1.0 PURPOSE

1.1 To ensure ASP attracts and selects the appropriate talents to achieve the goals of the company Prohibition of Forced Labour implementation and practice.

1.2 To ensure ASP complies with statutory legislation and industry standards relating to staffing and relevant operations.

1.3 To ensure ASP complies with Responsible Business Alliance requirements in all aspects.

2.0 SCOPE

2.1 It applies to all employees of ASP and any other operation that operates within ASP and appointed business partners.

3.0 REFERENCE

3.1 Responsible Business Alliance Manual.
3.2 Malaysian Employment Act 1955.
3.3 Children and Young Persons (Employment) Act 1966.
3.4 Employment Contract
3.5 Employee Handbook

4.0 DEFINITION

4.1 RBA – Responsible Business Alliance.
4.2 ASP – ASP Medical Clinic Sdn Bhd
4.3 Company - ASP Medical Clinic Sdn Bhd
4.4 Client – the place where the recruited workers are assigned to work
4.5 ILO – International Labour Organization
4.6 Migrant Worker – Foreign Worker
4.7 Business partners – appointed labor agents, contractors, and suppliers.

5.0 RESPONSIBILITY

5.1 Human Resources Department
5.2 Business Partners
5.3 Employees

6.0 POLICY

6.1 ASP shall be affirmative in its hiring practices towards achieving the operation requirement.

6.2 ASP shall comply with all statutory legislation relating to staffing and relevant operations.

6.3 ASP shall ensure all work is voluntary and employees shall be free to terminate their employment upon reasonable notice without penalty.

6.4 ASP shall ensure foreign labours are not required to pay for their employment. In other words, is zero recruitment fees.

6.5 ASP shall ensure all aspects of employment terms and conditions are transparent at all times with local and foreign labour.

6.6 ASP shall **NOT** hold original employee identification card, passport, travel papers or other personal documents.

6.7 ASP shall establish a log and request form during passport renewal process and must return back the passport to owner immediately. The company is not allowed to hold the passport for longer period during the renewal process.

6.8 No restriction shall be imposed to workers and not limited their movement to access to basic liberties such as prayers, toilets, drinking water, clinic, basic accommodation for nursing mother and other reasonable needs.

7.0 PROCEDURE

7.1 ASP shall ensure no forced (including debt bondage), indentured labour, involuntary or exploitative prison labour, slavery or trafficking of persons recruited or employed at client facility.

7.2 ASP shall ensure an adequate and effective system that inclusive of policy and procedures are established and relevant practice are in place. The practice shall mitigate all the potential of hiring or recruiting forced, bonded, involuntary or exploitative prison, trafficked or slave labor. This includes transporting, harboring, recruiting, transferring, or receiving persons by means of threat, force, coercion, abduction or fraud for labor or services.

7.3 ASP shall ensure foreign and local workers sign employment contract in native language with the client directly before accept the offer.

7.4 ASP and all other relevant parties aware the requirements that all the foreign workers original identification cards, passports, travel papers or other personal documents must be hold or kept by the respective owner and not third parties.

7.5 ASP shall ensure freedom of movement of workers who live in employer-controlled residences (dormitory or provided house) or at work place shall not be unreasonably restricted

8.0 FORCE LABOR

8.1 ASP shall ensure all the information from the respective personal files, time management records and wages statement comply with RBA requirement, that is free from any form of non-voluntary labour practice. Workers has the full rights to refuse overtime after standard workers hours or during off or rest days.

8.2 ASP shall ensure an adequate and effective policies and procedures is in place stating government issued originals identification or personal documents (e.g., passport; work visa/permit; citizenship, residence, identification, social insurance cards/documents, birth certificate, bank documents) are not held or stored by any third party.

8.3 ASP shall ensure workers that apply or obtained personal loans are subjected for repayment scheme maximum of 10 percent of the worker's monthly gross base wage, (no interest permitted), for no more than 6 monthly instalments. Any application for educational loan, the repayment scheme should not exceed 10% of one year of gross base wages. Any education loan cannot be longer than 1 year per loan.

8.4 ASP strictly follows the Malaysian Anti-Trafficking in Persons and Anti-Smuggling of Migrants Act 2007(Act 670) and Regulations.

8.5 Respective workers must notify ASP or client 3 months in advance before the expiry of their passport and the client can help to arrange for passport renewal and transfer work permit to the new passport. Workers shall handover the passport to the clients authorized personnel for work permit renewal and other administrative purposes. Workers must inform client in the event of loss or damaged of passport within the duration of 24 hours. Workers shall obtain the documented slip or temporary paper detailing the renewal process of the passport from client upon surrender the old passport.

8.6 ASP and client shall provide foreign labour with individual safe secure and lockable storage at dormitory and company for safe-keeping important documents and other valuable items. No restriction or curfew imposed on workers to access their personal storage where documents are kept.

