

**Request for tender**

***Strictly confidential***

Tenderer: [Insert Name]

Date completed: [Insert Date]

The contents of this request for tender and all other information and materials provided by or on behalf of MLA are the property of MLA and are confidential to MLA. All materials provided by or on behalf of a tenderer to MLA will become the property of MLA. There is no payment for tender applications.

Version 2 092023

TABLE OF CONTENTS

SECTION 1 3

1. INTRODUCTION AND INSTRUCTIONS 3

1.1 MLA 3

1.2 Invitation 3

1.3 Tenders 3

1.4 Ownership of tenders 4

1.5 Disclosure 5

1.6 Questions 5

1.7 Extension of Closing Date 5

1.8 Confidentiality 5

1.9 Discussion and public statements 5

1.10 Conflict of interest 5

1.11 Budget information 6

1.12 Project Access Fee 6

1.13 Tender validity period 6

1.14 Applicable law 6

1.15 Privacy 6

1.16 MLA’s rights 7

1.17 Tender evaluation 8

1.18 Costs 9

1.19 Binding agreement 9

1.20 Selection process 9

SECTION 2 10

1.1 Details of tenderer 10

1.2 Funding eligibility 10

1.3 Pricing 10

1.4 Proposed subcontractors and suppliers 10

1.5 Insurance 10

1.6 Corporate Governance 11

1.7 References 12

SECTION 3 - SPECIFICATION 13

SECTION 4 – MLA TERMS 14

SECTION 5 - DECLARATION 15

1.1 For corporate tenderers 15

1.2 For individual tenderers 16

SECTION 6 – CORPORATE GOVERNANCE DISCLOSURES ANNEXURE 17

1.1 Conflicts of interest 17

1.2 Gifts or hospitality 17

1.3 Anti-bribery and corruption 17

SECTION 7 – MLA MODERN SLAVERY QUESTIONAIRE 18

SECTION 1

* 1. INTRODUCTION AND INSTRUCTIONS
     1. MLA
        + 1. Meat & Livestock Australia Limited (ABN 39 081 678 364) and its related body corporate Integrity Systems Company Limited (ABN 34 134 745 038) (together, “**MLA**”) undertake a range of research and development and marketing programs designed to benefit beef, sheepmeat and goatmeat industry participants, from livestock producers to retail service providers. It also provides a number of research and development and marketing services to related industry sectors including meat processors and live animal exporters.
     2. Invitation

MLA invites interested parties to submit tenders by 5pm (AEST) on 18/04/2024 (“**Closing Date”**), to Global Review of livestock traceability systems.

* + 1. Tenders

Tenders must comply with all requirements specified in this request for tender.

Please submit an electronic/soft copy of the tender. All submissions must be emailed to gsherring@mla.com.au

All questions in Section 2 must be completed by the tenderer.

Section 3 describes MLA’s requirements for Global Review of livestock traceability systems (“**Specification”**). Each tenderer must provide a statement detailing how it would meet MLA’s requirements in Section 3.

Section 4 contains the terms upon which MLA will enter into an agreement with the successful tenderer. These terms contain minimum legal requirements that must be satisfied before MLA is prepared to enter into an agreement with a supplier and will apply unless the successful tenderer has an existing umbrella agreement with MLA. For the majority of tenders and to the extent permitted by law, MLA’s terms are not open to negotiation. The tenderer acknowledges and agrees that submitting a tender to MLA will constitute acceptance of all terms of the agreement in Section 4 by the tenderer. If a tenderer has previously agreed relevant umbrella terms with MLA then those umbrella terms will instead apply.

Section 5 contains a declaration to be completed by the tenderer.

Section 6 and Section 7 should be completed by the tenderer if there are additional corporate governance disclosures required as part of the response to Section 2.

All tenders should contain:

* + - * 1. the answers to the questions and information required in **Section 2**;
        2. any additional information, reports or documents required in relation to the Specification in **Section 3**;
        3. a statement detailing how the tenderer will meet MLA’s requirements in **Section 3**;
        4. confirmation that, if successful, the tenderer will enter into an agreement with MLA on the terms set out in **Section 4** or on any previously agreed umbrella terms; and
        5. the completed declaration in the form set out in **Section 5.**

MLA will treat all tenders in confidence.

