

## The IRIS Standard

### Preamble

*The International Recruitment Integrity System (IRIS) is a voluntary multi-stakeholder certification process for labour recruiters.*

*This document contains the IRIS Standard which consists of Principles, Criteria, Indicators and Guidance Notes, and is a key document in the IRIS Standard System. The IRIS Standard is used to verify labour recruiters' compliance with the ethical recruitment principles.*

*The IRIS Standard has been developed through multi-stakeholder consultations and is derived from a number of sources, in particular the international human rights instruments, the UN Guiding Principles on Business and Human Rights, international labour standards and related ILO instruments, the ILO's General principles and operational guidelines for fair recruitment, as well as best practice from government regulators and the recruitment industry. The IRIS Standard will be reviewed and updated periodically.*

#### **General Principle A: Respect for Laws, and Fundamental Principles and Rights at Work**

The labour recruiters must comply with all applicable legislation, regulations, multilateral and bilateral agreements on labour migration, and policies related to the recruitment of migrant workers in the jurisdictions of origin, transit and destination countries, including those pertaining to the immigration or emigration of migrant workers. This principle explicitly prohibits the use of trafficking in persons, forced labour, and child labour, and includes respect for the right of freedom of association and collective bargaining and respect for equality of treatment and non-discrimination, as recognized in the [ILO Declaration on Fundamental Principles and Rights at Work](#).

#### **CRITERION A.1: The labour recruiter is compliant with all applicable laws relating to the recruitment of migrant workers in their countries of operation.**

##### Indicators:

A.1.1 The labour recruiter possesses a valid licence or authorization to perform recruitment services in all countries of its operation and is in good standing in such jurisdictions.

A.1.2 The labour recruiter has policies and procedures that respect all applicable laws and regulations.

A.1.3 There are no outstanding lawsuits or legal proceedings related to unethical recruitment practices against the labour recruiter.

##### *Guidance Note:*

- *Countries of operation refer to any country where a recruitment activity is taking place and can include countries of origin, transit and destination.*

**CRITERION A.2: The labour recruiter is compliant with international standards on prohibition of forced labour.**

Indicators:

A.2.1 The labour recruiter's policies and procedures are aligned with international standards on prohibition of forced labour and demonstrate recruiter's commitment to eliminate forced labour and trafficking in persons in its operations and/or in services or operations of its business partners and sub-agents to which they are directly linked.

A.2.2 The labour recruiter, at all stages of the recruitment process, does not expose migrant workers to forced labour.

*Guidance Note:*

- Following the [ILO Indicators of Forced Labour](#), labour recruiters must avoid any and all of the indicators of forced labour. This includes but is not limited to:
  - Abuse of vulnerability
  - Deception
  - Restriction of movement
  - Isolation
  - Physical and sexual violence
  - Intimidation and threats
  - Retention of identity documents
  - Withholding of wages
  - Debt bondage
  - Abusive working and living conditions
  - Excessive overtime
- The [ILO Forced Labour Convention, 1930 \(No.29\)](#) states: "The term forced or compulsory labour shall mean all work or service which is exacted from any person under the menace of any penalty and for which the said person has not offered himself voluntarily". This definition was reaffirmed by the ILO Protocol to the Forced Labour Convention, 2014 (P.29).

**CRITERION A.3: The labour recruiter does not recruit migrant workers under the age of 18.**

Indicators:

A.3.1 The labour recruiter has policies and procedures that reflect its commitment not to recruit migrant workers who are under the age of 18.

A.3.2 The labour recruiter has a procedure in place to verify each migrant workers' age as a part of the recruitment process.

A.3.3 The labour recruiter has a remedial procedure in place, in cases where it was revealed that a migrant worker under the age of 18 was recruited.

*Guidance Note:*

- Recognizing that work carried out by persons under the age of 18 is not necessarily illegal in certain countries, in the context of cross-border recruitment it is recommended that labour recruiters should not engage in the movement of workers under the age of 18 across

*international borders due to the complexity of immigration and labour legislation between jurisdictions.*

- *In cases where either or both countries of origin and/or destination establish a minimum age older than 18, labour recruiter should comply with these provisions.*
- *In cases where forgery of identification documents is suspected, the labour recruiter should establish alternative procedures for age verification. These could include:*
  - *cross-checking of written documents and affidavits to discover false documentation;*
  - *conducting additional interviews with the applicant who appears to be below the age of 18;*
  - *obtain birth or school enrolment certificates or any other supporting documents.*
- *Remedial procedure, in collaboration with the competent authorities, could include the provision of education or training opportunities.*

#### **CRITERION A.4: The labour recruiter does not restrict migrant workers' freedom of association.**

Indicators:

A.4.1 In the recruitment process, the labour recruiter does not discriminate against jobseekers based on their support for or membership of a trade union.

A.4.2 Service agreements between the labour recruiter and job seekers do not prohibit or discourage from joining or forming trade unions and bargain collectively.

A.4.3 The labour recruiter does not retaliate against migrant workers based upon their support or participation in any trade union or collective bargaining process.

