

Document tendered by
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 Received by
 Shaza Barbar
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 Resolved to publish Yes / No

the necessary information as requested by the NSW Entity, the Principal or the auditor.

- (e) The Service Provider must provide to the Principal any information or other assistance, as reasonably requested by the Principal, to enable the Principal to meet its obligations under the Aboriginal Procurement Policy.
- (f) The obligations of the Service Provider under this clause 2 survive termination of this Deed.

3. Modern Slavery

3.1 Definitions

In this clause 4:

“**Anti-slavery Commissioner**” means the Anti-slavery Commissioner appointed under the *Modern Slavery Act 2018* (NSW).

“**Information**” may include (as applicable) information as to any risks of, actual or suspected occurrences of, and remedial action taken in respect of, Modern Slavery but excludes “personal information” as defined in the *Privacy and Personal Information Protection Act 1998* (NSW) or information which tends to identify individuals.

“**Modern Slavery**” has the same meaning as in the Modern Slavery Laws and includes slavery, servitude, forced labour, human trafficking, debt bondage, organ trafficking, forced marriage and the exploitation of children.

“**Modern Slavery Laws**” means, as applicable, the *Modern Slavery Act 2018* (NSW) and the *Modern Slavery Act 2018* (Cth).

“**Modern Slavery Offence**” has the same meaning as in the *Modern Slavery Act 2018* (NSW).

“**Modern Slavery Statement**” means a modern slavery statement as required or volunteered under the *Modern Slavery Act 2018* (Cth).

3.2 Compliance

The Service Provider warrants that, as at the date of its execution of this Deed, neither the Service Provider, any entity that it owns or controls or, to the best of its knowledge, any Subcontractor, has been convicted of a Modern Slavery Offence.

3.3 Information

3.3.1 The Service Provider must:

- (a) subject to any restrictions under any applicable laws by which it is bound, provide to the Principal, within 30 days of a request by the Principal, any Information and other assistance, as reasonably requested by the Principal, to enable the Principal to meet its obligations under the Modern Slavery Laws and associated regulatory requirements (for example, annual reporting requirements and NSW Procurement Board directions), including cooperating in any Modern Slavery audit undertaken by the Principal (including by a third party on behalf of the Principal) or the NSW Audit Office, providing reasonable access to the Principal's/Audit Office's auditors to interview the Service Provider's staff and, so far as these matters are known to the Service Provider, disclosing the source, place and country of origin of goods and services being supplied;
- (b) within 7 days of providing a Modern Slavery Statement to the Commonwealth, provide a copy of that Modern Slavery Statement to the Principal; and

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compensation in respect of such termination (other than payment for work performed by the Service Provider under this Deed and unpaid up until the date of termination), on any one or more of the following grounds:

- (a) The Service Provider has failed to disclose to the Principal, prior to execution of this Deed, that the Service Provider, or any entity owned or controlled by the Service Provider, has been convicted of a Modern Slavery Offence;
- (b) The Service Provider, or any entity owned or controlled by the Service Provider, is convicted of a Modern Slavery Offence during the term of this Deed;
- (c) In the Principal's reasonable view, the Service Provider has failed to notify the Principal as soon as it became aware of an actual or suspected occurrence of Modern Slavery in its operations or supply chains (or in those of any entity that it owns or controls);
- (d) In the Principal's reasonable view, the Service Provider has failed to take reasonable steps to respond to and address an actual or suspected occurrence of Modern Slavery in its operations or supply chains (or in those of any entity that it owns or controls); or
- (e) In the Principal's reasonable view, the Service Provider has otherwise committed a substantial breach (including multiple minor (non-trivial) breaches) of clause 4.2 or clause 4.3.