* + 1. Ownership of tenders

The documents which comprise this request for tender and any other material provided by MLA to tenderers, including any intellectual property rights in the same, remain the property of MLA (“**MLA Material**”).

MLA grants each tenderer a non-transferable, non-exclusive, royalty-free licence to use the MLA Material for the purposes of this tender process.

Any intellectual property rights that exist in a tenderer’s response to this request for tender, other than the intellectual property rights in the MLA Material, will remain with the tenderer or its third party licensors (“**Tenderer IP**”).

The tenderer acknowledges and agrees that all material submitted by a tenderer in response to this request for tender will become the property of MLA on receipt by MLA.

The tenderer grants MLA and its employees, agents, contractors and advisers a non-exclusive, irrevocable, royalty-free licence to copy, adapt, modify and create derivate works from the Tenderer IP for the purposes of evaluating the tender.

* + 1. Disclosure

In providing a tender the tenderer agrees to the disclosure of information in the tender to MLA’s employees, agents, contractors and advisers, for the purposes of this tender process, as required by law or otherwise with the tenderer’s consent.

Tenderers must clearly identify any information that they consider should be protected as confidential or commercially sensitive information.

* + 1. Questions

Any questions must be submitted in writing to the email address specified in section 1.3 above. MLA may provide the answers to such questions at its discretion and may share the answers with all tenderers. A tenderer may request that a question be treated as proprietary (where the information disclosed is considered commercially sensitive to the tenderer).

* + 1. Extension of Closing Date

MLA may extend the Closing Date. Tenderers may request an extension in writing via email to the email address specified in section 1.3 above at least 3 business days prior to the Closing Date and must provide reasons in support of the request.

Any extension of time will be granted to all tenderers, not only the tenderer requesting the extension.

* + 1. Confidentiality

The contents of this request for tender and all other information and materials provided to a tenderer by or on behalf of MLA relating to this tender, including information provided prior to the release of this document, are confidential to MLA, to the extent such information and materials are not publicly available or in the public domain at the time disclosed.

A tenderer must not use copy, reproduce, distribute or disclose such information or materials (except to the tenderer’s employees, agents, contractors and advisers for the sole purpose of enabling the tenderer to submit a tender).

* + 1. Discussion and public statements

Unless expressly provided in this request for tender, tenderers and their employees, agents, contractors and advisers must not at any time during the tender process approach or discuss with any MLA employees, agents, contractors or advisers (except the MLA Contact) any matter relating to the request for tender or the tender.

Tenderers must not make any public statement about this request for tender without the prior written consent of MLA.

* + 1. Conflict of interest

A tenderer must not have any actual, potential or perceived conflict of interest between its interests and the interests of MLA in connection with this request for tender. If an actual, potential or perceived conflict of interest arises, the tenderer must immediately notify MLA in writing and MLA will:

enter into discussions to seek to resolve such conflict of interest and require the tenderer to take such steps as MLA may reasonably require to resolve or otherwise deal with the conflict;

* + - * 1. exclude the tenderer from further participation in this request for tender and disregard the tender provided by such a tenderer; or
        2. take any other action it considers appropriate.
    1. Budget information

Budget information specified in tenders must:

* + - * 1. be expressed in Australian dollars;
        2. be inclusive of all charges, and expenses;
        3. identify separately the duties and taxes, including goods and services tax (**GST**) component of the price; and
        4. apply for the duration of the provision of the goods and services contemplated by this request for tender.
    1. Tender validity period

Each tender must remain open for acceptance by MLA for a period of at least six months from the Closing Date. The tenderer should specify any longer periods for which the offer remains valid.

* + 1. Applicable law

The laws of New South Wales apply to this request for tender.

* + 1. Privacy

Each tenderer must ensure that it complies with the *Privacy Act 1988* (Cth) in submitting its tender and, if successful, in entering into an agreement for the provision of goods and services contemplated by this request for tender.

MLA will collect your personal information for the purposes of administering this request for tender, including corresponding with you about this tender and evaluating your tender. If you choose not to provide some or all the required personal information, we may not be able to consider your tender.