*Guidance Note:*

- *Migrant workers should not be subject to any discrimination or dismissal because they support or are seeking to join or form a trade union. The labour recruiter should not use the legal status of migrant workers to prevent or discourage, in any way, their collective bargaining and trade union activities.*

#### **CRITERION A.5: The labour recruiter does not recruit migrant workers for the purpose of replacing workers who are on strike.**

Indicators:

A.5.1 The labour recruiter has a procedure in place to ensure that the worker's workplace in destination country is not in a labour dispute at the time of the recruitment of migrant workers and does not intentionally recruit to replace workers on strike.

#### **CRITERION A.6: The labour recruiter ensures that migrant workers are treated equally throughout the recruitment process and are not discriminated on the basis of race, ethnicity, sex, gender and gender identity, national or social origin, nationality, caste, age, political affiliation, religion, sexual orientation, union membership, physical ability, health, pregnancy, marital or family status or any other status, in accordance with applicable law.**

Indicators:

A.6.1 The labour recruiter has a clearly implemented policy in place to assure equality of treatment and non-discrimination.

A.6.2 The labour recruiter's staff is trained and aware of equality of treatment and non-discrimination principles.

**General Principle B: Respect for Ethical and Professional Conduct**

In order to meet the responsibility to respect laws and comply with the IRIS Principles, the labour recruiters will have in place policies and processes, including due diligence, to ensure that their recruitment activities are consistent with the IRIS Principles and conducted in a manner that treats migrant workers with dignity and respect, free from harassment, or any form of coercion or degrading or inhuman treatment.

**CRITERION B.1: The labour recruiter's policies, procedures and practice comply with the IRIS Principles.**

Indicators:

B.1.1 The labour recruiter's policies and practice are consistent with the IRIS Principles and treat all migrant workers with dignity and respect.

B.1.2 The staff of the labour recruiter is aware of the recruitment company's policies and procedures, and complies with them in daily practice.

**CRITERION B.2: The labour recruiter performs ongoing due diligence on employers and end-user employers to ensure their continued and uninterrupted compliance with applicable laws and labour standards.**

Indicators:

B.2.1 The labour recruiter has a service agreement with the employer and the end-user employer when applicable, which effectively details the commercial and operational arrangements between them, including provisions on charging no recruitment fees or related costs or withholding deposits from jobseekers, on due diligence and on post-deployment monitoring of wellbeing of recruited workers in the destination country.

B.2.2 The labour recruiter recruits for employers and end-user employers that comply with all applicable laws and have licences and/or certifications to operate as businesses.

B.2.3 The labour recruiter only recruits for employers and end-user employers which have no, past or current, legal or other proceedings relevant to labour and/or human rights abuses concerning them.

B.2.4 The labour recruiter verifies, through publicly available sources that the employer is not in violation of employment standards or in bankruptcy protection, and checks media and other available sources for any issues requiring particular attention that might be indicators of labour violations and/or human rights abuses.

B.2.5 The labour recruiter does not place migrant workers with employers/end-user employers where there is likelihood their human rights or labour standards may be violated.

B.2.6 The labour recruiter verifies that the migrant workers' employment contracts respect all applicable laws.

B.2.7 The labour recruiter verifies that conditions provided in the service agreements and in the employment contract are in fact respected by the employer and end-user employer and applied in practice.

B.2.8 The labour recruiter maintains open avenues for communication with migrant workers for their feedback about employment conditions, without a fear of reprisal, and has a mechanism to act or respond to workers' feedback.

*Guidance Note:*

- *The labour recruiter should also take necessary steps to verify whether the employer or end-user employer has proof of membership in an employers' organization, trade association, chamber of commerce or other professional association.*
- *The labour recruiter should undertake due diligence to vet its employer and end-user employer clients. In cases where there are reports of violations of applicable laws or the terms and conditions in service agreement or in the employment contract, follow-up actions should be taken with the employer to attempt to remedy the situation, where appropriate.*
- *The labour recruiter should cease business relations with employers and end-user employers who violate applicable laws or the IRIS Principles.*
- *The labour recruiter should ensure that employment contracts do not infringe upon migrant workers' rights.*

**GOOD PRACTICE**

- ✓ The labour recruiter, whenever possible, prior to contract signing and during the contract duration, verifies the employer through on-site visits.

**CRITERION B.3: The labour recruiter performs ongoing due diligence on recruitment business partners and subcontractors to ensure their continued and uninterrupted compliance with applicable laws and the IRIS Principles.**

Indicators:

B.3.1 The labour recruiter has a service agreement with recruitment business partners which effectively details the commercial and operational arrangements between them, including provisions on charging no recruitment fees or related costs or withholding deposits from jobseekers, requiring disclosure of any subcontractors and prohibition of subcontracting without disclosure to the labour recruiter.

B.3.2 The labour recruiter has a mechanism in place to verify if the service agreement provisions are adhered to and to remedy in case they are not.

