ANALYTICAL BRIEF
on the practice of the French NCP in responsible business conduct cases
SHEIN | Air France | Veolia | Crédit Mutuel Equity

This brief compares four completed cases handled by the French NCP, each with a different procedural outcome. In SHEIN, a final statement was published following substantive examination, with findings of non-conformity with several provisions of the Guidelines and recommendations subject to follow-up after 6 and 12 months. In Air France, the procedure concluded with a final statement: the NCP assessed due diligence measures regarding a supplier, including a social audit, formulated recommendations and provided for follow-up within 12 months. In Veolia, the submission was withdrawn before completion of the initial assessment. In Crédit Mutuel Equity, the procedure concluded with a final statement: the NCP found the company's measures broadly consistent with its status as a non-operating minority shareholder, but recommended more consistent use of available leverage and monitoring of the effectiveness of the measures taken.

1. French NCP: institutional role and procedural logic

The French National Contact Point for Responsible Business Conduct *(hereinafter, the French NCP)* is a tripartite non-judicial body that promotes implementation of the OECD Guidelines for Multinational Enterprises on Responsible Business Conduct *(hereinafter, the Guidelines)*. Its role is not to issue judicial decisions or award compensation, but to enhance the effectiveness of the Guidelines: promoting responsible business conduct *(RBC)* standards, including due diligence, handling specific instances, and helping resolve the issues raised through good offices, conciliation and mediation.

Good offices are a stage of the NCP procedure in which, following a positive initial assessment, the NCP assists the parties in seeking a mutually acceptable solution by facilitating dialogue, exchanges of information and documents, separate and joint meetings, consultations and, with the parties' consent, conciliation or mediation. The NCP does not issue a binding decision for the parties; it performs a facilitative and intermediary role.

The procedure consists of successive stages. First, the NCP checks formal admissibility: whether the enterprise, the submitter, the facts and the relevant provisions of the Guidelines have been identified. It then conducts an initial assessment, examining the bona fides of the submission, the submitter's interest, the materiality and substantiation of the issues, the alleged link between the enterprise's activities and the issues raised, the relevance of parallel proceedings, and whether an offer of good offices could make a positive contribution to resolving the issues. Only after a positive initial assessment does the NCP offer good offices to the parties.

A positive initial assessment does not mean that the submitter has proved a breach or that the enterprise has been found responsible. It means only that the issues raised are sufficiently specific, relate to the Guidelines and merit further consideration.

Good offices may include separate hearings, exchanges of documents, joint meetings, expert consultations and mediation. If the parties reach an agreement, the NCP may close the case taking that outcome into account. If no agreement is reached, the NCP may proceed to the final stage, conduct further examination, publish a final statement and formulate recommendations.

French practice also uses interim statements. These make it possible to publicly indicate the steps taken and the current stage of a lengthy procedure without disclosing the content of confidential negotiations. Such statements were published in the SHEIN and Air France cases. At the same time, the Veolia case shows that the NCP may issue a reasoned public closure statement even where the procedure ends before completion of the initial assessment.

Another established feature of the French model is cross-border coordination. The French NCP coordinates lead NCP and supporting NCP roles with NCPs of countries where the alleged impact occurred or where similar submissions are being considered. Coordination took different forms in the four cases: with the Belgian NCP in SHEIN; with the US, German and Japanese NCPs in Air France; with the UK NCP in Veolia; and with the UK, Luxembourg and Moroccan NCPs in Crédit Mutuel Equity. In the latter case, the Moroccan NCP had not formally received an IUF submission but participated in coordination consultations; the French, UK and Luxembourg NCPs decided to conduct separate procedures while continuing to exchange information.

1.1. How to interpret NCP documents

Public NCP documents serve different purposes. An initial assessment explains why issues are accepted or not accepted for further consideration. An interim statement describes the progress of good offices without disclosing the parties’ confidential positions. A final statement records the outcome of the procedure and, where no agreement is reached, may contain the NCP’s own analysis and recommendations. Accordingly, terms referring to documents from different procedural stages should not be used interchangeably.

Confidentiality applies primarily during good offices and protects exchanges of views, commercially sensitive information and the conditions necessary for a trusted dialogue. At the same time, the French NCP maintains public transparency through admissibility statements, interim communications, final documents and notification to the OECD. This combination protects negotiation materials while preserving transparency regarding the status of the case.

