

The background of the entire page is a photograph showing a close-up of two hands, belonging to a person wearing an orange long-sleeved shirt and red wristbands, sorting through a large wooden crate filled with ripe, red coffee cherries. The hands are positioned in the center of the frame, with fingers spread, carefully selecting the fruit. The crate is made of dark, weathered wood and is overflowing with the cherries. The background is slightly blurred, showing more of the crate and some greenery, suggesting an outdoor setting like a coffee plantation.

COFFEE Project

Cooperation On Fair, Free, Equitable Employment

Sample Social Responsibility Agreements

TOOL 19 OF 28

Verité
Fair Labor. Worldwide.

About Our Funding

A solid red vertical line.

Funding is provided by the United States Department of Labor under cooperative agreement number IL-31476. This material does not necessarily reflect the views or policies of the United States Department of Labor, nor does mention of trade names, commercial products, or organizations imply endorsement by the United States Government. 100% of the total costs of the project is financed with federal funds, for a total of \$2,500,000.

About the COFFEE Toolkit

This tool is one of 28 tools and 14 online training modules comprising the [COFFEE Toolkit](#), 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 purpose of the COFFEE Toolkit is to promote coffee retailer, roaster, trader, cooperative, and farm adoption of socially sustainable sourcing and farming practices in order to promote improved working conditions for farmworkers in the coffee sector.

The COFFEE Toolkit 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 á la carte, but it is important that companies have systems and tools in place for each step of Comply Chain.



Why Social Responsibility Agreements?

A “Social Responsibility Agreement” is a formal commitment statement between a buyer and its supplier, subcontractor, agent, or other business partner related to compliance with a code of conduct and applicable legal requirements. It can be a standalone document or may be included in a contract.

The following sample Social Responsibility Agreements are not designed to ensure compliance with specific legal requirements; such requirements should be detailed in the terms and conditions of contracts between parties. However, they represent a commitment, in writing, that parties can use to promote and enforce social responsibility expectations. It is important to note that the sample clauses contained in this guide only pertain to worker rights and do not include other social, environmental, and governance standards that are often included in buyer-supplier agreements.

About This Tool

The **purpose** of this guide is to provide sample language that companies can use or adapt in their contracts or other agreements with business partners.

The main **audience** for this guide is two-fold: sample language is provided for buyer-supplier agreements and for coffee farm-labor broker agreements.

Sample Social Responsibility Agreement Between Buyer and Supplier

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 Self-Assessment 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 such as audit/monitoring reports, 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 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/or 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 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 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, recruited and/or managed by Labor Broker 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 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

