



# MIGRANT WORKER POLICY & STANDARDS

(includes Responsible Recruitment)

Version 1.0, January 12, 2021

## Commitment Statement<sup>1</sup>

Under Armour (UA), led by our corporate purpose, “We Empower Those Who Strive for More,” and keeping people at the center of all that we do, is committed to respecting the human rights and dignity of the people who make our products, as well as their components and materials. We believe that all workers - including those who work for our suppliers - should be treated respectfully and fairly. We stand by our mission that *UA Makes You Better*, and our values, which include *Act Sustainably*. Under Armour’s mission and values inform our expectations and how we conduct human rights Due Diligence to prevent, and, if applicable, remediate “modern slavery” in our supply chain. The term “modern slavery” encapsulates slavery, servitude and forced or compulsory labor, as well as human trafficking. Under Armour does not accept any forms of modern slavery.

UA’s *Migrant Worker Policy and Standards (the “MWPS”)* builds upon our existing social compliance policy framework, including UA’s [Supplier Code of Conduct](#), [Human Rights Due Diligence Approach](#), [Transparency Commitments](#), the longstanding requirement that our suppliers must comply with the Institute for Human Rights and Business’ (IHRB) [Dhaka Principles for Migration with Dignity](#), our commitment to uphold the [Fair Labor Association \(FLA\) Workplace Code of Conduct and Compliance Benchmarks](#), and the [American Apparel & Footwear Association \(AAFA\)/FLA Apparel & Footwear Industry Commitment to Responsible Recruitment](#), periodic communications that Under Armour sends to its suppliers and business partners in support of this policy framework and requirements in our contractual agreements with suppliers and licensees. The MWPS also aligns with international standards related to modern slavery and responsible business practices, including the [Guidelines for Multinational Enterprises](#) set out by the Organisation for Economic Co-operation and Development (OECD) and the [United Nations \(UN\) Guiding Principles on Business and Human Rights](#).

We recognize that migrant workers are particularly vulnerable to exploitation and human rights abuses, and we have developed the MWPS to re-state and emphasize to both our internal UA teammates and

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<sup>1</sup> Originally drafted in 2019, and with material components of it communicated to suppliers in 2019 and 2020, this *UA Migrant Worker Policy & Standards* is being rolled out in the midst the COVID-19 pandemic and growing recognition of forced migrant labor risks in the apparel industry. Despite such challenges, we Stay True to Protecting our House while working with our supplier partners to protect their houses. UA understands that we can only sustain our business long-term if both our supplier partners and we, ourselves, weather the short-term as well as seek to build back better with support from all stakeholders to create more resilient and sustainable global value chains. Although our company and our entire value chain are experiencing unprecedented challenges, we will work transparently in support of one another, and we maintain our stance against modern slavery. UA specifically reserves the right to take any actions it deems necessary to protect its business interests including order suspension, order cancellation, business relationship termination, and holding back payments and/or setting off against sums as noted under the Manufacturing Agreement or other terms of engagement, or that otherwise may have been due to supplier, in the event that Under Armour or other parties conclude that the supplier directly employs, or receives products, materials, components, or subcontracting services from upstream suppliers that employ workers in conditions of modern slavery.



suppliers the minimum requirements we expect them to meet to ensure the protection and equitable treatment of migrant workers throughout our value chain and across their Employment Life Cycle.

Suppliers must practice responsible recruitment, including ensuring that migrant workers obtain work free of coercion, deception, fees, and debt. Migrant workers must also:

- Not pay for their job,
- Retain control of their personal identity documents,
- Have freedom of movement,
- Be informed of the basic terms of their employment before leaving home,
- Live in well-maintained housing (if provided, secured, referred to, or arranged for, directly or indirectly by the supplier),
- Have access to the equivalent clean, safe, and healthy living and working conditions afforded to local residents, in the event of natural, manmade, or global health crisis,<sup>2</sup>
- Enjoy demonstrably effective and anonymous grievance systems, without retribution and with demonstrated responsive actions by their employers,
- Have access to remedy for any issues faced, and
- Be repatriated fairly, rapidly and at the employer's expense.

