

**COOPER INDUSTRIES EUROPEAN INFORMATION AND CONSULTATION
FORUM AGREEMENT**

PREAMBLE

Cooper Industries Inc., headquartered in Houston, Texas, through its divisions and subsidiaries, is involved in the manufacture, sales and marketing of a wide range of industrial products in many countries of Europe. Cooper Industries believes that growth and competitive conditions demand that employees be aware of the long and medium term transnational plans of the enterprise, an aim which can only be achieved through a continuous process of information and consultation. Cooper values the input and feedback of its employees as an important contribution to the achievement of corporate objectives and the welfare of the employees. In line with Article 13 of EC Directive 94/45/EC, Cooper Industries has therefore decided to set up a European Information and Consultation Forum which will, it is hoped, permit full consultation between the Management and its employees.

1. Purpose

- 1.1 The purpose of this Agreement is to provide the opportunity to establish a forum which enables the Management of the subsidiaries of Cooper Industries in Europe, hereinafter called "the Company", and the representatives of the employees of such subsidiaries, hereinafter referred to as the "Representatives" to exchange information and views of a transnational nature through a European Information and Consultation Forum hereinafter called the "Forum", as permitted and encouraged by Directive 94/45/EC.

A spirit of mutual cooperation based on trust and respect is essential in order to achieve the objectives of the Forum and the undersigned parties pledge their full support of these principles.

- 1.2 Through a joint understanding of the performance of the business and the operating environment at all levels of the business within Europe, it is

considered that such a Forum will provide mutual benefit to all those involved in disseminating transnational information at local level, where and as appropriate and without prejudice to the confidential nature of same.

2. Framework and Scope

- 2.1 The Forum will cover all operations managed by the Company in Europe.
- 2.2 The Forum will be concerned with an exchange of information and views relating to the business performance, direction and overall strategy of the Company as they relate to transnational operations. In principle, the exchange of information will relate to the following:

- economic and financial situation
- production and sales performance
- substantial changes concerning the structure of the Company
- rationalisation, re-organisation and restructuring issues affecting the Company
- decisions having an effect on general employment and operational conditions
- mergers, acquisitions and sales of companies

Any other business within the scope of this Agreement which may have arisen after the preparation of the agenda for the meeting as provided for in Article 6.9 may be discussed at the meeting of the Forum.

- 2.3 The Forum will not have a mandate to discuss or consider items or matters which are regarded as the prerogative of national or local negotiations and/or consultative processes related to individual operational establishments.
- 2.4 Similarly issues arising from conditions of employment, benefit structures, compensation and/or remuneration issues concerning individuals are excluded from discussion or consideration

3. Geographical Coverage

3.1 This Agreement relates to and covers all the operations of the Company within Europe as set out in *Appendix I*. This list may be modified according to possible changes in the number of operations within the Company and/or in the locations of its facilities.

4. Composition of the Forum

4.1 Membership of the Forum will consist of Representatives of the Company Management and Representatives of employees elected by their fellow employees in accordance with local law, custom or practice.

4.2 The basis of determining the number of Employee Representatives for each operation will have regard to the overall number of personnel employed in each country. In the light of current arrangements, the criteria are:

Number of Employees	Number of Employee Representatives
1 - 500	One
501 - 1000	Two
> 1000	Three

These criteria may be reviewed in the light of developments within the Company.

4.3 On the basis of the current business scope of operations within Europe the number of Employee Representatives are listed in *Appendix II*.

4.4 The Company is entitled to appoint a reasonable number of Representatives of Management, not to exceed ten (10) in number.

4.5 The Employee Representatives will appoint among themselves a Steering Committee of three members which will, during the interim period between meetings, liaise with management. In this regard, one additional meeting may be held prior to December 31, 1996 among Employee and Management Representatives to select the Steering Committee and establish procedures.

5. Membership Criteria

5.1 Only current employees of the Company can be members of the Forum. Representative status ceases upon termination of employment.

5.2 To be considered for membership of the Forum an Employee Representative must have at least 1 (one) year of service with the Company. Knowledge of the English language is not a requirement for representation status.

5.3 Each Employee Representative will serve the Forum for a period of 4 (four) years.

6. Meetings - Administration and Frequency

6.1 The Forum will meet at least once during each calendar year, normally within the first or second quarter of the period. The Company will be responsible for arranging the date, arrangements for the meeting and for notifying all parties in good time.

