

CHECKLIST:

## LABOUR RECRUITER SERVICE AGREEMENTS

This non-exhaustive checklist outlines key provisions that employers can use in their service agreements with labour recruiters.

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### 1. General provisions and description of services

1.1 Description of the business arrangement, involved parties, services, duration and recruitment process

### 2. Mutual respect for human and labour rights standards

2.1 Respect for international human rights standards and the fundamental principles and rights at work: Prohibition of child labour, forced labour and human trafficking; Respect for freedom of association and the right to collective bargaining; prohibition of discrimination, sexual and other forms of harassment and violence

2.2. Ethical recruitment principles: Prohibition of recruitment fees and related costs charged to jobseekers and migrant workers; transparency of employment terms and conditions; freedom of movement; respect for data protection and confidentiality; access to remedy

### 3. Recruitment process

3.1 Protocol for full payment of all recruitment fees and related costs per itemized list (whenever possible employers should pay labour recruiters directly to avoid unnecessary charges to migrant workers)

3.2 Itemized list of all legitimate labour recruiter's fees and related costs

3.3 Prohibition of any illegitimate fees and costs and deposits charged to jobseekers (including by subagents)

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3.4 Posting of job advertisements as per information and approval provided by the employer

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3.5 Provision for employment contracts to be supplied by the employer and given to jobseekers during selection

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3.6 Provision for the employer to take responsibility for final selection of candidates and visa application at the destination country

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3.7 Responsibilities of all parties for all aspects of safe deployment migrant workers

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#### **4. Support services and ongoing monitoring**

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4.1 Provision for the labour recruiter to monitor the well-being of migrant workers once they have employment at country of destination

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4.2 Duty of the employer to grant the labour recruiter access to the worksite and accommodations of migrant workers (if relevant)

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4.3 Provision for the employer, labour recruiter and/or a third-party to verify compliance of all parties with applicable laws and employer policies

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4.4 Requirement for labour recruiters to disclose in written form all involved subagents, sub-contractors and other partners

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4.5 Details of relevant information sharing and record keeping (for example during visa application and for audits)

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4.6 Penalties/indemnities in case of non-compliance with the employer's policies

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4.7 Description of operational-level grievance mechanisms available to migrant workers

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### **5. Contract revisions and termination, return and emergency protocol**

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5.1 Provision for dealing with amendments to migrant worker's employment contracts (employment terms and conditions cannot be changed to the detriment of the migrant worker)

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5.2 Protocols for safe return and replacements of migrant workers in the event of termination, crisis and emergencies (including if migrant workers do not pass medical examinations and where applicable laws require the return of pregnant migrant workers)

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