

Sample Social Responsibility Agreements



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Introduction

This tool is one of 17 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). Many of the tools are derived from tools created for the *Responsible Sourcing Tool*, developed by Verité with funding from the U.S. Department of State’s Office to Monitor and Combat Trafficking in Persons (J/TIP). 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

S3T Socially Sustainable Sourcing Toolkit



U.S. Department of Labor Comply Chain Model

- STEP 1. Engage Stakeholders and Partners**
Guidance on Stakeholder Engagement
- STEP 2. Assess Risk and Impacts**
Risk Evaluation for Action in the Coffee Trade (RE-ACT) Dashboard
Root Cause Analysis of Labor Violations in the Coffee Sector
Self-Assessment Questionnaire for Coffee Traders
Self-Assessment Questionnaire for Coffee Producers
Self-Assessment Questionnaire for Labor Brokers
Guidance on Screening and Selection of Labor Brokers
- STEP 3. Develop a Code of Conduct**
Sample Code of Conduct Provisions
Sample Social Responsibility Agreements
Primer on Recruitment-Related Risks in the Latin American Coffee Sector
- STEP 4. Communicate & Train Across Supply Chain**
Guidance on Communicating Objectives and Standards Across the Supply Chain
- STEP 5. Monitor Compliance**
Guidelines on Monitoring of Coffee Farms
Guidance on Monitoring of Labor Brokers
Worker Interview Guide Focused on Recruitment and Hiring
- STEP 6. Remediate Violations**
Management Systems Framework for Preventing and Remediating Labor Risks
- STEP 7. Independent Review**
Framework for Independent Verification of Ethical Sourcing
- STEP 8. Report on Performance**
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. It is also important to note that contracts alone are not enough to guarantee compliance with legal or code of conduct requirements, and that it is necessary to ensure that farmers and labor brokers have adequate profit margins, resourcing, training, and tools to successfully identify, address, and prevent labor risks.

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 and farm-level monitoring 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 written or verbal 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 understands and is committed to complying with legal and customer code of conduct requirements.
- 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 with legal and customer code of conduct requirements and for creating and implementing improvement programs designed to achieve conformance with legal and customer code of conduct requirements.
- 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 legal and customer code of conduct requirements.
- 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 legal and customer code of conduct requirements 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 written or verbal 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*).