

Purchase Order Terms

Definitions

"Charges" means the price for the Goods and/or Services set out in the Purchase Order and (if applicable) the Specification.

"Contract" means the agreement between the Authority and the Supplier consisting of these Purchase Order Terms (including any Specification) but excluding any terms and conditions of sale and/or supply of the Supplier.

"Authority" means the name of the customer as set out in the Purchase Order.

"Default" means any breach of the obligations of the Supplier under the Contract.

"Goods" means the goods, if any, to be supplied by the Supplier and identified in the Purchase Order and (if applicable) the Specification.

"Intellectual Property Rights" means any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise.

"Purchase Order" means the purchase order used by the Authority to place an order with the Supplier for Goods and/or Services.

"Services" means the services, if any, to be provided by the Supplier as identified in the Purchase Order and (if applicable) the Specification.

"Specification" means the specification (if any) appended to the Purchase Order or included in a tender or quote exercise.

"Supplier" means the person, firm or company with whom the Authority enters into the Contract and as set out in the Purchase Order.

"Tax" means Value Added Tax, customs duties and any other taxes or duties.

Supply of Goods and/or Services

- 2.1 The Supplier shall provide the Goods and/or Services on the terms and conditions set out in the Contract. Subject to the Supplier fulfilling its obligations under the Contract the Authority shall pay the Supplier in accordance with the terms of the Contract.
- 2.2 In providing the Goods and/or Services, the Supplier shall comply with and take into account all applicable laws, enactments, orders, regulations and other similar instruments, the requirements of any court with relevant jurisdiction and any local, national or supranational agency, inspectorate, minister, ministry, official or public or statutory person of the government of the United Kingdom or of the European Union insofar as these are applicable to the United Kingdom.

Contracts for Goods

- 3.1 The Goods shall be to the reasonable satisfaction of the Authority, shall conform to any particulars specified in the Purchase Order and (if applicable) the Specification, shall be free from defects and be fit and sufficient for all the purposes for which such Goods are ordinarily used and for any particular purpose made known to the Supplier by the Authority.
- 3.2 The Goods shall be delivered to the location(s), and at the times and dates specified in the Purchase Order and (if applicable) the Specification and time of delivery shall be of the essence. If no times and dates are specified, the Goods shall be delivered promptly following the date of this Contract. Except where otherwise provided in the Purchase Order and (if applicable) the Specification delivery shall include the unloading, stacking or installation of the Goods by Supplier at such place as the Authority shall reasonably direct.
- 3.3 Property and risk in the Goods shall without prejudice to any other rights or remedies of the Authority pass to the Authority at the time of acceptance. The Goods shall be packed and marked in a proper manner and in accordance with the Authority's instructions and any statutory requirements and any requirements of carriers.
- 3.4 The Authority may by reasonable written notice to the Supplier reject any of the Goods which fail to meet the requirements specified herein, and shall be entitled (without prejudice to other rights and remedies) either to have the Goods repaired or replaced (at the option of the Authority) or to treat the Contract as discharged and seek damages from the Supplier. The issue by the Authority of a receipt note for the Goods shall not constitute any acknowledgement of the condition or nature of those Goods.

Contracts for Services

- 4.1 The Supplier shall provide the Services for the period specified in the Purchase Order and (if applicable) the Specification in accordance with the Authority's requirements as set out in the Purchase Order and (if applicable) the Specification. Timely provision of the Services shall be of the essence of the Contract, including in relation to commencing the provision of the Services.
- 4.2 The Supplier shall perform the Services with all reasonable care, skill and diligence, and in accordance with good industry practice. The Supplier warrants and represents that all persons engaged by the Supplier for performance of the Services have the qualifications, skill and experience necessary for the proper performance of the Services.
- 4.3 If the Authority informs the Supplier that the Authority considers any part of the Services to be inadequate, without prejudice to Clause 4.5 below, the Supplier shall at its own expense re-schedule and perform the work correctly within such reasonable time as may be specified by the Authority.
- 4.4 Without prejudice to the Authority's other rights and remedies, the Supplier shall reimburse the Authority for all reasonable costs incurred by the Authority which have arisen as a direct consequence of the Supplier's delay in the performance of the Contract.
- 4.5 In the event that the Authority is of the opinion that there has been a Default by the Supplier in respect of the Services, then the Authority may, without prejudice to its other rights herein: (a) make such deduction from the Charges as the Authority shall reasonably determine in respect of such of the Services as the Supplier shall have failed to provide; or (b) provide or procure the provision of part of the Services; or (c) terminate the Contract in respect of part of the

Services only (whereupon a corresponding reduction in the Charges shall be

made) and thereafter itself provide or procure a third party to provide such part of the Services; and/or (d) terminate, in accordance with Clause 18.

