

# **NRECA International Combatting Trafficking in Persons and Safeguarding Against Exploitation, Sexual Abuse, Child Abuse and Child Neglect Compliance Plan**

**1. Purpose and Scope.** NRECA International’s anti-trafficking and safeguarding policies align with U.S. legal requirements and international standards that prevent trafficking in persons and protect individuals from exploitation, sexual abuse, child abuse, and child neglect. Relevant standards include but are not limited to: (1) USAID’s Mandatory Standard Provision M20 – Trafficking in Persons; (2) USAID’s Mandatory Standard Provision M27 – Safeguarding Against Exploitation, Sexual Abuse, Child Abuse, and Child Neglect; (3) Inter-Agency Standing Committee’s Six Core Principles Relating to Sexual Exploitation and Abuse; and (4) International Child Safeguarding Standards.

All Covered Individuals (as defined in Section 2 – Definitions below) are required to adhere to NRECA International’s anti-trafficking and safeguarding policies, which prohibit individuals from engaging in prohibited conduct and require individuals to report any known, observed, or suspected human-trafficking-related activity, exploitation, sexual abuse, child abuse, child neglect, or other harm that occurs as a result of an individual’s engagement with NRECA International activities.

The purpose of this NRECA International Combatting Trafficking in Persons and Safeguarding Against Exploitation, Sexual Abuse, Child Abuse, and Child Neglect Compliance Plan (“Plan”) is to outline the policies, standards, and procedures that NRECA International has implemented to prevent, detect, address, and respond to instances or potential instances of human-trafficking-related activity, exploitation, sexual abuse, child abuse, and child neglect. All Covered Individuals are required to implement, adhere to, and support the provisions of this Plan, regardless of the funding mechanism or U.S. federal government award amount.

**2. Definitions.** For purposes of this Plan, the following terms shall have the meanings set forth in this below.

(a) “Abuse or threatened abuse of law or legal process” means the use or threatened use of a law or legal process, whether administrative, civil, or criminal, in any manner or for any purpose for which the law was not designed, in order to exert pressure on another person to cause that person to take some action or refrain from taking some action.

(b) “Agent” means any individual, including a director, officer, independent contractor, subrecipient, or other person authorized to act on behalf of NRECA International.

(c) “Child” means a person younger than 18 years of age, regardless of the legal age of majority or consent in the local country or jurisdiction.

(d) “Child abuse” means emotional, physical, sexual, or any other abuse or ill-treatment carried out against a child by an adult.

(e) “Child neglect” means a failure to provide for a child’s basic needs in the absence of the child’s parent(s) or legal guardian(s) when the care of the child is associated with activities supported by or connected to a federal award.

(f) “Coercion” means: (i) Threats of serious harm to or physical restraint against any person; (ii) 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 (iii) the abuse or threatened abuse of the legal process (as further defined herein).

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

(h) “Covered Individual” means any employee, officer, board of director member, agent, intern, volunteer, consultant, contractor, supplier, vendor, subcontractor, or subrecipient of NRECA International or of a NRECA International agent, contractor, supplier, vendor, subcontractor, or subrecipient.

(i) “Emotional child abuse or ill-treatment” means injury to the psychological capacity or emotional stability of the child caused by acts, threat of acts, or coercive tactics.

(j) “Employee” means: (i) an individual who is engaged in the performance of activities supported by or connected to a federal award in the capacity of a direct employee, consultant, or volunteer of a recipient, subrecipient, or a lower-tier subrecipient; or (ii) another person engaged in the performance of the project or program under an award and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.

(k) “Exploitation” means any actual or attempted abuse of a position vulnerability, differential power, or trust, including for purposes of profiting monetarily, socially, politically, or otherwise. When carried out for a sexual purpose, such exploitation constitutes “sexual exploitation.”

(l) “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.

(m) “ Forced labor” means knowingly providing or obtaining the labor or services of a person: (i) by threats of serious harm to, or physical restraint against, that person or another person; (ii) 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 (iii) by means of the abuse or threatened abuse of law or the legal process.

(n) “Involuntary servitude” means a condition of servitude induced by: (i) any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in

such condition, that person or another person would suffer serious harm or physical restraint; or (ii) the abuse or threatened abuse of the legal process.

(o) “Physical child abuse” means an act or failure to act resulting in injury (which need not be visible) or unnecessary or unjustified pain or suffering without causing injury, harm, or risk of harm to a child’s health, welfare, or death.