B.3.3 The labour recruiter examines recruitment business partners and subcontractors policies and procedures vis-à-vis compliance with applicable laws and the IRIS Principles.

B.3.4 The labour recruiter works only with recruitment business partners and subcontractors at all levels that comply with applicable laws and operate consistent with the IRIS Principles.

B.3.5 The labour recruiter maintains and regularly updates a roster of recruitment business partners and subcontractors and is able to identify and supply details of all recruitment business partners and subcontractors.

B.3.6 The labour recruiter verifies, through publicly available sources that the business partners and subcontractors are not in violation of recruitment and employment standards or in bankruptcy protection, and checks media and other available sources for any issues requiring particular attention that might be indicators of human rights abuses.

B.3.7 The labour recruiter, whenever possible, arranges on-site visits and consultations with business partners and subcontractors.

B.3. 8 The labour recruiter puts in place a feedback mechanism for migrant workers about practices of subcontractors and business partners.

*Guidance Note:*

- *The labour recruiter should cease business relations with business partners/subcontractors who consistently or repeatedly violate applicable laws or IRIS Principles.*
- *The roster of recruitment business partners does not have to be public but should be available to IRIS auditors.*

**Principle 1: Prohibition of Recruitment Fees and Related Costs to Migrant Workers**

The labour recruiters must not charge directly or indirectly, in whole or in part, any fees or related costs to migrant workers, for the services related to recruitment for temporary or permanent job placement or employment.

**CRITERION 1.1: The labour recruiter has a policy commitment prohibiting the charging of recruitment fees and related costs to migrant workers, irrespective of where or how they are recruited.**

Indicators:

- 1.1.1 The staff of the labour recruiter is trained and aware of the recruiter's commitment to prohibition of the charging of fees or related costs.
- 1.1.2 The labour recruiter's website, general advertisement materials and any other public information channels used by the labour recruiter, especially those channels targeting job seekers, clearly indicate that no fees or related costs to job seekers are charged.
- 1.1.3 The policy is set forth in an enforceable manner in all service agreements between the labour recruiter and its recruitment business partners, including agents, subagents or subcontractors.
- 1.1.4 Contracts with recruitment business partners contain penalties in case of a subcontractor's violation of the policy.

**CRITERION 1.2: Recruitment fees and related costs are not borne by the migrant workers.**

Indicators:

- 1.2.1 The labour recruiter demonstrates that the employer has paid all recruitment fees and related costs.
- 1.2.2 Migrant workers confirm that they have not been charged fees or related costs in their recruitment process.
- 1.2.3 Any expenses payable by the migrant workers that are not included in the definition of recruitment fees or related costs provided in the IRIS Standard conform to local legal requirements, reflect fair market value and are itemized.

**CRITERION 1.3: The labour recruiter informs jobseekers during the recruitment process that they do not bear any costs of recruitment.**

Indicators:

- 1.3.1 Job advertisements for migrant workers clearly stipulate that recruitment fees and related costs will not be charged to the jobseekers.

1.3.2 Contracts, offer letters or any other type of communication with the migrant workers clearly state that recruitment fees and related costs will not be charged to them.

1.3.3 Any applicable expenses outside the definition provided in the guidance note section below, payable by the migrant workers are clearly specified and properly explained to them.

*Guidance Note:*

- *These provisions apply equally to job seekers and job applicants.*
- *Applicable expenses payable by the migrant workers need to be explicitly explained to a migrant worker when the job offer is presented and during the pre-departure orientation session.*
- *Definition of recruitment fees or related costs included in the International Labour Organization [General principles and operational guidelines for fair recruitment](#) stipulates: "the terms recruitment fees or related costs refer to any fees or costs incurred in the recruitment process in order for workers to secure employment or placement, regardless of the manner, timing or location of their imposition or collection".*
- *Following the ILO Tripartite Meeting of Experts on fair recruitment which took place on September 2016, the ILO will develop further the understanding of recruitment fees and related costs to define the scope of recruitment fees and related costs.*
- *Definition of fees and related costs that cannot be charged to the migrant workers, as guided by the draft (US) [Federal Acquisition Regulation: Combating Trafficking in Persons: Definition of Recruitment Fees](#) (date posted: 11 May 2016):*
  - "1) Recruitment fees include, but are not limited to, fees, charges, costs, assessments, or other financial obligations assessed against employees or potential employees, associated with the recruiting process, regardless of the manner of their imposition or collection—*
    - i) For soliciting, identifying, considering, interviewing, referring, retaining, transferring, selecting, testing, training, providing new-hire orientation, recommending, or placing employees or potential employees;*
    - ii) For covering the cost, in whole or in part, of advertising;*
    - iii) For any activity related to obtaining permanent or temporary labor certification;*
    - iv) For processing petitions;*
    - v) For visas and any fee that facilitates an employee obtaining a visa such as appointment and application fees;*
    - vi) For government-mandated costs such as border crossing fees;*
    - vii) For procuring photographs and identity documentation, including any nongovernmental passport fees;*
    - viii) Charged as a condition of access to the job opportunity, including procuring medical examinations and immunizations and obtaining background, reference and security clearance checks and examinations; additional certifications;*
    - ix) For an employer's recruiters, agents or attorneys, or other notary or legal fees; and*
    - x) For language interpreters or translators.*
  - 2) Any fee, charge, cost, or assessment may be a recruitment fee regardless of whether the payment is in property or money, deducted from wages, paid back in wage or benefit concessions, paid back as a kickback, bribe, in-kind payment, free labor, tip, or tribute, remitted in connection with recruitment, or collected by an employer or a third party, including, but not limited to*
    - i) Agents;*
    - ii) Recruiters;*
    - iii) Staffing firms (including private employment and placement firms);*