- 4.6 The Authority may charge to the Supplier any cost reasonably incurred by the Authority and any reasonable administration costs in respect of the provision of any part of the Services by the Authority or by a third party to the extent that such costs exceed the payment which would otherwise have been payable to the Supplier for such part of the Services.

Charges

- 5.1 In consideration of the satisfactory performance of the Supplier's obligations under the Contract by the Supplier, the Authority shall pay the Charges.
- 5.2 The Authority shall pay the Supplier, in addition to the Charges, a sum equal to the Tax chargeable on the value of the Goods and/or Services provided in accordance with the Contract.
- 5.3 Payment of invoices accepted by the Authority will be made in cleared funds within 30 days of receipt and agreement of invoices, submitted in arrears, for work completed to the satisfaction of the Authority.
- 5.4 Wherever under the Contract any sum of money is recoverable from or payable by the Supplier, the Authority may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Supplier under the Contract or under any other agreement or contract with the Authority.

Notices

- 6.1 Any notice which is to be given by either party to the other shall be given by letter (sent by hand, post, registered post or by the recorded delivery service), by electronic mail (confirmed in either case by letter), to the addresses/numbers set out in the Purchase Order, and such notice or communication shall be deemed to have been given 2 working days after the day on which the letter was posted, or four hours, in the case of electronic mail or sooner where the other party acknowledges receipt of such letters or item of electronic mail.

The Contracts (Rights of Third Parties) Act 1999

- 7.1 Subject to 7.2, no person who is not a party to the Contract shall have any right to enforce any term of the Contract, which expressly or by implication, confers a benefit on him without the prior agreement in writing of both parties.
- 7.2 Without prejudice to the rights and remedies of the Authority, the Chief Constable of Northamptonshire Police shall have the benefit of, and be entitled to enforce, this Contract as if it had been a party to the Contract in lieu of the Authority but the Authority and the Supplier may, without prejudice to any accrued rights of the Chief Constable of Northamptonshire Police at the relevant time, vary rescind or terminate this Contract or settle or compromise rights under it without the consent of the Chief Constable of Northamptonshire Police.

Information sharing and confidentiality

- 8.1 When required to do so by the Authority, the Supplier shall assist the Authority at no additional charge in meeting its obligations under the Freedom of Information Act 2000 and/or the Environmental Information Regulations 2004 or any statutory modification or re-enactment thereof of any related guidelines or codes of practice.
- 8.2 The Supplier shall comply in all respects with the provisions of the Data Protection Act 2018 (the DPA) as amended and will indemnify the Authority against all actions, costs, claims proceedings or demands that may be brought or made against the Authority under the Act which arises from the improper use, disclosure or transfer of personal data by the Supplier.
- 8.3 The Supplier shall enter such further data sharing agreements as required by the Authority from time to time including entering into data sharing agreements with the Chief Constable of Northamptonshire Police as required.
- 8.4 The Supplier shall keep confidential all information belonging to or provided by the Authority in connection with this Contract and shall not further use or disclose it to any third party without the express consent of the Authority or except to the extent permitted by law.

Security

- 9.1 The Supplier shall comply with all reasonable security requirements of the Authority while on the Authority's premises, and shall procure that all of its employees, agents, servants and sub-contractors shall likewise comply with such requirements. The Authority shall provide the Supplier upon request copies of its written security procedures. The Authority reserves the right to refuse to admit to, or to withdraw permission to remain on, any of its premises, the Supplier or any sub-contractor, agent or servant of the Supplier.

