



PROTECTIONS AGAINST TRAFFICKING IN PERSONS

Sample Social Responsibility Agreement for Subcontractors and Suppliers

The purpose of a “Social Responsibility Agreement” is to formally acknowledge that the subcontractor, supplier, or agent has read and agrees with the company’s supplier code of conduct requirements and commits to conform with them. It can be a standalone document or included as an appendix to a contract. Private security companies should consider utilizing Social Responsibility Agreements with any subcontractors, labor providers or agents, or other service suppliers they work with.

The following sample Social Responsibility Agreement is not intended to ensure compliance with specific legal requirements, such as the U.S. Federal Acquisition Regulation (FAR): Combating Trafficking in Persons, but represents “good practice” and can be further tailored to meet specific company needs. 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, [insert address] (the “Company”) and [insert 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 services or goods, or the recruitment of personnel, 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 1).

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's Social Responsibility Self-Assessment questionnaire available at [insert *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 Supplier Code of Conduct and for implementing and monitoring improvements 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 describing actions taken and progress made by Supplier to meet the requirements of the Company Supplier Code of Conduct.
- 1.5 Supplier will provide the Company, or its nominated representative, upon reasonable notice, access to Supplier's 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 Supplier 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: _____