide the necessary training, and on the other hand for each employee to take up the offered training.



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3. Environment

Umicore integrates sustainable development considerations within its decision making processes with the aim of reducing the environmental impact of its products and operations..

It implements risk management strategies based on valid data and sound science and seeks continual improvement of its environmental performance.

Umicore actively participates in the management and remediation of risks that are the result of historical operations.

It facilitates and encourages responsible design, use, re-use, recycling and disposal of its products.

To achieve the international and individual national environmental standards and to comply with them in practise, Umicore co-operates with the relevant local institutions.

By focussing on recycling, Umicore also strives to make efficient use of natural resources and energy.

4. Implementation of the agreement

- 4.1. The Sustainable Development Agreement applies to all companies of the group in which Umicore has operational control.

It obliges senior management and employees at all levels to comply with, accept and promote the agreed objectives. The responsibility lies with the management of the individual operations, the employees and with the workers' representatives, insofar as such a body exists.

- 4.2. In the subsidiaries where Umicore has a significant presence, but does not exercise control, Umicore undertakes to use all the resources at its disposal in order to promote the principles stated in this agreement.

- 4.3. Umicore seeks business partners whose policies regarding ethical, social and environmental issues are consistent with its own Code of Conduct, which is complementary to this agreement. Umicore supports and expressly encourages its business partners (subcontractors and suppliers) to take into account and apply the ILO core labour standards in their own corporate policy. Umicore takes the view that in doing so it lays the basis for promising future business relations.

- 4.4. This Sustainable Development Agreement will be made available in the usual Umicore languages to the management, the workers' representatives and employees of all operations throughout the Group within the first 3 months of signing. It is communicated via the intranet and via the Business Group - Business Unit reporting lines. All Units and sites ensure that the employees are properly informed and trained if needed.



5. Monitoring the agreement

- 5.1. The unit/site management is responsible for implementing and assuring that the site adheres to this agreement.
- 5.2. According to Umicore's Code of Conduct, all employees have the right and duty to address issues and problems related to this agreement to their superior or, if they deem this is not to be appropriate, to the heads of the Corporate Legal or Internal Audit Departments. This will not be to their detriment neither will it entail any sanctions.

The concerns or complaints may be reported in the preferred language.

- 5.3. At Group level, a specific joint committee is responsible for monitoring the implementation of this agreement. Within this committee, the management will be represented by the Senior Vice President Human Resources and the Senior Vice President Environment, Health and Safety who, in the framework of the joint committee's activities, will directly report to the Chief Executive Officer. Regarding the employees' representatives, they will be represented by 1 representative, representing both the International Metalworkers Federation (IMF), and the International Federation of Chemical, Energy, Mine and General Workers' Unions (ICEM) and by the Chairman of the European Works Council. IMF and ICEM shall provide continuity of their representative. Umicore shall be responsible for expenses of these monitoring committee members in performing their duties.
- 5.4. The joint monitoring committee will meet once a year. At this annual meeting, the external verifier of the sustainable development report will present its verification report. Major complaints about the implementation of this agreement, addressed to or about local and corporate management or employees' representatives, will be reviewed, as well as correction measures taken.
- 5.5. As part of their monitoring competencies, the employee representatives of the monitoring committee can have every year a meeting with the employee representatives of one Umicore site, where employees are represented by delegates of union organizations affiliated to the IMF and/or ICEM. During the monitoring visits, the compliance with the agreement is verified and reviewed. Following such joint mission, the monitoring committee shall prepare a joint report.

6. Validity of the agreement

This agreement enters into force as from the 1st of October 2011 for a limited duration of 4 years.

It can be terminated at the end of the 4-year term by any of the signatory parties by registered letter, subject to an advance notice of at least six months.

Unless terminated as indicated above, the agreement is automatically extended for another 4 years.

In case of merger of the signing employee organisations or merger of one of the signing employee organisations with another employee organisation, the new entity/entities shall automatically be deemed as party to this agreement and subject to its provision until such time as the agreement is renegotiated.



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In the event of differences between the various language versions, the English version will be deemed authentic.

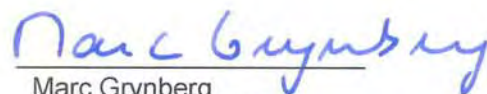
This agreement is governed by Belgian law. Consequently, any disputes will fall within the exclusive competence of the Belgian courts.

Given at Brussels, on the 6th of September 2011, in as many copies as there are signatory parties.



Ignace de Ruijter
Senior Vice-President
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For Umicore



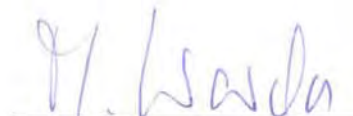
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