

BARCLAYS GROUP EUROPEAN FORUM

AN AGREEMENT dated the 18th day of September 1996 *as amended by a First Addendum dated 25th May 1999, a Second Addendum dated 29th May 2002, an amended Clause 5 dated 25 May 2005, a Third Addendum dated [DATE]* (“the Addenda”) and by certain amendments agreed in 2007 which, together with the content of the Addenda, are reflected in this CONSOLIDATED AGREEMENT dated 18 May 2011

BETWEEN

1) BARCLAYS BANK PLC whose registered office is at One Churchill Place, London, E14 5HP (“Barclays”);

AND 2) the REPRESENTATIVES who are the signatories to this agreement ;

AND 3) such other persons who from time to time are elected or appointed as Employee Representatives under, and for the purpose of this Agreement.

1) INTRODUCTION

The Barclays Group is committed to encouraging dialogue with employees on matters that affect their interests. To develop this communication, Barclays has agreed to establish a European Forum to inform and consult employees about transnational issues which materially affect their interests.

Both parties wish to enter into a voluntary agreement under Article 13 of EC Directive N° 94/45/EC, and set up the Barclays Group European Forum (« BGEF »).

Both parties confirm that this Agreement has been negotiated freely on both sides in good faith, and we believe that to the best of our knowledge the legal requirements of Article 13 of the EWC Directive are met by the terms of this Agreement.

The following sections describe how the BGEF shall operate. Definitions and interpretations can be found as an addendum to the document.

2) SCOPE AND COMPETENCE OF THE BGEF

The BGEF will represent the entire workforce within the European Union Member States, including the United Kingdom.

The BGEF is a consultation and information forum. The purpose of the Forum is to establish a dialogue and exchange of views, and will not include collective bargaining or co-determination. It will not include any issues that relate to a single country, or fall within existing communication procedures at either branch, site, company or national level.

To avoid doubt, the BGEF shall not cover terms and conditions of employment, or individual or collective disputes.

Topics to be discussed at BGEF meetings must be only those concerning transnational issues significantly affecting Barclays Group employees of either, or both the Investment Banking Sector or the Commercial Banking Sector.

3) EMPLOYEE REPRESENTATIVES

- **Composition:**

With effect from the date on which the appointments or elections referred to in Clause 3 have taken place BGEF will comprise 24 Employee Representatives who are employees of the Barclays Group. This number can be varied by agreement to take account of major changes in the Barclays Group structure or companies, with no single country having an overall majority.

The Existing Employee Representatives shall continue to act as the Employee Representatives until the elections or appointments referred to in Clause 3 have taken place. When all of these have occurred, the newly appointed Employee Representatives shall take the place of the Existing Employee Representatives, and become a party to this Agreement by signing a copy of it. As a consequence, the Existing Employee Representatives shall cease to be parties to this Agreement, unless re-elected or re-appointed.

A "Liaison Group" will be formed by and from the Employee Representatives, consisting of 5 members, two from the United Kingdom and 3 from Continental Europe (including Ireland). The Employee Representatives shall determine the membership of this Liaison Group. The role of the Liaison Group shall be to facilitate forum business amongst the Employee Representatives, act as a point of contact with the Secretariat, collate agenda items, liaise in the production of records of meetings and communications, attend Extraordinary Meetings, as set out in Clause 5, and act as a reference point for the Employee Representatives for points of clarification in the interpretation of this Agreement.

The National Secretary of Unite (Amicus section) or their nominee will attend all meetings of the Liaison Group.

The roles and responsibilities of the BGEF Employee Representatives and Liaison Group, the provision of training and Liaison Group facilities are set out in Appendix 2.

The Employee Representatives will be elected or nominated from each country and in the numbers set out in Appendix 3. In addition one representative shall cover the employees within the Investment Banking Sector.

