## Fast Retailing

### Standards and Guidelines on

# Responsible Recruitment of Foreign Migrant Workers for Production Partners



### 2<sup>nd</sup> edition September 2023

Version	Revision	Effective date	Revision
	description		date
1st edition	NA	01/05/2020	
2 <sup>nd</sup> edition	• Updated	01/09/2023	April-June
	AAFA FLA		2023
	commitment		
	Restructured		
	recruitment		
	process		

### Contents

INTRODUCTION AND OBJECTIVES	3
STANDARDS	5
No workers pay for their job	5
Workers receive a timely refund of fees and costs paid to obtain or maintain their job	5
Workers retain control of their identity, travel or any other documents	5
All workers are informed, in a language they understand, of the basic terms of their emp before leaving their country of origin	•
GUIDELINES FOR PRODUCTION PARTNERS	6
Management system	6
Recruitment	9
Employment	13
Repatriation / Return / Onward migration	16
APPENDIX 1: GUIDANCE NOTE RECRUITMENT FEES AND RELATED COSTS	17

#### INTRODUCTION AND OBJECTIVES

#### **Commitment and Code of Conduct**

Fast Retailing is committed to upholding human and labour rights of workers in our global supply chains. Our Code of Conduct for Production Partners<sup>1</sup> ("Fast Retailing Group Code of Conduct for Production Partners") states that there is no tolerance for forced labor including human trafficking.

According to the International Organization for Migration (IOM), the contributions of foreign migrant workers have become increasingly important in international supply chains across all industries. When managed in a safe, humane and orderly way, labour migration benefits foreign migrant workers and their families, economies of communities of origin and destination.

Employers across many industries and geographies rely on foreign migrant workers when facing labour shortages. Too many foreign migrant workers however face multiple forms of abuse and exploitation. Unethical recruitment practices leave them uninformed or deceived of the job terms and conditions. Exuberant recruitment fees and related cost that they are required to pay for a job abroad often force them to take out loans leading to debt bondage and forced labor. Document retention during recruitment and employment often makes it impossible for foreign migrant workers to opt out of the recruitment process or to walk away from exploitative labor conditions.

Recognizing that foreign migrant workers are particularly vulnerable in our global supply chains, we have established these Standards and Guidelines on Responsible Recruitment for Production Partners ("Standards and Guidelines") to ensure that this group of workers is treated ethically and fairly during recruitment, employment and return.

#### **Basis**

Fast Retailing endorse and support the following international standards, guidelines and principles, and this document is based on these industry commitments and existing good practice:

- ILO General Principles and Operational Guidelines on Fair Recruitment and the Definition of Recruitment Fees and Related Costs
- ILO C097-Migration for Employment Convention
- ILO C143-Migrant Workers Convention
- ILO C181-Private Employment Agencies Convention
- International Convention on the Protection of the Rights of All Migrant Workers and Members of Their Families
- The UN Guiding Principles on Business and Human Rights (UN Guiding Principles)
- IOM Migrant Worker Guidelines for Employers: Promoting Respect for the Human and Labour Rights of Migrant Workers through Ethical Recruitment and Deployment, Responsible Employment and Safe Return<sup>2</sup>
- The Dhaka Principles for Migration with Dignity (IHRB)
- The Fair Labor Association (FLA) and the American Apparel & Footwear Association (AAFA) Commitment to Responsible Recruitment<sup>3</sup> (signed by Fast Retailing in March 2023)
- The International Recruitment Integrity System (IRIS) Standard<sup>4</sup>

#### **Purpose**

These Standards and Guidelines contain Fast Retailing's requirements and expectations of our

<sup>&</sup>lt;sup>1</sup> https://www.fastretailing.com/eng/sustainability/labor/pdf/coc\_en.pdf

<sup>&</sup>lt;sup>2</sup> https://crest.iom.int/en/resources/tools/migrant-worker-guidelines-employers

<sup>&</sup>lt;sup>3</sup> https://www.aafaglobal.org/AAFA/Solutions Pages/Commitment to Responsible Recruitment

<sup>&</sup>lt;sup>4</sup> https://iris.iom.int/iris-standard

production partners to respect human and labour rights of foreign migrant workers during recruitment, employment and return in line with the requirements of the Fast Retailing Group Code of Conduct for Production Partners.

#### Scope

All production partners who hire foreign migrant workers, including Tier 1 garment and processing factories, Tier 2 core fabric mills are covered in this Standards and Guidelines.

This Standards and Guidelines consist of two parts. The "Standards" part stipulates minimum mandatory standards for all Fast Retailing production partners employing foreign migrant workers. The "Guidelines" part provides the production partners with best practice in establishing an effective management system to implement the above Standards.

#### Revisions

Fast Retailing will carry out revisions of these Standard and Guidelines as considered necessary, particularly with the outlook to expand to all business partners along the supply chain. All production partners will be informed of revisions and sufficient time will be allocated to implement them.

#### **STANDARDS**

In March 2023, the American Apparel & Footwear Association and the Fair Labor Association relaunched an enhanced, proactive industry effort to address potential forced labor risks for migrant workers in the global supply chain. As a signatory to the Commitment<sup>5</sup>, Fast Retailing has revised our standards accordingly.

The following <u>minimum mandatory standards</u> are set for our production partners as a first step to implement responsible recruitment.

#### No workers pay for their job

Consistent with the ILO Definition on Recruitment Fees and Related Costs ("Recruitment Fees and Related Costs"), the production partner covers all fees and costs associated with recruitment, employment and return of foreign migrant workers, irrespective of whether labour recruiters are involved or a government hiring program is used. Foreign migrant workers are at no stage required to advance any Recruitment Fees and Related Costs that are otherwise to be paid by the production partner.

#### Workers receive a timely refund of fees and costs paid to obtain or maintain their job

When foreign migrant workers have paid Recruitment Fees and Related Costs, these are reimbursed fully, if possible before departure, but at a minimum within 30 days of the start of the worker's arrival and start of the employment with the employer.

# Workers retain control of their identity, travel or any other documents and have full freedom of movement

The production partner, labour recruiter or other third parties under no circumstances withhold migrant workers' original personal documents, including identification card, passport, visas, work permit, payment cards, bank books, travel or residency permits, school certificates, police clearances or other personal documents.

Foreign migrant workers must be able to access their personal documents directly and immediately without restrictions. The production partner does not hold personal documents on behalf of foreign migrant workers for the purpose of safekeeping, even with consent from the workers. Foreign migrant workers are not required to lodge deposits to gain access to their documents.

### All workers are informed, in a language they understand, of the basic terms of their employment before leaving their country of origin

The production partner ensures a full presentation and explanation on terms and conditions in a language the worker understands, prior to the selection of candidates and pre-departure to host country, including contents or items written in factory rules and regulations of recruitment and employment.

