



RESPONSIBLE SOURCING TOOL

Construction
Industry |
Tool 5

PROTECTIONS AGAINST TRAFFICKING IN PERSONS

Sample Supplier Agreement and Contract Clauses for the Construction Industry

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, contract terms and conditions, and applicable legal requirements. It can be a standalone document or included as an appendix to the contract.

Contract terms and conditions covering the obligations of both the buyer and supplier are the legally enforceable requirements for suppliers to prevent human trafficking, including forced labor.¹ Included in all contracts and purchase agreements with subcontractors, suppliers and agents should be both the buyer's specific performance standards (Schedule P), and the due diligence processes suppliers are expected to implement. The American Bar Association has published a set of model contract clauses to protect worker in the supply chain that align with both the UN Guiding Principles on Business and Human Rights and the 2018 OECD Due Diligence Guidance for Responsible Business Conduct.² The clauses are designed to be used by buyers located in the United States but can be adapted for use by companies in other countries.

The following sample Social Responsibility Agreement is a starting point and not designed to ensure your company's compliance with specific legal requirements, such as the U.S. Federal Acquisition Regulation (FAR): Combating Trafficking in Persons.³ As stated above, specific compliance requirements should be detailed in the terms and conditions of contracts and purchase orders with subcontractors, suppliers, and agents.

¹ The United States recognizes two primary forms of trafficking in persons: forced labor and sex trafficking. For the purposes of this and other tools in the set, several terms are used such as "trafficking in persons," "human trafficking," and "forced labor." In relation to these tools, they refer to a crime whereby traffickers exploit and profit at the expense of adults or children by compelling them to perform labor.

² Model Contract Clauses to Protect Workers in International Supply Chain, Version 2.0, American Bar Association, 2021: [Contractual Clauses Project \(americanbar.org\)](https://www.americanbar.org/contractual-clauses-project)

³ For guidance on complying with the Federal Acquisition Regulation (FAR): Combating Trafficking in Persons, please review Tool 12, RST's Sample Compliance Plan Template.

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 all existing contracts and purchase agreement 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 implement effective due diligence processes to achieve the requirements of the Company Supplier Code of Conduct, as incorporated in the terms and conditions of the Supplier’s contracts(s) with the Company.

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 and the due diligence terms of its contract with the Company, agrees with the statements 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.
- 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, 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 the 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: _____

Date: _____

For and on behalf of Supplier:

Supplier Name: _____

Signature: _____

Name: _____

Position: _____

Date: _____