- **Appointment of Employee Representatives:**

The processes for nominating and selecting Employee Representatives will be open to the entire workforce in the countries included. As part of its support for Equal Opportunities, the Group supports the principle that any of its employees working in the countries involved may seek to become an Employee Representative.

Local laws and practice in their respective countries will be used for the selection of Employee Representatives and substitutes where possible. Full elections will be held where these procedures do not exist. Representatives from the United Kingdom will be nominated by the recognised Trade Union, Unite (Amicus section).

When an Employee Representative is elected, or nominated, a named substitute should also be elected or nominated and their name notified to the Secretariat. The named substitute should be elected or nominated in accordance with the same local laws and practice as the Employee Representative for whom he/she is a substitute. This will allow a full complement of 24 members to meet for each Bi-Annual Meeting, as, should an elected (or nominated) Employee Representative be unable to attend meetings, their named substitute should attend in their stead and (save as set out below) will have the same rights and obligations as the Employee Representative for whom he/she is a substitute. The Secretariat must be advised if a named substitute is to attend on behalf of an Employee Representative prior to any meeting. For the avoidance of doubt, a named substitute is not entitled to stand for office within BGEF and may not deputise for a member of the Liaison Group at Liaison Group meetings and/or in their capacity as a Liaison Group member at Extraordinary Meetings.

Whenever a person ceases to be an Employee Representative, he/she shall cease to be a party to this Agreement and have no further rights in connection to it. Whenever a new Employee Representative is elected or nominated to the BGEF, he/she shall become a party to this Agreement by signing it.

- **Term of Office:**

All Employee Representatives and their named Substitutes (including Union nominated seats) will be subject to a maximum term of office of 4 years, unless re-elected in accordance with local laws and practice.

An Employee Representative or Substitute will no longer be a member of the BGEF, and will cease to have any rights under, or in connection with, this Agreement, if he/she:

- leaves the employment of the Barclays Group, or the constituency through which he/she is elected to the BGEF, or
- ceases to be the appointed or elected representative of the relevant works council or other employee representative body who elected or nominated him/her to the BGEF.

Four Substitute representatives for the Liaison Group will be appointed by and from the Employee Representatives, three from Continental Europe (including Ireland), to cover the three (3) full Continental Europe members of the Liaison Group and one (1) from the United Kingdom, to cover the United Kingdom members of the Liaison Group.

The Liaison Group will notify the Management Steering Group as and when it becomes necessary either between Liaison Committee meetings and/or at the meetings themselves for any Substitute representative to replace a full Liaison Group member for a period of time. If a substitute is to attend a Liaison Committee meeting, the Liaison Group will give the Management Steering Group as much notice as possible. During such time as the Substitute is covering for a full Liaison Group member, the duties to be carried out by the substitute shall be as detailed in the previous paragraph of this agreement and the Liaison Group member for whom the substitute is acting will for the relevant period cease to be an active member of the Liaison Group.

4) **BI-ANNUAL MEETINGS OF THE BGEF**

- **Arrangements:**

A full meeting of the BGEF will be called twice a year by Central Management. Each such meeting will last one day. One of these meetings will be held at a convenient date after the publication of the Annual Report of the Barclays Group.

Employee Representatives may hold a preparatory meeting without the presence of Central Management, the day before each Bi-Annual Meeting. They may also hold a post-meeting, immediately after the Bi-Annual Meeting, on the same day.

The Bi-Annual Meetings will be chaired by the Barclays Group Chief Executive or his nominee, and attended by all Employee Representatives, or their substitutes.

The National Secretary of Unite (Amicus section) or their nominee is invited to attend all Bi-Annual Meetings of the full BGEF on a permanent basis.

- **Topics for discussion:**

Topics discussed at the Bi-Annual Meeting must be transnational issues significantly affecting the whole Barclays Group. That is, they affect Barclays Group staff in at least two countries within the European Union Member States, including the United Kingdom.

Typically, topics discussed shall include:

- Barclays Group Financial Results
- Business Performance
- Substantial strategic and organisational changes
- Employment trends
- Mission Statement and Barclays Group Values in the European Member States.