- iv) *Subsidiaries/affiliates of the employer;*
- v) *Any agent or employee of such entities; and*
- vi) *Subcontractors at all tiers.”*

- *Additionally, recognizing that transportation costs are often the largest costs borne by migrant workers and in keeping with best practice of government and private sector regulation, the definition of recruitment costs shall include transportation and interim lodging costs (including all taxes and fees) from the migrant workers’ home in the origin country to the work place in the destination country; relocation costs if the worker is requested to move once employment has begun; as well as return transportation to the employee’s home country at the end of employment. This should include transportation and subsistence costs while in transit, including, but not limited to, airfare or costs of other modes of international transportation, terminal fees, and travel taxes associated with travel from the origin country to the destination country and the return journey at the end of the employment contract, as well as transportation and subsistence costs from the airport or disembarkation point to the worksite.*
- *Agents of independent professions recruited in their professional field such as sportsmen, artists etc. are not subjected to the above mentioned provisions.*

#### **GOOD PRACTICE**

- ✓ *“No fee to jobseekers” policy is a part of company charter or incorporating documents*
- ✓ *The labour recruiter practices internal auditing*
- ✓ *The labour recruiter asks the migrant worker during the interview if he/she paid or were asked to pay to date any recruitment fees or related costs to anyone in their recruitment process.*

#### **Principle 2: Respect for Freedom of Movement**

The labour recruiters must not require migrant workers or their family members to provide a monetary deposit or other collateral as a condition of employment, and must not withhold, destroy or confiscate documents, wages, or other personal belongings, or otherwise limit freedom of movement.

#### **CRITERION 2.1: The labour recruiter does not hold the passports, other identity documents, work permits or other documents of migrant workers without their informed written consent.**

##### Indicators:

- 2.1.1 Passports, other identity documents, or any other personal documents are held only for the purpose of processing the migrant workers’ documents with relevant authorities during the recruitment process as required by applicable law.
- 2.1.2 The migrant workers are able to obtain their identity or other documents at any time.
- 2.1.3 The labour recruiter keeps a written log with clear indication of the purpose and date when documents were remitted and returned to the migrant workers.
- 2.1.4 The migrant workers demonstrate clear and explicit knowledge and understanding of the reasons why their identity or other documents are required and held by the recruiter.



2.1.5 Migrant workers demonstrate knowledge of the exact location of their documents and how they could access them, when held by the recruiter.

2.1.6 The labour recruiter's copy of a consent form signed by the worker is available upon simple request.

*Guidance Note:*

- *Passports and documents cannot be withheld without migrant workers' informed consent and written permission, at any time.*
- *Where the labour recruiter is facilitating the application of a permit related to emigration or immigration or employment and the law requires the presentation of personal identity documents such as passports and/or other forms of identification, the labour recruiter can access the documents but should return them promptly to the migrant workers.*
- *A procedure for submission and retrieval, with associated timelines, must be available to the migrant workers, so as not to restrict their freedom of movement.*
- *Simple procedures shall be in place to allow the migrant workers direct and immediate access to documents at any time, if not in possession of the worker for any legal reason.*

**CRITERION 2.2: No labour recruiter withholds bank books, bank cards, deeds to real or personal property of the migrant workers or their family members at any time.**

Indicators:

2.2.1 Bankbooks, bank cards, deeds to real or personal property are neither requested nor retained by the labour recruiter at any stage of the recruitment process.

2.2.2 There are no substantiated reports from migrant workers documenting recruiters requesting them to submit bankbooks, bank cards, deeds to real property or any other personal property.

*Guidance Note:*

- *When necessary, the best practice is to provide the migrant workers with an individual, safe, and lockable storage facility that is easily accessible to the migrant workers at any time. The storage facility should be adequately protected from unauthorized access (this guidance applies to private employment agencies providing migrant workers with personal storage for important documents and other valuables).*
- *Migrant workers demonstrate the understanding that no bankbooks, bank cards or deeds to real or personal property can be requested at any time during the recruitment process.*

**CRITERION 2.3: Employment contracts and service agreements between the labour recruiter and migrant workers do not limit their freedom of movement.**

Indicators:

2.3.1 The service agreements and employment contracts with migrant workers do not contain clauses that prevent them from terminating their employment with the employer in accordance with the terms and conditions of the contract.