Intellectual Property Rights

- 10.1 It shall be a condition of the Contract that the Goods and/or Services will not infringe any Intellectual Property Rights of any third party and the Supplier shall fully indemnify and keep indemnified the Authority against all actions, suits, claims, demands, losses, charges, costs and expenses which the Authority may suffer or incur as a result of or in connection with any breach of this clause.
- 10.2 All Intellectual Property Rights in any specifications, instructions, plans, drawings, patents, patterns, models, designs or other material prepared by or for the Supplier for use, or intended use, in relation to the performance of the Contract shall belong to the Authority.

Assignment & Sub-Contracting

- 11.1 The Supplier shall not assign, sub-contract or in any other way dispose of the Contract or any part of it without prior written consent of the Authority.

Waiver

- 12.1 The failure to insist upon strict performance of any provision of the Contract or to exercise any right or remedy shall not constitute a waiver of that right or remedy, no waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other party in writing, and a waiver of any right or remedy shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Contract.

Variation

- 13.1 The Contract shall not be varied or amended unless such variation or amendment is agreed in writing by the Authority and the Supplier.

Severability

- 14.1 If any provision of the Contract is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of the Contract shall continue in full force and effect as if the Contract had been executed with the invalid, illegal or unenforceable provision eliminated.

Remedies Cumulative

- 15.1 Except as otherwise expressly provided by the Contract, all remedies available to either party for breach of the Contract are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

Indemnity and Insurance

- 16.1 Neither party excludes or limits liability to the other party for death or personal injury caused by its negligence or for any breach of any obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982.
- 16.2 The Supplier shall indemnify and keep indemnified the Authority against injury (including death) to any persons or loss of or damage to any property which may arise out of the act default or negligence of the Supplier, any sub-contractor or their respective employees or agents, and against all claims demands proceedings damages costs charges and expenses whatsoever in respect thereof or in relation thereto arising from the provision of the Goods and/or Services.
- 16.3 Without thereby limiting his responsibilities under Clause 16.2 the Supplier shall before execution of the Contract insure with a reputable insurance company against all loss of and damage to property and injury to persons (including death) arising out of or in the consequence of the Supplier's obligations under the Contract and against all actions claims demands costs and expenses in respect thereof.
- 16.4 Such insurance in respect of Clause 16.3 shall be for a minimum of £5,000,000 (five million pounds) in respect of any one act or default and the said insurance policy or policies shall be extended for the purpose of the Contract by endorsement or otherwise so as effectually to indemnify the Authority against all claims aforesaid and copies shall be produced to the Authority together with the receipt or receipts for the premiums at such times as may be reasonably required by the Authority.
- 16.5 The Supplier shall at its own costs procure and maintain Employers Liability insurance with a minimum level of £5,000,000 per claim or series of claims.
- 16.6 If so required the Supplier shall procure and maintain during the currency of the Contract a policy of professional indemnity insurance to cover its liability under the Contract in respect to the Services with a minimum level of indemnity of £1,000,000 per claim or series of claims. The Supplier shall maintain insurance at this level for a period of ten years after the end of this Contract and shall notify the Authority in writing immediately should such insurance cover cease.
- 16.7 If so required the Supplier shall procure and maintain during the currency of this Contract a policy of product liability insurance to cover its liability under the Contract in respect of the Goods with a minimum level of indemnity of £5,000,000 per claim or series of claims. The Supplier shall maintain insurance at this level for a period of ten years after the end of this Contract and shall notify the Authority in writing immediately should such insurance cover cease.
- 16.8 If so required the Supplier will procure and maintain during the currency of this Contract a policy of motor insurance to cover its liability arising out of the use of any vehicle in relation to the Contract and in respect of damage to property and injury to persons. With respect to damage to property there shall be a minimum policy limit of £5,000,000 per claim or series of claims arising from any one incident. With respect to injury to persons the level of cover shall be unlimited.
- 16.9 If so required the Supplier shall furnish the Authority with certificates of insurance together with the receipt or receipts for premiums evidencing that the relevant insurances are in force
- 16.10 In no event shall either party be liable to the other for:
- 16.10.1** indirect or consequential loss or damage; and/or
 - 16.10.2** loss of profits, business, revenue, goodwill or anticipated savings.

