



Kuwait Resources House

Project:
USG Projects

Document Title : **CTIP Compliance Plan**

Document No:

KRH-QHSE-PLN-03

Page 1 of 37

CTIP COMPLIANCE PLAN

INDEX

- 1) **PURPOSE**
- 2) **ABBREVIATIONS**
- 3) **DEFINITIONS**
- 4) **REFERENCE POLICIES FROM USG**
- 5) **FAR 52.222-50 CLAUSE APPLICABILITY**
- 6) **KRH REQUIREMENTS**
- 7) **REPORTING**
- 8) **KRH ORG. STRUCTURE**
- 9) **CUSTOMER FOCUS**
- 10) **KEY PROCESSES COVERING CTIP COMPLIANCE**
- 11) **COMPLIANCE PLAN**
- 12) **REFERENCES**
- 13) **APPENDICES**

1. PURPOSE

The objective of this CTIP compliance plan is to ensure applicable project is to put in place a compliance program to implement the requirements of Federal Acquisition Regulation (FAR) Clause 52,222-50. Combating Trafficking in Persons (CTIP) (Nov 2021). KRH and its lower tier subcontractors are committed to the prevention of human trafficking.

2. ABBREVIATIONS

KRH	-	Kuwait Resources House
CTIP	-	Combating Trafficking in Persons
FAR	-	Federal Acquisition Regulation
QCP	-	Quality Control Plan
FMS	-	Fleet Management System
HSE	-	Health Safety and Environment
SDS	-	Safety Data Sheet
QMS	-	Quality Management System
POC	-	Point of Contact
PMCS	-	Preventive Maintenance Checks and Services
SOW	-	Statement of Work
IAW	-	In Accordance With
LCV	-	LOGCAP-V
USG	-	United States Government
WO	-	Work Order

3. DEFINITIONS

“Agent” – means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of KRH.

“Coercion” – means:

- (1) Threats of serious harm to or physical restraint against any person;
- (2) 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
- (3) The abuse or threatened abuse of the legal process.

“Commercial sex act” – means any sex act on account of which anything of value is given to or received by any person.

“Commercially available off-the-shelf (COTS) item” – means:

- 1) Any item of supply (including construction material) that is:
 - i. A commercial product;
 - ii. Sold in substantial quantities in the commercial marketplace; and
 - iii. Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- 2) Does not include bulk cargo such as agricultural products and petroleum products.

“Contract” - The term “contract(s)” as used herein is inclusive of contracts, subcontracts, purchase orders, and other written agreements between KRH and its customers and vendors.

“Debt bondage” – means 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.

“Employee” – means an employee KRH directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

“Forced labor” means knowingly providing or obtaining the labor or services of a person:

- 1) By threats of serious harm to, or physical restraint against, that person or another person;

CTIP COMPLIANCE PLAN

- 2) 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
- 3) By means of the abuse or threatened abuse of law or the legal process.

“Involuntary servitude” – includes a condition of servitude induced by means of:

- (1) 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
- (2) The abuse or threatened abuse of the legal process.

“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.

- (1) 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. KRH’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:
 - a. While in transit, including, but not limited to, airfare or costs of other modes of transportation terminal fees, and

CTIP COMPLIANCE PLAN

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

b. From the airport or disembarkation point to the worksite;

- xii. Security deposits, bonds, and insurance; and
- xiii. Equipment charges.

(2) 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:
 - (a) Agents;
 - (b) Labor brokers;
 - (c) Recruiters;
 - (d) Staffing firms (including private employment and placement firms);
 - (e) Subsidiaries/affiliates of KRH
 - (f) Any agent or employee of such entities; and
 - (g) Subcontractors at all tiers.

“Severe forms of trafficking in persons” – means:

(1) 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

(2) 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.

“Sex trafficking” – means the recruitment, harboring, transportation, provision, or

obtaining of a person for the purpose of a commercial sex act.

“Subcontract” – means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

“Subcontractor” – means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

“United States” – means the 50 States, the District of Columbia, and outlying areas.

4. REFERENCE POLICY FROM USG

The United States Government has adopted a policy prohibiting trafficking in persons and any trafficking-related activities. Thus, KRH employees, agents and lower tier subcontractors working for KRH shall not:

1. Engage in any forms of trafficking in persons during the period of performance of the contract;
2. Procure commercial sex acts during the period of performance of the contract;
3. Use forced labor in the performance of the contract;
4. 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;
5. Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language understood by the employee or potential employee, 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 (whichever applicable), any significant costs to be charged to the employee or potential employee, and, if applicable, the hazardous nature of the work.
6. Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place
7. Charge employees or potential employee’s recruitment fees;
8. Fail to provide return transportation or pay for the cost of return transportation upon the end of employment
 - (i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment:
 - (a) 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

Note: The requirements of the above paragraph (8)(i) does not apply to an employee who is:

(a) Legally permitted to remain in the country of employment and who chooses to do so; or

(b) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;

(iii) The requirements of the above paragraph (8)(i) of this clause are modified for a victim of trafficking in persons, who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. KRH will provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the KRH shall not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the aforementioned exemptions are applicable.

9. Provide or arrange housing that fails to meet the host country housing and safety standards

Note: Considering our projects in Kuwait, the key applicable regulation reference is Kuwait Ministerial Resolution No 199/A (2010) issued by Minister of Social Affairs and Labor.

Article 3: The employer who provides housing for his laborer must obtain the approval of the competent authority. The Ministry and other relevant authorities regarding the suitability of worker's housing before occupying the housing. It is allocated to workers as of the date of enforcement of this decision.

Article 4: The following shall be observed in the worker's accommodation rooms:

- The space allocated for one person in the common room must not be less than four square meter of imaginary space.
- Do not accommodate more than 4 workers in one room in residential complexes and 8 workers in temporary housing.
- It is prohibited to use entrances, corridors, rooftops, or basements as shelter rooms for laborers.
- The windows of the building must not allow the leakage of any dust and should be covered with a metal wire that prevents entry of insects.
- All rooms must be well ventilated and should have natural light, and with adequate artificial lighting.