Different procedural outcomes likewise do not form a scale from “breach” to “no breach.” An agreement may resolve a dispute without determining conformity; a final statement may contain findings and recommendations without an agreement; withdrawal of a submission may end the procedure without examination; and a positive initial assessment merely opens the possibility of moving to good offices.

2. Comparative case overview

The comparative overview reflects only the procedural outcomes confirmed by the official French NCP documents reviewed. A positive initial assessment is not equivalent to a finding of a breach.

Case	Subject of the submission	Procedural outcome	Analytical significance
SHEIN	Ultra-fast fashion model; lack of supply-chain transparency; labour, environmental and consumer risks.	Good offices and mediation ended without agreement. The NCP conducted substantive examination, found non-conformities with several chapters of the Guidelines and formulated recommendations; follow-up is planned after 6 and 12 months.	The most substantively developed case: the NCP assessed not only individual incidents but also the business model, corporate policies and effectiveness of the due diligence system.
Air France	Alleged labour violations at US supplier Flying Food Group and the adequacy of Air France's due diligence.	Mediation did not result in an agreement. Air France conducted an external social audit of FFG. The NCP considered the audit useful but noted continuing disagreements, limited disclosure of the results and the need for further action. The case was closed by a final statement; follow-up is due within 12 months.	The case shows that an audit does not automatically complete due diligence: worker-representative engagement, access to material information, monitoring of corrective measures and use of leverage over the supplier are also required.
Veolia	Trade-union recognition at the Sheffield site and an alleged risk to the reliability of the municipal waste-management service.	After formal admissibility was confirmed, the submitter withdrew the submission. It was closed before completion of the initial assessment, without good offices, substantive examination or recommendations.	A procedural case showing the limits of a non-judicial mechanism when a submission is withdrawn and the need to clearly distinguish closure from an assessment of the company's conduct.
Crédit Mutuel Equity	Rights of workers at Onomo Hotel Conakry and due diligence by a French minority investor in relation to its investment in Onomo Hotels.	Good offices in the form of document exchanges did not lead to an agreement. The NCP found CME's actions broadly proportionate to its status as a non-operating minority shareholder, but noted that available leverage had not been fully used.	The case clarifies the standard for a minority investor: the scope of action is proportionate to its role, but board participation requires using opportunities to request information, monitor the effectiveness of measures and engage with the trade union.

3. SHEIN case: assessment of the business model and due diligence system

Submitters: two members of the French National Assembly - Dominique Potier and Boris Vallaud
Company: SHEIN Group
Sector and geography: e-commerce, textile and garment industry, global supply chain; activities on the French market
Key chapters: I, II, III, IV, V, VI and VIII of the Guidelines
Status: procedure completed by a final statement dated 18 September 2025; follow-up planned after 6 and 12 months

3.1. Substance of the submission and the parties' positions

The submission was filed with the French NCP on 20 June 2023, and receipt was confirmed on 21 June. The submitters criticised SHEIN's ultra-fast fashion model, which, in their view, relies on the constant mass renewal of low-cost product ranges, an opaque supply chain largely located in China, and the encouragement of overproduction and overconsumption.

The submission combined several groups of allegations: alleged human rights and labour rights violations at suppliers, long working hours and inadequate social protections; the risk of hazardous chemicals being present in certain products; the environmental impacts of the production and logistics model; insufficient corporate, financial and non-financial disclosure; and inadequate information for consumers regarding the origin, composition and characteristics of products.

SHEIN agreed to engage with the NCP and provided information on its Supplier Code of Conduct, Supplier Responsibility Standards, Responsible Sourcing Policy, supplier audit system and environmental initiatives. The company highlighted the development of its "on-demand fashion" model, product and supplier control procedures, decarbonisation targets and expanded public reporting. At the same time, a significant share of the information provided to the NCP remained confidential and, at the company's request, was not shared with the submitters.

3.2. Competence and procedural developments

The NCP found that it had competence even though SHEIN's global headquarters are in Singapore. This was based on the company's actual activities in France: online sales and delivery, digital advertising campaigns, pop-up stores and other marketing operations. In addition, some of the alleged impacts related directly to French consumers and disclosure on the French market.

Because the submission was filed after the Guidelines were updated on 8 June 2023 but included facts that arose earlier, the NCP took account of both the 2011 and 2023 editions. The main analysis and recommendations, however, were oriented towards the current 2023 edition in order to identify the changes needed in the company's future policies.