In the event of extraordinary circumstances likely to have significant consequences for employees in two or more countries the Steering Committee shall be informed and consulted. If needed, a special meeting of the Representatives of the countries involved shall be arranged by mutual agreement between the Company and the Steering Committee.

- 6.2 The Forum will normally be facilitated by the Director - Employee Relations for Cooper Industries or his alternate.
- 6.3 The meeting of the Forum will take place at a location to be decided by the Company.
- 6.4 Arrangements will be made for the Employee Representatives to meet among themselves on the day prior to the date of the meeting.
- 6.5 Arrangements will be made for all the members of the Forum to meet together informally for a dinner the evening prior to the date of the meeting.
- 6.6 The meeting of the Forum will take place on the following morning and will conclude that same day.
- 6.7 The meeting will be held in English as the official language of the Company. An effort will be made to provide interpretation for each language other than English if requested in advance.
- 6.8 The Company will bear all reasonable costs relating to the meeting including accommodation and travel costs for the Employee Representatives and Experts.
- 6.9 Agenda items can be submitted by Representatives to the Company six (6) weeks prior to the meeting, but in any event, a formal agenda and supporting documents will be distributed three (3) weeks prior to the commencement of the meeting of the Forum.
- 6.10 Following the meeting a joint statement will be prepared outlining the main points of discussion raised at the meeting for circulation to all establishments for onward briefing to all employees. Preparation of the statement may take an additional day on the part of some members of the Forum.

6.11 Meetings of the Forum will be considered as "open" unless any matter is identified as confidential. In such case any further discussion on such matters is to be governed by the duty of confidentiality as indicated below.

6.12 In the event a Representative is unable to attend, a substitute Representative may be appointed.

7. Confidentiality

7.1 Whilst free and open discussion is to be considered important to the exchange of information, certain items of discussion for reasons of commercial, legal and operational practice may not be disseminated by the Representatives outside the meeting of the Forum. Such confidentiality will be designated by Management, with the Representatives bound by the duty of confidentiality not to disclose any item so designated outside of the Forum. This obligation will continue beyond the date of the expiry of the Representatives membership of the Forum. Management will state the reasons for confidentiality.

7.2 Any member of the Forum who is found after investigation to have disregarded the duty of confidentiality will have their membership of the Forum revoked immediately and furthermore may be subject to disciplinary action.

7.3 Any member of the Forum so deemed to have misused or divulged confidential information may also be subject to legal action.

8. Non Disclosure

8.1 The Company is not obliged to transmit to the Employee Representatives any information of such a nature that, under objective criteria, would seriously harm the functioning of the Company.

9. Experts

9.1 The Employee Representatives may consult with external experts, as necessary, to perform their role, in the Forum. These experts will consist of one legal, one financial and one industrial relations person.

9.2 Experts may attend the meeting of the Forum if and when matters within their fields of expertise are on the agenda. Experts shall be governed by the confidentiality provisions of Article 7.

10. Status of Agreement

10.1 The Signatories of this Agreement formally acknowledge that the present Agreement, providing for the transnational information and consultation of employees of the Company in Europe, covers the entire workforce within the Company within the meaning of Article 13 of the European Directive 94/45/EC.

The Signatories also formally acknowledge themselves to be fully representative of the Central Management or the employees.

10.2 This Agreement shall be interpreted and construed in all respects in accordance with the current English language version. In the event of any ambiguity or misunderstanding in translation, the English language version will be considered as the authoritative version.

11. Applicable Law

11.1 This Agreement is subject to Irish Law.

12. Duration of Agreement

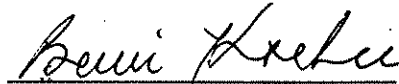
12.1 This Agreement will last indefinitely and may be terminated by either party on giving six months notice to the other party provided that the first date on which this Agreement may be terminated will be December 31, 2000. Any notice of termination given by the Employees Representatives must be signed by a majority of the Employees Representatives. However, there will be a review of this Agreement on or about September 22, 1999.

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Dated and signed this 18th day of September 1996.