(p) “Recruitment fee” 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. Recruitment fees include, but are not limited to, the following categories of fees when such fees are associated with the recruiting process: (A) advertising; (B) obtaining permanent or temporary labor certification, including any associated fees; (C) processing applications and petitions; (D) acquiring visas, including any associated fees; (E) acquiring photographs and identity or immigration documents, such as passports, including any associated fees; (F) accessing the job opportunity, including required medical examinations and immunizations, background, reference, and security clearance checks and examinations, and additional certifications; (G) an employer's recruiters, agents or attorneys, or other notary or legal fees; (H) language interpretation or translation, arranging for or accompanying on travel, or providing other advice to employees or potential employees; (I) government-mandated fees, such as border crossing fees, levies, or worker welfare fund; (J) transportation and subsistence costs: (1) while in transit, including, but not limited to, airfare or costs of other modes of transportation, terminal fees, and travel taxes associated with travel from the country of origin to the country of performance and the return journey upon the end of employment, and (2) from the airport or disembarkation point to the worksite, (i) security deposits, bonds, and insurance, and (ii) equipment charges. A recruitment fee, as described above, is a recruitment, regardless of whether the payment is: (A) paid in property or money; (B) deducted from wages; (C) paid back in wage or benefit concessions; (D) paid back as a kickback, bribe, in-kind payment, free labor, tip, or tribute; or (E) collected by an employer or a third party, whether licensed or unlicensed, including, but not limited to: (1) agents, (2) labor brokers, (3) recruiters, (4) staffing firms (including private employment and placement firms), (5) subsidiaries/affiliates of the employer, (6) any agent or employee of such entities, and (7) subcontractors at all tiers.

(q) “Severe forms of trafficking in persons” means: (i) 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 (ii) 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.

(r) “Sex trafficking” means the recruitment, harboring, transportation, provision, obtaining, patronizing, or soliciting of a person for the purpose of a commercial sex act.

(s) “Sexual abuse” means any actual or threatened physical intrusion of a sexual nature toward another person whether by force or under unequal or coercive conditions. Any sexual activity between a Child and an adult constitutes “child sexual abuse,” regardless of whether the adult uses force or unequal or coercive conditions.

**3. Prohibited Conduct.** NRECA International has a zero-tolerance policy regarding any Covered Individual who engages in any conduct prohibited under this Plan. NRECA International employees, officers, board of director members, intern, volunteers, consultants, and those of NRECA International's vendors, contractors, subcontractors, subrecipients, and others working on behalf of NRECA International are strictly prohibited from engaging in:

- 1) Severe forms of trafficking in persons;
- 2) Procurement of commercial sex acts;
- 3) Use of forced labor;
- 4) Acts that directly support or advance trafficking in persons, including the following acts:
  - a) Destroying, concealing, removing, confiscating, or otherwise denying access by any means to an employee's identification or immigration documents;
  - b) 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: (A) exempted from the requirement to provide or pay for such return transportation by USAID under a particular award; or (B) 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;
  - c) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
  - d) Charging recruited employees a placement or recruitment fee; or
  - e) Providing or arranging housing that fails to meet the host country housing and safety standards.
- 5) Any exploitation, sexual abuse, child abuse, or child neglect, supporting or advancing such prohibited acts, or intentional ignorance or failure to act upon allegations of such prohibited acts.

A violation of this Plan or NRECA International's other policies or procedures may result in disciplinary action, up to and including immediate termination of employment or other relationship with NRECA International.

**4. Consequences for Prohibited Conduct.** Any Covered Individual who engages in any conduct prohibited under this Plan or other policies, fails to report or support an investigation regarding conduct prohibited under this Plan or other policies, or otherwise violates the requirements of this Plan, other policies, or related procedures will be subject to immediate disciplinary action, up to and including immediate termination of employment or other relationship with NRECA International.

NRECA International may take or assist with legal action against any person who engages in conduct prohibited under this Plan, including, but not limited to, referring the matter to the relevant authorities for appropriate action, including criminal prosecution, in all relevant jurisdictions.

When an individual working on behalf of a lower-tier subrecipient engages in conduct prohibited under this Plan, NRECA International may terminate the lower-tier subrecipient's contractual relationship with NRECA International. In such instance, NRECA International may pursue any contractual or other legal or equitable remedies that be available.

**5. Awareness Program.** NRECA International is committed to providing a safe environment for children, holding all Covered Individuals to high standards of conduct, and implementing policies and procedures to prevent trafficking in persons and protect individuals from exploitation, sexual abuse, child abuse, child neglect (both in person and virtually), and responding to any issues or concerns related to the foregoing.

