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WATCH

THE ISLAND OF HAPPINESS REVISITED

A progress report on institutional commitments to address abuses
of migrant workers on Abu Dhabi's Saadiyat Island



The Island of Happiness Revisited

**A Progress Report on Institutional Commitments to Address Abuses of
Migrant Workers on Abu Dhabi's Saadiyat Island**

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Summary and Key Recommendations



THE ISLAND OF HAPPINESS REVISITED

Photographs by Samer Muscati/Human Rights Watch

Saadiyat Island will have museums and a performing arts center designed by world-renowned architectural firms as well as golf courses, hotels, and expensive residences.



The Gulf emirate of Abu Dhabi in the United Arab Emirates (UAE) has been working to convert Saadiyat Island into an international tourist destination, at a cost of between US\$22 and \$27 billion. The low-lying island in the Arabian Gulf will get a campus of New York University (NYU), museums, including branches of the Guggenheim and the Louvre, and a performing arts center, each designed by world-renowned architectural firms, as well as golf courses, hotels, and luxury residences. The Tourism Development and Investment Company of Abu Dhabi (TDIC), a government-established and owned development company, is the primary development partner on the island; cultural institutions, including the Guggenheim and Louvre museums, have signed agreements with TDIC to develop outposts there. In January 2012 TDIC announced a new time frame for the museums, which have faced lengthy construction delays. The Louvre Abu Dhabi is now scheduled to open in 2015, while the Guggenheim is set for 2017. Abu Dhabi's Executive Affairs Authority (EAA), a government agency that provides strategic policy advice to the Chairman of the Abu Dhabi Executive Council, is responsible for the development and construction of the NYU campus, scheduled to open in 2014.





A migrant worker picks up trash on Saadiyat Island. Abu Dhabi hopes to turn the island into an international tourist destination.



Drawn by the promise of jobs, thousands of men from India, Pakistan, Bangladesh, Sri Lanka, Nepal, and Thailand are working on Saadiyat Island. Workers spend up to 12 hours per day on their worksites, often in difficult conditions.

Between October 2010 and January 2011 Human Rights Watch visited Saadiyat Island several times to update the findings of its May 2009 report, *The Island of Happiness: Exploitation of Migrant Workers on Saadiyat Island, Abu Dhabi*, which documented the severe exploitation and abuse of South Asian migrant workers on the island, and the lack of legal and institutional protections necessary to curtail the abuse.

Our research, based on interviews with 47 workers on the island, found that in spite of commitments by both the developers and their foreign partners to take steps to avoid abuse of migrant workers on Saadiyat Island, and in spite of

some improvements in the working conditions of migrant workers, abuses are continuing. This new report documents both these continuing abuses and the gaps in protection that must be addressed in order to remedy them.

Our research found notable improvements in some areas, particularly in the regular payment of wages, rest breaks and days off, and employer-paid medical insurance. However, workers continue to report indebtedness for recruitment fees paid to obtain their jobs in the UAE. In some cases, they had paid fees just a few months before arriving in Abu Dhabi to obtain their most recent employment contracts.

Workers also reported a lack of information, or misleading information, about their terms of employment before arrival in the UAE, or the imposition of new, inferior contractual terms upon arrival; illegal salary deductions; and, for some workers who did not live in the Saadiyat Island Workers' Village, overcrowded and unhygienic housing conditions. Contrary to commitments of the developers, only one worker of the 47 we



interviewed reported that he retained custody of his passport, while the rest said that their employers retained their passports.

Following the publication of our 2009 report and in line with its recommendations, many of the institutions and companies involved in the development of Saadiyat Island started to make commitments to avoid the abuses of workers on the island, including promises to ensure prompt payment of salaries, overtime pay, days off, vacations, and improved housing standards.

Most recently, they pledged to require contractors to reimburse workers who have paid recruitment fees in their home countries and to appoint independent monitors to detect and report publicly on violations of workers' rights on the island.

These steps have the potential to improve conditions for workers but, as the mixed picture of continuing abuse

Workers entering the Saadiyat Island Worker's Village, a facility with the capacity to house 40,000 workers upon completion. The village accommodates a maximum of six workers in each room and boasts amenities unheard of in most labor camps in the UAE including an internet café, sports and recreational facilities, entertainment programming, and laundry services.

presented in this report shows, there is still considerable progress to be made. Much will depend on how the commitments are carried out in practice. The development companies have not yet reported publicly on any findings by the new monitors they say they have appointed. Moreover, to date they have not made public key components of their monitoring programs (such as terms of reference, scope of monitoring, and research methodology) that might demonstrate that the monitoring is credible and independent. It is unclear if they plan to do so.



The construction site of Guggenheim's Abu Dhabi branch, which is now expected to open in 2017.

Further clarity is also needed regarding measures to ensure compliance with the new commitments. TDIC has spelled out its contractual rights to fine or terminate contractors that do not comply with the measures designed to prevent human rights abuses, but enforcement appears to be dependent on TDIC alone. It is unclear what recourse NYU, the Louvre, and the Guggenheim have should TDIC and EAA fail to enforce their own commitments to worker protections.

Since the publication of our 2009 report, the UAE government has implemented significant new labor reforms, including expanding a ban on work during the hottest hours of the day between mid-July and mid-September, and compulsory housing standards to improve living conditions for migrant workers. In January 2011 the government issued important new labor regulations to curb exploitative recruiting agents who entrap foreign workers with recruiting fees and false contracts, signaling a very positive commitment to address two of the country's most glaring human rights problems.

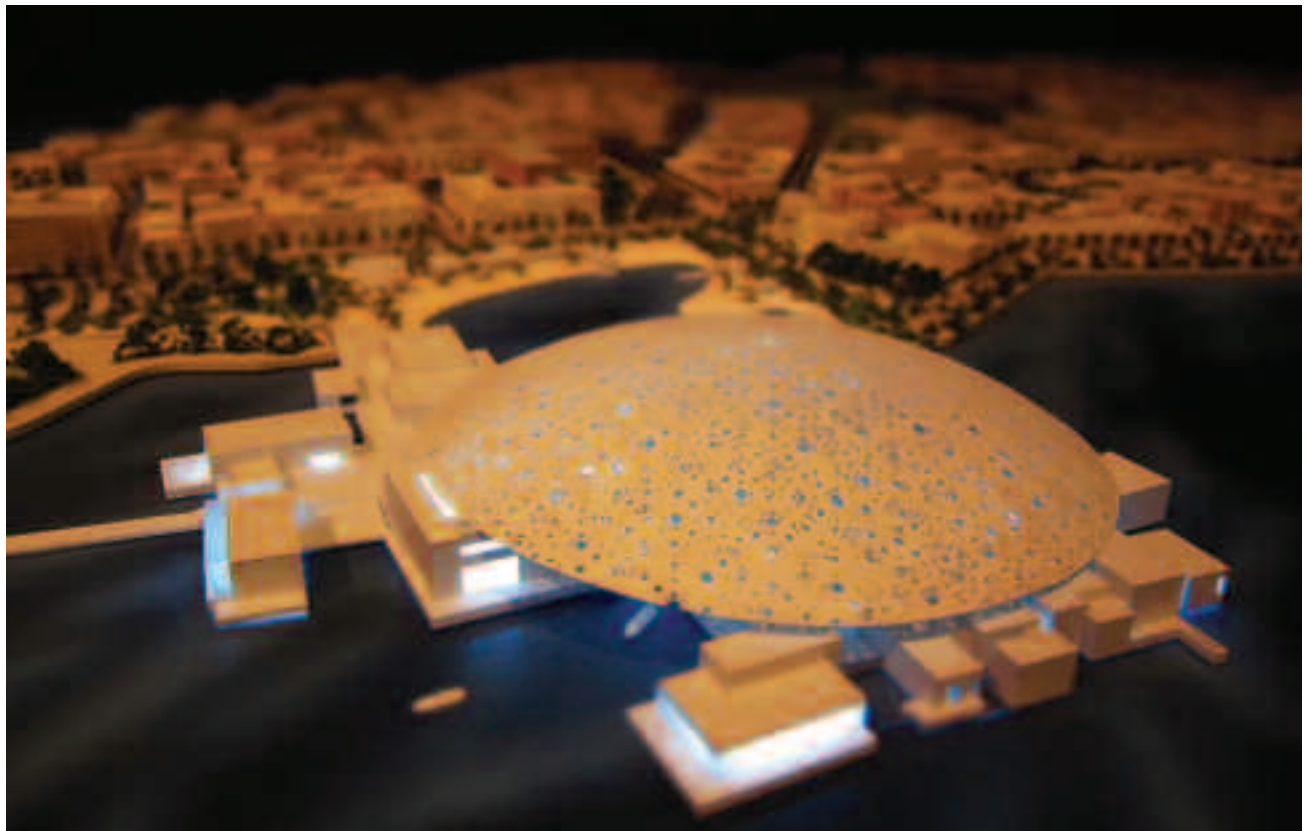
The commitments and legal reforms made on Saadiyat Island are welcome developments, but the true test lies in the impact of these changes on workers. The evidence to date

indicates that there are significant problems yet to be overcome and that both the government and institutions need to do more to follow through on existing commitments and expand on them to address remaining weaknesses.

Our research points to the continuing gaps in protections. A number of the important commitments made by TDIC, EAA, and their foreign partners are being weakened or ignored in practice. Absent rigorous monitoring and penalties for non-compliance, there is a high risk that conditions for workers will not change substantially and that instead abusive contractors will continue to violate standards designed to protect workers' rights, and workers will continue to face exploitation, with inadequate information about their rights or opportunities for redress.

To avoid this outcome, the developers and their foreign partners need to do more to ensure that adequate accountability measures are put in place. Their existing commitments should be strengthened to provide for monitoring that is transparent and independent, supported by clear and public guidelines and by the disclosure of comprehensive information about the terms of reference and monitoring methodologies of their new independent monitors.

TDIC and EAA must remain vigilant by penalizing and, failing adequate response, terminating relationships with contractors who continue to confiscate passports or work with agencies or sub-agencies that mislead workers regarding



(top) Construction of the Louvre Abu Dhabi, which is now scheduled to open in 2015.

(above) An artist's model of the Louvre Abu Dhabi on display in Saadiyat Island.



Workers on Saadiyat Island waiting for the bus after their day shift. Some workers who did not live in the Saadiyat Island Workers' Village, said they lived in overcrowded and unhygienic housing conditions.

conditions of employment in the UAE, and should publicly disclose these penalties and terminations.

In light of the continued prevalence of workers reporting the payment of recruiting fees—the single greatest factor in creating conditions of forced labor—all parties must make a clear, unequivocal promise to ensure that workers are reimbursed any recruiting fees they are found to have paid to secure employment on the island. That way, if contractors fail in their promise, the national development companies will be

responsible and, as a last resort, workers can turn to them or to the foreign cultural and academic institutions for reimbursement. As between workers and these entities, there is no doubt that the national and foreign institutions are in a far better position to bear the risk and loss when contractors fail in their promise to pay such fees. Finally, NYU, Guggenheim, and the Louvre should obtain and disclose enforceable guarantees from EAA and TDIC, respectively, to uphold their commitments to protecting worker rights.



Saadiyat Island workers leaving their worksite. Workers continue to report indebtedness for recruitment fees paid to obtain their jobs in the UAE. In some cases, they had paid fees just a few months before arriving in Abu Dhabi to obtain their most recent employment contract.

