Metals

International RBC | SER

International RBC Sector Agreement for the Metals Sector 2025 – 2029

SECTOR AGREEMENT | September 2025

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Final version

24 September 2025

Disclaimer

This text was presented to the ACM, the National Contact Point OECD Guidelines (NCP) and SER legal staff. An external party assessed the text in light of the updated subsidy conditions for sectoral collaboration of the Dutch Ministry of Foreign Affairs.

The International RBC Sector Agreement for the Metals Sector 2025 – 2029 (hereinafter the **Sector Agreement**) was modified in relation to previous versions following a change in the subsidy conditions and integration into the Framework Agreement 'Connecting for impact. Scaling up sectoral collaboration for sustainable international supply chains' (Raamovereenkomst 'Verbinden voor impact - Opschaling sectorale samenwerking voor duurzame internationale ketens'), and was shared with all parties for formal stakeholder consultation.

Inhoud

Preamble

1. Businesses create jobs and well-being, innovation and economic growth. The business community can make an important contribution to sustainable growth and decent work in production chains.
2. At the same time, the globalisation of metal supply chains also means that businesses active in the metals sector may be directly or indirectly involved in adverse impacts arising from their activities on people and the environment elsewhere in the world. These adverse impacts may occur in the extraction, trading and processing of raw materials for the sector.
3. Recycling of secondary materials can help reduce the demand for and extraction of primary commodities. However, the gathering and processing of secondary materials can involve the risk of human rights violations and breaches of environmental standards. This risk is particularly present in countries with weak governance and a poorly functioning legal order, where there is less than full compliance with international standards, treaties and conventions.
4. Responsible business conduct in the metals sector is therefore a prerequisite for sustainable and inclusive economic growth and contributes to sustainable global value chains.
5. The OECD Guidelines for Multinational Enterprises form the basis for international responsible business conduct (IRBC). The OECD Guidelines are the most comprehensive guidelines relating to IRBC, incorporating elements of the UN Guiding Principles on Business and Human Rights (UNGPs), and the fundamental labour standards of the ILO.
6. In recent years, the European Commission has established a legislative framework with legislation such as the Corporate Sustainability Due Diligence Directive (CSDDD), the Corporate Sustainability Reporting Directive (CSRD) and the Forced Labour Regulation, in which supply chain responsibility is the norm.
7. The OECD Guidelines are the primary guiding principle of this Sector Agreement, and participating businesses are given support in applying these Guidelines and complying with sustainability laws and regulations.
8. Trade unions, civil society organisations and their local partners that represent or support workers and communities whose rights are violated in the production chain, are essential partners in identifying and prioritising risks and in formulating and implementing solutions.
9. The Sector Agreement is a multistakeholder collaboration between sector parties and civil society organisations. Its goal is to realise a positive impact for human rights and the environment in metal and mineral production chains.
10. The Sector Agreement aims to enable the broadest possible participation of businesses. The Sector Agreement is suitable for businesses at all levels (beginner to advanced) in the area of due diligence in the value chain. The metals sector as referred to in the Sector Agreement consists of businesses (and the associated trade associations) that produce metals and minerals and/or are dependent on them in their (production) processes and/or supply essential materials or services to this sector[1].

[1] Including businesses specialising in metal recycling.

11. Parties signing this Sector Agreement wish to join the Framework Agreement ‘Connecting for impact. Scaling up sectoral collaboration for sustainable international supply chains’ (Raamovereenkomst ‘Verbinden voor impact -Opschaling sectorale samenwerking voor duurzame internationale ketens’), hereinafter called the “Framework Agreement”, which was drawn up by the Social and Economic Council of the Netherlands (hereinafter: the SER) and its social partners CNV, FNV, VNO-NCW and MKB-Nederland and are therefore adopting sections of the Framework Agreement.
12. Affiliated parties acknowledge their obligations under national and European competition legislation and act in accordance with these rules. The affiliated parties may not use the Sector Agreement to make agreements that restrict or reduce competition. They do not intend to restrict competition on the market for metals, minerals and associated products. They will consult with the Netherlands Authority for Consumers and Markets (ACM) prior to signing the Sector Agreement.
13. This Sector Agreement is governed by Dutch law.