<sup>&</sup>lt;sup>5</sup> https://www.aafaglobal.org/AAFA/Solutions Pages/Commitment to Responsible Recruitment

#### **GUIDELINES FOR PRODUCTION PARTNERS**

These Guidelines have been developed following the recruitment and operational process, to support the production partners with **best practice** in establishing an effective management system to implement the above Standards.

#### **Management system**

#### Policies and procedures for human rights due diligence

- Develop a written commitment to respect foreign migrant workers' human and labour rights as articulated in the ILO Declaration on Fundamental Principles and Rights at Work throughout the entire labour migration process, including the prohibition of human trafficking or use any form of slave, forced, bonded, indentured, or prison labour, the prohibition of violence and harassment, the prohibition of Recruitment Fees and Related Costs paid by migrant workers.
- Include a description of the different processes and channels for workers to provide feedback on company practices and workplace issues in the policy. At least one mechanism should allow confidential reporting, and workers who report a grievance should be able to do so without fear of retaliation (penalty, dismissal or reprisal).
- Ensure that policies have been approved by a senior executive, and all labor recruiters should be required to comply with production partner's policies. The policies should be regularly communicated and easily accessible to labour recruiters and employees, including to migrant workers in a language they understand. The policy is regularly revised and updated as needed, supported by written procedures.
- Conduct internal risk assessment and retains documents and records relating to the
  ongoing due diligence process, including screening and selection of service providers,
  ongoing communication and management of third-party relationships with recruiters,
  migrant worker interviews and labour recruiter audits for a period of five years and make
  them available on request. Records must be accurate and transparent.
- Assign focal point(s)/team responsible for implementing and monitoring these policies and procedures.
- Train all relevant employees on the Standards and Guidelines.
- Secure and pay for all official permissions and authorizations to recruit and hire foreign migrant workers required by applicable laws from both, the country of origin and destination.

#### **Corrective Action Plan system**

- Set up procedures for developing corrective plans to address issues identified in audits, grievances, worker interviews, pre-departure and post-arrival orientation, which include a root cause analysis. The procedures should cover violations by the contracted labor recruiters as well, and the production partner should investigate whether labor recruiters effectively corrected unsatisfactory conditions, violations and complaints that have been raised by foreign migrant workers.
- Include a procedure to reimburse Recruitment Fees and Related Costs to foreign migrant workers. For reference, please go <a href="https://impacttlimited.com/principles-for-repayment-of-recruitment-fees/">https://impacttlimited.com/principles-for-repayment-of-recruitment-fees/</a> for more information.
- Establish clear timelines for improvements and persons accountable. Workers are involved (conversations with workers, worker committees, trade unions) in addressing issues

- identified.
- Terminate relationships with any third-party recruiters and agencies where necessary if
  they are unwilling to be audited or unwilling or unable to remedy a violation appropriately
  and within a reasonable timeframe.

#### Grievance mechanism

- Production partners ensure that foreign migrant workers have access to effective remedy throughout the entire labour migration process. When establishing or participating in operational-level grievance mechanisms, production partners should:
  - Establish a grievance mechanism that is inclusive to foreign migrant workers taking into account social, cultural and language differences.
  - O Define the types of complaints that fall under the scope of the mechanism as well as the available outcomes.
  - Provide training for own personnel to screen and handle complaints and grievances.
  - Inform foreign migrant workers about and have an open and direct access to a grievance mechanism at all stages of the labour migration process, including recruitment, deployment, employment and return.
    - Examples of internal grievance channels include direct communications with supervisors and human resources, telephone hotlines, SMS messaging, emails, online platforms and others.
    - Instructions on how to file a grievance are visible at the premises of the labour recruiter, at the workplace and the worker accommodation, when provided by the production partner.
    - Complaints should be lodged confidentially without fear of recrimination, reprisal or dismissal.
    - Notify foreign migrant workers about external grievance mechanisms available to them, such as contacting the consulate or embassy of their country of origin, industry trade association mechanisms, and mechanisms operated by civil society organisations.
    - Do not prevent foreign migrant workers from accessing alternative grievance mechanisms, such as state-led mechanisms. Do not engage in retaliatory practices.
  - Set up a process in place to address grievances with clear lines of accountability and timeframe. The procedure defines roles and responsibilities for soliciting, receiving, investigating, referring and resolving grievances.
  - O Grievances are investigated promptly in a non-discriminatory manner and effectively protect the identity of the foreign migrant worker who wish to remain anonymous, especially in relation to sensitive issues such as gender-based violence, sexual harassment, and women's reproductive health.
  - Report back transparently to foreign migrant workers the resolution of confidential grievances in written form and in a language they understand.
  - o Foreign migrant workers who disagree with how a grievance is resolved are given the opportunity to appeal the decision. Where disputes remain unresolved, use a legitimate, independent third-party mechanism, such as a labour court, or alternative dispute resolution mechanisms.
  - O Determine remedy together with the foreign migrant worker who raised the grievance, and those the worker wishes to inform/be accompanied by.
    - Remedy can take many forms, including apologies, guarantees of non-repetition, restitution, financial or non-financial compensations,

- rehabilitation, and punitive sanctions. Remedy is appropriate and proportionate to the gravity of the violation, and include repatriation, if desired by the worker.
- O Confirm with the foreign migrant worker when the remedy has been fully provided and if there have been any positive or negative outcomes. If negative outcomes are confirmed, take additional actions to address the remaining issues before the incident can be closed.
- O Keep records on the grievance report, the investigation report, the decision or resolution of the grievance, details about subsequent appeals and a record of grievance acknowledgement about the established outcome signed by the affected foreign migrant worker, in a centralized system in accordance with data privacy laws and policy.
- O Monitor and assess the performance of the mechanism on a regular basis. Conduct regular reviews to identify areas for improvement, and overall management systems to prevent future grievances and harms. This should include the feedback from foreign migrant workers, trade unions, civil society, business partners and other involved stakeholders. Integrate key lessons learnt when applicable.

#### Recruitment



1. Selection of labour recruiter



2. Service agreements with labour recruiters



3. Interview and selection of foreign migrant workers



4. Contract signing



5. Pre-departure



6. Arrival

Diagram 1: Standard recruitment process of foreign migrant workers

#### Selection of labour recruiter

- Carry out initial and ongoing due diligence on labour recruiters at every stage of the labour migration process.
- Perform a formal screening of labour recruiters to assess commitment and capacity to meet the requirements set forth in the production partner policy and the laws of the country of origin, transit and destination.
- Maintain a record of all involved labour recruiters and related business partners within its labour supply chain.
- Communicate its policy requirements and provide a formal on-boarding briefing to
  involved labour recruiter, including on provisions on not charging recruitment fees or
  related costs or withholding deposits from jobseekers, on due diligence and on postdeployment monitoring of wellbeing of recruited workers in the country of employment.
  The production partner also communicates its requirements with regard to regular audits
  it foresee to conduct on all contracted labour recruiters.
- Get visibility of the vacancy announcement used by the labour recruiter in the country of origin includes the terms and conditions of employment and a provision that workers will not be charged any Recruitment Fees and Related Costs.
- Conducts ongoing risk assessments to identify specific practices and gaps related to its own operations and relationships with involved labour recruiters at both countries of origin and destination that may cause or contribute to risks of forced labour.