KEY RECOMMENDATIONS

- TDIC and EAA should monitor compliance by contractors and subcontractors through an independent and transparent process that includes interviews with workers in their native language. They should penalize contractors working with agents or sub-agents who are found to have charged workers recruitment fees, and should terminate relationships with contractors that continue to work with agencies or sub-agencies that charge workers fees. The penalties should be severe enough to act as deterrent rather than a routine cost of business. The Guggenheim, the Louvre/AFM, and NYU should seek regular updates on compliance and insist that their development partners enforce penalties for violations and terminate relationships with repeat violators.
- TDIC and the EAA should explicitly commit to reimbursing workers for any recruiting fees they are found to have paid when contractors have failed to do so. If TDIC or the EAA also fails to fulfill this obligation, NYU, the Guggenheim and AFM/the Louvre should step in to reimburse any outstanding recruitment fees paid by workers on their respective sites.
- TDIC and EAA should require all contractors and subcontractors to obtain copies of contracts signed by workers in their home countries, in their native languages, attesting to the terms of their employment. If workers have already held jobs in the UAE and are recruited in-country, contractors should provide signed and notarized undertakings in workers' native languages that clearly state the terms and conditions of their employment.
- TDIC and EAA should immediately require all contractors, subcontractors, and labor suppliers to return workers' passports to their physical possession.
- TDIC and EAA should penalize contractors, subcontractors, or labor suppliers who are found to have confiscated passports, and should terminate relationships with those that continue to do so. The Guggenheim, the Louvre/AFM, and NYU should seek regular updates on compliance and insist that their development partners enforce penalties for violations and terminate relationships with repeat violators.
- TDIC and the EAA should release comprehensive information about the terms of reference and methodologies of the monitoring firms they have engaged to demonstrate their respective firms' independence in auditing and reporting.

I. Background

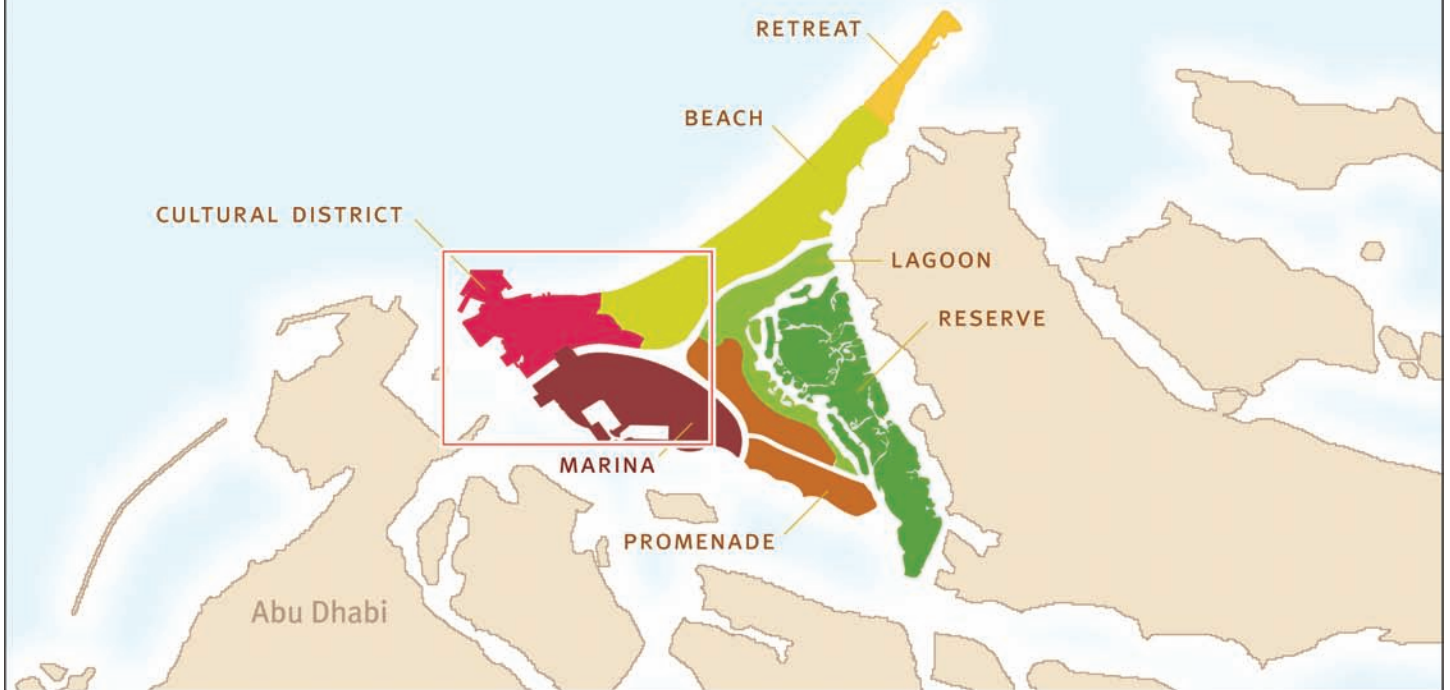
Human Rights Watch's 2009 "Island of Happiness" Report

Human Rights Watch's May 2009 report, *The Island of Happiness: Exploitation of Migrant Workers on Saadiyat Island, Abu Dhabi*, documented a pattern of severe exploitation and abuse of South Asian migrant workers in the showcase developments on Saadiyat Island in the Gulf emirate of Abu Dhabi in the United Arab Emirates (UAE). Almost all of the 94 migrant workers interviewed for the report said they paid recruitment fees of up to US\$4,100, or between one and three years' of their home countries' annual Gross Domestic Products (GDP) per capita, to recruitment agencies in order to obtain their jobs in the UAE. With meager incomes and few assets, workers often took out loans at high monthly interest rates in order to pay these fees, which they then spent months or years working to pay back.

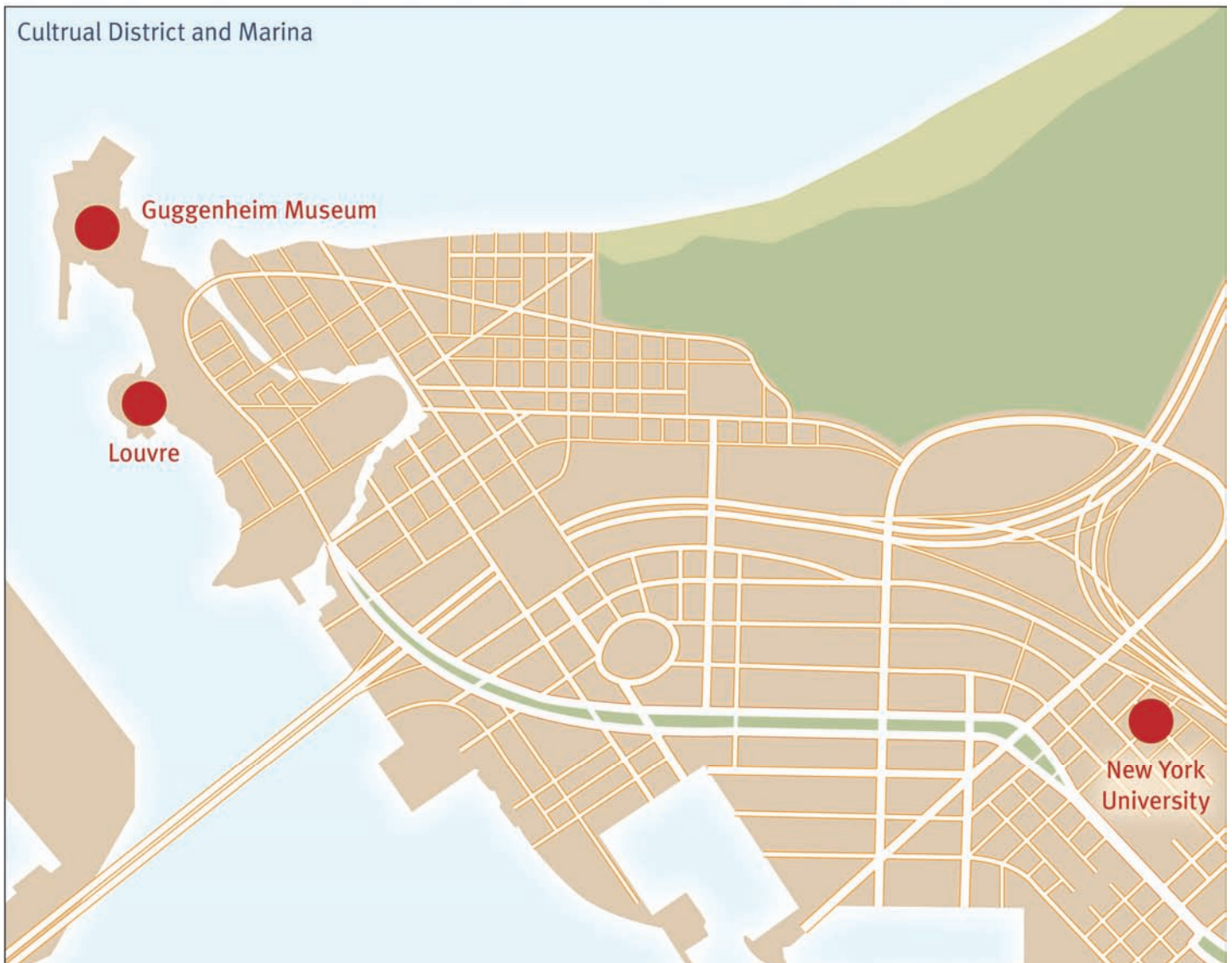
Once in the UAE, many workers we interviewed found that their employers required them to sign new agreements. Some found that recruiting agents had misinformed them about the types of job they would have, or the terms of employment, while others faced exploitation or abuse from their employers in the UAE. Like other migrant workers in the UAE all were denied the right to change jobs under the UAE's restrictive immigration sponsorship laws. Workers interviewed said that employers universally confiscated passports from migrant workers.

The report called on the relevant local authorities, including the Tourism Development and Investment Company of Abu Dhabi (TDIC) and Abu Dhabi's Executive Affairs Authority (EAA), foreign cultural and academic institutions, including New York University (NYU), the Guggenheim, and Agence France-Muséums (AFM), the agency overseeing the Louvre Abu Dhabi, and contractors operating on the island, to uphold international human rights and labor standards and UAE laws designed to protect workers' rights, especially with respect to confiscation of workers' passports by employers and payment of recruitment fees by workers. Human Rights Watch asked that the institutions and their development partners guarantee minimum protections for workers to ensure that no workers on their projects should arrive in the UAE in a state of indebtedness because of payment of recruitment fees or should be unable to go home because of the confiscation of their passports. Such

Saadiyat Districts



Cultural District and Marina



practice with no consequence from the authorities. To address this lack of accountability, as well as the failure of the UAE government to require public disclosure of death and injury rates at worksites, we further called upon the companies and institutions involved to institute a rigorous independent monitoring program to detect and report publicly on violations of workers' rights and health and safety conditions and records.

Lastly, the report called on these institutions to establish clear mechanisms for redress and compensation in cases where employers had violated their workers' rights.