Termination on bankruptcy or insolvency

- 17.1 The Authority may terminate the Contract by notice in writing with immediate effect where: a petition is presented for the Supplier's bankruptcy, or a bankruptcy order is made against the Supplier, or the Supplier makes any composition or arrangement with or for the benefit of creditors, or if the Supplier passes a resolution for winding up or dissolution (otherwise than for the purposes of and followed by an amalgamation or reconstruction) or an application is made for an administration order in relation to it, or any party gives or files notice of intention to appoint an administrator of it or such an administrator is appointed, or the court makes a winding-up order, or an administrative receiver, receiver, manager or supervisor is appointed by a creditor or by the court, or the Supplier is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or the Supplier applies to court for, or obtains, a moratorium under

Part A1 of the Insolvency Act 1986, or any similar event occurs under the law of any other jurisdiction within the United Kingdom.

Termination on Default

- 18.1 The Authority may terminate the Contract, or terminate the provision of any part of the Contract by written notice to the Supplier with immediate effect if the Supplier commits a Default and if: (a) the Supplier has not remedied the Default within 30 days after issue of a written notice specifying the Default and requesting it to be remedied; or (b) the Default is not capable of remedy; or (c) the Default is a fundamental breach of the Contract.

Consequences of Termination

- 19.1 Where the Authority terminates all or part of the Contract under Clause 18, and makes other arrangements for the provision of Goods and/or Services, the Authority shall be entitled to recover from the Supplier the cost of making those other arrangements and any additional expenditure incurred by the Authority throughout the remainder of the contract period, and no further payments shall be payable by the Authority to the Supplier until the Authority has established the final cost of making those other arrangements.

Force Majeure

- 20.1 Neither party shall be liable to the other party for any delay in or failure to perform its obligations under the Contract (other than a payment of money) if such delay or failure results from an event beyond the reasonable control of such party. If such event of force majeure continues for a period of 90 days either party may terminate this Contract by notice in writing to the other party. The party suffering the event of force majeure shall take all reasonable steps to mitigate such delay or failure.

Governing Law

- 21.1 This Contract shall be governed by and interpreted in accordance with English law and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

Entire Agreement

- 22.1 The Contract constitutes the entire agreement between the parties for the Goods and/or Services. The Contract supersedes all prior negotiations, representations and undertakings, whether written or oral, except that this clause shall not exclude liability in respect of any fraudulent misrepresentation.

Anti-bribery and Corruption

- The Authority may terminate the Contract and recover from the Supplier the amount of any loss resulting from the termination if at any time it becomes known to the Authority that the Supplier or any person employed by the Supplier or acting on his behalf whether with or without the knowledge of the Supplier has:
- 23.1 Offered, given or agreed to give any inducement or reward to any person or body in relation to the obtaining or execution of this Contract or any other contract with the Authority;
 - 23.2 Favoured or discriminated against any person in relation to this Contract or any other contract with the Authority
 - 23.3 Committed an offence in relation to any contract with the Authority under the Bribery Act 2010;
 - 23.4 Communicated to any person other than the Authority the details of the Supplier's proposed tender (other than in confidence in order to obtain quotations necessary for the preparation of the Supplier's tender)
 - 23.5 Entered into any agreement or arrangement with any person or body that he shall refrain from tendering or as to the amount of any proposed tender.