#### Services agreements with labour recruiters

Sign a service agreement with all labour recruiters or supervising organizations at country
of origin and destination, which effectively details the commercial and operational
arrangements between them in accordance with the production partner policies to respect
workers' rights, applicable laws at the country of origin and destination.

The service agreement shall specify:

- Workers rights protection (prohibition of recruitment fees and related costs to workers, Non-discrimination in hiring, No passports and identity document retention, No Forced labor and human trafficking, Legal compliance to sending and receiving country laws, Compliance with production partner's and customer's policy on labour standards, pre-employment, Pre-departure and post-arrival orientation to workers on terms of employment)
- Recruitment fees and related costs are transparent and itemized and paid by the production partner in accordance with Guidance Note Recruitment Fees and Related Costs (Appendix1)
- The labour recruiter performs ongoing due diligence of any additional labour recruiters, sub-agents, and other partners, such as training centres and medical service providers in the recruitment process. A list of all actors involved and agreements that are in place is kept and made available to the production partner upon request.
- The labour recruiter has an effective, operational-level grievance channel available and communicated to migrant workers, in a language the migrant workers understand, for confidential reporting of violations, addressing them and providing remedy.
- The production partner and the labour recruiter monitor the well-being of employed migrant workers and establish a procedure in case of emergency.
- The production partner ensures that migrant workers at no stage are required to pay any form of deposit or bond as a guarantee of payment, or any illegitimate, unreasonable and undisclosed costs in line with Fast Retailing group anti-bribery policies. This includes any forms of bribes, tributes, extortion, kick-back payments, bonds, illicit cost recovery fees and collaterals required by any actor in the recruitment chain.
- The production partner has the right to carry out regular audits of the labour recruiter, including through specialized third-party service providers.
- Potential consequences, such as service agreement review or termination of services etc., in case of production partner's or labour recruiter's violation of the policy.
- Service fees by labour recruiters cannot be charged to migrant workers over the course of their employment and return.

#### Interview and selection of foreign migrant workers

- Do not include discriminatory criteria, such as age, gender, appearance, race, religion, disability, sexual orientation, pregnancy, marital status, nationality, political opinion, trade union affiliation, social or ethnic origin or other status. Candidates who do not possess a passport cannot be prevented from entering the application process.
- Prior to the selection of candidates, ensure a full presentation and explanation on terms and conditions, including contents or items written in factory rules and regulations of recruitment and employment, is given to all candidates in a language that they understand. Whenever possible, these pre-employment orientations should be conducted in person to ensure adequate control and oversight over the recruitment process in the country of origin.

- If the labour recruiter conducts the pre-employment orientation, the production partner
  provides the content relevant to the entire labour migration process, and adequately
  monitors the process.
- Inform candidates that they are not supposed to pay or advance any recruitment fees or related costs, including for the services of informal sub-agents or other service providers involved at any stage of the labour migration process.

#### **Contract signing**

- Employment contracts should clearly indicate all job terms and conditions, the prohibition
  of retention of personal identity documents, prohibition of recruitment fees and related
  costs, freedom of movement and right to voluntary termination in a language the foreign
  migrant workers understand.
- Foreign migrant workers should be directly employed by the production partner. All
  conditions of employment for foreign migrant workers are no less favorable than those
  afforded to local workers.
- The employment contract is legally enforceable in the country of employment.
- Ensure foreign migrant workers are given five (5) days to review the employment contract before informed consent is given to proceed with the recruitment process.
- Provide an opportunity for foreign migrant workers to seek clarification from a production
  partner about the terms and conditions of employment and they are free to leave the
  recruitment process at any point without penalty.
- Allow at least three (3) days to sign the contract prior to their departure to the destination country to minimize risks of unfree and deceptive recruitment practices.
- Contract substitution is prohibited. Production partner ensures that any amendments to the employment contract after arrival in the destination country are in line with local labour laws, clearly documented and freely consented by the foreign migrant workers.

#### Pre-departure

- Ensure that comprehensive pre-departure orientation (PDO) is provided to all foreign migrant workers prior to signing employment contracts. The orientation should provide participants with factual information about the country of destination, costs, benefits and risks associated with migration, information about the terms and conditions of employment, knowledge about the culture, and expected attitudes and behaviour in the country of destination. The aim is to assist foreign migrants to succeed in their new environment, raise their awareness about their rights, and ensure successful integration.
- Where foreign migrants fail medical examinations either at the country of origin or country
  of destination, the production partner or involved labour recruiter is obligated to pay for
  their return back home, as stipulated in a service agreement between production partner
  and recruiter, and the worker is reimbursed for any cost incurred during the recruitment
  process.

#### Arrival

#### Post-arrival Orientation (PAO)

- The production partner conducts comprehensive PAO for foreign migrant workers in a language they understand upon arrival at the destination country and before they commence their work. The PAO is to ensure that foreign migrant workers are aware about their rights and contains specific information for men and women.
- The PAO should:

- Explain all written workplace instructions and employee handbooks to foreign migrant workers and accessible in written form in a language they understand.
- Be delivered at the workplace, indicating physical locations of information notices, as well as how to find the production partner's policies, grievance mechanisms and phone numbers as support. If the production partner is in scope to implement Fast Retailing's Hotline, this should be explained as part of the PAO.
- Cover living conditions and an induction at the dormitories.

#### Verification interviews with migrant workers

- Conduct interviews with newly recruited foreign migrant workers within the first month of
  arrival, and three to six months after, to verify the recruitment process, including whether
  involved labour recruiters and other involved service providers carried out recruitment and
  deployment of migrant workers per the policy and service agreement.
- Information provided by foreign migrant workers does not lead to any negative consequences for the migrant workers and their families. Data protection principles in the interest of worker are respected.
- Put in place a formalised procedure to handle any violations caused by the involved labour recruiters, such as passport retention or charging of fees. Investigations should be conducted related to the allegations and complaints with key stakeholders, including HR personnel and management, legal management, workers, worker representatives, and involved labour recruiters to verify and substantiate alleged violations.