On 14 September 2023, the NCP decided to accept the submission, and on 18 October it published its initial assessment. During good offices, the NCP heard the parties separately, consulted experts from the French fashion and luxury sector, and offered mediation. A joint meeting took place on 17 February 2025 at the French Ministry for the Economy and Finance. The dialogue was structured around environmental impacts and consumer health risks, working conditions and human rights in the supply chain, and disclosure. The parties did not reach an agreement.

Following mediation, the NCP moved to the final stage. It sent SHEIN additional questions, gathered information from public sources through the economic services of French embassies, circulated a draft final statement to the parties for comments, and informed the Belgian NCP. The final statement was adopted on 18 September 2025. The NCP noted that during the procedure SHEIN expanded its public communication on the supply chain and began publishing annual sustainability reports, but these developments did not remedy the identified non-conformities.

3.3. NCP findings by chapter

3.3.1. Compliance with national law and an approach going beyond minimum legal compliance

The NCP stated that SHEIN should comply with French and European law in countries where it sells products and, throughout its supply chain, seek to apply international RBC standards to the fullest extent possible even where local law is less demanding. In the NCP’s assessment, the supplier requirements system was overly focused on compliance with Chinese national law, which does not provide the same level of protection for freedom of association, collective bargaining and certain other labour rights as OECD and International Labour Organization *(ILO)* standards.

The NCP observed that international standards in SHEIN documents were often framed as encouraged, whereas national law was framed as mandatory. Uncertainty regarding practical application, the absence of a transparent audit methodology, and the exclusion of certain fundamental labour rights from categories of violations requiring immediate remediation or termination of business relationships led the NCP to find non-conformity with the recommendation in paragraph 2 of Chapter I.

3.3.2. Disclosure

The NCP acknowledged progress in non-financial communication: SHEIN began publishing sustainability reports, supplier-management documents and thematic policies. However, financial and corporate transparency remained extremely limited. Sufficient information was lacking on the group structure and relationships between entities, owners and beneficial owners, governance bodies, and financial and operational performance.

Elements of the due diligence process itself were also insufficiently disclosed: how RBC is embedded in governance and oversight bodies; which material impacts and risks have been identified; how they are assessed and ranked; and which criteria are used to set priorities. The NCP concluded that most recommendations in Chapter III were not being observed.

3.3.3. Due diligence and supplier audits

The NCP acknowledged that formalised supplier-management tools and a substantial number of audits were in place. However, the company did not provide public mapping of its full operations and supply chain, or of social and environmental impacts and risks at the stages of raw materials, production, storage, delivery, use and end of product life. The absence of such mapping made it difficult to identify priority risks and the corresponding measures for prevention, mitigation and remediation.

The audit system also remained opaque: the precise criteria, indicator weightings, methodology for calculating final scores, and objective grounds for choosing between a full on-site audit, a limited review and a remote procedure were not disclosed. The number of audits conducted therefore did not, by itself, allow the effectiveness of the system to be assessed. The NCP concluded that SHEIN’s policy, methodology, practice and public communication did not yet meet OECD expectations for risk-based due diligence.

3.3.4. Human rights and employment and industrial relations

The NCP examined in detail child and forced labour, the use of interns and apprentices, working time, remuneration, freedom of association and collective bargaining. It noted that certain provisions of the supplier standards formally cover these issues, but their practical applicability is limited by undefined exceptions, reliance on local law, and the absence of a transparent link to audits and corrective measures.

In particular, the possibility of exceeding a 60-hour working week in “emergency or unusual situations” was not accompanied by objective criteria; regarding living income and living wage, the company merely encouraged payments above the statutory minimum without a clear methodology or monitoring; and freedom of association and collective bargaining were largely reduced to compliance with local law. The NCP found non-conformity with several recommendations in Chapters IV and V.

3.3.5. Environment and consumer interests

The NCP acknowledged the existence of climate targets and initiatives relating to recycled polyester, solar panels and reduced logistics distances. However, the environmental policy focused mainly on greenhouse-gas emissions and was not based on comprehensive mapping of full life-cycle risks. Impacts related to raw materials, dyeing and processing, production, packaging, transport and end of product life were not sufficiently disclosed. The increase in emissions between 2022 and 2023 and the limited scale of certain initiatives also raised questions about the effectiveness of the stated trajectory.