Responses to 2009 Report

In 2010, the EAA, TDIC, NYU and the Guggenheim issued a number of public promises to protect the workers building their sites. On February 3, 2010, NYU and the EAA publicly announced that they would require all employers associated with the NYU Abu Dhabi project to reimburse workers for any fees associated with their recruitment. The announcement also promised that employees would retain all of their personal documents, including passports, specified minimum housing standards, and reiterated requirements under UAE law including timely wage payments through bank accounts and employer-paid medical insurance.

In September 2010 the Solomon R. Guggenheim Foundation and TDIC, the development company responsible for the bulk of Saadiyat Island construction, including museums in the Cultural District, issued a joint statement publicizing TDIC's employment practices policy effective since July 2010 that sets certain labor standards for workers employed on the majority of Saadiyat Island projects, including the Abu Dhabi branches of the Guggenheim and Louvre museums. Human Rights Watch publicly recognized the significance of these steps.

Agence France-Muséums (AFM) and the Louvre, by contrast, have to date not publicly articulated their approach to addressing the human rights of the migrant workers building their museum, although they have given some explanations privately in response to concerns raised. In correspondence and in meetings with Human Rights Watch, they spoke of the French government's historical commitment to protecting labor rights, and stressed that issues identified in our 2009 report remained of concern to them. They also explained that the contractual agreement between AFM and TDIC includes a requirement (that

preceded our 2009 report) that workers' conditions on the Louvre Abu Dhabi project meet the international labor standards set in the Social Accountability 8000 standard (known as SA8000), a code meant to guide companies' compliance with internationally-recognized workers' rights. While the reference to the Social SA 8000 in the contract is an important step toward ensuring that workers are treated fairly and in compliance with international human rights law, it remains unclear how this provision of the agreement is applied in practice. In discussions with Human Rights Watch, Louvre officials said that they will rely upon the findings of the TDIC-hired labor monitor to observe conditions on the Louvre site and, moreover, clarified that the contractual provisions are not accompanied by an enforceable guarantee that would clearly allow AFM to take measures if it learned that the agreed standards were being disregarded.

Responsibility of Institutions for Protection of Workers' Rights

The government of the United Arab Emirates (UAE) has an obligation to protect workers from abuses. It has taken some steps to improve the country's labor regulations to address weaknesses. Yet enforcement is lax, and workers have only limited access to legal and judicial remedies in the UAE. The authorities must do more to reduce the abuses against migrant workers on Saadiyat Island.

The private sector also must play a role in tackling human rights abuses. Although the UAE government has primary responsibility for respecting, protecting, and fulfilling human rights, businesses also have human rights responsibilities. This basic principle has achieved wide international recognition and is reflected in various norms and guidelines.¹

The longstanding concept that businesses have human rights responsibilities secured additional support during the 2005-2011 tenure of the United Nations special representative on business and human rights, Professor John Ruggie. As elaborated in the "Protect, Respect and Remedy" framework and the "Guiding Principles on Business and Human Rights" for their implementation, which were endorsed by the UN Human Rights Council, businesses should respect all human rights, avoid complicity in abuses, and

¹ The preambles to key human rights treaties recognize that ensuring respect for human rights is a shared responsibility that extends to "every organ of society," not only to states. In addition, the preambles of both the ICCPR and ICESCR recognize that "individuals" have human rights responsibilities, a term that can incorporate juridical persons (including businesses) as well as natural persons.

adequately remedy them if they occur.² Elsewhere, Ruggie has explicitly noted that “[t]he corporate responsibility to respect human rights ... applies across an enterprise’s activities and through its relationships with other parties, such as business partners, entities in its value chain, other non-state actors and state agents.”³

² See United Nations Human Rights Council (HRC), Resolution 8/7, “Mandate of the Special Representative of the Secretary-General on the issue of human rights and transnational corporations and other business enterprises,” June 18, 2008; and HRC, Resolution A/HRC/17/L.17/Rev.1, “Human rights and transnational corporations and other business enterprises,” June 16, 2011.

³ Special Representative of the Secretary-General on the issue of human rights and transnational corporations and other business enterprises, “The Corporate Responsibility to Respect Human Rights in Supply Chains,” Discussion Paper for the 10th OECD Roundtable on Corporate Responsibility, June 30, 2010, <http://www.oecd.org/dataoecd/17/50/45535896.pdf>.

II. Since 2009: A Mixed Record

In October and November 2010, and again in January 2011, Human Rights Watch returned to Saadiyat Island to assess what these new policies have meant in practice for workers on the island. We interviewed 47 workers employed there, including workers from the Guggenheim and New York University (NYU) construction sites, workers constructing roads and other infrastructure servicing the Louvre site, workers from around the Cultural District (where all the museums will be housed), and workers we met elsewhere on the island.

Our new research indicates that there have been some significant improvements in problems previously documented: nearly all workers we interviewed reported that employers paid their wages into individual bank accounts, and all but one worker held medical insurance policies purchased by their employer. UAE law requires both practices. However, though at least one UAE court has ruled that employers are prohibited from confiscating worker passports, the problem of passport confiscation remained common among the workers who spoke to Human Rights Watch. Only one worker we interviewed said he retained custody of his passport, while the rest said that their employers retained their passports. And despite the newly implemented electronic payment system, designed to curb long-standing abuses vis-à-vis the non-payment of wages, some workers we spoke to reported that their employers continued to illegally deduct significant portions (up to 25 percent) of their wages each month, justified as reimbursement for their food costs.

Particularly with regard to the payment of recruitment fees, contract procedures, and redress for violations of workers' rights, it appeared from our interviews that employment practices still failed to conform to the various commitments made by the academic and cultural institutions and their local partners. In some of the cases we researched, it additionally appeared that practices on the island continue to violate UAE law as well as international standards for labor rights and migrant workers' rights.

Almost all of the workers we spoke to reported that they had paid high recruitment fees to obtain their jobs in the UAE. In some cases workers said they had paid these fees over three years ago, while in other cases, they had paid fees just a few months before arriving in Abu Dhabi—when the commitments to halt such practices was already in effect—to obtain their most recent employment contracts. Some workers said that they had not

signed an employment contract before leaving their home countries, while others reported that, in cases where they had signed a contract in their home countries, employers required them to sign new contracts with different terms upon arrival in the UAE. Many workers reported that their jobs significantly differed from what agents had promised in their home country.

Both the Tourism Development and Investment Company of Abu Dhabi (TDIC) and Abu Dhabi's Executive Affairs Authority (EAA) (NYU's local partner) have paid particular attention to workers' housing conditions, with positive effect. In its Employment Practices Policy, TDIC requires contractors working on the island to house their workers in the Saadiyat Island Construction Village, a housing facility with the capacity to house 10,000 workers as of July 2011, and with a projected capacity of 40,000 workers upon completion. The Construction Village houses a maximum of six workers in each room and boasts amenities atypical of labor camps in the UAE, including an internet café, sports and recreational facilities, entertainment programming, and laundry services.

However, many of the workers interviewed by Human Rights Watch said that they did not live in the TDIC Workers' Village, but instead in alternative housing facilities in the Industrial Area and elsewhere in Abu Dhabi. Human Rights Watch visited several of these other labor camps and housing facilities, where residents included employees on the Guggenheim site. Workers in these housing facilities said they were not allowed visitors, suffered from regular water shortages, complained of poor levels of cleanliness, and lived in rooms crowded beyond their intended capacity, with between 14 and 16 people per room.

Responses to our New Findings

In February 2011 Human Rights Watch presented its most recent findings in a private letter (published in the appendix below) to the main parties involved in the Saadiyat Island development project, including TDIC, the EAA, NYU, the Guggenheim, and Agence France-Muséums (AFM), and held meetings with NYU, Guggenheim, and Louvre representatives, highlighting the continuing abuses on the island and again stressing the need for independent monitoring and real remedies for workers abused by their employers and recruiting agents. While all institutions responded to the findings of our letter, their responses varied substantially in terms of the information they provided and their willingness to acknowledge and address human rights violations caused by common

employer practices in the UAE. At a minimum, all the institutions reiterated a broad commitment to protecting the rights of workers on their respective sites.⁴

However, despite having taken steps to incorporate protections of workers' rights into their contract with TDIC, the Louvre and AFM have yet to make public their own commitments (independent of TDIC) to workers' rights on the island, including reimbursement for recruiting fees.⁵ During a May 2011 meeting with officials from the French Ministry of Culture, Ministry of Foreign Affairs, and AFM, Human Rights Watch asked why the government had not made commitments similar to those made by other institutions on the island.⁶ Christine Gavini-Chevet, advisor to the French Ministry of Foreign Affairs, said, "we believe we have been transparent about our engagement....We feel that public promises won't bear fruits." Gavini-Chevet assured Human Rights Watch that despite evidence of ongoing worker abuses on TDIC projects on the island, the French government "trusts TDIC" to keep its promises to avoid such abuses on the Louvre project, and that "the violations [Human Rights Watch] cited are not relevant to our site because we haven't started construction yet."⁷ In fact, when Human Rights Watch visited the Louvre Abu Dhabi construction site in October 2010, pilings on the site had already been completed, indicating that construction had proceeded further than on either the Guggenheim or NYU sites. In August 2010 TDIC and AFM each also announced that TDIC had completed placement of the final pilings for the Louvre Abu Dhabi, with TDIC describing it as a "major construction milestone."⁸

The joint written response we received from AFM and the Louvre to our February 2011 letter described the importance they attach to workers' rights, indicating that they "have kept encouraging and enforcing socially responsible practices within the framework of the

⁴ Our letter and all responses we received are incorporated into our report and appear in full as appendices.

⁵ Abu Dhabi is paying € 1 billion over 30 years including €400 million for the use of the Louvre name to Agence France-Muséums, which will administer it for the benefit of a consortium of French institutions. In addition these costs, Abu Dhabi will also pay the Agence France-Muséum another €165 million for its services. "Revealed: details of contract between Abu Dhabi and France," The Art Newspaper, January 6, 2008, <http://www.theartnewspaper.com/article.asp?id=8553> (accessed February 1, 2012). For a description of Agence France-Muséums, see www.agencefrancemuseums.fr (accessed February 2, 2012).

⁶ Meeting between Human Rights Watch and Christine Gavini-Chevet, advisor to the French Minister of Foreign Affairs, Anne-Solène Rolland, advisor to the French minister of culture, Manuel Rabate, secretary general, Agence France Museums, and others, Paris, France, May 11, 2011

⁷ Ibid.

⁸ "Final Pilings Completed on Louvre Abu Dhabi," TDIC press release, August 23, 2010, <http://www.tdic.ae/en/news/media-center/news/final-pilings-completed-on-louvre-abu-dhabi.html> (accessed February 11, 2012).

Louvre Abu Dhabi construction site” and stressing their strong commitment to “high social standards, not only on the building site but also in the entire Louvre Abu Dhabi project.” The letter did not, however, substantively address concerns about abuses on the island. Despite voicing strong commitments to ensure that workers’ rights will be respected, AFM continued discounting the museum’s responsibility to workers: “the French party does not have the responsibility of building the museum as the contracting authority is TDIC.”⁹

Since the letter, TDIC, NYU, and the EAA made significant new pledges to hire independent monitoring firms (although TDIC indicated that it already had an “independent monitoring consultant” and had carried out 48 audits) to review and issue public reports on compliance with rules safeguarding protections of workers’ rights on their projects (discussed in greater detail below), and TDIC matched the pledge by NYU and EAA to require contractors to reimburse workers for recruitment fees (discussed in greater detail below).

