

# THE IRIS STANDARD

Version 1.2, 2019



## PREAMBLE

IRIS is a global multi-stakeholder initiative that supports governments, civil society, the private sector and recruiters to establish ethical recruitment as a norm in cross-border labour migration. The goal of IRIS is to make international recruitment fair for everyone involved: migrant workers, employers, recruiters and countries of origin and destination. It does this by: Promoting respect for the rights of migrant workers; Enhancing transparency and accountability in recruitment; Advancing the Employer Pays Principle; Strengthening public policies, regulations and enforcement mechanisms.

IRIS is referred to under Objective 6 of the Global Compact for Safe, Orderly and Regular Migration and a number of other inter-governmental frameworks.

IRIS priorities include: 1) awareness raising and capacity building, 2) migrant worker voice and empowerment, 3) the regulation of international recruitment, 4) voluntary certification of private recruitment agencies, and 5) stakeholder partnership and dialogue.

This document contains the IRIS Standard which consists of seven Principles supported by specific Criteria. The IRIS Standard is a key document in the IRIS compliance system and is used to verify labour recruiters' compliance with the ethical recruitment principles.

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



## GENERAL PRINCIPLE A: Respect for Laws, and Fundamental Principles and Rights at Work

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

### CRITERION A.1: The labour recruiter is compliant with all applicable laws in its countries of operation.

Indicators:

- A.1.1 The labour recruiter possesses a valid licence or authorization, to perform recruitment services in all countries of its operation and is in good standing in such jurisdictions.
- A.1.2 The labour recruiter has policies and procedures that respect all applicable laws and regulations in its countries of operation.
- A.1.3 There are no court decisions related to unethical recruitment practices against the labour recruiter.

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

Indicators:

- A.2.1 The labour recruiter's policies and procedures are aligned with international standards on prohibition of forced labour and demonstrate recruiter's commitment to eliminate forced labour and trafficking in persons in its operations and/or in services or operations of its business partners and sub-agents to which they are directly linked.
- A.2.2 The labour recruiter, at all stages of the recruitment process, does not expose migrant workers to forced labour.

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

Indicators:

- A.3.1 The labour recruiter has policies and procedures that reflect its commitment not to recruit migrant workers who are under the age of 18.
- A.3.2 The labour recruiter has a procedure in place to verify each migrant workers' age as a part of the recruitment process.
- A.3.3 The labour recruiter has a remedial procedure in place, in cases where it was revealed that a migrant worker under the age of 18 was recruited.

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

Indicators:

- A.4.1 In the recruitment process, the labour recruiter does not discriminate against jobseekers based on their support for or membership of a trade union.
- A.4.2 Service agreements between the labour recruiter and job seekers do not prohibit or discourage from joining or forming trade unions and bargain collectively.
- A.4.3 The labour recruiter does not retaliate against migrant workers based upon their support or participation in any trade union or collective bargaining process.

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

Indicators:

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

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

Indicators:

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

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



## **GENERAL PRINCIPLE B: Respect for Ethical and Professional Conduct**

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

**CRITERION B.1: The labour recruiter's management system complies with the IRIS Principles.**

Indicators:

B.1.1 The labour recruiter conducts ongoing risk assessments to identify risks related to its own operations and its relationships with business partners used.

B.1.2 The labour recruiter uses outcomes of ongoing risk assessments to improve the labour recruiter's business operations and minimize risk.

B.1.3 The labour recruiter's top management demonstrate support of a management system to effectively implement the requirements of laws, regulations, contracts, and the IRIS Standard.

B.1.4 The labour recruiter's policies, procedures, processes and practices are consistent with the IRIS Principles and treat all migrant workers with dignity and respect.

B.1.5 The labour recruiter creates and maintains sufficient management system documents and records to demonstrate ongoing conformity with the requirements of law, regulations, contracts and the IRIS Standard.

B.1.6 The labour recruiter ensures its employees and sub-contractors are aware of its policies and procedures and demonstrate the competence needed to effectively implement them in daily practice.

B.1.7 The labour recruiter monitors its performance and the performance of its business partners in meeting the requirements of laws, regulations, contracts and the IRIS Standard.

B.1.8 The labour recruiter's top management conducts regular systematic management system reviews to identify gaps and analyze ongoing performance to ensure that it continuously meets or exceeds the requirements of laws, regulations, contracts, and the IRIS Standard.

B.1.9 The labour recruiter identifies actual and potential nonconformities and effectively addresses them through the implementation of appropriate corrective and preventive action.

