



Cooperation Agreement

This cooperation agreement (hereinafter referred to as the “Agreement”) is entered into force on 11th December 2013.

Between

1. **Pernod Ricard**, a limited liability company (*Société Anonyme*) duly incorporated and organized under the laws of France, having its registered office at 12, place des Etats-Unis, 75783, Paris, France, for purposes hereof duly represented by Danièle Ricard, Chairman of the Board of Directors, Pernod Ricard Group, hereafter referred to as “**Pernod Ricard**”

and

2. **Erasmus Student Network AISBL** (BE.0876.728.263) having its seat at Rue Hydraulique 15, B-1210, Sint-Jost-ten-Node, Brussels, Belgium, for purposes hereof duly represented by the President Stefan Jahnke, hereafter referred to as “**ESN**”

Pernod Ricard and ESN will be jointly referred to as the “**Parties**” and individually as a “**Party**”;

Whereas:

- a. Pernod Ricard is a producer of beverage alcohol. As part of its corporate social responsibility, Pernod Ricard actively promotes moderate and responsible alcohol consumption.
- b. ESN is an organization whose purpose is to support and develop student exchange, and to enrich society through international students. ESN cares about the health and security of its members, also ensuring social events and activities with regards to alcohol consumption.
- c. Through cooperation in the Responsible Party Program (the “Program”), the Parties aim at jointly promoting responsible drinking within ESN social activities and festive events raising awareness about the



effects of excessive or inappropriate drinking habits, without commercial objectives, and they wish to lay down in writing the terms and conditions that will be applicable in this Agreement.

Recitals

(1) Pernod Ricard has observed that while young adults' average alcohol consumption has been decreasing in the European Union, "binge drinking" has become a problem, among young adults in some countries (cf. The 2007 European School Survey Project on Alcohol and Other Drugs (ESPAD) Report: Substance Use Among Students in 35 European Countries).

(2) In order to address this issue, Pernod Ricard has notably in the past cooperated with a group of students from the Lausanne Hostel School to create a toolkit the purpose of which is to help young adults to organize more responsible parties for persons of legal drinking age (the "Toolkit"). This Toolkit is a compilation of selected "best practices" observed in student associations of fifteen renowned European universities.

This initiative is part of a specific program, the Responsible Party program. Responsible Party is a prevention tool to be implemented during student parties as a label of the party and not as the main topic of the party. By signing this agreement, Pernod Ricard and ESN wish to implement, develop and promote this Program in Europe.

(3) Pernod Ricard's participation in this not-for-profit Program is part of its global corporate social responsibility commitment.

ESN and Pernod Ricard's common understanding is that this convention is only aimed at promoting responsible drinking in ESN social activities and festive events.

(4) Both Pernod Ricard and ESN have a decentralized structure. They acknowledge that the final decision regarding the implementation of the Program in any specific country belongs to the relevant local/national affiliates of Pernod Ricard and the National Boards and local sections of ESN, which must all respect the non-commercial, non-profit character and scope of the Agreement. Neither the name of the company Pernod Ricard nor the brands of any of its affiliated products should be promoted in the implementation of the Responsible Party program and the communication toward students. However, Pernod Ricard will retain the right to communicate externally to non-student audiences about its involvement in the program.

Furthermore, the parties acknowledge that individual European countries have their own laws and regulations which are likely to influence the way the Program may be implemented.

(5) Pernod Ricard intends to financially support the Program by covering the reasonable costs incurred by the creation of the Toolkit, in accordance with Article 7 of this Agreement.

Other charges incurred in connection with the development of the Program may be assumed by local/national Pernod Ricard affiliates in accordance with Articles 4 and 7 of this Agreement.

Based on the above, it is agreed as follows:

Article 1. Purpose of the Agreement

The purpose of this Agreement is to define the terms of the relationship between Pernod Ricard and ESN with the common objective of developing and promoting the Program in Europe through relevant local/national affiliates of Pernod Ricard and National Boards and local sections of ESN.

Article 2. Term and effective date



This Agreement has a renewable term of one (1) year starting 11th December 2013. The Parties will meet at least thirty (30) calendar days before preceding the end of the present Agreement in order to reach a decision concerning its potential renewal. Either Party may however terminate this Agreement at the end of the one-year term upon written notice sent to the other at least thirty (30) calendar days prior to such term.

