



# Dell Vulnerable Worker Policy

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# Dell Labor Policy: Vulnerable Workers

## General Labor Standards

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.

1. Forced, bonded (including debt bondage) or indentured labor, involuntary prison labor, slavery or trafficking of persons shall not be used at any tier of the supply chain. This includes transporting, harboring, recruiting, transferring or receiving persons by means of threat, force, coercion, abduction or fraud for labor or services.
2. There shall be no unreasonable restrictions on workers' freedom of movement in the facility in addition to unreasonable restrictions on entering or exiting company-provided facilities.
3. As part of the hiring process, migrant workers must be provided with a written employment agreement in their native language that contains a description of terms and conditions of employment prior to the worker departing from his or her country of origin.
4. All work must be voluntary and workers shall be free to leave work at any time or terminate their employment.
5. Employers and agents may not hold or otherwise destroy, conceal, confiscate or deny access by employees to employees' identity or immigration documents, such as government-issued identification, passports or work permits, unless the holding of work permits is required by law.
6. Workers shall not be required to pay employers or agents' recruitment fees.
7. Employers and agents shall not use misleading or fraudulent practices during the recruitment of employees, nor provide or arrange housing that fails to meet the host country housing and safety standards. Employers and agents 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 contracts and subcontracts performed outside the United States, employers or agents may not:
  - a. fail to pay return transportation costs upon the end of employment, for an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract;
  - b. fail to pay return transportation costs upon the end of employment, for an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee; provided, however
9. Sections 8.a-b shall not apply to:
  - a. an employee who is legally permitted to remain in the country of employment and who chooses to do so; or



- b. an employee who is a victim of trafficking and is seeking victim services or legal redress in the country of employment, or an employee who is a witness in a trafficking-related enforcement action;
10. Dell requires its employees, suppliers, contractors and subcontractors, 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 (Public Law 106-386, Division A), Executive Order 13627, 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 United States Government in its zero tolerance policy regarding trafficking in persons.

1. Dell employees, suppliers, contractors and subcontractors 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 employees, suppliers, contractors or subcontractors for violations of this policy. Such actions may include, but are not limited to, termination of employment, reduction in benefits, 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 employee, supplier, contractor or subcontractor has engaged in conduct that violates this policy, and of any actions it has taken against the alleged.
4. All Dell suppliers, contractors and subcontractors shall include the substance of this policy in all subcontracts in support of Dell business.
5. Dell may consider whether its supplier, contractor, or subcontractor had 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 United States Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/g/tip>.

## Child Labor

The term "child" refers to any person under the age of 18, or under the age for completing compulsory education, or under the minimum age for employment in the country, whichever is greatest.

1. Child labor is not to be used in any stage of manufacturing, 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. Dell employees, suppliers, contractors, and subcontractors 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. Dell employees, suppliers, contractors, and subcontractors 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. Dell prohibits the use of forced or indentured child labor by its employees, suppliers, contractors and subcontractors at any tier of its supply chain. Dell employees, suppliers, contractors and subcontractors at any tier 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 employees, suppliers, contractors or subcontractors for violations of the prohibition on the use of forced or indentured child labor. Such actions may include, but are not limited to, termination of employment, reduction in benefits, suspension of payments, and/or termination of the contract for default or cause in accordance with the termination cause of the contract.