#### **Employment**

Refer to Fast Retailing Group Code of Conduct for Production Partners for the general implementation of decent employment and working conditions in the workplace. Specific recommendations on foreign migrant worker engagement, communication and everyday operations and monitoring are provided as follows:

#### Wage management

- Recruitment fees and related costs are not deducted from wages by way of garnishments, levies, deposits, guarantee monies or otherwise.
- Provide pay slip to foreign migrant workers indicating all details for them to understand how their salaries are calculated. This includes earned wages, wage calculations, hours worked, separate itemization for regular and overtime pay, bonuses, legally mandated deductions, and final total wage.

#### Accommodation

- Support foreign migrant workers in voluntarily finding their own accommodation through independent private agencies, public housing schemes or cooperatives. They should not be forced to stay in employer-provided accommodation unless it is required by law and except in the case of compelling security reasons.
- Ensure that foreign migrant workers' accommodation is safe, hygienic, decent and comfortable, and meets all legal requirements, including relating to fire safety.
- Provide gender-segregated accommodation and facilities for foreign migrant workers, and ensure that there is adequate personal space and privacy available (for instance, no security cameras at dormitories or sanitary facilities).
- Provide regular maintenance and on-site monitoring of accommodation that is provided by the employer and other third parties to ensure that the accommodation is clean, decently habitable and maintained in a good state of repair. The results of inspection should be recorded and be available for review.
- Seek ongoing feedback from foreign migrant workers about the quality of accommodation and how to improve living conditions. Promptly follow up on any difficulties or complaints reported, paying attention to any differences based on gender, age, disability or other characteristics.
- Take measures to prevent the spread of illness or disease at accommodations including
  provision of sufficient living space, adequate ventilation and sufficient cooking, waste
  disposal and water and sanitation facilities, segregated by gender where appropriate. This
  includes the provision of separate facilities for sick workers and adequate hygienic
  facilities.

#### Access to personal documents

- The production partner, labour recruiter or other third parties must under no
  circumstances withhold foreign migrant workers' original personal documents including
  identification card, passport, visas, work permit, payment cards, bank books, travel or
  residency permits, school certificates, police clearances or other personal documents for
  the purpose of safekeeping, even with consent for the workers. Foreign migrant workers
  are not required to lodge deposits to gain access to their documents.
- When production partner is required by law to produce a document such as residence permit, bank account, visa extensions and similar, workers receive written confirmation of timelines and use, and the documents are returned to the worker as soon as they are no

- longer required in the visa application process and as advised in the written receipt of obtainment.
- Obtain written consent from foreign migrant workers when taking their personal
  documents and provide migrant workers with a receipt. Keep a written log that clearly
  outlines the purpose and date when personal identity documents were taken and returned
  to foreign migrant workers.
- At employer-provided accommodation (such as dormitories), provide foreign migrant workers with an individual and secure place to store their personal documents and valuables to ensure immediate and direct access.
- Ensure that business partners (labour recruiters, accommodation providers, and others) follow the same practices.

#### Freedom of movement

- Explain and display the rules for entering and exiting the workplace and employer-provided accommodation in languages understood by foreign migrant workers.
- Ensure that foreign migrant workers can enter and exit their accommodation freely at any time of the day or night. Their freedom should not be limited by curfews, security guards or the locking of doors, even when done for their perceived safety.
- Ensure that workplace exits are unlocked, and that security guards and surveillance cameras do not restrict foreign migrant workers' movement. The only exception is for occupational health and safety reasons.
- Allow foreign migrant workers to choose their own means of transportation between their
  workplace and accommodation and within the community, except in the case of
  compelling security reasons. Where foreign migrant workers live or work in remote
  locations, provide free-of-cost and regular transportation to support commute to and from
  workplaces, including immediate support during emergencies.
- In remote locations, provide them with regular transportation and access to stores, markets and services that are not operated by the employer or any business partners.
- Ensure any products sold or services provided by employer-operated stores and services
  are provided at a reasonable price to avoid overcharging of workers as means to recoup
  wages. Products should be of good quality and based on the needs of workers (such as
  food preferences).
- Ensure foreign migrant workers are free to return to their country of origin during periods of annual or personal leave, or if they choose to terminate their employment early.

#### **Worker communication**

- Address existing language barriers with foreign migrant workers systematically. Ensure
  that all internal policies, trainings and briefings, grievance mechanisms, employment
  contracts and other relevant documents can be accessed in simple and clear languages
  that are understood by all migrant workers. It is recommended that the enterprise uses
  professional service providers for translation purposes.
- Respect foreign migrant workers' religious and cultural identities, and make appropriate facilities available for religious observance; enable access to places of worship and meals that conform with religious and cultural requirements.
- Understand the needs and challenges of foreign migrant workers, paying attention to the
  different needs and experiences of different gender groups (for instance through regular
  face-to-face interviews and employee satisfaction surveys) and promptly resolving the
  issues that have been identified.
- Maintain close communication about internal policies and external developments affecting

foreign migrant workers, including changes in applicable laws and regulations and public information announcements during situations of crisis.

#### Worker voice and representation

- Inform foreign migrant workers of their rights to join or form an association of their choice and right to collective bargaining as per applicable laws. Ensure that they are not punished, terminated, threatened, intimidated or harassed for joining a union or engaging in union activities.
- Where applicable laws restrict the right to freedom of association of foreign migrant
  workers, provide alternative ways to have a meaningful, collective dialogue them where
  they can express their concerns, in accordance with the law. Such alternatives could
  include the appointment of representatives who genuinely represent the foreign migrant
  workers and their interest. Seeking advice from local specialists on labour laws and
  industrial relations is recommended.

#### **Training and support services**

- Support the integration of foreign migrant workers in the workplace and local community, for instance through free language training, social exchanges between all employee groups, and the appointment of trained on-site coordinators who speak the language of both foreign migrant workers and the employer.
- Facilitate access of foreign migrant workers to training courses addressing specific identified needs, such as to improve their financial education through management of savings and remittances.
- Make use of available communication technologies and social media to enhance communication with migrant workers, solicit worker feedback and improve available grievance mechanisms.

#### Repatriation / Return / Onward migration

#### Freedom to change employer

- Respect the right of foreign migrant workers to seek employment and change employers at the destination country, or onward migration in accordance with applicable laws and regulations and without restrictions that go beyond the law.
- Ensure that employment contracts and relevant orientations (during recruitment and employment) include accurate information about the foreign migrant workers' rights to change employers at the destination country in accordance with applicable laws, for instance after the completion of the contract and/ or a given numbers of years.

#### Safe return to their country of origin or move to another country

- Pay all outstanding wages, benefits and any other amount that is still owing to foreign migrant workers, prior to their return to their country of origin.
- Facilitate the safe and orderly return travel of foreign migrant workers to their communities in the country of origin in coordination with the labour recruiter, including any government-required exit or re-entry requirements, and at no cost to them.