Due diligence

Guiding principles

1. The following guidelines form the basis of this Sector Agreement: the *OECD Guidelines for Multinational Enterprises on Responsible Business Conduct*, *the International Labour Organization (ILO) Tripartite declaration of principles concerning multinational enterprises and social policy (MNE Declaration)*, the *UN Guiding Principles on Business and Human Rights (UNGPs*) and the *OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas*.
2. These guiding principles imply that participating businesses will carry out ongoing due diligence to identify risks, prevent and mitigate adverse impacts, and account for how these impacts are addressed. The six steps of the due diligence process are: (1) integrate RBC into policy and management systems; (2) identify and assess adverse impacts related to activities, supply chains and business relationships; (3) stop, prevent or mitigate adverse impact; (4) monitor practical application and results; (5) communicate how impact will be handled; and (6) provide for or cooperate in remediation, if applicable. Businesses will engage affected stakeholders on an ongoing basis when identifying, preventing, mitigating and addressing risks and providing for or cooperating in remediation in their supply chain[2].
3. By implementing due diligence in accordance with the international guidelines referred to in article 1, this Sector Agreement supports businesses in preparation for the requirements arising from the expected national and European due diligence legislation.
4. This Sector Agreement aims to the greatest extent possible to comply with the international guidelines (in particular the OECD Guidelines and the UN Guiding Principles on Business and Human Rights), and in addition to integrate laws and regulations at national and European level, specifically the Corporate Sustainability Due Diligence Directive (CSDDD) and the Corporate Sustainability Reporting Directive (CSRD).
5. This Sector Agreement does not provide any indemnification against any obligations resulting from the implementation of the Corporate Sustainability Due Diligence Directive (CSDDD) - or other existing and/or future legislation regarding the carrying out of due diligence other than provided by the legislator in national legislation.
6. If a business participates in this Sector Agreement, this will not shift the responsibility for any adverse impact that it causes, to which it contributes or in which it is directly involved, from the business to the Sector Agreement.
7. Participation in this Sector Agreement is voluntary, but not without commitment. Businesses that sign the Sector Agreement are expected to have adequate resources to meet their obligations under the Sector Agreement and make an active contribution to the implementation thereof.

[2] Affected stakeholders are people or Committees with interests that are harmed or may be harmed by the activities of a business. For example, employees or workers in the supply chain or local communities. Source: OECD Due Diligence Guidance for Responsible Business Conduct.

Monitoring progress

8. There is a monitoring tool (a cross-sector online HREDD tool as set out in article 3.1.3 of the Framework Agreement) that assesses the maturity level and the progress of the due diligence performance of individual businesses. The monitoring tool consists of a questionnaire and an assessment framework based on the six due diligence steps of the OECD Due Diligence Guidance for Responsible Business Conduct. Where possible, alignment is sought with existing due diligence obligations of the CSRD and CSDDD to the extent they are in line with or extend beyond what is expected based on the OECD Guidelines and the OECD Guidance. Furthermore, through the assessment framework the 'OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas[3]' is also included in the monitoring.
9. A baseline assessment will be carried out for all participating businesses before the end of Year 1 of the Sector Agreement. All businesses will complete the monitoring tool to determine the baseline assessment. Businesses will provide support for their answers in the tool by means of an explanation and/or additional documentation. The tool automatically calculates a maturity score of the due diligence process, which serves as a basis for the remaining duration of the Sector Agreement. The secretariat analyses the baseline assessment of the businesses and identifies collective matters arising from the baseline assessment to set up the sector and risk module.
10. Pursuant to articles 3.2.7 and 3.2.8 of the Framework Agreement, after the baseline assessment, each business will be monitored once every two years (Year 2 and Year 4), and businesses will receive an assessment with every monitoring round. Businesses will complete the self-assessment monitoring tool again, after which they will receive automated advice. This advice gives businesses insight into their status in the implementation of their due diligence process and in what areas progress can be made. Every business will also receive an automated assessment of the monitoring results based on the self-assessment. This assessment consists of a final score and a final rating: green, orange or red. The secretariat will also hold a meeting with businesses that score orange or red to support improvement of the scores and give advice on the actions to be taken. The management of the participating business will take part in this meeting where appropriate. The follow-up to the results of the individual monitoring includes peer-Committee consultation within the sector module, to share the results, insights and lessons learned.
11. Businesses must realise gradual progress in their scores in accordance with the Framework Agreement. The level of maturity that is expected of participating businesses at specific points in time during the Sector Agreement, is further elaborated within the context of the Framework Agreement. In accordance with the Framework Agreement, during the monitoring process a business will have a period of three months to improve components that received inadequate scores.
12. To ensure that businesses realise sufficient and focused progress in the area of due diligence, they will annually submit an Action Plan to the secretariat. This Action Plan may be a specifically developed plan but may also be the reporting that must be provided in the framework of the CSRD and/or CSDDD. Another goal of the Action Plan is to inform civil society organisations within the Sector Agreement on the progress. The secretariat will prepare an aggregated Action Plan, that cannot be traced back to individual businesses and share this with the parties (businesses and civil society organisations) within the Sector Agreement.

