

**Supplier Social & Environmental Responsibility Agreement**

This Supplier Social & Environmental Responsibility (SER) agreement (“Agreement”) is dated this \_\_\_\_\_ **[day]** of \_\_\_\_\_ **[month]**, \_\_\_\_\_ **[year]** by and between Hewlett Packard Enterprise, 3000 Hanover Street, Palo Alto, California 94304 and

\_\_\_\_\_ **[name & corporate address of supplier]** (“Supplier”).

**RECITALS**

- A. This Agreement is intended to supplement any and all contracts and agreements between Hewlett Packard Enterprise and Supplier for the supply of goods or services by Supplier to Hewlett Packard Enterprise (“Supply Contracts”).
- B. The Parties wish to address in this Agreement how they may work collaboratively to achieve the objectives of the **Hewlett Packard Enterprise Supplier Code of Conduct and Hewlett Packard Enterprise’s General Specification for the Environment** which can be found at [hpe.com/us/en/about/human-progress/supplier-ser-requirements.html](http://hpe.com/us/en/about/human-progress/supplier-ser-requirements.html)

**NOW THEREFORE, the Parties, and each of them, agree as follows:**

- 1. **Supplier Responsibility**
  - 1.1. Supplier confirms that it has read Hewlett Packard Enterprise Supplier Code of Conduct (also known as the Hewlett Packard Enterprise Electronic Industry Code of Conduct or Hewlett Packard Enterprise EICC Code of Conduct) and Hewlett Packard Enterprise’s General Specification for the Environment and agrees with its statement of requirements.
  - 1.2. Supplier will be responsible for identifying any areas of its operations that do not conform to Hewlett Packard Enterprise’s Supplier Code of Conduct and Hewlett Packard Enterprise’s General Specification for the Environment and for implementing and monitoring improvement programs designed to achieve Hewlett Packard Enterprise Supplier Code of Conduct and Hewlett Packard Enterprise’s General Specification for the Environment.
  - 1.3. Upon request by Hewlett Packard Enterprise, Supplier will submit a report to Hewlett Packard Enterprise describing actions taken and progress made by Supplier to meet the requirements of Hewlett Packard Enterprise’s Supplier Code of Conduct and Hewlett Packard Enterprise’s General Specification for the Environment.
  - 1.4. Supplier will provide Hewlett Packard Enterprise, or its nominated representative, on reasonable notice, access to Supplier’s relevant records insofar as they relate to Supply Contracts, in order to verify information provided in Supplier’s report.
- 2. **Hewlett Packard Enterprise Responsibility**
  - 2.1. Hewlett Packard Enterprise agrees that the report and records referred to will only be used for the purposes of assessing the Supplier’s progress in accordance with Hewlett Packard Enterprise’s Supplier Code of Conduct and Hewlett Packard Enterprise’s General Specification for the Environment and will not be disclosed to any third party without Supplier’s prior written consent.
- 3. **Scope of Agreement**
  - 3.1. This Agreement applies to all existing Supply Contracts.
  - 3.2. This Agreement will remain in force so long as there are any Supply Contracts in force. This Agreement will terminate when and if no Supply Contract is in force.
  - 3.3. This Agreement does not require either Hewlett Packard Enterprise or Supplier to enter into any Supply Contract nor to enter into any new or further agreement of any kind.

**Parties**

**SIGNED**

for and on behalf of Hewlett Packard Enterprise

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

for and on behalf of Supplier

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_