Article 5: The employer shall provide a separate or shared dining room in each residence in proportion with the number of workers residing in the housing.

Article 6: The employer is obligated to provide the housing with the following basic equipment:

- Cabinets for storing workers' clothes.
- Sufficient and appropriate air conditioning equipment.
- A bed with suitable bedding and covers for each worker, and the use of a single bed is prohibited to be shared by 2 or more people.
- A water cooler with one dispenser for every twenty workers at most and equipped with a 3 step filtration system. Filtration system allowed should be made of pottery. Fiber or threaded filter system is not allowed.

Article 7: The walls of the kitchen should be covered with tiles, up to the ceiling, and the floors should be of non-slip quality.

The following equipment should be provided in the kitchens:

- Exhaust fans suitable for letting out fumes and smoke.
- A refrigerator to keep food, adequate with the number of workers residing in the residence.
- A litter box with lid and equipped with heavy-duty plastic bags.
- Water filter with 3 step filtration for use in food preparation and cooking.
- It is prohibited in all cases to prepare or cook food or to use cooking stoves or the like, outside the kitchen.

Article 8: A full toilet must be provided for every 8 workers maximum, taking into account the following requirements:

- To be provided with a water heater placed outside.
- The walls should be covered with tiles and its floor should be of non-slip quality.
- It shall be well ventilated and lit, and should be provided with appropriate disinfectants and detergents.

Article 9: The employer's responsibility extends to the maintenance of housing facilities in general and in particular equipment:

The following are included in the maintenance:

- Ceilings, walls and floors in case they are exposed to moisture, leakage and cracks.
- Wire, extensions and electrical boxes, taking into account the safety and security requirements.

Article 11: It is strictly prohibited to use the workers' accommodation for purposes other than those for which it was intended. Storing of foodstuffs for workers, as the health requirements for storing these materials, must be in accordance with the decision of competent authorities.

Article 12: The business owner is obligated to provide suitable extinguishing devices and alarms in accordance with the decision of the General Fire Department.

Article 13: The housing will be provided with medical and first aid boxes, equipped with medicines and ligatures, and disinfectants in proportion to the number of workers residing in the housing.

Article 14: The employer is obligated to appoint workers to clean the accommodation and a supervisor for each workers' accommodation building to supervise and guard the housing and notifying the employer of the facilities and equipment that would require periodic maintenance.

Article 15: The employer is prohibited from deducting any sum of money from workers in return of providing housing, its equipment or its maintenance.

5. FAR 52.222-50 CLAUSE

FAR Clause 52,222-50, Combating Trafficking in Persons (CTIP) (Nov-2021) is included in all solicitations and contracts. KRH's practice is to apply the applicable requirements stipulated in this plan. This plan is applicable for all contracts and subcontracts that KRH being a part of, and provides services.

Alternate I of this clause, which is dated March 2015, is used when the contract will be performed outside the United States and the Contracting Officer (or Subcontract Administrator in the case of subcontracts) has been notified of specific U.S. directives or notices regarding combating trafficking in persons (such as general orders or military listings of "off-limits" local establishments) that apply to contractor employees at the contract place of performance.

The applicability of this Alternate to this plan is only when the above conditions exist. This is because the Alternate specifically details the directive(s) or notice(s) applicable to employees performing work at the contract place(s) of performance, as prescribed in the clause.

6. KRH REQUIREMENTS

KRH will:

- (1) Notify its employees and agents of:
 - (i) The United States Government's policy prohibiting trafficking in persons, described above.
 - (ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment;
- (2) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the aforementioned USG policy

