

Ergo Code of Practice



Code of Practice

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Introduction

The Code of Practice sets out the expectations and obligations on both the consultant and the commissioning organisation or client, and is designed to help both parties get the best from the relationship. It is expected that the client and consultant will adhere to the code, and understand their respective roles.

Our Principles

The Directors of Ergo Consulting Limited (Ergo) confirm that they, and their employees, researchers and sub-contractors exhibit standards of behaviour that manifestly follow principles of:

- integrity
- honesty
- objectivity
- openness
- accountability
- professionalism.

Our Activity

We believe that clients, commissioners, their partners and service users are entitled to expect our activity on their behalf to:

- be relevant
- transfer skills
- provide value for money.

Each individual consultant working with or on behalf of Ergo is required to sign up to this Code of Practice, as are organisations wishing to commission consultants through Ergo. Both will be required to demonstrate a commitment and an understanding of the principles, values and obligations set out in the Code.

OBLIGATIONS ON THE CONSULTANT

1 Meeting the client's needs.

Ergo will:

- 1.1. When seeking work, use information that is factual, relevant, and not misleading nor unfair to others
- 1.2 Not offer inducements nor apply undue pressure to potential clients
- 1.3 Only undertake work with those organisations they believe to have credibility, and ethical aims and objectives
- 1.4 Only take on work for which they have relevant experience, skill or qualification.
- 1.5 Always act in the best interests of clients, and be honest and realistic about the client's ideas and expectations, as well as their own limitations
- 1.6 Advise clients if a need could be met free of charge from other sources known to the consultant — using their own knowledge or information from Ergo or other sector support agencies

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- 1.7 Declare at the outset, or as they occur, any special relationships, circumstances or financial concerns that might be seen to create a conflict of interest. This should include any recent or current work with clients with common or competitive interests.

2 Tendering and contracting

Ergo will:

- 2.1 Set out in advance the services to be provided to the client, detailed in a written document. (This should specify what will be delivered, when, who will be involved, the expected outcome and the itemised total cost. Total costs should include VAT, expenses, materials etc.) References should be made available if required
- 2.2 Once contracted to carry out work, confirm in writing any revision to the contract, following discussion and agreement with the client
- 2.3 Only sub-contract work by written agreement with the client and only when necessary and appropriate
- 2.4 Negotiate with the Client at the outset, the intellectual property right (IPR) in any creative outputs such as reports, plans, training materials, etc.

3 The Assignment

Ergo consultants will:

- 3.1 Use their own knowledge, experience and initiative to perform the duties under the assignment in a proper and efficient manner
- 3.2 Actively demonstrate a commitment to the transfer of skills, discourage dependency and share with the client information and resources that were identified during the assignment
- 3.3 Exercise such powers and perform such duties in relation to the business of the Commissioner as may from time to time be vested in or assigned to them by the Commissioner
- 3.4 Perform such additional duties as may be required to complete satisfactorily the performance of the Assignment at their own cost and in their own time, correcting any unsatisfactory performance
- 3.5 Comply with all reasonable directions given to them by the Commissioner including any rules and regulations from time to time laid down by the Commissioner
- 3.6 Maintain the highest standards of professional conduct in a manner that shall not cause the image and reputation of the Commissioner to be diminished in any way
- 3.7 Give advice or make recommendations which are based on fact, and are impartial, realistic, practicable and clearly understandable by the client
- 3.8 Avoid the use of jargon, and produce any written materials in plain language
- 3.9 Keep to agreed timescales and appointments, and respond to telephone calls, letters and messages
- 3.10 Ensure that the client is kept fully informed about the progress of the assignment, and keep records of the work

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- 3.11 Encourage and take note of any feedback from clients and participate in any post consultancy evaluation or review
- 3.12 Respect the confidentiality of clients, (individual or organisational) unless there is a legal or professional obligation for disclosure
- 3.13 Preserve the privacy of the client's information, when required or appropriate
- 3.14 Not accept an assignment knowing that another consultant is serving the client unless assured that any potential conflict between the two assignments is recognised and agreed by the client
- 3.15 Exercise objectivity, integrity and sensitivity in all conclusions communicated to the client when asked to review the work of another professional.

