



Innovations for Poverty Action	Combating Trafficking in Persons Policy and Model Monitoring Plan	
Owner: Chief Global Programs Officer	Revision Date: 18/05/23	Revision No.: V3

Purpose

This policy is intended to describe IPA’s guiding principles with respect to combating trafficking in persons, and to ensure compliance with the U.S. Government’s zero-tolerance policy regarding trafficking in persons by government contractors and award recipients as set forth in FAR Subpart 22.17 and 52.222-50(h) and in USAID Standard Provision M20 for U.S. Nongovernmental Organizations (“Anti-Trafficking Provisions”).

Scope

This policy applies to all IPA personnel worldwide, and to all US Government Funded and FCDO funded IPA contractors, consultants, suppliers, subcontractors, subrecipients, and their employees and agents and adherence to this policy (or a policy that at a minimum meets all the requirements of this policy) is required to be flowed down in all (sub)awards/(sub)agreements/(sub)contracts with all US Government and FCDO funded contractors, consultants, subcontractors, and subrecipients (“Supplier”)

Definitions

1. “Coercion” —
 - (a) Threats of serious harm to or physical restraint against any person;
 - (b) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
 - (c) The abuse or threatened abuse of the legal process.

2. “Commercial Sex Act” – A sex act on account of which anything of value is given or received by any person.

3. “Debt Bondage” —The status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably

assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

4. "Forced Labor" —Knowingly providing or obtaining the labor or services of a person
 - (a) by threats of serious harm to, or physical restraint against, that person or another person;
 - (b) by means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or
 - (c) by means of the abuse or threatened abuse of law or the legal process.

5. "Involuntary Servitude" —Includes a condition of servitude induced by means of
 - (a) any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
 - (b) the abuse or threatened abuse of the legal process.

6. "Recruitment fees" means fees of any type, including charges, costs, assessments, or other financial obligations, that are associated with the recruiting process, regardless of the time, manner, or location of imposition or collection of the fee.
 - a. Recruitment fees include, but are not limited to, the following fees (when they are associated with the recruiting process) for-
 - i. Soliciting, identifying, considering, interviewing, referring, retaining, transferring, selecting, training, providing orientation to, skills testing, recommending, or placing employees or potential employees;
 - ii. Advertising
 - iii. Obtaining permanent or temporary labor certification, including any associated fees;
 - iv. Processing applications and petitions;
 - v. Acquiring visas, including any associated fees;
 - vi. Acquiring photographs and identity or immigration documents, such as passports, including any associated fees;
 - vii. Accessing the job opportunity, including required medical examinations and immunizations; background, reference, and security clearance checks and examinations; and additional certifications;
 - viii. An employer's recruiters, agents or attorneys, or other notary or legal fees;

- ix. Language interpretation or translation, arranging for or accompanying on travel, or providing other advice to employees or potential employees;
 - x. Government-mandated fees, such as border crossing fees, levies, or worker welfare funds;
 - xi. Transportation and subsistence costs-
 - 1. While in transit, including, but not limited to, airfare or costs of other modes of transportation, terminal fees, and travel taxes associated with travel from the country of origin to the country of performance and the return journey upon the end of employment; and
 - 2. From the airport or disembarkation point to the worksite;
 - xii. Security deposits, bonds, and insurance; and
 - xiii. Equipment charges.
- b. A recruitment fee, as described in the introductory text of this definition, is a recruitment fee, regardless of whether the payment is-
- i. Paid in property or money;
 - ii. Deducted from wages;
 - iii. Paid back in wage or benefit concessions;
 - iv. Paid back as a kickback, bribe, in-kind payment, free labor, tip, or tribute; or
 - v. Collected by an employer or a third party, whether licensed or unlicensed, including, but not limited to-
 - 1. Agents;
 - 2. Labor brokers;
 - 3. Recruiters;
 - 4. Staffing firms (including private employment and placement firms);
 - 5. Subsidiaries/affiliates of the employer;
 - 6. Any agent or employee of such entities; and
 - 7. Subcontractors at all tiers.
7. “Severe Forms of Trafficking in Persons” —
- (a) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
 - (b) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
8. “Sex Trafficking” —The recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

9. “Supplier” —Any FCDO or USG funded IPA contractor, consultant, , subcontractor or subrecipient . Supplier specifically excludes all vendors.
10. “Supplier Personnel” —Employees, consultants, volunteers, agents, and other individuals authorized to act on behalf of a Supplier.