MLA may disclose your personal information to:

* + - * 1. our related entities, international offices, and representatives for the purpose of our business only;

Please refer to our privacy policy (<https://www.mla.com.au/general/privacy/>) for further details about how we handle your personal information, how you may access or request correction of your personal information or make an enquiry or complaint about our handling of your personal information.

* + 1. MLA’s rights

MLA reserves the right to:

* + - * 1. reject any tender;
        2. close the right to submit tenders at any time before the Closing Date, without giving any reason or communicating such closure to any person;
        3. accept late tenders;
        4. accept any tenders which do not otherwise comply with the terms of this request for tender;
        5. accept part tenders;
        6. withdraw this request for tender or issue a new request for tender;
        7. vary the terms of this request for tender;
        8. negotiate directly with any person before or after the Closing Date;
        9. discuss with each tenderer details of its tender;
        10. proceed with the project on the basis of a different scope and performance requirements that differ to those set out in this request for tender; and
        11. vary the tender selection process set out in this request for tender.

In addition to its rights above, MLA may decline to consider or accept any tender from a tenderer who does not satisfy MLA of the tenderer’s ability to complete the tender in accordance with its terms. MLA expects all tenderers to behave in a courteous and professional manner and will not tolerate harassment or bullying from tenderers. MLA may exclude tenderers who exhibit unacceptable behaviour from this tender process.

MLA is not obliged to disclose the nature of any negotiations, amendments, alterations, additions or other changes provided to a tenderer, nor to offer or accept the same or equivalent amendments, alterations or other changes to other tenderers.

* + 1. Tender evaluation

The successful tenderer will be selected on the basis of the tender that best meets MLA’s Specifications, including where relevant:

* + - * 1. the quality of the goods or services;
        2. fitness for purpose of the proposal
        3. whether the tenderer has the qualifications, experience and resources needed;
        4. value for money, considering the whole of life costs (such as initial purchase price, operating costs, licensing costs, costs of additional features and transition out costs);
        5. technical, commercial, financial, legal and other risks particular to a tender;
        6. the use of proposed subcontractors;
        7. preparedness to agree to MLA’s standard agreement or previously agreed umbrella terms; and
        8. any other criteria appropriate to the purpose of the request for tender.

MLA may allocate any weighting to the evaluation criteria at its discretion and is not bound to accept the lowest priced tender or any tender submitted.

In the evaluation of tenders, MLA may:

* + - * 1. have regard to knowledge and previous experience and dealings with a tenderer;
        2. have regard to information about past and current performance of a tenderer, including under any contract, arrangement or dealing with the tenderer; and
        3. obtain and rely upon advice from any third party in respect of any legal, technical or financial matter.

MLA may waive compliance with any of the terms of this request for tender and consider and accept any tender which does not conform with these terms.

MLA may require a tenderer to provide such further information as MLA requires in order to consider the tenderer’s tender and, if so required, the tenderer must promptly provide such information.

* + 1. Costs

MLA will not be responsible for any costs or expenses incurred by the tenderer arising in any way from the preparation of tenders, including if the procurement process is terminated or amended by MLA.

* + 1. Binding agreement

A tender will not be deemed to have been accepted by MLA, nor any agreement arise between a tenderer and MLA, until the successful tenderer and MLA enter into a formal written agreement for the provision of the goods and services contemplated by this request for tender. This request for tender does not form a contract between MLA and the tenderer.

* + 1. Selection process

MLA will review each tender and may select a short list of tenderers. Any such short listed tenderers may be required to present to MLA or workshop or negotiate their proposal with MLA. A successful tenderer may be selected from such a list.

SECTION 2

***[Tenderer to complete]***

* + 1. Details of tenderer

Name: [insert name of the company or individual responding to the tender]

Australian Business Number (ABN): [insert]

Address [insert address of the company or individual responding to the tender]

Contact name [insert name of the person who may be contacted for further information]

Telephone number: [insert]

Email address: [insert]

[MLA to insert the following if MDC is involved:

* + 1. Funding eligibility

Tenderers are to provide details regarding the source of monetary amounts which are proposed to be contributed and confirm the source is an eligible funding source as set out in the MLA Donor Company (MDC) proposal guidelines and application form which are available on the MDC page [MLA Donor Company | Meat & Livestock Australia](https://www.mla.com.au/about-mla/what-we-do/mla-donor-company/) (or any replacement document).]