Vetting Procedures

- 24.1 The Supplier shall ensure that any staff working on this Contract are vetted to the relevant Non Police Personnel Vetting (NPPV).
- 24.2 The Supplier shall comply with the requirements of Authority's Vetting Policy with regard to NPPV as may be varied from time to time. No employee (including agents and/or sub-contractors) will be permitted to enter the Authority's premises without the appropriate vetting clearance.
- 24.3 The Supplier shall complete the authentication procedure in respect of all staff employed or engaged in the execution of the Contract (including those employed or engaged by its agents and sub-contractors in the execution of the Contract) prior to NPPV being initiated.
- 24.4 The Supplier shall arrange for the completion of ,and subsequent Review Forms required to facilitate NPPV enquiries.
- 24.5 Information identified about the Supplier's employees (including agents and/or sub-contractors), and/or their associates, during the vetting process cannot be shared with the Supplier.
- 24.6 Vetting clearances are reviewed periodically but can be reviewed at an earlier stage if information comes to light and/or there is a material change in an individual's personal circumstances.
- 24.7 Changes may impact on individuals' suitability to hold clearance. Consequently the Authority's Vetting Manager must be informed, in writing, of any changes in respect of an applicant's personal circumstances. Such changes include, but are not limited to, spouse/partner, address(es) and/or criminal convictions. Failure to comply may result in vetting clearance being withdrawn.
- 24.8 The Authority reserves the right to reject any of the Supplier's staff (including agents and/or sub-contractors) without giving any reason or explanation. They also reserve the right to remove vetting clearance and/or withdraw permission to remain on their premises from any of the Supplier's staff (including agents and/or sub-contractors) at any time during the lifetime of the Contract without giving any reason or explanation.
- 24.9 The decision by the Authority as to whether any person is not to become involved in, or is to be removed from involvement in the performance of this contract and

as to whether the Supplier has furnished the information, or taken steps required, shall be final and conclusive.

- 24.10 If the Authority give the Supplier notice that any person is not to become involved in, or is to be removed from involvement in, the performance of this Contract, the Supplier shall take all reasonable steps to comply with such notice and if required by the Authority the Supplier shall replace any person removed with another suitably qualified person and ensure that all equipment, keys, swipe cards, passes and other items provided for the purpose of performing their role issued to the person removed is surrendered.
- 24.11 The Authority shall in no circumstances be liable to either the Supplier or the employee or any other person in respect of any liability, loss or damage occasioned by such refusal or removal and the Supplier shall indemnify the Authority against any claim made by such employees, agents or sub-contractors (and their staff).
- 24.12 The Supplier's staff (including agents and/or sub-contractors) engaged within the boundaries of the Authority premises shall comply with such rules, regulations and requirements, including those relating to security arrangements, as may be in place from time to time for the conduct of personnel when at/outside those premises or establishments.
- 24.13 If and when directed by the Authority the Supplier shall secure that any person employed or engaged by the Supplier (including agents and/or sub-contractors) who is specified, or is one of a class of persons who may be so specified, shall sign a statement that they understand the Official Secrets Act 1911 to 1989 applies to them both during the term of and after expiry or termination of this contract.
- 24.14 If and when instructed by the Authority the Supplier shall provide a list of names and addresses of all persons who are or who may be at any time involved in the performance of this contract, or any part of this contract, specifying the capacities in which they are so concerned and giving such other particulars and evidence of identity and other supporting evidence as the Authority may reasonably require.
- 24.15 The Supplier must notify the Authority immediately where they are aware or become aware of any breach to the Authority's security measures.
- 24.16 If the Supplier fails to comply with the provisions of this clause the Authority (whose decision shall be final and conclusive) may decide that such failure is prejudicial to their interests and if the Supplier does not comply within a reasonable time of written notice the Contract may be terminated provided always that such termination shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Authority.

Equality in Contracting

- 25.1 The Supplier shall comply with all current legislation relating to non-discrimination and equality in employment (including but not limited to the Equality Act 2010 and the Worker Protection (Amendment of Equality Act 2010) Act 2023).
- 25.2 Where any investigation is undertaken by a person or body empowered to conduct such investigation and/or proceedings are instituted in connection with any matter relating to the Supplier being in contravention of any equalities legislation, the Supplier shall, free of charge:
- 25.2.1** provide to the Authority any information requested by it within the prescribed timescale;
- 25.2.2** attend any meetings as required and permit any servants employees' agents or sub-contractors to attend the same;
- 25.2.3** promptly allow access to and investigation of any documents or data deemed to be relevant;
- 25.2.4** allow any servants employees agents or sub-contractors to appear as witnesses in any ensuing proceedings; and
- 25.2.5** cooperate fully and promptly in every way required by the person or body conducting such investigation during the course of that investigation.
- 25.3 Where any investigation is conducted or proceedings are brought under equalities legislation which arise directly or indirectly out of any act or omission of the Supplier, its servants employees agents or sub-contractors, and where there is a finding against the Supplier in such investigation or proceedings, the Supplier shall indemnify the Authority with respect to all costs charges and expenses (including legal and administrative expenses) arising out of or in connection with any related loss the Authority may suffer including the payment of costs, expenses or compensation to any third party.
- 25.4 The Authority may cancel this Contract and any other contracts entered into with the Supplier or discount the Supplier from any ongoing procurement process involving the Authority if at any time the Supplier is found to be in contravention of any equalities legislation.
- 25.5 The Supplier warrants that the information, representations and other information provided to the Authority by the Supplier in connection with or arising out of this Contract are true and complete in all material respects.

