



## DP World Modern Slavery and Human Trafficking clauses

### Supplier contracts

1. Compliance with anti-slavery and human trafficking laws and policy  
In performing its obligations under the agreement, [Supplier] shall:
  - a. comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes in force from time to time including, but not limited to, the UK Modern Slavery Act 2015;
  - b. comply with DP World's Modern Slavery and Human Trafficking and General Procurement Policies, as amended from time to time; and
  - c. include in its contracts with its subcontractors and suppliers, anti-slavery and human trafficking provisions that are at least as onerous as those set out in the DP World's Modern Slavery and Human Trafficking Policy.
  
2. Due diligence  
[Supplier] represents and warrants that as of the date of this agreement:
  - a. its responses to DP World's Modern Slavery and Human Trafficking Self-Assessment are complete and accurate, [to the best of its knowledge and belief];
  - b. it has investigated its labour practices, [and those of its primary tier 1 suppliers,] to satisfy itself that there is no modern slavery or human trafficking used anywhere in its business [or by any such direct suppliers]; and
  - c. neither [Supplier] nor any of its officers, employees or other persons associated with it:
    - i. has been convicted of any offence involving slavery and human trafficking; or
    - ii. to the best of its knowledge, has been or is the subject of any formal complaint, investigation, inquiry or enforcement proceedings by any person or regulatory body in connection with slavery and human trafficking.

[Supplier] shall implement anti-slavery and human trafficking due diligence procedures for its subcontractors, and suppliers.
  
3. Subcontracting
  - a. [Supplier] shall not subcontract its obligations under this agreement without the prior written consent of DP World.
  - b. If [Supplier] subcontracts its obligations, [Supplier] shall implement due diligence into, and require contractual undertakings from, its subcontractor to require its compliance with DP World's General Procurement Policy.
  
4. Reporting  
[Supplier] shall notify DP World as soon as it becomes aware of:
  - a. any breach, or potential breach, of DP World's General Procurement or Modern Slavery and Human Trafficking Policies; or
  - b. any actual or suspected slavery or human trafficking in a supply chain which has a connection with this agreement.
  
5. Audits (To be included for UK based suppliers only)  
[Supplier] shall permit the DP World and its third-party representatives, on reasonable notice during normal business hours, to have access to, and take copies of, [Supplier]'s records and any other information, and to meet with Supplier's personnel to audit the [Supplier]'s compliance with its obligations under this agreement.
  
6. Training (To be included for UK based suppliers only)



## DP WORLD

- a. [Supplier] shall implement a training for relevant employees on DP World's General Procurement Policy and DP World's Modern Slavery and Human Trafficking Policy, and its obligation to comply with this.
  - b. [Supplier] shall keep a record of all training offered and completed by its employees on DP World's General Procurement Policy and DP World's Modern Slavery and Human Trafficking Policy and shall make a copy of the record available to DP World on request.
7. Indemnity  
[Supplier] shall indemnify DP World against any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by, or awarded against, DP World as a result of [Supplier]'s breach of any applicable anti-slavery and human trafficking laws, statutes, regulations and codes.
8. Warranties  
[Supplier] represents, warrants and undertakes that it:
  - a. conducts its business in a manner that is consistent with DP World's General Procurement Policy and DP World's Modern Slavery and Human Trafficking Policy; and
  - b. has taken, and will take in the future, all necessary actions and investigations to perform its obligations under this agreement with respect to modern slavery and human trafficking.
9. Termination  
DP World may terminate the agreement with immediate effect by giving written notice to [Supplier] if [Supplier] commits a material breach of DP World's General Procurement Policy or and DP World's Modern Slavery and Human Trafficking Policy that remains outstanding 60 days after the Supplier first became aware of it.