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TEMPLATE SERVICE LEVEL AGREEMENT BETWEEN LABOUR RECRUITER AND LABOUR USER CLIENT

**OVERVIEW OF THIS RESOURCE**

The Responsible Recruitment Toolkit Template Service Level Agreement between labour recruiter and labour user client is a document that:

* Enables both labour recruiters and labour user clients to understand their respective obligations during the recruitment, deployment and employment of workers.
* Outlines the services, processes and standards in relation to the recruitment of workers for deployment to and employment with the labour user client.
* Acts as a framework for both parties to work in partnership to establish standards and continually improve the quality of service.
* Will ensure that the labour recruiter’s workers are treated fairly, ethically and legally throughout the recruitment, deployment and employment process.

It is separate to and does not form part of the written and signed commercial contract between the parties.

**Definitions:**

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| --- | --- |
| Labour Provider | A business responsible for recruiting workers and supplying them on a temporary basis to a labour user client. |
| Labour Recruiter | A business responsible for recruiting workers who will then be directly employed/engaged by another business. |
| Labour User Client | A business that employs or uses workers sourced (and where relevant supplied) by a labour recruiter/provider |
| Recruitment Business Partner | Any business providing services that contribute to the recruitment process including recruitment intermediaries and sub-contractor labour providers. |
| Recruitment Intermediary | Offers recruitment services for a labour recruiter/labour provider. There may be several recruitment intermediaries in a labour supply chain. |
| Sub-contractor Labour Providers | A labour provider sub-contracted by another labour provider to supply workers directly to a labour user client, where they cannot meet the supply requirements directly or the business model is set up to supply jobseekers/workers through sub-contractor labour providers. |

**SERVICE LEVEL AGREEMENT BETWEEN**

**[LABOUR RECRUITER] AND [LABOUR USER CLIENT]**

1. **Introduction**

This service level agreement outlines the services, processes and standards in relation to the recruitment of workers by [labour recruiter business name] [“the labour recruiter”] to [labour user client business name] [“the labour user client”].

For this account the labour recruiter’s account manager is [insert name] and labour user client’s account manager is [insert name]. These parties have primary responsibility for the fulfilment of this agreement.

Both parties state their intention to work in partnership to continually improve the quality of service and to ensure that the labour recruiter’s workers are treated fairly, ethically and legally throughout the recruitment, deployment and employment process.

This agreement is separate to and does not form part of the written and signed commercial agreement [“the Contract”] between the parties.

1. **Recruitment and deployment**
   1. The roles that the labour user client requires the labour recruiter to source workers for are:

|  |  |
| --- | --- |
| Job Role | Skills, experience, training, qualifications and other requirements [including destination country language ability] |
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* 1. The labor user client has confirmed that it is compliant with all applicable laws in its countries of operation, including that it:
     + Has the necessary licences and/or certifications to operate as a business
     + Has no past or current, legal or other proceedings relevant to labour and/or human rights abuses
     + Is not in violation of employment standards or in bankruptcy protection.
  2. The labor recruiter has confirmed that it is compliant with the Responsible Recruitment standards and all applicable laws in its countries of operation including that it:
     + Possesses a valid licence or authorisation, to perform recruitment services in all countries of its operation and is in good standing in such jurisdictions
     + Has policies and procedures in place that respect the Responsible Recruitment standards and all applicable laws and regulations in its countries of operation, including on prohibition of forced labour
     + There are no court decisions related to unethical recruitment practices against the labour recruiter.
  3. The labor user client and labor recruiter have agreed the recruitment and registration process, and this is detailed below or appended as follows:
     + The itemised recruitment fees and related costs covered by the labour user client covering all costs of recruitment incurred by the labour recruiter and any recruitment business partners used, as well as overheads and margin [append] and process for informing workers throughout the recruitment process that they should not incur any recruitment fees or related costs
     + The methods for sourcing applicants in a non-discriminatory way
     + The methods for ensuring workers are treated equally throughout the recruitment process and are not discriminated against
     + The process by which the labour recruiter will verify and record the skills, experience, training, qualifications, health, language ability and any tests required and the pass/fail criteria for each job role.
     + Process for verifying each workers’ age
     + Process for ensuring that workers’ passports, identity documents or any other personal documents are held only for the purpose of processing workers’ recruitment
     + Process for establishing eligibility to work in [country, job role etc].
     + Process for ensuring workers have informed consent over the collection and sharing of their personal data