Regarding consumers, the NCP noted that lists of prohibited and restricted substances had been published, but testing results were not disclosed and did not address the submitters’ allegations. Information on product origin and social and environmental characteristics was difficult to access and often incomplete. The NCP found non-conformity with Chapters VI and VIII.

3.4. Recommendations and follow-up

The NCP formulated eight interrelated recommendations. They cover not only individual procedures but also a review of the corporate model so that sustainability policies are commensurate with the systemic risks of the ultra-fast fashion model.

- modernise the business model and corporate policies in light of the Guidelines, the OECD Due Diligence Guidance for Responsible Supply Chains in the Garment and Footwear Sector, and the recommendations prepared by the French NCP following the Rana Plaza building collapse;

- move from minimum compliance with national law to a beyond-the-law approach in countries of production and sale, as well as at the end-of-life stage of products;
- implement risk-based due diligence across all activities, products, services and business relationships, including the prevention, mitigation and remediation of adverse impacts;
- strengthen protection of human rights and decent work, review purchasing practices, ensure social dialogue and take account of systemic sector risks;
- establish a comprehensive environmental management system covering the full life cycle and continuously improve environmental performance;
- expand financial, corporate and non-financial disclosure, including the group structure, governance mechanisms, material risks and the due diligence system;
- strengthen protection of consumer interests, reliability of information, product safety, data protection and access to non-judicial dispute resolution mechanisms;
- implement the French NCP's 10 recommendations and 5 proposals on responsible global supply chains in the textile and garment sector.

The NCP closed the main procedure but invited the parties to provide information on implementation of the recommendations after six and twelve months. The follow-up results may be published. The final statement is therefore treated not as the end point of public assessment, but as the basis for subsequent verification of changes.

3.5. Strength and significance of the case

SHEIN is the most substantively developed of the four cases because the NCP completed the mediation stage, conducted its own analysis and formulated findings regarding conformity with specific chapters. The assessment focused not only on individual incidents at factories, but also on the company's business model and its capacity to identify and manage systemic risks throughout the value chain.

The case illustrates the difference between having corporate documents and having effective due diligence. Reports, codes and thousands of audits are not considered sufficient if the company does not show its risk map, prioritisation methodology, the link between audits and international standards, participation of affected stakeholders, and the actual results of remedial measures. The NCP also linked the company's responsibility to the full product life cycle and consumer information, rather than only to the production site.

4. Air France case: due diligence regarding a service supplier

Submitter: US trade union UNITE HERE Local 11
Company: Air France
Business relationship: US in-flight catering supplier Flying Food Group (FFG)
Key chapters: II, IV and V of the Guidelines
Status: procedure completed by a final statement dated 7 May 2026; recommendations subject to follow-up within 12 months

4.1. Substance of the submission

On 15 January 2024, the US trade union UNITE HERE Local 11 filed a submission with the French NCP concerning Air France. The submission concerned alleged violations at the airline's catering supplier Flying Food Group (FFG), which provided services to Air France in California, and the adequacy of Air France's due diligence regarding that supplier.

The submitter alleged threats of dismissal and dismissals of union representatives, surveillance of workers, attempts to decertify the union as representative and restrict access by its representatives; failure to comply with minimum-wage requirements; allowing workers to operate heavy vehicles without the necessary licences, blocking exits and using defective equipment; inadequate protection against discrimination; and disputes over employees' rights to return to work after COVID-19.

The claim against Air France was not based on an allegation that the airline itself had directly committed all of the listed violations. Rather, the submitter questioned whether Air France had carried out adequate due diligence, engaged the union as the representative of affected workers, and used its leverage over the supplier to prevent or mitigate the alleged impacts, particularly in relation to wages.

Air France rejected the allegation that its due diligence was inadequate. The company provided the NCP with a description of its preventive approach to subcontractors and of the procedures used to review and assess Flying Food Group after receiving information about the alleged violations.

4.2. Competence, coordination and procedure

Although the alleged impacts occurred in the United States, the French NCP took the lead because Air France is headquartered in France. The US NCP confirmed its supporting role. The French NCP also regularly exchanged information with the German and Japanese NCPs, to which UNITE HERE had submitted comparable cases concerning other airline customers of FFG. The final statement was shared with the US NCP for information.