* + 1. Pricing

Tenderers are to provide quotes for all fees, charges and expenses. Prices are to include all work related to the provision of goods and services contemplated by this request for tender and are to be inclusive of GST and other applicable duties and taxes.

* + 1. Proposed subcontractors and suppliers

The tenderer must list all proposed subcontractors and suppliers that the tenderer intends to engage in providing goods or services to MLA:

|  |  |
| --- | --- |
| **Description of goods or services** | **Subcontractor or supplier name** |
| [insert] | [insert] |
| [insert] | [insert] |
| [insert] | [insert] |
| [insert] | [insert] |

* + 1. Insurance

The tenderer must provide details of current insurance policies held by it and each proposed subcontractor and supplier:

**Tenderer’s Insurance**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Insurance type** | **Policy number** | **Extent of cover: per incident** | **Extent of cover: in aggregate** | **Expiry date** |
| Professional indemnity | [insert] | [insert] | [insert] | [insert] |
| Public liability | [insert] | [insert] | [insert] | [insert] |
| Workers’ compensation | [insert] | [insert] | [insert] | [insert] |

[If subcontractors or suppliers are involved, duplicate the above table and complete for each subcontractor or supplier]

* + 1. Corporate Governance

**Modern slavery:**

Please see MLA’s Modern Slavery questionnaire at **Section 7** which must be completed by all MLA vendors.

**Conflicts of interest:**

☐ tenderer confirms that there are no actual, potential or perceived conflict of interest between its interests and the interests of MLA in connection with this request for tender

OR

☐ tenderer has declared any actual, potential or perceived conflict of interest(s) in Section 6

**Gifts or hospitality:**

☐ tenderer confirms that it has not provided any gifts or hospitality to MLA during the request for tender

OR

☐ tenderer has provided the gifts and hospitality to MLA declared in Section 6

**Anti-bribery or corruption:**

☐ tenderer confirms that has not been convicted of or subject to formal investigations into any anti-bribery and corruption offences;

OR

☐ tenderer has declared its anti-bribery and corruption offences, convictions or investigations in Schedule 6

* + 1. References

The tenderer must provide details (including the relevant contact) of the last 3 agreements entered into for the provision of goods or services comparable to those set out in this Request for Tender:

* + - * 1. Organisation name: [insert]

Telephone number: [insert]

Contact name: [insert]

Goods or services provided: [insert]

Completion date of agreement: [insert]

* + - * 1. Organisation name: [insert]

Telephone number: [insert]

Contact name: [insert]

Goods or services provided: [insert]

Completion date of agreement: [insert]

* + - * 1. Organisation name: [insert]

Telephone number: [insert]

Contact name: [insert]

Goods or services provided: [insert]

Completion date of agreement: [insert]

SECTION 3 - SPECIFICATION

**Purpose and description**

Integrity Systems Company (ISC) is a subsidiary of Meat and Livestock Australia (MLA) and is responsible for managing and delivering Australia’s red meat integrity system. The Australian red meat integrity system includes the National Livestock Identification System (NLIS), the Livestock Production Assurance (LPA) program and the electronic National Vendor Declaration (eNVD). The integrity system combines livestock traceability with on-farm assurance to maintain the integrity and reputation of Australian red meat and underpins our market access by ensuring customer confidence in the red meat products we produce.

Australia positioned itself as a global leader in livestock traceability systems following the introduction of the NLIS in 1999 and launch of the LPA program in 2004. As a result of these programs, Australia’s red meat industry is viewed to have advanced levels of whole of life traceability when compared to traceability programs around the world.

The NLIS database is a vital asset for the red meat industry and the state and federal governments of Australia. As a key enabler of red meat traceability, biosecurity and market access, investment in the NLIS database is crucial for our industry to respond to biosecurity risks and market access demands, of both today and into the future.