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

Indicators:

- B.2.1 The labour recruiter has a service agreement with employers and end-user employers when applicable, which effectively details the commercial and operational arrangements between them in accordance with IRIS requirements, including provisions on charging no recruitment fees or related costs or withholding deposits from jobseekers, on due diligence and on post-deployment monitoring of wellbeing of recruited workers in the destination country.
- B.2.2 The labour recruiter recruits for employers and end-user employers that comply with all applicable laws and have licences and/or certifications to operate as businesses.
- B.2.3 The labour recruiter only recruits for employers and end-user employers which have no, past or current, legal or other proceedings relevant to labour and/or human rights abuses concerning them.
- B.2.4 The labour recruiter verifies, through publicly available sources that the employer is not in violation of employment standards or in bankruptcy protection, and checks media and other available sources for any issues requiring particular attention that might be indicators of labour violations and/or human rights abuses.
- B.2.5 The labour recruiter does not place migrant workers with employers/end-user employers where there is likelihood their human rights or labour standards may be violated.
- B.2.6 The labour recruiter verifies that the migrant workers' employment contracts respect all applicable laws.
- B.2.7 The labour recruiter routinely and effectively verifies that IRIS Principles are honored by the employer, the end-user employer and other related parties.
- B.2.8 The labour recruiter maintains open avenues for communication with migrant workers for their feedback about employment conditions, without a fear of reprisal, and has a mechanism to act or respond to workers' feedback.
- B.2.9 The labour recruiter maintains a current roster of employers and end-user employers.

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

Indicators:

- B.3.1 The labour recruiter has a service agreement with recruitment business partners which effectively details the commercial and operational arrangements between them in accordance with IRIS requirements, including provisions on charging no recruitment fees or related costs or withholding deposits from jobseekers, requiring disclosure of any subcontractors and prohibition of subcontracting without disclosure to the labour recruiter.
- B.3.2 The labour recruiter has a mechanism in place to verify if the service agreement provisions are adhered to and to remedy in case they are not.
- B.3.3 The labour recruiter examines recruitment business partners and subcontractors' policies and procedures vis-à-vis compliance with applicable laws and the IRIS Principles.
- B.3.4 The labour recruiter works only with recruitment business partners and subcontractors at all levels that comply with applicable laws and operate consistent with the IRIS Principles.
- B.3.5 The labour recruiter maintains and regularly updates a roster of recruitment business partners and subcontractors and is able to identify and supply details of all recruitment business partners and subcontractors.
- B.3.6 The labour recruiter verifies, through publicly available sources that the business partners and subcontractors are not in violation of recruitment and employment standards or in bankruptcy protection, and checks media and other available sources for any issues requiring particular attention that might be indicators of human rights abuses.
- B.3.7 The labour recruiter effectively verifies that IRIS Principles are honored by business partners, subcontractors, and related parties.
- B.3.8 The labour recruiter puts in place a feedback mechanism for migrant workers about practices of subcontractors and business partners.



## PRINCIPLE 1: Prohibition of Recruitment Fees and Related Costs to Migrant Workers

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

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

Indicators:

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

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

Indicators:

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

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

Indicators:

- 1.3.1 Job advertisements for migrant workers clearly stipulate that recruitment fees and related costs will not be charged to the jobseekers.
- 1.3.2 Contracts, offer letters or any other type of communication with the migrant workers clearly state that recruitment fees and related costs will not be charged to them.
- 1.3.3 Any applicable expenses outside the definition provided below, payable by the migrant workers are clearly specified and properly explained to them.



## PRINCIPLE 2: Respect for Freedom of Movement

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

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

Indicators:

- 2.1.1 Passports, other identity documents, or any other personal documents are held only for the purpose of processing the migrant workers' documents with relevant authorities during the recruitment process as required by applicable law.
- 2.1.2 The migrant workers are able to obtain their identity or other documents at any time.
- 2.1.3 The labour recruiter keeps a written log with clear indication of the purpose and date when documents were remitted and returned to the migrant workers.
- 2.1.4 The migrant workers demonstrate clear and explicit knowledge and understanding of the reasons why their identity or other documents are required and held by the recruiter.
- 2.1.5 Migrant workers demonstrate knowledge of the exact location of their documents and how they could access them, when held by the recruiter.
- 2.1.6 The labour recruiter's copy of a consent form signed by the worker is available upon simple request.

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

Indicators:

- 2.2.1 Bankbooks, bank cards, deeds to real or personal property are neither requested nor retained by the labour recruiter at any stage of the recruitment process.
- 2.2.2 There are no substantiated reports from migrant workers documenting recruiters requesting them to submit bankbooks, bank cards, deeds to real property or any other personal property.