These new pledges mark major progress in the protection of worker rights by employers, and in reaffirming the responsibility and role of both the government and private sector actors in securing these protections. They have created new benchmarks for labor practices across the Gulf, particularly in the areas of recruitment fees, passport confiscation, and independent monitoring.

However, our most recent research shows that additional measures are needed. Penalties and fines should be imposed on contractors found to have violated workers’ rights in order to deter future abuses. It is also necessary to establish an enforceable mechanism, such as contractual guarantee, through which NYU, the Louvre and the Guggenheim can hold the EAA and TDIC responsible if they fail to uphold their promises. The Louvre in particular must make existing promises regarding the protection of worker rights public, both to affirm their commitment to the protection of workers on their projects and to serve as an important precedent for best practices in private sector development projects in the UAE.

In addition, TDIC, the EAA and their international partners should clearly define remedies for workers whose rights are violated and specifically promise to reimburse workers found to have paid recruiting fees. While TDIC’s and EAA’s requirements for contractors with respect to worker rights, including the requirement to reimburse workers for recruiting fees, are

⁹ Louvre letter to Human Rights Watch, March, 2011, attached as an appendix to this report.

admirable, workers are not a direct party to these agreements and do not have clear standing to seek their enforcement via the companies and institutions themselves. Ultimately, even if TDIC or EAA terminate an abusive contractor who has failed to reimburse workers for recruiting fees, there is no assurance that the worker will be compensated. For impoverished workers who cannot change jobs, depend upon their monthly wages to support families and pay debts back home, and who have no source of support or shelter should they quit their jobs with abusive employers, taking matters to the courts presents a heavy burden that discourages workers in all but the most dire circumstances. In light of the limited legal protections and access to justice in the UAE, these agencies need to guarantee that, at a minimum, workers on their sites will not serve as effective indentured servants, stuck in their jobs due to debts incurred by the imposition of unlawful recruiting fees.

While the workers we spoke to continued to report a range of problems in employment, we focus in this report on four ongoing problem areas: 1) recruitment fees, 2) contract substitution, 3) passport confiscation, and 4) the need for effective monitoring and remedies. We address some of the remaining problems reported by Saadiyat workers at the time of our research, including access to medical care, health and safety concerns, accommodation, wage deductions, and payment issues, in our letter to responsible companies and institutions, attached in an appendix to this report.

III. Key Issues

Recruitment Fees

Human Rights Watch has repeatedly documented how workers' indebtedness for recruitment fees remains a key factor in their exploitation and abuse across the Gulf region. Until workers pay back debts incurred through these recruitment fees, they are effectively trapped in their jobs—including jobs that they did not agree to, or where employers abuse their rights.¹⁰ Strict limits on the right of migrant workers to change employers in the UAE, employer confiscation of worker passports, and employer control over worker visas in the country have trapped workers even with abusive employers, in conditions that often amount to forced labor.¹¹

UAE law explicitly prohibits recruitment agents from charging workers any fees associated with their recruitment or travel costs.¹² On January 15, 2011, the UAE government passed a new law to address one aspect of the recruiting fee problem by introducing regulations intended to curb recruiting agents who charge recruiting fees and induce workers with false contracts. The new regulations explicitly prohibit UAE recruitment agencies from charging workers or intermediaries recruitment fees. If a worker is found to have paid a fee to anyone associated with an Emirati recruitment agency either inside or outside the UAE, the Labor

¹⁰ The sponsorship system requires workers to seek their sponsoring employer's consent in order for them to legally change jobs, and only after two years of working for their sponsor. Employers must report workers who quit jobs without their permission to government authorities. Once a sponsor reports a worker, authorities cancel his or her residency permit and he or she becomes an illegal resident in the country. According to UAE law, "workers must have spent at least three years working for their sponsor (according to the date their labor card was issued) before becoming eligible to request the sponsor's consent to transfer sponsorship, which they may do only once during their tenure in the country. Art.s 2, (4)(c), Ministerial Decision No.826 (2005), Regarding the Executive Regulations for Labor Sponsorship Transfer. There are no criteria prohibiting a sponsor from arbitrarily or unreasonably withholding consent or requiring the worker to pay a fee for transfer consent. The original sponsor's consent is not required only if the new sponsor pays all the required fees and shows that the previous sponsor has not paid the worker for more than two months. See UAE Ministry of Labor and Social Affairs, *The Protection of the Rights of Workers in the United Arab Emirates: Annual Report 2007*, p.13.

¹¹ In 2004, the Dubai Court of Cassation ruled in favor of an employee who sued his employer seeking a court order for the employer to release his passport. Dubai Court of Cassation, Appeal No.301-2003, February 28, 2004. In 2006, the director of legal affairs at the UAE Labor Ministry publicly stated that "retaining workers' passports amounts to forcible work in violation of the...ILO Convention on the Abolition of Forced Labor, to which the UAE is a signatory."

¹² Federal Law No.8 for 1980, On Regulation of Labor Relations, <http://www.mol.gov.ae/newcontrolpanel/Attachments/07072011/labour%20law%20no.8%20year%201980.pdf> (accessed July 13, 2011), art. 18 states that "It is not permissible for any licensed labour agent or supplier to demand or accept from any worker whether before or after his recruitment, any commission or material reward in consideration for arranging such recruitment, nor may he obtain from him any expenses except as may be decided or approved by the Ministry of Labour and Social Affairs."

Ministry may compel the agency to reimburse the worker. The regulations also hold a recruitment agency partly liable if the employer with whom the agency places workers does not pay the workers. Furthermore, the regulations ban recruiters from placing workers with companies involved in collective labor disputes. While the regulations require UAE recruiters to put down a 300,000 dirham (US\$81,000) minimum deposit, which should be available to pay workers' salaries if the company fails to do so, there is no provision to reimburse recruiting fees. However, the regulations do require agencies to pay 2,000 dirhams (US\$540) per worker for insurance and allow the Ministry of Labor to revoke or suspend an agency's license in the event that an agency violates any of the regulation's provisions.

In March 2011 the Tourism Development and Investment Company of Abu Dhabi (TDIC) amended its Employment Practices Policy to require that contractors reimburse workers found to have paid any recruitment costs or fees associated with their employment on Saadiyat Island, matching a pledge by New York University (NYU) and Abu Dhabi's Executive Affairs Authority (EAA). However, none of the institutions have specified any mechanisms through which workers can register complaints and seek remedy for employers' failure to reimburse them. Without any such provisions, workers have little recourse should employers ignore the pledge that TDIC and EAA have made. There is also a lack of transparency regarding how many, if any, workers have ever received reimbursement.

During our research in October/November 2010 and January 2011, workers on Saadiyat Island told us they continued to pay high recruitment fees, despite promises by the institutions to address this problem. Almost all of the workers interviewed by Human Rights Watch reported paying between US\$900 and \$3,350 to agents in their home countries when seeking employment in the UAE, including some who had arrived recently and worked only on TDIC projects on Saadiyat Island (meaning that the fees were charged in contravention of TDIC's 2009 pledge). They said they continued to take loans at high interest rates, to mortgage family property, and to exhaust hard-won savings to raise the funds to pay recruitment fees, for the promise of better employment in the UAE.

For example, Kabir A., a 32-year-old worker from Bangladesh, said that he had mortgaged his family's farm land to pay a recruitment fee of 200,000 Bangladeshi taka (US\$2,682),

and that after two years of working in the UAE, he still had not paid off his loan.¹³ “We [all] bring loans from our side,” he said. “If we can do this job for six years continuously, we can make some money. Three years is not enough.”¹⁴

Ali R., a worker from Bangladesh who worked for Leighton al-Habtoor, told Human Rights Watch that he had paid 190,000 Bangladeshi taka (US\$2,668) to a recruitment agent in his country seven months earlier.¹⁵ Jamshid S., an al-Jaber employee from Punjab, India, said that he had paid 45,000 Indian rupees (US\$990) in recruitment fees eight months earlier.¹⁶

Human Rights Watch notes that many of the workers on the NYU construction site whom we interviewed reported that while they paid fees to obtain jobs in the UAE, they had not paid recruitment fees to obtain their most recent employment contract to work on the NYU site. Many of these workers said they had paid fees to recruitment agencies in their home countries more than five years before. However, some newer arrivals reported that they had paid fees more recently. Shahin M., a worker from Bangladesh, said he had paid 175,000 Bangladeshi taka (US\$ 2,347) to come to the UAE 28 months before, and was still employed on his initial contract.

Ensuring that workers do not pay recruitment fees themselves will require employers to proactively seek out and engage in methods of responsible recruiting—methods which are not currently the industry standard in the UAE. TDIC’s employment policy states that contractors may not charge TDIC additional amounts for bringing their practices into compliance—meaning that all contractors hired to date will have to absorb the added costs of complying with TDIC’s March 2011 commitment to reimburse workers for their recruitment fees until they take steps to ensure that workers stop paying such fees.¹⁷ To successfully implement these policies and ensure that contractors pay all workers’ recruiting fees (a major break with past recruitment practices), both TDIC and NYU/EAA

¹³ Human Rights Watch interview with Kabir A., China Camp, Baniyas Area, Abu Dhabi, January 25, 2011. A pseudonym has been used in this and all cases, to protect workers’ identities.

¹⁴ Ibid.

¹⁵ Human Rights Watch interview with Ali R., Saadiyat Island Cultural District, October 30, 2010.

¹⁶ Human Rights Watch interview with Jamshid S., Saadiyat Island Cultural District, October 30, 2010.

¹⁷ “Claims for extra costs incurred by any contractor for Compliance with the provisions of variations to this Policy shall be for the account of the Contractor unless otherwise agreed to in advance by the Client....Under no circumstances will the Client be liable for any extra costs incurred by Contractor arising out of compliance with the provisions of this Policy.” EPP DIC EPP, Sections 55.1 and 55.2, July 29, 2010, available at: http://www.tdic.ae/en/media/get/20100922_epp-guggenheim.pdf (accessed February 13, 2011).

should not only levy effective penalties against those who violate the updated policy, but also explicitly commit to reimbursing recruitment fees that workers are found to have paid when contractors fail to do so. As a failsafe—given how significant recruitment fees are to the exploitation and abuse of workers—NYU, the Guggenheim, and AFM/the Louvre should directly reimburse any outstanding fees to workers on their respective sites whenever TDIC or the EAA fails to fulfill this obligation. These institutions, having received considerable financial inducements from the UAE in exchange for their branches, are in a much better position to accept this financial burden than the laborers building their institutions for meager salaries. If these institutions are genuine about preventing labor abuses at their sites, they need to go beyond pledges and demonstrate their commitments by financially guaranteeing that, as a last resort, they will reimburse any laborer on their site who has paid recruitment fees and not been reimbursed, despite pledges by contractors and developers to pay these fees.