#### Preparation for reintegration in local communities and local labour markets

- Collaborate with civil society organisations, trade unions, and/or labour recruiters where applicable, to provide training (financial literary, skills development, labour market information, migration options, counselling services) to foreign migrant workers while they are still at the workplace to prepare them for their return and reintegration, or onward migration.
- Provide foreign migrant workers with documentation that recognizes the skills and competencies they have developed during their employment.
- Seek feedback from foreign migrant workers about their possible interest and availability to be re-hired in the future (subject to satisfactory performance).
- Coordinate with the relevant consular services of countries of origin to provide foreign migrant workers with information about return and gender-responsive reintegration support services.

#### APPENDIX 1: GUIDANCE NOTE RECRUITMENT FEES AND RELATED COSTS

#### Introduction

When job seekers and migrant workers pay recruitment fees and costs, this can lead to debt bondage, an indicator of forced labour. The prohibition of recruitment fees and related costs means that no worker should pay for a job – the costs of recruitment should be borne by the employer. This is one of the key principles of ethical recruitment and a critical intervention point for addressing forced labour risks. This Guidance Note on Recruitment Fees and Related Costs has been developed by the International Organization for Migration (IOM) under Corporate Responsibility in Eliminating Slavery and Trafficking initiative (IOM CREST) based on the International Labour Organization's (ILO's) Definition of Recruitment Fees and Related Costs.

This guidance note supports employers of migrant workers in:

- Understanding the International Labour Organisation's (ILO's) Definition of Recruitment Fees and Related Costs (hereinafter "ILO Definition"),
- Identifying a transparent and sustainable price for the services of recruitment service providers; and,
- Ensuring ongoing compliance with relevant international standards and code of conducts regarding the payment of recruitment fees and related costs.

Section A provides a summary of the ILO Definition. This includes the official categories of recruitment fees and related costs that must always be paid by the employer. It also covers illegitimate, unreasonable and undisclosed costs that can never be paid by or to any actor in the labour supply chain.

Section B sets out key considerations for implementing the employer pays principle in line with this Guidance Note Recruitment Fees and Related Costs.

This includes clarifications on due diligence processes and guidance on illegitimate, unreasonable and undisclosed costs.

Section C lists out recruitment fees and related costs that are typically incurred during the recruitment, employment and return of migrant workers. The table follows the labour migration process outlined in the CREST Migrant Worker Guidelines for Ethical Recruitment, Employment and Safe Return and incorporates the ILO Definition.

#### A. <u>Definition of recruitment fees and related costs</u>

Recruitment fees and related costs refer to any fees or costs incurred in the recruitment process in order for migrant workers to secure employment or placement regardless of the manner, timing or location of their imposition or collection.

The ILO <u>Definition</u> of recruitment fees and related costs was adopted by a Tripartite Expert Meeting in November 2018 and approved by ILO Governing Body in March 2019. It means that no recruitment fees or related costs should be collected from migrant workers by an employer, their subsidiaries, labour recruiters or other third parties providing related services.

Recruitment fees and related costs must be borne by employers when

- The recruitment process is initiated by an employer, labour recruiter or an agent acting on behalf of those parties
- Required to secure access to employment or placement or otherwise imposed during the recruitment process

Recruitment fees and related costs can be incurred throughout different stages of labour migration process, including employment and return. None of these costs should be collected from migrant workers directly or indirectly, such as through deductions from wages and benefits, in whole or in part.

#### Recruitment Fees

Covers recruitment, referral and placement services that can involve advertising, disseminating information, arranging interview, submitting documents for government clearances, confirming credentials, organising travel and placement into employment.

Medical	Insurance	Skills &	Training &	Equipment	Travel &	Administrative
Costs	Costs	Qualifications	Orientation	Costs	Lodging	Costs
<ul> <li>Medical examinations</li> <li>Tests</li> <li>Vaccinations</li> </ul>	<ul> <li>Mandatory government insurance</li> <li>Health and safety of workers</li> <li>Enrolment in Migrant Welfare Funds</li> </ul>	<ul> <li>Language proficiency tests</li> <li>Skills and qualifications tests</li> <li>Certification or licensing</li> </ul>	<ul> <li>Mandatory training</li> <li>Pre-departure and post-arrival training</li> <li>On-site training</li> </ul>	<ul><li>Tools</li><li>Uniforms</li><li>Safety gear</li></ul>	<ul> <li>Including for training, interviews, consular appointments</li> <li>Relocation</li> <li>Return or repatriation</li> </ul>	<ul> <li>Application         and service fees</li> <li>Employment         contracts,         passports, IDs,         visas,         background         checks, security         &amp; exit clearance,         banking         services, work &amp;         residence         permits</li> </ul>

According to the ILO Definition, extra-contractual, undisclosed, inflated or illicit costs are never legitimate. Anti-bribery and anti-corruption regulation should be complied with at all times and at any stage of the recruitment process. Examples of such illegitimate costs include: bribes, tributes, extortion or

kickback payments, bonds, illicit cost-recovery fees and collaterals required by any actor in the recruitment chain.

#### B. Considerations for implementing the employer pays principle

This guidance note applies a higher standard than most national legislations currently have in place. Whereas many national legislations currently allow a defined amount of recruitment fees and related costs to be paid by migrant workers, an increasing number of countries are in the process of revising their legal frameworks in accordance with the recognized international standards. In addition, a growing number of industries and international buyers require their business partner to follow recognized international standards.

The types and amount of recruitment fees and related costs vary depending on specific situations both in the migrant workers' countries of origin and destination, and the arrangements of the employer with labour recruiters. It is the employer's responsibility to investigate these fees and costs, and exercise due diligence with their recruitment service providers, including by:

- Setting forth the employers' policy on the prohibition to charge any recruitment fees or related costs to migrant workers. The company commitment should be integrated into company processes, clearly communicated to all employees, including migrant workers, and properly monitored.
- Ensuring service agreements with labour recruiters detail the commercial and operational arrangements in accordance with the employer policies and applicable laws. Service agreements should include detailed itemized list of all recruitment fees and related costs to ensure transparency and prevent extra-contractual charges to migrant workers. The service agreements should further clarify that the employer pays the service fees and costs related with recruitment of migrant workers directly to the recruiter.
- Making sure that none of the provisions set out herein should be used to discriminate migrant workers from accessing the employment opportunity. In many cases, the recruitment model leads to a commodification of labour and inefficient matching of labour supply and demand. Recruitment services offered by labour recruiters should solely focus on matching offers of and applications for employment, in accordance with migrant workers' skill sets, not their ability to pay for the job. There is a risk that some groups of migrant workers will be excluded from accessing employment opportunities when employers exercise increased due diligence on recruiters.
- Clarifying with labour recruiters that migrant workers not asked to advance any recruitment service fees and related costs that are otherwise to be paid by the employer, unless required, these are noted in their contract, a receipt or record of payment is provided, they reflect fair market value and conform to local legal requirements. Any fee or cost required as a condition of recruitment cannot be paid by migrant workers, as it

creates a situation where it is hard for migrant workers to freely consent to employment since they already paid fees and costs at the onset of the recruitment.

