

Dell Vulnerable Worker Policy

Updated 2022

Dell Labor Policy: Vulnerable Workers

Objectives and Scope

At Dell Technologies we believe everyone deserves to be treated with dignity and respect. Our commitment and actions to assure respect for the internationally recognized human rights of people throughout our value chain are set out in the [Dell Human Rights Policy](#). This policy underscores Dell's commitment and clarifies requirements to ensure respect for the rights of all workers, including temporary, migrant, student, contract, direct employees and any other worker. This policy is included in the [Dell Supplier Principles](#) with which our suppliers are expected to comply. For purposes of this policy, the term "supplier" includes any contractors, subcontractors or agents of supplier.

General Labor Standards

1. Forced, bonded (including debt bondage) or indentured labor, involuntary prison labor, slavery or trafficking of persons shall not be utilized at any tier within Dell's supply chain. Suppliers shall not transport, harbor, recruit, transfer or receive persons by means of threat, force, coercion, abduction or fraud for labor or services.
2. Suppliers shall not place unreasonable restrictions on workers' freedom of movement in the facility, nor place unreasonable restrictions on entering or exiting company-provided facilities.
3. As part a suppliers' hiring processes, suppliers must provide migrant workers with a written employment agreement in the primary language of his or her country of origin that contains a description of terms and conditions of employment prior to the worker departing from his or her country of origin.
4. Workers shall be free to leave work at any time or terminate their employment.
5. Suppliers may not hold or otherwise destroy, conceal, confiscate or deny access by workers to workers' identity or immigration documents or credentials, such as government-issued identification, passports or work permits, unless the holding of work permits is required by law. Passports may not be held even when permitted by local law. At no time should workers be denied access to identification documents or credentials.
6. Workers shall not be required to pay recruitment fees, health fees, or any other employment-related fees. If any such fees are found to have been paid by workers, such fees shall be immediately returned to workers. In instances where Dell is supplying product or services under a United States government prime contract or subcontract, supplier shall comply with U.S. Federal Acquisition Regulation (FAR) clause 52.222-50, which prohibits the payment of recruitment fees to employees or potential employees.
7. Suppliers shall not use misleading or fraudulent practices during the recruitment of workers, nor provide or arrange housing that fails to meet the host country housing and safety standards. Suppliers must disclose the key terms and conditions of employment, including wages and fringe benefits, the location of work, living conditions and housing (if employer-provided or arranged), and, if applicable, the hazardous nature of the work.
8. For portions of U.S. government contracts and subcontracts performed outside the United States, suppliers are obligated to pay return transportation costs at the end of employment if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the supplier. Suppliers shall provide return transportation costs for: (a) any worker who is not a national of the country where the work is to be performed and who was brought into that country for the purpose of

working on a U.S. government contract or subcontract; or (b) an employee who is not a United States national of the country where work is to be performed and who was brought into that country for the purpose of working on a U.S. government contract or subcontract. Return transportation costs are not required for workers that are legally permitted and choose to remain in the country of employment, for a worker who is a victim of trafficking and is seeking victim services or legal redress in the country of employment, or for a worker who is a witness in a trafficking-related enforcement action.

9. Dell requires its suppliers, by contract clause, to agree to cooperate fully in providing reasonable access to allow U.S. federal contracting agencies and other responsible enforcement agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7102), or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor.

Trafficking in Persons

Dell joins the U.S. government and other government policies, rules and regulations in its zero-tolerance regarding trafficking in persons.

1. Suppliers at any tier shall not—
 - a. Engage in severe forms of trafficking in persons during the period of performance of the contract.
 - b. Procure commercial sex acts during the period of performance of the contract; or
 - c. Use forced labor in the performance of the contract.
2. Dell reserves the right to take formal and legal action against any supplier for violations of this policy. Such actions may include, but are not limited to, suspension of payments and/or termination of the contract for default or cause in accordance with the termination cause of the contract.
3. Dell is required to notify the United States government of any information it receives from any source (including host country law enforcement) that alleges a Dell supplier has engaged in conduct that violates this policy, and of any actions it has taken against the alleged supplier.
4. All Dell suppliers shall include the substance of this policy in all subcontracts in support of Dell business.
5. Dell may consider whether its supplier has a Trafficking in Persons awareness program at the time of the violation as a mitigating factor when determining remedies.
6. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the U.S. Department of State's Office to Monitor and Combat Trafficking in Persons at [Office to Monitor and Combat Trafficking in Persons - United States Department of State](#).

Child Labor

Dell prohibits the use of forced or indentured child labor by its suppliers at any tier of its supply chain. The use of child labor is strictly prohibited. For purposes of this policy, the term "child" refers to any person under the age of 15, or under the age for completing compulsory education, or under the minimum age for employment in the country where work is being performed, whichever is greatest. Suppliers shall implement appropriate validation methods to verify the age of its workers.

1. Child labor is not to be used in any stage within Dell's supply chain, unless it is under the auspices of legitimate workplace learning programs, which comply with all laws and regulations.
2. Workers under the age of 18 (Young Workers) shall not perform work that is likely to jeopardize their health or safety, including night shifts and overtime.

3. Suppliers shall ensure proper management of student workers through proper maintenance of student records, rigorous due diligence of educational partners, and protection of students' rights in accordance with applicable law and regulations.

4. Suppliers shall provide appropriate support and training to all student workers.

5. In the absence of local law, the wage rate for student workers, interns and apprentices shall be at least the same wage rate as other entry-level workers performing equal or similar tasks.

6. Suppliers shall not utilize any work or service that is—

a. Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

b. Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

7. To enforce the policy prohibiting the utilization of forced or indentured child labor, Dell will conduct all due diligence to determine whether forced or indentured child labor is utilized at any tier of its supply chain.

8. Dell reserves the right to take formal and legal action against any suppliers for violations of the prohibition on the use of forced or indentured child labor. Such actions may include, but are not limited to, suspension of payments and/or termination of the contract for default or cause in accordance with the termination cause of the contract.

Dell's annual [Statement Against Slavery and Human Trafficking](#) details our commitments and due diligence to assess and address risks of modern slavery across our operations and supply chain.

Dell is committed to upholding the human rights of workers, and to treating them with dignity and respect as understood by the international community. This applies to all workers including temporary, migrant, student, contract, direct employees, and any other type of worker. The policies listed here underscore Dell's own commitment and expectations for its entire supply chain.

For more information on the standards used to prepare and develop these expectations, please refer to the [RBA Code of Conduct 7.0](#).