

**Agreement
for the Provision of Information and Consultation of Employees within the
European Operations of Ford Motor Company**

On the basis of the Council Directive 94/45/EC, dated 22 September 1994, specifically with regard to Article 13 of the Directive, Ford Motor Company through Ford-Werke AG and the Central Works Council of Ford Werke AG have concluded the following agreement regarding the establishment of a Ford European Works Council and the information and consultation of Ford Motor Company employees and their representatives within the European Community and other states which have adopted the Directive.

Preamble:

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Central Management and employee representatives recognize the importance of purposeful information exchanges and consultation processes with employees on the basis of a candid dialogue and exchange of views for the business. Profitable growth and a sustained competitive advantage can only be achieved through an informed and committed workforce. In keeping with the Ford 2000 principles, and considering the increasing globalisation of development, planning, purchasing, finance and manufacturing activities as well as with regard to the completion of a single European market employees should, therefore, have the information necessary to support the successful achievement of the Company's goals, as well as to understand the business needs and opportunities and the impact of decisions upon the organisation and employees.

The establishment of the FEWC will, therefore, complement the existing information and communications practices and procedures by providing a forum for information and consultation with employee representatives on a pan-European basis. It will provide the opportunity for issues affecting employees in two or more of the member states to be tabled by either the Central Management or employee representatives, at meetings as described in Art. 6 Para 1 & 2, to ensure that the views of both parties are fully understood. This communication assumes an early information and consultation as far as possible. Central Management and employee representatives will co-operate with good faith and mutual trust. They will respect each others rights and obligations and jointly strive for the success and wellbeing of the Company and its employees.

Art.1 Definitions

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| ° Central management | - Ford Motor Company and its authorised representatives |
| ° Employee representatives | - legitimate employee representatives as provided for by national law and/or practice |

° Information

- regular oral and/or written sharing of data and provision of explanation on such data as a basis for a dialogue concerning the Company as a whole, at European level or within two or more countries covered by this agreement

° Consultation

- regular dialogue and exchange of views between employee representatives and central management and/or their delegates.

Art. 2 Coverage

This agreement covers the entire workforce of Ford Motor Company and its subsidiaries in all member states of the European Union and other European countries, which have adopted the Directive.

Ford subsidiaries in countries associated to the European economic area market may be included at a later stage upon mutual consent.

Art. 3 Establishment of a Ford European Works Council (FEWC)

To further the objectives laid down in the Preamble, a Ford European Works Council (FEWC) for information and consultation of its members by the Central management will be established. In addition, a decentralized procedure for information and consultation will be implemented.

The members of the FEWC collectively reflect the interests of the entire workforce of Ford Motor Company and its subsidiaries in the countries covered by this agreement.

Information and consultation of employees of Ford Fabrieken te Genk (Belgium), Ford Werke AG (Germany), Ford France S.A. (France), Ford Motor Company Ltd. (United Kingdom), Ford Lusitana S.A. (Portugal) and Ford Espana S.A. (Spain) will be achieved through direct membership of their representatives in the FEWC, in respect of the matters covered by this agreement.

Information and consultation on such matters of other Ford Motor Company employees in countries embraced by this agreement will be provided for through appropriate information and consultation processes by local management representatives.

The FEWC is also entitled to information and consultation of the employee representatives of those countries, which are not represented in the FEWC through direct membership.

Art. 4 Charter of the FEWC and the Decentralized Information and Consultation Procedure

The FEWC and the decentralized information and communication procedure are additional instruments for information, discussion and exchange of views on matters of transnational nature without impacting on existing national employee representation rights, procedures and collective bargaining. Areas to be covered include:

1. Company structure and its economic and financial situation
2. Probable business, production and sales development
3. Employment situation and its probable development
4. Investments (Investment programs)
5. Fundamental changes to the organisation
6. Implementation of new work and production processes
7. Transfers of subsidiaries, establishments or major organisation components and transfers of production
8. Mergers or demergers of subsidiaries and establishments
9. Downsizing or closure of subsidiaries, establishments or major substantial organisational components
10. Mass redundancies

The obligation of the Central Management to provide information on the topics as agreed above exists only to the extent, that the provision of such information would not jeopardize business secrets of the company or its subsidiaries and would not, according to objective criteria, seriously harm or be prejudicial to the operations of the company or its subsidiaries.

Employee representatives must not disclose information expressly declared to be confidential to any third party, until it has been officially cleared. This obligation shall continue to apply after expiry of a member's mandate.

The term "third party" does not include the national employee representation bodies of those countries, which are represented in the FEWC.

Art. 5 Composition of the FEWC

The FEWC will consist of 18 employee representatives according to the following allocation:

<u>Country</u>	<u>Representatives</u>
Belgium	3
Germany	5
France	2
United Kingdom	5
Portugal	1
Spain	2

Representatives shall be employees of Ford Motor Company and its subsidiaries.

In countries with established plant or company level employee representation bodies (i.e. Central Works Council, General Convenor/Shop Steward Committees, Comité Central d'entreprise, Conseil d'entreprise, Ondernemingsraad, Comité de empresa, comissoes de trabalhadores etc) the representatives are nominated by those bodies. In countries, where no company-internal representation bodies exist, representatives are nominated by the respective unions involved.

