

Anti-trafficking policy and compliance plan

1. Introduction

CoST, the Infrastructure Transparency Initiative, is a registered charity with the Charity Commission for England and Wales and receives funding from the UK and US Governments. As such, CoST has a responsibility to ensure compliance with UK and US regulations, including safeguarding, anti-trafficking and other related matters. This document is part of CoST's safeguarding framework. The other documents included in this framework are:

- Code of conduct
- Complaints procedure
- Safeguarding policy
- Safeguarding procedure and
- Whistleblowing policy

2. Purpose

The purpose of this policy is to make all CoST Board Members and CoST International Secretariat staff, contractors (associated personnel) and sub-grantees (delivery partners) aware of the organisation's anti-trafficking policy and compliance plan and the activities prohibited under this policy and the actions that may be taken if violated. The policy outlines CoST's commitments and informs its personnel of their responsibilities regarding anti-trafficking.

3. Anti-trafficking policy

- a. This policy prohibits CoST-associated personnel from engaging in the following:
 - i. Trafficking in persons.
 - ii. Procuring commercial sex acts that may be directly associated with CoST, including but not limited to during work hours, while attending work-related off-site functions, and at any time while in work travel status.
 - iii. Using forced labour in the performance of CoST activities, including the following acts:
 - o Destroying, concealing, confiscating, or otherwise denying any employee access to their identity or immigration documents, such as a passport or driver's license.
 - o Failing to provide or pay the cost of return transportation at the end of employment for an employee who is not a national of the country where the work took place and who was sent to that country for purposes of CoST business unless the employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action.
 - iv. Soliciting a person for the purpose of employment or offering employment by means of materially false or fraudulent pretences, representations, or promises regarding that employment.
 - v. Charging recruitment or placement fees to prospective employees.
 - vi. Providing or arranging accommodation that fails to meet the host country's accommodation and safety standards.
 - vii. If required by law or contract, failing to provide an employment contract, recruitment agreement, or other required work documents, written in a language the employee understands, that includes details of the work description, wages, work location, living

accommodations (if applicable) and the content of applicable laws and regulations that prohibit trafficking in persons.

viii. Applicable agreements with delivery partners will include a provision proscribing the above Prohibited Activities.

4. Anti-trafficking compliance plan

The anti-trafficking compliance plan consists of:

- a. An awareness-raising programme to inform CoST-associated personnel and delivery partners about the activities prohibited under the above policy and the actions that will be taken against individuals for violations.
- b. A reporting process that will allow CoST-associated personnel and delivery partner staff to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons.
- c. A recruitment and wage plan 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.
- d. An accommodation plan where there is a need to provide or arrange accommodation that ensures it meets host-country accommodation and safety standards.
- e. Procedures to prevent associated personnel and delivery partners at any tier and at any financial value from engaging in trafficking in persons, including activities described in the above policy and to monitor, detect and terminate any agreements that have engaged in such activities.
- f. The procedure for investigating complaints.

a. Awareness-raising programme

- i. CoST holds an annual webinar with its associated personnel to remind them about its Safeguarding Framework, including its anti-trafficking policy, focusing on any changes that have been made in the previous twelve months.
- ii. All the documents in the Safeguarding Framework are publicly available at www.infrastructuretransparency.org

b. Reporting process

- i. All associated personnel and delivery partner staff are required to report any trafficking in persons-related concerns, activities, or violations to CoST. Individuals may report concerns confidentially to CoST's Safeguarding Lead.
- ii. All associated personnel and delivery partner staff who receive a report or hear a concern from another individual must immediately share all pertinent information with CoST's Safeguarding Officer. In addition, any associated personnel who believe they or others have been subjected to Prohibited Activities may submit a report as outlined above or contact the Global Human Trafficking Hotline at +1-844-888-FREE or via email at help@befree.org.
- iii. CoST will promptly and thoroughly investigate all complaints in accordance with established investigation procedures. Every effort will be made to protect the privacy of all complainants, reporters, and subjects of a complaint. Associated personnel and delivery

partner staff shall cooperate and ensure the cooperation of persons and entities (under their control) with CoST and CoST-designated parties in any child abuse-related investigation.

