**DECLARATION OF ACCESSION
TO THE COLLABORATIVE PLATFORM DRIVE+**

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| **BETWEEN:** | **(1)** | **CSR EUROPE AISBL**, an international non-profit association organized and existing under the laws of Belgium, with registered office at Rue Victor Oudart 7, 1030 Schaerbeek, Belgium and registered in the Crossroads Bank for Enterprises with number 0465.708.282, duly represented for the purpose of this agreement by [Stefan Crets, Executive Director]; |
|  |  | Hereinafter referred to as “**CSR Europe**”; |
| **AND:** | **(2)** | **[COMPANY NAME AND LEGAL FORM],** a company organized and existing under the laws of [COUNTRY], with registered office at [ADDRESS], and registered in the [RELEVANT COMMERCIAL REGISTER] with number [NUMBER], duly represented for the purpose of this agreement by [NAME], [TITLE] and [NAME], [TITLE];Hereinafter referred to as the “**Company**” |

By signing this Declaration of Accession, the Company consents to become a member ( “**Drive+ Member**”) of the Collaborative Platform Drive+ (“**Drive+ Platform**”) on the terms and conditions thereof, and CSR Europe accepts the membership of the Company (“**Drive+ Membership**”).

The parties hereby accept their respective rights and obligations in the framework of Drive+ Platform:

**The Company** confirms that it is a Tier 1 supplier or supplier association according to Annex I and that it accepts the membership requirements in Annex II and the General Terms and Conditions in Annex III.

For this purpose, **the Company** is required to provide the information requested in ANNEX I.

## **CSR Europe** will provide the Deliverables, which are set out in more detail in Annex II and which generally are the following:

## Facilitate the business-led Drive+ Platform. Facilitate the dialogue between Drive+ and Drive Sustainability members

## Coordinate the collaboration between the Drive+ Members and their related activities, as outlined in Annex II.

## To set out the Deliverables for Drive+ in a yearly program that is provided by CSR Europe in January of the year concerned.

The parties agree that CSR Europe is entitled to update Annexes II and III, and such updates will take effect after the Company has been informed in writing and has been provided with an updated Annex.

This Declaration of Accession has been done on [date], in two (2) originals, to be duly signed by the undersigned authorized representatives and whereby each party acknowledges receipt of its own original.

For the Company For CSR Europe

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[Name of the representative] Stefan Crets [Title] Executive Director

**ANNEX I – Company information
*Completion requirement for accession to Drive+***

**About the Company**

* Website: ……………………….
* Products/Services offered as a Tier 1 (supplier or supplier association) to the automotive industry: ……………………….
* Yearly (previous year) turnover (EUR) – reference to your public financial reporting / annual accounts: ……………………….

**Contact person, that will be the representative of the Company in Drive+**

* First name/ last name: ……………………….
* Job title: ……………………….
* Address: ……………………….
* Email: ……………………….
* Phone: ……………………….

**Billing Information:**

All invoices concerning the membership fee to Drive+ go to the address and person as follows:

* Contact person: ……………………….
* Billing address: …………………………………………………………………
* VAT or equivalent fiscal number: …………………….
* Billing requirements (please select the applicable option):

[ ]  Send invoice per e-mail

[ ]  Send invoice in hardcopy per post

[ ]  Upload invoice on your company’s billing platform

[ ]  Other requirements, please specify: …………………………………………………………………

**Do you need a PO number ?**

[ ]  Yes

[ ]  No

Invoicing and payment will be in accordance with the General Terms and Conditions of Annex III.

**ANNEX II - The Collaborative Platform Drive+, its benefits and requirements**

Sustainable supply chains require collaborative efforts of all actors along a supply chain. Drive Sustainability, an initiative of leading automotive OEMs, wants to accelerate this process by working closer with Tier 1 suppliers and supplier associations by promoting the Drive+ Platform.

Drive+ is an engagement opportunity offered to automotive tier 1 suppliers and supplier associations by Drive Sustainability and facilitated by CSR Europe. Drive+ provides suppliers and automotive associations with the opportunity to collaborate closely with Drive Sustainability, to share and learn with OEMs and with peers, and to use the Drive Sustainability toolbox.

