

Agreement for the Provision of Contracted Consultancy Services

V1.3 March 2021

1. This is an Agreement between CSR Management Group Limited (company number 12483608) having its registered office at **Kemp House, 160 City Road, London, United Kingdom, EC1V 2NX** hereinafter referred to as “CSR MANAGEMENT GROUP”) and “the Contractor” named by completing the online form “Associate Consultants Questionnaire”.

2. Agreement of Scope

The Contractor shall

- a) provide CSR Management Group with assistance in the delivery of contracts agreed in the Contractor Project Proposal on a project-by-project basis;
- b) provide their own Personal Protective Equipment including, as a minimum, hard hat, protective glasses, gloves, hi-visibility vest or jacket and safety boots;
- c) abide by both CSR Management Group and the client’s safe systems of work;
- d) agree to have a profile picture and biography displayed on CSR Management Groups website;
- e) consent for CSR Management Group to edit the Contractors biography to suit the context in which it is being used;
- f) contact CSR Management Group at their earliest convenience if the Contractor believes they are being misrepresented in any way;
- g) allow CSR Management Group to include the Contractor in bids and tenders without prior notification;
- h) agree to be contacted for the opportunity to provide support to proposals, bids and tenders from time to time at no cost to CSR Management Group;
- i) agree that their inclusion in a proposal, bid or tender does not constitute an agreement to use the Contractor if CSR Management Group win the contract;
- j) include the CSR Management Associate Consultant logo on their Website and link it to www.csrmanagement.org;
- k) cooperate with any internal audits of CSR Management Group or external audits as required by relevant certification bodies;
- l) comply with all provided CSR Management Group procedures when working on CSR Management Group projects;
- m) provide evidence of all qualifications and inform CSR Management Group, within 30 days, if these lapse;
- n) use CSR Management Group branding on any documentation submitted to clients on CSR Management Group contracts;
- o) use the CSR Management Group email signature in any client correspondence associated with a CSR Management Group contract;
- p) comply with all health and safety legislation;
- q) ensure their work environment, when not at a client, is adequate for the services they provide;
- r) comply with all of the requirements of the Associate Consultants Policies and Procedures, amended from time to time, while conducting work for CSR Management Group;
- s) not, when carrying out work on behalf of CSR Management Group, promote their own services without prior written agreement;

3. Payment Terms

Payment of fees will be detailed in the Contractor Project Proposal on a project-by-project basis. Payments will be made by CSR Management Group to the Contractor within 30 days on submission of invoices following completion of the relevant services, submission of the appropriate related documentation and in compliance with the agreed Contractor Project Proposal. Further details can be found in CSR Management Groups Bonus and Finder's Fee Policy, as from time to time amended.

4. Indemnity

The Contractor shall, at no cost to CSR Management Group, provide professional indemnity insurance and public liability insurance for carrying out work on behalf of CSR Management Group. The Contractor shall, submit valid certificates of insurance when these are renewed. The Contractor shall also, at no cost to CSR Management Group, provide their own travel insurance.

5. Force Majeure

Both parties shall be relieved from liability under this Agreement if, and to the extent that either party becomes unable to carry out all or any of its obligations, as a result of any event or matter beyond its reasonable control which occurs after the date of this Agreement and which was not reasonable to be foreseen as likely to occur and which the parties could not have taken steps to avoid. Either party will inform the other if it becomes aware of any such event or matter.

6. Confidentiality and Conflict of Interest

The Contractor shall:

- a) maintain as confidential all information with which they become acquainted as a result of their contact with CSR Management Group and its clients. CSR Management Group, its employees and agents will maintain as confidential all information received from the Contractor under this Agreement except for that required to be submitted to Authorised Bodies for the purpose of achieving and maintaining CSR Management Group's status as required by a Certification Body, or as required by law.
- b) disclose to CSR Management Group any potential or actual conflict of interest whatsoever which may arise in connection with services supplied to CSR Management Group, especially any prior relationship with a client or consultancy provided to the client.
- c) confirm their understanding and agreement to the CSR Management Group Impartiality Policy by signing the CSR Management Group Ethics and Code of Conduct Agreement as from time to time amended.

