PROTECTIONS AGAINST TRAFFICKING IN PERSONS

Sample Supplier Agreement for Facilities Services

The purpose of a Supplier Agreement is to formally record the commitment of a supplier, contractor, subcontractor, or agent to conform to a customer’s code of conduct and applicable legal requirements. It can be a standalone document or included as an appendix to a contract.

The following sample Social Responsibility Agreement is not designed to ensure compliance with specific legal requirements, such as the U.S. Federal Acquisition Regulation (FAR): Combating Trafficking in Persons. Specific compliance requirements should be detailed in the terms and conditions of contracts with subcontractors, suppliers, and agents.

This Supplier Agreement (“Agreement”) is dated this <day> of <month>, <year> by and between <Company Name> Company, <address> (the “Company”) and <Name & Corporate Address of Supplier> (“Supplier”).

Rationale

A. This Agreement is intended to supplement any and all contracts and agreements between the Company and Supplier for the supply of goods or services by Supplier to the Company.

B. The Parties wish to address in this Agreement how they may work collaboratively to achieve the objectives of the Company Supplier Code of Conduct (Appendix xx).

Now therefore, the Parties agree as follows:

1.0 SUPPLIER RESPONSIBILITY

1.1 Supplier confirms that it has read the Company Supplier Code of Conduct, agrees with its statement of requirements and commits to comply with them.

1.2 Supplier will complete the Company Supplier Self-Assessment questionnaire available at <URL for supplier access to SAQ>.

1.3 Supplier will be responsible for identifying any areas of its operations that do not conform to the Company’s Supplier Code of Conduct and for implementing and monitoring improvement programs designed to achieve conformance with the Company Supplier Code of Conduct.

1.4 Upon request by the Company, Supplier will submit a report to the Company
1.5 Supplier will provide the Company, or its nominated representative, on reasonable notice, access to Supplier’s facilities, work sites, and relevant records insofar as they relate to contracts and purchase agreements with the Company to verify information provided in Supplier’s report.

2.0 COMPANY RESPONSIBILITY

2.1 The Company agrees that the report (Section 1.4 above), site access, and records referred to will only be used for the purposes of assessing the Supplier's progress in accordance with the Company’s Supplier Code of Conduct and will not be disclosed to any third party without Supplier’s prior written consent, unless otherwise required by law.

2.2 Where the Supplier’s employees work at facilities owned or operated by the Company, the Company will provide the Supplier complete information about the potential occupational health and safety hazards in the workplace and will work cooperatively with the Supplier to control exposure of Supplier’s employees to workplace hazards.

3.0 SCOPE OF AGREEMENT

3.1 This Agreement applies to all existing and future contracts and purchase agreements between Supplier and the Company.

3.2 This Agreement will remain in force so long as there are any contracts and purchase agreements in force. This Agreement will terminate when and if no contract or purchase agreement is in force.

3.3 This Agreement does not require either the Company or Supplier to enter into any contract nor to enter into any new or further agreement of any kind.

PARTIES SIGNED

For and on behalf of Company: ________________________

Company Name: ________________________

Signature: ________________________

Name: ________________________

Position: ________________________

For and on behalf of Supplier: ________________________

Supplier Name: ________________________

Signature: ________________________

Name: ________________________

Position: ________________________
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Date: ___________________________  Date: ___________________________