Policy

1. Policy Statement

- 1.1 IPA is opposed to all forms of trafficking of persons and is committed to mitigating the risk of trafficking in persons in connection with its operations and programs.
- 1.2 It is the policy of IPA to comply fully with the U.S. government’s laws, regulations and policies prohibiting trafficking in persons by government contractors and award recipients, including, but not limited to, FAR Subpart 22.17; FAR 52.222-50 – Combatting Trafficking in Persons; FAR 52.222-56 – Certification Regarding Trafficking in persons Compliance Plan; and USAID’s Standard Provisions regarding Trafficking in Persons, as more fully set forth in this policy.

2. Prohibited Activities

In accordance with US government policy, all IPA employees, Suppliers and Supplier Personnel shall not:

- (a) engage in severe forms of trafficking in persons;
- (b) procure commercial sex acts involving victims of Sex Trafficking or arising out of or related to Sex Trafficking or other prohibited trafficking-related activity;
- (c) use forced labor in the performance of any contract, cooperative agreement or award;
- (d) destroy, conceal, confiscate, or otherwise deny access by an employee to the employee’s identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;
- (e) use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language accessible to the worker, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant cost to be charged to the employee, and, if applicable, the hazardous nature of the work;
- (f) use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;

- (g) charge employees recruitment fees;
- (h) fail to provide return transportation or pay for the cost of return transportation upon the end of employment—
 - (i) for an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or
 - (ii) for an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States);
- (i) provide or arrange housing that fails to meet the host country housing and safety standards; or
- (j) if required by law or contract, fail to provide an employment contract, recruitment agreement or other required work document in writing. Such written work document shall be in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five (5) days prior to the employee relocating. The employee’s work document shall include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, round trip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

3. Compliance Plans

3.1 IPA will maintain a written anti-trafficking compliance plan for all U.S. government contracts, subcontracts, cooperative agreements, awards, and subawards with an estimated **value in excess of \$550,000** that are for supplies or services to be performed outside the United States (“Covered Agreements”). IPA will not maintain a compliance plan for FCDO funded awards.

3.2 The Legal Department will be responsible for working with the Grants Team to develop and maintain a written model compliance plan (“Model Compliance Plan”) setting out IPA’s standard processes and procedures for enforcing this policy and complying with anti-trafficking requirements as required by applicable law and regulations.

3.3 The Model Compliance Plan will presumptively apply to all Covered Agreements, but may need to be adapted or modified in certain cases. The IPA Grants Manager for each Covered Agreement will notify the project staff to assess the risk of trafficking activity based on factors such as the number of non-US citizens to be employed and whether the services or supplies involved are

susceptible to trafficking in persons, and any need to modify the Model Compliance Plan to make it appropriate to the size and complexity of the Covered Agreement and the nature and scope of the activities. The project staff will be responsible for either adopting and executing the model plan or developing and executing an adapted/modified plan.

All entities receiving US Government funded subcontracts or subawards that are for supplies or services to be performed outside the United States and have an estimated value of \$550,000 or more shall also be required to either adopt this model plan or present an adapted or modified plan which shall be preapproved by the project staff.

3.4 The Model Compliance Plan shall be posted at all IPA worksites, and on IPA's website.

4. Reporting Requirements and Procedure

4.1 All IPA staff, Suppliers and Supplier Personnel are required to report any suspected trafficking related activity or violation of this policy to IPA. Reports may be made via IPA's anonymous whistleblower hotline: +1-844-837-5445 or www.lighthouse-services.com/poverty-action. In addition, reports may be made to any member of the IPA Senior Management Team, Country Director/Country Representative, or any member of the IPA Legal Department. Anyone who receives such a report is required to immediately forward the report to the IPA General Counsel/ Chief Compliance Officer.

4.2 All IPA Staff, Suppliers and Supplier Personnel may also report any suspected trafficking related activity or violation of this policy to the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at help@befree.org

4.3 IPA staff and Supplier Personnel who believe they or others have been subjected to prohibited trafficking-related activities may report the activity as outlined above.

4.4 The General Counsel/ Chief Compliance Officer will ensure that all reports of prohibited trafficking-related activity or violations of this policy are investigated and that appropriate action is taken.

4.5 IPA strictly prohibits retaliation against any IPA employee who in good faith reports prohibited trafficking-related activity or other violations of this policy, or who cooperates with any internal or government investigations of such reports. Employees may do so without fear of reprisal. IPA employees who engage in any form of retaliation against those who in good faith report prohibited

trafficking-related activities or other violations of this policy are subject to disciplinary action, up to and including termination of employment with IPA.