- Clarifying with labour recruiters that migrant workers are at no stage charged any illegitimate fees and costs by any actor, including sub-agents, in the recruitment chain. It is the employer's responsibility to verify the recruitment process through migrant worker feedback upon arrival, to investigate, remedy and reimburse any
  - Extra-contractual or undisclosed costs paid by the migrant worker. This can for instance include additional medical screenings, trainings, skill tests or passport procurement that took place before the recruitment process was initiated by the employer, expedite fees to accelerate documentation processes, or any last-minute payments asked from migrant workers before their departure.
  - o **Illicit costs** charged to migrant workers by labour recruiters or other recruitment intermediaries in violation of anti-corruption and anti-bribery legislation. This can include kickback payments, bribes or tributes.
  - Unreasonable and inflated costs charged to the migrant worker for goods or services such as lodging, meals, local travel, training or other services offered, found to be above fair market value.
  - Collateral obligations demanded of migrant workers to secure employment, complete a contract or return home by a specified date. This
    can include deeds, security deposits, properties, bonds, or other economic enticements.
  - Breach fees required to recover recruitment-related fees or costs in case of early termination or to prevent migrant workers from changing
    the employer. Any practice to deter or penalize migrant workers for exercising their rights for terminating the recruitment process or the
    employment relationship is coercive and considered evidence of forced labour. Migrant workers cannot be asked to repay any recruitment
    fees incurred by the employer for services provided by sub-agents or labour recruiters, including through deductions from salaries.
- Ensuring migrant workers have access to effective grievance mechanisms throughout the entire labour migration process that give access to remedy during recruitment, employment and return.

#### C. Recruitment Fees and related Costs Reference Table

Recruitment			
Vacancy Announcement			
Administrative Costs	Obtaining initial government permissions for hiring migrant workers	⊠Employer	□Worker
Administrative Costs	Job advertisements and postings/ job fairs/ community outreach	⊠Employer	□Worker

Administrative Costs	Costs for language interpreters or translators (e.g. for translation of employment contracts, vacancy notes, etc.)	⊠Employer	□Worker
Recruitment Fees			
Recruitment Fees	<ul> <li>Service fees of labour recruiters in countries of origin (also known as placement fees or service charge)</li> <li>Service fees and commissions of sub-agents in countries of origin (often incurred at the village level and prior to the availability of an official vacancy notice)</li> <li>Service fees of labour recruiters in countries of destination in relation to recruitment</li> </ul>	⊠Employer	□Worker

#### **Additional clarifications**

The definition of recruitment fees not only extends to private employment agencies, but also includes public employment services that offer job matching and placement through government-to-government recruitment schemes and bilateral labour migration agreements.

Employer and recruiter identify a transparent and fair price which allows the labour recruiter to carry out ethical recruitment in a sustainable manner. All recruitment fees and related costs are itemized in service agreements and paid directly to the labour recruiter. Migrant workers are not required to advance any recruitment fees and related costs that are otherwise to be borne by the employer. In certain situations some cost items can reasonably be covered by the migrant worker, more explanation are included below.

Pre-Employment Orienta	tions (PEO)		
Training and Orientation	Costs of information briefings to workers (including logistics, material costs and language interpreters or translators)	⊠Employer	□Worker
Travel and Lodging	Local transportation, lodging and subsistence costs from the worker's home directly to the nearest recruitment centre for the initial briefing and interview.	□Employer	⊠Worker

#### **Additional clarifications**

The migrant worker can pay for local transportation, lodging and subsistence costs for the PEO if the costs are reasonable. If a migrant worker is invited for PEO, the costs should be borne by employer. This extends to PEO conducted done by associated sub-agents. The employer should work with the labour recruiter to understand how recruiters carry out their shortlisting to avoid 'jobseeker pre-pooling' malpractices for extended periods of time in recruiter provided training centres and accommodations.

#### **Selection of Applicants**

Skills and Qualifications	Costs for interviews and skills tests to:  • Verify migrant workers' language proficiency  • level of skills and qualifications  • location-specific credentialing or licensure	⊠Employer	□Worker
Administrative Costs	Costs to meet minimum job requirements, such as school enrolment certificates and diplomas	□Employer	⊠Worker
Administrative Costs	Basic items to prepare for the interview such as CV preparation, photos, copies of existing documents and certificates, and incidentals	□Employer	⊠Worker
Administrative Costs	Official translations of certificates required by the employers or country of destination authorities to meet overseas job market's requirements	⊠Employer	□Worker

#### **Additional clarifications**

Any additional certifications beyond those required for job eligibility and to meet basic job requirements cannot be charged to the migrant worker. Official translations of certificates (e.g. marriage-, birth-, and occupational health certificates, diplomas etc.) required for gaining access to overseas job market is an employer cost. The labour recruiter is responsible for assisting migrant workers with the translations. Passports are not considered a basic item to be covered by the migrant worker.

	Travel costs for the initial job interview initiated by the employer, labour recruiter, or	⊠Employer	□Worker
	agents acting on behalf of those parties, if required. This includes:		
Travel and Lodging	<ul> <li>Local transportation from the migrant worker's home to recruitment centre and back,</li> </ul>		
	<ul> <li>Costs for local transportation back home if the migrant worker chooses to drop out of</li> </ul>		
	the recruitment process in the country of origin		

#### **Additional clarifications**

The migrant worker does not have to be reimbursed for travel to an initial visit or interview if:

- The interview is conducted on migrant worker's own initiative and without prior invitation/notification by a recruiter or third party acting on behalf of recruiter;
- The interview takes place within a city limits using public transportation that corresponds to an average city commute. i.e. city bus ticket fare or any other means of public transport which the migrant worker uses on a daily basis

