



Modern Slavery Code of Conduct

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1. Introduction and Scope

1.1 IMC values and accountability

The Investment Migration Council (IMC) adheres to generally recognised human rights principles, in line with the UN Guiding Principles on Business and Human Rights.

To that end, IMC has a responsibility to the business community and requires its members, contractors, and suppliers to follow applicable national and international laws and regulations.

1.2 Compliance with the Code

All members, contractors, and suppliers are expected to support IMC's commitment to protecting and supporting workers' rights.

The rules of this Code must be followed by IMC members, contractors, and suppliers. Failure to do so may result in the termination of IMC's relationship with the non-compliant member, contractor, or supplier.

1.3 Scope of application

This Modern Slavery Code of Conduct (the 'Code') is consistent with IMC ethics and practices, and it applies to all IMC members, contractors, and suppliers.



2. Use of terms

2.1 Forced or compulsory labour

The term ‘forced or compulsory labour’ shall have the meaning defined in Article 2 of the ILO Convention Concerning Forced or Compulsory Labour, 1930 (No.29):

1. ‘[T]he term forced or compulsory labour shall mean 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.
2. ‘[T]he term forced or compulsory labour shall not include—
 - (a) any work or service exacted in virtue of compulsory military service laws for work of a purely military character;
 - (b) any work or service which forms part of the normal civic obligations of the citizens of a fully self-governing country;
 - (c) any work or service exacted from any person as a consequence of a conviction in a court of law, provided that the said work or service is carried out under the supervision and control of a public authority and that the said person is not hired to or placed at the disposal of private individuals, companies or associations;
 - (d) any work or service exacted in cases of emergency, that is to say, in the event of war or of a calamity or threatened calamity, such as fire, flood, famine, earthquake, violent epidemic or epizootic diseases, invasion by animal, insect or vegetable pests, and in general any circumstance that would endanger the existence or the well-being of the whole or part of the population;
 - (e) minor communal services of a kind which, being performed by the members of the community in the direct interest of the said community, can therefore be considered as normal civic obligations incumbent upon the members of the community, provided that the members of the community or their direct representatives shall have the right to be consulted in regard to the need for such services’.

2.2 Child

The term ‘child’ shall have the meaning defined in Article 1 of the UN Convention on the Rights of the Child:

‘[A] child means every human being below the age of eighteen years unless under the law applicable to the child, majority is attained earlier’.

2.3 Child labour



The term ‘child labour’ shall have the meaning defined in Article 32 of the UN Convention on the Rights of the Child, comprising economic exploitation and performing any work:

‘that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development’.

2.4 The worst forms of child labour

The term ‘the worst forms of child labour’ shall have the meaning defined in Article 3 of ILO Worst Forms of Child Labour Convention, 1999 (No. 182), comprising:

- (a) all forms of slavery or practices similar to slavery, such as the sale and trafficking of children, debt bondage and serfdom and forced or compulsory labour, including forced or compulsory recruitment of children for use in armed conflict;
- (b) the use, procuring or offering of a child for prostitution, for the production of pornography or for pornographic performances;
- (c) the use, procuring or offering of a child for illicit activities, in particular for the production and trafficking of drugs as defined in the relevant international treaties;
- (d) work which, by its nature or the circumstances in which it is carried out, is likely to harm the health, safety or morals of children.

2.5 Trafficking in persons

The term ‘trafficking in persons’ shall have the meaning defined in Article 3 of the Protocol to Prevent, Suppress and Punish Trafficking in Persons Especially Women and Children, supplementing the United Nations Convention against Transnational Organized Crime:

“‘Trafficking in persons’ shall mean the recruitment, transportation, transfer, harbouring or receipt of persons, by means of the threat or use of force or other forms of coercion, of abduction, of fraud, of deception, of the abuse of power or of a position of vulnerability or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purpose of exploitation. Exploitation shall include, at a minimum, the exploitation of the prostitution of others or other forms of sexual exploitation, forced labour or services, slavery or practices similar to slavery, servitude or the removal of organs’.

3. Minimum Standards

3.1 Purpose of the Code



The Code establishes the basic standards that the IMC expects of its members, contractors, and suppliers.

The Code is not meant to replace national laws or international standards that impose obligations on IMC members, contractors, and suppliers.

3.2 Forced or compulsory labour is prohibited

IMC is opposed to any forms of forced or compulsory labour.

IMC members, contractors, and suppliers are required to respect the rights of their employees and are not permitted to use or engage in forced or compulsory labour.

Members, contractors, and suppliers must follow modern slavery regulations in their countries of business.

Members, contractors, and suppliers shall not knowingly deal with third parties using or engaging in forced or compulsory labour.

Members, contractors, and suppliers must take all necessary means to guarantee that no forced or compulsory labour occurs in their supply chain or any component of their business.

3.3 Child labour is prohibited

IMC is opposed to the use of any form of child labour.

IMC members, contractors, and suppliers are not permitted to use or engage in any sort of child labour.

Members, contractors, and suppliers must follow applicable child labour laws and hire only workers who fulfil the appropriate minimum legal age requirement in their respective countries of business.

Members, contractors, and suppliers must not contract with subcontractors or suppliers who utilise or engage in child labour or the worst forms of child labour.

Members, contractors, and suppliers must take all reasonable means to guarantee that child labour or the worst forms of child labour do not exist in their supply chain or any component of their business.

3.4 Human trafficking is prohibited

IMC is opposed to any form of human trafficking.

IMC members, contractors, and suppliers must respect the rights of their employees and are prohibited from engaging in human trafficking.



Members, contractors, and suppliers must follow anti-trafficking regulations in their respective countries of business.

Members, contractors, and suppliers shall not knowingly contract subcontractors or suppliers dealing with or engaging in human trafficking.

Members, contractors, and suppliers must take all reasonable means to ensure that human trafficking does not occur in their supply chain or any other aspect of their business.

4. Compliance

4.1 Adherence to the Code and applicable laws

Members, contractors, and suppliers must follow this Code as well as all applicable national laws and international standards in their respective countries of business.

Members, contractors, and suppliers must be able to demonstrate that their products (including the parts and materials that make up the products as well as their transportation) conform with all applicable laws and international standards.

Members, contractors, and suppliers who are aware of or have reasonable reasons to suspect a violation of this Code should contact and report it to IMC promptly.

If IMC suspects a violation of this Code, it may request that a member, contractor, or supplier verify that their products (including the parts and materials that comprise the products and their transportation) conform with all applicable laws and international standards.

5. Enforcement

5.1 Corrective actions

IMC may propose a rectification plan outlining future steps where:

- a) a member, contractor, or supplier fails to ensure that their products (including the parts and materials that comprise the products, as well as their transportation) conform with all applicable laws and international standards
- b) a member, contractor, or supplier confirms a breach of the Code, or
- c) IMC establishes a breach of the Code.



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5.2 Contractual relationship termination

IMC will end any relationship with a member, contractor, or supplier if any of the following conditions are met:

- a) a member, contractor, or supplier has deliberately violated the Code;
- b) corrective measures do not result in the correction of the violation; and
- c) the violation may not be corrected by corrective measures due to its nature.

Approved and Adopted by the Governing Board on the 12th July 2023.