Central Management will decide which items will be included in the agenda, but Employee Representatives may submit items via the Liaison Group to be included to the Secretariat at least 28 days before the meetings.

The Agenda will be circulated in good time for the meetings

- **External Guests**

From time to time it may be deemed appropriate to invite external guests to attend the bi-annual meetings of the BGEF. If external guests are to be invited, the following will apply:

- Invitations will only be extended to a maximum of two external guests from outside of Barclays Group (e.g. non employees) to any full meeting of the BGEF, unless otherwise specifically agreed by the Management Steering Committee;
- External guests will only be invited if deemed appropriate by the Liaison Committee
- External guests will attend as non-participative observers

- External guests will be responsible for their own travel and accommodation costs ;
- All guests (internal or external) will be required to sign the confidentiality agreement along with all other attendees at the start of the meeting.

5) EXTRAORDINARY MEETINGS

Purpose of Extraordinary Meetings

An additional meeting may be called at any time if a transnational issue arises which has a considerable effect on the Barclays Group (an EGM issue). Typically, such issues might include, but not be limited to, the closure or relocation of businesses, mergers, takeovers or collective redundancies, falling within the scope and competence of the BGEF according to Clause 2.

Raising Issues

All members of the Liaison Group and Management Steering Group will be responsible for bringing to the attention of the Liaison Group a transnational issue which would be within the BGEF's scope and competence to discuss at an Extraordinary Meeting, at the earliest opportunity in order that, subject to the local consultation processes, the issue can be brought to the attention of country representatives in the affected countries by members of the Liaison Group and to be dealt with according to the BGEF's scope and competence according to Clause 2.

Responsibilities across Sectors

In continental Europe, country representatives will represent all staff working in that country, whether the issues affect the Investment Banking Sector, the Commercial Banking Sector or the whole Barclays Group. The UK representatives will represent staff in the Commercial Banking Sector only. The Employee Representative for the Investment Banking Sector will represent all employees working in that sector wherever they are so situated.

Liaison Group Requests for Extraordinary Meetings

Any country representative who wishes to request an Extraordinary Meeting must put their request in writing, with reasons, to the Chair of the Liaison Group, who will then be responsible for communicating this request to all other members of the Liaison Group and country representatives of the affected countries that a request has been received.

Following receipt of responses from the members of the Liaison Group and country representatives of the affected countries, the Chair of the Liaison Group will then determine whether a clear majority of the Employee Representatives from those countries affected, plus the majority of the Liaison Group consider

that a formal request for an Extraordinary Meeting should be made. The Chair of the Liaison Group should then communicate the decision to the Management Steering Group.

The Management Steering Group will, wherever possible, communicate its decision in writing within 7 days of receipt of the formal request for an Extraordinary Meeting, on whether the proposed formal request meets the necessary criteria for an Extraordinary Meeting to be held. Its response will be sent to the Chair of the Liaison Group, who will be responsible for circulating it to the Employee Representatives from those countries affected, plus the whole of the Liaison Group. The Chair of the Liaison Group will have 7 days from receipt of the decision from the Management Steering Group to circulate the decision.

The decision of the Management Steering Group may be reviewed by the Director of Employee Relations. In order to review this decision, the Chair of the Liaison Group must send the request for a review, with full grounds to the Director of Employee Relations, within 14 days of receipt of the decision by the Management Steering Group by the Chair of the Liaison Group. The final decision as to whether to agree to the request will rest with the Director of Employee Relations.

The Management Steering Group has a responsibility to establish whether issues fall within the scope of this Agreement, although consent to convene an Extraordinary Meeting following a valid request from Employee Representatives shall not be unreasonably withheld.

Management Steering Group Requests for Extraordinary Meetings

If a transnational issue arises which affects either Sector, an Extraordinary Meeting can be called by a member of the Management Steering Group.