The NCP found the submission sufficiently specific and substantiated, noted the union's bona fides and direct interest, and established a connection between the issues and Chapters II, IV and V. Parallel local proceedings were not treated as an automatic obstacle: the NCP decided to take account of their development and the materials submitted by the parties. The initial assessment was published on 22 November 2024, after which both parties accepted the offer of good offices.

Following separate hearings, the NCP organised a mediation meeting on 27 January 2025. The parties continued to exchange information, and Air France proposed a local external social audit of FFG. In May 2025, the NCP published an interim statement. On 21 November 2025, Air France provided the NCP with the audit results in summary form and authorised the main findings to be communicated orally to UNITE HERE, but did not provide either the NCP or the submitter with the full audit report. After the parties exchanged views on the organisation and results of the audit, the NCP moved to the final stage. The final statement was adopted on 7 May 2026 and closed the procedure.

4.3. Final analysis, recommendations and significance of the case

The NCP positively noted Air France's internal preventive policy regarding subcontractors, its increased engagement with FFG after the submission was filed, the checks performed, and the organisation of an external social audit. The audit covered freedom of association, wages, occupational health and safety, and non-discrimination; Air France also agreed to take account of additional union documents when preparing the review. According to the summary provided to the NCP, the audit did not identify material violations in the areas examined, and FFG developed a corrective action plan for the non-conformities that were identified.

At the same time, UNITE HERE strongly challenged the audit methodology and conclusions, pointing to the union's lack of direct involvement in its preparation and insufficient transparency regarding the results. The NCP noted that the audit information available to it was provided only in summary form, limiting its ability to fully assess the reliability of the conclusions. The social audit was therefore considered a useful element of due diligence, but not a comprehensive response to all allegations in the submission and one that required further work.

The NCP specifically linked the quality of due diligence to meaningful stakeholder engagement. In its view, requirements of audit independence and confidentiality do not preclude closer involvement of worker representatives where this does not compromise legitimate confidentiality or the integrity of the review. Fuller information on the scope of the audit and its main results could have strengthened trust and refined the assessment of remaining risks.

The NCP recommended that Air France maintain an open communication channel with UNITE HERE, continue periodic monitoring of FFG's activities, use simple indicators and document corrective measures. If risk signals persist, the company was advised to strengthen its leverage over the supplier, including by considering a coordinated approach with other airlines. The parties were invited to provide information on follow-up actions within 12 months.

The analytical significance of the case is that the existence of a corporate policy, checks and an independent audit is important but is not, by itself, sufficient evidence of effective due diligence. The NCP also assesses the quality of the methodology, participation of rights holders, access to material information, tracking of corrective measures and actual use of leverage over a business partner.

5. Veolia case: closure following withdrawal of the submission

Submitter: UK trade union Unite the Union
Company: Veolia Group and its UK entities
Geography: waste-management site in Sheffield, United Kingdom
Key chapters: V and VIII of the Guidelines
Status: procedure closed on 27 August 2025 before completion of the initial assessment

5.1. Substance of the submission and the company's position

The NCP received the submission materials on 13 February 2025 and acknowledged receipt on 14 February. The UK trade union Unite the Union alleged that, between 2015 and 2024, Veolia UK had refused to recognise the union chosen by workers and had linked such recognition to a prior agreement with another union, GMB, which the submitter considered to be favoured by management. These allegations were linked to freedom of association and Chapter V.

The submitter additionally linked the labour dispute to consumer interests, arguing that the absence of an agreement created a risk of disruption or suspension of the municipal waste-management service in Sheffield. The allegations regarding the UK subsidiary were linked to the alleged inadequacy of due diligence by the French group.

Veolia rejected the allegations and characterised the situation as an inter-union dispute between Unite the Union and GMB, which remained the majority union at the site. The company also referred to the decision of the UK Central Arbitration Committee of 4 April 2025, which rejected Unite the Union's recognition claim because an existing agreement with GMB was in place.

5.2. Procedural outcome

The French and UK NCPs agreed that the French NCP would handle the case because Veolia Group is headquartered in France. On 8 April 2025, the submission was found formally admissible; on 18 April, the company was notified, after which the initial assessment began.