Where workers are recruited from outside the region of the workplace:

* + - The circumstances in which labour recruiters are permitted to recruit workers from outside the region of the workplace are: [insert circumstances].
    - Process and responsibility for providing pre-departure orientation training, which 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
    - Process for providing workers with their employment contract prior to deployment with adequate time for workers to understand the full implications of the contract prior to signing
    - Process for transportation of workers to and from the work destination
  1. The labor recruiter will keep, in a secure location, records for all applicants and workers which contain as a minimum their name, date of birth, address, copy of contract issued and documentation showing entitlement to work in [country, job role etc.].
  2. The labor recruiter commits that it will not make any false promises to jobseekers during the recruitment process particularly with regard to:
     + Unrealistic pay rates and earnings potential
     + Hours and regularity of work that cannot be guaranteed
     + The nature of the work offered
  3. The labour recruiter will provide to workers, prior to deployment, 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, the location[s] where work is to be carried out, the start and expected finish dates, rates of pay and pay arrangements, working hours, vacation and other leave, health and safety risks and steps taken to reduce such risks, any lawful deductions from pay and benefits of employment in accordance with national law.
  4. The labour recruiter commits that it will not charge, directly or indirectly, in whole or in part, any fees or related costs to workers, for services related to recruitment and will ensure that:
     + The labour recruiter’s staff is trained and aware of the labour recruiter’s commitment to the prohibition of the charging of fees or related costs
     + The labour recruiter’s website, general advertisement materials and any other public information channels used, especially those channels targeting jobseekers, clearly indicate that no fees or related costs to job seekers are charged
     + 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
     + The labour recruiter will carry out due diligence with all recruitment business partners used to ensure this principle is upheld
     + Commercial contracts with recruitment business partners contain penalties in case of a business partner’s violation of the policy
     + Contracts, offer letters or any other type of communication with workers clearly state that recruitment fees and related costs will not be charged to them
     + The labour recruiter will notify the labour user client where there have been any violations of this principle and will investigate these thoroughly in collaboration, as agreed with the labour user client
     + All criminal exploitation will be reported to the relevant authorities
     + The labour recruiter will have in place a process to reimburse current and ex-workers that have been charged recruitment fees or costs
     + The labour recruiter maintains records to demonstrate that the labour user client has paid all recruitment fees and related costs
     + Policies, procedures and remediation processes are in line with the guidance available at the [Responsible Recruitment Toolkit website](https://responsiblerecruitmenttoolkit.org/)
  5. The labour recruiter commits that it will not require any worker to hire or purchase goods or services from the labour recruiter or anyone connected as a condition of finding or supplying them with work.
  6. The labour recruiter commits that it will not hold passports, other identity documents, worker permits or other documents of workers without the informed written consent of the worker and only for the purpose of processing the worker’s documents with relevant authorities during the recruitment process as required by applicable law. The labour recruiter will neither request nor retain bankbooks, bank cards, deeds to real or personal property at any stage of the recruitment process
  7. The labour recruiter commits that workers will be treated equally throughout the recruitment process and that it will not discriminate against jobseekers or workers [and the labour user client commits that it will not issue instructions to the labour recruiter to discriminate] on the grounds 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. The labour recruiter ensures that:
     + The labour recruiter’s staff is trained and aware of equality of treatment and non-discrimination principles
     + If a labour user client representative issues a discriminatory instruction to the labour recruiter at any stage, this commitment above will be referred to. If the labour user client representative persists the matter should be reported to [insert name]. The minimum age for workers recruited and supplied by the labour provider is XX.
  8. The minimum age for migrant workers recruited by the labour recruiter is 18 [or higher if the law stipulates a higher age]. Where it is discovered that migrant workers under the age of 18 have been recruited, the labour recruiter will [insert details of remedial procedure or append relevant procedure as appropriate].
  9. The labour recruiter and labour user client participate in the following operational-level grievance mechanisms which workers are informed of and can access:
     + List available labour recruiter, labour user client, industry and state provided grievance mechanisms available to workers
  10. [Add in any additional local statutory or contractual requirements relating to the recruitment and deployment of workers.]