Recommendations

- Contractors should provide to TDIC and/or EAA, as the case may be, documentation to prove that either they, the subcontractor, the labor supplier, or another affiliated company have paid all the recruitment fees, including visa fees and travel costs, for each worker hired;
- Contractors should obtain, or require recruiting agents to obtain, a formal statement from each worker signed or formally approved in their home country stating that he has not paid any recruiting fees, as well as from the recruiting agency stating that the agency has not charged any fees;
- Contractors should interview each worker currently employed on a project and ask whether he has paid any recruitment fees, visa fees, or travel costs to any labor supply agency, and reimburse them for any such fees or costs found to have been paid;
- TDIC and EAA should monitor compliance by contractors and subcontractors through an independent and transparent process that includes interviews with workers in their native language. They should penalize contractors working with agents or sub-agents who are found to have charged workers recruitment fees, and should terminate relationships with contractors that continue to work with agencies or sub-agencies that charge workers fees. The penalties should be severe enough to act as deterrent rather than a routine cost of business. The Guggenheim, the Louvre/AFM, and NYU should

seek regular updates on compliance and insist that their development partners enforce penalties for violations and terminate relationships with repeat violators; and

- TDIC and the EAA should explicitly commit to reimbursing workers for any recruiting fees they are found to have paid when contractors have failed to do so. If TDIC or the EAA also fails to fulfill this obligation, NYU, the Guggenheim and AFM/the Louvre should step in to reimburse any outstanding recruitment fees paid by workers on their respective sites.

Contract Substitution and Misrepresentation

Not only do recruitment agencies demand high recruitment fees in return for jobs in the UAE, they often provide incorrect or inadequate information about what the jobs entail. As a result, workers can end up incurring large debts on the basis of false promises. Workers interviewed by Human Rights Watch had either failed to sign any contract in their home country, relying on verbal promises made by recruiters, or had signed contracts prior to their departures that did not match the employment or salaries they found upon arrival. When they learned the truth, they had already paid fees and migrated thousands of miles from home, leaving them to choose between forfeiting their investment and returning home, or accepting the terms they found and staying in a job they might never have accepted had they been given a true picture of the terms and conditions of employment.

TDIC's employment policy states that "New employee's [sic] shall receive, in their own language, and acknowledge receipt of official confirmation of his terms of employment, including but not limited to all wage information before leaving his country of origin, or where the Employee is already in the UAE, before the Employee is assigned to the Site."¹⁸ NYU/EAA pledges on workers' rights remain silent on the issue of workers' contracts.

Human Rights Watch's research shows that UAE authorities, contractors, and developers have made little effort to ensure that workers obtain accurate pre-departure information in the recruitment process, and remedies for workers whom agents cheat or deceive regarding their employment. Contract substitution, deception, or misinformation about the nature or terms of employment, and workers' lack of effective remedies when they find that

¹⁸ Ibid.

their employment does not match contracts or promises made back home, remain major problems on Saadiyat Island.

Mizan R. from Bangladesh had worked for 16 months as an “electrical helper” in the UAE. He said that he had paid 200,000 Bangladeshi taka (US\$ 2,677) to an agent in Dhaka, to obtain his job. He told Human Rights Watch:

[In Bangladesh,] I didn’t sign a contract—the agency signed for me. They told me my salary would be 900 dirhams [US\$ 245] for basic salary. But I get only 600 dirhams [163.40] basic salary.¹⁹ I pay for my own food; I spend about 250 dirhams [US\$ 68/per month.] When I came to camp, they brought a paper and told me to sign. I saw only the salary. It was written in English, and I had no time to read it. I didn’t have any experience here [in the UAE], so I didn’t say anything [to them]. I talked to the agency [in Bangladesh] on a mobile [to complain about the salary difference]. They said, “later you will make more money.”²⁰

Workers also reported that contract-signing practices in Abu Dhabi remained flawed. Those interviewed described a range of contract practices. Some workers, including two workers Human Rights Watch met at the Guggenheim construction site, said employers had required them to sign a blank piece of paper.²¹ Others said that they had been required to “quick-sign”—that employers had presented them with paperwork for immediate signature, giving them no time to examine the documents.²² Many workers reported receiving contracts in English and Arabic with no translation or explanation in a language they could understand.

Even workers who received wages substantially lower than they had been promised, or told Human Rights Watch that they never would have accepted their employment offers had they known the real job they would have to do, or the real terms of employment, had little recourse.

¹⁹ 250 dirhams in basic salary translates to 3 dirhams, or 82 cents, per hour.

²⁰ Human Rights Watch interview with Mizan R., Saadiyat Island, Abu Dhabi, January 27, 2011.

²¹ Human Rights Watch interviews with Gautam K. and Venkat C., ICAD camp, Musaffa Industrial Area, Abu Dhabi, November 2, 2011.

²² For example, Ali R. said, “[My employer] just took a “quick sign”—they told me to come, sign, and go.” Human Rights Watch interview with Ali R., Saadiyat Island Cultural District, November 1, 2010.

Shahin M. told Human Rights Watch that he had worked in the UAE for 28 months, and was still on his initial contract. He said:

In Bangladesh, I was a carpenter. I would make beds [and] cupboards; I rented a shop. It's good in Bangladesh, but I wanted to get the chance [to do something better]. I thought it would be good and fun in the UAE, and the salary would be going [to help people at] home. I thought, if I go to the UAE I'll collect some money, do something in my country. A lot of people had successes. Some of my neighbors told me to go to an agent. I paid the agent 1 lakh 75 thousand taka [US\$2,347]. I saved some money, but a lot I took from a mortgage on my land....2.5 kani of farming land. I signed a contract in English. The agent said, "it's carpenter work, [you will be] making 25,000 taka a month [about 1200 dirhams, or US\$327].' When I came, I saw that the salary was only 520 dirhams [US\$142].²³

In a letter to Human Rights Watch responding to our findings, TDIC did not specifically address the problem of contract substitution or the deception of workers prior to their departure from their home countries, even though such practices would appear to be contrary to the spirit of TDIC's employment policy regarding the signing of contracts that serve as "confirmation of the terms of [each worker's] employment." The TDIC also failed to address the shortcomings of contract-signing procedures upon arrival identified by Human Rights Watch.

The Guggenheim also failed to adequately address problems of contract substitution and worker deception. Their response cited a TDIC auditing report that found that, out of 895 workers interviewed, "100 percent of the workers interviewed were holding their employment contracts. In all cases the actual conditions were found to be consistent with what was described in their agreements."²⁴ However, these findings did not indicate whether workers had received accurate employment contracts prior to migration; by the time workers arrive in the UAE, having paid significant fees to migrate and with little ability to seek new employment, they effectively have little choice but to sign any contract employers provide them with in the UAE.

²³ Human Rights Watch interview with Shahin M., Yas Island labor camp, Abu Dhabi, January 27, 2011.

²⁴ TDIC letter to Human Rights Watch, March 14, 2011, attached as an appendix to this report.

Despite remaining silent on this issue in their original promises, NYU acknowledged the need to ensure workers received full information about their employment prior to signing contracts. Their response to Human Rights Watch stated that “contracts should always be available in English and Arabic (as required by UAE law) and, in addition, there should be translators available to assist prior to a contract being signed. We are working with contractors to ensure this is the case moving forward.”²⁵

The Louvre/AFM did not significantly address this issue in their response to us.

Recommendations

- TDIC and EAA should require all contractors and subcontractors to obtain copies of contracts signed by workers in their home countries, in their native languages, attesting to the terms of their employment. If workers have already held jobs in the UAE and are recruited in-country, contractors should provide signed and notarized undertakings in workers’ native languages that clearly state the terms and conditions of their employment;
- TDIC and EAA should monitor compliance by contractors and subcontractors through an independent and transparent process that includes interviews with workers in their native languages;
- TDIC and EAA should penalize contractors that continue to work with agencies or sub-agencies that fail to provide workers with adequate information or mislead workers regarding conditions of employment. If the problems continue with one or more contractors, the relationships with them should be terminated; and
- The Guggenheim, the Louvre/AFM, and NYU should seek regular updates on compliance and insist that their development partners enforce penalties for violations and terminate relationships with repeat violators.

Confiscation of Passports

Confiscation of workers’ passports by employers remains one of the most stubbornly entrenched practices we found on Saadiyat Island, despite the relative ease of monitoring this practice and the ready solution. Not only does Emirati jurisprudence prohibit employers from confiscating workers’ passports and other identification documents, but

²⁵ NYU Letter to Human Rights Watch, March 27, 2011, attached as an appendix to this report.

both TDIC's employment policy and NYU/EAA's labor commitments clearly state that workers shall retain possession of their personal documents.²⁶

Allowing workers to retain physical possession of their passports means that contractors will need to change a decades-old practice that has remained standard, particularly for low-wage workers. To change this practice, development companies and foreign cultural and academic institutions on Saadiyat Island must send strong and consistent messages to contractors that confiscation of passports will no longer be tolerated, and that they must depart from past norms. Such messaging includes effective inspection, and levying penalties against contractors who continue to retain documents.

Employers justify confiscation of workers' passports in a variety of ways. For example employers say that they retain workers' passports in order to protect their own financial investment in the worker, the time spent training them, etc. Or they sometimes assert that they retain the documents for safekeeping, saying that workers have no safe place in which to store passports. Some employers say that workers themselves prefer to have employers store their passports.

In reality, the confiscation of passports allows employers to keep workers from leaving their employment. The UAE sponsorship system, which holds sponsors liable for workers who "illegally" switch employers, also gives employers incentives to control the movement of their workers by confiscating their passports. Confiscation of passports is one of the main factors in creating conditions of forced labor: workers cannot flee the country even if they are abused because they cannot leave the country without possession of this crucial travel document. The International Labour Organization (ILO) has identified confiscation of passports as a key element in identifying situations of forced labor.²⁷

²⁶ TDIC EPP Section 17 states:

- "17.2 All Employees shall remain responsible for the safe keeping of their personal documents, including passports, drivers licenses, labour cards and health insurance cards.
- 17.3 No Contractor shall keep or retain the passport of any Employee, other than for the purposes of obtaining or renewing of a Residency Visa or cancellation of the Residency Visa upon termination of employment." Available at: http://www.tdic.ae/en/media/get/20100922_epp-guggenheim.pdf (accessed February 13, 2012).

The NYU/EAA Statement specifies that "employees will retain all of their own personal documents, including passports and drivers' licenses." Available at: <http://nyuad.nyu.edu/news.events/additional.labor.info.html> (accessed February 13, 2012).

²⁷ "It is not uncommon, in particular in the case of migrant workers, that the employer takes the worker's identity documents and/or passport...and refuses to return them to the individual unless he or she continues to work for the employer." ILO,

International law and a UAE court ruling prohibit confiscation of passports as a violation of the right to freedom of movement. Without their passports, workers remain at the whim of their employers; in some cases workers have reported employers refusing to return their passports to allow them to attend relatives' weddings or funerals in their home countries.²⁸ For example, Mansoor S., a landscaping worker on Saadiyat Island who had come from Bangladesh and worked in the UAE for three years, told Human Rights Watch, "I want to return home because of an emergency. My parents are sick. But [my company is] not letting me go."²⁹

At the time of Human Rights Watch research, despite institutional promises, only one of the 47 workers we interviewed had his passport in his possession. This worker, in a group interview with six others from the al-Jaber construction company, said his company was in the process of returning passports to other workers.³⁰ Other workers reported that while they did not have their passports, they could request them from their company. Workers described a variety of circumstances for passport retrieval. Some, including those employed by *al-Futaim Carillion* and working on the NYU site, said that they had a piece of paper that would enable them to retrieve their passport at any time.³¹ Others said they could retrieve their passport if needed. However, workers continued to report that companies maintained physical possession of their passports, and that retrieval depended upon company consent. Ali R. told Human Rights Watch, "My company keeps all the [workers]' passports. I didn't see my passport since landing [in the] UAE." Naveen P., a worker for al-Nabouda Company, said, "The day we stepped on UAE land, they took our passports." Ismail S., another Nabouda worker, said, "I don't have my passport. I can get it, but there should be some reason."

