

The five years Programme Agreement between Holcim Viet Nam and IUCN Viet Nam, signed on 15 February 2008, defines the key element of the relationship.

Extracts of the Agreement are provided below:

1. Overall purpose

The overall purpose of this Agreement ("Agreement") is to enable the Parties to build a lasting relationship to implement robust ecosystem conservation standards for Holcim Viet Nam, contributing to group- and sector-wide improvements in the cement and related sectors.

2. Strategic Objectives

The strategic objectives of the collaboration between the Parties, within the framework of the Global Agreement, are to:

- a) Review and assess the approach of Holcim Viet Nam to biodiversity conservation management, establish the gap with the standards set at corporate level, and implement a comprehensive biodiversity strategy within the framework of the corporate biodiversity policy and strategy to be developed for the Holcim Group under the Global Agreement;
- b) Explore, identify and develop joint local initiatives of mutual interest and benefits, particularly those supporting sustainable livelihoods and biodiversity conservation;
- c) Promote good practice by sharing the learning with the wider industry and conservation communities in the region.

3. Specific areas of cooperation

In the pursuit of aforementioned objectives, the Parties shall cooperate in the following two work streams:

3.1 At policy level:

Integration of environmental considerations (Corporate Environmental and Social Responsibility - CESR) across the Holcim chain in Viet Nam including:

- Facilitation of engagement with the wider CESR agenda;
- Facilitating dialogue among private sector, government and civil society.

3.2 At field level:

- Integrated karst management close to the Holcim site in the Ha Tien plains.

In addition, the Parties may explore the feasibility of a fund mechanism to enable any other project or activity, as they may agree in writing, consistent with the overall purpose of this

Agreement. Among others, these may include the joint organization and/or participation in relevant events such as training courses, conferences and meetings.

4. Implementing the cooperation

4.1 The Programme Coordinator of IUCN Viet Nam and the Corporate Occupational Health and Safety & Environment (OHS &E) Director of Holcim Viet Nam shall be responsible for the management of the overall relationship as well as the coordination of all the different projects to be implemented under this Agreement (hereinafter referred to as “management focal points”).

4.2 A dedicated Relationship Manager from each side shall be appointed to handle the day-to-day management of the projects on behalf of the parties. The Relationship Managers shall report to the nominated management focal points as stated in 4.1.

4.3 IUCN Viet Nam shall facilitate and co-ordinate the implementation of conservation activities for Holcim Viet Nam in and around Holcim sites. In so doing, IUCN Viet Nam shall work closely with local authorities and communities to align with local plans and engage with key local stakeholders in the process.

4.4 An annual work plan and annual budget for each successive year shall be prepared and approved before the commencement of each year. The Relationship Managers shall draft the annual work plan and annual budget. Annual work plans and budgets for successive years shall be submitted by 1 September of the preceding year, to the Parties for approval. The annual work plan shall be reviewed every quarter.

4.5 For the first year (2008) in the term of this Agreement, the selected projects, their budget summary and workplan are provided in Annex 1. Further programme details are provided in the attached Programme Proposal, which is appended to this Agreement and forms an integral part of it.

4.6 Both parties agree to apply a “rolling planning approach”, in which the detailed yearly work plans and budgets are based upon the results obtained in the preceding year.

4.7 The Relationship Managers will ensure coherence and synergy in organization-wide collaboration.

4.8 The activities for *ad hoc* engagement that cannot be specifically envisaged at this stage shall be discussed and agreed, along with the necessary budget and financing, between the Parties on a case-by-case basis.

6. Measures to strengthen the capacity of partners to implement their commitments

6.1 Secondments between the parties shall be considered on a case-by-case basis. The Terms of Reference and terms and conditions for each secondment shall be developed and agreed in writing between the Parties prior to the commencement of the secondment.

7. Governance

7.1 The overall relationship shall be governed by a Steering Committee composed of up to three (3) representatives from each Party including IUCN Viet Nam Country Representative, and the CEO of Holcim Viet Nam and the focal persons of the two organizations.

7.2 The Relationship Managers shall be an *ex-officio* member of the Steering Committee and shall serve as its secretaries.

7.3 A minimum of two (2) Steering Committee meetings shall be held annually at venues to be agreed by the Parties. The meetings shall be co-chaired by the most senior

representatives of IUCN Viet Nam and Holcim Viet Nam present at the meeting. Guests may be invited.

9. Transparency and confidentiality

9.1 The Parties commit to transparency in this Relationship. Neither Party shall unreasonably hold information confidential. However, where for commercial, strategic or other reasons, one Party designates any information confidential, the other Party shall abide by the confidentiality requirements with respect to such information.

13. Evaluation and review

13.1 The relationship established through this Agreement shall be reviewed annually by the Steering Committee and its findings shared with the Relationship Managers, the respective management focal points and the Corporate Relationship Managers from IUCN and Holcim headquarters.

13.2 Together, the Relationship Managers shall determine the application of relevant relationship indicators developed at Corporate Level and the addition of local practical indicators and shall advise the Steering Committee, no later than its second meeting, of such indicators against which progress shall be assessed.

13.3 The Relationship Managers shall be responsible for ensuring that data is generated and gathered in a form and manner that enables an objective assessment of the progress by the Steering Committee.

13.4 At the end of the fifth year and prior to the Expiration Date, an external assessment of this Agreement shall be undertaken, which shall form the basis for defining the need, nature and scope of a possible follow-up agreement.