Holding of Extraordinary Meetings

Extraordinary Meetings will be convened by the Management Steering Group within 6 weeks of receipt of any request by the Management Steering Group, that is agreed to by the Management Steering Group/Director of Employee Relations, or as soon as is reasonably practical. In convening the Extraordinary Meeting, the Management Steering Group may arrange for the Extraordinary Meeting to take place adjacent to a BGEF or Liaison Group Meeting which is due to take place in the 6 weeks following receipt of the request for an Extraordinary Meeting by the Management Steering Group, or as soon as is reasonably practical. Meetings will ideally take place in person, but, in exceptional circumstances, may be convened in whole or in part by tele-conference in order to avoid unnecessary delay, and to meet the timescales set out in this clause.

The BGEF being an information and consultation body, the Management Steering Group will use reasonable endeavours to ensure that the Barclays Group is aware of the terms of this clause and, wherever practicable, no decisions regarding the relevant EGM issue are enforced in any of the affected countries until such time as the extraordinary meeting has taken place. However, this may not always be possible.

All Employee Representatives will be advised in advance of the meeting by the Chair of the Liaison Group.

To reflect the Barclays Group's business, and ensure that issues can be discussed with a relevant audience, Extraordinary Meetings will be attended only by those Employee Representatives whose constituencies are directly affected by the issue to be discussed, plus the Liaison Group.

All Employee Representatives from the affected Continental Europe countries (including Ireland) can attend the meeting, and if the sector affected is the Investment Banking sector, the Employee Representative for that Sector may also attend. In the event, however, that one of the countries affected includes the UK, the UK representatives from the Commercial Banking Sector can only attend if the issue affects that sector in the UK.

Employee Representatives due to attend an Extraordinary Meeting may hold a preparatory meeting, without the presence of the Management Steering Group, immediately before the Extraordinary Meeting.

The Management Steering Group and Liaison Group will be jointly responsible for producing the communication after the Extraordinary Meeting, which the Chair of the Liaison Group will make available to all Employee Representatives.

The Secretariat function, and reimbursement of costs, will be provided by sector level management, as appropriate in accordance with Clause 10.

6) PROVIDING RESOURCES FOR THE BGEF

The Secretariat functions of the BGEF Bi Annual Meetings shall be provided and funded by Central Management. The Management Steering Group will be responsible for the facilitation of meetings and for the provision of the Secretariat. The role and responsibilities of the Management Steering Group are set out in Appendix 2

Employee Representatives may be assisted at pre-meetings by one expert paid for by Central Management in accordance with clause 10.

Such an expert shall be a relevant, recognised expert in their field. Experts will not attend the Bi Annual Meetings, or an Extraordinary Meeting, but may be

available to Employee Representatives outside the Bi Annual Meetings on the day of the meeting, if circumstances demand.

The reasonable costs of one expert will be reimbursed by Central Management provided the Secretariat is advised of the name of the Expert and his/her area of expertise in advance, in accordance with clause 10.

Management recognises that participating in the BGEF is an important role, and will support the release of Employee Representatives without loss of pay, and with the provision of appropriate facilities to enable them to fulfill this responsibility.

Suitable training will be provided by the Group for Employee Representatives to fulfill their responsibilities in the BGEF effectively. In accordance with local practice, facilities will be made available for additional relevant training.

7) LANGUAGE

The official work language of the BGEF will be English, and all meetings will be conducted in English.

Suitable interpretation facilities will be provided as required.

Written records of the meeting will be translated centrally into the official working languages of the European Union, and will be made available on request to BGEF members.

A pre-determined budget will be allocated each year for translation purposes, and reviewed periodically.

8) COMMUNICATION

Annual meetings will be tape-recorded and the recording will be held centrally. The Secretariat will produce a record, taking account of comments of the Liaison Group, and will be distributed to members of the BGEF.

Following the Annual Meeting, a communication to all staff will be produced, in English, by the Secretariat and the Liaison Group, for distribution to all European Staff.