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[3] OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas : https://www.oecd.org/en/publications/oecd-due-diligence-guidance-for-responsible-supply-chains-of-minerals-from-conflict-affected-and-high-risk-areas_9789264252479-en.html

13. Participating businesses agree that participating civil society organisations that participate in a module[4], may view the score and the advice given to individual businesses. This applies to those components for which there is reporting on risks and the action plan. Civil society organisations may not communicate this externally and will sign an NDA. The purpose of this exercise is for the civil society organisations to be able to provide better support based on the additional information.
14. Based on the preceding articles:
    a. It will be reviewed whether the reported steps of businesses and the policy are in compliance with the OECD Guidelines and UNGPs and whether the agreements and goals in the Sector Agreement have been fulfilled;
    b. It will be reviewed whether businesses are making sufficient progress in the implementation of due diligence;
    c. Businesses will be given feedback on matters to be improved based on monitoring results;
    d. Information is gathered for the annual aggregated reporting - that is shared with the Sector Agreement parties - regarding the progress of the Sector Agreement;
    e. Information is gathered in order to signal collective project, learning and support needs.

Insight into the chain

15. As part of their due diligence, businesses will have to outline their supply chains as fully as possible. These insights are necessary to create a complete overview of actual and potential adverse effects, in order to prioritise, prevent and or reduce them.
16. Businesses will be able to address certain prioritised risks directly. There will be collaboration with other parties (businesses and civil society organisations) within the Sector Agreement with regard to other risks and impacts that are more complex or for which sufficient influence is lacking.
17. In order to facilitate this collaboration and to gain insight into the production locations that are part of the supply chains of the participating businesses, businesses will provide a production location list to the secretariat every year. This not only relates to direct ('tier 1') suppliers, but also suppliers further in the supply chain. Recycling companies must chart production locations of their customers, if the risk matrix (that classifies risks according to degree of severity and probability) shows that this must be given priority.
18. Businesses are expected to take steps to improve supply chain transparency within the term of the Sector Agreement and therefore annually add more suppliers (customers) to their production location list. In order to monitor this progress, questions will be added to the assessment framework.

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[4] This concerns the modules laid down in the Framework Agreement, which can be found in chapter 1.3. There are 4 types of modules:
   a. Sector modules: these focus on sector participation in the Framework Agreement. Every sector module will carry out at least a sector-specific risk analysis and a Community of Practice, or another kind of peer learning model.
   b. Knowledge modules: these focus on gathering general knowledge on due diligence and increased knowledge of certain steps in the due diligence process.
   c. Practice modules: these focus on exchanging insights and information on bottlenecks in practice in the due diligence process.
   d. Risk modules: these focus on restricting, preventing and/or stopping adverse impact in value chains.