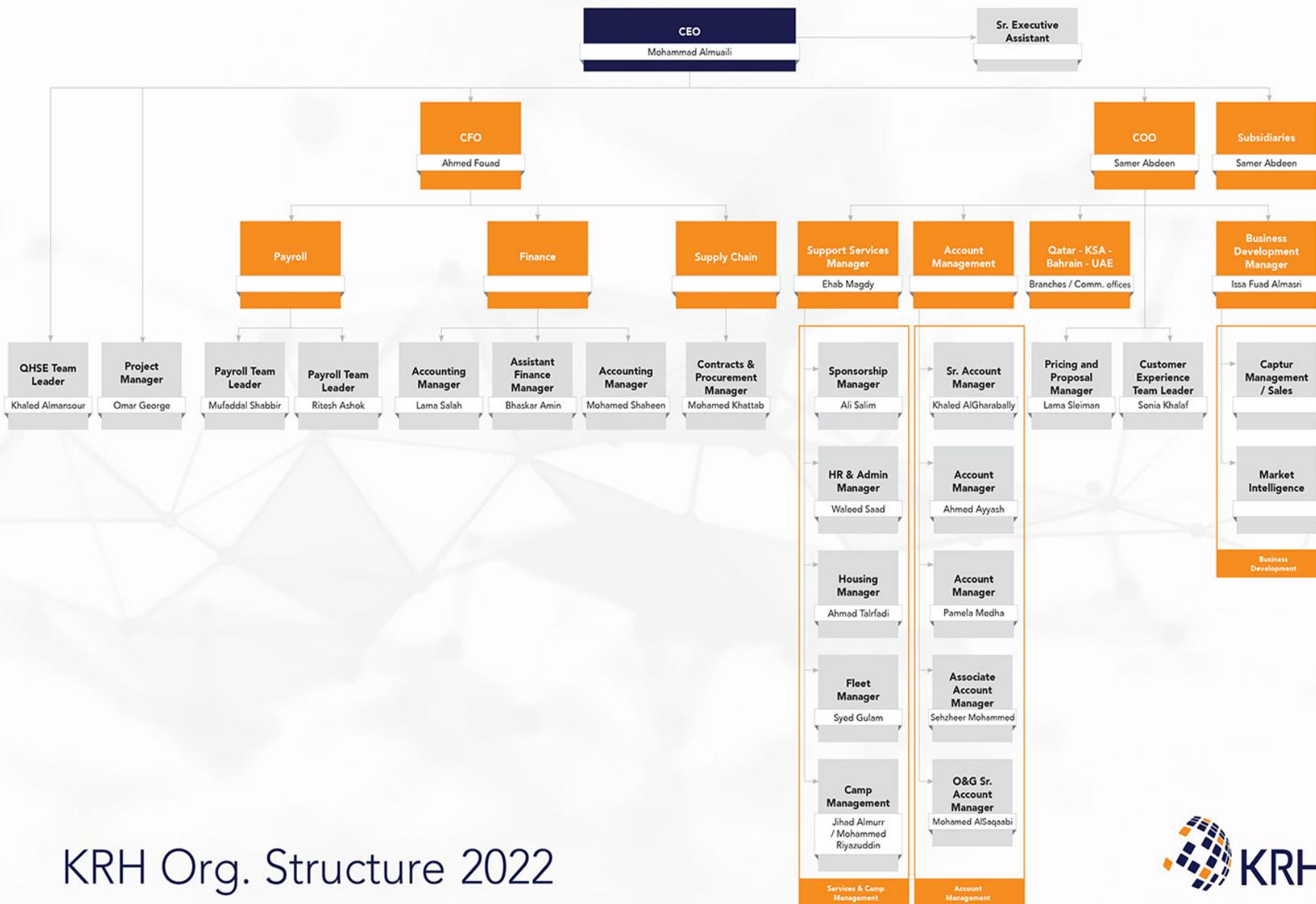
7. REPORTING

KRH will immediately report the ServCore Contracts POC of:

- (1) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the aforementioned USG policy.
- (2) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy.

Note: If the allegation may be associated with more than one contract, KRH will report the ServCore Contracts POC for the contract with the highest dollar value.

8. KRH ORG. STRUCTURE



KRH Org. Structure 2022



9. CUSTOMER FOCUS

The KRH understands and strives to meet the needs and expectations of the customers, ensuring total customer satisfaction and legal compliance. To ensure this objective with respect to CTIP, KRH will fully cooperate fully with the US Government in any reviews, investigations associated with trafficking allegations or suspicions and will:

- Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct
 - Provide timely and complete responses to Government auditors' and investigators' requests for documents
 - Cooperate fully in providing reasonable access to its facilities and staff to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and
 - 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 shall not prevent or hinder the ability of these employees from cooperating fully with Government authorities
- Customer and applicable statutory and regulatory requirements are determined, understood and consistently met.
 - The risks and opportunities that can affect conformity of product and services and the ability to enhance customer satisfaction are determined and addressed.
 - The focus on enhancing customer satisfaction is maintained.

10. KEY PROCESSES COVERING CTIP COMPLIANCE

KRH ensures effective implementation of applicable requirements and USG policies across our USG projects through our core processes (Part of KRH's Integrated Management System). Following are summaries of a few key processes that has direct impact in ensuring KRH's Operational compliance with CTIP requirements.

I. PROJECTS RECRUITMENT

KRH Projects Recruitment Process Summary

- The Account Manager sends the Manpower Request to HR team with information such as Job Title, Job Description and tailored specifications (if any), Number of required manpower, Timeframe required to fulfill the request
- The HR team will analyze the manpower request to determine the source of candidates (Local/ Overseas) and to determine the timeframe required.
- The HR team searches Internal database, posts validated job vacancy ads Internally and/or externally on online job portals and start gathering Resumes for required positions from the manpower request.
- If the request contains overseas positions, the HR team will send request to the overseas recruitment agency.
- The HR team shall send request to the overseas approved recruitment associate. The overseas Recruitment associate shall advertise by various means of media / web portals the requirements of KRH and collect resumes and forward the CV's to KRH.
- The HR team will gather Resumes of applied candidates and will create a list of relevant candidates. Then, will contact all potential candidates to schedule their first interview.
- The HR team interviews the potential candidates, assuring his/her qualification & their competencies matching Job requirement, resulting in Final list. Each pre-vetting shall include English Comprehension Tests – Levels I, II, III, IV, which are conducted based on job description. Pre-vetting shall include professional Certifications and Training Courses, Job Skills, Knowledge and other necessary documents required.
- The HR team shall select the most qualified candidates for the position and prepare the Final list for issuance of Job offer and Mobilization/Normalization process.
- All selected employees for US Government Projects are provided Training and awareness on CTIP (Combatting Trafficking in persons) via Audio/Verbal sessions

- Applicant shall complete pre-medical tests and HR shall issue Job offer to the qualified candidate.
- The applicant shall receive the job offer and will either accept or decline the offer. If the offer is declined by the applicant, the HR team will go back to the shortlist and issue the job offer to the second best candidate
- When the candidate signs the offer letter the HR team will send all employee official documents to Sponsorship unit to start the Mobilization formalities.
- Sponsorship issues Work Visa at KPAM (Kuwait Public Authority of Manpower). Original Work Visa (NOC 2) is send to the recruitment associate/candidate.
- The overseas Recruitment associate will prepare all formalities of the applicant in the country of origin. Employees undergo Police Clearance/Criminal Background check (PCC), Government Medical test and Visa Attestation at the Kuwait Embassy in the country of origin before Emigration clearance and Mobilization. Offer letter is issued to the candidate upon selection.
- Recruitment Team will book the ticket for the employee and share the ticket details with the Camp-Operations. Camp Operations Team arranges for airport pick up and accommodating the employees.
- Once employee arrives to Kuwait, he/she is issued an Employment Contract/Agreement in English and Native languages, before joining duty. The orientation process continues with the Camp Operations in coordination with QHSE, HR and Training Teams, which includes Combatting trafficking in person's awareness, Sexual Harassment, Code of conduct, Kuwait Contracts Requirements, General Safety and Hygiene.
- Account Manager will receive the notification and inform the client of the employees' arrival

KRH Recruitment team evaluate each of our recruitment agencies around the globe initially and periodically to ensure CTIP and other regulatory, ethical and performance requirements are met. The entire process is documented and records maintained by KRH Recruiting team.