2.3.2 The employment contracts specify the procedures for termination of the contract by the employer and for reconsideration or appeal by the migrant workers of any such termination, which are consistent with applicable law.

2.3.3 The labour recruiter ensures that migrant workers' working hours and free time are clearly defined.

2.3.4 The labour recruiter ensures that migrant workers are free to leave their work place and/or place of accommodation during their free time.

*Guidance Note:*

- *In keeping with applicable law, employers should respect the freedom of migrant workers to leave or change employment or to return to their countries of origin.*

**Principle 3: Respect for Transparency of Terms and Conditions of Employment**

The labour recruiters must ensure that, prior to deployment, migrant workers are provided with written contracts in a language each worker understands, detailing the terms and conditions of employment including but not limited to the nature of work undertaken, rates of pay and pay arrangements, working hours, vacation and other leave, and all other lawful deductions from pay and benefits of employment in accordance with national law. The labour recruiters must ensure that the worker's written consent is obtained without coercion.

**CRITERION 3.1: The labour recruiter provides the migrant workers with a written employment contract that is straightforward and understandable by them and contains at a minimum: position of worker, job description, job site, commencement and duration of contract, details of transportation to and from country of destination, details of accommodation, meals provided under the contract, union or other legal dues payable by the worker (if applicable), name and address of the employer, wages and frequency of pay, working hours and days of rest, overtime rates, vacation, other leave entitlements, all lawful deductions from pay, benefits of employment and conditions of termination in accordance with applicable law.**

Indicators:

- 3.1.1 The labour recruiter has a service agreement with a job seeker on provision of recruitment services.
- 3.1.2 The employment contract and terms and conditions of employment are clear, simple and in a language the migrant workers understand.
- 3.1.3 The clauses in the employment contract and other agreements signed by migrant workers are complete and not misleading in any way. No blank sheets of paper are signed by migrant workers.
- 3.1.4 The labour recruiter retains and files in its offices a signed copy of the employment contract and makes a signed copy available to the worker.

*Guidance Note:*

- *Indicator 3.1.1 doesn't apply in jurisdictions where having service agreement with job seekers is prohibited by law.*
- *Information provided in the employment contract between the migrant workers and the employer must be explicit and not refer to other documents. If the contract refers to other documents such as employee codes of conduct, a copy of such documents should be attached and/or made available to the migrant workers.*
- *If the employment contract has been translated into another language, the description of the terms and conditions of employment should be identical in all language versions of the contract.*

- *Deductions must be transparent, within the legal limits and may include: tax, insurance, health insurance, social insurance, pension, accommodation, meals, union or other dues, special equipment or clothing (when allowable by law).*
- *Other leave entitlement should include days of rest, statutory holidays, paid and/or unpaid sick leave, maternity/parental leave.*
- *Benefits include, inter alia, occupational injury or illness compensation and insurance, pension contributions, other social security premiums.*
- *For illiterate migrant workers, extra precaution needs to be taken to explain the contract to ensure they understand the rights and obligations outlined in the contract.*

#### **GOOD PRACTICE**

- ✓ *The contract should also stipulate the skills certification requirements consistent with those indicated in the job offer*
- ✓ *The contract should also include the same clauses that were presented on any conditional offer of employment*

**CRITERION 3.2: The labour recruiter verifies that the terms and conditions of employment are the same as originally offered by the employer and comply with applicable law and practice.**

Indicators:

3.2.1 There are no differences in terms and conditions of employment between what is stipulated in the employment contract, the job advertisement and the original job placement request provided by the employer.

3.2.2 Contract terms and conditions do not violate the applicable laws of the destination country.

*Guidance Note:*

- *Where possible the following sequence should apply:*
  - *The labour recruiter should have a job placement service agreement with the migrant workers*
  - *Migrant workers should receive a formal job offer upon selection*
  - *Pre-departure recruitment formalities are finalized*
  - *The employment contract is signed by both parties, employer and worker prior to departure of the worker.*

**CRITERION 3.3: The employment contract is provided to migrant workers prior to deployment.**

Indicators:

3.3.1 A record is kept by the labour recruiter of when and how contracts are offered to migrant workers.

3.3.2 Documentation confirms that the contracts are shared with migrant workers with adequate time to review prior to signing and subsequent deployment.

**CRITERION 3.4: The employment contract is agreed to and signed by migrant workers without coercion.**

Indicators:

3.4.1 There are no indications of direct or indirect coercion by the labour recruiter or its business partner or subcontractors to facilitate the contractual relationship with migrant workers.

3.4.2 Contract conditions and employment relationships are explained to migrant workers during recruitment with adequate time to understand the full implications of the contract prior to signing.

3.4.3 Migrant workers demonstrate clear understanding of the terms and conditions of the employment contract.

3.4.4 Migrant workers acknowledge that the contract and agreement were signed and agreed of their own free will.

**CRITERION 3.5: The employment contract signed by the worker is not substituted for another employment contract unless for better living and working conditions and agreed upon with the migrant worker.**

Indicators:

3.5.1 There is no discrepancy between the contract on file signed by the migrant worker, the contract held by migrant worker and the actual employment conditions.