19. The secretariat will gather the information of individual businesses in one aggregated list and share this (annually updated) list with all parties (businesses and civil society organisations). The list will only contain production locations at country or regional level, stating the type of activity and cannot be traced back to individual businesses of the Sector Agreement.
The secretariat will keep name and address details of production locations confidential, information will only be shared in aggregated form, inspection by third parties will only take place subject to strict confidentiality and with the prior consent of the business concerned (see articles 21 and 22), and use is limited to an instrument to be able to implement the goals of due diligence and monitoring within the Sector Agreement.
20. This aggregated list allows the parties to determine in what countries and regions all businesses work a lot and where attention could be focused in the development of training courses, modules and collective projects.
21. On the request of civil society organisations participating in the Sector Agreement, the secretariat can, moreover, share what businesses are active in specific countries/regions with these civil society organisations. This allows civil society organisations to approach businesses in a manner geared to collective projects and the sharing of knowledge and insights. Civil society organisations sign an NDA to ensure that the information to be exchanged is treated very confidentially.
22. Using input of civil society organisations and trade unions, the secretariat will draw up an overview with information on the geographic areas and the commodities for which the civil society organisations have a network, knowledge or expertise. This overview will be shared with businesses, so that businesses can take a targeted approach to the civil society organisations and trade unions regarding questions on their risk analysis and the tackling of risks. When risks and/or violations are noted, collaboration partners/trade unions (affiliated to parties) in the supply chain can submit a request to the Core Committee of the Sector Agreement to gain insight into the information from the aggregated list of suppliers that is relevant for them, with the exception of competition-sensitive information. The procedure laid down in article 6.26 of the Framework Agreement applies:
    - The various sections of the Core Committee share the information relevant to them from the aggregated list of suppliers with the (local) collaboration partners/ affiliated trade unions after they have signed a standard NDA.
    - If the identified risks and/or violations occur at suppliers of participating businesses, the sections will report this to the secretariat.
    - The secretariat will notify participating businesses that purchase from the supplier concerned of the report and proceed to facilitate contact and/or dialogue between the participating businesses and the relevant social partners.
    - The parties will then aim to arrive at a solution/approach through dialogue to resolve the identified risks and/or violations within the capabilities of the participating businesses (as far as can be reasonably expected). In the event of systemic risks and/or violations, the parties may explore the options for initiating a joint project to address the identified risks and/or violations.
23. The parties are aware that the information to be shared by businesses concerning production locations can be a sensitive subject in the area of competition and security of stakeholders. Businesses can present a substantiated request to the Core Committee, without the competition-sensitive information, to restrict the publication of information. The Core Committee will approve the request if it is based on sufficient supporting evidence.
24. The Core Committee will assess whether more general information on the production location can be shared, e.g. publishing the country or the region.

Risk analysis

25. Annually, businesses will identify the most significant IRBC risks in their value chain, making use of risk analysis methodology in line with the due diligence provisions of the OECD Guidelines and the OECD due diligence guidance. Businesses will carry out the risk analysis starting in Year 1 in the framework of the sector module that is executed in accordance with the agreements in the Framework Agreement.
26. Businesses recognise that the due diligence cycle is an ongoing and recurring process, that 1) will continue to be applied to identify new risks, 2) will be periodically repeated to (re)assess risks that have already been identified, and 3) after the most serious identified risks have been dealt with, will shift to other identified risks.
27. Businesses prioritise potential and actual adverse effects based on severity (scale, scope and irreversibility) and probability, and publicly explain with regard to all risks why a risk is or is not prioritised.
28. Businesses will integrate gender perspectives[5] in their due diligence processes. Risks and impacts will be analysed and addressed in a gender-responsive manner.

Modules

29. Pursuant to article 1.3 of the Framework Agreement, modules will be developed to support businesses via tools, training courses and instruments. A sector module is developed and is supplemented with risk module(s) in which collective risks are addressed. In addition, knowledge and practice modules are developed and provided by the SER and its partners. As a rule, these are set up for cross-sector use. Specification for the metals sector can be introduced where this is desirable.
30. The knowledge and practice modules that are offered can be mandatory or optional, depending on the maturity level of a business in the area of due diligence, and considerations that are made in the sector module. The risk analysis and outcomes of the monitoring serve as input in this respect.