Any subsequent travel required is covered by the employer. Where migrant workers have already been through a selection process by the labour recruiter, the employer covers the travel costs. If the travel to an interview, whether initial or not, is upon an invitation from the recruiter, the costs are borne by the employer/recruiter and not by the migrant worker. Employers can arrange PEO and selection interviews on the same day to lessen the travel burden on migrant workers, contingent upon a sufficient period of time was given to migrant workers to ask clarifying questions on recruitment and employment

terms of conditions during an	d after the PEO.		
Pre-Departure Orientation	on (PDO)		
Training and Orientation	Costs of PDO courses (including logistics, material costs and language interpreters or translators)	⊠Employer	□Worker
Travel and Lodging	Transportation, lodging and subsistence costs	⊠Employer	□Worker
Medical Examinations, V	isa, Travel and Work Permits		
Medical Costs	Costs for medical examination, test and vaccinations at the country of origin that are required prior to the migrant workers departure.	⊠Employer	□Worker
nor to repay these costs, irres	ed prior to departure should be directly paid by the labour recruiter. Migrant workers are neith spective of the outcome of the exam. Where migrant workers fail pre-departure medical exam ring the recruitment process. Their return to their hometown is covered by the employer and/	s, they are shoul	d not be asked
Insurance Cost	<ul> <li>Mandatory government insurance (mandated by the government of origin or destination country to subscribe to various contributory schemes)</li> <li>Health and safety of migrant workers</li> <li>Enrolment in Migrant Welfare Funds</li> </ul>	⊠Employer	□Worker
Administrative Costs	Passport and identity documents needed for the purpose of obtaining employment, including photographs and any other documentation required for obtaining passports and other IDs.	⊠Employer	□Worker
Additional clarifications			
	ssports are paid by the employer when migrant workers do not possess a valid passport at the		
	e the labour recruiters in the countries of origin sufficient time to carry out an orderly recruitm	•	
1	xtra-contractual and pre-recruitment costs such as for "express passports" charged to the mig		
	that migrant workers who do not possess a valid passport can participate in the application an	d selection proc	ess.
Administrative Costs	Visas and entry permits, including any costs associated with obtaining a visa or entry permit such as appointment and expedite fees	⊠Employer	□Worker

Administrative Costs	Background, reference and police/security checks, including issuance of certificates of	⊠Employer	□Worker
	good conduct, also referred to character or behavioural certificate, if required by the		
	country of destination. It is issued by the origin country's government and security		
	agencies, and in some cases certified by the country of destinations' embassy in the origin		
	country.	<u></u>	<u> </u>
Administrative Costs	Final government approval ("stamping") of required documentation to issue exit visa of	⊠Employer	□Worker
CLUIL O O ALICIA LI A	recruited migrant workers	<u> </u>	<u> </u>
Skills & Qualifications	Certification or licensing:	⊠Employer	□Worker
	Birth certificate  Another partifications (of advertise to accomplish of accomplished with the control of advertise to accomplished with the control of advertise to accomplish of accomplished with the control of advertise to accomplish of accomplished with the control of accomplished with th		
	<ul> <li>Any other certifications (of education transcripts of records and diploma, license etc.)</li> </ul>		
Equipment Costs	Any equipment costs charged by the labour recruiter such as uniforms, safety gear, and		□Worker
	other equipment needed to travel to the destination country or to perform assigned work		
	safely and effectively.		
Administrative Costs	Any legally imposed deposits and/or bonds	⊠Employer	□Worker
Additional clarifications			
Where applicable national lav	v allows migrant workers to pay a deposit, the employer waives this obligation or covers the co	osts of this depo	sit in lieu of
migrant worker. It is the empl	loyer's and labour recruiter's responsibility to ensure that no such deposits are borne to the m	nigrant worker.	
Require labour recruiters from	n charging last minute fees or costs to migrant workers prior to their departure. Establish a cle	ear payment prof	tocol with all
labour recruiters for exception	nal administrative advance payments migrant workers. Labour recruiters must provide receipt	to migrant wor	kers. Put in
place a procedure for the rein	nbursement to migrant workers within 30 days upon their arrival at the destination country.		
Deployment travel and	Travel costs from the worker's home in the country of origin to the workplace or provided	⊠Employer	□Worker
lodging costs	accommodation in country of destination. This includes:		
	Domestic transportation to the port of departure		
	<ul> <li>Travel from country of origin to country of destination port of entry, including airfare</li> </ul>		
	or any other mode of -international transportation		
	Domestic transportation to workplace and accommodation in country of destination		
	<ul> <li>Any fees and travel taxes, i.e. border-crossing fees, terminal fees</li> </ul>		
	<ul> <li>Any costs associated with travel arrangements and service of travel agents</li> </ul>		
	<ul> <li>Lodging and subsistence throughout the entire deployment</li> </ul>		
Post-Arrival orientation (	PAO		

Medical Costs	Post-arrival medical examinations at the country of destination	⊠Employer	□Worker
Administrative Costs	Temporary work or employment related-residence permits required for residing and	⊠Employer	□Worker
	working in the destination country		
Additional clarifications			
If a migrant worker initiates th	e application, presenting themselves to the company at the place of employment, they can be company at the place of employment, they can be company at the place of employment.	over passport, vis	sa, residency
certificate, domestic transport	ation and should not expect to be reimbursed as the employer did not seek them out in their	country, province	e, state or
	e permit-related costs which are not employment related do not have to be paid by an employ		-
worker with an existing work p	permit individually decided to apply for residence permit with the intention of permanent mig	ration to the cou	ntry of
•	ension to family members from countries of origin, those costs are not an employer responsible	ility. This include	s any
requirements completed pre-	•		T
Administrative costs	Documentation / permits, including consular appointments, transportation and expedite	⊠Employer	□Worker
	fees		
Administrative costs	Government levy, deductions or deposits/bonds required by destination country law	⊠Employer	□Worker
Training and Orientation	Pre-Departure Orientation , including material costs and language interpreters or	⊠Employer	□Worker
	translators		
Travel and lodging	Lodging, transportation, and subsistence if training location is outside the work	⊠Employer	□Worker
	location/dormitories		
Training and Orientation	New-hire training or job-skills training at the workplace, including materials and language	⊠Employer	□Worker
	interpreters or translators		
Employment			
Medical Costs	Annual medical examinations if required by the employer or law	⊠Employer	□Worker
Administrative Costs	Annual work/residence permits / renewals	⊠Employer	□Worker
Administrative Costs	Replacement of any stolen documentation.	⊠Employer	□Worker
		. ,	
	This also includes photo(s), providing/photocopying any documents, etc. if happened		
	under responsibility of an employer and not explicitly at the migrant workers' fault, e.g. in		
	cases where employers did not provide individual, safe, secure, lockable storage for		
	original personal documents.		
Administrative Costs	Renewal of passports needed for the purposes of retaining employment	⊠Employer	□Worker
Administrative Costs	Passport replacement cost due to employee loss or fault	□Employer	⊠Worker

