

# THE BOARD OF THE PENSION PROTECTION FUND

## ADDENDUM TO TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES TO THE PPF

### MODERN SLAVERY

Version 2.0, December 2024

*This Addendum is intended to be used in conjunction with the PPF's Terms and Conditions for the Supply of Services to the PPF (the "Core Terms") and can be elected from the Order Form used to call off services under those terms.*

#### 1. Definitions

Except to the extent specified otherwise in this Addendum, defined terms will have the meanings given in the Core Terms.

#### 2. Compliance with Laws and Policies

2.1. In performing its obligations under the Contract, the Supplier shall:

- (a) have and maintain throughout the term of this agreement its own policies and procedures to ensure its compliance with modern slavery and human trafficking Laws, including the *Modern Slavery Act 2015*;
- (b) not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the *Modern Slavery Act 2015* if such activity, practice or conduct were carried out in the UK;
- (c) not require any of its officers, employees or other persons associated with the Supplier or the personnel of any sub-contractors to lodge deposits or identity papers with their employer and shall be free to leave their employer after reasonable notice;
- (d) not use, nor allow its employees or sub-contractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or sub-contractors; and
- (e) not use or allow child or slave labour to be used by its sub-contractors.

2.2. The Supplier represents, warrants and undertakes that at the date of the Order Form and on a continuing basis:

- (a) it conducts its business in a manner that is consistent with its modern slavery policy;
- (b) its responses to the PPF's slavery and human trafficking due diligence questionnaire are complete and accurate; and
- (c) none of the Supplier, its officers, employees or other persons associated with the Supplier:
  - (i) has been convicted of any offence involving slavery and human trafficking; and
  - (ii) having made reasonable enquiries, so far as it is aware or to the best of its knowledge, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking anywhere around the world.

2.3. The Supplier shall, promptly following the PPF's request, provide the PPF with a copy of its latest:

- (a) modern slavery policy; and
- (b) slavery and human trafficking statement; and

shall notify the PPF promptly following any material changes to either the policy or the statement.

#### 3. Sub-Contracting

3.1. If the PPF agrees that the Supplier may subcontract its obligations, the Supplier shall:

- (a) require that each of its Sub-Contractors comply with the Supplier's modern slavery policy and with all applicable modern slavery and human trafficking Laws, statutes, regulations and codes from time to time in force including, but not limited to the *Modern Slavery Act 2015*;
- (b) implement due diligence procedures for its Sub-Contractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains;
- (c) provide the PPF with a copy of any proposed sub-contract, together with any other information that the PPF may reasonably require about the proposed Sub-Contractor; and
- (d) implement an appropriate system of due diligence, audit, and training for its Sub-Contractors that is designed to ensure their compliance with the Supplier's modern slavery policy.

#### 4. Notifications and Reports

4.1. The Supplier shall notify the PPF as soon as it becomes aware of:

- (a) any breach, or potential breach, of the Supplier's modern slavery policy; or
- (b) any actual or suspected slavery or human trafficking in a supply chain which has a connection with this agreement.

4.2. The Supplier shall prepare and deliver to the PPF, promptly following each anniversary of the Effective Date of the Contract, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business.

4.3. The Supplier shall:

- (a) maintain a complete set of records to trace the supply chain of all Services provided to the PPF in connection with this agreement;
- (b) permit the PPF and its third-party representatives, on reasonable notice during normal business hours to have access to and take copies of the Supplier's records and any other information and to meet with the Supplier's Personnel to audit the Supplier's compliance with its obligations under this Addendum;
- (c) implement annual audits of its compliance, and its Sub-Contractors' compliance, with the Supplier's modern slavery policy, either directly or through a third-party auditor;

(d) report the discovery or suspicion of any slavery, trafficking, forced labour, child labour, involuntary prison labour or labour rights abuses by it or its sub-contractors to the PPF and the Modern Slavery Helpline<sup>1</sup> and relevant national or local law enforcement agencies.

4.4. If the Supplier notifies the PPF pursuant to clause 4.3(d) it shall respond promptly to the PPF's enquiries, co-operate with any investigation, and allow the PPF to audit any books, records and/or any other relevant documentation in accordance with the Contract.

## **5. Training**

5.1. The Service Provider shall implement a system of training for its employees and Sub-Contractors to ensure compliance with the Supplier's modern slavery policy.

5.2. The Service Provider shall keep a record of all training offered and completed by its employees and Sub-Contractors to ensure compliance with the Supplier's modern slavery policy and shall make a copy of the record available to the PPF on request.

## **6. Remedial Action**

6.1. If the Supplier or the PPF identifies any occurrence of modern slavery connected to this Contract, the Supplier shall, at the request of the PPF, submit a remedial action plan which follows the form set out in Annex D to PPN 02/23, *Tackling Modern Slavery in Government Supply Chains*<sup>2</sup>.

6.2. If the Supplier is in material breach of any of clauses 2 (*Compliance with Laws and Policies*), 3 (*Sub-Contracting*), 4 (*Notifications and Reports*) or 5 (*Training*), the PPF may by notice:

(a) require the Supplier to remove from performance of the Contract any officers, employees, Sub-Contractors, or other persons associated with it whose acts or omissions have caused the material breach; or

(b) terminate the Contract by written notice in accordance with clause 6.4(a) of the Core Terms.

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<sup>1</sup> "Modern Slavery Helpline" means the mechanism for reporting suspicion, seeking help or advice and information on the subject of modern slavery available online at <https://www.modernslaveryhelpline.org/report> or by telephone on 08000 121 700.

<sup>2</sup> PPN 02/23, *Tackling Modern Slavery in Government Supply Chains* [can be found here](#).