Reporting and external communication

31. Businesses will publicly report on their due diligence approach, processes, activities and results. Businesses will report in line with the provisions from the OECD Guidelines in the area of due diligence and in the area of information provision, and in line with the standards in the European Sustainability Reporting Standards (ESRS). The reporting expectations align with the requirements in the Corporate Sustainability Reporting Directive (CSRD):
    a. Businesses that fall under the CSRD will report annually in line with their obligations under the legislation;
    b. Businesses that fall under the definition of Listed SMEs (LSME)[6] according to the CSRD, will report annually based on the legal obligations applicable to this target Committee.

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5 Adding a gender perspective in the due diligence process means considering the way in which actual or potential adverse effects can differ or can be specific for women. It is important to be aware of gender issues and the human rights of women in situations in which women may be disproportionately adversely impacted. The measures that the business takes to identify, prevent, limit and address these adverse effects may have to be modified. This ensures that the measures are appropriate and effective (gender-responsive approach). Source: OECD Due Diligence Guidance for Responsible Business Conduct.

6 https://www.efrag.org/en/projects/esrs-lsme-esrs-for-listed-smes/exposure-draft-consultation

c. Businesses that do not fall under the CSRD, will report in line with the voluntary sustainability reporting standard[7]. They will report publicly in at least Year 2 and Year 4 of the Sector Agreement. Reporting in the other years will be within the framework of the Sector Agreement.

32. Participating businesses may communicate publicly (via their website, annual report, etc.) that they are participating in the IRBC Sector Agreement for the Metals Sector and that every two years there is an assessment of the progress of their due diligence programme as described in the OECD Guidelines for Responsible Business Conduct.

33. In addition to the forms of external communication of individual businesses described in the above articles, there will also be reporting on behalf of the Sector Agreement as a whole. The reporting will be concise and will be distributed via the website of the IRBC Sector Agreement for the Metals Sector. The reporting in Year 1 of the Sector Agreement will particularly focus on the aggregated results and insights based on the baseline measurement. In Year 2 and Year 4 the aggregated progress of the businesses will be communicated based on the assessments. A brief evaluation of the Sector Agreement in its entirety will be published in Year 5. The aforementioned reports can be supplemented with the outcomes of collective projects, conferences and workshops.

Involving stakeholders

34. With the assistance of the secretariat, the parties will make an inventory of a supporting network (to be developed) in relevant production countries, geared to improving collaboration in relation to impact, but also to gain more insight into the current situation in the production countries and therefore the specific risks. Together the parties will invite the Dutch government to collaborate in building and expanding this supporting network (Year 1 and ongoing).

35. Businesses will involve stakeholders (in production countries) in a meaningful manner[8] in the implementation of all six due diligence steps and in the implementation of the Sector Agreement. For example, businesses will involve their stakeholders in the assessment of their suppliers, the drawing up of action plans, verification and monitoring of their actions and the developing of complaint mechanisms.

Increasing influence in the supply chain

36. The parties recognise that scaling up affiliated parties in the Sector Agreement is important for increasing collective influence in the supply chain and that this offers opportunities for collectively tackling risks in metal supply chains.

37. In order to realise scale size as much as possible, a supply chain partner approach is applied when recruiting businesses.

38. The parties will endeavour as much as possible to make new businesses and other organisations enthusiastic and to recruit them to participate in the Sector Agreement. They will do so based on a recruitment plan to be determined annually, with concrete goals and activities.

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7 https://www.efrag.org/en/projects/voluntary-reporting-standard-for-smes-vsme/exposure-draft-consultation

8 Meaningful involvement of stakeholders is based on two-way communication and its success (or failure) depends on the good will of the participants on both sides. It is also a dynamic and ongoing process, where there is often consultation with the relevant stakeholders before decisions are made. Source: OECD Due Diligence Guidance for Responsible Business Conduct. See also: Meaningful stakeholder dialogue in (international) supply chains (SER). A module on Meaningful Stakeholder Dialogue will be made available to the participating businesses.

39. Affiliated parties within this Sector Agreement will aim for implementation on a European scale, resulting in a consistent implementation of due diligence in all EU member states. During the term of the Sector Agreement, the parties will aim to make European scaling up of the Sector Agreement a reality.