4 Personal Conduct

The Consultant should:

- 4.1 Have due regard for, and comply with, all relevant laws
- 4.2 Show respect and consideration to all the individuals contacted in the course of their work
- 4.3 Promote practices that remove unfair discrimination including (but not limited to) gender, age, nationality, ethnicity, religion, disability, health status, sexuality and background
- 4.4 Act in a way that does not bring discredit to the profession. The consultant should disclose any action taken by a regulatory authority, or legal disputes with clients
- 4.5 Be appropriately insured to cover all relevant risks
- 4.6 Where appropriate, adhere also to the Code of Conduct of their professional body
- 4.7 Recognise the need to ensure that their knowledge and skills are kept up to date and take appropriate action to maintain their own professional development
- 4.8 Not knowingly, without permission, use copyright material or a client's data, materials or techniques that others have developed but not released for public use.

5 Confidentiality

- 5.1 The Consultant shall, during their engagement keep with inviolable secrecy and shall not reveal, disclose or publish to any person other than the Chief Executive and the Directors and the employees of the Commissioner or anybody named by them, any matters concerning the financial relationship between the Consultant and the Commissioner and shall not use for their own purposes or for any purpose other than those of the Commissioner any information of a confidential nature which they may acquire or may have acquired in relation to the business or affairs of the Commissioner
- 5.2 The Consultant shall adhere to confidentiality arrangements as published and/or operated by the commissioner. This should be taken to include any evidence of abuse (for instance those that might arise from child protection policies held by the commissioner). The Consultant should report any such matters arising immediately to the commissioner

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6. Indemnity

- 6.1 Ergo is insured against Public Liability to the value of £5,000,000.
- 6.2 Ergo is insured against Employers Liability to the value of £10,000,000.
- 6.3 Ergo is insured against Professional Indemnity to the value of £500,000
- 6.4 The Consultant shall indemnify and keep the commissioner fully and effectively indemnified against any and all losses, claims, damages, charges, expenses, liabilities, demands, proceedings, and actions which the commissioner may sustain or incur or which may be brought or established against it by any person and which in any case arises out of or in relation to or by reason of:
 - a) negligence, recklessness or wilful misconduct of the Consultant, their employees agents or sub contractors in the provision of service
 - b) breach of any warranties and undertakings
 - c) unreasonable, unauthorised acts or omissions on the part of the Consultant, their employees, agents or sub-contractors.

SECTION B OBLIGATIONS ON CLIENTS

The Client should:

- 7.1 Understand that consultancy is a working partnership requiring time and commitment on both sides
- 7.2 Secure the agreement of the organisation as a whole on the issues to be tackled, and identify who needs to be involved in the consultancy
- 7.3 Be willing to spend time clarifying their needs, to ensure that these are reflected in the Proposal and are communicated clearly to the consultant
- 7.4 Be willing to undertake the preparation of information prior to the consultancy
- 7.5 Supply all information relevant to the consultancy, being honest and open
- 7.6 Use best practice in recruitment
- 7.7 Confirm in writing, at the start of the contract, the terms of appointment
- 7.8 Appoint a named contact person to liaise with all concerned
- 7.9 Keep to agreed timescales and appointments, and respond to telephone calls letters and messages
- 7.10 Raise any concerns with the consultant at the earliest possible stage
- 7.11 Pay invoices promptly in line with the agreed terms of appointment
- 7.12 Understand that the consultant's role is to be independent and to offer an impartial and objective viewpoint

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Definitions used in this Code of Practice

- Client:** the person or organisation contracting with the consultant
- Consultant:** the person(s) contracted to undertake the work
- Consultancy:** the time-limited assignment provided by a consultant as outlined in the tender
- Proposal or Tender:** document from the consultant specifying what they will deliver, how it will be carried out, who will be involved, the expected outcomes and the full cost of the work
- Contract:** signed agreement between both parties (client and consultant).
- IPR:** Intellectual Property Rights gives the creators of a wide range of material, economic rights. It also gives moral rights to be identified as 'the creator', and to object to any distortion or mutilation of it. For more information see <http://www.ipo.gov.uk/home.htm>

I agree to work in accordance with the Code of Good Practice

Name of Consultant

Organisation **Ergo Consulting**

Date

Signature

Review Date: April 2009