1. **Benefits for members of the Collaborative Platform Drive+**

As a Drive+ Member, the Company will receive the following Deliverables provided annually as part of the Drive+ Platform:

1. **Dialogue: Structured follow-up and feedback to Drive Sustainability**

CSR Europe as the platform provider facilitates the dialogue between the Drive+ Members and the Drive Sustainability initiative. The following activities will be delivered:

**Supplier updates**

1. Four (4) times per year, the Drive+ Members will be informed of the Drive Sustainability Steering Committee key points of the agenda and discussions.

**Member consultations**

* 1. The Drive+ Members will be offered two (2) consultations on the SAQ.
	2. The organization will be consulted on two (2) other topics strategic for Drive Sustainability to be confirmed on an annual basis in the Drive+ activity plan.

The consultations will be done by means of surveys, interviews or other means of consultation and will be followed up by supplier dialogue events.

**Communications/Visibility**

1. Provide access to a Drive+ extranet that provides intelligence, information and updates from Drive Sustainability meetings.
2. Drive+ Members are recognized as Associated Partners of Drive Sustainability and can use this for their own communication purposes.
	1. Possibility to use the Drive+ logo on the Company website and communication materials if related to activities aligned to Drive+.
	2. Possibility to be included in the Drive+ dedicated page of the CSR Europe’s website.
3. **Learning & Sharing**

The Company will have the possibility to participate in a learning and sharing activity with the OEMs and peers. These activities are:

* 1. Participation in four (4) specific workshops organized by CSR Europe for the automotive suppliers of Drive+. The OEMs of Drive Sustainability will also be invited to these workshops.
	2. The Company will be invited to join the learning networks/working groups set up with the goal to address common challenges, one example being the learning network development on circular economy.

The topics directly related to the Drive Sustainability working groups will be confirmed through the year.

1. **Access to Drive Sustainability toolbox (upon request):**
	1. **Trainings**: opportunity to send the Company’s suppliers at same cost as Drive Sustainability members to trainings organized by Drive Sustainability (including a voice into the choice of training countries)

Additional costs may apply (to be agreed between the Company and CSR Europe)

* 1. **Master classes**: possibility to participate in master classes (mini-trainings) developed by the OEMs of Drive Sustainability and organized by CSR Europe (free or for a fee TBD depending on the topic and interest)
	2. **Licence-free access to current or future tools implemented by Drive Sustainability** (e.g. Carbon Neutrality tool): access will be granted upon request and on condition of prior OEM approval. Drive+ Members will be granted licence-free access but fees will apply to the tool implementation and to CSR Europe’s facilitation.
1. **Requirements for membership the Collaborative Platform Drive+**
2. **Automotive Industry Guiding Principles to Enhance Sustainability Performance in the Supply Chain**

By becoming a Drive+ Member, the Company declares its engagement and willingness to contribute to the Drive Sustainability mission based on the Automotive Guiding Principles (<https://www.drivesustainability.org/the-guiding-principles/>).

1. **Annual membership fee**

To cover the costs to provide the program as outlined above, a yearly membership fee applies, covering the costs occurring during a calendar year from January 1st to December 31st. If the Company adheres from 1st July of a calendar year, 50% of the annual membership fee is to be paid for that calendar year, as outlined below.

The applicable annual membership fee depends on the turnover of the Company in the last financial year and is as follows (all amounts are excluding VAT):

* if the turnover is less than 5 million €: 1.000 € (500€ for the first calendar year if adhering from the 1st of July of that year).
* if the turnover is between 5 and 200 million €: 2.500 € (1.250€ for the first calendar year if adhering from the 1st July of that year)
* if the turnover exceeds 200 million €: 5.000 € (2.500€ for the first calendar year if adhering from the 1st July of the year)
1. **Anti-trust policy**

By becoming a Drive+ Member, the Company accepts to adhere to the Drive Sustainability [anti-trust policy.](https://drivesustainability.org/wp-content/uploads/2020/04/Anti-trust-policy-1.pdf)

**ANNEX III – General Terms and Conditions**

# Performance of the Platform Deliverables

## CSR Europe will perform its duties and always provide the Platform Deliverables, as set out in Annex I (“**Deliverables**”), in a completely independent manner with due professional care and in accordance with all applicable laws and regulations, including competition and privacy laws. It is understood that all parties are independent contractors engaging for their own respective business and its operations. The membership only covers the contractual arrangements expressly defined herein. Neither party is entitled to act or to make legally binding declarations on behalf of other party. Drive+ will not be considered to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the parties.