3.5.2 The labour recruiter keeps a record that any amendments to the contract were introduced with migrant workers' prior informed written consent.

*Guidance Note:*

➤ *Contract revisions:*

- *Changes to contract conditions at any point during a migrant workers' employment should be prohibited, unless they are more favorable to the workers and added with their written and informed consent.*
- *Any changes to contracts and job descriptions post-arrival must not be contrary to employment and/or immigration laws.*

**GOOD PRACTICE**

- ✓ *The labour recruiter should require employers and migrant workers to notify them if the contract is exchanged or modified for any reason, even if for a more advantageous contract post-arrival.*

**CRITERION 3.6: The labour recruiter ensures that migrant workers receive pre-departure orientation (PDO) training.**

Indicators:

3.6.1 The operating procedures of the labour recruiter include mandatory pre-departure orientation training for migrant workers, whether delivered by the labour recruiter, the government, the employer or a third-party service provider.

3.6.2 Pre-departure orientation includes, at a minimum, training and information on the rights and obligations related to emigration and immigration, the terms and conditions of the employment contract, information on the working and living conditions in the selected sector and grievance mechanisms.

3.6.3 Migrant workers are able to demonstrate the knowledge of PDO content.

*Guidance Note:*

- *Pre-departure orientation (PDO) should:*

- *be free of charge to participants; all related costs (including accommodation, meals, and transportation) incurred as a result of the PDO shall not be imposed on the participants or their families.*
  - *contain information on the labour recruiter's policy on recruitment fees, costs and expenses and should include specific information dedicated to recruitment fees, costs and expenses as defined in the IRIS Standard.*
  - *inform migrant workers that no recruitment fees or related costs can be reclaimed or deducted from pay by employers or labour recruiters after deployment.*
  - *provide genuine and not misleading, in any way, information about the destination country and the employer or employment opportunity, specifically about skills, qualifications and work experience required for the job.*
  - *be tailored and adapted to the employment context.*
  - *be delivered in the language understood by the migrant workers. If the PDO trainers do not speak the language understood by migrant workers, interpretation must be arranged.*
  - *include information on the labour recruiter's policy and the employer's policy on prohibition of document confiscation and available options for storage of documents and personal property.*
  - *include specific components dedicated to the review of employment contracts.*
- *Information about grievance mechanisms and procedures available to migrant workers should be included in PDO along with contact information of organizations that offer relevant advice and expertise.*

#### **GOOD PRACTICE**

- ✓ *Pre-departure is available on-line in a language understood by the worker*
- ✓ *Pre-departure orientation includes training and information on financial literacy*
- ✓ *Pre-departure sessions include family members of migrant workers*
- ✓ *Pre-departure orientation includes information on travel arrangements*

#### **Principle 4: Respect for Confidentiality and Data Protection**

The labour recruiters must not record, in files or registers, personal data which is not required for judging the aptitude of migrant workers for jobs for which they are being or could be considered, or required to facilitate their deployment.

The labour recruiters must ensure that all personal data that they collect, receive, use, transfer or store shall be treated as strictly confidential and shall not be communicated to any third party without the prior written informed consent of the worker or workers' representative, unless required by law.

#### **CRITERION 4.1: The labour recruiter has a policy on data protection which is in accordance with applicable laws, rules and regulations, and the IRIS Principles.**

Indicators:

4.1.1 Labour recruiter's operating procedures on data protection are available.

4.1.2 Labour recruiter's staff demonstrate awareness of, sign, and apply the data protection policy and operating procedures at all stages of the recruitment process.

4.1.3 The procedures on data protection adhere to applicable laws, rules and regulations in countries of origin and destination and to the IRIS Principles.

*Guidance Note:*

- *The worker should have the right to review the personal data collected and correct as needed such data.*
- *The personal data should not be used or stored beyond applicable legal periods and should be destroyed when such periods expire. If no legal periods apply to the storage of such data, such data should be destroyed upon termination of employment by the worker recruited by the recruiter.*

**GOOD PRACTICE**

- ✓ *Job description and employment contract refer to data protection principles*
- ✓ *Complaints related to breach of confidentiality and data protection are duly investigated by the labour recruiter. If the labour recruiter is not competent to investigate any data breaches, then it should contract with a competent third party.*

**CRITERION 4.2: Personal data of migrant workers collected by the labour recruiter are relevant, protected and treated confidentially by the labour recruiter and any third party.**

Indicators:

4.2.1 The data solicited and processed are limited to matters relevant and necessary to the recruitment process.

4.2.2 Personal data collected from migrant workers are stored in a secured location in a safe and confidential manner.

4.2.3 Access to personal data is restricted to the worker, the labour recruiter and the employer and if necessary to government authorities for the purposes of immigration, emigration and/or employment in the country of destination.

