



Modern Slavery Model Clauses

ASDEFCON & Contracting Initiatives Modern Slavery Model Clauses

The purpose of this document is to provide procurement officers with Modern Slavery Model Clauses to be inserted into the relevant [ASDEFCON Suite of Tendering and Contracting Templates](#). These clauses were based on Australian Border Force's model clauses, available on the [Government's Modern Slavery Register Website](#).

Procurement officers must still conduct their own enquiries and due diligence before inserting these clauses into the relevant draft [ASDEFCON Suite of Tendering and Contracting Templates](#), including whether this will impact other clauses or documents included in the templates.

When inserting the clauses into the ASDEFCON templates, the ASDEFCON & Contracting Initiatives Team suggests including these clauses in the Policy and Law clause of the relevant draft ASDEFCON Condition of Contract or Deed or as an additional stand-alone clause in the less complex templates.

The example clauses provided below are drafted for inclusion in ASDEFCON Strategic Materiel. Appropriate amendments should be made when including the clauses in other ASDEFCON templates.

Option 1: Short Form

This short form clause is appropriate for contracts where the risks of modern slavery existing in the relevant supply chain have been assessed as low. It imposes more basic or general obligations on the supplier. While the note to drafters in the conditions of contract template indicate that the Modern Slavery clauses are optional, once it is determined that Modern Slavery clauses are required, the clauses below become core and must be inserted.

Insert the following new clause in the relevant Conditions of Contract or Deed, numbered accordingly, as follows:

12.10 Modern Slavery (Core)

- 12.10.1 The Contractor shall take reasonable steps to identify, assess and address risks of Modern Slavery practices in the operations and supply chains used in the provision of the [Insert Services or Supplies as relevant].
- 12.10.2 If at any time the Contractor becomes aware of Modern Slavery practices in the operations and supply chains used in the performance of the Contract, the Contractor shall, as soon as reasonably practicable, take all reasonable action to address or remove these practices, including where relevant by addressing any practices of other entities (including Subcontractors) in its supply chains.

Insert the following defined terms into the Definitions table at Attachment M Glossary:

Term	Status	Definition
Modern Slavery	(Core)	has the same meaning as in the <i>Modern Slavery Act 2018</i> (Cth).

Option 2: Standard Form

This standard form clause builds on the basic obligations from the short form clause and includes obligations about particular Modern Slavery risks, the provision of training and the preparation of a risk management plan. While the note to drafters in the conditions of contract template indicate that the Modern Slavery clauses are optional, once it is determined that Modern Slavery clauses are required, the clauses below become core and must be inserted.

Insert the following new clause in the relevant Conditions of Contract or Deed, numbered accordingly, as follows:

12.10 Modern Slavery (Core)

- 12.10.1 The Contractor shall take reasonable steps to identify, assess and address risks of Modern Slavery practices in the operations and supply chains used in the provision of the **Insert Services or Supplies as relevant**]
- 12.10.2 The Contractor shall:
 - a. ensure Contractor Personnel responsible for managing the operations and supply chains used in the performance of the Contract have undertaken suitable training to be able to identify and report Modern Slavery occurring in the performance of the Contract; and
 - b. promptly notify the Commonwealth after all relevant Contractor Personnel complete this training.
- 12.10.3 The Contractor shall, within one month after the Effective Date, prepare and implement a Modern Slavery Risk Management Plan in relation to its performance of this Contract.
- 12.10.4 The Modern Slavery Risk Management Plan shall detail (at a minimum) the:
 - a. Contractor's steps to identify and assess risks of Modern Slavery practices in the operations and supply chains used in the performance of the Contract;
 - b. Contractor's processes for addressing any Modern Slavery practices of which it becomes aware in the operations and supply chains used in the performance of the Contract;
 - c. content and timing of training for Contractor Personnel about Modern Slavery; and
 - d. Grievance Mechanisms available to Contractor Personnel.
- 12.10.5 If requested by the Commonwealth Representative, the Contractor shall promptly provide the Commonwealth with a copy of its Modern Slavery Risk Management Plan.
- 12.10.6 The Contractor shall comply with the Modern Slavery Risk Management Plan in its performance of this Contract.
- 12.10.7 If at any time the Contractor becomes aware of Modern Slavery practices in the operations and supply chains used in the performance of the Contract, the Contractor shall as soon as reasonably practicable:
 - a. take all reasonable action to address or remove these practices, including where relevant by addressing any practices of other entities (including Subcontractors) in its supply chains; and
 - b. take all reasonable steps to remediate any adverse impacts caused or contributed to by the Contractor from these practices in accordance with the Guiding Principles on Business and Human Rights.
- 12.10.8 Without limiting clause 12.10.7, in performing the Contract, the Contractor shall:

- a. not require Contractor Personnel to pay Recruitment Fees, regardless of the manner, timing or location of the imposition or collection of these Recruitment Fees;
- b. not destroy or exclusively possess, whether permanently or otherwise, the travel or identity documents of Contractor Personnel; and
- c. ensure Contractor Personnel can access a Grievance Mechanism to safely report any instances of Modern Slavery in the operations and supply chains used by the Contractor in its performance of the Contract.

Insert the following defined terms into the Definitions table at Attachment M Glossary:

Term	Status	Definition
Grievance Mechanism	(Core)	means a process for handling a complaint or grievance about Modern Slavery practices that is consistent with the criteria set out in the Guiding Principles on Business and Human Rights.
Guiding Principles on Business and Human Rights	(Core)	means the United Nations' <i>Guiding Principles on Business and Human Rights: Implementing the United Nations "Protect, Respect and Remedy" Framework</i> available at https://www.ohchr.org/documents/publications/guidingprinciplesbusinessshr_en.pdf .
Modern Slavery	(Core)	has the same meaning as in the <i>Modern Slavery Act 2018</i> (Cth).
Modern Slavery Risk Management Plan	(Core)	means the plan to be developed by the Contractor in accordance with clause 12.10.4.
Recruitment Fees	(Core)	means any fees, charges, expenses or financial obligations incurred in order for Contractor Personnel to secure their employment or placement.

Note: for ASDEFCON templates that do not use definition of 'Contractor Personnel' that includes the employees, officers or agents of a Subcontractor, references to 'Contractor Personnel' in the model clauses should be amended to read 'Contractor Personnel and Subcontractor Personnel'.

Option 3: Long Form

The long form clause would be appropriate for contracts where the Commonwealth considers there is a high risk of modern slavery and therefore it is appropriate to take additional steps to ensure these risks are identified and mitigated. The clause builds on the obligations in Option 2, and provides the Commonwealth with a right to review and require amendments to the risk management plan. While the note to drafters in the conditions of contract template indicate that the Modern Slavery clauses are optional, once it is determined that Modern Slavery clauses are required, the clauses below become core and must be inserted.

Insert the following new clause in the relevant Conditions of Contract or Deed, numbered accordingly, as follows:

12.10 Modern Slavery (Core)

- 12.10.1 The Contractor shall take reasonable steps to identify, assess and address risks of Modern Slavery practices in the operations and supply chains used in the provision of the **Insert Services or Supplies as relevant**].
- 12.10.2 The Contractor shall:
- a. ensure Contractor Personnel responsible for managing the operations and supply chains used in the performance of the Contract have undertaken suitable training to be able to identify and report Modern Slavery occurring in the performance of the Contract; and
 - b. promptly notify the Commonwealth after all relevant Contractor Personnel complete this training.
- 12.10.3 The Contractor shall prepare and implement a Modern Slavery Risk Management Plan in relation to its performance of this Contract. The Contractor shall submit the Modern Slavery Risk Management Plan to the Commonwealth within one month after the Effective Date.
- 12.10.4 The Modern Slavery Risk Management Plan shall detail (at a minimum) the:
- a. Contractor's steps to identify and assess risks of Modern Slavery practices in the operations and supply chains used in the performance of the Contract;
 - b. Contractor's processes for addressing any Modern Slavery practices of which it becomes aware in the operations and supply chains used in the performance of the Contract;
 - c. content and timing of training for Contractor Personnel about Modern Slavery; and
 - d. Grievance Mechanisms available to Contractor Personnel.
- 12.10.5 The Contractor shall provide the Modern Slavery Risk Management Plan to the Commonwealth for Approval as part of the PMP. If the Commonwealth rejects the Modern Slavery Risk Management Plan, the Contractor shall promptly make any amendments required by the Commonwealth and promptly resubmit the revised Modern Slavery Risk Management Plan to the Commonwealth for Approval.
- 12.10.6 The Contractor shall comply with the Modern Slavery Risk Management Plan in its performance of the Contract.
- 12.10.7 If at any time the Contractor becomes aware of Modern Slavery practices in the operations and supply chains used in its performance of the Contract, the Contractor shall as soon as reasonably practicable:
- a. notify the Commonwealth of the Modern Slavery practices and provide any relevant information requested by the Commonwealth;

- b. take all reasonable action to address or remove these practices, including where relevant by addressing any practices of other entities (including Subcontractors) in its supply chains;
- c. take all reasonable steps to remediate any adverse impacts caused or contributed to by the Contractor from these practices in accordance with the Guiding Principles on Business and Human Rights;
- d. consult with the Commonwealth about the Contractor's actions and steps under clauses 12.8.7b and 12.8.7c.; and
- e. provide updates to the Commonwealth of its progress in addressing or removing the practices and remediating the adverse impacts on a regular basis and as otherwise requested by the Commonwealth.

12.10.8 Without limiting clause 12.10.7, in performing the Contract, the Contractor shall:

- a. not require Contractor Personnel to pay Recruitment Fees, regardless of the manner, timing or location of the imposition or collection of these Recruitment Fees;
- b. not destroy or exclusively possess, whether permanently or otherwise, the travel or identity documents of Contractor Personnel; and
- c. ensure Contractor Personnel can access a Grievance Mechanism to safely report any instances of Modern Slavery in the operations and supply chains used by the Contractor in its performance of the Contract.

Insert the following defined terms into the Definitions table at Attachment M Glossary:

Term	Status	Definition
Grievance Mechanism	(Core)	means a process for handling a complaint or grievance about Modern Slavery practices that is consistent with the criteria set out in the Guiding Principles on Business and Human Rights.
Guiding Principles on Business and Human Rights	(Core)	means the United Nations' <i>Guiding Principles on Business and Human Rights: Implementing the United Nations "Protect, Respect and Remedy" Framework</i> available at https://www.ohchr.org/documents/publications/guidingprinciplesbusinessshr_en.pdf .
Modern Slavery	(Core)	has the same meaning as in the <i>Modern Slavery Act 2018</i> (Cth).
Recruitment Fees	(Core)	means any fees, charges, expenses or financial obligations incurred in order for Contractor Personnel to secure their employment or placement.
Modern Slavery Risk Management Plan	(Core)	means the plan to be developed by the Contractor in accordance with clause 12.10.4.

Note:

1. for ASDEFCON templates that do not use definition of 'Contractor Personnel' that includes the employees, officers or agents of a Subcontractor, references to 'Contractor Personnel' in the model clauses should be amended to read 'Contractor Personnel and Subcontractor Personnel'.
2. for ASDEFCON templates that do not require the Contractor's risk management practices to be documented in the PMP (or SSMP for ASDEFCON Support), clause 12.10.5 should be replaced with the following clause:

"The Contractor shall provide the Modern Slavery Risk Management Plan to the Commonwealth. The Contractor shall promptly make any amendments required by the Commonwealth and promptly resubmit the revised Modern Slavery Risk Management Plan to the Commonwealth for its further review."