II. PROJECTS HOUSING

KRH will ensure that the housing provided for its employees in the state of Kuwait shall be in compliance with the *Kuwait Ministerial Resolution No 199/A (2010) issued by Minister of Social Affairs and Labor*. KRH keep it as a minimum standard and KRH will provide additional housing parameters, facilities and/or furniture; if the specific project requirement demand so. Key processes summary in terms of housing issue and maintenance are as follows:

KRH Projects Housing Selection & Issue process summary

- The pricing team sends a request for a housing unit. The request will contain key information from SOW including Contract Start date, desired locations, Apartment size (1,2, or 3 bedrooms...etc.), Required furniture, Additional special client request etc.
- The housing team will start searching for matching available options in the market. Once, the suitable options are found, the housing team will inspect these options before presenting available options to the client, in order to ensure legal compliance of the building on regulatory requirements such as Fire Department's Requirements, Suitability of location for target project etc.
- The account manager will coordinate client visit and accompany them along with KRH Facilities team to the available apartments' sites
- The client will sign the viewing form provided by the facilities team for each visit and will confirm the approved option.
- The facilities team will share the approved apartment viewing form with the concerned departments in KRH.
- Once the internal process complete, the facilities team will prepare the housing units with project specific requirements such as furniture, fire safety system, first aid provisions etc.
- Once the apartment/building is ready, the client will inspect the housing unit, furniture and appliances. Once all are confirmed, the client will sign the handover form and receive the keys.

KRH Projects Housing Maintenance process summary

- Findings/ discrepancies at employees housing units including moisture/ leakage/cracks on ceilings, walls and floors; malfunctioning of lights, exhaust fans or other appliances or furniture provided by KRH is raised as a work order from employees or identified through camp management's inspections.
- Client \ Camp will send WO through Work order request form by email to KRH Housing Maintenance team.
- WO will be assigned to technicians per category to perform the WO
- Technician will collect spare parts/ replacement items from Housing store
- Technician will visit the location along with client POC \ Tenant and the technician will complete the requested maintenance work.
- Once the work completed the client POC, \ Tenant will check the completion of the work, verify completion of work for Replace parts \ repair, and sign the WO form
- KRH Housing team POC will update their record.

- For emergency work orders, the housing team will respond immediately as per time specified for each project's SOW.
- Any work that require employees to temporarily relocated; KRH management will arrange temporary accommodation accordingly

III. PROJECTS CTIP AWARENESS

KRH PROJECTS CTIP AWARENESS

- All candidates are briefed on the CTIP requirements that are KRH is in compliance with, prior to their recruitment from their home country.
- Various declaration records are read, and their understanding acknowledged by documented records (Using Forms listed in the appendices section of this plan) that include English and the regional languages (Eg. Malayalam, Hindi etc.) to ensure any potential violation of CTIP policy prevented from the source of manpower itself.
- Once the employee reaches the country of employment, detailed new hire orientation process takes place. A series of awareness sessions coordinated by KRH Academy that ensure the employees awareness on their rights and responsibilities as a USG project employee, administrative procedures applicable to the specific project employees. KRH QHSE team provides "New Hire Induction" that covers CTIP awareness Sexual Harassment Awareness, Code of Conduct awareness, Kuwait specific contract requirement awareness and detailed HSE Induction. etc. CTIP and other sessions uses the latest version of training materials provided by the prime contractor (Vectrus, ServCore) to ensure the awareness sessions are up to date with latest CTIP requirements from USG. KRH QHSE issues certificate upon successful completion of sessions and copy of such certificate maintained in each employee's file by KRH Camp management,
- Refresher sessions are provided for project specific topics, whichever require annual/ periodic refresher by contractual obligation.
- In addition to the new hire orientation, employees are provided with latest information of CTIP at all residence camps via various communication channels including notice boards, broadcasting TV's at camps etc.
- This comprehensive CTIPs awareness program ensures all project employees of KRH are well aware of identifying Human Trafficking, their roles and responsibilities in CTIP as an employee deployed to USG project and the reporting channels.

IV. SUPPLY CHAIN CTIP COMPLIANCE

KRH Ensures that our vendors/ suppliers are in compliance with CTIP requirements from the bidding stage till the completion of subcontracted services through the "Vendor Management Process". As part of KRH's management of all tiers within the KRH supply chain we ensure that our contract with first tier subcontractors includes

CTIP requirement as a default content (As detailed in Appendix I). This enables to make the CTIP requirement to be a part of our sub-contractor's contractual obligation. Furthermore, we ensure that all first tier subcontractors cascade the CTIP requirement to second tier subcontractors, and so on.

V. PROJECT EMPLOYEES RESIDENCE CAMPS ADMINISTRATION

Administration of KRH project employee residence camps regulated through set of processes and procedures as a part of KRH Integrated management system. Following are a few of the camps management *procedures* through which KRH ensures that the camp administration services are in accordance with CTIP requirements:

- 01 - New Hire Mobilization procedure
- 02 - New Hire First time residency procedure
- 03 - Passport Options (New Arrival) procedure
- 04 - Swapping of passport options (option 2 to option 1) procedure
- 05 - Passport Release Options procedure
- 07 - Project Employee Relocation procedure
- 08 - Extension of Residency procedure
- 09 - Project Employees Vacation procedure
- 10 - Project Employees Performance violations procedure
- 11 - Project Employees Resignation Final procedure
- 12 - Project Employees Out Processing procedure
- 13 - Not Reported Back Cancellation procedure
- 14 - Employee death related compensation claim procedure
- 15 - Project Work Order procedure
- 16 - Incident Reports procedure
- 17 - Customer Complaint procedure
- 20 - Monitoring Cleaning Procedure for Housing
- 22 - Monitoring Security Procedure for Housing
- 23 - Verification of Laundry Service procedure
- 24 - Fumigation procedure
- 25 - Vehicle Inspection procedure
- 26 - Vehicle Work Order Request procedure
- 39 - Employee Survey – Services

In addition to these Recruitment/ Housing issue/ Maintenance/ CTIP Awareness/ Supply Chain CTIP Compliance/ Employee residence camps administration related process summary, and procedures listed, KRH project POC adhere to fulfil all requirements stated in the project SOW with respect to CTIP related requirements specified by applicable SOW.