8. Termination

8.1 It is mutually agreed between CSR Management Group and the Contractor that either party may give 3 months' notice to the other of termination of this agreement. Such termination shall be served in writing to the registered office of the other party.

8.2 In the event that the Contractor terminates this Agreement, the Contractor shall:

- a) if requested by CSR Management Group, complete the assignments they have contracted to undertake prior to giving notice to terminate the Agreement;
- b) remove the CSR Management Associate Consultant logo from their Website and unlink it from www.csrmanagement.org within 5 days of termination;

- c) remove CSR Management Group from the applicable consultants LinkedIn profiles and unlink from www.csrmanagement.org within 5 days of termination;
- d) not promote any of their services to a CSR Management Group Client for which they have completed work.

8.3 CSR Management Group may immediately terminate this agreement by notice in writing if the Contractor shall:

- a) be in breach of any terms of this agreement which, in the case of a breach capable of remedy, shall not have been remedied by the Contractor within 21 days of receipt by the Contractor of a notice from CSR Management Group specifying the breach and requiring its remedy;
- b) be incompetent, guilty of gross misconduct and/or any serious or persistent negligence or any action which damages the business of CSR Management Group in the provision of their services hereunder.

9. Exclusion

This Agreement is not exclusive and does not prevent CSR Management Group for any reason using the services of other organisations.

10. Status and Tax Liabilities

10.1 It is hereby declared that it is the intention of the parties that the Contractor shall have the status of a self-employed person and shall not be entitled to any pension, bonus or other fringe benefits from CSR Management Group and it is agreed that the Contractor shall be responsible for all income tax liabilities and National Insurance or similar contributions in respect of their fees and the Contractor hereby indemnifies CSR Management Group in respect of any income tax, costs, penalties, interest and gross-up which may be found due from CSR Management Group in respect of the Contractor's services hereunder.

10.2 The Contractor is expected to carry out the work themselves or to directly manage those within the Contractor's organisation carrying out CSR Management Group work.

10.3 CSR Management Group will at its absolute discretion permit an alternate person to be put forward, provided that the alternate person is wholly satisfactory to CSR Management Group and to the client, in terms of experience, qualifications, competence and any other relevant criteria. The express written agreement of CSR Management Group is required in such circumstances.

11. GDPR

11.1 The contractor confirms receipt and agreement with the following policies, as from time to time amended:

- a) Data Protection Policy, contained in the Associate Consultants Policies and Procedure Pack

11.2 The Contractor agrees to comply with the following policies, contained in the Associate Consultants Policies and Procedure Pack, as from time to time amended:

- a) Data Retention Policy
- b) Staff Privacy Policy
- c) Internet and Email Acceptable Use Policy

12. Ethics, Conduct, Anti-Bribery and Corruption

12.1 The contractor confirms they have received, read, understand and accept the Ethics & Code of Conduct Agreement as detailed in the Associate Consultants Policies and Procedure Pack, as from time to time amended, and agree to comply with its requirements in full.

12.2 The contractor confirms they have received, read, understand and accept the Anti-Bribery and Corruption Policy and Procedure as detailed in the Associate Consultants Policies and Procedure Pack, as from time to time amended, and agree to comply with its requirements in full.

12. Law

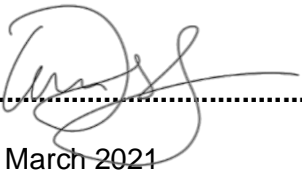
This Agreement shall be governed in accordance with English Law and the parties submit to the non-exclusive jurisdiction of the English Courts.

13. Agreement

For: The Consultant

The Consultant has acknowledged acceptance of these terms and conditions by checking the box next to the text “I have read and agree to the terms and conditions in the Associate Consultant Agreement” on the online form “Associate Consultants Questionnaire”.

For: CSR Management Group Limited

Signed: .....

Date: 3rd March 2021

Name: Ian Dodd

Title: Co-CEO