## CSR Europe is solely responsible for all the social security and income tax obligations which could possibly result from any contractual or legal relationship existing between CSR Europe and its workers in the framework of the performance of the Deliverables.

## CSR Europe will, upon mutually agreed terms, report on and account for the accomplished projects, achieved results and the overall performance of the Deliverables to assure that these are rendered to the best of CSR Europe’s abilities.

# Obligations of the Company

## The Company will provide CSR Europe access to the Company’s information as may be required for the performance of the Deliverables.

## The Company will appoint a representative who will provide appropriate support from within the Company, for the delivery of the Drive+ activities.

# Fees, costs and invoicing

## 3.1 The annual membership fee includes all costs and expenses of CSR Europe of whatever nature, with the following exception:

* costs that might occur through Drive+ master classes
* fees to any third party providers that might occur with the usage of Drive Sustainability tools, e.g. supplier trainings

 These additional fees/costs will be applicable upon the Company’s registered interest and actual cost approval. They will be invoiced when the underlying activities occur and will need to be paid upfront.

## 3.2 The payment of any fees or reimbursement of costs which are not covered by Articles 3.1 and 3.2 is subject to prior written agreement between the parties.

## The annual membership fee will be invoiced at the start of each calendar year.

## Each invoice must be paid within thirty (30) days after invoice date. In the event of late payment, the outstanding invoice will automatically and without prior notice produce interest at the legal interest rate within the meaning of article 5 of the Belgian Act of 2 August 2002 on combating late payment in commercial transactions (as amended from time to time).

## If payment has not occurred after two (2) written reminders with confirmed receipts from the Company, CSR Europe will charge an administration fee of 10 EUR for each further reminder sent, in addition to its right to terminate membership in accordance with article 4.

# Term and termination

## The Company will become a Drive+ Member at the date of signature of the Declaration of Accession by the second party. The term of the Drive+ Membership will be for the then current calendar year. Drive+ Membership will be tacitly renewed with subsequent terms of one (1) calendar year, unless either party gives written notice to the other party observing a notice period of three (3) months prior to the expiration of the then current term.

## Each Party will be entitled to terminate the Drive+ Membership with immediate effect and by operation of law, without any notice period or any compensation, and without further proof of default in the event that the other Party commits a material breach of the Drive+ Membership and fails to remedy such breach (if capable of remedy) within thirty (30) days after receipt of notice in writing from the other Party.

## Either Party may terminate the Drive+ Membership with immediate effect and by operation of law, without any notice period or any compensation, in the event of the suspension of payment or (the application for) bankruptcy of the other party, or the liquidation or cessation of activities of the other party.

## The termination of Drive+ Membership in accordance with this article 4 will not entitle the Company to a reimbursement of any fees or costs paid pursuant to article 3.

# Conflicts of interest

## CSR Europe agrees not to use the Drive+ Platform to engage in services or other activities which would conflict with or prejudice its responsibilities to the Company under Drive+.

# Confidentiality

## The following is in particular considered as confidential information, without this list being exhaustive: all drawings, formulae, specifications, books, software, instruction manuals, periodic reports, minutes of meetings, journals and accounts, business, trade and manufacturing secrets, oral or written data, whether concerning the business, methods, processes, techniques or equipment of a party, its parent companies, affiliated companies, subsidiaries, or branch offices that should be known to be confidential by a professional and/or transferred confidentially (the “**Confidential Information**”).

##  The parties agree to hold in strict confidence and use all reasonable efforts to maintain the secrecy of Confidential Information during the membership and thereafter (without time limitation and in any case for a minimum period of five (5) years after termination of the membership).

