

## PH International Anti-Trafficking Compliance Plan

### Background and Purpose

PH International (PH) has developed this Anti-Trafficking Compliance Plan (“Compliance Plan”) in accordance with FAR 52.222-50, Combating Trafficking in Persons, and USAID Standard Provision M20 for U.S. Nongovernmental Organizations (Trafficking in Persons).

The purpose of this Compliance Plan is to set out PH International’s program requirements and procedures for:

1. Making PH employees aware of the conduct prohibited under PH International’s Anti-Trafficking Policy and the Anti-Trafficking Provisions and the actions that may be taken against PH staff for violations;
2. Employing fair recruitment, wage and housing practices; and
3. Preventing prohibited trafficking activity by PH vendors and suppliers, and monitoring, detecting, and terminating those who engage in such activities.

### Scope

This Compliance Plan sets out PH International’s baseline standards for anti-trafficking compliance *for U.S. Government awards outside of the United States that exceed \$550,000 (“Covered Agreements”)*.

The Compliance Plan will presumptively apply to all *Covered Agreements* but may need to be adapted or modified for projects that are larger, more complex, or involve greater risk of trafficking activity. For all *Covered Agreements*, PH staff engaged in the project must examine each one individually to assess the risk of trafficking activity. PH staff must adapt or modify the Compliance Plan as necessary to ensure that it is appropriate to the size and complexity of the contract or award and the nature and scope of the activities to be performed.

### Employee Awareness Program

PH has adopted a policy on Anti-Trafficking in Persons (“Policy”) that reflects the Anti-Trafficking Provisions prohibiting trafficking-related activities, describes the actions PH may take against PH staff and PH Suppliers who violate the Policy, and sets out the procedure for reporting and investigating Policy violations.

PH posts the Policy on its website and in PH’s cloud-based file management platform, Egnyte, where it can be accessed by PH staff at any time and incorporates it by reference into sub-awards and sub-contracts of *Covered Agreements* for PH Suppliers.

Annually, all PH staff are required to acknowledge that they have familiarized themselves with key policies and procedures. a. On-boarding and refresher trainings on ethics policies, including the Anti-Trafficking Policy, are provided as-needed and on an ongoing basis. Individuals may contact the Executive Director at any time for questions, clarifications, or further discussion.

## **PH's Anti-Trafficking Policy**

PH supports the zero tolerance policy adopted by the United States government to combat human trafficking and forced labor. We are committed to high standards of ethics and integrity and compliance with all applicable local laws across our global operations, including prohibition of actions that facilitate trafficking in persons. PH's work with vulnerable populations potentially exposes PH staff and partners to issues of human trafficking and forced labor. PH staff and PH Suppliers should be particularly vigilant when contracting with local businesses that may use forced labor tactics to grow their workforce.

This policy applies to all PH employees and volunteers as well as PH subawardees, contractors, suppliers, consultants, at any tier, as well as their employees, labor recruiters, brokers, and agents engaged by PH for the performance of U.S. federal government awards or cooperative agreements and other applicable agreements ("Government Contract(s)").

In addition, this policy establishes compliance with U.S. Federal Government regulations and USAID standard provision M20, which prohibits PH, its subawardees, contractors, at any tier, or their employees, labor recruiters, brokers or other agents from the following Prohibited Activities:

- Trafficking in Persons during the period of a Government Contract.
- Procuring Commercial Sex Acts during the period of a Government Contract.
- Using Forced Labor in the performance of a Government Contract.
- Destroying, concealing, confiscating or otherwise denying any employee access to his or her identity or immigration documents, such as a passport or driver's license.
- Failing to provide or pay the cost of return transportation at the end of employment for an employee who is not a national of the country where the work took place and who was sent to that country for purposes of working on a Government Contract (unless this is exempted from the requirements by USAID or the employee is a victim or witness of human trafficking and seeking services/legal redress).
- Using misleading or fraudulent recruiting practices during the recruitment of employees or offering of employment to employees, such as failing to disclose (in a format and language accessible to the employee) or making material misrepresentations about the key terms and conditions of employment, including wage and benefits, work location, living conditions, housing and associated costs (if provided for by PH International), and significant costs to be charged to the employee.
- Using recruiters that do not comply with the labor laws of the country where recruiting takes place.
- Charging recruitment fees to individual employees.
- Providing or arranging housing that fails to meet the host country housing and safety standards.
- If required by law or contract, failing to provide an employment contract, recruitment agreement or other required work document, written in a language the employee understands, that includes details of work description, wages, work location, living accommodations (where applicable) and the content of applicable laws and regulations that prohibit trafficking in persons.

All agreements with PH Suppliers under Government Contracts will include a provision proscribing the above Prohibited Activities.