Subject to confidentiality restrictions, the communication may be further explained to employees nationally through the usual local communication channels.

Details of the communication channels available are detailed in Appendix 2.

9) CONFIDENTIALITY

BGEF members and experts will keep confidential any information that is specifically presented to them as such. This obligation will continue even after an individual ceases to be a BGEF member. Such information will not appear in the written records of the meeting.

Any BGEF member who breaches this obligation of confidentiality shall be removed from the BGEF, and may be subject to disciplinary procedures. Employee Representatives are also reminded of their contractual responsibility for confidentiality in respect of the Barclays Group business

Central Management reserves the right, during the course of consultations, to withhold price sensitive information, or information that might prove damaging to the Barclays Group or its customers.

In accordance with usual commercial practice, any experts shall be required to sign a letter of confidentiality before discussing BGEF matters, in accordance with Appendix 4.

10) COSTS

Attendance at all BGEF meetings will be considered to be a business trip, as far as the payments of salary, time, travel and accommodation expenses are concerned. These expenses will be reimbursed by Central Management according to local policies and procedures. Reasonable additional expenses will also be reimbursed.

The cost of the meeting, facilities, and interpretation will be borne by the Central Management.

Costs incurred by an expert in connection with giving advice to Employee Representatives on those matters to be discussed at an authorized BGEF pre-meeting, will be funded by Central Management. These costs may include reasonable travel, consultancy time, overnight costs (where an overnight stay is

necessary), and other reasonable expenses up to a maximum stated in an annual budget, set by Central Management.

11) DURATION OF AGREEMENT

This Agreement, as amended, shall continue for a minimum term of 5 years from 29 November 2007.

Six months prior to the end of the 5 year term, the parties shall review the BGEF, with the objective of amending and extending the Agreement for a further period.

After the expiry of the initial 5 year period, either Barclays or the Employee Representatives (voting by two-thirds of all the Employee Representatives eligible to vote and representing at least 50 % of the countries covered by this Agreement) may terminate this Agreement by serving 6 months notice.

If a court finds that this Agreement does not comply with the requirements of Article 13 of the EWC Directive, Barclays reserves the right to terminate this Agreement by giving 30 days written notice to the Employee Representatives. This notice can be given at any time, and shall not amount to a waiver by Barclays of its right to serve such notice.

12) AMENDMENT OF AGREEMENT

The terms of this Agreement can be amended by agreement in writing. Amendments shall be effective if signed by 2/3rds of such Employee Representatives provided that they represent at least 50% of the countries covered by this Agreement.

13) ENFORCEMENT OF AGREEMENT

One or more Employee Representatives may take legal proceedings to enforce compliance with the Agreement provided such an action has been agreed by at least two-thirds of all Employee Representatives eligible to vote, representing at least 50 % of the countries covered by this Agreement.

14) GOVERNING LAW

The laws of England and Wales will be used for the interpretation or enforcement of this Agreement. Both parties agree to be bound by the non-exclusive jurisdiction of the English courts.

15) DEFINITIONS AND INTERPRETATION

The following words and expressions shall have the meanings set out below :

« **Barclays Group** » : Barclays Bank plc and its subsidiary companies operating in the countries listed in Appendix 2.

« **BGEF** » : Barclays Group European Forum

« **BGEF Meetings** » : includes all meetings of the BGEF – pre-meetings, annual meeting, post-meeting, extraordinary meetings.

« **Central Management** » : the Group Executive Committee of the Barclays Group.

« **Changes in Constituency** » : The practicalities are too numerous to detail in the Agreement, but if a new constituency is created, with a substantial presence, a new seat will be allocated to the BGEF. An example might be if the Group established an office of say, 100 employees in a new country.

An increase in staff numbers in an existing constituency will not automatically trigger additional seats. The review mechanism would be at the next annual meeting.