In addition, up to three experts may be nominated, who participate in FEWC meetings in a consultative role.

The FEWC will elect a Chairman and a Deputy Chairman from among its members for a period of four years.

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In addition, the FEWC may elect a Select Committee from among its members, consisting of the Chairman, the Deputy Chairman and one other member.

Up to two experts may attend the meetings with the Select Committee in an advisory role.

The Select Committee will prepare the meetings of the FEWC on behalf of employee representatives.

The mandate of a member begins with his/her appointment.

The members of the FEWC may be appointed or recalled by the appropriate national employee representation body at any time, irrespective of any terms.

The Central Management shall be informed of the composition of the FEWC without delay.

The FEWC may adopt its own rules of procedure.

Art. 6 FEWC Meetings

Meetings with the Central Management and the FEWC will be held once a year. Unless otherwise agreed by the parties, the venue for the meetings of the FEWC with the Central management is Cologne, the site of the Central Management's agent.

Additional meetings may be agreed between the Central Management and the FEWC as and when exceptional circumstances with considerable implications for the employees arise.

The agenda for the FEWC meetings will be agreed between the Central Management and the Select Committee and distributed to all participants normally at least four

weeks before the meetings. This period does not apply to additional meetings convened due to exceptional circumstances.

In preparation for the joint meetings the members of the FEWC may hold a pre-meeting. This preparatory meeting will take place one day prior to the joint meeting.

During the first four years after its establishment the FEWC is entitled to convene an internal meeting once a year.

The joint meetings between the Central Management and the FEWC will be minuted. The minutes will subsequently be distributed to all participants and will be included in the decentralized information and communication procedure.

The Select Committee will meet with the Central Management as required and may have an internal meeting before the joint meetings.

FEWC meetings shall not affect the prerogatives of Central or local Management.

The agent of the Central Management is Ford-Werke AG. Through its Chairman of the Management Board it will determine Company representatives for participation in FEWC meetings as appropriate. These representatives will be employees of Ford Motor Company or its subsidiaries but need not be employees of Ford-Werke AG.

Art. 7 Language

The company language for the FEWC meetings and all related material is English.

A simultaneous translation service will be provided for the joint FEWC/Central Management meetings and FEWC preparatory meetings. In addition, oral and/or written translations are provided for the decentralized information and communication process, as locally required. It is agreed that the texts written in the English language will serve as a basic reference in the event of any problem with understanding or interpretation.

The Central Management will ensure that particular nuances of the English language and the Ford nomenclature are taken into account accordingly.

Art. 8 Costs

Expenses related to the organisation and conduct of the joint meetings of the FEWC and the Select Committee with the Central Management, the FEWC /Select Committee preparatory meetings and other meetings agreed with/by the Central Management will be borne by the Central Management.

Related travel expenses incurred by the FEWC members will be reimbursed by their home companies according to existing local policies.

Expenses related to the use of Ford-internal communication systems (telephone, telefax, computer etc.) by the members of the FEWC are borne by the national companies.

Expenses relating to the decentralized information and consultation process will be borne by the respective local management.

Travel expenses incurred by experts are borne by the Company to the extent that they relate to their participation in FEWC preparatory meetings or joint meetings of the Central Management with the FEWC or Select Committee.

Any other expenses resulting from consulting external experts will be paid by the company, if such consultation has been agreed with the Central Management in advance.

Art. 9 Protection of Representatives

Employee representatives, while executing their role and responsibilities under this agreement, will enjoy the same protection as it is provided for in their respective local national legislation and practice.

Art. 10 Final Provisions

The agreement is indefinite. It may be terminated by either side with a notice period of 12 months to the end of a calendar year, for the first time as per December 31, 2002.

The agreement will however continue to apply until the conclusion of a new agreement.

Should new developments in national legislation and/or at EC level after the Directive 94/45/EC arise, this agreement shall continue to apply. Amendments as deemed necessary will be agreed in mutual consent and in recognition of mutual interests.

Place of jurisdiction is Cologne.

Date: September 16, 1996

For Ford Werke AG:

For the Central Works Council of Ford Werke AG:

WW Boddie

H. Boddie

W Kuckelkorn

W. Kuckelkorn
20.9.1996
20. September 1996

LD Gorman

L. Gorman

Prof. Dr. W Kalkert

W. Kalkert

For Ford Motor Company:

KC Magee

KC Magee

R Parry-Jones

R Parry-Jones

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Declaration

The employee representatives of the Ford Companies listed below welcome the above agreement and fully subscribe to it:

For:

Comité Central d'Entreprise

Comissooes de trabalhadores

Comité de empresa

Ondernemingsraad

NJNC/JSUNNC

Comité Central d'Entreprise

Ford France S.A.

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Comissoes de trabalhadores

Ford Lusitana S.A.

Comité de empresa

Ford España S.A.

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Ondernemingsraad

Ford-Werke AG, Fabrieken te Genk

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NJNC/JSUNNC

Ford Motor Company Ltd., UK

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