*Guidance Note:*

- *Secure storage of data: The labour recruiter must have in place a mechanism to keep the migrant workers' personal data secured, both technically and organizationally, and protected by reasonable and appropriate measures against unauthorized modification, tampering, unlawful destruction, accidental loss, improper disclosure or unlawful transfer.*

**GOOD PRACTICE**

- ✓ *Training modules on data confidentiality should be available as a part of capacity building for staff*
- ✓ *Where possible, a separate room with restricted access can be dedicated for storing personal information*

**CRITERION 4.3: Informed consent is obtained from migrant workers at the time of collection of personal data.**

Indicators:

- 4.3.1 There is an evidence that migrant workers were informed of and understand the purpose for which their personal data was collected and stored, prior to giving their informed consent.
- 4.3.2 Signed consent forms are available upon request.

**CRITERION 4.4: The labour recruiter does not release migrant workers' personal data without cause and their explicit consent.**

Indicators:

- 4.4.1 Written informed consent from migrant workers to release their personal data is available.
- 4.4.2 Written records of disclosures are maintained and available.
- 4.4.3 It is documented that disclosures are on a "need to know" basis and are limited to the specific purpose of the disclosure.

*Guidance Note:*

- *Personal data cannot be released for any purpose other than processing the migrant workers' application and upon request of relevant authorities as required by applicable law and only for the purpose defined by law.*

**Principle 5: Respect for Access to Remedy**

The labour recruiter must ensure that migrant workers have effective access to remedy, without fear of reprimand, reprisal, or dismissal, such as internal grievance procedures of the labour recruiter and/or the employer and to those remedies provided by law in the country of origin and destination, in relation to their recruitment activities.

**CRITERION 5.1: The labour recruiter has or participates in effective operational-level grievance mechanisms.**

Indicators:

- 5.1.1 The labour recruiter is able to demonstrate the process to address grievances with clear lines of accountability.
- 5.1.2 Grievances are collected, processed and stored in a centralized system in accordance with legal data privacy laws and policy.
- 5.1.3 The grievance mechanism in which the labour recruiter participates allows for active participation and ongoing feedback about the performance of the grievance mechanism by all stakeholders and users.

*Guidance Note:*

- *An operational-level grievance mechanism (OLGM) is a formalized means for affected stakeholders to raise concerns about any impact they believe a company has had on them in order to receive remedy. Companies should establish or participate in effective OLGM for stakeholders who may be negatively impacted by their activities, in order that grievances may be addressed early and remediated directly. Such mechanism should not preclude access to judicial or other state-based processes, or to undermine the role of legitimate trade unions. The mechanism should*



*help to identify problems early, before they escalate, and provide solutions that offer remedy to anyone impacted.*

- *An effective example of a non-judicial ***grievance mechanism*** should be one that is credible, legitimate, accessible, predictable, equitable, transparent, fair rights-compatible, a source of continuous learning, and based on engagement and dialogue, and free of charge for the worker. The grievance mechanism allows grievances to be raised by individuals and/or their representatives and groups.*

*The mechanism to address grievances should, at a minimum:*

- *Identify clear roles, responsibilities, procedures, and process steps, including monitoring of implementation.*
  - *Indicate a clear timeframe for each step or stage of the process.*
  - *Define the types of complaints that fall under the scope of the mechanism and the available outcomes. These outcomes should not infringe the rights of the complainant and adopt the higher standard in case of conflict between national legislation and international norms on human rights, including labour rights.*
  - *Establish an information channel to keep users informed of the process.*
  - *Ensure the anonymity and protection of complainants and whistleblowers, where requested.*
- *Relevant stakeholders should be consulted during the design, revision and monitoring of the grievance mechanism. These should include inter alia: migrant workers, employers or employers' organizations, trade unions or workers' representatives, and civil society organizations.*

#### **GOOD PRACTICE**

- ✓ *Support mechanism can be considered as another way of providing a remedy, but their availability should not preclude complainants from accessing internal grievance procedures or those remedies provided by law*
- ✓ *Migrant workers could be offered employer practice liability insurance which would provide additional protection to migrant workers against the wrongful practices of employer*

**CRITERION 5.2: The labour recruiter ensures that the migrant workers are informed about and have an open and direct access to a grievance mechanism related to the recruitment process.**

Indicators:

5.2.1 Various channels to access the complaints procedure are available to the migrant workers at any one time.

*Guidance Note:*

- *Access to the grievance mechanism shall be influenced by factors such as:*
  - *Availability of the grievance mechanism in the language spoken by the migrant workers.*
  - *Availability of the grievance mechanism and procedures through different access points, such as the company website, advertisement materials or any other information channels used by the labour recruiter, taking into account the difficulties the migrant workers can face in accessing the mechanism from a different country.*

#### **GOOD PRACTICE**

- ✓ *A web-based tool could be used to maintain contact with migrant workers post deployment to solicit their feedback regarding the recruitment process and provide a mechanism for migrant workers' family members to stay in touch with them.*
- ✓ *Feedback could be also provided through other means such as phone calls and through their family members.*

**CRITERION 5.3: The labour recruiter provides migrant workers with information about available state, employer and industry provided grievance mechanisms related to the employment in both origin and destination countries.**

Indicators:

5.3.1 There is evidence that the labour recruiter informed the migrant workers about available grievance mechanisms.

5.3.2 Migrant workers demonstrate a clear understanding of the relevant grievance mechanism(s) and how they could access them.