The NLIS database has been in operation for more than 23 years, and while it continues to perform its intended role, it is nearing the end of its maintainable life. As announced on 15 September 2023 by Minister for Agriculture, Fisheries and Forestry, Murray Watt, the Australian Government has awarded Integrity Systems Company a grant to replace and enhance the NLIS database and its supporting systems.

The NLIS Database Uplift project will modernise Australia’s data capture, storage, and distribution system for livestock traceability, helping industry and producers adapt to changing consumer and market needs into the future. It will deliver significant system-wide traceability benefits for all animal species captured by the NLIS and allow for future additions to the system. It will also streamline reporting processes and link to the electronic national vendor declaration system (eNVD) enabling producers to see the information they have entered into the system and track livestock movements.

The new platform developed through the NLIS Database Uplift project will provide improved interoperability in being able to accommodate additional data inputs from other systems. For example, to assist in being able to demonstrate Australia’s agricultural credentials and compliance with international market access requirements such as sustainability and animal welfare.

Concurrently to the NLIS Database Uplift project, ISC is wanting to ensure that the broader global traceability context and state of the art of traceability systems are considered. This will deepen the understanding of what’s happening in other countries and industries with regard to traceability systems and approaches.

This project will build on previous research into traceability systems, traceability technologies, data systems for end-to-end livestock tracking, and digital solutions and approaches to enhance traceability (see below for links to research reports).

**Objectives**

In undertaking a global scan for traceability systems and approaches, this project will meet the following objectives:

1. Conduct a literature review of previous MLA research projects on traceability systems and approaches.
2. Using the previous projects as a reference point, conduct an extensive global investigation into traceability systems and approaches spanning both livestock, other agricultural sectors as well as any other relevant industries. These should include private traceability systems that may be using block chain or artificial intelligence technology.
3. Specifically, investigate livestock traceability systems across the world and identify where new approaches and technologies have been put in place that give them an advantage.
4. Assess the technical capability and sophistication of these systems including how they utilise technology and innovative measures towards achieving lifetime traceability (e.g. sharing product claim credentials).
5. Assess overall success of these systems to manage compliance and the sharing of traceability data that is collected, how major breaches (if any) have been handled (including impacts to market access), how performance is measured at both a business/individual and industry level, and the subsequent reputation of the system’s product.
6. Summarise the systems assessed including their key strengths and weaknesses to identify the systems/system attributes that could have applicability for enhancing Australian red meat livestock traceability.

**Relevant previous projects**

* [V.RDA.2001 Global scan of technologies and systems enabling data capture and transfer across red meat supply chains | Meat & Livestock Australia (mla.com.au)](https://www.mla.com.au/research-and-development/reports/2020/global-scan-of-technologies-and-systems-enabling-data-capture-and-transfer-across-red-meat-supply-chains/)
* [V.RDA.2005 Assessing real time tracking technologies to integrate with identification methods and national traceability requirements | Meat & Livestock Australia (mla.com.au)](https://www.mla.com.au/research-and-development/reports/2023/assessing-real-time-tracking-technologies-to-integrate-with-identification-methods-and-national-traceability-requirements/)
* [V.RDA.2009 - Technical review and comparison of red meat integrity systems – how does Australia stack up against the world? | Meat & Livestock Australia (mla.com.au)](https://www.mla.com.au/research-and-development/reports/2022/v.rda.2009---technical-review-and-comparison-of-red-meat-integrity-systems--how-does-australia-stack-up-against-the-world/)
* [V.RDA.2007 Establishing new integrity system approaches & technology - Foundation Work Project 1b | Meat & Livestock Australia (mla.com.au)](https://www.mla.com.au/research-and-development/reports/2023/establishing-new-integrity-system-approaches--technology---foundation-work-project-1b/)

**Deliverables**

* A scoping document that details initial investigations into traceability systems that are required to fulfil similar requirements as the red meat integrity system. This scoping document should summarise a range of traceability systems and identify those of key interest to be investigated more thoroughly in the global scan report.
* A global scan report that provides extensive details on the traceability systems identified for investigation. This report should include a comprehensive assessment of the traceability systems to meet the objectives outlined above.