Human Trafficking and Forced Labor Exploitation: Guidelines for Legislation and Law Enforcement: Special Action Programme to Combat Forced Labor, 2005, Geneva, pp.17-21.

²⁸ Human Rights Watch interview with Premchand R., Saadiyat Island, October 30, 2010; interview with Mansoor S., Saadiyat Island, October 31, 2010.

²⁹ Human Rights Watch interview with Mansoor S., Saadiyat Island, October 31, 2010.

³⁰ Human Rights Watch interview with seven al-Jaber workers, Saadiyat Island, October 31, 2010.

³¹ One worker showed his passport paper to Human Rights Watch. The paper stated that the signatory understands that he has a choice to retain his passport or turn it over to his employer for safekeeping. It provides that he may request it at any time and that the passport will be returned within 24 hours, excluding weekends and holidays. It further states that return cannot be guaranteed within this period, but that expedited return can be attempted in emergency circumstances. A photograph of the "NYU Abu Dhabi Passport Policy" is on file with Human Rights Watch.

Even workers who signed agreements attesting that they had voluntarily handed over their passports seemed to feel they had no choice in the matter, and indicated that they would not ask for their passports unless they anticipated employer consent.³² Shahid A., a driver employed by *al-Futaim Carillion* (responsible for building NYU's campus), said, "there is no choice with the passport." Muhsin R., another NYU worker, said "Before [when I worked] in Dubai, we were not supposed to take our passports. When we came to Saadiyat, we could take [them back], but the company will ask why."

NYU responded to our findings by saying that workers' documents would be returned to them. A March 27 letter to Human Rights Watch said that, "at this point, contractors should not be holding onto worker passports, even if they're asked to do so," and "this should be standard operating procedure in the near future."³³

In contrast, both TDIC and the Guggenheim responded to our findings regarding passport confiscation by pointing to the results of a study conducted by an outside monitoring firm employed by TDIC, which indicated that passport confiscation was not a problem on the island. According to the Guggenheim, "the report found that 90 percent of the workers interviewed (out of a total of 895 workers interviewed by the auditor) held their passports and the remaining 10 percent had visas in process." Thus, the TDIC-employed auditor found contractors to be 100% compliant with company policy. TDIC's letter further states that "11,538 workers have received their passports." However, TDIC failed to clarify how its auditors reached this result.³⁴ If based on the "Site Assignment Agreement" that workers must sign before beginning work on any TDIC project, on release forms individual contractors require workers to sign before beginning employment on Saadiyat Island, or on company records or attestation, these results fail to prove that workers indeed have physical possession of their passports. As discussed below in the "Independent Monitoring" section of this report, results achieved by TDIC's external auditor to date only underline the need for a transparent, independent, and credible monitoring program.

³² The practice of contractors allowing workers to voluntarily hand over their passports contravenes commitments made by the development companies and the public institutions, which explicitly state that workers will retain their personal documents including passports.

³³ NYU Letter to Human Rights Watch, March 27, 2011, attached as an appendix to this report.

³⁴ On March 15, after receiving TDIC's letter, Human Rights Watch requested a meeting with TDIC CEO James Pringle seeking further information on TDIC's efforts to monitor compliance with the EPP. On March 17, we received an email declining our request.

Recommendations

- TDIC and EAA should immediately require all contractors, subcontractors, and labor suppliers to return workers' passports to their physical possession;
- TDIC and EAA should monitor compliance by contractors and subcontractors through an independent and transparent process that includes verification of where passports are held, such as through interviews with workers in their native languages. They should penalize contractors, subcontractors, or labor suppliers who are found to have confiscated passports, and should terminate relationships with those that continue to do so. The penalties should be severe enough to act as deterrents rather than a routine cost of business. The Guggenheim, the Louvre/AFM, and NYU should seek regular updates on compliance and insist that their development partners enforce penalties for violations and terminate relationships with repeat violators; and should
- Ensure that all workers, including those housed off the island, have access to personal lockboxes in which to store documents including passports.

Independent Monitoring

Human Rights Watch has long recommended that in order to eliminate violations of workers' rights, the agencies and institutions involved in developing Saadiyat Island should establish a mechanism to monitor and report publicly on labor practices within the operations of their respective branches, as well as those of any subcontractors and their affiliates (including those who provide construction and maintenance services). In the spring of 2011, both EAA and TDIC separately announced that they had appointed independent monitors to audit and report on compliance for their Saadiyat Island projects. The announcements marked a significant breakthrough and set a positive precedent for all future projects in the UAE and elsewhere in the Gulf.

Prior to announcing independent monitoring consultancies in the spring of 2011, the EAA and TDIC had undertaken some limited compliance checks. In 2010 auditors monitored labor conditions on Saadiyat Island, and TDIC and the EAA/NYU shared some of their auditors' findings, including findings on passport confiscation and recruitment fees, in correspondence with Human Rights Watch (attached as an appendix to this report). With regard to recruitment fees, TDIC states that 15,354 workers had operated on Saadiyat Island as of December 2010, and that 13,696—more than 90 percent—of these workers had signed TDIC's Site Assignment Agreement, which declares that they have not paid recruitment fees

to work on Saadiyat Island.³⁵ However, not only does this written agreement provide an ineffective method for monitoring whether workers have in fact paid recruitment fees, given the linguistic difficulties and flawed contract signing procedures workers described to Human Rights Watch, but the Site Assignment Agreement to TDIC's employment policy (attached as an appendix) specifically states that workers may be denied access to TDIC sites in the event of their failure to comply with its conditions—including the condition that they have not paid recruitment fees.³⁶ Because workers who refuse to sign can be barred from working on the island, even those who have paid fees, or who do not have their passports (another condition required), they are unlikely to refuse signing. Auditing results based upon forms signed under possibly coercive circumstances, such as the Site Assignment Agreement, indicate little about the rights workers enjoy in practice. This flawed approach to auditing further confirms the need for a rigorous, independent monitoring program that includes worker interviews and a transparent methodology.

In March 2011, NYU and the EAA appointed the UK firm Mott MacDonald to audit and report on compliance with the university's promises for workers involved in the construction of the NYU Saadiyat Island campus. Importantly, the university said that the resulting report would be made public, which it anticipated would happen by the end of 2011. To date, neither party has disclosed information about the terms of reference with the appointed monitor, the nature of monitoring methodology, or the measures to be taken if violations are found.³⁷

In May 2011, TDIC appointed Pricewaterhouse Coopers (PwC), an international auditing firm, to monitor working conditions on its projects. TDIC's announcement said that PwC will monitor and report publicly on whether workers' conditions meet the standards set forth in TDIC's employment policy and UAE labor law (but not additional standards consistent with international human rights law), including requirements that contractors pay workers' recruiting fees, provide health insurance, make on-time monthly wage payments into individual bank accounts, and allow workers to retain personal documents including passports.

³⁵ TDIC letter to Human Rights Watch, March 14, 2011, attached as an appendix to this report.

³⁶ Annexure E, TDIC EPP, available at: http://www.tdic.ae/en/media/get/20110328_employment-practices-policy-2011.pdf (accessed February 13, 2012).

³⁷ NYU Letter to Human Rights Watch, March 27, 2011, attached as an appendix to this report.

Unlike the EAA, TDIC offered specific promises about the methodology that their appointed monitor would use, including random spot-checks and unsupervised worker interviews in workers' own languages, as well as promising to publish "comprehensive" findings in annual public reports. This welcome level of transparency by TDIC did not extend to other elements raised by Human Rights Watch. To date, TDIC has not released the terms of reference it had established with PwC, a full description of the planned methodology and scope of monitoring, or any requirements or restrictions the monitor would adhere to in producing public reports. The absence of this information makes it difficult to assess whether the contract provides for fully independent monitoring (as opposed to an internal compliance program). For example it is not clear whether or not mechanisms are in place to ensure that: the monitor can operate with sufficient autonomy; conflicts of interest are avoided; pertinent issues will be examined; an appropriate methodology will be utilized; and a clear reporting system is in place that allows publication of monitoring results without interference or censorship from the hiring party.

On September 14, 2011, Human Rights Watch sent a letter to the institutions and development partners requesting additional information on their monitoring programs, including terms of reference, scope of monitoring, and research methodologies. We received no additional information from TDIC, the EAA, or any of the institutions involved. An email from TDIC on October 19 responding to our request noted that the questions "raised in your letter will be addressed in the annual public independent monitoring report and according to international best practices." In response to subsequent emails, TDIC said it did not have a release date yet for the monitoring report.

Once the independent monitors' reports are available, and assuming they include at least basic data on the number of violators identified and the action taken in response, this information will provide a useful tool for assessing the seriousness of the effort to address worker conditions. In earlier discussions, Human Rights Watch has strongly encouraged TDIC and EAA to identify and punish contractors and subcontractors who fail to adhere to standards on workers' rights. In our February 2011 letter, Human Rights Watch asked TDIC and EAA questions including:

- 1) How many contractors or agents have been reported to your institution as violating the terms of your labor values policy?

- 2) What measures has your institution taken or recommended to penalize violating contractors?
- 3) How many recruitment agents have been reported to UAE authorities for violating UAE laws and charging workers on your project(s) recruitment fees? Have you identified any recruitment companies ineligible to provide workers for your projects?

In its March 2011 reply, TDIC said it has “always worked with an independent monitoring consultant, who provides regular reports on contractors’ performance.” It stated that “48 audits have been carried out on contractors operating on Saadiyat Island,” out of the “130 companies, including sub-contractors and labor supplies, [that had] operated on Saadiyat Island” as of December 2010. TDIC stated that penalties for non-compliance ranged from warning notices to contract termination, without specifying how many warning notices it had issued to contractors or how many contracts had been terminated.

The EAA, in its reply to Human Rights Watch, stated that its policy framework and implementation protocols include “a rigorous and ongoing internal compliance process, structured to identify one-off problems and systemic issues, which are subsequently addressed through the enforcement regime,” and that its enforcement regime is “designed to support the fulfillment of the Statement of Shared Labour Values”. However, the EAA did not elaborate further.

Looking ahead, one issue remaining to be addressed is whether and by what means institutions will act should TDIC or the EAA fail in their promise to enforce protections promised in the TDIC’s employment policy or in the Statement of Shared Values issued by NYU and EAA. According to these two documents, the commitments they contain are incorporated into contracts between TDIC or EAA and companies awarded contracts on the island, which provide means by which the contractors can be held responsible for upholding the standards. The cultural institutions involved in Saadiyat Island projects also describe them as shared commitments and should ensure that they, too, have a means to enforce the commitments they have secured from their development partners. In the event that developers fail to enforce their policy with contractors, these institutions should be sure that they have recourse through a contractual provision or other means to hold their respective developer accountable.