## Neither Party will have any obligation concerning any portion of the Confidential Information which: (i) at the time of disclosure, is in the public domain; (ii) after disclosure, enters the public domain by means other than a breach of the Drive+ Membership requirements; (iii) is information that the receiving party can establish by competent proof was in its possession at the time of disclosure or was independently developed by persons in its employ or otherwise who had no contact with and were not aware of the content of the Confidential Information; (iv) is information that the receiving party obtains from a third party not bound by a duty of confidentiality; or (iv) is information specifically approved for disclosure to third parties by the prior written consent of the other party.

##  The receiving party will not use the Confidential Information for any purpose other than in connection with exercising its rights and fulfilling its obligations hereunder. The receiving party will not disclose any such Confidential Information to any person other than to its officers or employees, or to officers or employees of any of its affiliated companies, or to third party consultants with prior consent in connection with the performance of their professional responsibilities under Drive+. The receiving party will take all reasonable steps to prevent its officers and employees, and any others having access to the Confidential Information, from disclosing to any third party or making unauthorised use of any Confidential Information, or from committing any acts or making any omissions that may result in a violation of the General Terms and Conditions.

# Intellectual property rights

## CSR Europe agrees that the results of the Deliverables performed will belong collective to the Drive+ Members, i.e. CSR Europe, the Company and all the other companies that are Drive+ Members. The Drive+ Members will collectively own all intellectual property rights related to the Drive+ Platform, including but not limited to copyrights, know-how, industrial designs, patents and any other industrial or intellectual property rights or any goodwill that CSR Europe may create in the framework of the performance of the Deliverables.

## The Drive+ Members grant each other a perpetual and irrevocable royalty-free license to the use of those intellectual property rights for their own professional purposes.

# Personal Data

8.1. The Drive+ Members and CSR Europe are to be considered each as separate controllers for the processing of personal data of the other party’s staff and third party contact persons conducted within the scope of the execution of the Drive+ Platform, including compliance with applicable laws and dispute and litigation management following from the Drive+ Platform (“**Purposes**”).

8.2. The Drive+ Members and CSR Europe agree to comply with applicable data protection legislation. Without prejudice to the generality of the foregoing, each party shall ensure that any personal data collected and transferred to the other party have been collected lawfully, fairly and in a transparent manner so as to enable such personal data to be processed lawfully by the other party for the Purposes.

8.3. The Drive+ Members agree to notify their staff and third party contact persons that (i) CSR Europe may process their personal data for the Purposes and (ii) they can contact CSR Europe to obtain more information about data protection by CSR Europe, for example through the privacy notice of CSR Europe on the CSR Europe’s website, and to enforce their data related rights.

8.4. The parties agree to provide reasonable assistance as is necessary to each other to enable them to comply with applicable data protection legislation, including – but not limited to – reasonable assistance with respect to data subject requests and any other queries or complaints from data subjects or data protection authorities.

# Miscellaneous

## Assignment. The rights and obligations of the parties under the Drive+ Platform may not be assigned or delegated in whole or in part without the prior written consent of the other party. Any such assignment or transfer without the prior written consent of the other party will be deemed null and void.

## Severability. In the event that any one or more of the provisions of the Declaration of Accession, of which Annexes I-III form an integral part, will, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provisions. The parties will in good faith replace such provision(s) with (a) provision(s) that is/are valid and enforceable and ensures the same or as approximate an effect as possible as the one aspired by the parties with the invalid, illegal or unenforceable provision(s).

## Force majeure. A Party will not be liable for non-performance or delay in performance caused by any event beyond the reasonable control of that Party such as act of God, war, riot, public disorder, civil commotion, economic sanctions, fire, flood, typhoon, explosion, pandemic, epidemic, terrorism, labour dispute strike or lock-out or other form of industrial action. Any occurrence of force majeure will be reported promptly to the other Party. If the Force Majeure event lasts for more than three (3) months after such notification, CSR Europe has the right to terminate the agreement.

## Applicable law and jurisdiction. The agreement between the parties will be governed by and construed in accordance with the laws of Belgium. Any dispute arising out or in relation with the Drive+ Platform will be finally settled by arbitration in Brussels under the CEPANI Rules of Arbitration. The arbitral tribunal will be composed of one arbitrator. The seat of the arbitration shall be Brussels, Belgium. The arbitration shall be conducted in the English language.