- iv. CoST strictly prohibits retaliation against any CoST-associated personnel and delivery partner staff. CoST personnel and delivery partner staff who engage in retaliation against those who report Prohibited Activities or other Policy violations are subject to disciplinary action, up to and including termination.
- v. CoST will make all required disclosures as outlined in its Compliance Plan. As required under applicable donor policies and regulations, CoST will report allegations or suspicions of child abuse to donors and cooperate with donor investigations. As appropriate and with the expressed desire of the victim, CoST will make reports to government agencies with authority over the criminal prosecution of child abuse offences.

c. Recruitment and wage plan

- i. CoST prohibits the use of any misleading or fraudulent recruitment practices during the recruitment of staff or contractors or the offering of employment to staff or contractors.
- ii. CoST must fully and accurately disclose, in a format and language accessible to the International Secretariat staff and contractors all key terms and conditions of employment, including wages and benefits, work location, living conditions, accommodation and associated costs (where provided or arranged by CoST), significant costs to be charged to the employee, and, if applicable, the hazardous nature of the work.
- iii. CoST prohibits the use of recruiters that do not have trained employees, or that do not comply with all labour laws of the country where the recruitment takes place.
- iv. CoST prohibits charging recruitment fees to any individual employee.
- v. CoST will pay all employees' wages that meet applicable host-country legal requirements or will explain any variance.
- vi. Where required by law or contract, CoST will provide to every staff or contractor a contract, recruitment agreement or other required work document, written in a language the individual understands, containing all required information about the terms of conditions of engagement, which may include, by way of example work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in person. If the staff member or contractor must relocate to perform the work, CoST will provide the required work document at least five (5) days prior to relocation.
- vii. CoST prohibits destroying, concealing, confiscating or otherwise denying any staff member or contractor access to his or her identity or immigration documents.
- viii. CoST will provide or pay the cost of return transportation at the end of an agreement for any staff or contractor who is not a national of the country where the work took place and was brought into the country by CoST for purposes of working on its activities.

d. Accommodation plan

If/when CoST provides or arranges accommodation for employees, the accommodation will meet the host country's standards for accommodation and safety.

e. CoST contractor and delivery partner compliance

- i. All CoST contractors and delivery partners, at any tier, engaged in the performance of a service level agreement or a sub-grant agreement must agree to comply with the Policy and all applicable Anti-Trafficking Provisions relating to UK and US Law.
- ii. All engaged CoST contractors and delivery partners must have a compliance plan to prevent prohibited trafficking-related activities and to monitor, detect and terminate any of its contractors, consultants, suppliers, sub-contractors or sub-recipients engaging in prohibited trafficking-related activities, and provide a copy of its plan to CoST.
- iii. The CoST Delivery Partner's compliance plan must meet the minimum requirements in the Anti-Trafficking Provisions and be appropriate to the size and complexity of the contract, sub-contract or sub-grant agreement with CoST and the nature of the activities to be performed under it.
- iv. Prior to the award of any Supplier Contract, and on an annual basis thereafter, all CoST contractors and delivery partners must submit a certification to CoST:
 - That the CoST contractor or delivery partner has implemented a compliance plan and has complied with its compliance plan; and
 - That after conducting due diligence, to the best of the CoST contractor or delivery partners knowledge and belief, neither it nor any of its employees, or its contractors, consultants, suppliers, sub-contractors, sub-recipients or their employees, have engaged in any prohibited trafficking-related activities, or if any abuses relating to prohibited trafficking-related activities have been found, CoST contractor or delivery partner has taken appropriate remedial and referral actions.
- v. For CoST contractor and delivery partner agreements that may be more susceptible to trafficking-related activities, CoST may, in situations where it has direct access, inspect the CoST contractor or delivery partner's workplace or any accommodation provided by the CoST contractor or delivery partner for signs of trafficking-related activities. In lower-risk situations and when the CoST contractor or delivery partner is remote, CoST will review the contractor's or delivery partner's plans and certifications to ensure they include adequate monitoring procedures and reporting mechanisms.
- vi. If any CoST contractor or delivery partner fails to comply with the Policy, applicable contractual language in their agreement, or applicable Anti-Trafficking Provisions, CoST will take appropriate action to remediate the violation and prevent future violations, including, but not limited to:
 - Requiring the CoST contractor or delivery partner to remove an employee or agent from a project;
 - Requiring the CoST contractor or delivery partner to terminate its relationship with any of their contractors, consultants, suppliers, sub-contractors, or sub-recipients;
 - Suspending payments to the CoST contractor or delivery partner until the violation is remedied;

