

Sample: Excerpt of Contract between corporate supplier and its Business Partner (Supplier, Recruitment Agency, Contractor)

Adapted by the Global Business Coalition against Human Trafficking (GBCAT) based on existing guidance¹

1. **Modern Slavery.** “Modern Slavery” includes debt bondage, forced labor, labor trafficking, sex trafficking, and child labor. [Business partner] will not engage in any acts which would be considered to constitute Modern Slavery. Workers shall not be subject to any form of forced, compulsory, bonded, or indentured labor. All work must be voluntary and workers shall have the freedom to terminate their employment at any time without penalty, upon giving reasonable notice. Business Partner will take reasonable steps to ensure that there is no Modern Slavery in its supply chain through engagement with its Suppliers, Subcontractors and other participants.
2. **Compliance with Anti-Modern Slavery Laws.** In performing its obligations under this Agreement, [Business partner] will ensure compliance with all applicable anti-human trafficking, forced labor, and modern slavery laws and rules including the UK Modern Slavery Act 2015 and Australia Modern Slavery Act 2018 (“Anti-Modern Slavery Laws”).
3. **Recruitment Fees and Transportation Expenses.** Business Partner shall not charge workers any fees or costs for recruitment, directly or indirectly, in whole or in part, including costs associated with travel to the receiving country, and processing official job-related documents and work visas in both home and host countries. Workers shall be provided with return transportation to their country of origin, or compensation for the cost of return transportation, upon completion of their employment contract.
4. **Deposits.** Business Partner shall not require any worker, especially migrant workers to lodge monetary deposits or security payments, or have a portion of their pay withheld at any time as a condition of obtaining or retaining employment.
5. **Wages and Benefits.** Business Partner must pay workers at least the minimum wage required by applicable laws, and provide all legally mandated benefits. Wage payments shall be made at regular intervals and directly to workers, in accordance with applicable law, if any, and shall not be delayed, deferred, or withheld. Only deductions, advances, and loans authorized by national law are permitted and, if made or provided, shall only be taken with the full consent and understanding of workers.

Business Partner shall provide information to workers at the time of their hire about hours worked, rates of pay, and the calculation of legal deductions. All workers must retain full and complete control over their earnings. Business Partner must not use wage deductions to keep workers tied to Business Partner or to their jobs. Business Partners shall not hold workers in debt bondage or force workers to work in order to pay off a debt. Deception in wage commitments, payment, advances, and loans is prohibited.

6. **Working Hours.** Business Partner shall not require workers to work in excess of the number of hours permitted by national law. Where the law is silent, normal working hours shall not exceed eight hours per day and 48 per week, and total working hours including overtime shall not exceed 60 hours. All overtime shall be purely voluntary. No worker shall be made to work overtime under the threat of penalty, dismissal, or denunciation to authorities. No worker shall be made to work overtime as a disciplinary measure, or for failure to meet production quotas.

¹ Verité, Responsible Sourcing Tool, <https://www.responsiblesourcingtool.org/tools/codeofconduct>

- 7. Freedom of Movement.** Business Partner shall ensure that workers have unrestricted access to basic necessities such as clean drinking water and toilets during both work and non-work hours at the work site or in employer provided or arranged housing. Workers' freedom of movement shall not be unreasonably restricted. Business Partner must not physically confine workers to the workplace or related premises, such as employer- or recruiter-operated residences; nor shall any other coercive means be used to restrict workers' freedom of movement or personal freedom. Business Partner may not require workers to stay in employer-provided or arranged facilities as a condition of employment unless required by law.
- 8. Retention of Identity or Working Documents.** Business Partner shall not confiscate, destroy, withhold or otherwise deny workers' access to their identity or immigration documents, including work permits and travel documentation (e.g. passports). Identity or immigration documents may be photocopied and returned to worker. Business Partner must provide workers with individual secure and lockable storage facilities for their identification documents and other valuables that are accessible to them at all times.
- 9. Recruitment and Employment Agencies.** Business Partner should hire workers directly whenever possible. When subcontracting of recruitment and hiring is necessary, Business Partner shall ensure that the recruitment agencies they engage operate legally, are certified or licensed by the competent authority in their country of operation, use only trained employees, and do not engage in fraudulent recruitment practices that place workers at risk for human trafficking, forced labor or sexual exploitation. Business Partner will also communicate that if the recruitment agency charges workers recruitment fees, they are in line with the regulation of the workers' source countries. Additionally, all recruitment fees will be paid by the Business Partner and not by any worker.
- 10. Employee Awareness and Training.** Business Partner must make workers aware of their rights and responsibilities at the time of hire by providing them with an employment contract that is written in their native language. The employment contract should contain relevant provisions of this Code and all applicable laws and regulations of their home country. Business Partner must train workers upon arrival on the [Business'] rules and procedures, the grievance process, the housing arrangements (if provided or arranged by the company), and the conditions of work, including any health and safety hazards and the precautions needed to ensure personal safety. Business Partner should also inform workers that it does not tolerate any forms of modern slavery.
- 11. Records and Audit Rights.** Business partner will keep complete and accurate records relating to this Agreement and will take reasonable steps to trace the supply chain of all services pertaining to this Agreement. For a period of one year of the Term of this agreement, [Business] may audit Business Partner to confirm Business Partner's compliance with this Agreement. [Business] or Auditor will only have access to those records of Business partner which are reasonably necessary to confirm such compliance. No advanced notice to Business Partner will be provided if a worker of a Business Partner has suffered from harassment or abuse, or is a victim of modern slavery.
- 12. Reporting.** Business partner will supply information relating to this Agreement and its supply chains as reasonably requested by [Business] to show the steps the Business partner and its supply chain have taken to ensure that there is no Modern Slavery in any part of its business or supply chains which shall include, but not be limited to, information on any training offered and completed by its employees on Anti-Modern Slavery Laws.

- 13. Anti-Modern Slavery Due Diligence.** Business partner will make reasonable efforts to comply with requests related to [Business]' anti-modern slavery due diligence process, including providing requested information. Business partner will implement due diligence procedures for its own Suppliers, Subcontractors and other participants in its supply chains to ensure that there is no Modern Slavery in its supply chains.
- 14. Grievance Mechanism.** Business Partner shall establish an effective, confidential grievance process to ensure that any worker, acting individually or with other workers, can submit a grievance without suffering any prejudice or retaliation of any kind. The grievance procedure shall include an appeals process for workers who disagree with how a grievance is resolved. Grievance mechanisms shall be available in the worker's native language and include the ability to report grievances anonymously.
- 15. Termination.** [Business] reserves the right to terminate this Agreement immediately upon written notice to Business partner if [Business] believes, in good faith, that the Business partner has violated or caused [Business] to violate any Anti-Modern Slavery Laws, or that such a violation is reasonably likely to occur.