Article 3. Obligations of ESN

ESN is committed to implementing the Program by:

- 3.1 Promoting it among its National Boards and local sections as long term partnership between the Parties consisting of the organization of several parties and not one-shot events;
- 3.2 Acting as a leader and an example for this Program;
- 3.3 Providing necessary information, support and coordination to all the ESN sections willing to implement the Program;
- 3.4 Providing feedback to Pernod Ricard on the implementation of the Program by ESN sections across Europe;
- 3.5 Facilitating the evaluation of the Program by third parties by providing access to sections and students for evaluation purposes, encouraging sections and students to participate in the evaluation and by facilitating access to festive events by third party representatives for spot checks;
- 3.6 Developing an external communication strategy to promote the Program (such as press conference, press releases, presentation at the European Alcohol and Health Forum...) together with Pernod Ricard. The content needs to be approved by both parties in a reasonable deadline;
- 3.7 Developing an internal communication strategy to promote the Program, including through:
 - articles on the international ESN website when decided by ESN,
 - placing the Responsible Party logo and some general information about the Program in the project section of www.esn.org,
 - in ESN newsletters and magazines when decided by ESN,
 - the improvement and promotion of the "Responsible Party" Facebook page,
 - advising National and local sections to increase communication efforts around the Program (information on local websites; placement of the Responsible Party logo and link to the website on relevant communication materials whenever a Responsible Party is organized and announced);
- 3.8 Participating in official events, such as press conferences, which are intended to promote the Program;
- 3.9 Coordinating with Pernod Ricard prior any communication/interaction with public authorities on the Responsible Party Program.

Article 4. Obligations of Pernod Ricard

Pernod Ricard is committed to implementing the Program by:

- 4.1. Developing the Program and the campaign;
- 4.2. Promoting the Program among its European affiliates;
- 4.3. Provide all necessary information and training for ESN for the implementation of the Program;
- 4.4. Assist in the organization of the Responsible Parties by providing, directly or through its local affiliates, at its own costs but within the limits of Article 7 of this Agreement, Toolkits in quantities as may be ordered from time to time by local sections of ESN to Pernod Ricard or its local affiliates, provided that

Pernod Ricard or such local affiliates may refuse, at their sole discretion, to provide Toolkits, in particular, if the targeted festive event chosen by such local section of ESN is not reasonably suitable to Pernod Ricard or if the quantities exceed reasonable distribution targets. Toolkits shall contain prevention tools (such as breathalyzers, designated driver bracelets...) and communication tools (posters, flyers...) and other gadgets as may from time to time be selected by Pernod Ricard after consultation with ESN and ESN agreement for co-branded gadgets. Adjustments to the content of the Toolkit can be made locally, through an express agreement between Pernod Ricard local affiliates and ESN National Boards/local sections;

- 4.5. Maintaining a Responsible Party website (www.responsible-party.com);
- 4.6. Providing ESN with feedback on the implementation of the Program (results, analysis...);
- 4.7. Developing an external communication strategy to promote the Program (such as press conference, press releases, presentation at the European Alcohol and Health Forum...) together with ESN. The content needs to be approved by both parties in a reasonable deadline;
- 4.8. Sharing with ESN the agreements signed by Pernod Ricard affiliates with National Boards and locals sections;
- 4.9. For certain events, try to provide ESN with additional services to ensure the welfare and safety of students, such as free water or free transport home from Responsible Parties;
- 4.10. Providing ESN with financial support to cover exceptional expenses incurred for training events, transportation to events and those related to the work of the international project coordinator when the presence is requested by Pernod Ricard.

Article 5. Scope of the Partnership

- 5.1. All of the countries within the Erasmus Student Network have the right to participate in the Agreement between the ESN and Pernod Ricard.
- 5.2. The implementation of the Program depends on the presence of a Pernod Ricard affiliate or partner in a country.

Article 6. Evaluation of the program

- 6.1. The Parties recognize and accept that the Program may be evaluated, by public health, governmental or similar organizations.
- 6.2. The Parties provide all the necessary support and tools to enable the evaluation process

Article 7. Expenses - Limitation of liability

- 7.1. Pernod Ricard will bear all reasonable costs, charges, fees and expenses associated with the creation and manufacturing of the Toolkits according to section 4.4 and the development of the Responsible Party website according to section 4.5 (the "Toolkit creation expenses") to the extent that:
 - Pernod Ricard has provided its prior written approval, not to be unreasonably withheld, to the incurrence of any expense;
 - in no event shall Pernod Ricard be required to incur overall expenses in excess of 50,000 (fifty thousand) Euros in the aggregate, including with respect to any local specifications required or desired by either Party;
 - Toolkit creation expenses are duly evidenced by receipts.