On 22 April 2025, the submitter notified the NCP that it was withdrawing the submission, only a few days after the company had been informed. As a result, the NCP did not complete the initial assessment and could not proceed to further examination. It did not determine whether the issues merited further consideration, did not offer good offices, did not conduct mediation, and did not formulate findings or recommendations. A closure statement was published on 27 August 2025.

The closure neither confirms Veolia's position nor accepts Unite's allegations. It records only the procedural fact that the submitter ceased participating before completion of the screening required to move to good offices. The NCP also stated that a new submission by Unite based on the same allegations would not be reconsidered by the same NCP.

5.3. Significance of the case

The significance of the Veolia case is procedural. It shows why formal admissibility must be distinguished from a positive initial assessment. The former confirms that the mandatory elements of a submission are present; the latter entails an analysis of the materiality of the issues, their link to the enterprise, and whether good offices could make a positive contribution. In Veolia, the procedure stopped between these stages.

The public closure statement is important for transparency: it sets out the subject of the submission, the company's position, competence, chronology and the reason why no substantive assessment was made. This prevents the mistaken interpretation that withdrawal is equivalent to an agreement between the parties, a finding of inadmissibility, or a determination that the Guidelines were observed.

6. Crédit Mutuel Equity case: due diligence by a minority investor

Submitter: International Union of Food, Agricultural, Hotel, Restaurant, Catering, Tobacco and Allied Workers' Associations (IUF), with support from the local trade-union federation FHTRC in Guinea
Company: Crédit Mutuel Equity (CME)
Investment relationship: minority stake in African Hotel Development Luxembourg (AHD Luxembourg), the parent structure of Onomo Hotels; alleged impact on workers at Onomo Hotel Conakry in Guinea
Key chapters: II, IV and V of the Guidelines
Status: procedure completed by a final statement dated 23 June 2026; good offices did not lead to an agreement

6.1. Substance of the submission

On 6 August 2024, IUF filed a submission concerning Crédit Mutuel Equity, a French private equity firm holding a minority stake in the pan-African hotel group Onomo Hotels. The submission concerned alleged violations of the rights of workers at Onomo Hotel Conakry in Guinea and the way in which CME exercised due diligence in connection with its investment.

IUF alleged that workers were intimidated and threatened with dismissal because of trade-union activity, that certain union members were dismissed, and that management continued discriminatory practices after FHTRC won elections in January 2024. The submitter also alleged a refusal to engage in good-faith collective bargaining and the transfer of workers to more precarious forms of employment through subcontracting.

The central issue raised against CME was the alleged failure to use the leverage available to a minority shareholder. According to IUF, the investor should have taken steps to prevent or mitigate the violations, encouraged Onomo Hotels to respect labour rights, and supported constructive social dialogue.

6.2. CME’s position and the course of good offices

CME rejected the allegation that it had failed to meet due diligence expectations and stressed that its minority stake did not give it operational control over Onomo Hotels. At the same time, the company reported that, before the submission was filed, it had monitored the situation through participation in the environmental and social committee and the board of directors of AHD Luxembourg, contacted Onomo Hotels management directly, and referred the matter to its own Risk Committee. CME also cited measures taken by management and other shareholders: organising union elections, training on social dialogue, reviewing grievances, a plan to reintegrate workers previously transferred to subcontracting arrangements, revising recruitment practices, and conducting an internal audit.

On 21 May 2025, the NCP published a positive initial assessment and offered good offices to the parties. Both parties accepted, but CME did not wish to participate in a mediation meeting and preferred an exchange of documents through the NCP. On 1 December 2025, the company submitted for transmission to IUF an updated description of the reviews it had carried out and a letter to AHD Luxembourg reminding it of the importance of the Guidelines and requesting information on further developments. The NCP transmitted the documents to the submitter.

During good offices, CME also reported the creation of a direct communication channel between IUF and Onomo Hotels’ human-resources management, a change in the manager of the Conakry hotel, and the return of some temporary workers. IUF, for its part, considered that CME had not engaged sufficiently and directly with the union and had failed to use its investor leverage. In February 2026, the NCP informed CME of an agreement reached between the majority shareholder Batipart and IUF in the Luxembourg NCP procedure and invited CME to support its implementation. CME declined, citing its status as a non-operating minority shareholder. No agreement between CME and IUF was reached in the French procedure.