*Guidance Note:*

- *Sources of relevant information in relation to settlement of grievances could include: civil society organizations, trade unions, diaspora organizations, Migrant Resource Centres, embassies and consulates.*

#### **GOOD PRACTICE**

- ✓ *Migrant workers are also provided with information about available support such as social security benefits, including unemployment benefits, and employer practice liability insurance*
- ✓ *The labour recruiter facilitates the migrant workers' access to the employer grievance mechanisms without fear of recrimination, reprisal or dismissal*
- ✓ *Roles and responsibilities on providing access to grievance mechanism are clearly defined and agreed between the employer and the labour recruiter*
- ✓ *The labour recruiter monitors if migrant workers remain employed throughout the defined duration of their employment contract and beyond and have access to accommodation during the complaint process*
- ✓ *The labour recruiter monitors that migrant workers accessing the grievance mechanisms are not subjected to reprisals*

#### **Glossary of Key Terms used in this document:**

**Applicable law:** for the purpose of this document the term *applicable law* may include any law, of the destination, transit and/or origin country, pertaining to the recruitment and employment of migrant workers, including laws related to emigration, immigration, labour and employment. This may also include bilateral and other international agreements, regulations, employment contracts and collective agreements relevant to the given recruitment activity.

**(Recruitment) Business Partners:** Entities with which a company has some form of direct and formal engagement for the purpose of recruitment activities.

**Coercion** means compulsion whether legitimate or not, by physical force or threat thereof. Coercion may also be economic in nature, where one uses his or her control over a particular resource to influence the behavior of another.

**Documentary evidence** may refer to any documentation that proves that the employer paid fees and costs, such as invoices, receipts, accounting records of the payment or verbal confirmation by the migrant workers.

**Due Diligence:** An ongoing risk management process that all companies need to follow in order to identify, prevent, mitigate and account for how they address the adverse impact on human rights of their own activities or which may be directly linked to their operations, products or services by a business relationship. It includes four key steps: assessing actual and potential human rights impacts; integrating and acting on the findings; tracking responses; and communicating about how impacts are addressed.

**Employment Agent/Agency:** Any natural or legal person who provides services consisting of hiring or engaging migrant workers to make them available to a third party (see "End-user employer below) that assigns tasks and supervises the execution of these tasks.

**Employer:** A person or an entity that engages employees or workers, either directly or indirectly.

**End-user employer:** also referred to as "user enterprise" is a business enterprise that contracts the services of an employment agency, which in turn provides the services of an agency worker. The end-user employer usually supervises the work and it is normally performed on its premises; however, the end-user employer is not party to the employer-employee contract or responsible for payment of wages directly to the worker.

**Fair market value** refers to the price a willing buyer would pay a willing seller in a transaction on the open market.

**Informed consent:** means any free, voluntary and informed decision that is expressed or implied and which is given for a specified purpose.

**Labour recruiter:** refers to any natural or legal person who performs a licensed recruitment function, including recruitment agents and employment agents.

**Migrant Worker:** A person who migrates or has migrated to a country of which he or she is not a national with a view to being employed otherwise than on his or her own account.

**Personal data:** means all information that could be used to identify or harm the person concerned or any groups to which the person belongs; it is any information relating to an identified or identifiable person that is recorded and/or stored by electronic means or on paper.

**Recruitment:** the term recruitment includes the advertising, information dissemination, selection, transport, placement into employment and – for migrant workers – return to the country of origin where applicable. This applies both to job seekers and those in an employment relationship.

**Recruitment Agent/Agency:** Any natural or legal person who provides services for matching offers of and applications for employment without the agent or agency becoming a party to the employment relationship that may arise therefrom.

**Remedy:** Refers to both the process of providing remedy for a negative human rights impact and the substantive outcomes that can counteract, or make good the negative impact. These outcomes may take a range of forms such as apologies, restitution, rehabilitation, financial or non-financial compensation, and punitive sanctions (whether criminal or administrative, such as fines), as well as the prevention of harm through, for example, injunctions or guarantees of non-repetition.

**Sub-agent:** Informal and unlicensed individual agents who, working in usually loose partnerships with labour recruiters, are often the first point of contact for individuals seeking foreign employment. Sub-agents charge fees for their services, which distinguishes them from other individuals within “social networks” that facilitate migration without charging fees.

**Subcontractor:** Refers to a person or business (operating as a registered entity) which has a contract (as an “independent contractor and not an employee”) with a contractor (labour recruiter) to provide some portion of the work or services on a project which the contractor has agreed to perform. The subcontractor is paid by the contractor for the services provided.