At a minimum, suppliers are further subject to all applicable laws, rules, regulations on migrant workers, including those of the countries and locations from, through and to, which those workers emigrate and in which they work and live. Where national laws and internationally accepted human rights standards conflict with or would provide differing levels of protection, suppliers are to abide by the more stringent standard. In the event of a natural, manmade, or health-related crisis, suppliers should follow the highest standards among national directives, international guidelines and Under Armour standards and guidance. They must also meet the expectations of the [International Labor Organization \(ILO\) Conventions on Forced Labor](#), the UN [International Convention on the Protection of the Rights of All Migrant Workers and Members of Their Families](#), the [Dhaka Principles for Migration with Dignity](#), current guidance of the [International Organization for Migration \(IOM\)](#), and any other relevant standards adopted by UA in the future.

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<sup>2</sup> In the periods of regional health epidemics, or the in the case of the COVID-19 pandemic, migrant workers are at particular health and discrimination risk, due to travel, living in dormitories or other shared housing, and being in proximity to others in their working environments. During such periods, suppliers must comply with all applicable laws and follow the highest standards among national directives, international guidelines, or Under Armour standards or referred guidance. Where suppliers are unsure, Under Armour can point toward industry recommendations, such as guidelines from the World Health Organization (WHO), International Labor Organization (ILO), United States Centers for Disease Control and Prevention (CDC), or others. For example, in the case of the COVID-19 pandemic, Under Armour has issued guidance on sanitation and distributed resources, such as WHO's ["Getting Your Workplace Ready for COVID-19"](#) and CDC's ["Printable Posters and Handouts About COVID-19,"](#) and on workers' rights with ILO's ["ILO Standards and COVID-19 \(coronavirus\) FAQ."](#) We have endorsed, and worked actively to support, the [ILO's COVID-19 Call to Action in the Global Garment Industry](#) (CtA) to address immediate and long-term challenges to suppliers and businesses caused by the COVID-19 pandemic and potential future shocks. We have also reviewed guidance from governments, international governmental organizations, worker rights groups, and other experts, and we have created new tools and processes to evaluate and assist our supply chain partners, such as with the ***UA Worker Protection & Infection Control Self-Assessment & Management Action Plan (WPICSA-MAP)***, which provides guidance to supply chain partners, including on special protections that should be accessible to all migrant workers.



## Scope and Implementation

All active suppliers involved directly or indirectly in the manufacturing of UA products, including components and materials, are expected to comply with this policy and to meet the specific provisions in the supporting standards. UA will communicate the MWPS to all direct suppliers in their Native Languages. At a minimum, all direct UA suppliers must, in turn, require their next tier suppliers to provide written acknowledgement and evidence of implementation of the MWPS. These next tier suppliers, in turn, are required to have their sub-tier suppliers provide written acknowledgement and evidence of implementation of the MWPS.

Leveraging our Due Diligence approach, UA will strive to identify and work directly with higher-risk suppliers on the implementation of this policy and supporting standards, engaging in constructive remediation to resolve any non-compliance. We will also help suppliers to identify and build continuous improvement models and direct them to relevant guidance and partnerships to support adherence to our requirements.

If there is a discrepancy between UA's requirements and any applicable laws, suppliers are to abide by the more stringent standard. If meeting UA's requirements set out in this MWPS would put the supplier in conflict with local law, then the supplier must identify such conflicts in writing supported by advice of legal counsel, and if raised validly, they are then expected to follow the law, as their baseline, while also demonstrating alignment with the spirit of UA's policy and standards.

## Accountability

We will evaluate suppliers' performance with respect to the MWPS through our annual factory assessments. If, based upon UA annual assessment results and other information received, a supplier violates or may be at risk of violating the MWPS, then the UA Sustainability team will work with the supplier to rectify or identify areas for improvement. Suppliers' responsibility extends to ensuring and confirming that their next tier suppliers (e.g., cotton, fabric, trim, or other Beyond Tier 1 suppliers) *understand and uphold* the MWPS. Focused migrant labor assessments and/or capacity building efforts led by third-party experts may be undertaken as part of these human rights Due Diligence, remediation, and continuous improvement processes.