6.3. Cross-border coordination

Comparable submissions were filed with the UK and Luxembourg NCPs concerning other investors in the Onomo Hotels group. The Moroccan NCP, in the country where Onomo Hotels is headquartered, had not formally received a submission from IUF but participated in coordination. Following a meeting of the UK, Luxembourg and Moroccan NCPs on 25 September 2024 and consultation with the OECD Secretariat on 9 October 2024, it was decided that the submissions would be handled separately while information exchange continued. The French NCP subsequently maintained coordination with the UK and Luxembourg NCPs.

On 22 December 2025, the Luxembourg NCP published a final statement according to which Batipart and IUF had reached an agreement on how the majority shareholder would use its leverage to support continued dialogue. This outcome became relevant to the French procedure: the French NCP invited CME to support implementation of the agreement. Separate but coordinated handling made it possible to assess each investor in light of the size of its stake, contractual and corporate rights, participation in governance bodies, and the actions actually taken.

6.4. Final analysis, recommendations and significance of the case

The NCP found that CME's minority stake in the holding company, combined with its participation on the board of directors, created a direct link between the investor and the alleged adverse impacts. This link requires specific and proportionate use of leverage, but does not mean that CME must replace the operational management of the hotel, the holding company or the majority shareholder in carrying out corrective measures. At the same time, board participation provides opportunities to raise information, ask questions and monitor the situation beyond those available to a wholly passive investor.

The NCP found CME's actions broadly consistent with its status as a non-operating minority shareholder. The company did not remain passive: it accepted good offices, checked facts and measures taken, exchanged information with the submitter through the NCP, and sent a letter to the holding company. The NCP also stated that CME could reasonably rely on reviews undertaken by the majority shareholder, a former co-investor and management, provided it independently assessed the quality and reliability of those processes.

At the same time, the NCP concluded that CME had not used all the leverage actually available to it through its participation on the board of directors. The company could have monitored developments and the effectiveness of the measures taken more consistently, while closer engagement with the union could have refined the assessment of residual risks. In the NCP's view, CME's refusal to support implementation of the Batipart-IUF agreement could not be fully justified solely by its minority status.

The NCP recommended that CME support the agreement between Batipart and IUF, continue monitoring the situation at the Conakry hotel, assess the effectiveness of measures being implemented, and use the leverage associated with participation in the holding company's governance bodies. Where necessary, the company was also encouraged to engage in dialogue with relevant stakeholders, especially trade unions. The final statement of 23 June 2026 closed the procedure.

The analytical significance of the case lies in clarifying the principle of proportionality: minority and non-operating status affects the scope of expected action but does not remove the responsibility to use leverage that is genuinely available. The assessment should consider not only the size of the shareholding, but also board participation, access to information, the ability to raise questions with management, monitor the effectiveness of measures, and engage with rights holders.

7. General analytical findings from the practice of the French NCP

7.1. The French model combines dialogue, transparency and independent analysis

The four completed cases demonstrate different functions of the same mechanism. In SHEIN, after unsuccessful mediation, the NCP conducted its own examination and found non-conformities. In Air France and Crédit Mutuel Equity, it concluded good offices without an agreement but assessed the measures taken by the companies, identified areas for improvement and formulated recommendations. In Veolia, the NCP issued a reasoned closure after withdrawal of the submission without proceeding to substantive initial assessment. The effectiveness of the NCP is therefore measured not only by agreements, but also by the quality of its analysis and recommendations and the transparency of the procedural outcome.

7.2. Due diligence applies to different forms of linkage between an enterprise and an impact

SHEIN concerns a global supply chain and business model; Air France concerns a contractual relationship with a service supplier; Veolia concerns a foreign subsidiary; and Crédit Mutuel Equity concerns a portfolio investment. The common question is not only who directly caused the alleged adverse impact, but also whether the enterprise's activity, service or investment is linked to that impact through a business relationship and what measures the enterprise could reasonably have taken.

The scope of expected action is not identical in each case. The final statements in Air France and CME allow two forms of leverage to be compared: the contractual and commercial leverage of a customer over a supplier, and the corporate leverage of a minority investor represented on a board of directors. In both cases, the NCP recognised the value of steps already taken but linked continued conformity to ongoing monitoring, stakeholder engagement and more consistent use of leverage. Only the SHEIN case contains direct findings of non-conformity with several provisions of the Guidelines.

