

Sample clause: Social safety and standards of conduct

This clause serves as an example for freelancers to include in their collaboration agreement with clients. If you don't enter into a collaboration agreement with your client, you can add this clause to your general terms and conditions.

1). Standard of conduct

The client, and the persons the client involves in the performance of this agreement, shall refrain from any form of intimidation, sexual harassment, discrimination, bullying, aggression, or any other behavior that harms the contractor's personal integrity or professional safety and dignity. In interpreting the standard of conduct, the following apply cumulatively: the applicable statutory provisions, the generally accepted standards and values within the sector, and – where available – the client's code of conduct. The contractor, in turn, endorses the mutual obligation to a respectful and professional collaboration, and is accountable for their own behavior.

2). Client's duty to inform

Before work begins, the client shall provide the contractor with the applicable code of conduct and the available reporting, complaints, and support routes within the organization, including the contact details of the confidential counselor and any external reporting routes, where available. The client acknowledges that, for the purposes of this clause, the contractor has access to these routes, even if the client's internal procedures, in their original wording, apply exclusively to employees. The client will not invoke the fact that an internal reporting or complaints route doesn't apply to the self-employed based on that wording. If a code of conduct is lacking, the client shall inform the contractor in writing of the standards of conduct used within the organization.

3). Right to report and follow-up

If the contractor experiences or notices unwanted behavior, they have the right to report this to the contact person designated by the client, or via an available external reporting route. If the client has appointed a confidential counselor, the contractor can also contact this confidential counselor for advice, support, or guidance – including when considering or preparing a report. The client shall treat a report as referred to in the previous paragraph confidentially and shall, where applicable, follow the complaints or reporting procedure in force within their organization. The contractor will be informed in writing, within fourteen days, about the follow-up to their report.

4). Compensation in the event of a report

A breach by the client, or by a person the client has involved, of the standard of conduct set out in section 1, constitutes an attributable failure to perform this agreement. In the event of such a breach, the contractor retains the right to claim full

compensation for the resulting damage, including both material and immaterial damage.

Optional – to be included if the parties wish to include a penalty clause:

To reinforce the above, the parties agree that, for each breach of section 1, the client owes an immediately payable penalty of €[amount] per occurrence. If the breach is of a continuing nature – including, in any case, failing to follow up on a report in time as referred to under "follow-up" – the client shall additionally forfeit a penalty of €[amount] for each day the breach continues after the fourteen-day period referred to in section 3 has expired. Both penalties are without prejudice to the contractor's right to also claim compensation for any damage exceeding the forfeited penalties. The parties are aware that the court may, at the client's request, reduce the penalty if fairness clearly requires this, with the actual damage suffered as the lower limit.

5). Immediate termination

In the event of a serious or repeated breach of the agreements set out above, the contractor has the right to terminate this agreement in writing, with immediate effect, without notice of default and without judicial intervention. Termination under this section:

- does not affect the contractor's claim to payment for work already carried out;
- does not give the client any claim to compensation or damages for the premature termination;
- explicitly does not affect the contractor's right to compensation for the transgressive behavior itself.