Modern Slavery Sample Clauses for Health Services

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1. Introduction
	1. This guidance has been prepared to support health services in the review and possible revision of terms and conditions when dealing with suppliers directly, i.e. non HSV collective agreements.
	2. The review should cover terms and conditions within both request for tender documentation and final contracts. It is important that health services balance the level of obligation imposed on a supplier through the contract clauses with the size of the supplier, any sub-contracting provisions, the value of the contract and the modern slavery risk of the procurement. To facilitate this, three alternate sample Modern Slavery Clause Options are provided which have been developed on a graduated basis.
	3. Health services should choose the corresponding modern slavery contract clause which matches the overall profile of the procurement, including value, supplier size and modern slavery risk.
	4. Building modern slavery clauses into standard contract terms provides an opportunity for health services to monitor modern slavery risks as part of established contract management processes, and to use the potential breach of contract to initiate dialogue and engagement with the supplier.

**NOTE:** The contents of this document does not constitute legal advice. Health services should seek legal advice prior to the inclusion of modern slavery clauses in their contracts.

1. Modern Slavery Sample Clauses for Health Services

| **Modern Slavery Clause Option 1** | **Modern Slavery Clause Option 2** | **MS Option 3 (significant procurement contracts)** |
| --- | --- | --- |
| [Insert into Definitions] **Modern Slavery** has the same meaning as it has in the Modern Slavery Act 2018 (Cth).  | [Insert into Definitions] **Modern Slavery** has the same meaning as it has in the Modern Slavery Act 2018 (Cth). **Personnel** means any person who is an officer, employee, contractor (including subcontractor) or agent of the Supplier involved in providing the Goods and/or Services. | [Insert into Definitions] **Affiliate** means, in relation to an entity, a related body corporate of that entity, as defined in the Corporations Act 2001 (Cth)**Modern Slavery** means ‘modern slavery' as defined under the Modern Slavery Act 2018 (Cth) and any other analogous conduct or practices.**Personnel** means any person who is an officer, employee, contractor (including subcontractor) or agent of the Supplier involved in providing the Goods and/or Services.**Representatives** means, in relation to the Modern Slavery Act (Cth), a person or entity, its officers, employees, contractors, subcontractors, suppliers, agents, advisers or financiers. |
| X.1 The Supplier must 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 Goods and/or Services.  | X.1 The Supplier must 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 Goods and/or Services.  | X.1In addition to the obligations under the Supplier Code of Conduct, the Supplier represents and warrants that at the date of entering into this Agreement the Supplier:X.1a. has not been convicted of any offence involving Modern Slavery and, to the best of the Supplier's knowledge having made reasonable enquiries, neither its Affiliates nor Representatives have been convicted of any offence involving Modern Slavery;X. 1b. does not engage in any conduct or omission which would amount to an offence involving Modern Slavery and, to the best of the Supplier's knowledge having made reasonable enquiries, neither its Affiliates nor Representatives engage in any conduct or omission which would amount to an offence involving Modern Slavery;X.1c. to the best of the Supplier's knowledge having made reasonable enquiries, is not and has not been, and its Affiliates and Representatives are not or have not been, the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence involving Modern Slavery; X.1d. has no knowledge of any Modern Slavery practises currently occurring within its operations and supply chain or, if it is so aware, it has disclosed this information and has taken and will continue to take appropriate action to mitigate, remediate and reduce those risks; and,X.1e. takes and will continue to take reasonable steps to identify the risk of, and reduce or prevent the occurrence of, Modern Slavery within its operations or supply chains. |
| [Not required]  | X.2 The Supplier will ensure Personnel responsible for managing the operations and supply chains used in the provision of Goods and/or Services under the Agreement have undertaken suitable training to be able to identify and report Modern Slavery. [this may need to be extended to sub-contractors depending on the size and breadth of the sub-contract] | X.2 The Supplier will ensure Personnel responsible for managing the operations and supply chains used in the provision of Goods and/or Services under the Agreement have undertaken suitable training to be able to identify and report Modern Slavery. [this should be extended to sub-contractors and representatives] |
| X.2 If at any time the Supplier becomes aware of Modern Slavery practices in the operations and supply chains used in the provision of Goods and/or Services under the Agreement, the Supplier must as soon as reasonably practicable take action to remove these practices from the operations and supply chains.  | X.3 If at any time the Supplier becomes aware of Modern Slavery practices in the operations and supply chains used in the provision of Goods and/or Services under the Agreement, the Supplier must as soon as reasonably practicable take action to remove these practices from the operations and supply chains. This may include but is not limited to taking reasonable steps to implement remediation activities and or actions as appropriate. | X.3 If at any time the Supplier becomes aware of Modern Slavery practices in the operations and supply chains used in the provision of Goods and/or Services under the Agreement, the Supplier must as soon as reasonably practicable take action to remove these practices from the operations and supply chains. This may include but is not limited to taking reasonable steps to implement remediation activities and or actions as appropriate. |
| X.3 If requested by the Health Service, with at least twenty (20) Business Days’ notice, the Supplier will endeavour to respond to any reasonable requests for information (including any Supplier survey) provided by the Health Service relating to its compliance under clause X.1.  | X.4 If requested by the Health Service, with at least twenty (20) Business Days’ notice, the Supplier must respond to any reasonable requests for information (including any Supplier survey) provided by the Health Service relating to its compliance under clause X.1.  | X.4 If requested by the Health Service, with at least twenty (20) Business Days’ notice, the Supplier must respond to any reasonable requests for information (including any Supplier survey) provided by the Health Service relating to its compliance under clause X.1.  |
| X.4 A Supplier must have a clear policy, process and avenue for receiving complaints, grievances and concerns relating to modern slavery and or human rights violations. | X.5 A Supplier must have a clear policy, process and avenue for receiving complaints, grievances and concerns relating to modern slavery and or human rights violations. | X.5 A Supplier must have a clear policy, process and avenue for receiving complaints, grievances and concerns relating to modern slavery and or human rights violations. |
| [Not required]  | X.6 Where: (a) either the Supplier or the Health Service has identified:    (i) significant or persistent Modern Slavery risks; or,    (ii) alleged Modern Slavery practice(s)  in the operations and supply chains used in the provision of Goods and/or Services under the Agreement; and (b) the Health Service has made reasonable efforts to engage the Supplier to take action to mitigate the risks or to remove the practice(s); and (c) the Supplier fails to take action to mitigate those risks or remove those practice(s), the Health Service reserves the right to terminate the Agreement in accordance with clause [insert reference to “Termination for Cause – Reputation” clause].  | X.6 Where: (a) either the Supplier or the Health Service has identified:    (i) significant or persistent Modern Slavery risks; and/or,    (ii) alleged Modern Slavery practice(s)  in the operations and supply chains used in the provision of Goods and/or Services under the Agreement; and (b) the Health Service has made reasonable efforts to engage the Supplier to take action to mitigate the risks or to remove the practice(s); and, (c) the Supplier fails to take action to mitigate those risks or remove those practice(s),the Health Service reserves the right to terminate the Agreement in accordance with clause [insert reference to ”Termination for Cause – Reputation” clause].  |

1. Disclaimer

The information presented in this document is general in nature and based on HealthShare Victoria’s interpretation of the Modern Slavery Act 2018 (Cth) and any ancillary legislation and regulations in effect at the time and should not be relied on as legal advice. Please consider seeking professional and independent advice from your legal representative/s as to the applicability and suitability of this information and the legislation to your own business needs or circumstances.