



### PROTECTIONS AGAINST TRAFFICKING IN PERSONS

#### Sample Social Responsibility Agreement for Food and Beverage Supply Chains

The purpose of a “Social Responsibility Agreement” is to formally record the commitment of a subcontractor, supplier, 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 Federal Acquisition Regulation (FAR). Specific compliance requirements should be detailed in the terms and conditions of contracts with subcontractors, suppliers, and agents.

This Social Responsibility Agreement (“Agreement”) is dated this [day] of [month], [year] by and between \_\_\_\_\_ Company, [address] (the “Company”) and [name & corporate address of supplier/subcontractor/agent] (“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 Supply Chain Code of Conduct (Appendix 1).

#### Now therefore, the Parties agree as follows:

##### 1.0 SUPPLIER RESPONSIBILITY

- 1.1 Supplier confirms that it has read the Company Supply Chain Code of Conduct, agrees with its statement of requirements, and commits to comply with them.
- 1.2 Supplier will complete the Company Supplier/Subcontractor Self-Assessment questionnaire available at [URL for supplier/subcontractor access to SAQ].
- 1.3 Supplier will be responsible for identifying any areas of its operations that do not conform to the Company’s Supply Chain Code of Conduct and for implementing and monitoring improvement programs designed to achieve conformance with the Company Supply Chain Code of Conduct.
- 1.4 Upon request by the Company, Supplier will submit a report to the Company describing actions taken and progress made by Supplier to meet the requirements of the Company Supply Chain Code of Conduct.

- 1.5 Supplier will provide the Company, or its nominated representative, on reasonable notice, access to Supplier's production facilities, work sites, and relevant records insofar as they relate to contracts and purchase agreements with the Company, in order to verify information provided in Supplier's report.

## **2.0 COMPANY RESPONSIBILITY**

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 Supply Chain Code of Conduct and will not be disclosed to any third party without Supplier's prior written consent, unless otherwise required by law.

## **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 in force. This Agreement will terminate when and if no contract 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      For and on behalf of Supplier:

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_