As indicated in the [UA Supplier Code of Conduct's Non-Retaliation and Reporting Potential Misconduct provisions](#), supplier staff, subcontractors, and workers, including migrant workers, are expected to know, be trained on, and report breaches of the MWPS, as well as actual or potential related risks and legal compliance issues to the UA Sustainability team at [sustainability@underarmour.com](mailto:sustainability@underarmour.com). They may also report via the following channels:

- Directly to assessors,
- Directly to UA leaders and teammates,
- Anonymously via UA's electronic hotline, monitored 24 hours a day, seven days a week, via <http://www.convercent.com/report>.

## Training and Communication

To reinforce compliance with the MWPS, relevant periodic, scheduled, and documented communications and training will be deployed including by, and to, active direct suppliers that employ migrant workers, along with relevant UA teammates such as those involved with purchasing and



sourcing decisions. This includes the UA Sustainability team and teammates who regularly visit factories.

We will report regularly on our actions to establish and maintain the MWPS in our policies and operations in communications such as our Sustainability Report and annual Modern Slavery Disclosures.

## Review Process

UA's Sustainability team, in collaboration with UA Senior Management, will periodically review the MWPS in light of audit data, emerging risks or trends, and changes in our Supplier Code or assessment methodology, in order to identify and/or mitigate possible negative impacts on our manufacturing partners who are striving to uphold our Code. To maintain alignment with evolving standards and good practice, UA may also engage expert third parties to review the MWPS and recommend updates.

## Key Definitions

**Due Diligence:** An ongoing risk management process that a reasonable and prudent company needs to follow in order to identify, prevent, mitigate, and account for how it addresses its adverse human rights risks and impacts. As set out in the UN Guiding Principles 17-21, this includes four key steps: assessing actual and potential human rights impacts; integrating and acting on the findings; tracking responses; and communicating about how impacts are addressed. *See standards below for specific expectations related to Due Diligence and migrant labor employment, including responsible recruitment.*

**Forced Labor:** All work or service performed under threat of a penalty and for which the worker has not offered himself or herself voluntarily. This also includes work performed by slave labor, victims of human trafficking, and exploited bonded labor. Please also see the UA Supplier Code of Conduct and Fair Labor Association's Workplace Code of Conduct Forced Labor provisions as well as related Compliance Benchmarks.

**Former Habitual Residence:** The town, village or other appropriate local geographic demarcation where the Migrant Worker lived prior to migrating for employment purposes

**Human Trafficking:** Recruitment, transportation, harboring, or receipt of people for the purposes of slavery, forced labor (including bonded labor or debt bondage), or servitude. [Please also see the Global Business Coalition Against Trafficking \(GBCAT\), the RESPECT Initiative and IOM's interactive map.](#)

**Labor Agents:** Any third parties involved in the recruitment, selection, hiring, transportation, and/or in some cases management, of migrant workers, including but not limited to labor brokers, recruitment agencies, or subagents.

**Migrant Worker:** A person who migrates or who has migrated from a Sending Country to a Receiving Country or in some cases between regions or provinces of a country or Receiving Country with a specific purpose of exercising an economic activity from which they will receive a wage.



**Modern Slavery:** Umbrella term used throughout this document to refer to slavery, servitude, and forced or compulsory labor, as well as human trafficking.

**Native Language:** The language of the Migrant Worker's country of origin or a language that the Migrant Worker speaks and understands proficiently.

**Receiving Country:** The country where the supplier's facility or business operation is located, and where the Migrant Worker is working.

**Recruitment:** The process of connecting employers with jobseekers to fill a position, including but not limited to advertising, pre-selection, placement, and transport of workers to the job site.

**Recruitment Fees (or Related Costs):** Any fees or costs incurred in the recruitment process in order for workers to secure employment or placement, regardless of the manner, timing or location of their imposition or collection.

**Free/Reduced Cost Labor Programs:** A program whereby any party, including a government, or any public or private entity other than the employer, pays some or all of the cost of any worker compensation.

**Remediation:** Process of providing remedy for noncompliance with this policy and demonstrating actions that counteract or otherwise make good on the original violation. Such actions will vary but may take the forms of formal apologies, restitution, rehabilitation, compensation, punitive sanctions, or other guarantees that the original violation will not be repeated.

**Repatriation:** The act, as well as the process, of returning a Migrant Worker to their Former Habitual Residence, Sending Country or other country of citizenship.

**Sending Country:** The Migrant Worker's country of origin and citizenship or the country containing the Migrant Worker's Former Habitual Residence. In the case of domestic migration, the Sending Country may be the same as the Receiving Country.