8.7 ASP shall maintain sufficient hiring and employment records to demonstrate and verify compliance with RBA code of conduct provision.

8.8 ASP shall not require workers to live in company's owned or controlled dormitory / provided house as a condition of continued employment or to receive the same terms of employment and working conditions as other workers in the same position.

8.9 No slavery or trafficking of persons shall be used in the company. This includes transporting, harboring, recruiting, transferring or receiving vulnerable persons by means of threat, force, coercion, abduction or fraud for the purpose of exploitation.

9.0 EMPLOYMENT CONTRACT

9.1 During local workers recruitment, they shall be informed prior to employment of the key employment terms and conditions either verbally or in writing via contract in their native language. The terms of "**resign without penalty**" shall be clearly documented in their employment contract.

9.2 During migrant workers recruitment, they shall be informed prior to employment and leaving their home country of the key employment terms and conditions either verbally or in writing via contract in their native language. The terms of "resign without penalty" shall be clearly documented in their employment contract. The contract shall be in line with ILO conventions on Migrant Workers.

9.3 Before signing the employment contract, ASP and client shall ensure that they are fully understand and they will be given adequate time to review and clarify any question or doubt.

9.4 There shall be no substitution or changes allowed in the employment contract upon arrival in the receiving country unless these changes are made to meet local law and provide equal or better terms.

9.5 Workers shall have the right to enter into and terminate their employment freely with reasonable notice and with no penalty. In the event the employment has been terminated voluntarily or involuntarily, employee will be paid appropriate amounts for all hours worked. Employer are allowed to deduct 60% gross base salary for any insufficient notice period.

9.6 ASP shall conduct verbal explanation and ensure all newly hired workers on the key components of the employment conditions in a language they can understand such as nature of work, working hours, off day & break duration, leave entitlement, benefits, chargeable fees types and amount, total earning wages and deduction imposed & method of calculation and other legally required benefits.

10.0 LEVY, RECRUITMENT FEES, and COST.

10.1 Effective on 01 January 2018, the foreign workers' levy is to be borne by the client or recruitment agents.

10.2 ASP shall bear all recruitment fees. The fees include; transportation in the source country, passport application, processing of visa, first medical check-up, agent fees, and flight tickets.

10.3 The appointed worker shall not be required to pay for their employment. The cost and fees associated with recruitment, travel, and processing of foreign labor shall be covered by the company. Workers shall not be liable for any other costs unless required by law.

10.4 Any cost paid by the worker related to employment as defined in RBA guidance is allowed.

10.5 Foreign worker passport renewal for employment purposes will be covered by ASP. An individual foreign worker has to renew their passport at the respective immigration/ Embassy and produce receipts to the company for reimbursement and verification.

10.6 Any cost related to foreign workers' replacement of passports due to damage, loss, and torn incurred by employees **will not** be covered by ASP

10.7 ASP strictly follows the provision of the RBA Code and the RBA trafficked and forced labor. Any fees not permitted under the definition of fees found paid by the worker, such fees are required to be returned to the workers within 90 days of discovery and retained evidence.

10.8 Employees shall report to their immediate supervisor, manager, HR, or customer if they are forced to pay an additional fee.

10.9 Workers shall not be required to pay employers' agents or sub-agents recruitment fees or other related fees for their employment. If any such

fees are found to have been paid by workers, such fees shall be repaid to the worker.

11.0 RBA additional requirement.

11.1 Employees shall not be engaged to work in a company by a family member, friend or associate in order for that family member, friend or associate to receive continuing remuneration, consideration, or any other return from the employer. This shall not refer to normal references, referral bonuses or standard employment recruitment practices.

11.2 Workers can move freely when needed to access basic liberties -no system for restriction in place such as toilet passes, prayer, drinking water, medical access etc.

11.3 Workers are free to leave the company location or hostel when not engaged with any work or during off period.

Attachment 1

No	Violation	Definition
	Forced Labor	Forced labor means all work or service which is exacted from any person under the menace of any penalty and for which the said person has not offered himself voluntarily. Basically, Forced Labor is comprised of the following two main components: ➢ The workers do not voluntarily agree to work ➢ The Employer threatens any penalty for not working The term "voluntarily" is important as it not only refers to the fact that all workers have the right to refuse work or quit at any time (with proper notification when necessary) but it also rejects work done as result of coercion. If the person "agrees" to do work as a result of any type of coercion, this person has not voluntarily agreed to work and, therefore, is a victim of forced labor.
	Prison Labor	Work performed by incarcerated individuals as a requirement of their sentence
	Indentured Labor	Work performed by individuals contractually bound to their employer for designated time period, usually in return for payment of travel and living expenses.
	Bonded labor	Work performed by individuals who are subjected to loans that they are required to pay off through low wages by the lender and employer.