11. COMPLIANCE PLAN

KRH will maintain a compliance plan that includes the following processes/ procedures as a part of KRH's integrated Management System:

- A recruitment process that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employees or potential employees and ensures that wages meet applicable host-country legal requirements or explains any variance.
- A housing process/ procedures that ensures that the housing meets host-country housing and safety standards.
- An awareness program to inform contractor employees about the US Government's policy prohibiting trafficking-related activities (described in clause 5 of this plan), the activities prohibited, and the actions that will be taken against the employee for violations.
- Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.
- A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1- 844-888-FREE and its email address at help@befree.org.

KRH Responsibilities

Corporate QHSE department shall be responsible for developing CTIP plan and make any amendment based on Client's SOW and contractual agreement. The designated POC (s) from KRH Operations will ensure the implementation of this plan in accordance with all applicable requirements.

12. REFERENCES

- PM-PLAN-010 Combating Trafficking in Persons Plan - Rev2 (ServCore CTIP Plan)
- FAR 52.222-50 Regulation
- LCV SOW's for OCN Laborers & EXPAT (AN)– Logistics & Life Support Services
- Kuwait Ministerial Resolution No 199/A (2010) issued by Minister of Social Affairs and Labor
- KRH Recruitment Management Process
- KRH Facilities Management Process

13. APPENDICES

Appendix A - Facility Request Form (Housing)

Appendix B - Facility Handover Form (Housing)

Appendix C - Property Viewing Form (Housing)

Appendix D - CTIP Declaration

Appendix E - CTIP-Employee Post Mobilization Placement Form

Appendix F - CTIP-Confirmation letter

Appendix G - CTIPS Awareness

Appendix H - Recruitment Agency Evaluation

Appendix I - CTIP Clause from contract with KRH Subcontractor

Appendix J - Notification regarding USG policy on Trafficking and Penalties

Appendix K - Recruitment and Wage Plan

Appendix L - Housing Plan

Appendix M - Procedure Description for Ensuring Subcontractors Compliance

Appendix A



Kuwait Resources House
Operations Department (Facilities Management)
Facility Request Form

To be filled by Requester:

Request for: Facility Market Research

Requested Units Discription:

Project: _____ Starting date of Contract: _____

Rent Average: _____ Locations: _____

Standard: _____ Remarks: _____

Requester Name: _____ Date: _____

To be filled by Facilities:

Available Options:

Location	Total Units	Description	Statue	Amenities	Rent	Remarks

General Notes:

Options validation by: _____ Job Title: _____

Signature: _____ Date: _____

Feedback:

Selected Option:

Appendix B

Project :		Building Name:			
Inv. ID	QTY	Move-in	Move-out	Comments	
1	Cooking Utensils				
2	Cutting Board				
3	Dinner set				
4	Glass set				
5	Knife set				
6	CAN OPENER				
7	Set of Pans				
8	Set of Pots - with lids				
9	Silverware				
10	Waste Bin				
11	Wooden Rack				
12	Dryer Machine				
13	Iron				
14	Iron Board				
15	Kettle				
16	Microwave Oven				
17	Refrigerator				
18	Stove, Electrical				
19	Washing Machine				
Move-In					
Additional Remarks / Comments:-					
Tenant			KRH Representative		
Check by:			Check by:		
Job Title:			Job Title:		
Date:			Date:		
Signature:			Signature:		
Move-Out					
Additional Remarks / Comments:-					
Tenant			KRH Representative		
Check by:			Check by:		
Job Title:			Job Title:		
Date:			Date:		
Signature:			Signature:		

Appendix C

 Kuwait Resources House Operations Department (Facilities Management) Property Viewing & Interest Form	
Client Details:	Property Details:
Client Name:	Building Name:
Project / Company:	Apt #:
Viewing Date:	Apt. Type:
Time:	Area:
Property Address:	
Acceptable <input type="checkbox"/>	Not Acceptable <input type="checkbox"/>
Comments:	Please specify why
A)	A)
B)	B)
C)	C)
Are you interested in this property ? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Would you like to get a quote for this option ? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Viewed By:	KRH
Name:	Name:
Job Title:	Job Title:
Date:	Date:
Signature:	Signature:

Appendix E



COMBATING TRAFFICING IN PERSON (CTIP) PROCEDURES- DOC D

EMPLOYEE-POST MOBILIZATION/PLACEMENT FORM

Employee Name	
Recruitment Agency Name	
Passport #	
Nationality	
Project Name	
Current Job Title	
Contact (Kuwait)	
Contact (India)	
How did you hear about KRH Recruitment campaign? (Sources)	
What do you know about Kuwait Resources House-Company?	
Give us your feedback/experience with the Recruitment agency.	
How many agencies have you dealt with, in order to process your job application? (Names, Location)	
How much did the Overseas Agency charge you for the mobilization process?(Provide Break-up)	

Employee (Signature):	Recruitment Department (Signature):

Appendix F



COMBATING TRAFFICKING IN PERSON (CTIPS) PROCEDURES- DOC C

CONFIRMATION LETTER

I the undersigned _____ of _____ Nationality and holding Passport No. _____ confirms that the Declaration Form I signed on _____ before the Recruitment Agency is genuine, true and was willfully given and signed.

In addition, I declare hereby that I have never paid to KRH, whether directly or indirectly, any payment or gratuity for my employment at KRH. I fully understand that by signing this Confirmation I do hereby waive and quit any claim I have or might have in relation to the subject matter.

This declaration is given for supporting KRH efforts to combat trafficking in persons (CTIPS) and ensure high level of Recruitment Transparency.