5. Consequences

5.1 IPA staff who engage in any of the prohibited activities listed above, fail to comply with any applicable compliance plan, fail to report suspected trafficking-related activity or forward a report of suspected trafficking-related activity, or otherwise violate this policy will be subject to disciplinary action, up to and including termination of employment with IPA.

5.2 If any Supplier or Supplier Personnel engages in any of the prohibited activities listed above, fails to comply with any applicable contractual language or compliance plan, fails to report suspected trafficking-related activity, or otherwise violates this policy, IPA will take corrective action, up to an including immediate termination of any Supplier Contract with IPA.

IPA Model Anti-Trafficking Compliance Plan

Background and Purpose

IPA has developed this Model Anti-Trafficking Compliance Plan (“Plan”) in accordance with the U.S. Government’s zero-tolerance policy regarding trafficking of persons by government contractors and award recipients, as set out in FAR Subpart 22.17 and 52.222-50(h) and in USAID Standard Provision for U.S. Nongovernmental Organizations (“Anti-Trafficking Requirements”).

The purpose of this Plan is to set out IPA’s policies and procedures for (1) making IPA employees aware of the conduct prohibited under the IPA policy and the Anti-Trafficking Requirements and the actions that may be taken against employees for violations; (2) employing fair recruitment, wage and housing practices; and (3) preventing prohibited trafficking activities by employees, suppliers, subcontractors and subrecipients, and monitoring, detecting and terminating those who engage in such activities.

Applicability

This Plan sets out IPA’s baseline standards for anti-trafficking compliance and applies presumptively to all U.S. Government contracts, subcontracts, cooperative agreements, awards and subawards that are for supplies or services to be performed outside the United States and have an estimated value of \$550,000 or more (Covered Agreements). However, it may need to be adapted or modified for projects that are larger, more complex, or involve greater risk of human trafficking activity. Project staff must examine each one individually to assess the risk of trafficking activity, based on factors such as the number of non-US citizens to be employed, and whether the contract or award will involve services or supplies susceptible to trafficking in persons. Project staff must adapt or modify the 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. **All entities receiving US Government funded subawards or subcontracts from IPA that are for supplies or services to be performed outside the United States and have an estimated value of \$550,000 or more shall also be required to either adopt this model plan or present an adapted or modified plan which shall be preapproved by the project staff.**

Employee Awareness Program

IPA has adopted a policy on Combatting Trafficking in Persons (“Policy”) that reflects the Anti-Trafficking Requirements prohibiting trafficking-related activities, describes the actions IPA may take against employees and agents who violate the Policy, and sets out the procedure for reporting and investigating violations. The

Policy is posted on IPA's website where it can be accessed by all IPA personnel at any time. The Policy's adoption and subsequent revisions will be announced in company-wide emails containing a link to the Policy on the website with instructions to access and review it. IPA will also send out periodic emails, typically annually, reminding IPA staff to regularly review the Policy and stay up to date on its contents. IPA's Human Trafficking Research Initiative Director will develop and conduct training on the Policy. All current IPA personnel are required to complete the training. All newly hired personnel will be required to read and acknowledge the Policy, and to complete the training on the Policy at the time of hire.

IPA may also conduct specialized training on the Anti-Trafficking Requirements, the Policy and the Model Compliance Plan on an as-needed basis.

Recruitment and Wage Plan

IPA prohibits the use of any misleading or fraudulent recruitment practices during the recruitment of employees or offering of employment to employees. IPA staff must fully and accurately disclose, in a format and language accessible to the employee, all key terms and conditions of employment, including wage and benefits, work location, living conditions, housing and associated costs (where provided or arranged by IPA), significant costs to be charged to the employee, and, if applicable, the hazardous nature of the work.

IPA prohibits the use of recruiters that do not have trained employees, or that do not comply with all employment/labor laws of the country where the recruitment takes place.

IPA prohibits charging recruiting fees to any employee.

IPA will pay all employees wages that meet applicable host-country legal requirements, or will explain any variance.

Where required by law or contract, IPA 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 and conditions of employment, which may include, by way of example, the work description, wages, work location, living accommodations and associated costs, time off, transportation arrangements, grievance process, the content of applicable laws and regulations prohibiting trafficking in persons, and the prohibition on recruitment fees. If the employee must relocate to perform the work, IPA will provide the required work document at least five (5) days prior to relocation.

IPA prohibits destroying, concealing, confiscating or otherwise denying any employee access to his or her identity or immigration documents.

IPA 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 IPA for purposes of working on a covered US Government contract or award.

IPA 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 U.S. for purposes of working on a covered US Government contract or award, if payment of such costs is required under existing temporary work programs or pursuant to a written agreement with the worker for portions of contracts and awards performed outside the US.