Governance

Introduction

40. There are two forms of involvement in the Sector Agreement:
    a. Party: An organisation that subscribes to the Sector Agreement and actively contributes to realising the goals and ambitions of the Sector Agreement. A party makes a contribution, financially and/or in kind, to the implementation and forms part of the decision-making process. Businesses always make a financial contribution to the Sector Agreement (see article 79).
    b. Supporter: An organisation that subscribes to the spirit, goals and ambitions of the Sector Agreement and undertakes to actively promote the Sector Agreement on its website(s) and within its network (see Annex 1). A supporter makes a financial contribution but is not involved in the decision-making process. The amount of the financial contribution and the additional benefits and conditions for Supporters will be determined by the Core Committee within one year after the start of the Sector Agreement. Businesses that have a position in the metal supply chains, cannot be a supporter.
41. It is possible for an organisation to sign the Sector Agreement during the term of the Sector Agreement.
42. All parties that sign the Sector Agreement together form the Sector Module Meeting.

Sector Module Meeting

43. The Sector Module Meeting comprises all parties to the Sector Agreement and meets at least once a year to discuss the progress of the Sector Agreement.
44. The Sector Module Meeting receives the agendas and minutes from the Core Committee and has a say in the decision-making through the representatives in the Core Committee.

Core Committee

45. A Core Committee will be established at the start of the Sector Agreement.
    a) The Core Committee can make decisions on subjects on which no agreements have been made in the text of the Sector Agreement and focuses on the daily decision-making in the sector module.
    b) As long as there is no Steering Committee (cross-sector body that is responsible for strategic management and decision-making and comprises the social partners of the SER), as determined in the Framework Agreement (chapter 4.1), the Core Committee carries out the tasks of the Steering Committee as described in: Article 4.1.20 of the Framework Agreement:
       - Supervision of and accountability for the performance of the tasks arising from the Framework Agreement, including:
         a. Carrying out the baseline measurement
         b. Carrying out the monitoring

46. The Core Committee consists of representatives of the affiliated parties:
    46.1. Trade unions: 1 seat
    46.2. NGOs: 1 seat
    46.3. Trade associations: 1 seat
    46.4. Businesses: 1 seat
47. Each organisation will appoint a permanent representative and a deputy representative to sit in the Core Committee. Members of the Core Committee will consult their rank and file regarding their work in the Core Committee. The Core Committee can decide to admit new parties.
48. The Core Committee meets four times a year. Meetings of the Core Committee are closed. The main points of the agenda and minutes of meetings will be shared with all parties. If necessary and desired, external parties may attend meetings of the Core Committee. Requests to attend meetings will be submitted to the chair; the chair decides on the request.
49. The Core Committee aims to reach decisions by consensus. If consensus is not possible, the Core Committee will decide based on the majority of votes. Each member of the Core Committee has one vote. If it is not possible to achieve a majority of votes, the Core Committee will present the decision to be made to the Sector Module Meeting. The Sector Module Meeting will decide on the basis of a majority of votes.
50. The Core Committee has a chair, who monitors the process of the meetings of the Core Committee. The chair has no voting rights.
51. The Core Committee publishes annual reports on the progress of the implementation and the results achieved by the Sector Agreement.
52. During every meeting of the Core Committee, the secretariat will report on the progress of the due diligence process (as described in articles 8 to 40).
53. The Core Committee may not enter into agreements or assume financial obligations.

Chair

54. The SER will propose a chair, who is not involved in the secretariat of this Agreement. The Core Committee will confirm the chairman.

Secretariat

55. The Core Committee will be assisted by an independent secretariat (hereinafter: the Secretariat) in the performance of its work. The secretariat has – overall – responsibility for the following tasks.
    a. Project management
    b. Support for the governance of the Sector Agreement
    c. Support in the development of products, tools, analyses, and training courses on behalf of due diligence
    d. Support in reporting and monitoring the progress of the Sector Agreement
    e. Support in relation to outreach
    f. Collaborations and network coordination
    g. Administration and communication
56. The parties will appoint an independent secretariat. This Secretariat can be provided by a third party or by the SER. If the parties ask the SER to provide the Secretariat, a separate contract for services (the Assignment Agreement) will be entered into with the SER, in which the tasks of the Secretariat and its confidentiality obligation are arranged.