Signatories of Central Management


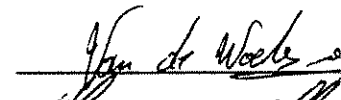
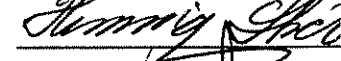




Bernie Koehne
Director - Employee Relations



William Basedow
Associate Director - Employee Relations



Signatories of Employees

COUNTRY	EMPLOYEE REPRESENTATIVES	SIGNATURE
BELGIUM	Freddy Dargent	
	Georges Van De Woestyne	
DENMARK	Henning Skov	
FRANCE	Daniel Petel	
GERMANY	Günter Gepperth	
	Theresia Liedmeier-Sellik	
	Wilhelm Rieger	

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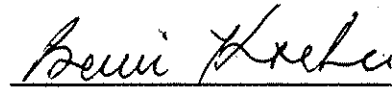
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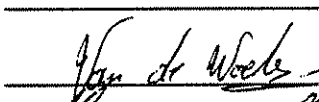

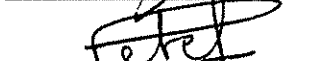


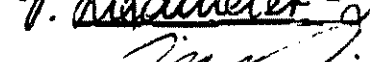

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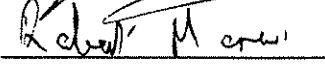
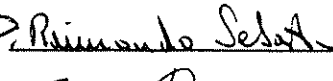
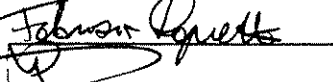
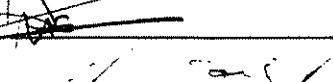
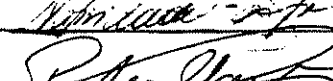
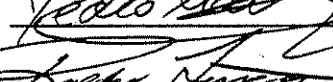

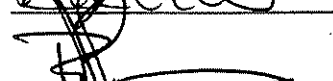
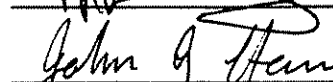

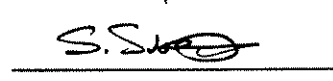

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INTERNAL RULES

These rules constitute the internal regulations of the European Information and Consultation Forum established by agreement dated September 18, 1996. It is understood that the operation of the Forum and the experience thereby gained may necessitate modification of these rules from time to time.

Steering Committee

1. No more than one of the three Members of the Steering Committee may come from any one of the countries covered.
2. The term of the mandate of the Members of the Steering Committee is equivalent to that of the Employee Representatives.
3. A substitute for each Member of the Steering Committee will be appointed by the Forum from among the representatives. The substitutes will only act in the absence of such Member, but will be provided with all documentation issued to Members of the Steering Committee.
4. The Members of the Steering Committee will appoint from among themselves a Secretary, which Secretary will also act as the Secretary of the Forum. The Members of the Steering Committee will also appoint a person from amongst themselves to act as a substitute for the Secretary in the absence of the latter. This person will be one of the permanent Members of the Steering Committee.
5. The Steering Committee will have the following tasks:
 - a) to liaise with the management (and more particularly, as a first step, with the Director, Employee Relations) and monitor all the issues which according to Article 2, fall within the ambit of the Forum;
 - b) to act as a spokesperson of the Forum in relations with the management;
 - c) to agree with management on the formulation of the agenda, principally through the coordination of the Employee Representatives' views at least two (2) months before the annual meeting;
 - d) to propose and agree with management on designated experts as necessary in accordance with Article 9 of the agreement;
 - e) to cooperate in the issuing of a joint statement following the meeting of the European Information and Consultation Forum.

6. The Steering Committee will meet at least once per year preferably at least four (4) weeks before the Annual Meeting of the Forum. In the case of circumstances as provided for under Article 6.1, second paragraph, additional meetings may be held.
7. The intention to hold such a meeting will be notified to the Director, Employee Relations who will be responsible for organizing the time and the place of the meeting.
8. The Company will by agreement supply the Members of the Steering Committee with the materials necessary (for example stationary, secretarial resources, postage and telephones) to allow them to carry out their function. The Company also commits to ensuring that all official communication of the Steering Committee and the Forum meetings will be translated as appropriate.
9. The Members of the Steering Committee will be entitled to appropriate time off in order to carry out their duties, in particular, attendance at meetings. The Members will agree and make such arrangements for time off and travel with local management.

Forum Meetings

1. A substitute for each Employee Representative will be elected as provided for in Article 4.1, which substitute will act only in the absence of such Member.
2. Employee representatives will ensure that the agreed joint statement of the Forum meetings is posted for the information of the employees in the operations which they represent. Alternatively communication of the joint statement may be made according to the local conditions applicable in each operation and subject to agreement with local management.
3. The Company will, on application and after consultation, provide the Forum with the resources necessary in order to ensure the proper functioning of the Forum.
4. The Company will set a date for the annual meeting of the Forum and inform the Steering Committee at least two (2) months prior to the meeting.
5. Employee Representatives will consult with local management with respect to all time off and travel arrangements.