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

Indicators:

- 2.3.1 The service agreements and employment contracts with migrant workers do not contain clauses that prevent them from terminating their employment with the employer in accordance with the terms and conditions of the contract.
- 2.3.2 The employment contracts specify the procedures for termination of the contract by the employer and for reconsideration or appeal by the migrant workers of any such termination, which are consistent with applicable law.
- 2.3.3 The labour recruiter ensures that migrant workers' working hours and free time are clearly defined.
- 2.3.4 The labour recruiter ensures that migrant workers are free to leave their work place and/or place of accommodation during their free time.





## PRINCIPLE 3: Respect for Transparency of Terms and Conditions of Employment

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

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

Indicators:

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

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

Indicators:

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

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

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

Indicators:

- 3.3.1 A record is kept by the labour recruiter of when and how contracts are offered to migrant workers.
- 3.3.2 Documentation confirms that the contracts are shared with migrant workers with adequate time to review prior to signing and subsequent deployment.

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

Indicators:

- 3.4.1 There are no indications of direct or indirect coercion by the labour recruiter or its business partner or subcontractors to facilitate the contractual relationship with migrant workers.
- 3.4.2 Contract conditions and employment relationships are explained to migrant workers during recruitment with adequate time to understand the full implications of the contract prior to signing.
- 3.4.3 Migrant workers demonstrate clear understanding of the terms and conditions of the employment contract.
- 3.4.4 Migrant workers acknowledge that the contract and agreement were signed and agreed of their own free will.



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

Indicators:

- 3.5.1 There is no discrepancy between the contract on file signed by the migrant worker, the contract held by migrant worker and the actual employment conditions.
- 3.5.2 The labour recruiter keeps a record that any amendments to the contract were introduced with migrant workers' prior informed written consent.

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

Indicators:

- 3.6.1 The operating procedures of the labour recruiter include mandatory pre-departure orientation training for migrant workers, whether delivered by the labour recruiter, the government, the employer or a third-party service provider.
- 3.6.2 Pre-departure orientation includes, at a minimum, training and information on the rights and obligations related to emigration and immigration, the terms and conditions of the employment contract, information on the working and living conditions in the selected sector and grievance mechanisms.
- 3.6.3 Migrant workers are able to demonstrate the knowledge of PDO content.



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

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

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

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

Indicators:

- 4.1.1 Labour recruiter's operating procedures on data protection are available.
- 4.1.2 Labour recruiter's staff demonstrate awareness of, sign, and apply the data protection policy and operating procedures at all stages of the recruitment process.
- 4.1.3 The procedures on data protection adhere to applicable laws, rules and regulations in countries of origin and destination and to the IRIS Principles.

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

Indicators:

- 4.2.1 The data solicited and processed are limited to matters relevant and necessary to the recruitment process.
- 4.2.2 Personal data collected from migrant workers are stored in a secured location in a safe and confidential manner.
- 4.2.3 Access to personal data is restricted to the worker, the labour recruiter and the employer and if necessary to government authorities for the purposes of immigration, emigration and/or employment in the country of destination.

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

Indicators:

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

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

Indicators:

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



## **PRINCIPLE 5: Respect for Access to Remedy**

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

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

Indicators:

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

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

Indicators:

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

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

Indicators:

- 5.3.1 There is evidence that the labour recruiter informed the migrant workers about available grievance mechanisms.
- 5.3.2 Migrant workers demonstrate a clear understanding of the relevant grievance mechanism(s) and how they could access them.

## Glossary of Key Terms used in this document

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

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

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

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

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

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

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

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

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

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

**Labour recruiter:** refers to any natural or legal person who performs a licensed recruitment function, including recruitment agents and employment agents. For the purpose of IRIS Scheme the term labour recruiter refers to private recruitment agencies that offer labour recruitment services.

**Management Systems:** refer to the way an organization manages the different, interrelated parts of its business, in order to meet its objectives. It is a framework for evaluating business risk and managing resources to properly plan, implement, monitor and improve business practice. For the purpose of IRIS, labour recruiters need to have a formal management system in place (ie something that is document and can be verified by IRIS auditors).

## Glossary of Key Terms used in this document

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

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

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

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

**Recruitment fees and costs:** refer to any fees or costs incurred in the recruitment process in order for workers to secure employment or placement, regardless of the manner, timing or location of their imposition or collection. For the details, please refer to the IRIS Guidance Note on Recruitment Fees and Costs aligned on the ILO Definition of Recruitment Fees and Related Costs.

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

**Sub-agent:** Informal and unlicensed individual agents who, working in usually loose partnerships with labour recruiters, are often the first point of contact for individuals seeking foreign employment. Sub-agents charge fees for their services, which distinguishes them from other individuals within “social networks” that facilitate migration without charging fees. For the purpose of IRIS Scheme sub-agent refers to both formal and informal intermediary who may participate in recruitment of the migrant worker from country of origin.

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