Roles in the process

Role of the trade associations

57. The trade associations will actively approach all businesses that are directly or indirectly affiliated with them to participate in the Sector Agreement, e.g. by drawing attention to the Sector Agreement by means of newsletters, during General Members Meetings and by putting interested members in contact with the Secretariat.
58. The Sector Agreement will be a regular agenda item at the General Members Meetings and board meetings of the trade associations.
59. The trade associations will endeavour to ensure that sufficient members participate in theme-based projects that are initiated by the parties during the term of the Sector Agreement.

Role of the civil society organisations and trade unions

60. The affiliated civil society organisations (NGOs) and trade unions:
    a. where possible, will make their knowledge and expertise available within the framework of the goal of the Sector Agreement. In the event that civil society organisations do not have the capacity, knowledge or expertise to achieve this goal (because they or their networks are not present in all high-risk countries or for other reasons), an effort is expected from these parties to share information concerning the areas of expertise relevant to them and to find support within their international networks to the best of their ability. This role can be shaped by, among other things, gathering information in production countries through known organisations or networks, offering perspectives for action to participating businesses, working together with participating businesses to develop tools for their actions, and consulting with organisations in the relevant countries to find ways to monitor the situation and efforts of participating businesses;
    b. will make an active contribution to the following activities and efforts that take place in the framework of the Sector Agreement and whose goal is to increase the impact and therefore improve the situation for stakeholders in the supply chains, such as:
        - with regard to risk analyses: initiating and coordinating the analysis of risks;
        - with regard to outreach: initiating contacts with civil society organisations outside the Sector Agreement;
        - will implement activities in the framework of projects within the Sector Agreement;
        - will signal actual and potential abuses in the supply chains of participating businesses;
        - will provide knowledge on specific topics.
    c. will also actively promote the agreements and principles in this Sector Agreement among their rank and file and within coalitions and (international) networks in which they participate;
    d. will bring new insights that are important for the IRBC risk management of businesses in the metals sector to the attention of the parties via the Core Committee and put them on the agenda when (joint) action by the parties is required, for example in the form of initiating a collective project;
    e. will make an active contribution, particularly with regard to the collective projects, to arrive at a perspective for action for businesses;
    f. will, where possible, use their own networks in production countries to aid the projects;

g. are prepared to report feedback about abuses in the sector to the Core Committee in a timely manner (early warning);
h. will, where possible, make information available to businesses about projects with partners in production countries at the beginning of production chains. Where these projects are specifically relevant to the metals sector, they will indicate whether and how businesses can join;
i. will actively support the other parties in approaching businesses in the metals sector that are not affiliated with the trade associations.

Role of the government

61. The government, through the Ministry of Foreign Affairs, is a co-financier of the Sector Agreement (see also article 79).
62. The government is not a party to this Sector Agreement.
63. The Core Committee will inform the government every year as to the substantive progress of the Sector Agreement and any deviations from the budget.
64. The independent Secretariat will, in addition, submit an annual plan to inform the government regarding the plans for the coming year.
65. The government will be involved in the Sector Agreement by means of a policy dialogue (every quarter) to offer available knowledge, networks and expertise, for example when it comes to International Social Conditions in Public Procurement, or collaboration with other EU member states.

Duration

66. The new term of the Sector Agreement starts as of 16 October 2025. As of this date, businesses will sign the Sector Agreement and the parties will have adopted a budget for the entire duration of the Sector Agreement.
67. The Sector Agreement has a term of four years. The Sector Agreement will therefore be terminated as of 31 December 2029.
68. It will be determined after 4 years at latest whether the Sector Agreement will be continued.