In a May 11 meeting between Human Rights Watch and representatives of the French Ministry of Foreign Affairs and the Ministry of Culture regarding the Louvre Abu Dhabi project, advisor Christine Gavini-Chevet stated that “If violations of social rights are huge [and] serious, then there will be no way to continue working with our Emirati partner.”³⁸ She added that, “We cannot cancel some parts of the contract ... it is either all or nothing.”³⁹

Recommendations

- TDIC and the EAA should release comprehensive information about the terms of reference and methodology of the monitoring firms they have engaged, to demonstrate their respective firms’ independence in auditing and reporting;
- They should also publish the results of the monitoring programs for their respective sites, as they have committed to do, and ensure that the reporting is comprehensive; and
- TDIC and the EAA should set publicly-announced penalties for contractors who violate standards and put into effect clearly-defined remedies for workers whose rights are violated, including a direct promise to reimburse workers found to have paid recruiting fees if the developer fails to do so.

³⁸ Meeting between Human Rights Watch and representatives of the French MoFAMoC AFM ect, May 11, 2011.

³⁹ Ibid.

Case Study: Nurreddin A., from Punjab Province, Pakistan

Nurreddin A. is married, with two children. He works for a labor supply company supplying workers to Leighton al-Habtoor. Human Rights Watch met him on the Guggenheim construction site, where he was working to construct the pilings (sub-foundation) for the new museum. He lived at a labor camp in the Musaffa Industrial Area of Abu Dhabi, a large industrial neighborhood outside the city where thousands of workers are housed.⁴⁰

I have been in Abu Dhabi for 14 months. I paid 150,000 Pakistani rupees [US\$1,747 in recruitment fees to an agent] for a visa back home. At home, my agent said I would make 700 dirhams [US\$191] in basic salary. The agent told me I would work in a processing plant, packaging bottled water, but when I arrived, I was made to sign a new contract, to work as a construction worker, at a lower salary of 525 dirhams [US\$143]. [But] I have no experience building. I worked as a driver in Pakistan.

I didn't complain [about the salary or the job] to the company because it won't help to complain. Some of other people in my room are working for the same company. Nobody is happy.

[Now,] I earn the 525 dirhams [US\$143] basic salary, plus overtime, as a crane helper. I am helping with the pilings and with the drilling machine. My job is to make the land strong. Sometimes I am making 720, 725 dirhams [US\$195] per month, including my overtime pay.

It's a very difficult job, long hours [and] hard work. In the morning, we start [from the labor camp] at 6 a.m., and start work at seven. We get a half-hour break, and return back here at 8 pm. There is no arrangement for cold water; we have to come to the central area. The boss will ask us, "why are you going to the water so many times?", so we can't go too often. Sometimes I have a

⁴⁰ Human Rights Watch interview with Nurreddin A., Musaffa Industrial Area, Abu Dhabi, November 2, 2010.

headache, fever. It's not that serious—I never went to the clinic. I think I was sick because of tiredness, and the heat.

[Soon after I started my job] we had a safety briefing—it was a one hour meeting. After that, they said, “you have to do this work, starting tomorrow.” During the safety training, they said to wear a helmet, have safety shoes, don't throw trash everywhere.

My company pays a food allowance of 125 dirhams [US\$34]. But we need a minimum of 200 dirhams [US\$54] for even simple food. Because of inflation, even 300 [US\$81] might not be enough for good food. We just eat *dal*, vegetables. We cannot eat meat, just two or three times per month. There are two kitchens for the whole company, [about] 50 or 60 employees. Our accommodation looks good, but we are living [in rooms with] between 14 and 16 people per room.

I still haven't been able to make back the 150,000 rupees [US\$1,747] I paid for my visa. That was my money that I earned [and saved]. I send 6,000 Pakistani rupees [US\$ 70] each month for my family, maybe 7,000 [US\$ 82].

Most of the people who work for my company have the same problems. If I knew that I had to do this work, I would *never* have come here for this.

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Appendix: Related Correspondence

Letter from Human Rights Watch to Main Parties Involved in the Saadiyat Island Development Project – February 24, 2011

February 24, 2011

To: The Abu Dhabi Tourism and Development Investment Company (TDIC); the Abu Dhabi Executive Affairs Authority (EAA); New York University; the Solomon R. Guggenheim Foundation; and Agence France Museums

Following up on our last meetings with several of you, we wish to inform you about our ongoing efforts to monitor the progress of labor rights protections for migrant workers employed on Saadiyat Island in Abu Dhabi.

Recently, many of your institutions made public commitments to uphold a variety of workers' rights protections, including provisions relating to payment of recruitment fees, workers' freedom of movement, protections against forced labor, health and safety provisions, minimum standards of accommodation, electronic monitoring of wage payments, and the provision of adequate rest and leisure. We note, however, that Agence France Museums/the Louvre has failed to publicly announce commitments on workers' rights to date.

In October and November 2010 and again in January 2011, Human Rights Watch visited Saadiyat Island and interviewed, in individual and group settings, migrant workers engaged in construction projects on the island. We met interviewees on worksites that included the Saadiyat Island Cultural District and the NYU and Guggenheim construction sites, which were clearly signposted with their respective names. Interviews took place

at work sites and at off-site labor camps. Workers provided the names of their employers, which we saw printed on many workers' uniforms and pay slips, as well as posted at work sites. Employers included Leighton al-Habtoor, al-Jaber, Saif bin Darwish, al-Nabouda, al-Hilal, al-Futaim Carillion, Dulsco, and al-Ryum Companies.⁴¹

We conducted this research to update the findings of our 2009 report, *The Island of Happiness: Exploitation of Migrant Workers on Saadiyat Island, Abu Dhabi*, particularly with the knowledge that there remained lack of clarity regarding your commitment to provide independent, third-party monitoring of labor conditions for workers on your projects. We plan to issue a new report based upon our findings. In this letter, we share with you these findings prior to publication, in order to give you an opportunity to respond. We will incorporate responses received within one month from the date of this letter's issuance into our public reporting. Some of you have already responded through private conversations, and while we have not reflected those updates in this private correspondence, we will follow up with you to ensure that your responses appear in our published material.

While our research indicates that there have been some improvements in problems we have previously documented, particularly in the regular payment of wages into personal bank accounts, it appears that employment practices still fail to conform to the various commitments made by your institutions, such as TDIC's Employment Practices Policy ("TDIC EPP"), dated June 2010, the TDIC/Guggenheim Statement of Shared Values ("Guggenheim Statement"), published September 22, 2010, the SA8000 standard, adopted by Agence France Museums and TDIC for their Louvre Abu Dhabi project, though not publicly announced, on March 6, 2007 ("Louvre Standards"), and NYU/EAA's Statement of Labor Values, as well as the Additional Information on the Construction and Operation of NYU Abu Dhabi (together, the "NYU/EAA Statement") dated February 3, 2010. In some of the cases we researched, it additionally appears that ongoing practices on the island violate UAE law as well as international standards for labor rights and migrant workers' rights.

In summary, workers nearly universally reported that they had paid high recruitment fees to obtain their jobs in the UAE. In some cases, workers said they had paid these fees over

⁴¹ The major manpower supply companies mentioned in our 2009 report continue to supply labor for Saadiyat Island construction, including Leighton al-Habtoor, al-Jaber, Saif bin Darwish, al-Nabouda, al-Hilal, al-Futaim Carillion, Dulsco, and al-Ryum Companies. Many of these companies maintain corporate websites claiming to provide employee benefits that we found have not been upheld in practice.

three years ago, while in other cases, they had paid fees just a few months before arriving in Abu Dhabi, to obtain their most recent employment contract. Some workers said that they had not signed an employment contract before leaving their home country, while others reported that, in cases where they had signed a contract in their home country, employers required them to sign new contracts with different terms upon arrival in the UAE. Some workers reported that the nature of their employment was substantially different from what agents had promised in their home country.

In a positive development, almost all workers interviewed said that they received timely electronic payments for both their regular wages and overtime pay into personal bank accounts. Most workers said they received regular rest breaks and days off and reported that employers observed summertime restrictions on afternoon work. However, it appears that contractors are not uniformly applying these improvements.

Some workers complained that employers deducted significant portions (up to 25 percent) of their monthly wage as a “food allowance.” Many of the workers interviewed said that they did not live in the TDIC Workers’ Village, and some cited problems with their accommodations. All but one of the workers interviewed held employer-paid health insurance, and all said they had received safety clothing and training, though some felt their training had not been adequate and felt ill-equipped for their jobs. Finally, of all the workers interviewed, only one had possession of his passport.

1. Recruitment Fees

As long documented by Human Rights Watch, one of the leading factors in worker exploitation and abuse in the UAE is their indebtedness for exorbitant recruitment fees, which effectively traps workers in unsatisfactory employment. It appears that workers on Saadiyat Island continue to pay these fees, without remedy by your institutions, despite promises to address this problem.

Under UAE labor law, the employer must pay all recruitment fees associated with hiring migrant labor.⁴² Your institutions have addressed this issue in your public commitments to

⁴² According to UAE law, “no licensed employment agent or labour supplier shall demand or accept from any worker, whether before or after the latter’s admission to employment, any commission or material reward in return for employment, or charge him for any expenses thereby incurred, except as may be prescribed or approved by the Ministry of Labour and Social Affairs.” Article 3, Ministry of Labor and Social Affairs, Ministerial Resolution No. 233 (1998), On Rules of Licensing Employment and Expatriate Manpower Supply Agencies, May 2, 1998. See also Article 18, Federal Law No. 8 (1980) on Regulation of Labor Relations.

protect workers' rights on Saadiyat Island, but thus far not with the specificity needed to avoid the payment of such fees by workers. The TDIC EPP prohibits contractors from working with agents that charge workers such fees and further stipulates that contractors remain solely liable for all costs and fees associated with workers' employment on Saadiyat Island.⁴³ However, the TDIC EPP includes no mechanism to reimburse workers found to have paid such illegal fees. The Guggenheim Statement stresses its commitment to preventing employees involved in constructing its Abu Dhabi site from paying these fees, stating "No one involved in the construction of TDIC's projects shall utilise the service of any agent or agency charging an employee any recruitment fee."⁴⁴ But it too includes no mechanism for enforcement of this provision or reimbursement for workers found to have paid such fees. The Louvre Standards do not address recruitment fees specifically, but prohibits forced labor using international legal standards, including ILO conventions on forced labor.⁴⁵ ILO research on forced labor has found recruitment fees to be one of the main factors contributing to situations of forced labor and debt bondage.⁴⁶

The NYU/EAA Statement, the most robust of these commitments, includes the provision that "Employers will fully cover or reimburse employees for fees associated with the

⁴³ The TDIC EPP, Section 16, states: "The Contractor shall include the prohibition of payment of Recruitment Fees by Employees in its contract with any Agent and on request, furnish the ERM with a copy of such contract.

- 16.1.3 The Contractor shall not utilize the service of any Agent charging an Employee any Recruitment Fee or condone the payment of such fee by any Employee or Agent
- 16.2 Recruitment Fee
 - 16.2.1 The Contractor shall be solely liable for the payment of all Recruitment Fees.
- 16.3 Relocation Costs
 - The Contractor shall be liable to pay all monies in respect of the Employees' relocation to the UAE, including visa fees, travel/ticket and in general all monies that was necessary to assign the Employees to the Site." Available at: http://www.tdic.ae/en/media/get/20100922_epp-guggenheim.pdf (accessed November 29, 2010).