7.3. Stakeholders are a source of information for due diligence

Trade unions in the Air France, Veolia and Crédit Mutuel Equity cases act not only as submitters but also as sources of information on alleged impacts. The final statements in Air France and CME further show that stakeholder engagement is necessary not only to obtain initial information, but also to test the quality of an audit, assess the effectiveness of corrective measures and identify residual risks. Limited sharing of review results or reliance solely on management information can reduce confidence in the due diligence process.

7.4. The procedural stage determines the permissible language of analysis

For SHEIN, it is appropriate to refer to the non-conformities found by the NCP and its eight recommendations. For Air France, the appropriate language concerns the due diligence measures taken, the usefulness of the social audit, remaining disagreements and recommendations to continue dialogue and monitoring; the final statement does not treat the audit as a comprehensive response to all allegations. For Crédit Mutuel Equity, the appropriate language is that the actions were broadly consistent with the status of a minority investor, while available leverage was not fully used. For Veolia, only formal admissibility, withdrawal of the submission and closure of the procedure without an assessment of the company's conduct may be stated.

7.5. NCP coordination preserves a coherent cross-border context

The French NCP consistently identifies which country is linked to the head office, where the alleged impact occurred, and whether similar submissions concerning other companies or investors are being considered. Coordination may take the form of lead and supporting roles, regular exchanges regarding comparable submissions, or separate procedures for co-investors. The CME case shows that the NCP of the country where the portfolio company is located may participate in consultations even without having formally received a submission, and that the outcome of one national procedure may become relevant to recommendations in another.

8. Relevance of French practice for the Kazakhstan NCP

8.1. Assess actual opportunities to exercise leverage, not merely the form of the relationship

In cross-border cases, it is useful to map corporate and contractual relationships: parent and subsidiary, customer and supplier, investor and portfolio company, digital platform and participants in its model. The analysis should identify not only formal powers but also leverage that is actually available: contractual requirements, audits and corrective action plans for customers; voting rights, board participation, requests for information and monitoring of implementation for investors; and opportunities for coordinated action with other customers or co-investors.

8.2. Integrate engagement with rights holders into the due diligence analysis

When examining labour, human-rights and environmental issues, it is insufficient to rely only on documents from the company and its counterparties. The NCP should separately record whom it considers affected rights holders and stakeholders, at which stages they were engaged, what information they received, and how their comments influenced the review and corrective measures. Legitimate confidentiality should not automatically preclude the provision of an accessible summary of key findings and meaningful feedback.

8.3. Link recommendations to follow-up review and measurable indicators

The SHEIN and Air France cases demonstrate the value of predefined follow-up. For SHEIN, information on implementation of the recommendations is requested after 6 and 12 months; for Air France, within 12 months. It is advisable to specify the timeframe, subject of the review, simple progress indicators, a list of supporting documents and the possibility of publishing the outcome. This makes it possible to assess not only whether promised measures exist, but also whether they are effective.

8.4. Assess not only whether an audit exists, but also whether it is persuasive

When reviewing a corporate audit, the NCP should examine the independence and competence of the auditor, reliability of the methodology, triangulation of different sources, safe worker access to interviews, disclosure of key results, the corrective action plan and subsequent monitoring. If an enterprise relies on a review conducted by a counterparty, majority shareholder or management, it should independently assess the quality and reliability of that review and determine whether additional measures are required.

9. Conclusion

All four cases reviewed have been completed, but their outcomes differ. In SHEIN, the NCP moved from mediation to a detailed assessment of the business model, supply chain and corporate systems, found non-conformities and formulated eight recommendations. In Air France, it recognised the value of checks and the social audit carried out, but pointed to remaining disagreements, limited disclosure and the need to continue dialogue, monitoring and use of leverage over the supplier. In Veolia, withdrawal of the submission prevented completion of the initial assessment. In Crédit Mutuel Equity, the NCP found the measures broadly proportionate to the company's status as a minority investor, but concluded that it could have made more active use of the opportunities associated with board participation.

The overall pattern is that responsible business conduct is assessed not only by the existence of policies, codes, audits or formal procedures. What matters is the quality of the review, obtaining information from rights holders, assessing the effectiveness of corrective measures, transparency of material results, and consistent use of available leverage. The recent final statements refine the principle of proportionality: a customer or minority investor is not required to replace the operational management of a counterparty, but it should use the real contractual, commercial, informational and corporate opportunities available to prevent, mitigate and monitor adverse impacts.

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