

Kansas State University's Feed the Future Innovation Lab for  
the Reduction of Post-Harvest Loss (PHLIL)  
Anti-Trafficking Compliance Plan

**Background and Purpose**

The Post-Harvest Loss Innovation Lab (PHLIL) has developed this Anti-Trafficking Compliance Plan ("Plan") in accordance with the U.S. Government's zero-tolerance policy regarding trafficking in persons by government contractors and award recipients, as set out in the Federal Acquisition Regulation (FAR) Subpart 22.1703(a) and 52.222-50(h), and in USAID Standard Provision C20 Trafficking in Persons for U.S. Nongovernmental Organizations. The compliance plan is designed to prevent any prohibited activities identified in the FAR and to monitor, detect, and terminate any subcontract or subcontractor employee engaging in prohibited activities.

The purpose of the Plan is to comply with Kansas State University's (K-State) policies and outline PHLIL's procedures for:

- 1) informing PHLIL employees of the conduct prohibited under [K-State's Anti-Trafficking Policy](#) and the Protections Against Trafficking in Persons provisions and the actions that may be taken against employees for violations;
- 2) employing fair recruitment, wage, and housing practices; and
- 3) preventing prohibited trafficking activity by suppliers, subcontractors, and sub-recipients, and monitoring, detecting, and terminating those who engage in such activities.

**Applicability**

This plan sets out PHLIL's baseline standards for anti-trafficking compliance and applies presumptively to all U.S. Government contracts, subcontracts, cooperative agreements, awards, and subawards associated with PHLIL.

**Employee Awareness Program**

PHLIL posts the Policy on its website (<http://www.k-state.edu/phl/>) where it can be accessed by all PHLIL personnel at any time.

**Recruitment and Wage Plan**

PHLIL strictly prohibits the use of any misleading or fraudulent recruitment practices during the recruitment of employees or offering of employment to employees. PHLIL employees must fully and accurately disclose, in a format and language accessible to the employee, all key terms and conditions of employment, including wages and benefits, work location, living conditions, housing and associated costs (where provided or arranged by PHLIL), significant costs to be charged to the employee, and, if applicable, the hazardous nature of the work.

PHLIL prohibits the use of recruiters that do not have trained employees, or that do not comply with all labor laws of the country where the recruitment takes place.

PHLIL prohibits charging recruitment fees to any employee.

PHLIL will pay to all employees, associated with its award and subawards, wages that meet applicable host-country legal requirements, or will explain any variance.

Where required by law or contract, PHLIL will provide to every employee an employment contract, recruitment agreement or other required work document, written in a language the employee understands, containing all required information about the terms of conditions of employment, which may include, by way of example, the work description, wages, work location, living accommodations and associated costs, time off, transportation arrangements, grievance process, the content of applicable laws and regulations prohibiting trafficking in persons, and the prohibition on recruitment fees. If the employee must relocate to perform the work, PHLIL will provide the required work document at least five (5) days prior to relocation.

PHLIL prohibits destroying, concealing, confiscating or otherwise denying any employee access to his or her identity or immigration documents.

PHLIL will provide or pay the cost of return transportation at the end of employment for any employee who is not a national of the country where the work took place and was brought into that country by PHLIL for purposes of working on a covered U.S. Government contract or award.

PHLIL will provide or pay the cost of return transportation at the end of employment for any employee who is not a U.S. national and was brought into the U.S. for purposes of working on a covered U.S. Government contract or award, if payment of such costs is required under existing temporary work programs or pursuant to a written agreement with the Worker for portions of contracts and awards performed outside the U.S.

### **Housing Plan**

In situations where PHLIL provides housing to employees, the housing will meet host country housing and safety standards.

### **Reporting Requirements and Procedure**

All PHLIL personnel are required to report any suspected trafficking-related activity or violation of the Kansas State University Anti-Trafficking Policy, without fear of retaliation, to the Kansas State University Office of Institutional Equity (OIE), which can be contacted at 785-532-6220 or [equity@ksu.edu](mailto:equity@ksu.edu).

PHLIL personnel and subcontractor personnel who believe they or others have been subjected to prohibited trafficking-related activities must report the activity as outlined above, and may also contact the Global Human Trafficking Hotline at 1-844-888-FREE or [help@befree.org](mailto:help@befree.org).

PHLIL strictly prohibits retaliation against any PHLIL employee who reports prohibited trafficking-related activity or other violations of this policy, or who cooperates with any internal or government investigations of such reports. PHLIL personnel who engage in any form of retaliation against those who report prohibited trafficking-related activities or other violations of this policy are subject to disciplinary action, up to and including termination of employment and/or termination of the subawardee or contractor relationship.

PHLIL has also established a performance monitoring, detection, and remediation program to identify and address on an ongoing basis, any violations of the requirements of FAR 22.1703(a) and the Kansas State University Anti-Trafficking Policy. This includes inclusion of USAID Standard Provision C20 Trafficking in Persons for U.S. Nongovernmental Organizations in all subaward agreements and monitoring of subaward expenditures via regular spot checks to detect any questionable activities and/or irregularities. If any are found, PHLIL will notify OIE and conduct appropriate remediation

actions. In addition to notifying OIE, in the event of the receipt of credible information alleging violation of FAR 22.1703(a), PHLIL will:

- notify PHLIL's USAID Agreement Officer Representative (AOR) and the agency Inspector General of the specific nature of the activity, including specific remedial actions taken, and
- take appropriate corrective and preventive action, up to and including dismissal of PHLIL employees and terminations of contracts with subcontractors, suppliers, and agents.

### **Investigations**

Upon receiving a report, OIE will conduct a timely investigation, to the extent practicable, to determine whether a violation of the Policy has occurred. In consultation with the Office of General Counsel, OIE will prepare a report of its findings and will provide that report to appropriate University and PHLIL personnel for further decision making.

If OIE determines at any time that there is credible information indicating that FAR 22.1703(a) may have been violated, OIE will inform the Vice President for Research. The Vice President for Research will take appropriate steps to comply with federal law, including, but not limited to, notify PHLIL's USAID AOR and the agency Inspector General.

PHLIL personnel will cooperate fully with any U.S. Government agencies responsible for any investigations, audits, or corrective actions relating to trafficking in persons, including, but not limited to, providing timely and complete responses to document requests, and providing reasonable access to PHLIL facilities and staff.

PHLIL will protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and will not prevent or hinder these employees from cooperating fully with U.S. Government authorities.