« **Commercial Banking Sector** » : All areas of the Barclays Group established and reporting from time to time within the day to day management control of :

Chief Executive, Global Retail and Commercial Banking
Chief Executive, Barclays Wealth
Group Finance Director
Director, Group Operations and Technology ; and
All businesses not reporting within the Investment Banking Sector

« **Consultation** » : the exchange of views and establishment of a dialogue, in a timely fashion

« **Employee Representatives** » : employees of the Barclays Group who are elected or appointed under this Agreement to become a member of the BGEF. Only such employees have the right to vote to continue, amend, terminate or enforce the Agreement. A list of Employee Representatives as at the date of this agreement is set out in Appendix 1.

« **EWC Directive** » : EU Directive N° 94/45/EC

« **Existing Employee Representatives** » : those representatives who as at the date of this Agreement have been elected as Employee Representative to the Barclays Group European Forum whose names are set out at Appendix 1.

« Investment Bank Sector » : All areas of the Barclays Group not within the Commercial Banking Sector established and reporting from time to time within the day to day management and financial control of :

Chief Executive, Barclays Capital
Chief Executive, Barclays Global Investors

« Local Management »: Management of the specific undertakings within the European Union Member States, uncluding the United Kingdom.

« Local law and practice » : the local laws of the relevant country, or in their absence, the decision of local Country Management, after consultation with local country worker representatives ;

« Management Steering Group » : Barclays Group Managers principally responsible for facilitation of meetings between the BGEF Liaison Group and the BGEF full consultative forum. Also responsible for liaison between the Bank and the Liaison Group.

« Pre-Meeting » : a preparatory meeting of the BGEF members prior to the Annual Meeting without the presence of Management. Where viable, Employee Representatives will travel, and hold the pre-meeting the day before the Annual Meeting.

« Secretariat » : office responsible for the secretariat, clerical and administrative affairs of the Forum. This will be provided by Central Management.

« Sector » : either the Commercial Banking Sector or the Investment Banking Sector,

« Substitute » : a person who is an employee of the Barclays Group employed in the same constituency as the Employee Representative he/she is deputising for.

« Topics for discussion » : broad headings have been included in the Agreement which potentially cover a wide range of issues such as :

Strategic and Organisational Change

Investment in technology
Invesment strategy and divestments
Organisational structure
Closures

Employment Trends

Group HR policy
Training developments

Collective redundancies
Equal opportunities
Short-term assignments

The above is subject to the scope and competence of the BGEF.

« Transnational » : issues affecting more than one country within the European Union, Member States, including the United Kingdom.

« UK Union » : Unite (Amicus section)

« Voluntary Agreement » : Voluntary Agreement under Article 13 for the provision of information and an establishment of a dialogue between the Central Management and employees of the Barclays Group located within the countries listed in Appendix 2, on transnational matters as defined in the scope and competence.

References to a single gender in this Agreement shall include references to both genders.

Signed on behalf of Barclays Bank Plc



Dominic Johnson
Organisational Effectiveness and ER Director, GRB

Date : 19 May 2011

Signed on behalf of the Barclays Group European Forum Employee Representatives



Mike Waterson
Chair, BGEF Liaison Group

Date : 19th May 2011

Endorsement

This Agreement is also endorsed by the following Trade Unions who have acted as advisors to the Employee Representatives in discussions to establish the revised constitution of the BGEF : Unite the Union

Existing Employee Representatives

Signed by the following Employee Representatives who confirm that they are representative of the entire workforce of the Barclays Group in the EU.

