

SERVICE AGREEMENT

Between

The Sustainability Hub Limited
and **Global Compact Network UK**

The Parties

1. **The Sustainability Hub**, a limited company registered in the United Kingdom (number 8407394) with its registered head office at 153-157 Goswell Road, London, EC1V 7HD.

and

2. **Global Compact Network UK**, a company limited by guarantee (number 8567552) with its registered office at Cooper House, Lower Charlton Estate, Shepton Mallet, Somerset, BA4 5QE.

The Agreement will be in accordance with the following Terms and Conditions unless and until an alternative is specifically agreed between the Parties.

It is agreed that

1 **The Sustainability Hub will support the Global Compact Network UK, by:**

I. Acting as the Focal Point for the UN Global Compact in the UK:

- Lead the relationship between the Global Compact (GC) office and GC signatories in the UK to facilitate communications and promote the GC;
- Lead on the relationships between the Global Compact Network UK and other Global Compact Local Networks around the world to promote responsible business practices in support of the GC;
- Represent the UK Network at GC events, including but not limited to the Annual Local Networks Forum and European Network Meetings;
- Represent the UK Network in dealings with the UK government and other stakeholders.

II. Implementing a Programme of Activity as Directed by the Global Compact Network UK Board:

- Organise Network events, webinars, working groups, and other engagement opportunities as appropriate on Global Compact issues of interest;
- Promote the Global Compact Network UK and the GC more generally;
- Organise additional events as appropriate to give Global Compact Network UK members the opportunity to meet Global Compact staff and/or engage around relevant issues with other stakeholders;
- Assisting Global Compact Network UK members to fulfil the Global Compact's reporting requirement, the Communication on Progress (COP);
- Administrative activities, including responding to inquiries, recruiting new participants, maintaining records, collecting fees;

III. Company Secretary and Accounting Functions:

- Raise invoices for Network participation fees and ensure their timely payment;
- In cooperation with the Global Compact Network UK Chairperson, Board of Trustees, and Nigel Harris of Burton Sweet (the duly appointed auditor/accountant for the company) maintain financial accounts for the UK Network;
- Organise Global Compact Network UK Advisory Group Meetings and Board of Trustees Meetings as required;
- Comply with all relevant statutory reporting and submission requirements of Companies House, HMRC, the Charity Commission, and the UN Global Compact;
- Produce regular reports on Global Compact Network UK finances for the Chairperson, Board of Trustees, and Advisory Group.

IV. Communications:

- Secure and oversee website design and hosting services;
- Maintain the Global Compact Network UK website and other social media accounts with regular updates.

2 General Terms

- I. The UN Global Compact Network UK will pay The Sustainability Hub a fee in the amount of £715,000 +VAT per annum for professional services. In addition, the Global Compact Network UK will reimburse The Sustainability Hub for approved travel and other expenses.

The Sustainability Hub will invoice the Global Compact Network UK at the beginning of every month the amount of £59,583.33 +VAT. Expense claims will be processed at the end of every month.

- II. This document constitutes the total relationship between the parties and no prior correspondence or communication applies.
- III. Variations to this agreement shall be effective only when in writing and signed by both parties.
- IV. This agreement shall have effect from **25 February 2021** until **31 December 2021**, subject to regular review by the Board throughout the contract period to confirm that the Sustainability Hub is fulfilling the requirements of this agreement, and that the Global Compact Network UK has sufficient funds to meet the commitments of this agreement.

3 Notice

Either party may terminate this agreement with 180 days written notice to the other party. In such case the parties will agree a basis for compensation based on work done and commitments made to the date of termination and the return of any funds. Notice is also required if either party intends to not renew this agreement.

4 Assignment

Neither party may, without the written consent of the other, assign this agreement.

5 Governing Law


This agreement shall be governed by and construed in accordance with the laws of England, and any dispute arising shall be determined in England.

6 Partnerships and Joint Venture

This framework of association creates no partnership or joint venture, and neither party can commit the other financially or otherwise to third parties.

7 Delay and Force Majeure

Neither party shall be liable for any delay or failure in performing any obligations under this agreement if such delay or failure is caused by circumstances outside the reasonable control of the party concerned.

Signature: 

Name: **Dr. Márcia Balisciano**

Position: Network Chair

For: Global Compact Network UK

Date: 04 May 2021

Place: London, UK

Signature: 

Name: **Stephen Kenzie**

Position: Managing Director

For: The Sustainability Hub Limited

Date: 04 May 2021

Place: London, UK