..... में राष्ट्रियता पासपोर्ट नम्बर
..... पुष्टि करता हूँ कि मैं ने इस घोषणा पत्र पर दिनांक को भर्ती एजेंसी में मैं ने दस्तखत किये हैं।
और यह बिल्कुल वास्तविक और अपने पुरे होश हवास के साथ हस्ताक्षर किए गए थे।

इस के अतिरिक्त कोई दूसरी फीस अदा नहीं की गयी है। मैं एक बार फिर पुष्टि कर देना चाहता हूँ KRH में रोजगार के लिए कोई भी भर्ती शुल्क नहीं ली गयी है। इसके अलावा मैं यह भी खुलासा कर दूँ की मैं ने KRH को प्रत्यक्ष या परोक्ष रूप से कोई भी राशि या उपहार अपनी रोजगार के लिए अदा नहीं की है। मैं पूरी तरह से समझ बुझ के साथ इस विषय से मिलते जुलते कोई भी दावा का खिमेवार हूँगा।

यह बयान KRH को इस लिए दिया गया है कि ताकि व्यक्ति तस्करी से निमटने में और भर्ती ट्रांसपैरेसी का उच्च स्तर सुनिश्चित किया जा सके .

അംഗം ഒപ്പിട്ടിരിക്കുന്ന _____ എന്ന ഞാൻ _____ രാജ്യത്തിലെ പൗരനും _____ നമ്പർ പാസ്പോർട്ടിന്റെ ഉടമയുമാണ്. റിക്രൂട്ട്മെന്റ് ഏജൻസി മൂലം കെ, _____ എന്ന തീയതിയിൽ ഞാൻ ഒപ്പിട്ട ഡിക്ലറേഷൻ ഫോം സത്യസന്ധവും കൃത്യവുമല്ലാത്തതും ആരുടെയും നിർബന്ധത്തിന് വഴങ്ങാത്തതാണ് ഞാൻ ഡിക്ലറേഷൻ നൽകിയിരിക്കുന്നതെന്നും ഒപ്പിട്ടിരിക്കുന്നതെന്നും ഇതിനാൽ സ്ഥിരീകരിക്കുന്നു.

കൂടുതലായി, കെആർഎഫിൽ നിന്ന് എനിക്ക് ലഭിക്കുന്ന തൊഴിലവസരത്തിനായി, എന്തെങ്കിലും പ്രതിഫലമോ പാരിതോഷികമോ, നേരിട്ടോ പരമാകുമോ, ഞാൻ കെആർഎഫിന് നൽകിയിട്ടില്ലെന്നും ഇതിനാൽ ഞാൻ പ്രസ്താവിക്കുന്നു.

ഈ സ്ഥിരീകരണത്തിൽ ഒപ്പിടുക വഴി, അൽപ്പനേര വിഷയവുമായി ബന്ധപ്പെട്ട് എനിക്ക് ഉള്ളതും അല്ലെങ്കിൽ എനിക്ക് ഉണ്ടാകാൻവരുന്നതും ആയ ഏതൊരു അവകാശവാദവും ഞാൻ ഇതിനാൽ ഉപേക്ഷിക്കുന്നുവെന്നും ഒഴിവാക്കുന്നുവെന്നും ഞാൻ ഏർപ്പാടാക്കുന്നു. മനുഷ്യകടത്തിനെതിരെ പോരാടുന്നതിനുള്ള (കോമ്പാറ്റ് ട്രാഫിക്യിംഗ് ഇൻ പേഴ്സൺസ് - സിടിപിഎസ്) കെആർഎഫിന്റെ ഉദ്യമങ്ങളെ പിന്തുണയ്ക്കുന്നതിനും റിക്രൂട്ട്മെന്റ് സുതാര്യതയുടെ ഉയർന്ന തലം ഉറപ്പാക്കുന്നതിനും ഉദ്ദേശിച്ചുള്ളതാണ് ഈ പ്രസ്താവന.

Employee Signature	KRH Legal Department Signature
-----------------------	-----------------------------------

Appendix G



IMPORTANT

Congratulations for being selected as a potential employee in Kuwait Resources House (KRH) family. Before we take your employment to a further step, your full understanding of and compliance with our Combating Trafficking in Persons (CTIPS) is mandatory. You should read carefully and fully understand the below CTIPS Awareness Material.

Should you have any question concerning the CTIPS Awareness Material, please do not sign before addressing your questions to KRH at: CTIPS@krhkw.com and getting the convenient clarification.

All of your queries will be treated in a strict confidentiality and we assure you further that it will have no impact on your employment process with KRH.

We appreciate your understanding of KRH aim of protecting you against any exploitation whatsoever to Trafficking in Persons, and ZERO TOLERANCE for any violation in this regard.

CTIPS AWARENESS MATERIAL

COMBATING TRAFFICKING IN PERSONS (the "CTIPS")

1. What is Trafficking in Persons?

The United Nations (UN) defines trafficking as: Recruitment, transportation, transfer, harboring or receipt of persons by means of the threat, use of force, coercion, abduction, fraud, deception, abuse or exploitation. Trafficking is...

- Holding and/or transporting people against their will
- Forcing people into servitude through violence and/or deception
- Buying or selling human beings
- Supporting the above by hiring forced prostitutes or patronizing forced labor establishments.

2. Slavery is Happening Now:

- It's Worse Than You Realize
- Trafficking in persons is the 2nd largest criminal activity in the world, following illegal drugs just in front of illegal arms.

3. KRH COMMITMENT TO ZERO TOLERANCE AGAINST TRAFFICKING IN PERSONS

KRH combats Trafficking in Persons, and has a **ZERO TOLERANCE for any individual or entity that is involved with trafficking.** KRH is committed to CTIPS above defined and is keeping every single effort to ensure its selected candidates are in full awareness of all forms of Trafficking in Persons and Combating Trafficking in Persons. **One of which, is to ensure that KRH SELECTED CANDIDATES have not paid any amount whatsoever to the Recruiting Agency including any Middle Recruiting Agencies**

4. Under no circumstances, whatsoever, the Agency shall not charge you and you shall not pay the Agency any expenses.

5. The Agency will be responsible to provide your Medical Clearance and the Police Clearance Certificate in order to proceed further with the immigration official requirements.

6. **You should be aware that KRH has paid the Agency ALL the Recruiting Fees associated with your hiring at KRH and THUS you shall not be asked to pay any monies whatsoever.**

7. As a KRH family member, you will be fully accountable to adhere to KRH efforts in Combating Trafficking in Persons- as explained and illustrated above. It is noteworthy that your involvement in Trafficking in Persons will jeopardize your employment with KRH.