Name	Country	Signature
Mike Waterson	United Kingdom	
Tim Harper	United Kingdom	
Julie Theobald	United Kingdom	
Wendy Mersh	United Kingdom	
Christine Howse	United Kingdom	
Ruth Creaney	United Kingdom	
Jean Bass	United Kingdom	
Sarah Ben Diane	France	
Philippe Bergaglia	France	
Sylvie Asselin	Bar Cap	
Monica Brugnoli	Italy	
Silvia De Cecco	Italy	
Miguel Domingo Zurdo	Spain	
Inigio Aramburu	Spain	
Eduardo Medeiro	Portugal	
Luis Miguens Correia	Portugal	
Axel Feck	Germany	
Rolf-Peter Rouff <i>Ruoff</i>	Germany	
Elizabeth Harper	Gibraltar	
Henry Cleary	Ireland	
Letitsia Solomi	Cyprus	
Paulius Navickas	Lithuania	
[To be elected]	Czech Republic	

N.B. At the time of signing, Monaco had no elected delegate.

APPENDIX 2

Agreed Working Arrangements of Barclays Group European Forum (hereafter referred to as BGEF)

This appendix has been drawn up with the purpose of recognising the role and responsibilities of:

- BGEF Employee Representatives
- BGEF Liaison Group members
- BGEF Management Steering Group members

in carrying out relevant duties and in taking part in activities in line with the scope and agreement of the BGEF.

Roles and Responsibilities

BGEF Employee Representatives

BGEF Employee Representatives will be responsible for representing the views of their respective constituencies and in engaging in dialogue & exchange of views in line with the scope of the BGEF agreement. In addition, BGEF Employee Representatives will be responsible for:

- Gathering the views of their respective constituency members on issues within the scope of the BGEF;
- Establishing links and working relationships with BGEF Liaison Group members;
- Liaising with relevant national works councils, where applicable and/or appropriate
- Raising the profile of the BGEF within their respective constituencies, where applicable;
- Maintaining an up to date knowledge and understanding of European issues that may affect and/or impact the work of the BGEF.

BGEF Liaison Group Members

BGEF Liaison Group members will be responsible for:

- Liaising with national works councils and/or national trade unions on matters appertaining to the scope of the BGEF;
- Establishing links and working relationships with BGEF Employee Representatives and Management Steering Group;

- Playing a key role in agenda formulation alongside Management Steering Group for BGEF meetings;
- Increasing the awareness of BGEF activity with Forum members and within their respective constituencies;
- Maintaining an up-to-date knowledge and understanding of European issues that may affect and/or impact the work of the BGEF;
- Seeking to ensure best practice consultation is undertaken in a timely fashion; and
- Joint agreement with Management Steering Group for the publication of communications.

Management Steering Group

The role of the Management Steering Group will, principally, centre around facilitation of meetings between the BGEF Liaison Group and the BGEF full consultative forum. The management steering group will have additional responsibilities to:

- Play a key role in formulating agendas for forum meetings;
- Act as a conduit between the Liaison Group, Forum members and Senior Management;
- Maintain the profile of the BGEF within the organisation;
- Maintaining an up-to-date knowledge and understanding of European issues that may affect and/or impact the work of the BGEF;
- Facilitate feedback from Senior Management to BGEF Liaison Group;
- Work in co-operation with BGEF Liaison Group;
- Ensure business is fully compliant with legislative and agreed procedural obligations regarding consultation;
- Ensuring best practice consultation is undertaken in a timely fashion ; and
- Joint agreement with the Liaison Group for the publication of communications.

Training

It is agreed that BGEF Employee Representatives as described above will be better able to carry out their responsibilities if they are provided with suitable training for the duties and activities they are to carry out. Equally, it is agreed that line managers within the business will be briefed regarding:

- The BGEF forum;
- The responsibilities of BGEF Employee Representatives; and
- The policies & procedures that apply to enabling suitable time off for BGEF Employee Representatives members to undertake their duties and responsibilities.

Suitable training will be provided to BGEF Employee Representatives with appropriate knowledge, skills and understanding regarding:

- Their duties and responsibilities;
- English language training (where requested);

- Communication skills;
- Business developments; and
- European issues.

This is not an exhaustive list. All requests and/or suggestions for training will be considered jointly between Management Steering Group and the BGEF Liaison Group.