**Transit Country:** A country through which a Migrant Worker may pass during the journey from Sending Country to Receiving Country.

**Employment Life Cycle:** The period from which a worker is hired until the end of that worker's employment at a particular business, defined in stages called "Employment Functions."

## Standards

Suppliers must conduct appropriate Due Diligence and have robust management systems in place to protect the rights of Migrant Workers throughout their Employment Life Cycle, including the processes of Recruitment, hiring, employment, housing, transportation and Repatriation. While not an exhaustive list, at a minimum, suppliers and business partners are expected to meet standards including those outlined below.



*Please note: When used throughout these standards, the term “supplier” should be understood to extend down the value chain to include the suppliers and subcontractors of any direct UA supplier.*

### **Awareness Raising and Training**

Migrant workers must be made aware of their rights and responsibilities throughout the Recruitment process and at the time of hire, including the terms and conditions of their employment contract, the provisions of the MWPS, and all applicable laws and regulations of the relevant Sending Country, Receiving Country, and of any country and jurisdiction contracting the work. They must be informed of the basic terms of their employment in their Native Language in a documented meeting before leaving the Sending Country.

Migrant workers must be trained in their Native Language upon arrival in the Receiving Country and in regularly scheduled (e.g., annual) refresher trainings. The training should cover the *Employer Pays Principle*,<sup>3</sup> the company's workplace rules and procedures, the grievance process, the housing arrangements (if provided or arranged by the company), and the conditions of work, including any health and safety hazards and the precautions needed to ensure personal safety.

### **Voluntary Work**

- There must be no penalty threatened or used to compel a worker to work,
- A worker must be free to choose not to perform the work,
- A worker must be free to refuse overtime work,
- A worker must be free to choose not to be recruited, trained, or educated to perform the work,
- Workers must enjoy freedom of movement, both in places of work and in residential locations,
- Workers must live and work freely and free from direct or indirect control of third parties,
- Workers must be free to break their contract at any time, and
- Workers' living and working conditions must comply with the UA Supplier Code of Conduct, the FLA Workplace Code, and all applicable laws.

### **Labor Agents**

Suppliers should directly hire workers whenever possible.

Suppliers shall ensure that any Labor Agents that provide workers, directly or indirectly, to the supplier are properly licensed and accredited, meet all legal obligations, operate transparently, use trained employees, and maintain full, complete, and accurate documentation.

Suppliers and Labor Agents shall engage in and maintain documentation of contracts stipulating that no potential candidate, candidate, or hired worker will be required to pay a fee in order to participate in the Recruitment or hiring process.

Suppliers shall implement robust **and documented** Due Diligence procedures to ensure that agents' Recruitment practices meet the supplier's and UA's requirements and do not place workers at risk of

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<sup>3</sup> The Institute for Human Rights and Business describes the “Employer Pays Principle” as follows, “No worker should pay for a job – the costs of recruitment should be borne not by the worker but by the employer.” More information can be found at: <https://www.ihrb.org/employerpays/the-employer-pays-principle>



Human Trafficking or Forced Labor. Such Due Diligence may include visits to the agent's head office, accompanying the agent during recruiting activities, consulting with the agent's clients, conducting audits of the agent's operations, or other types of verification.

All payments between our suppliers and Labor Agents should be clear, ethical, transparent/documented, auditable, and compliant with UA Conflict of Interest, Anti-Corruption, and Bribery provisions in our Supplier Code of Conduct and in other policies. No supplier teammate may receive payments (e.g., "kick-backs") for engaging a Labor Agent.

### **Free/Reduced Cost Labor Programs Prohibited**

No Under Armour vendor, licensee, or subcontractor (or direct or indirect supplier thereof) may participate in or benefit from a program which offers labor for free or at reduced cost, without prior written consent from Under Armour. Such consent will only be granted after a thorough and independent review, based upon credible and effective third-party Due Diligence approved by Under Armour that confirms to its satisfaction that such program does not constitute forced labor. This ban on using free or reduced cost labor applies whether or not such program is sponsored by a government.

