



# RESPONSIBLE SOURCING TOOL

## Food & Beverage | Tool 5

### PROTECTIONS AGAINST TRAFFICKING IN PERSONS<sup>1</sup>

#### 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.*

*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. 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.<sup>2</sup> 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 not designed to ensure compliance with specific legal requirements, such as the 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.*

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<sup>1</sup> 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.

<sup>2</sup> 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)

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”).

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. 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.<sup>3</sup> 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.

### **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 agrees to establish and maintain a human rights due diligence process appropriate to its size and circumstances to identify, prevent, mitigate, and account for how Supplier addresses the impacts of its activities on the human rights of individuals directly or indirectly affected by its supply chains, consistent

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<sup>3</sup> 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)

with the 2011 United Nations Guiding Principles on Business and Human Rights. Such human rights due diligence shall align with the 2018 OECD Due Diligence Guidance for Responsible Business Conduct.<sup>4</sup>

- 1.3 Human rights due diligence hereunder may include implementation and monitoring of a remediation plan to address issues identified by due diligence that was conducted before the Effective Date.
- 1.4 Supplier shall ensure that each of its agents and subcontractors acting in connection with this Agreement shall engage with Supplier and any other agents and subcontractors in due diligence in accordance with Section 1.2 to ensure compliance with the Company Supplier Code of Conduct. Such relationships shall be formalized in written contracts that secure from the parties terms at least as protective as those imposed by Section 1.2. Supplier shall keep records of such written contracts to demonstrate compliance with its obligations under this Agreement and shall deliver such records to the Company as reasonably requested.
- 1.5 Supplier will on request complete the Company Supplier/Subcontractor Self-Assessment questionnaire available at [URL for supplier/subcontractor access to SAQ].
- 1.6 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.
- 1.7 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.
- 1.8 Supplier will upon request 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

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<sup>4</sup> *OECD Due Diligence Guidance for Responsible Business Conduct*, OECD, 2018: [OECD Due Diligence Guidance for Responsible Business Conduct - OECD](#)

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: \_\_\_\_\_