NRECA International provides periodic mandatory training in ethics and compliance. In addition, NRECA International conducts periodic training activities with its personnel to review the requirements of specific federal awards, including those relating to combatting trafficking in persons and safeguarding requirements.

An online Combatting Trafficking in Persons training developed by the U.S. Department of State and the U.S. Department of Homeland Security is also available to NRECA International personnel at the following link: <https://www.state.gov/humantrafficking-public-awareness-training/>.

Additional resources on safeguarding developed by USAID are available online at the following link: <https://www.usaid.gov/safeguarding-and-compliance/partners>.

This Plan is distributed at least annually to all NRECA International personnel and is also available at <https://www.nrecainternational.coop/safeguarding-policy/>. For beneficiaries of U.S. federal government awards related to NRECA International activities, this Plan is available at <https://www.nrecainternational.coop/safeguarding-policy/>. For NRECA International contractors, vendors, suppliers, subcontractors, subrecipients, and others acting on behalf of NRECA International, this Plan is available at <https://www.nrecainternational.coop/safeguarding-policy/>.

**6. Reporting Requirements and Procedures.** All Covered Individuals are required to report all known, suspected, or alleged violations of NRECA International's policies regarding human-trafficking and safeguarding or this Plan. All Covered Individuals are required to report all

known, suspected, or alleged instances of human-trafficking-related activities, exploitation, sexual abuse, child abuse, and child neglect. NRECA International's policies regarding human-trafficking and safeguarding contain processes and procedures for raising issues and concerns regarding compliance and known, suspected, or alleged violations without fear of retaliation. NRECA International provides anonymous means of reporting such issues or concerns, which are as follows:

Toll-Free Telephone Hotline: 1-855-653-7072; or

Web-based Reporting: <https://secure.ethicspoint.com/domain/media/en/gui/34555/index.html> ([nreca.ethicspoint.com](https://nreca.ethicspoint.com)).

In addition, individuals may also use external hotline resources provided by the Global Human Trafficking Hotline at 1-844-888-FREE (3733) or via email at [help@befree.org](mailto:help@befree.org), or the National Human Trafficking Resource Center Hotline at 1-888-373-7888 or via online means available at <https://humantraffickinghotline.org/en/report-trafficking>.

If NRECA International becomes aware of any allegation that a Covered Individual has engaged in any prohibited conduct, NRECA International will timely conduct a thorough investigation into such allegations, take appropriate action under the circumstances, and make any required notifications to government agencies. When responding to alleged prohibited conduct and conducting investigations, NRECA International requires all Covered Individuals to use a survivor-centered approach, which ensures the survivor's dignity, experiences, considerations, needs, and resiliencies are placed at the center of the process. When a child is involved, NRECA International requires all Covered Individuals to make a best interest of the child determination, which considers the best possible outcome for a vulnerable child who has been exposed to violence, abuse, exploitation, or neglect, for responding to the allegations of prohibited conduct.

Whenever NRECA International receives credible information from any source that alleges that NRECA International's or a lower-tier subrecipient's employee, agent, intern, or any other person provided access or contact with beneficiaries under a federal award has engaged in any prohibited conduct, NRECA International shall immediately inform the designated U.S. federal government personnel with such information, as required by applicable U.S. laws, rules, or regulations.

#### **7. Measures to Reduce Risk of Exploitation, Sexual Abuse, Child Abuse, and Child Neglect.**

NRECA International is committed to providing a safe environment for children, both in person and virtually, holding all Covered Individuals to high standards of conduct, and implementing policies and procedures to prevent exploitation, sexual abuse, child abuse, and child neglect, and responding to any issues or concerns related to a child's engagement with NRECA International. Accordingly, Covered Individuals at all levels are responsible for developing and supporting a safe environment that protects children. For NRECA International activities that involve interaction with a child, Covered Individuals are required to implement child-specific risk mitigation measures. Such measures include, but are not limited to:

- 1) Limiting unsupervised interactions with children, both in person and virtually, when acting pursuant to an award;
  - a) Whenever possible, where activities or services involve children, two or more adults should be present and involved to supervise the activity or service;
  - b) No child should be alone with a Covered Individual, unless absolutely necessary after obtaining parental or legal guardian and supervisor consent;
  - c) Whenever one-on-one interactions between a Covered Individual acting pursuant to an award and a child are absolutely necessary, interactions should take place in a public area, in a room where the interaction may be observed at all times, or in a room with the door open;
  - d) No Covered Individual acting pursuant to an award may stay alone overnight with a child, other than the Covered Individual's own child;
- 2) Covered Individuals acting pursuant to an award are prohibited from engaging with a child outside the role of a professional or volunteer relationship;
  - a) Covered Individuals acting pursuant to an award are prohibited from communicating with a child, whether in person or virtually, for any purpose other than official NRECA International activities;
- 3) Covered Individuals acting pursuant to an award are prohibited from any form of discrimination against, exclusion of, or favor toward a particular child;
- 4) Any agreement between NRECA International and a contractor, vendor, subcontractor, or subrecipient pursuant to an award shall include language regarding child safeguarding to ensure compliance with all applicable laws and standards, and to protect children from exploitation, sexual abuse, child abuse, and child neglect;
- 5) For any project pursuant to an award that involves in-person or virtual interaction with children or other at-risk populations, Covered Individuals acting pursuant to an award shall evaluate project-specific risks and develop and implement measures to mitigate those project-specific risks;
- 6) Covered Individuals acting pursuant to an award shall comply with all applicable laws, regulations, and customs concerning any project or activity that may involve taking or using photographs, stories, or other media content featuring children;
  - a) Whenever feasible, Covered Individuals acting pursuant to an award should obtain written consent of a child's parent(s) or legal guardian(s) where a project or activity pursuant to an award may involve taking or using photographs, stories, or other media content featuring children.

**8. Recruitment and Wage Plan.** NRECA International is committed to the highest ethical standards in recruitment and fair wage practices. NRECA International does not, and does not allow others to, use any misleading or fraudulent practices related to the recruitment of employees or prospective employees. NRECA International only uses credible and established recruitment companies with trained employees to assist in recruiting employees or prospective employees. NRECA International requires full and accurate disclosure of all material terms and conditions of employment, including wages and benefits, work location, living conditions, housing conditions and associated costs (where applicable), and (if applicable) potential hazards associated with employment. NRECA International complies with all applicable laws and regulations concerning employment. NRECA International does not, and does not allow others to, charge recruitment fees to an employee or prospective employee. NRECA International conducts research to determine fair and equitable wages for its employees that meet applicable host-country laws, regulations, and standards.

**9. Housing Plan.** NRECA International does not typically provide or arrange housing for its employees. Covered Individuals are required to take appropriate steps to ensure that NRECA International and its contractors, subcontractors, and subrecipients obtain housing that meets local housing and safety standards.

**10. Procedures Regarding Contractors, Subcontractors, and Subrecipients.** In all agreements with any contractor, supplier, vendor, subcontractor, or subrecipient, NRECA International include all applicable anti-trafficking and safeguarding provisions as required by U.S. laws, rules, and regulations. NRECA International requires that all contractors, suppliers, vendors, subcontractors, and subrecipients be subject to the provisions of its anti-trafficking and safeguarding policies and this Plan.

All NRECA International contractors, suppliers, vendors, subcontractors, and subrecipients are required to monitor, detect, and terminate agents, contractors, subcontractors, subrecipients, and/or the employees, agents, or representatives of all such entities who have engaged in any prohibited conduct.

All NRECA International contractors, suppliers, vendors, subcontractors, and subrecipients, who witness prohibited conduct or receive information regarding alleged prohibited conduct must promptly report such conduct in accordance with Section 6 – Reporting Requirements and Procedures.

All NRECA International contractors, suppliers, vendors, subcontractors, and subrecipients are required to fully cooperate in any investigation regarding prohibited conduct and provide truthful information to any investigators.

Violations of this Plan may result in immediate termination of the contractual relationship between the contractor, supplier, vendor, subcontractor, or subrecipient and NRECA International.

**11. Retaliation Prohibited.** NRECA International strictly prohibits any retaliation against anyone, including Covered Individuals, who provide information regarding allegations of



conduct prohibited under this Plan, or who participate in any internal or external investigation into allegations of prohibited conduct. Retaliation occurs, but is not limited to instances, when an individual harms or threatens to harm another person in any way for reporting or expressing an intent to report what they believe in good faith to be a violation of this Plan, assisting others in reporting any such Plan violations, or participating in investigations related to this Plan.

All suspected or known instances of retaliation shall be promptly reported using the procedures set forth in Section 6 – Reporting Requirements and Procedures above. Any individual who engages in retaliation related to this Plan shall be subject to immediate disciplinary action up to and including termination of employment or other relationship with NRECA International.