**Requirements for the tender**

Tender applications must provide the following within a written response:

* Understanding of the key deliverables of the project.
* Understanding of Australian red meat livestock traceability systems, or other traceability systems.
* Proposed methodology including the approach to be undertaken and timetable of activities and milestones.
* Consultant and team capability, including relevant skills and experience:
* Relevant industry experience and relationships including experience in conducting international system or technology reviews.
* Proven ability of all team members to complete contracts on time and budget and meet client needs.
* Provide details of personnel who will be undertaking the work and their qualifications to complete the project.
* Provide details of similar completed projects and clients.
* A detailed budget, including the costings of the services for each stage of the project, including the professional fees, travel, and administrative costs.
* Details of reporting and invoicing.
* Project proposals which have completion dates prior to August 2024 will be preferred.

SECTION 4 – MLA TERMS

A copy of MLA’s umbrella consultancy agreement is available on MLA’s website at <https://www.mla.com.au/about-mla/mla-agreements/><http://www.mla.com.au/mla-agreements>

SECTION 5 - DECLARATION

* + 1. For corporate tenderers

I, [insert name] of [insert address] do solemnly and sincerely declare that:

I hold the position of [position] and am duly authorised by [insert tenderer organisation] (**Tenderer**) to make this declaration on its behalf.

I make this declaration to the best of my knowledge, information and belief as to the accuracy of the material contained in it and after due inquiry in relation to such material.

This tender comprises:

[list documents comprising tender]

Neither the Tenderer nor any of its employees or agents had any knowledge of the price submitted by any other tenderer prior to providing its tender, nor did the Tenderer disclose to any other tenderer the Tenderer’s tendered price prior to closing of tenders.

Neither the Tenderer nor any of its employees or agents has entered into an agreement, arrangement or understanding which would have the result that, on being the successful tenderer, it would pay to any unsuccessful tenderer any moneys in respect of or in relation to the tender or any agreement resulting from it.

The Tenderer is not aware of any fact, matter or thing which would materially affect the decision of MLA in accepting the tender, except as disclosed in the tender.

The contents of the tender are true and correct.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the *Oaths Act 1900* (NSW).

DECLARED at [insert city]

This [insert date] day of [insert month] 2024 ...............................................

Before me,

...............................................

Justice of the Peace/Solicitor

* + 1. For individual tenderers

I, [insert name] of [insert address] do solemnly and sincerely declare that:

I make this declaration to the best of my knowledge, information and belief as to the accuracy of the material contained in it and after due inquiry in relation to such material.

This tender comprises:

[list documents comprising tender]

Neither me nor any of my employees or agents had any knowledge of the price submitted by any other tenderer prior to providing its tender, nor did I disclose to any other tenderer my tendered price prior to closing of tenders.

Neither me nor any of my employees or agents has entered into an agreement, arrangement or understanding which would have the result that, on being the successful tenderer, I would pay to any unsuccessful tenderer any moneys in respect of or in relation to the tender or any agreement resulting from it.

I am not aware of any fact, matter or thing which would materially affect the decision of MLA in accepting the tender, except as disclosed in the tender.

The contents of the tender are true and correct.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the *Oaths Act 1900* (NSW).

DECLARED at [insert city]

This [insert date] day of [insert month] 2024 ...............................................

Before me,

...............................................

Justice of the Peace/Solicitor

SECTION 6 – CORPORATE GOVERNANCE DISCLOSURES ANNEXURE

* + 1. Conflicts of interest

| **Name of individual with conflict** | **Date interest declared** | **Expected time frame of the conflict** | **Nature and extent of the actual, potential or perceived conflict** | **Plan to manage and mitigate the conflict of interest of the party** | **MLA approval** |
| --- | --- | --- | --- | --- | --- |
|  | Click or tap to enter a date. |  |  |  | Click or tap to enter a date. |
|  | Click or tap to enter a date. |  |  |  | Click or tap to enter a date. |
|  | Click or tap to enter a date. |  |  |  | Click or tap to enter a date. |
|  | Click or tap to enter a date. |  |  |  | Click or tap to enter a date. |