en at the employer's premises, it should be paid for by the employer. This cost also inclus, etc. Outside of the employer's premises, it is the workers' responsibility to cover any recosts associated with paying the migrant worker's salary (e.g. bank fees).  surring/ monthly or singular service fees for involved labour recruiters (e.g. for onsite rant worker HR services)  commodation  smigrant workers stay in employer or third party-provided accommodations, the migrant salaries. Migrant workers can pay for employer-provided accommodation that is truly op In this case, inform migrant workers that they are free to choose their own accommodates for transport to and from the workplace including for a transport service (e.g. shuttle vice) provided by the employer or labour recruiter	Teplacement cos  ■Employer  ■Employer  □Employer  t workers must a pational at fair ma	□Worker □Worker  ☑Worker
s, etc. Outside of the employer's premises, it is the workers' responsibility to cover any recosts associated with paying the migrant worker's salary (e.g. bank fees).  urring/ monthly or singular service fees for involved labour recruiters (e.g. for onsite rant worker HR services)  ommodation  migrant workers stay in employer or third party-provided accommodations, the migrant salaries. Migrant workers can pay for employer-provided accommodation that is truly op In this case, inform migrant workers that they are free to choose their own accommodats for transport to and from the workplace including for a transport service (e.g. shuttle	Employer  □ Employer  □ t workers must obtional at fair manual attion.	□Worker □Worker  ■Worker  not be asked to arket value and
costs associated with paying the migrant worker's salary (e.g. bank fees).  urring/ monthly or singular service fees for involved labour recruiters (e.g. for onsite rant worker HR services)  ommodation  migrant workers stay in employer or third party-provided accommodations, the migran salaries. Migrant workers can pay for employer-provided accommodation that is truly op In this case, inform migrant workers that they are free to choose their own accommodats for transport to and from the workplace including for a transport service (e.g. shuttle	☑Employer ☑Employer □Employer  It workers must a pation.	□Worker □Worker  ■Worker  not be asked to arket value and
urring/ monthly or singular service fees for involved labour recruiters (e.g. for onsite rant worker HR services) commodation  migrant workers stay in employer or third party-provided accommodations, the migrant salaries. Migrant workers can pay for employer-provided accommodation that is truly op In this case, inform migrant workers that they are free to choose their own accommodats for transport to and from the workplace including for a transport service (e.g. shuttle	☑Employer  □Employer  It workers must a ptional at fair maintion.	□Worker  ⊠Worker  not be asked to arket value and
rant worker HR services) commodation  I migrant workers stay in employer or third party-provided accommodations, the migrant salaries. Migrant workers can pay for employer-provided accommodation that is truly op In this case, inform migrant workers that they are free to choose their own accommodats for transport to and from the workplace including for a transport service (e.g. shuttle	□Employer  It workers must obtional at fair manation.	Morker  not be asked to arket value and
migrant workers stay in employer or third party-provided accommodations, the migrant salaries. Migrant workers can pay for employer-provided accommodation that is truly op In this case, inform migrant workers that they are free to choose their own accommodats for transport to and from the workplace including for a transport service (e.g. shuttle	t workers must obtional at fair ma	not be asked to arket value and
salaries. Migrant workers can pay for employer-provided accommodation that is truly op In this case, inform migrant workers that they are free to choose their own accommoda ts for transport to and from the workplace including for a transport service (e.g. shuttle	otional at fair ma	arket value and
salaries. Migrant workers can pay for employer-provided accommodation that is truly op In this case, inform migrant workers that they are free to choose their own accommoda ts for transport to and from the workplace including for a transport service (e.g. shuttle	otional at fair ma	arket value and
, , , , , , , , , , , , , , , , , , , ,	□Employer	⊠Worker
e workplace which is a mandatory requirement of the job, or the only reasonable mode of	of transportation	n to arrive at the
he migrant worker, including through differential salaries. Migrant workers can only pay	for transport co	osts if the
of migrant worker's own choosing, charged at fair market value and meets all legal stand	dards.	
ocation if migrant workers are asked to move after employment has begun	⊠Employer	□Worker
ls, uniforms, safety gear, and other equipment needed to perform assigned work safely effectively. This extends to any equipment that is handed to migrant workers prior to r departure.	⊠Employer	□Worker
<ul> <li>vel costs from the migrant worker's workplace or provided accommodation in country estination to migrant worker's home in the country of origin. This includes:         <ul> <li>Domestic transportation from workplace/accommodation to embarkation point in country of destination</li> </ul> </li> <li>Travel from country of destination to country of origin port of entry, including airfare or any other mode of international transportation</li> <li>Domestic transportation to migrant workers' home in country of origin</li> <li>Any fees and travel taxes, i.e. horder-crossing fees, terminal fees</li> </ul>	⊠Employer	□Worker
	he migrant worker, including through differential salaries. Migrant workers can only pay of migrant worker's own choosing, charged at fair market value and meets all legal standard or migrant workers are asked to move after employment has begun ls, uniforms, safety gear, and other equipment needed to perform assigned work safely effectively. This extends to any equipment that is handed to migrant workers prior to r departure.  Yel costs from the migrant worker's workplace or provided accommodation in country estination to migrant worker's home in the country of origin. This includes:  Domestic transportation from workplace/accommodation to embarkation point in country of destination  Travel from country of destination to country of origin port of entry, including airfare or any other mode of international transportation  Domestic transportation to migrant workers' home in country of origin	he migrant worker, including through differential salaries. Migrant workers can only pay for transport coof migrant worker's own choosing, charged at fair market value and meets all legal standards.  cocation if migrant workers are asked to move after employment has begun  Is, uniforms, safety gear, and other equipment needed to perform assigned work safely effectively. This extends to any equipment that is handed to migrant workers prior to r departure.  Wel costs from the migrant worker's workplace or provided accommodation in country estination to migrant worker's home in the country of origin. This includes:  Domestic transportation from workplace/accommodation to embarkation point in country of destination  Travel from country of destination to country of origin port of entry, including airfare or any other mode of international transportation

•	Any costs associated with travel arrangements e.g. travel agents' fees	
•	Lodging and subsistence throughout the entire return travel	

#### **Additional clarifications**

The only exceptions where the employer does not cover these costs are, if:

- The migrant worker has not provided full reasonable notice period as stipulated in the employment contract and compliant with labour/employment laws
- The migrant worker finds alternative legal employment in the destination country, if legally possible
- If the migrant worker is summarily dismissed for gross misconduct, illegality or otherwise involuntarily terminated for cause in accordance with employer's disciplinary procedures, before the contract end date, unless the law provides that even in these cases the employer is responsible for the return costs

In situations where the applicable law requires that pregnant migrant workers return to their country of origin to give birth, provide and pay for transportation to the country of origin and such protections to pregnant migrant workers provided for by country of destination laws and regulations.

Cover return costs if a migrant worker must temporarily travel home due to unforeseen circumstances such as family emergency or critical illness. As a good practice, and if possible and welcomed by the migrant worker, the employer should forfeit the required notice period and arrange for migrant workers to return to the same position or an equivalent position paid at the same rate.

Administrative Costs	Compensation package in case of need to terminate a migrant worker's contract early due to downsizing, facility closure, or other related events.	⊠Employer	□Worker
Administrative Costs	Any costs associated with extending the work visa or paying any agent fees in case of contract extension.	⊠Employer	□Worker

#### **Additional clarifications**

This also applies where a migrant worker is already legally employed in a destination country and is moving from another employer to take up work for the employer.