If an Under Armour business partner has reason to believe that any Under Armour vendor, licensee, or subcontractor (or direct or indirect supplier thereof) is participating in or benefitting from a program which offers labor that is not voluntarily performed, or is performed for free or at reduced cost for the employer, **that business partner is requested to notify Under Armour immediately.**

### **Employment Contracts**

Suppliers must ensure that Migrant Workers sign and receive a copy of a clear and comprehensive contract in the workers' Native Languages at least five days before they depart from the Sending Country or Former Habitual Residence, in the case of domestic migration. Translations should be done by credible and professional translation companies. Workers already in the Receiving Country shall sign the contract prior to starting work.

Suppliers must have a procedure in place through which a supplier employee tests, confirms, and documents the workers' ability to read and understand the contract, the respective scope and nature of their, and the employer's, rights and responsibilities, and their working and living conditions. If any workers have difficulty understanding the written contract, they shall be given a detailed verbal explanation of the contract's terms and conditions.

The contract signing process shall ensure that workers sign the contract with their full consent. Neither Migrant Workers nor members of their family or other support networks shall be threatened or coerced into taking up or maintaining employment.

Contracts provided to Migrant Workers shall include the terms and conditions of employment, including the job position, wages, leave and benefits, working hours, work location, living conditions, housing, transportation and any associated costs, the presence and nature of any hazardous work, conditions of termination, and workers' rights and responsibilities.



Contracts shall enable workers to voluntarily terminate their employment without penalty, provided they resign with reasonable notice. The notice period shall be waived in situations where the worker has suffered abuse or harassment, is identified as a human trafficking victim, or experiences serious illness or incapacity.

Any contract revisions or supplemental agreements must be favorable to the worker, explained to the worker in their Native Language in advance, and include a reasonable review period. Contract revisions or supplemental agreements will only be enacted with the worker's full prior consent and understanding.

Employment contracts and factory rules must not contain provisions restricting Migrant Workers from exercising their rights to freedom of association and collective bargaining in accordance with local law.

### **Recruitment Fees, Expenses and Related Costs**

No worker shall pay for their job, whether by paying a recruitment fee, lodging a deposit, or otherwise expending, leveraging, or borrowing assets in order to attain employment with a UA supplier. Suppliers must have a process to verify prior to their departure from the Sending Country and upon arrival to the Receiving Country that Migrant Workers have not been required to pay for their employment. Suppliers must also implement a mechanism to continuously monitor that Migrant Workers are not being charged for the job secured.

UA requires employers to be responsible for direct fees and related costs associated with the Recruitment, placement, hire, and employment of Migrant Workers. The employer is responsible for payment of all recruitment or processing fees related to the recruitment of workers. Workers shall not have to pay any fees or charges for their placement, recruitment, or mobilization. Such costs include but are not limited to:

- Levies or other government required fees,
- Agency service fees, recruitment or placement service fees in both sending and receiving countries,
- Airfare or fare for other mode of international transportation, terminal fees, and travel taxes,
- Passport and visa related fees,
- Work and/or residence permits (including renewals),
- Pre-deployment skills tests, certifications, medical exams, or other requirements for employment by Receiving Country or supplier,
- Pre- and/or post-departure training or orientation,
- Lodging and subsistence expenses as legally required,
- Transportation in Receiving Country to and from airport, supplier facility, or accommodations,
- Security deposits or bonds, and
- Insurance or contributions to worker welfare funds in sending countries.

If workers have paid any of the above fees, then UA mandates that the employer is responsible for reimbursing respective workers for their payments of all such recruitment and processing fees. Reimbursement shall entail timely repayments to affected workers, established with clear repayment schedules and must be documented. When calculating and undertaking reimbursements to workers





for any such payments, UA encourages employers to work with a third-party expert to identify fees paid and monitor/verify reimbursement. Fees are not limited to those listed above and include the interest on loans secured in order to pay recruitment fees.

Suppliers should refer to the [ILO General Principles and Operational Guidelines for Fair Recruitment and Definition of Recruitment Fees and Related Costs](#), as well as related guidance in the “References” section, for further details on the definition of recruitment fees and related costs. For information on special considerations posed by COVID-19, see, for example, [Ensuring fair recruitment during the COVID-19 pandemic \(ILO 6-2020\)](#).

