

Supplier’s ESG (Environmental, Social and Governance) and Legal Compliance Clause

[X] ESG (Environmental, Social and Governance) and Legal Compliance

[X].1 In this Clause [X], the following terms shall have the following meanings:

["Applicable Laws"]	means [all laws, statutes, regulations, [and codes] from time to time in force applicable to the Supplier in relation to the subject matter of the Agreement] <b>OR</b> [those legal measures set out in Schedule [A] to the Agreement;]
["Customer’s Supplier Code of Conduct"]	means the code identified by that title [and attached to the Agreement as Schedule C] [already provided by the Customer to the Supplier;]
["Customer’s Supplier Policy"]	means the policy identified by that title [and attached to the Agreement as Schedule C] [already provided by the Customer to the Supplier;]
["Customer’s Mandatory Requirements"]	means the policies identified by that title [and attached to the Agreement as Schedule [A]] <b>OR</b> [already provided by the Customer to the Supplier;]
["Supplier’s Self- Certification"]	means the provision to the Customer in accordance with Clause [X] of a document in the form of the Certificate;]
["Certificate"]	means a document in the form of the draft Certificate set out in Schedule [A] to the Agreement that is completed, signed, dated and issued on behalf of the Supplier by a person duly authorised by the Supplier to do so.]

[X].2 The Supplier hereby confirms that it complies with all Applicable Laws] [and] [the Customer's Mandatory Policies] at all times.

[X].3 The Supplier shall provide the Customer with the Agreement at intervals of <<insert number, e.g. insert number, e.g. insert number, e.g. insert number>> weeks][months], and the Supplier shall provide the confirmation given by the Supplier in each Certificate.

[X].4 Whenever the Customer notifies the Supplier of amendments to [the Customer's Supplier Code of Conduct] [or] [the Customer's Mandatory Policies] to the Supplier, the Supplier shall be effective upon and from the date of such notification.

[X].5 Any breach of any provision of the Agreement by the Supplier of a Certificate shall constitute a material breach of the Agreement under <<insert relevant law>>.

and that it agrees to [comply with all Applicable Laws] [and] [the Customer's Supplier Code of Conduct] [and] [the Customer's Mandatory Policies] at all times.

the Customer on <<insert date>> the Agreement at intervals of <<insert number, e.g. insert number, e.g. insert number, e.g. insert number>> weeks][months], and the Supplier shall provide the confirmation given by the Supplier in each Certificate.

from time to time, it may notify the Customer of amendments to [the Customer's Supplier Code of Conduct] [or] [the Customer's Mandatory Policies] to the Supplier, the Supplier shall be effective upon and from the date of such notification.

by the Supplier or any issue by the Supplier of a Certificate shall constitute a material breach of the Agreement which is irremediable under <<insert relevant law>>.

**[SCHEDULE A – PART A]**  
**ESG and Legal Compliance Certificate**

TO: The Customer

The Supplier hereby confirms that in accordance with Clause [X] of the Agreement between the Supplier and the Customer (the "Agreement") that

- since [that date] OR [the date of this one] and up until [the date of this one] the Supplier has fully complied with [all Applicable Laws] [and] [the Customer's Supplier Code of Conduct] [and] [the Customer's Mandatory Policies] except as follows: <<insert details of any non-compliance>>
- the Supplier will continue to comply with [all Applicable Laws] [and] [the Customer's Supplier Code of Conduct] [and] [the Customer's Mandatory Policies] during the period of the Agreement.
- the Supplier will duly report any non-compliance with the Agreement promptly report any non-compliance with the Agreement as [reasonably] practicable

Signed by .....

**ESG and Legal Compliance Certificate**  
**Declaration by the Supplier**

in accordance with Clause [X] of the Agreement between the Supplier and the Customer (the "Agreement") that

the Supplier hereby confirms that in accordance with Clause [X] of the Agreement between the Supplier and the Customer (the "Agreement") that

the Supplier will continue to comply with [all Applicable Laws] [and] [the Customer's Supplier Code of Conduct] [and] [the Customer's Mandatory Policies] during the period of the Agreement.

the Supplier will duly report any non-compliance with the Agreement promptly report any non-compliance with the Agreement as [reasonably] practicable

S

Full name of Supplier's signatory: .....

For and on behalf of the

Full name of Supplier

Dated: .....

A

[Supplier's APPLICABLE LAWS]

relevant laws etc>>

M

[Supplier's POLICIES]

applicable>>

[the Supplier's Code of Conduct]

[Supplier's Supplier Policy]

[the Supplier's Sustainability Policies]

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