- Terminating the CoST contractor or delivery partner agreement for cause with immediate effect.

f. Investigation procedure

- If CoST receives credible information from an employee report or any other source alleging prohibited trafficking-related activity, CoST will conduct an investigation, report its findings and determine what, if any, remedial action is appropriate in accordance with its Whistleblowing policy.
- The CoST safeguarding officer will be responsible for immediately notifying the UK and US Government point of contact of the information received and any resulting remedial action taken.
- CoST will cooperate fully with any UK or US Government agencies responsible for any investigations, audits or corrective actions relating to trafficking in persons, including, but not limited to, providing timely and complete responses to document requests, and providing reasonable access to CoST facilities and staff.
- CoST will protect all staff suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited and will not prevent or hinder these employees from cooperating fully with UK or US government authorities.

This Policy will be reviewed every five years by the Board.

Approval date	Changes made	Review date
24/11/2025	First draft	10/11/2025

Annex: Certification Regarding Trafficking in Persons

1. The undersigned certifies that:
 - (a) The contractor or delivery partner, at any tier, or their sub-contractors, employees, labour recruiters, brokers or other agents, shall not engage in:
 - i. Trafficking in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organised Crime) during the period of this Agreement;
 - ii. Procurement of a commercial sex act during the period of this Agreement;
 - iii. Use of forced labour in the performance of this Agreement;
 - iv. Acts that directly support or advance trafficking in persons, including the following acts:
 - Destroying, concealing, or otherwise denying an employee access to that employee's identity or immigration documents;
 - Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
 - exempted from the requirement to provide or pay for such return transportation by DONOR under this Contract; or
 - the employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;
 - Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretences, representations, or promises regarding that employment;
 - Charging employees recruitment fees; or
 - Providing or arranging accommodation that fails to meet the host country's accommodation and safety standards.
 - (b) In the event of a violation of section (a) of this provision, CoST will terminate this Agreement, without penalty, and will pursue any other remedial actions it deems appropriate.
 - (c) If the estimated value of Services required to be performed under the Agreement exceeds USD\$500,000, the Contractor must submit to the CoST Safeguarding Officer the annual "Certification regarding Trafficking in Persons," as required prior to this Contract, and must implement a compliance plan to prevent the activities described above in section (a) of this provision. The Contractor must provide a copy of the compliance plan to the CoST Safeguarding Officer upon request and must post the useful and relevant contents of the plan or related materials on its website (if one is maintained) and at the workplace.
 - (d) The Contractor's or Delivery Partners compliance plan must be appropriate to the size and complexity of the Contract and to the nature and scope of the Services. The plan must include, at a minimum, the following:

- i. An awareness program to inform employees about the trafficking related prohibitions included in this provision, the activities prohibited and the action that will be taken against employees for violations.
 - ii. A reporting process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking, including a means to make available to all employees the Global Human Trafficking Hotline at 1-844-888-FREE and its e-mail address at help@befree.org.
 - iii. A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging of recruitment fees to the employees, and ensures that wages meet applicable host-country legal requirements or explains any variance.
 - iv. An accommodation plan, if the Contractor or any delivery partners intend to provide or arrange accommodation. The housing plan must meet any host-country housing and safety standards.
 - v. Procedures for the Contractor to prevent any agents or subcontractors at any tier and at any dollar value from engaging in trafficking in persons activities described in section (a) of this provision. The Contractor must also have procedures to monitor, detect, and terminate any agents, subcontractors, or subcontractor employees who have engaged in such activities.
- (e) If the Contractor receives any credible information regarding a violation listed in section (a)(1)-(4) of this provision, the Contractor must immediately notify the ___ Contact Representative, and must fully cooperate with any agencies responsible for audits, investigations, or corrective actions relating to trafficking in persons.
- (f) The ___ Contact Representative may direct the Contractor to take specific steps to abate an alleged violation or enforce the requirements of a compliance plan.
- (g) For purposes of this provision, “employee” means an individual who is engaged in the performance of Services under this Contract as a direct employee, consultant, or volunteer of the Contractor or any subcontractor.
- (h) The Contractor must include in all subcontracts issued under the Contract a provision prohibiting the conduct described in section (a)(1)-(4) by the subcontractor or any of its employees or agents. The Contractor also must include a provision authorising the Contractor to terminate the subcontract as described in section (b) of this provision.