Where repayment of Recruitment Fees, Expenses or Related Costs and is necessary, suppliers must conduct repayment in line with the expectations of the MWPS, management or corrective action/remediation plans and provide Under Armour with evidence of the remediation process and its completion. Fully completing remediation not only entails repayment but also updating internal management systems to ensure that workers will not face or pay Recruitment Fees (or Related Costs) and Expenses in the future. One reference guide providing an appropriate framework for repayment has been issued by the ethical trade consultancy [Impactt](#), titled “Standards for Repayment of Migrant Worker Recruitment Fees and Related Costs”. Another available framework is the Institute for Human Rights and Business (IHRB) [“Remediating Worker-Paid Recruitment Fees.”](#) Finally, for additional information, please see [“Remediation and Elimination of Recruitment Costs Charged to Migrant Workers”](#) (Verité, 2019).

### **Deposits and Finances**

Migrant workers shall not be required to make monetary deposits or security payments or have any portion of their pay withheld at any time as a condition of obtaining, retaining, or taking leave during employment, or for disciplinary actions. If a worker is found to have made any such payment, they must be reimbursed by the supplier.

### **Personal Identity Documentation and Information**

Suppliers shall ensure that Migrant Workers have unrestricted access to, and exclusive control of, their personal identity or immigration documents, including work permits and passports. To this end, workers must be provided with individual, secure, and lockable storage in the room in which they reside for their identification documents and other valuables. Only workers should have keys or combinations to their individual lockable storage.

Supplier must have a procedure in place to regulate the collection, storage, and use of Migrant Workers personal information and biodata to ensure protection of their privacy. This procedure must be communicated to workers, and their consent must be documented.

### **Freedom of Movement**

Migrant workers’ freedom of movement shall be respected, including in employer-provided or -arranged work and residential facilities. Workers shall be free to leave the factory or residential premises at any time. Curfews that are not proven necessities for worker safety are prohibited.



Migrant workers shall have unrestricted access to all basic necessities free of charge, including employer-provided clean drinking water and hygienic toilet facilities, separated by gender, at the work site or in employer-provided or -arranged housing during both work and non-work hours.

### **Workplace Equality**

As required under the UA Supplier and FLA Codes, all workers, irrespective of their nationality or legal status, shall be treated fairly and equally. Migrant workers shall benefit from conditions of work no less favorable than those available to Receiving Country nationals, including wages, benefits, and accommodations.

Suppliers and any Labor Agents used in the Recruitment and hiring processes must ensure that all related processes are free of discrimination, as defined by national law and Under Armour policies. Suppliers shall not require pregnancy tests or medical tests, including tests for Hepatitis B and HIV, either as a condition for employment or as a requirement for continued employment.

Suppliers with Migrant Workers are expected to employ a diverse Human Resources team with members on-site who can fluently speak to all workers in their Native Languages and dialects, as applicable.

### **Effective Grievance and Feedback Mechanisms**

Suppliers shall have an effective grievance process to enable Migrant Workers to submit grievances in their Native Languages, confidentially, anonymously, and with protection from prejudice and retaliation as referenced in the UN's Guiding Principle 31 "[Effectiveness Criteria for Grievance Mechanisms](#)" including in compliance with the *Non-Retaliation* provision of the UA Supplier Code of Conduct. Migrant workers must be able to submit grievances through a variety of means. The grievance procedure shall include an appeals process for workers who disagree with how a grievance is resolved.

Suppliers shall implement feedback mechanisms, such as surveys, to collect information on workers' understanding of policies and practices. Mechanisms shall be designed to capture any non-compliance with all applicable laws, supplier and UA standards, as well as any opportunities for continuous improvement. When workers are trained on the MWPS and the UA Supplier Code of Conduct, they must be made aware of their ability to directly report issues to UA as noted in our *Code's Reporting Potential Misconduct* and *Non-Retaliation* provisions. The methods by which workers may contact UA include:

- Using our electronic hotline at <http://www.convercent.com/report>,
- Emailing [sustainability@underarmour.com](mailto:sustainability@underarmour.com), and
- Emailing [suppliercode@underarmour.com](mailto:suppliercode@underarmour.com).

