

**MEMORANDUM OF UNDERSTANDING**  
**Ramsar – DANONE EVIAN**  
**“ECOLE DE PROTECTION DE L’EAU”**



Between

**GROUPE DANONE and one of its affiliated company Société Anonyme des Eaux Minérales d’Evian**  
Hereafter referred to as « EVIAN»

AND

**Ramsar Convention on Wetlands**  
Hereafter referred to as « Ramsar »

*(Together referred to as the « Parties »)*

**RECITALS**

EVIAN has worked in partnership with Ramsar through a Protocol signed in 1998.  
An Evian Fund for Water, was established in 2002 to assist the Convention in its work on the wise use of water resources and wetlands.

In order to make a significant long-term contribution to the restoration and conservation of important water ecosystems and to the sustainable development of the communities that depend on them, EVIAN is to launch a new international program called “Ecole de Protection de l’Eau” (and corresponding translations) under the aegis of Ramsar and in collaboration with the national and international organisation partners of Ramsar. EVIAN and Ramsar intend to promote a hands-on approach in order to get local players involved in the following mission statement: help maintain and/or restore the ecological character of wetlands, promote the well-being of local communities living by wetlands and promote fair access to resources, develop the sharing of expertise on the sustainable and collaborative protection of water resources and encourage the active involvement of local communities in wetland management (the “Programme”).

In this context, EVIAN will develop this Programme whereby the brand will, in exchange for the right to use Ramsar’s name and logo and to enhance the partnership on branded products and on related promotional and advertising material across certain media, underwrite certain field projects in furtherance of its stated mission (the “Project”).

**OPERATIVE PROVISIONS**

**I. STEERING COMMITTEE**

The Parties shall set up a joint steering committee (the “Committee”) so as to identify eligible field projects, budget allocation per project and schedule of payment, performance schedule for each project (the “Selected Projects”) and reporting review falling within the parameters of the Programme. The Committee shall work on the basis of the workshop results on the Ecole de Protection de l’Eau Charter (meeting of 7 June, 2007) which will be transmitted by EVIAN to Ramsar, and which when complete will form a component part of this memorandum. The Committee shall be composed of members representing EVIAN and Ramsar in an equal manner.

**II. FUNDING**

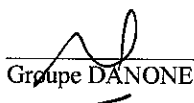
II.1 EVIAN shall make available for the funding of Selected Projects a donation of 250 000 € taxes excluded per Contractual Year (as such term is defined in Article IV hereinbelow).

The 250 000 € taxes excluded flat sum shall be invoiced by Ramsar in two instalments, as follows :

- 100 000 € at the date of signature of the present Memorandum of Understanding,
- 150 000€ on February 1<sup>st</sup> 2008.

and paid by EVIAN within 60 days upon receipt of the corresponding invoices.

  
SAHME

  
Groupe DANONE

  
Ramsar

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II.2 In addition, a donation of 0,00025 € per Liter of Evian water sold, shall be paid by EVIAN for the funding of the Selected Projects.

- in France : At the end of the Contractual Year, Evian shall notify to RAMSAR the quantity of Evian water liters sold in France during the Contractual Year. RAMSAR shall send to EVIAN the corresponding invoice which shall be paid within 60 (sixty) days upon receipt. The Parties hereby agree that, for France, this additional donation shall not exceed 250 000 € taxes excluded.

- In the event other countries than France would join the Programme, similar additional donation calculation mechanism shall be applied.

### III. PUBLIC RELATIONS AND COMMUNICATION

III.1 Each Party shall have the right to refer to the other Party by its name / acronym and logo as depicted hereabove, for the duration of the present Memorandum, within the scope of the present Memorandum, in the Territory hereafter, and on all media (such as Evian bottles - all formats - and shrinks; TV commercials; Advertorials; Public Relation materials; Press; Premiums - magnets, *etc.*; Radio; Billboards; and website dedicated or in relation to the Programme and newsletter related thereto).

III.2 Each Party shall make all standard representations and warranties in favour of the other Party with respect to the validity and non-infringing nature of its name/acronym and logo as shown hereabove.

III.3 Each Party undertakes to communicate on its Partnership in order to promote the Partnership and the Project and to refer to the financial support provided by EVIAN to Ramsar. Each Party undertakes to clear any such communication with the other Party for agreement before any publication.

### IV. TERM

This Memorandum enters into force as of its date of signature and shall remain in full force and effect until December 31, 2008.

The period between the date of signature hereof and December 31, 2008 shall be referred to as "Contractual Year 1". Three months before the end of the Contractual Year 1 the Parties have the option to renew this Memorandum for an agreed period.

### V. TERRITORY

The territorial scope of this Memorandum and the Programme is worldwide.

### VI. EXCLUSIVITY

During the term of this Memorandum, Ramsar shall not conclude any equivalent partnership alliance with any EVIAN competitors, that is to say, companies dealing with water and non alcoholic beverages, without prejudice to Ramsar's right to receive all passive funds or donations from such companies.

### VII. MISCELLANEOUS

VII.1 Any information conveyed to one Party by the other Party in the performance of this Memorandum and/or the Programme shall be deemed confidential and shall be treated as such by the receiving Party.

VII.2 This Memorandum shall be governed by French law (without regard to conflict of laws rules). In the event of litigation in respect hereof, the Parties agree that the *Courts of Paris* shall have exclusive jurisdiction thereover.

Done on the 27<sup>th</sup> of July 2007

#### SAEME

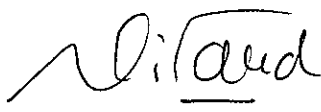
Jean-Pierre DEFFIS  
General Manager



SAEME

#### GROUPE DANONE

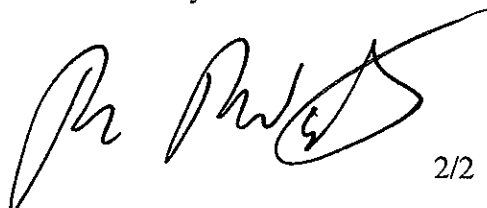
Bernard GIRAUD  
Sustainable Development and Social  
Responsibility Director



Groupe DANONE

#### RAMSAR

Peter BRIDGEWATER  
Secretary General



Ramsar