Break

- 26.1 Notwithstanding any other provision of this Contract, the Authority may terminate this Contract after giving 30 days written notice to the Supplier.

Transfer of Undertakings and Protection of Employment Regulations 2006

- 27.1 The attention of the Supplier is drawn to the Transfer of Undertaking (Protection of Employment) Regulations 2006 (TUPE). In some cases where services awarded to a contractor are subsequently awarded or assigned to a new contractor, such a transfer of work may constitute a 'service provision change' for the purposes of TUPE.
- 27.2 TUPE provides that where there is a service provision change, the new employer takes over any employment liabilities and the responsibility for the contracts of employment of the employees, who then transfer on their previous terms and conditions of service.

27.3 Where the Supplier may be a transferee for the purposes of TUPE, the Supplier should seek independent legal advice as to whether TUPE will be likely to apply to the Contract. In such cases, the Authority will be neither the transferee nor transferor for the purposes of TUPE, the application of TUPE is a matter for outgoing and incoming employers to clarify with their legal advisers.

27.4 The Authority and the Supplier acknowledge and agree that the return or transfer of all of the Service to the Authority and/or to a successor supplier following termination of this Contract (including termination by effluxion of time on the Contract expiry date) may give rise to a transfer under TUPE.

27.5 At any time during the period of 12 months preceding the Contract expiry date or at any other time after the Authority has given notice to terminate this Contract, the Supplier shall and in the case of Supplier's employees employed by a sub-contractor shall use reasonable endeavours to procure that such sub-contractor shall subject to any restrictions imposed by law including the DPA:-

27.5.1 fully and accurately disclose to the Authority within 10 working days of a written request from the Authority a list of exit transferring employees together with the 'workforce information' and the Supplier's employees' terms and conditions which apply to the exit transferring employees ("all of which is collectively termed **"the Exit Information"**) and shall permit the Authority to supply the Exit Information to any tenderer for the Service, and the Supplier:-

27.5.1.1 warrants that the Exit Information provided under clause 27.5.1 shall be true, complete and accurate in all material respects; and

27.5.1.2 shall supply the Exit Information in Microsoft Word Excel format or other format approved by the Authority.

27.6 The Supplier shall co-operate in the orderly transfer of employment of the exit transferring employees if and to the extent reasonably requested by the Authority, including without limitation complying with all reasonable instructions from the Authority with regard to arrangements connected with the termination or partial termination of this Contract and taking all reasonable steps to mitigate any costs which the Authority and/or any successor supplier and/or any sub-contractor may incur as a result of termination or partial termination of this Contract.

27.7 During the 12 months preceding the Contract expiry date or at any other time after the Authority has given notice to terminate the Contract the Supplier shall not and shall use reasonable endeavours to procure that any sub-contractor shall not:

27.7.1 materially amend or promise so to amend the rates of remuneration of or hours to be worked by or otherwise materially vary the Supplier's employees terms and conditions (including such terms and conditions which apply to entitlement of membership of, contributions to, or pension accrual under, any statutory, occupational or personal pension scheme) of any of the Supplier's employees who are or will be engaged wholly or partially in providing the Services; or

27.7.2 materially increase the number of employees performing the Services and/or recruit any of the Supplier's employees for employment in connection with, or assign any additional employee to, the provision of the Services under the Contract;

without the prior written agreement of the Authority, not to be unreasonably withheld or delayed.

Modern Slavery

28.1 The Supplier shall comply with the Modern Slavery Act 2015 and where applicable implement a due diligence procedure for its own suppliers, subcontractors and other participants in its supply chain to ensure that there is no slavery or human trafficking in its supply chain.