* + 1. Gifts or hospitality

| **Gift or hospitality** | **Estimated value** |
| --- | --- |
| [insert details of gift or hospitality provided to MLA] | [provide an estimate of the value of the gift or hospitality] |
|  |  |
|  |  |
|  |  |

* + 1. Anti-bribery and corruption

| **Incident** | **Action taken** | **Date** |
| --- | --- | --- |
| [insert details of bribery or corruption] | [insert details taken by the tenderer or any regulator to address the bribery or corruption] | [insert the date, or date range, of the bribery or corruption] |
|  |  |  |
|  |  |  |
|  |  |  |

SECTION 7 – MLA MODERN SLAVERY QUESTIONAIRE

**Background**:

MLA has a zero-tolerance approach towards any trafficking, slavery, wage exploitation, involuntary servitude, forced labour and child labour and is required to comply with the Australian Modern Slavery Act 2018 (Cth). Whilst MLA is confident that its business partners adhere to such principles and strive to eliminate any modern slavery practices from its operations and supply chains, it has implemented a due diligence process, including this questionnaire, which will assist in identifying any modern slavery risks in its supply chain and address such risks appropriately. Refer to MLA’s [Code of Business Conduct and Ethics](https://www.mla.com.au/globalassets/mla-corporate/about-mla/documents/who-we-are--corporate-goverance/code-of-business-conduct-and-ethics-082020.pdf).

**Contact Details**

|  |  |
| --- | --- |
| **Entity Name** |  |
| **Postal address** |  |
| **Country of Operations** |  |
| **Contact Name** |  |
| **Phone** |  |
| **Mobile** |  |
| **E-mail** |  |

**Note:**

* *If you respond ‘No’ to any of the questions, please provide information on how your organisation addresses these requirements.*
* *Please send copies of policies, procedures, or other relevant documents to* [*RiskandCompliance@mla.com.au*](mailto:RiskandCompliance@mla.com.au) *to support your questionnaire, where applicable.*

**Questions**:

|  |  |  |  |
| --- | --- | --- | --- |
| . | Is your company required to report under the Modern Slavery Act (Cth) 2018?   |  | | --- | | **If yes, please provide a link to or copy of the latest Modern Slavery Statement:** | | Yes  No |
| 2. | Does your company (including its subsidiaries, where applicable) implement a process that aims to identify any potential risks of modern slavery practices in its operations and supply chain?   |  | | --- | | **Please provide additional comments:** | | Yes  No |
| 3. | Does your company have a code of conduct or similar compliance and ethics related policy in place?  If yes, please attach a link to or copy of the policy, where applicable.   |  | | --- | | **If no, please provide additional comments:** | | Yes  No |
| 4. | Does your company have a policy or process that prohibits forced labour and human trafficking in your business?  If yes, please attach a link to or copy of the policy, where applicable.   |  | | --- | | **If no, please provide additional comments:** | | £ Yes £ No |
| 5. | Does your company have a process to ensure that recruitment agencies, acting on your behalf, operate in compliance with applicable laws and act ethically by not charging workers fees or expenses to get their job?   * Please tick NA if your company does not engage recruitment agencies.  |  | | --- | | **If no, please provide additional comments:** | | Yes  No  NA |
| 6. | Does your company have a policy statement concerning your commitment to workplace health and safety standards and compliance with all relevant workplace health and safety laws?  Please attach a link to or copy of the policy, where applicable.   |  | | --- | | **If no, please provide additional comments:** | | Yes  No |
| 7. | Do you provide all your workers with information on employment conditions and workplace entitlements?   |  | | --- | | **If no, please provide additional comments:** | | Yes  No |
| 8. | Do you have a policy that respects your workers’ rights, in accordance with relevant national and state laws, to freedom of association and collective bargaining?  Please attach a link to or copy of the policy, where applicable.   |  | | --- | | **If no, please provide additional comments:** | | Yes  No |
| 9. | Does your company have a policy or process providing a grievance and disciplinary mechanism for workers?  Please attach a link to or copy of the policy, where applicable.   |  | | --- | | **If no, please provide additional comments:** | | Yes  No |