### **Accommodation and Transport**

UA suppliers who directly provide or pay for housing<sup>4</sup> for employees—or who refer employees to, or secure, particular accommodations—must ensure that all such housing is safe, hygienic, secure, and

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<sup>4</sup> "Housing," as used herein, refers to dormitories, hostels, rentals, or any location in which workers reside, are lodged, or sleep.



meets or exceeds legal and UA Supplier Code of Conduct requirements including the requirements, guidelines and standards reflected in the Workplace Infection Control System Self-Assessment Management Action Plan (WPICSA-MAP).<sup>5</sup> Accommodations must remain free from over-crowding. Further detail on hygienic living conditions for Migrant Workers amidst the COVID-19 pandemic can be found in the following references:

- Fair Labor Association (FLA) – *COVID-19 Pandemic Guidance Document: Workplace-Level Preparations and Safeguards* at [https://www.fairlabor.org/sites/default/files/fla-guidance-covid-safeguards\\_0.pdf](https://www.fairlabor.org/sites/default/files/fla-guidance-covid-safeguards_0.pdf)
- International Organization for Migration (“IOM”) – *COVID-19’s press release: Guidance for employers and business to enhance migrant worker protection during the current health crisis* at <https://www.iom.int/news/iom-releases-guidance-employers-and-businesses-protection-migrant-workers-during-covid-19>

Suppliers are responsible for providing Migrant Workers with safe transportation between employer-provided accommodation and the place of work. Modes of transportation must remain free from over-crowding.

### **Fair Repatriation**

Migrant workers’ employers shall bear the full cost of workers’ Repatriation, such as airfare, transportation to the airport, and any other related costs, under the following circumstances, without fines or penalties for early termination:

- contract completion,
- production- or structure-related changes resulting in lay-offs,
- the worker suffered harassment, abuse, or indicators of human trafficking such as deception regarding the type of job or expected pay,
- humanitarian reasons such as loss of a loved one, illness, or injury,<sup>6</sup>
- early contract termination by the worker with a reasonable notice of 30 days, or
- mandatory return to the worker’s Sending Country or Former Habitual Residence to meet legal requirements.

### **Supplier Documentation**

Supplier must ensure they have the following documentation readily available for review by the UA Sustainability team and/or a designated auditor at any point in time:

- Human Resources documents – including policies, standards, trainings, communications, and KPIs - that incorporate all applicable local laws and regulations on Migrant Workers, *Under*

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<sup>5</sup> Hygienic living conditions for migrant workers are explained by the following standard bearers:

- Fair Labor Association (FLA) – *FLA Workplace Code Benchmarks* (F.6, HSE.25, HSE.26) at [https://www.fairlabor.org/sites/default/files/fla\\_workplace\\_compliance\\_benchmarks\\_rev\\_10.2020.pdf](https://www.fairlabor.org/sites/default/files/fla_workplace_compliance_benchmarks_rev_10.2020.pdf)
- International Labor Organization (ILO) – ILO Helpdesk guidance on implementing Workers’ Housing Recommendation, 1961 (R. 115) at [https://www.ilo.org/wcmsp5/groups/public/---ed\\_emp/---emp\\_ent/--multi/documents/publication/wcms\\_116344.pdf](https://www.ilo.org/wcmsp5/groups/public/---ed_emp/---emp_ent/--multi/documents/publication/wcms_116344.pdf)

<sup>6</sup> Including workers who have contracted or are caring for family members who have contracted COVID-19.



Armour's Migrant Labor Policy and Standards, the [Dhaka Principles for Migration with Dignity](#), and the [AAFA/FLA Apparel & Footwear Industry Commitment to Responsible Recruitment](#);

- A list of all Migrant Workers by first and last name - including a total count - and the following information for every worker:
  - Country of origin / Nationality
  - Gender
  - Date of birth
  - Employee badge number
  - Position / Title
  - Type of work - Management, Direct or Contract
  - Hours of work/work shift
  - Specific working location
  - Production Supervisor
  - Human Resources contact person
  - Worker Welfare contact person (fluent in worker's Native Language)
  - Period of employment, including start and end date (if applicable)
  - Recruitment process dates, events, related procedures and documentation (including any videos and photographs of work and living facilities shared)
  - Sending Country review and orientation process/records
  - Copies of worker visas, passports, emergency contact information
  - The labor agency name, contact, date of hire, length of contract (if applicable)
- Worker/factory employment contracts and agreements;
- Contracts with labor brokers and related agencies;
- Worker agreement to follow factory rules and regulations;
- Accurate and honest voluntary overtime sign-up logs;
- Evidence of factory reimbursement of Recruitment Fees (and Related Costs), if applicable, as well as receipts for fees paid by workers (if applicable); and
- Written acknowledgement of subcontractors' and next-tier suppliers' receipt and understanding of this policy.