Housing Plan

In situations where IPA provides housing to employees, the housing will at minimum meet host country housing and safety standards.

Supplier Compliance

IPA requires all contractors, consultants, vendors, suppliers, subcontractors and subrecipients (“Suppliers”) providing goods or services under Covered Agreements to comply with the Policy and this Plan (or applicable modified compliance plan), and will include language to that effect in all Supplier Agreements. Where applicable, IPA will also flow down FAR 52.222-50, FAR 52.222-56, or USAID Standard Provisions to Supplier Agreements. The Policy and this Plan will be provided to all Suppliers.

IPA requires all Suppliers to have a written compliance plan to prevent prohibited trafficking-related activities and to monitor, detect and terminate any of Suppliers’ employees, contractors, consultants, suppliers, subcontractors or subrecipients engaging in prohibited trafficking-related activities, and provide a copy of its plan to IPA. The Supplier’s compliance plan must meet the Anti-Trafficking Requirements and be appropriate to the size and complexity of its Supplier Agreement with IPA and the nature of the activities to be performed under it.

IPA requires all Suppliers to submit written certification to IPA, prior to the award of any Supplier Contract, and on an annual basis thereafter, certifying that:

- The Supplier has implemented a compliance plan and has complied with its plan; and
- After conducting due diligence, to the best of the Supplier’s knowledge and belief, neither it nor any of its employees, or its contractors, consultants, suppliers, subcontractors, subrecipients or their employees, have engaged

in any prohibited trafficking related activities, or, if any abuses relating to prohibited trafficking related activities have been found, Supplier has taken appropriate remedial and referral actions.

IPA will review the compliance plans and certifications of its Suppliers in order to ensure the plans include adequate procedures and reporting mechanisms. For Supplier Contracts that may be more susceptible to trafficking-related activities, IPA may, where it has direct access, inspect the Supplier's workplace or any housing provided by the Supplier for signs of trafficking-related activities.

If any Supplier fails to comply with the Policy or applicable Anti-Trafficking Requirements, IPA will take appropriate action to remediate the violation and prevent future violations, including, but not limited to:

- Requiring the Supplier to remove an employee or agent from a project
- Requiring the Supplier to terminate its relationship with any Supplier contractor, consultant, supplier, subcontractor or subrecipient
- Suspending payments to Supplier until violation is remedied
- Immediately terminating the Supplier contract or award

Reporting Requirements and Procedure

All IPA staff, Suppliers and Supplier employees, consultants, volunteers, and agents ("Supplier Personnel") are required to report any suspected trafficking-related activity or violations of the Policy to IPA. Reports may be made via IPA's anonymous whistleblower hotline: +1-844-837-5445 or www.lighthouse-services.com/poverty-action.

In addition, reports may be made to any member of the IPA Senior Management Team, Country Director/Country Representative, or any member of the IPA Legal Department. Anyone who receives such a report is required to immediately forward the report to the IPA General Counsel/ Chief Compliance Officer.

All IPA Staff, Suppliers and Supplier Personnel may also report any suspected trafficking related activity or violation of this policy to the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at help@befree.org

IPA Staff, Suppliers and Supplier Personnel who believe they or others have been subjected to prohibited trafficking-related activities may report the activity as outlined above.

The General Counsel/ Chief Compliance Officer will ensure that all reports of prohibited trafficking-related activity or violations of the Policy are investigated and that appropriate action is taken.

IPA strictly prohibits retaliation against any IPA employee who in good faith reports prohibited trafficking-related activity or other violations of this policy, or who cooperates with any internal or government investigations of such reports. Employees may do so without fear of reprisal. IPA employees who engage in any form of retaliation against those who in good faith report prohibited trafficking-related activities or other violations of this policy are subject to disciplinary action, up to and including termination of employment with IPA.

Investigations

If IPA receives credible information alleging prohibited trafficking related activity, the General Counsel/ Chief Compliance Officer will ensure that an investigation is undertaken, that the findings, and what, if any, appropriate remedial action was taken, is reported.

The General Counsel/ Chief Compliance Officer will be responsible for immediately notifying the contracting officer and the appropriate agency Inspector General of the information received and any remedial action taken.

IPA will cooperate fully with any U.S. 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 IPA facilities and staff.

IPA will protect all employees suspected of being victims or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and will not prevent or hinder those employees from cooperating fully with U.S. Government authorities.

Posting

IPA will post this Model Compliance Plan on its external website. IPA will also post this Model Compliance Plan at all workplaces, except where the work is being performed in the field or not otherwise at a fixed location.