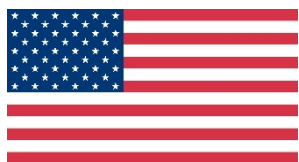


COFFEE Project

Cooperation On Fair, Free, Equitable Employment

Sample Social
Responsibility
Agreements



VERITÉ
Fair Labor. **Worldwide.**

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Sample Social Responsibility Agreements

Introduction

This tool is one of 12 tools comprising the Socially Sustainable Sourcing Toolkit (S3T), which was developed as part of Verité’s Cooperation on Fair, Free, Equitable Employment (COFFEE) Project through generous funding from the US Department of Labor’s Bureau of International Labor Affairs (USDOL-ILAB). The S3T was developed in alignment with USDOL’s **Comply Chain** model, with at least one tool created for each of the eight steps of *Comply Chain* (see graphic below). The tools can be used *à la carte*, but it is important that companies have systems and tools in place for each step of *Comply Chain*.

STEPS OF COMPLY CHAIN AND CORRESPONDING TOOLS

STEP 1. Engage stakeholders and partners

Tool 1. Guidance on stakeholder engagement

STEP 2. Assess risk and impacts

Tool 2. Coffee sector Risk Map

Tool 3. Root cause analysis of labor violations in the coffee sector

STEP 3. Develop a code of conduct

Tool 4. Sample code of conduct clauses

Tool 5. Sample social responsibility agreement

Tool 6. Guidance on recruitment-related risks

STEP 4. Communicate and train across supply chain

Tool 7. Guidance on communicating objectives and standards across the supply chain

Tool 8. Guidelines on monitoring for certifiers and monitors

STEP 5. Monitor compliance

Tool 9. Self-assessment questionnaires for traders, producers, and labor brokers

STEP 6. Remediate violations

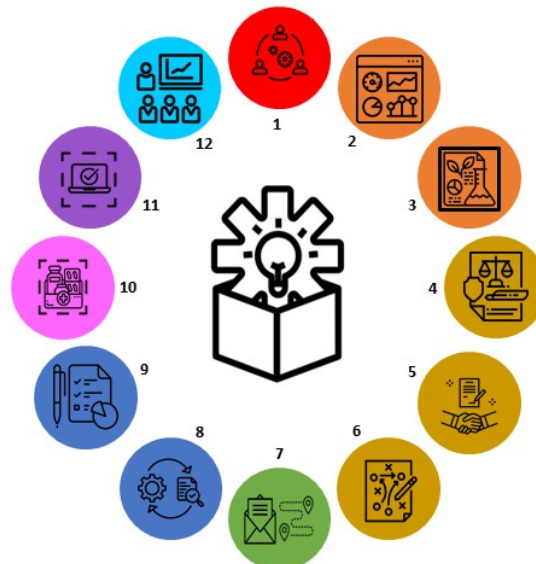
Tool 10. Framework on preventing and remediating labor violations

STEP 7. Independent review

Tool 11. Framework for independent verification

STEP 8. Report on performance

Tool 12. Guide on public reporting for private sector stakeholders



Introduction to the Tool

A “Social Responsibility Agreement” is a formal commitment statement by 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 may be included as an appendix to a contract.

The following sample Social Responsibility Agreement is not designed to ensure compliance with specific legal requirements, and such requirements should be detailed in the terms and conditions of contracts with subcontractors, suppliers, and agents.

This tool includes sample clauses pertaining to Social Responsibility Agreements between coffee roasters or traders and suppliers (coffee traders and producers), as well as between coffee producers and third-party labor providers. Please note that the sample clauses contained in this document only pertain to worker rights considerations and do not include a variety of other social, environmental, and ethical standards that should also be a part of a comprehensive code of conduct.

Sample Social Responsibility Agreement Between Roasters/Traders and Coffee Producers

This Social Responsibility Agreement (“Agreement”) is dated this [day] of [month], [year] by and between _____ Company, [address] (the “Company”) and [name and corporate address of supplier] (“Supplier”).

Rationale

- A. This Agreement is intended to supplement all contracts and purchase 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 shall complete the Due Diligence Questionnaire available at [URL for supplier/subcontractor access to SAQ].
- 1.3 Supplier shall be responsible for identifying any areas of its operations that do not conform to the Company’s Supply Chain Code of Conduct

and for creating and implementing improvement programs to achieve conformance with the Company Supply Chain Code of Conduct.

- 1.4 Upon request by the Company, Supplier will submit a status 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 shall provide the Company, or its nominated representative, on reasonable notice, access to Supplier's production facilities, work sites, and relevant records related 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 status report, site access, and records referred to will only be used for the purposes of assessing the Supplier's progress in achieving compliance 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.

Sample Social Responsibility Agreement Between Coffee Producers and Labor Brokers

This Services Agreement (“Agreement”) is dated this [day] of [month], [year] by and between _____ Company, [address] (the “Company”) and [name and corporate address of third-party labor provider or recruiter] (“Labor Broker”).

Rationale

- A. This Agreement is intended to supplement contracts and agreements between the Company and Labor Broker for the recruitment and management of workers for 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 Labor Broker Responsibility

- 1.1 Labor Broker 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 Labor Broker shall complete the Due Diligence Questionnaire available at [URL for Labor Broker access to SAQ].
- 1.3 Labor Broker shall be responsible for identifying any areas of its operations that do not conform to the Company’s Supply Chain Code of Conduct and for creating and implementing improvement programs designed to achieve conformance with the Company Supply Chain Code of Conduct.
- 1.4 Upon request by the Company, Labor Broker will submit a progress report to the Company describing actions taken and progress made by the Labor Broker to meet the requirements of the Company Supply Chain Code of Conduct.
- 1.5 Labor Broker shall provide the Company, or its nominated representative, on reasonable notice, access to Labor Broker’s relevant records related to recruitment practices and employment contracts with workers hired for the Company, in order to verify information provided in Labor Broker’s report.

2.0 Company Responsibility

The Company agrees that the report, site access, and records referred to will only be used for the purposes of assessing the Labor Broker's progress in accordance with the Company's Supply Chain Code of Conduct and will not be disclosed to any third party without Labor Broker'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 Labor Broker 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 Labor Broker to enter into any contract nor to enter into any new or further agreement of any kind.

Next Steps

The provisions contained in the Social Responsibility Agreement should be embedded in your contracts with your suppliers and/or labor brokers and should be adequately communicated to all relevant suppliers/labor brokers (see Guidance on Communicating Objectives and Standards Across the Supply Chain).