



Combatting Trafficking in Persons Compliance Plan

Introduction

In compliance with U.S. Government laws and regulations regarding trafficking in persons, Sayres and Associates (Sayres) has implemented this Combatting Trafficking in Persons (CTIP) Compliance Plan to inform its employees about: prohibited activity regarding human trafficking and how to report such activity; its recruitment, wage and housing plans; and procedures it has incorporated to prevent agents and subcontractors from engaging in trafficking in persons as well as actions it takes to monitor, detect, and terminate or remove as appropriate any agents, subcontracts, or subcontractor employees or agents that have engaged in such activities. Specific parts of this plan may be tailored to comply with specific laws within a host-country.

Scope/Applicability

This CTIP Compliance Plan establishes Sayres' corporate compliance standards related to the CTIP policy and applies to all contracts that exceed or are expected to exceed \$500,000 for supplies acquired outside the United States (other than commercially available off the shelf items (COTS)) or services to be performed outside the United States. When a contract-specific CTIP compliance plan is required, Sayres will implement additional contract specific controls to satisfy the contract requirements.

Awareness Program

Sayres has implemented an awareness program to inform its employees and business partners about the US Government's policy of prohibiting trafficking in persons, the specific activities prohibited, and the actions that will be taken against any person who violates these prohibitions. Employees and business partners are made aware of the following prohibited human trafficking-related activities:

- Trafficking in persons
- Procurement of commercial sex acts
- Use of forced labor
- Destroying, concealing, confiscating or otherwise denying access by an employee to the employee's identity or immigration documents
- Use of misleading or fraudulent practices during the recruitment of employees or contractors or offering of employment
- Using recruiters that do not comply with local labor laws
- Charging employees recruitment fees
- Failing to provide or pay for return transportation to an employee's home country upon end of deployment
- Providing or arranging housing that fails to meet the host country housing and safety standards
- If required by law or contract, failing to provide an employment contract, recruitment agreement or other required work document in writing

Employees, agents, subcontractors, and subcontractor employees who violate any applicable US Government law or regulation related to human and sex trafficking or firm policy will be subject to appropriate action, up to and including removal from US Government contracts and/or termination of contract or employment.



Employee Reporting

Employees and business partners are required to report any activity or condition that may violate the company's CTIP confidentially and without retaliation to any of the following resources:

- Any Officer of the company
- Anyone in the Human Resources Department
- Anyone in the Contracts Department
- The Global Human Trafficking Hotline at 1-844-888-FREE or help@befree.org

As further described in the company's Non-Retaliation Policy, Sayres will not retaliate in any way against any employees, agents, subcontractors, or subcontractor employees or agents who make a report in good faith.

Upon receipt of credible information of a violation, Sayres will notify the appropriate Contracting Officer and Agency Inspector General of the circumstances, including any actions taken against the individuals involved consistent with this Plan.

Recruitment and Wage Plan

Neither Sayres nor any of its business partners will engage in misleading or fraudulent practices in the recruitment of employees. Sayres and its business partners will disclose, in a format and language accessible to the worker, basic information and will not make any material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant cost to be charged to the employee, and, if applicable, the hazardous nature of the work.

Sayres and its business partners will, if required under law or the contract, provide the employee, in a language that the employee understands, the employment contract, recruitment agreement, or other required written work document. If relocating, the work document will be provided to the employee at least five days prior to the employee relocating and will include, at a minimum, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

Sayres will utilize business partners that are appropriately trained and fully comply with local labor laws. Sayres will not work with any entity that charges prohibited recruitment fees to the employees they recruit.

Neither Sayres nor any of its business partners will destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority.

Sayres will ensure that wages meet applicable host-country legal requirements or explain any variance.

Housing and Transportation

When applicable, Sayres will only provide housing that meets relevant standards, including host-



country housing and safety standards. Program Managers must engage their contracts and legal department POCs in advance when Sayres expects to arrange or provide for local housing.

For employees travelling in support of a US Government contract, Sayres will provide or pay for return travel at the end of employment unless the employee is legally permitted to remain in the country of employment and chooses to do so, or Sayres is exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation.

Due Diligence and Compliance of Business Partners

Relevant Third Parties include prime contractors, subcontractors, independent consultants, agents, representatives, customs brokers, advisors (including lawyers or accountants), joint venture partners, teaming or alliance partners, similar contracting parties or other individuals or entities anywhere in the world.

Sayres has procedures in place to prevent Relevant Third Parties from engaging in any trafficking-related activities prohibited by applicable anti-trafficking laws and regulations, and to monitor, detect, and terminate any contract with Relevant Third Parties engaging in prohibited activities.

As part of Sayres' corporate CTIP due diligence practices for Relevant Third Parties, Sayres will reference publicly available information, such as sam.gov, related to compliance with CTIP each time a Relevant Third Party is engaged, or a modification is made to an engagement.

Before Sayres makes any commitment (verbal or written) to a prospective Relevant Third Party, and as a pre-condition to entering into any agreement, Sayres will conduct an appropriate due diligence review of the Relevant Third Party designed to assess the prospective Relevant Third Party's compliance with US laws and regulations prohibiting human or sex trafficking.

As part of the standard terms and conditions for Sayres' subcontracting and purchasing, Sayres includes the substance of FAR 52.222-50 in subcontracts and purchase orders and requires its Relevant Third Parties to certify compliance with all applicable US Government anti-trafficking laws and regulations. Certification is required the first time a Relevant Third Party is engaged and annually thereafter during the term of any engagement.

Business Partners who will perform a subcontract which is for supplies (other than COTS) acquired outside the U.S. or for services to be performed outside the U.S. that has an estimated subcontract value of \$500,000 or more are also required to provide the certification under FAR 52.222-56 and provide appropriate evidence of compliance with its or Sayres' CTIP Plan.

Posting of Compliance Plan

Sayres will post the relevant portions of this plan no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Sayres Internal Web site.

Periodic Reassessment of the Plan

Sayres will periodically review and assess this Plan. Modifications of controls and measures will be implemented as required.