## Acknowledgment and References

While developing this MWPS, Under Armour's Sustainability team consulted with experts in the field of migrant workers' and human rights, including [Impactt](#), [The Mekong Club](#), [Verité](#) and [Article One Advisors](#). We received valuable guidance from these organizations as well as from a range of publicly available sources, which we have listed below and in footnotes. In order to support the successful implementation of this policy, as well as continuous improvement and related performance, please refer to and use this set of resources. Please also note that as standards and practices evolve over time, we will update this set of resources, and we expect our suppliers to enhance their efforts accordingly.

### Under Armour Supply Chain Policy Documents

- [Under Armour Supplier Code of Conduct](#)
- [FLA Workplace Code of Conduct and Benchmarks](#)
- [AAFA/FLA Apparel & Footwear Industry Commitment to Responsible Recruitment](#)

### General Guidance on Migrant Worker Recruitment, Hiring, and Management

- [Dhaka Principles for Migration with Dignity](#)
- [Migration with Dignity: A Guide to Implementing the Dhaka Principles \(IHRB\)](#)
- [Recruitment Fees Briefing Document \(IHRB\)](#)
- [International Convention on the Rights of Migrant Workers and their Families](#)
- [Good Practice Guide: Global Migration \(BSR\)](#)
- [FLA Forced Labor Issue Brief](#)
- [Guiding Principles on Business and Human Rights \(OHCHR\)](#)
- [Guidelines for Multinational Enterprises \(OECD\)](#)
- [Resource and Action Guide for Apparel and Footwear Companies \(KnowTheChain\)](#)
- [Guiding Principles to Combat Forced Labour \(ILO\)](#)
- [General Principles and Operational Guidelines for Fair Recruitment and Definition of Recruitment Fees \(ILO\)](#)
- [A Global Comparative Study on Defining Recruitment Fees and Related Costs \(ILO\)](#)
- [Best Practice Guidance on Recruitment of Migrant Workers \(ICCR\)](#)
- [Corporate Responsibility in Eliminating Slavery and Trafficking Tools & Guidelines \(CREST/IOM\)](#)
- [Interactive Map for Business of Anti-Human Trafficking Organizations](#)
- [Standards for Repayment of Migrant Worker Recruitment Fees and Related Costs \(Impactt\)](#)
- [Remediating Worker-Paid Recruitment Fees \(IHRB\)](#)
- [Remediation and Elimination of Recruitment Costs Charged to Migrant Workers \(Verité\)](#)

### Guidance from Verité:

- [Establishing Effective Grievance Mechanisms & Protection for Whistleblowers](#)
- [Eliminating Recruitment Fees Charged to Migrant Workers](#)
- [An Ethical Framework for Cross Border Labour Recruitment](#)
- [Sample Code of Conduct Provisions](#)
- [Sample Benchmarks of Good Practice in Recruitment and Hiring](#)
- [Fair Hiring Toolkit](#)



### **Guidance from Impactt:**

- [Ethical Recruitment in the garment industry](#)
- [It's pay-back time! Practical steps to repayment of recruitment fees as remedy for forced labour](#)
- "Standards for Repayment of Migrant Worker Recruitment Fees and Related Costs" (2020)
- [Reports](#)

### **Guidance Related to the COVID-19 Pandemic:**

- [Getting Your Workplace Ready for COVID-19 \(WHO\)](#)
- [Printable Posters and Handouts About COVID-19 \(CDC\)](#)
- [ILO Standards and COVID-19 \(coronavirus\) FAQ \(ILO\)](#)
- [C-19 Migrant Labor Briefing \(ETI\)](#)
- [C-19: Guidance for employers and business to enhance migrant worker protection during the current health crisis \(IOM\)](#)
- [C-19 Manufacturing & Retailer Guidance \(The Mekong Club\)](#)
- [C-19 Human Trafficking and Forced Labor \(Verité\)](#)

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