1. **WELFARE OF WORKERS**
   1. The labour user client agrees that workers are free to form or join the association/trade union of their choice without penalty.
   2. Both parties commit that no worker will be subjected to physical or mental mistreatment nor be bonded or forced to work against their will.
   3. Both parties commit that it is prohibited for staff to accept money, favours or gifts from applicants or workers in return for or the anticipation of preferential treatment.
   4. The labour user client commits, and contractual terms support, that workers are free to leave the service of the labour user client, after giving contractual notice, without losing any pay or benefits to which they are entitled nor suffering any other penalty.
   5. The parties agree that workers will not be compelled or coerced to work overtime and are free to leave the work site [with transport provided where relevant] after their shifts ends.
   6. Both parties commit that loans are not made to workers / that loans are made to workers only in the following circumstances [insert circumstances] Where loans are provided, these will always be in writing and will not seek to recover more than the amount loaned.
   7. The labour recruiter’s and labour user client’s procedures for dealing with the following are appended to this agreement and are legal, clear, and communicated to workers with records of actions kept:
      * Worker complaints, grievances and access to remedy
      * Disciplinary issues
      * Complaints of discrimination; bullying; harassment and victimisation [including those made against the labour user client’s staff] - including the operation of a confidential complaints’ mechanism where possible
      * Procedure to be followed if a worker breaches the labour user clients’ conduct or capability standards or otherwise proves unsatisfactory
   8. The labour user client confirms that no fines are taken from workers’ wages as a disciplinary measure.
   9. The labour user client and labour recruiter agree that workers will not be required to work excessive hours. The following are the agreed rest break provisions and minimum rest requirements:

|  |  |
| --- | --- |
| **Category** | **Rest Break Provision / Minimum Requirement** |
| Rest breaks during shifts |  |
| Minimum daily rest between shifts |  |
| Maximum weekly hours |  |
| Weekly rest |  |

* 1. [Add in any additional local statutory or contractual requirements relating to the welfare of workers.]

