CHILD AND FORCED LABOUR DECLARATION

Date: .../.../202...

Project Name : _____

To : _____

We hereby declare that we are familiar with the following definitions :

Child Labour : Work that deprives children (any person under 18) of their childhood, their. potential and their dignity, and that is harmful to their physical and/or mental development.

Forced labour : Situations in which persons are coerced to work through the use of violence or intimidation, or by more subtle means such as accumulated debt, retention of identity papers or threats of denunciation to immigration authorities

We, the undersigned, declare that, if awarded the Contract, we, including our Subcontractors and suppliers/ manufacturers, are required to comply with the contractual Forced Labour obligations and avoidance of Child Labour according to ILO conventions and Zambian legal obligations

In this regard, we:

(a) declare that we currently do not and shall not engage in, support, or permit any form of forced, bonded, or indentured labour, including the trafficking of persons for labour or sexual exploitation.

(b) Declare that there will be no Forced Labour among the staff, employees, workers and any other persons employed or engaged by us;

(c) shall ensure that all work is voluntary and that employees are free to leave their employment after reasonable notice. No employee shall be coerced into employment through force, threats, or fraudulent practices.

(d) shall not withhold or confiscate identity documents, work permits, or any personal belongings of employees as a condition of employment or as a means of coercion.

(e) shall not require employees to work to repay a debt, whether acquired directly or indirectly, or impose any other form of bonded labour.

(f) declare that staff, employees, workers and any other persons employed or engaged, will be hired under employment conditions that meet international regulations in this matter;

(g) shall not allow any forms of slavery or practices similar to slavery, such as the sale and trafficking of children, debt bondage and serfdom and forced or compulsory labour, including forced or compulsory recruitment of children for use in armed conflict;

(h) shall comply with the minimum age for employment as established by national laws and regulations in, and in accordance with ILO conventions. No child under the legal minimum age or the age of completion of compulsory education, whichever is higher, shall be employed.

(i) shall not engage in the use, procuring or offering of a child for prostitution, for the production of pornography or for pornographic performances;

(j) shall not use, procuring or offering of a child for illicit activities, in particular for the production and trafficking of drugs as defined in the relevant international treaties;

(k) shall not work which, by its nature or the circumstances in which it is carried out, is likely to harm the health, safety or morals of children.

(l) shall not engage in, support, or permit any work for children that is inherently hazardous or harmful, or that, due to the conditions under which it is performed, poses a risk to their health, safety, or morals.

(m) shall implement effective systems to monitor, report, and enforce compliance with these commitments, including conducting regular audits and providing workers with mechanisms to report violations without fear of retaliation.

(n) will include in our contracts with Subcontractors/ suppliers/ manufacturers of obligations to prevent Forced Labour among the staff, employees, workers and any other person employed or engaged by the Subcontractor/ supplier/ manufacturer;

(o) will include in our contracts with Subcontractors/ suppliers/ manufacturers, that the Subcontractors/ suppliers/ manufacturers include an obligation to prevent Forced Labour in all contracts that they execute with their suppliers/ manufacturers;

(p) will monitor our Subcontractors/ suppliers/ manufacturers on implementation of obligations to prevent Forced Labour among the staff, employees, workers and any other person employed or engaged by them;

(q) will require our Subcontractors to monitor their suppliers/ manufacturers on implementation of obligations to prevent Forced Labour among the staff, employees, workers and any other person employed or engaged by them;

(r) will require our Subcontractors/ suppliers/ manufacturers to immediately notify us of any incidents of Child and/or Forced Labour;

(s) will immediately notify the Employer any incident of Child and/or Forced labour on the site, or premises of Subcontractors/ suppliers/ manufacturers;

(t) In the event of a breach, the we shall take immediate action to release the individual from forced labour conditions and provide appropriate support, including access to legal assistance, repatriation, and rehabilitation services.

[Provide each firm's name, address, primary contact, e-mail address, and the link to the firm's website] ***OR*** confirm that you have not yet finalized the Subcontractors/ suppliers/ or any manufacturer contract, but when known the firm/s name(s), address(es), primary contact(s), email address(es) and web site link(s) will be provided to us, prior to signing the contract, with documentation demonstrating compliance with forced labour obligations for approval].

THEN

If (c) above is applicable, attach evidence of how these contract obligations are/will be made.

If (d) above is applicable, attach evidence of how these contract obligations are/will be made.

If (e) above is applicable, please attach evidence of how this monitoring/due diligence is/will be undertaken (such as your inspection protocols, use of inspection agents, frequency of inspections, examples of previous factory/labour inspection reports etc.).

If (f) above is applicable, please attach evidence of how this monitoring/due diligence is/will be undertaken by Subcontractors (such as their inspection protocols, use of inspection agents, frequency of inspections, examples of previous factory/labour inspection reports etc.).

We declare all the information and statements made in this Form are true, and we accept that any misrepresentation contained in this Form may lead to our disqualification by the Buyer and/or sanctions.

Name of the Contractor/Supplier _____

Person duly authorized to sign on behalf of the Contractor/Supplier:

Name of the person signing _____

Title of the person signing _____

Signature of the person signing _____

Date signed _____ day of _____, _____

*: In the case of the quote submitted by joint venture specify the name of the Joint Venture as Contractor/Supplier

**: Person signing the quote shall have the power of attorney given by the supplier attached to the quote *[Note: In case of a Joint Venture, the Forced Labour Declaration must be in the name of all members to the Joint Venture that submits the quote.]*