- 7.2. Subject to Pernod Ricard's prior written approval, and in accordance with section 4.10, Pernod Ricard will bear all reasonable costs, charges, fees and expenses associated with training events, transportation to events and those related to the work of the international project coordinator, after consultation of the expense with Pernod Ricard and upon presentation of invoices or receipts.
- 7.3. Except as otherwise set forth in this Agreement, Pernod Ricard, its affiliates and/or its partners will have no liability, financial or otherwise, towards ESN or its National Boards and local sections in connection with the Program or this Agreement, including with respect to the failure to timely provide the relevant number of Toolkits.
- 7.4. Otherwise, in any case, ESN will have no liability, financial or otherwise, towards Pernod Ricard or its affiliates in connection with the Program or this Agreement except where Pernod Ricard, its affiliates or its partners suffered a damage or a loss, including with respect to Pernod Ricard's image and reputation, resulting from the negligence, fault or willful misconduct of ESN, its National Boards or local sections.

Article 8. Intellectual Property Rights

- 8.1. Each Party's intellectual property rights including the images, logos, design and other (still and/or moving) pictures, sound formats, software, trademarks, including domain names and other materials can only be used by the other Party, following the written permission of the affected Party.
- 8.2. Nothing contained in this Agreement shall give, or be construed as giving, to ESN any right, title, ownership, interest, license or any other right in or to any intellectual property owned or used by Pernod Ricard or any of its affiliates.
- 8.3. Responsible Party is a trademark protected and registered by Pernod Ricard. As such, the Program cannot be implemented without Pernod Ricard involvement and no external communication should be done without coordination of Pernod Ricard and its prior written approval.

Article 9. Notification

All notices, requests, claims, approvals, consents, agreements or other communication required or permitted by, or in connection with, this Agreement shall be in writing, in the English language and be delivered either by mail, facsimile transmission or delivered by hand in exchange for a receipt signed by a duly authorized officer of the notifying Party. All such notices shall be sent or delivered:

To Pernod Ricard

Attention: Géraldine Dichamp

Pernod Ricard

9, Rond-Point Schuman, boîte 17

1040 Bruxelles- Belgium

To ESN

Attention: Stefan Jahnke

Erasmus Student Network AISBL

15, rue Hydraulique/Waterkrachtstraat,

1210 Brussels, Belgium

Article 10. Confidentiality Clause

10.1. Each Party hereby undertakes and agrees (i) to use all confidential information received on or from the other Party (whether in written, oral, visual, electronic or any other form, "Confidential Information") solely for the purpose of evaluating and taking all action to the extent strictly necessary for the Program, (ii) to hold the Confidential Information in strictest confidence using at least the same degree of care as it uses to safeguard its own information of a highly confidential nature, and (iii) not to disclose the Confidential Information to any person other than to such of its officers, employees or advisers who have a need to know the Confidential Information for the purpose of evaluating or taking all action to the extent strictly necessary for the Program. Each Party undertakes to ensure that all of its officers, employees or advisers observe the foregoing terms and conditions and shall be fully responsible in the event of a breach of this Agreement by any of its officers, employees or advisers.

10.2. Clauses 10.1 shall survive for a period of five years after the termination of the Term of this Agreement for whatever reason.

Article 11. Miscellaneous Provisions

11.1. No Binding Force

Should one or more Articles of this Agreement be invalid or otherwise not be binding, this will not affect the validity of the other Articles of the Agreement. The Parties shall adapt this Agreement to the extent necessary in joint consultation and in the spirit of this Agreement, in that the non-binding Articles will be replaced by provisions that differ as little as possible from the relevant non-binding Articles.

11.2. Changes

No variation of this Agreement shall be effective unless it is in writing signed by both Parties. No waiver of any term, provision or condition of this Agreement shall be effective unless it is in writing and signed by the waiving Party. No failure to exercise or any delay in exercising any right or remedy hereunder shall operate as a waiver thereof or of any other right or remedy hereunder, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy.

11.3. Assignment

Neither Party may transfer the rights nor obligations ensuing from this Agreement to a third party without the other Party's prior written permission, except to the extent that such assignment is to any of Pernod Ricard's affiliates.

Article 12. Applicable Law and Disputes

12.1. This Agreement will be governed by French law only. If necessary, all disputes ensuing from this Agreement will be settled by the competent courts of Paris.

12.2. In case of dispute, the English version of this Agreement shall prevail.

So agreed, drawn up and signed in duplicate.

Pernod Ricard
Represented by Danièle Ricard

Erasmus Student Network AISBL
Represented by Stefan Jahnke

[SIGNATURE]

[SIGNATURE]

Brussels, 11th December 2013