8. Please report any violations detected or concerns you may have in this regard to KRH at CTIPS@krhkw.com along with the relevant details. Assuring you, once again that all your communication with KRH will be treated as highly confidential with no impact on your employment process with KRH.

Appendix H



Kuwait Resources House
Recruitment Department
Recruitment Agency Performance Evaluation Form- KRH

Date:	Prepared By: Recruitment Dept.	
Evaluation #:	Title :	
Company Name:	Type of Business:	
Company Address:	Phone:	Fax:
Date of Meeting:	Time of Meeting:	

Evaluation Measurement [Total score: 100%]

Criteria	Measurement		
Work History and Years of experience across GCC [Weight: 15%]	Number of years of experience in GCC		
	1-5 years (5%)	6-10 years (10%)	10+ years (15%)
Reputation [Values & Ethics, Clear record of Recruitment agency]. [Weight: 30%]	Number of clients in similar industry across GCC & Clients Feedback- 10 Clients as a Benchmark		
	5 clients (10%)	6-7 clients (20%)	8+ clients (30%)
Quality of candidates selected. [Weight: 35%]	% of completion of the Job Order		
	30% completion of the Job Order [12% Weight]	60% completion of the Job Order [25%]	100% completion of the Job Order [35% Weight]
Mobilization Period. [Weight: 20%]	Number of Days of Mobilization Process		
	10-15 Days [20%]	15-30 Days [15%]	30-45 Days [10%]
Grand Total Score [%]			

Appendix I

KSCR1-2 (C3) PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS, AND WITHHOLDING OF EMPLOYEE PASSPORTS AUG/2010

Trafficking in Persons (TIP): Contractor employees and subcontractor employees performing under this contract shall comply with all DOD and ASG-KUs Trafficking in Persons policies. Contractor employees are subject to prescriptions and remedies at FAR Clause 52.222-50 and the terms and conditions stated herein.

ASG-KU has adopted a more stringent policy than federal requirements regarding trafficking in persons. All Contractor employees and subcontractor employees shall be subject to FAR Clause 52.222-50, Combating Trafficking in Persons.

Contractor shall adhere to and abide by all Kuwait Labor Laws during the performance of this contract.

Registered Employee Listing: On a monthly basis, the Contractor shall provide the ACO with a listing of employee names registered with the Ministry of Social Affairs and Labor (MOSAL). Failure to provide the ACO with a list of employees registered with the MOSAL will result in the denial of installation badging privileges for Contractor employees. Furthermore, a copy of each individual's employment contract shall be available to the USG by the conclusion of the Transition Period. At a minimum, the employment contract shall be in English and the language of the employee. The Contractor shall disclose and make known to its employees the terms and conditions of employment.

For the duration of the contract, the Contractor shall ensure all wages earned (hourly, weekly, monthly, yearly), to include benefits and allowances, or any type of debt bondage arrangement in effect between the Contractor and employee, are included in each employee's contract. Contractor shall specify the compensation rate to be earned for hours in excess a normal workweek within the employment contract.

Contractor shall specify the type or description of work to be performed and the job site location. Contractor shall provide transportation costs from country of origin to place of employment, including repatriation.

Contractor shall include a detailed description of the type of job site berthing accommodations available to the employees within the employment contract.

Contractor shall provide non-cash compensation and benefits, to include meals and accommodations.

Contractor shall ensure employees have injury and sickness compensation insurance for emergency medical and dental care.

Contractor shall clearly define valid grounds for termination within the employment contract.

Contractor shall include dispute settlement provisions within the employment contract.

Housing Standards: The Contractor shall comply with the following minimum housing

Appendix J

Notification regarding US Government policy on Trafficking and Penalties

1. The United States Government has adopted a policy prohibiting trafficking in persons. Contractors, contractor employees, and their agents shall not:

- Engage in severe forms of trafficking in persons during the period of performance of the contract;
- Procure commercial sex acts during the period of performance of the contract;
- Use forced labor in the performance of the contract;
- 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;
- Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language understood by the employee or potential employee, 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 costs to be charged to the employee or potential employee, and, if applicable, the hazardous nature of the work;
- Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;
- Charge employees or potential employees' recruitment fees;
- Fail to provide return transportation or pay for the cost of return transportation upon the end of employment;
- Provide or arrange housing that fails to meet the host country housing and safety standards; or

CTIP COMPLIANCE PLAN

- 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 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, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

2. Penalties associated with Trafficking (18 USC 1351, Fraud in foreign labor contracting

- If you knowingly and with intent to defraud: recruit, solicit or hire a person outside the United States for purposes of employment performed on a United States Government contract, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment, shall be **fined** or **imprisoned for not more than 5 years**, or **both**.
- Violations of KRH policy regarding Trafficking includes discipline up to and including termination, against employees, agents, or subcontractors that violate the policy.

3. How to report – You can report, without fear of retaliation any suspected violation listed above by notifying KRH management or by calling the Global Human Trafficking Hotline at

(001) 844-888-FREE or via email at help@befree.org.

-

Appendix K

Recruitment and Wage Plan

1.0 Summary

KRH is committed to complying with applicable United States laws, including 48 CFR 52.222-50. To this end, KRH prohibits its employees from engaging in activities related to trafficking in persons and hereby adopts the following Wage and Recruitment Plan (the “Wage and Recruitment Plan”) for the enter project #, and project title (the “Project”) for this purpose.

2.0 Project Background:

General template for Summary and details about the project shall include:

KRH Point of Contact (POC) name, address, and phone number:

Contracting entity performing the project:

Contracting Officer's/Subcontract Administrator name, address, and phone number:

Project Manager's name and contact information:

Location of the performance of the project:

Project period of performance:

Number of non-United States citizens expected to be employed:

Risk(s) associated with the project that will involve services or supplies susceptible to trafficking in persons.

3.0 Monitoring the Recruiting and HR function to Ensure Compliance with the Laws

3.1 KRH will only permit the use of examined recruitment companies, prohibit charging recruitment fees to employees, and ensure that wages meet applicable host- country legal requirements or explains any variances for the Project.