1. **TACKLING HIDDEN LABOUR EXPLOITATION**
   1. The labour recruiter confirms that it has developed and implemented a “Tackling Hidden Labour Exploitation” HR Policy which may be viewed by the labour user client on request.
   2. The labour recruiter manager with overall responsibility for the “Tackling Hidden Labour Exploitation” HR policy is [insert name or title].
   3. The labour recruiter has completed a risk assessment to identify potential modern slavery risks in its labour supply chain. Using this information, the labour recruiter has taken action to reduce the risk of modern slavery. This information is shared with the labour user client as part of their own risk assessment process. The labour user client supports the labour recruiter to tackle these issues.
   4. The labour recruiter confirms that it has briefed managers, supervisors, and existing agency workers on tackling hidden labour exploitation.
   5. [Add in any additional local statutory or contractual requirements relating to the welfare of workers].
2. **HEALTH AND SAFETY OF WORKERS**
   1. The labour user client confirms that they have appropriate insurance covering any accidents or illness to workers. A copy of the insurance certificate is appended to this agreement.
   2. The person with management responsibility for the health and safety of the labour recruiter’s workers within the labour user client is [insert name or title] and within the labour recruiter is [insert name or title].
   3. The labour user client’s risk assessments for the roles conducted by the labour recruiters workers are available for inspection at [insert location – may be online].
   4. The labour user client confirms responsibility for the provision of induction, job specific and “on the job” health and safety training to workers. The method by which these health and safety training needs will be identified, delivered and recorded is as follows [insert method].
   5. Any health surveillance provided by the labour user client to its own staff, will be provided to workers provided by the labour recruiter.
   6. The process by which the labour user client notifies the labour recruiter regarding any health and safety risks or controls which arise or change at any time to ensure that workers are provided with appropriate pre-commencement instructions and comprehensible information is as follows: [insert process].
   7. The parties agree that they have a responsibility to co-operate and co-ordinate health and safety matters together on an ongoing basis. The process by which the parties ensure that working conditions comply with relevant health and safety legislation on an ongoing basis is as follows: [insert process].
   8. [Add in any additional local statutory or contractual requirements relating to the health and safety of workers.]
3. **Post-deployment monitoring**
   1. Monitoring of the labour user client:
      * The labour recruiter requires the labour user client to self-audit their performance against legal and Responsible Recruitment standard requirements, and this SLA on a regular basis and at least [insert period] to ensure that standards are being maintained in line with the content and spirit of this agreement.
      * The labour recruiter will audit the labour user client’s performance against legal and Responsible Recruitment standard requirements, and this SLA, on at least [insert frequency].
   2. Monitoring of the labour recruiter and its business partners:
      * The labour user client requires the labour recruiter to self-audit their performance against legal and Responsible Recruitment standard requirements, and this SLA, on a regular basis and at least [insert period] to ensure that standards are being maintained in line with the content and spirit of this agreement.
      * The labour user client will audit the labour recruiter’s performance against legal and Responsible Recruitment standard requirements, and this SLA, on at least [insert frequency].
      * The labour user client requires that the labour recruiter audits its business partners performance against legal and Responsible Recruitment standard requirements, and the provisions of its own SLAs with those parties on at least [insert frequency].
   3. Monitoring of recruited workers:
      * The labour recruiter will also maintain contact with recruited workers throughout their contract to monitor worker wellbeing and ensure there have been no changes to their terms and conditions of employment.
   4. [Add in any additional local statutory or contractual requirements relating to post deployment monitoring.]
4. **recruitment business partners**
   1. The labour recruiter may not sub-contract the recruitment of labour to other labour recruiters without the express written permission of the labour user client.
   2. The labor recruiter has confirmed that it only uses third party recruitment business partners who are compliant with the Responsible Recruitment standards and all applicable laws in its countries of operation including that they:
      * Have appropriate licences to trade
      * Have policies and procedures in place that respect the Responsible Recruitment standards and all applicable laws and regulations in its countries of operation, including on prohibition of forced labour
      * Have no past or current, legal or other proceedings relevant to labour and/or human rights abuses
      * Are not in violation of employment standards or in bankruptcy protection
   3. Where recruitment business partners are used, there is a copy of the Contract and the Service Level Agreement [which follows the format of this document] between the labour recruiter and all recruitment business partners appended to this agreement.
   4. All recruitment business partners are subject to effective due diligence prior to engagement and at least annually thereafter to ensure compliance with the Contract and Service Level Agreement.
5. **Working in Partnership**
   1. Both the labour recruiter and labour user client will endeavour to comply with the content and spirit of this agreement.
   2. Performance of the SLA will be measured against the following Key Performance Indicators:

|  |  |
| --- | --- |
| KPI Description | Standard Expected |
| Orders received by cut-off |  |
| Fulfilment |  |
| Worker Quality |  |
| Responsible Recruitment |  |
| Customer Service |  |
| Others [Specify] |  |

* 1. Contract Review Meetings will be held as follows:

|  |  |  |
| --- | --- | --- |
| Regularity | Attendees | Agenda |
| Weekly |  |  |
| Monthly |  |  |
| Quarterly |  |  |
| Annually |  |  |

* 1. Escalation Process: If issues are not resolved between the labour user client and labour recruiter account managers to the satisfaction of either party it can be taken outside the agreed review process and raised with [insert name] and [insert name] who commit to discuss the issue within [insert number] working days.

Serious issues may be raised to [insert name] on [insert emergency contact number] immediately.

|  |  |
| --- | --- |
| On behalf of the labour user client: | On behalf of the labour recruiter: |
| Signed: | Signed: |
| Name: | Name: |
| Job Title: | Job Title: |
| Date: | Date: |