### **Recruitment and Wage Plan**

- PH prohibits the use of any misleading or fraudulent recruitment practices during the recruitment of employees or offering of employment to employees. PH must fully and accurately disclose, in a format and language accessible to the employee, all key terms and conditions of employment, including wages and benefits, work location, living conditions, housing and associated costs (if provided), significant costs to be charged to the employee, and, if applicable, the hazardous nature of the work.
- PH prohibits the use of recruiters that do not have trained employees, or that do not comply with all labor laws of the country where the recruitment takes place.
- PH prohibits charging recruitment fees to any individual employee.
- PH will pay all employees' wages that meet applicable host-country legal requirements, or will explain any variance.
- Where required by law or contract, PH will provide to every employee an employment contract, recruitment agreement or other required work document, written in a language the employee understands, containing all required information about the terms of conditions of employment, which may include, by way of example work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons. If the employee must relocate to perform the work, PH will provide the required work document at least five (5) days prior to relocation.
- PH prohibits destroying, concealing, confiscating or otherwise denying any employee access to his or her identity or immigration documents.
- PH will provide or pay the cost of return transportation at the end of employment for any employee who is not a national of the country where the work took place and was brought into that country by PH for purposes of working on a ***Covered Agreement***.
- PH will provide or pay the cost of return transportation at the end of employment for any employee who is not a US national and was brought into the US for purposes of working on a ***Covered Agreement***, if payment of such costs is required under existing temporary work programs or pursuant to a written agreement with the employee for portions of ***Covered Agreements*** performed outside the US.

## **Housing Plan**

If/when PH provides or arranges for housing facilities for employees, the housing will meet host country housing and safety standards.

## **Suppliers Compliance**

All PH awardees, contractors, suppliers, consultants, at any tier, (jointly “PH Suppliers”) engaged in the performance of a *Covered Agreement* (those greater than \$550,000) must agree to comply with the Policy and all applicable Anti-Trafficking Provisions. PH will include language to that effect in all PH Supplier contracts, sub-contracts and sub-agreements, including inserting FAR 52.222-50, FAR 52.222-56 and USAID Standard Provisions where applicable.

All PH Suppliers engaged to perform under *Covered Agreements* (those greater than \$550,000) must have a compliance plan to prevent prohibited trafficking-related activities and to monitor, detect and terminate any of its contractors, consultants, suppliers, sub-contractors or sub-recipients engaging in prohibited trafficking-relating activities, and provide a copy of its plan to PH.

The Supplier’s compliance plan must meet the minimum requirements in the Anti-Trafficking Provisions and be appropriate to the size and complexity of the contract, sub-contract or sub-agreement with PH and the nature of the activities to be performed under it.

Prior to the award of any Supplier Contract, and on an annual basis thereafter, all PH Suppliers under *Covered Agreements* must submit a certification to PH:

1. That the Supplier has implemented a compliance plan and has complied with its compliance plan; and
2. That after conducting due diligence, to the best of the PH Supplier’s knowledge and belief, neither it nor any of its employees, or its contractors, consultants, suppliers, sub-contractors, sub-recipients or their employees, have engaged in any prohibited trafficking-related activities, or if any abuses relating to prohibited trafficking-related activities have been found, the PH Supplier has taken appropriate remedial and referral actions.

For PH Suppliers that may be more susceptible to trafficking-related activities, PH may, in situations where it has direct access, inspect the PH Supplier’s workplace or any housing provided by the PH Supplier for signs of trafficking-related activities. In lower-risk situations, and in situations where the Supplier is remote, PH will review the plans and certifications of the PH Suppliers to ensure they include adequate monitoring procedures and reporting mechanisms.

If any Supplier fails to comply with the Policy, applicable contractual language in the Supplier Contract, or applicable Anti-Trafficking Provisions, PH will take appropriate action to remediate the violation and prevent future violations, including, but not limited to:

1. Requiring the Supplier to remove an employee or agent from a project;

2. Requiring the Supplier to terminate its relationship with any Supplier contractor, consultant, supplier, sub-contractor or sub-recipient;
3. Suspending payments to the Supplier(s) until the violation is remedied;
4. Terminating the Supplier Contract for cause with immediate effect.

## **Reporting Requirements and Procedures**

All PH Staff, PH Suppliers, and employees of PH Suppliers are required to report any trafficking-in-persons related activities or violations of PH's Anti-Trafficking Policy to PH. Reports may be made on a confidential basis at <https://www.ph-int.org/contact/whistleblower/>.

Any PH Staff who receive such a report must immediately share all pertinent information with PH's Senior Management Team or Country Director. In addition, any PH Staff or employees of PH Suppliers who believe that they or others have been subjected to Prohibited Activities may submit a report as outlined above or may contact the Global Human Trafficking Hotline at 1-844-888-FREE or via its email address at [help@befree.org](mailto:help@befree.org).

PH will investigate all reports of Prohibited Activities and other violations of this Policy and take appropriate action. In addition, PH's Executive Director will make all required disclosures as set forth in its Compliance Plan.

PH strictly prohibits retaliation against any PH staff who report Prohibited Activities or other violations of this Policy. PH Staff who engage in retaliation against those who report Prohibited Activities or other Policy violations are subject to disciplinary action, up to and including termination.

## **Investigations**

If PH receives credible information from an employee report or any other source alleging prohibited trafficking-related activity, PH's Executive Director will conduct an investigation and report the findings and determine what, if any, remedial action is appropriate.

The PH Executive Director will also monitor PH's management's implementation of such remedial action.

The PH Executive Director will be responsible for immediately notifying the contracting officer and the appropriate agency Inspector General of the information received and any resulting remedial action taken.

PH will cooperate fully with any US Government agencies responsible for any investigations, audits or corrective actions relating to trafficking in persons, including, but not limited to, providing timely and complete responses to document requests, and providing reasonable access to PH facilities and staff.

PH will protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and will not prevent or hinder these employees from cooperating fully with US government authorities.

### **Posting**

PH will post this Compliance Plan on its internal platform and on its external website, [www.ph-int.org](http://www.ph-int.org). PH will also make available this Compliance Plan at all workplaces, except where the work is being performed in the field or not otherwise at a fixed location.