3.2 Specifically:

All recruitment companies, KRH intends to use shall be examined through the appropriate due diligence process;

3.2.2 Employment contracts must be written in a language that the employee understands and must be provided to them for review and signature at least five days prior to departure from their country of origin.

3.2.3 Employment documents must contain:

- Detailed description of the work to be performed.
- Wages to be provided (compliant with host country legal requirements or an explanation of any variance).
- A prohibition on charging recruitment fees to the employee.
- Work location(s).
- Living accommodations and associated costs.
- Time off (if offered).
- Roundtrip transportation arrangement at no cost to employees (if offered).
- Grievance process.

- Content of applicable laws and regulations that prohibit trafficking in persons.

3.2.4 The employment documents shall include:

- Employee's full name.
- Employee's date of birth.
- Employee's passport number and work visa/permit number.
- Employees emergency contact information.
- Work start date and duration of contract.
- Procedure for early contract termination without penalty, including notice period not to exceed one month (or less per applicable law).
- Contract renewal provisions.
- Regular work hours and shifts.
- Method and frequency of wage payment.
- Bonuses and conditions for earning them.
- Allowances.
- Description of additional benefits including medical insurance coverage.
- Accident/injury insurance.
- Holidays
- Annual leave
- Sick leave
- Any other applicable benefits.

3.2.5 The employment contract shall also include a description of the repatriation process and specification of the costs to be borne by the supplier and the employee.

3.2.6 The employment contract shall have no terms restricting an employee's rights to freedom of association and collective bargaining consistent with local law.

Appendix L

Housing Plan

1.0 Summary

KRH is committed to complying with applicable United States laws, including 48 CFR 52.222-50, prohibit trafficking in persons (the “Laws”). KRH prohibits its employees from engaging in activities related to trafficking in persons and hereby adopts the following Housing Plan (the “Housing Plan”) for the enter project #, and project title (the “Project”) for this purpose.

2.0 Project Background:

General template for Summary and details about the project shall include:

- KRH Point of Contact (POC) name, address, and phone number:
- Contracting entity performing the project:
- Contracting Officer’s/Subcontract Administrator name, address, and phone number:
- Project Manager’s name and contact information:
- Location of the performance of the project:
- Project period of performance:
- Number of non-United States citizens expected to be employed:
- Risk(s) associated with the project that will involve services or supplies susceptible to trafficking in persons.

3.0 Monitoring Provided Housing to Ensure Compliance with the Laws

The following employee housing will be offered to employees on the Project

3.1.1 Address how the housing is to be provided for the duration of the contract.

3.1.2. This housing will be provided for the duration of the Project, and will be procured from a licensed and experienced firm with competent managers and skilled support staff.

3.1.3 Any provided employee housing will meet host country housing, safety, and sanitation standards. The Project Manager will manage and monitor the housing to ensure such standards are met.

Appendix M

Procedure Description for Ensuring Subcontractors Compliance at all Levels

KRH Ensures that our vendors/ suppliers are in compliance with CTIP requirements from the bidding stage till the completion of subcontracted services through the “Vendor Management Process”. As part of KRH’s management of all tiers within the KRH supply chain we ensure that our contract with first tier subcontractors includes CTIP requirement as a default content (As detailed in Appendix I). This enables to make the CTIP requirement to be a part of our sub-contractor’s contractual obligation. Furthermore, we ensure that all first tier subcontractors cascade the CTIP requirement to second tier subcontractors, and so on.

Furthermore, we will ensure that all first tier subcontractors enforce this same requirement to second tier subcontractors, and so on, until we have assurance that the entire supply chain is in compliance.

We will review Combatting Trafficking in Persons related documents at all tiers, provide guidance for methods to ensure compliance, and follow the prescribed procedures for preventing all KRH agents and subcontractors from engaging in trafficking in persons. KRH will make use of procedures allowing KRH to monitor, detect, and terminate any agents, subcontracts, subcontract employees that have engaged in such activities. Here is an example of a procedure template:

Step 1 – Engage Stakeholders and Partners

- Understand the importance of getting external entities involved in your social compliance system.
- Become familiar with the various forms that engagement can take, including specific examples of partnerships and other collaboration.
- Identify and engage with your stakeholders, including identification of community impacts and social vulnerabilities.

Step 2 – Assess Risks and Impacts

- Understand the importance of risk and impact assessment as part of an overall due diligence approach.
- Understand supply chain mapping as a critical step in assessing risks and impacts of labor abuse.
- Learn the steps involved in risk and impact assessment and what resources are available.
- Know how to use your assessment information and available resources.

Step 3 – Develop a Code of Conduct

- Know the main standards that should be included in a good code of conduct.
- Understand the basic steps involved in developing and revising a code.
- Become familiar with industry or cross-sector codes that may be relevant to you.

Step 4 – Communicate and Train Across the Supply Chain

- Identify the people and groups to whom you should communicate and provide training.
- Define the topics that should be covered in communication and training activities for each group.
- Learn about appropriate communication channels and training formats for different audiences.
- Understand how to put effective grievance mechanisms in place.

Step 5 – Monitor Compliance

- Understand the personnel requirements for your auditing activities.
- Know what tools your auditors need to do their job.
- Decide how you will schedule audits.
- Understand the components and flow of a typical audit.
- Learn good practices for managing, analyzing and using audit data.

Step 6 – Remediate Violations

- Understand the distinction between correcting a violation and implementing systems to prevent it from recurring.
- Learn about specific actions you can take to correct child labor and forced labor violations and prevent them from recurring.
- Understand the basic structure of a Corrective Action Plan (CAP) as well as options for developing and implementing one.

Step 7 – Independent Review

- Understand the difference between auditing and independent review, and understand the importance of independent review as a critical step in the social compliance process.
- Learn how impact evaluation may benefit your program.

Step 8 – Report Performance and Engagement

- Understand the reasons for reporting publicly on social compliance programs, and the benefits for companies.
- Understand the nature and scope of the information that should be reported.
- Get a sense of the work involved in preparing and issuing public reports.
- Understand how to build engagement on issues of social compliance.