Joining the Sector Agreement

69. This Sector Agreement is open to accession by other organisations and institutions that wish to/can contribute to the goals formulated in this Sector Agreement within the framework of their public and/or social tasks.
70. An organisation or institution that wishes to join this Sector Agreement can present a request to the Core Committee of the Sector Agreement by means of a cover letter which shows that the business subscribes to the OECD Guidelines and will make sufficient resources available to apply due diligence.
71. The parties will be informed in advance by the Secretariat of the intended accession. If one of the parties has questions based on the cover letter, the organisation or institution concerned can be asked to provide further information.
72. The Core Committee will assess the request to join. In case of approval, the Party will join the Sector Agreement.

Termination of the Sector Agreement

73. Any party can terminate its participation in the Sector Agreement as of one year after it signed the Sector Agreement by giving notice to the Core Committee. The notice of termination must state the reasons for the termination. Termination will be effected by means of written notice to the Core Committee.
74. The relevant party may terminate its participation with effect from the following year, subject to a notice period of six months.
75. If a party terminates its participation in the Sector Agreement, the Sector Agreement will remain in effect for the other parties to the Sector Agreement.
76. In the event of failure to follow up a decision of the Core Committee, the Core Committee can, after having sent a reminder to the party, remove the party concerned from the Sector Agreement, subject to 3 months' notice.
77. If the Core Committee decides to remove a party from the Sector Agreement, the Core Committee will announce this, along with a brief explanation. The communication will be coordinated with the party concerned. The party that is removed from the Sector Agreement will continue to fulfil its obligations until the end of the current Sector Agreement year (in accordance with chapter 9 section IV of the Framework Agreement).

Funding

78. Support for the implementation of this Sector Agreement is based on the balanced funding of a budget.
79. The government, the sector and the SER contribute to the budget. The government contributes 47%, the sector 33% and the SER 20%.
80. The financial contribution of businesses depends on the size (number of FTEs) of the business. The contributions per type of business will be published on the Sector Agreement website.
81. In addition to an annual financial contribution, businesses will use their own resources for due diligence and projects.
82. The Sector Agreement will be terminated if a balanced budget can no longer be achieved.

Complaints and disputes

83. In accordance with section 5.3 of the Framework Agreement, complaints and disputes may only concern the lack of progress of one of the participating businesses.
84. Pursuant to article 5.4.4 of the Framework Agreement, the Core Committee decides on complaints and disputes. If the complaint or dispute concerns a member of the Core Committee, the relevant member will be replaced by another party from the same section.
85. Businesses participating in the Sector Agreement will open their internal complaints procedures to third parties that have complaints or information about alleged violations of the OECD Guidelines in their supply chains. The businesses will aim to coordinate their internal complaints procedures with the effectiveness criteria described in the UN Guiding Principles for Business and Human Rights.
86. The businesses will cooperate if the National Contact Point OECD Guidelines deems a complaint against them admissible and they are given notice to appear in the mediation procedure recommended by the National Contact Point.

Annex 1

Expression of support for the International RBC Sector Agreement for the Metals Sector 2025–2029 (hereinafter: the Sector Agreement)

Signed party

- declares to have taken note of the text of the Sector Agreement signed on the 16th of October 2025;
- expresses support for the goals pursued by the parties by means of this Sector Agreement;
- is prepared to collaborate with the parties and to seek synergies between its own activities and the implementation of the Sector Agreement;
- is prepared to contribute to the achievement of the goals and the execution of the activities within the framework of the Sector Agreement;
- is prepared to communicate its support for the Sector Agreement externally;
- (if the party includes participating businesses active in the metals sector:) will recommend its members to join the Sector Agreement;
- is prepared to participate in the stakeholder Committee which provides the parties with a sounding board on the progress and implementation of the Sector Agreement;
- will make the financial and/or in-kind contribution that is determined by the Core Committee.

The Supporter will sign the 'Confidentiality Protocol International RBC Sector Agreement for the Metals Sector 2025 – 2029' in addition to this annex. If tasks change, the parties and supporters will together review whether agreements have to be amended.

Signature:

Organisation:

Name:

SOCIAAL-ECONOMISCHE RAAD
(Social and Economic Council)
Bezuidenhoutseweg 60
P.O. Box 90405
2509 LK The Hague
The Netherlands

T +31 (0)70 3499 525
E communicatie@ser.nl

https://www.imvoconvenanten.nl/en/metals-sector