

The framework agreement between the Standard Fruit Company de Costa Rica S.A. and Coordinadora de Sindicatos Bananeros de Costa Rica (confederation of banana workers' trade unions in Costa Rica (COSIBA-CR))

STANDARD FRUIT COMPANY DE COSTA RICA S.A., hereinafter and for all purposes referred to as the “**COMPANY**”, and **COORDINADORA DE SINDICATOS BANANEROS DE COSTA RICA**, hereinafter and for all purposes referred to as **COSIBA**, have, as a result of meetings between the parties agreed to sign this framework agreement on fundamental aspects with respect to trade unions and environmental protection.

Background:

- a) The parties are in agreement on their view of the workers' freedom to join trade unions, in accordance with, and by the application of international rules and national legislation in this area, pursuant to the laws in the Republic of Costa Rica and the International Labour Organisation's (ILO's) international conventions, which have been ratified by our country.
- b) The company shall apply its policy for corporate social responsibility.
- c) The parties have a common interest in preventing the pollution of water and improving the environment on the plantations and adjacent local communities.

Standard Fruit and COSIBA-CR have therefore entered into the following framework agreement with regard to their relationship:

ABOUT THE FREEDOM TO JOIN TRADE UNIONS IN ACCORDANCE WITH THE LABOUR LEGISLATION IN COSTA RICA

- 1) Without being the only rules that are applicable, the rules in Article 69, letter k), Article 70, letter c), and Article 363 of the Labour Act, as well as the rules in the international conventions from the International Labour Organisation (ILO): Convention nos. 87, 98 and 135.
- 2) COSIBA shall inform its trade unions so that they can engage in normal trade union activities. In addition, Standard Fruit Company de Costa Rica S.A. shall ensure that trade union leaders are not subjected to any form of discrimination and give them free access to workplaces and the workers' living quarters, so that they can hold the meetings they feel are necessary, provided the company's normal operations are not affected and without interruption of the work that is being performed.

- 3) In the event that any disputes arise on the use of the aforementioned item, the parties are obligated to resolve such disputes quickly, so that they do not interfere with the common interests mentioned in this agreement.
- 4) The company shall also respect the legal authorities with respect to the economic/social representation of the trade unions in COSIBA on behalf of their members, and respond to any inquiries that each individual trade union and/or the workers' representatives make on behalf of its members. The specific items shall be analysed together with the administration of each plantation, after a written request for a meeting.
- 5) The parties are obligated not to send out any notices or international campaigns that can affect the company's or trade union's reputation without first directly contacting the other party to discuss the matter with an aim to fulfil what has been laid down in this agreement.
- 6) The parties shall keep a channel open for dialogue, and for this purpose they shall elect a follow-up committee consisting of three persons from each party who will meet on a regular basis at least three times a year to evaluate the progress of, and fulfilment of the obligations they undertake in this agreement. In addition, the parties are obligated to hold extraordinary meetings when this is necessary, as long as the agenda is set at least eight calendar days in advance.
- 7) The company shall adopt a neutral position with regard to what organisation the workers decide to belong to. Consequently, the company shall not engage, through its administrative personnel or third-parties or institutions, in any anti-trade union activities.

SUPPLIERS

In the event of any complaints from COSIBA regarding subcontractors, Standard Fruit is obligated to hold meetings with the supplier to make this fact known and to find a solution in accordance with national law, international ILO conventions that have been properly ratified and the obligations that have been agreed on in the sales contracts for fruit. If this procedure is attempted without result, the company shall bring the parties together in an attempt to find solutions in accordance with the spirit of this framework agreement. The company has a time limit of 30 calendar days to implement these procedures.

ON THE ENVIRONMENT

The company also undertakes to fulfil the local and international laws that apply to the company's operations in Costa Rica, and to do its utmost to maintain the certifications for handling environmental questions in accordance with the EurepGAP standard for "best practices" in agriculture and production. In connection with this plan of action, the programmes for handling solid and liquid waste, handling of agricultural chemicals and

all hazardous substances, protection of water and forests have the highest priority for the company.

SCOPE OF THIS AGREEMENT

This agreement applies to the plantations that are owned by Standard Fruit Company de Costa Rica S.A., as well as the plantations that Standard Fruit Company de Costa Rica S.A. has interests in.

COMMUNICATION MECHANISMS AND FOLLOW-UP OF THE AGREEMENT

The parties shall keep a channel open for dialogue so that any dispute that may arise in connection with this agreement can be disclosed to the parties and the dispute can be resolved immediately.

PRINCIPLES FOR INTERPRETATION OF THE AGREEMENT

The following principles apply as sources for interpretation: GOOD FAITH, MUTUAL RESPECT, BUILDING TRUST, SOCIAL JUSTICE AND PROTECTION OF THE ENVIRONMENT

VALIDITY OF THE AGREEMENT

This agreement enters into force as soon as it has been signed by the parties and for an indefinite period of time, until one of the parties gives written notice of his intention to amend or terminate the agreement, at least thirty calendar days in advance. For each year the agreement has been in force, the parties shall meet to review the agreement.

As witnesses to the above, we sign this document in Siquirres, Costa Rica, on 27 March 2007.

For Standard Fruit Company de CR:

Jorge Luis Viquez Méndez

Juan Carlos Rojas Zeledón

For COSIBA:

Ramón Barrantes Cascante

Gilbert Bermúdez Umaña

Jorge Luis Barboza Jiménez

René García Miranda

Witnesses:

Magne Svartbekk
BAMA GRUPPEN AS