Communications

It is agreed that Barclays Group will support the distribution of BGEF material subject to volume, content and frequency of requests through its variety of distribution channels. This may include any/all of the following:

- Barclays Group internal communications magazine such as “The Globe” or its replacement ;
- Existing Internal Newsletters (where applicable) ;
- Use of IT facilities, subject to Barclays Group internal IT security procedures ; or
- Internal E-mail communication channels.

Liaison Group Facilities

It is agreed that BGEF Liaison Group members will better be able to fulfil their duties and responsibilities with suitable support equipment and facilities. For BGEF Liaison Group members, this will include:

- A portable computer with access to internal and external electronic communications;
- Development of a BGEF Internet site, in line with Barclays Group IT Security procedures and protocols;
- Access for international phone/fax lines;
- Quarterly meetings with Management Steering Group; and
- Suitable time off to fulfil the duties as described above.

Composition of the BGEF:

With effect from the date specified in clause 3 the BGEF shall comprise of the following:

	Total
France	2
Spain	2
Germany	2
Portugal	2
Italy	2
Monaco	1
Ireland	1
Gibraltar	1
UK	7
Investment Bank Sector*	1
Cyprus	1
Lithuania	1
Czech Republic	1
Total	24

Definition of the Constituencies:

- *The Representative from the Investment Banking Sector will cover all employees working in that sector, wherever employed within the European Union.
- The Employee Representatives other than those in the UK will cover employees in both Sectors working in the country concerned. The effect of this will be that, in those countries other than the UK where there are employees working in the Investment Banking Sector, the Employee Representative for those countries shall have joint responsibility for representing those employees along with the Representative from the Investment Banking Sector.
- The UK Representatives will represent the employees in the UK Commercial Bank Sector only.

Letter of Confidentiality to be signed by any Experts involved in the BGEF business

Barclays Bank PLC
1 Churchill Place
London
E15 5HP

(date)

Dear Sirs,

CONFIDENTIALITY UNDERTAKING

I acknowledge that the business of the Barclays Group European Forum (« BGEF ») is likely to entail Barclays Group management disclosing to those present information which is of a confidential or commercially sensitive nature. I also recognise that if such information enters into the public domain or comes to the notice of any competitor or any company within the Barclays Group, it could cause substantial damage and/or prejudice to Barclays Group or its subsidiary companies or joint venture partners. I therefore recognise the need strictly to protect and preserve such confidentiality.

In consideration, therefore, for my being permitted to attend any authorised pre-meetings to BGEF Meetings or any subsequent meetings or discussions concerning or arising from matters disclosed at any BGEF meeting, I hereby give the following undertakings :

1. I will not directly or indirectly (i) disclose to any person (other than another current Employee Representative on the BGEF), or (ii) use for any purpose that is not strictly within the scope of the business of the BGEF, any Confidential Information disclosed to me, or which come to my attention, at or in connection with any pre-meeting or any subsequent meeting thereto.
2. Without prejudice to the generality of Clause 1 above, I will not directly or indirectly disclose or communicate to any press or other media any Confidential Information which is referred to in clause 1 above.
3. On my ceasing to be an Employee Representative in connection with the BGEF, I will deliver back to Barclays Group, the ownership of which, I acknowledge, belongs at all times with Barclays Group, all notes, documents and summaries (including all copies thereof) of Confidential Information which came to my attention in connection with the BGEF.

4. I recognise that if I breach any of my above undertakings, I may be subject to exclusion from any BGEF meeting or meetings connected thereto and may face legal action against me.
5. « Confidential Information » means any information which is marked « confidential » (or with a cognate expression) or which Employee Representatives are informed orally or in writing is confidential or of a similar status. The decision of the management of Barclays Group on what information shall be treated as confidential shall be final.
6. My obligations set out in Clause 1 – 3 above shall apply without limitation in time, but shall cease to apply to any information which come into the public domain (other than unauthorised disclosure by any person).

Yours sincerely,