⁴⁴ The Guggenheim Statement continues: "If a contractor or TDIC becomes aware of any agent or agency who has charged an employee a recruitment fee, it shall report such agent or agency to the authorities and may not utilize the service of the agent or agency thereafter." Guggenheim Statement, September 22, 2010, available at: <http://www.guggenheim.org/abu-dhabi/about/joint-statement-on-workers-rights> (accessed January 12, 2011).

⁴⁵ It is important to note that SA8000 (referred to throughout as the Louvre Standards) was not written specifically to address the protection needs of migrant workers. Thus, the Standards fail to specifically address and prohibit some of the common practices that lead to violations of migrant workers rights in the UAE. SA 8000 Section 2 states that: "Neither the company nor any entity supplying labour to the company shall withhold any part of any personnel's salary, benefits, property, or documents in order to force such personnel to continue working for the company." Available at: http://www.sa-intl.org/_data/n_0001/resources/live/2008StdEnglishFinal.pdf (accessed January 13, 2011).

⁴⁶ See the ILO 2009 *Global Report on Forced Labor, The Cost of Coercion*, p. 4. available at: www.ilo.org/wcmsp5/groups/public/@dgreports/.../wcms_106200.pdf (accessed February 4, 2011).

recruitment process, including those relating to visas, medical examinations and the use of recruitment agencies, without deductions being imposed on their remuneration.”⁴⁷

Despite your institutional commitments to date, almost all of the workers interviewed by Human Rights Watch reported paying between US\$900 and \$3,000 to agents in their home countries when seeking employment in the UAE, including some who had arrived recently to work specifically on TDIC projects on Saadiyat Island. They said they continued to take loans at high interest rates, mortgage family property, and to exhaust hard-won savings to raise the funds to pay recruitment fees, for the promise of better employment in the UAE. Ali R., a worker from Bangladesh who worked for Leighton al-Habtoor, told Human Rights Watch that he had paid 190,000 Bangladeshi taka (US\$2,668) to a recruitment agent in his country seven months earlier.⁴⁸ Jamshid S., an al-Jaber construction company employee from Punjab, India, said that he had paid 45,000 Indian rupees (US\$990) in recruitment fees eight months earlier.

Human Rights Watch notes that nearly all of the workers on the NYU construction site, employed by al-Futaim Carillion, whom we interviewed reported that they had not paid recruitment fees to obtain their most recent employment contract; instead, the majority of these workers had paid fees over five years before, they said. However, one al-Futaim Carillion worker at the NYU site said that he had arrived just over a year ago and had paid for his plane ticket. Another on the site said that he had arrived 28 months before, and paid 175,000 Bangladeshi taka (US\$2458) in recruitment fees.

In contrast, the prevalence of recently paid recruitment fees by workers employed on other work sites, including throughout the Cultural District, indicates that TDIC and the Guggenheim have failed to give meaning to assurances that only employers will pay recruitment fees. The only meaningful remedy to this practice will be a policy of interviewing each worker currently employed on a project and asking whether he has paid any recruitment fees, visa fees, or travel costs to any labor supply agency and reimbursing them for any such fees or costs. Furthermore, TDIC, the Guggenheim, and NYU/EAA should implement their promise to insist that contractors stop working with agents that have charged workers such fees, and report these agents to the relevant embassies or

⁴⁷ NYU/EAA Statement, February 3, 2010, available at: <http://nyuad.nyu.edu/news.events/additional.labor.info.html> (accessed January 12, 2011),

⁴⁸ Human Rights Watch interview with Ali R., Saadiyat Island Cultural District, October 30, 2010.

consulates. Agence France Museums (AFM)/the Louvre should immediately commit to ensuring that contractors involved in the Louvre Abu Dhabi project pay workers' recruitment fees, and to penalizing contractors who worked with agents that charged workers fees.

On the subject of recruitment fees, Human Rights Watch respectfully requests replies to the following questions:

- What steps has your institution taken to monitor whether workers employed on your projects have paid recruitment fees to obtain employment?
- Have you asked each contractor to attest that it has paid all of the recruitment fees for each of its employees, and that it has ascertained that none of its employees have otherwise paid fees?
- How many contractors or agents have been reported to your institution as violating the terms of your labor values policy?
- What measures has your institution taken or recommended to penalize violating contractors?
- How many recruitment agents have been reported to UAE authorities for violating UAE laws and charging workers on your project(s) recruitment fees? Have you identified any recruitment companies ineligible to provide workers for your projects?

2. Contract Substitution and Human Trafficking

As previously documented by Human Rights Watch, “contract substitution,” and other practices involving the promise of jobs and wages in the home country markedly superior to a worker’s actual assignment once in the UAE, have been a widespread problem for migrant workers. Our research indicates that these practices continue to be a problem despite your public institutional commitments to ensure that the terms workers are promised in their home country are the terms they actually get once in the UAE.

TDIC’s EPP states that “New employee’s [sic] shall receive, in their own language, and acknowledge receipt of official confirmation of his terms of employment, including but not limited to all wage information before leaving his country of origin, or where the Employee

is already in the UAE, before the Employee is assigned to the Site.”⁴⁹ The Guggenheim Statement reiterates these commitments.⁵⁰ However, the NYU/EAA Statement remains silent on contracting requirements, and the Louvre Standards also fail to contemplate this aspect of migrant labor contracting.

Many of the workers interviewed by Human Rights Watch in November 2010 said that their wages on Saadiyat Island were less than the amount they had been promised in their home countries. In some cases, they said that they had to work different jobs than what they had contracted for with recruitment agents in their home countries. However their lack of access to their passports, recruitment debts, and the urgent need to send income home to their families, combined with workers’ inability to change jobs, left them trapped in whatever employment conditions they found upon their arrival in the UAE.

Some workers reported that agents in their home countries had required them to sign blank pieces of paper before departure. Others said they had signed one contract in their home country, in their native language, and another upon arrival, in Arabic or English (languages that many of them did not read). In cases where agents in workers’ home countries provided employment contracts in their native languages, these contracts did not match the conditions workers later found on Saadiyat Island, they said.

For contracts signed in the UAE by workers on TDIC projects, the majority said they received no detailed explanation from a company representative about the terms of the contracts. Instead they did a “quick sign.” They described this process as being summoned to sign their contracts in a large group, one by one, and given no time to read its contents, even if they were able to do so in the language provided. “We didn’t understand what we signed,” said one worker employed by al-Ryum Company. Jamshid S., an Indian worker employed by al-Jaber, said, “I signed a contract [in Punjab,] in Hindi. It said that I would make 720 dirhams (US\$196), plus food and accommodation.”⁵¹ However,

⁴⁹ TDIC EPP, Section 16.7, July 29, 2010, available at: http://www.tdic.ae/en/media/get/20100922_epp-guggenheim.pdf (accessed November 29, 2010).

⁵⁰ “Employees shall receive official confirmation of the terms of their employment, including all wage information, before leaving their country of origin or, if the employee is already in the UAE, before they are assigned to the site. Contracts of employment shall comply with the law and shall be translated and explained to the employee in his native language before signature. Contracts of employment shall be approved and registered with the Ministry of Labour. An employee shall be given a copy of his contract of employment for his records.” Guggenheim Statement, p.2, available at: <http://www.guggenheim.org/abu-dhabi/about/joint-statement-on-workers-rights> (accessed January 12, 2011).

⁵¹ Human Rights Watch interview with Jamshid S., Saadiyat Island, October 30, 2010.

on Saadiyat, he only makes 520 dirhams (US\$142) in basic salary per month, he told Human Rights Watch. Nureddin A., a Pakistani worker on the Guggenheim site, said, “at home, my agent said I would make 700 dirhams (US\$191) in basic salary... [but] I earn 525 dirhams (US\$143) basic salary.”⁵²

In Pakistan, Nureddin added, his agent told him he would work in a processing plant packaging bottled water. “I worked as a driver in Pakistan,” he said. “I have no experience building.”⁵³

Gautam K. and Venkat C., two workers from Andhra Pradesh in India who work with Nureddin on construction of the Guggenheim, also said that recruitment agents defrauded them regarding the type of employment they would have.⁵⁴ “The agent told me ‘you will work in the airport, you will get 1,200 dirhams (US\$327) as basic salary,” Gautam said. “[But when] I came to Abu Dhabi three years ago, my basic salary was 575 dirhams (US\$157). Now it’s 650 (US\$177). I would not have come if I had known [the truth about this job].”⁵⁵

TDIC, the Guggenheim, and NYU/EAA, must fulfill public promises by requiring contractors to identify and cease working with any labor supply agencies in labor-sending countries or the UAE that engage in deception regarding contracts, while AFM/the Louvre should match promises made by other institutions to date. Identification must include affirmative investigation conducted by interviewing workers as to the nature of contracts they signed in their home countries, and workers who were deceived must be allowed to obtain the terms promised them, change employers in the UAE, or return home at their employer’s expense, if they wish to do so. TDIC and EAA must penalize and terminate relationships with any contractors that mislead workers regarding conditions of employment upon arrival in the UAE.

⁵² Human Rights Watch interview with Nureddin A., ICAD labor camp, Musaffa Industria Area, Abu Dhabi, November 2, 2010.

⁵³ The UN Protocol to Prevent, Suppress, and Punish Trafficking in Persons defines human trafficking as “the recruitment, transportation, transfer, harboring, 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...forced labor or services.”

⁵⁴ Human Rights Watch interview with Gautam K. and Venkat C., ICAD labor camp, Musaffa Industrial Area, Abu Dhabi, November 2, 2010.

⁵⁵ Human Rights Watch interview with Gautam K., ICAD labor camp, Musaffa Industrial Area, Abu Dhabi, November 2, 2010.

- What steps has your institution taken to ensure that workers will receive employment contracts in their home countries that comply with contractor requirements made by each of your institutions, and that these contracts will match their employment conditions in the UAE? Have your institutions interviewed each worker prior to his employment to ascertain what terms he was promised in his home country?
- What penalties have you enforced, or do you plan to enforce, in cases where workers have been deceived as to the nature or terms of their employment?

3. Passport Confiscation and Freedom of Movement

Confiscating employees' passports, a near universal practice in the UAE, violates the rights of workers to freedom of movement under international law, as well as Emirati judicial rulings. Nevertheless it remains a pervasive problem on Saadiyat Island.

TDIC,⁵⁶ the Guggenheim,⁵⁷ and NYU/EAA⁵⁸ have promised publicly that contractors and employers involved in their Saadiyat Island projects will not confiscate employee passports, and that employees shall retain possession of their own passports and other identity documents. AFM/the Louvre has also committed to protect against forced labor, and the Louvre Standards stipulate that contractors "shall not engage in or support the use of forced or compulsory labour as defined in ILO Convention 29, nor shall personnel be required to pay 'deposits' or lodge identification papers with the company upon commencing employment."⁵⁹

⁵⁶ TDIC EPP Section 17 states:

- "17.2 All Employees shall remain responsible for the safe keeping of their personal documents, including passports, drivers licenses, labour cards and health insurance cards.
- 17.3 No Contractor shall keep or retain the passport of any Employee, other than for the purposes of obtaining or renewing of a Residency Visa or cancellation of the Residency Visa upon termination of employment." Available at: http://www.tdic.ae/en/media/get/20100922_epp-guggenheim.pdf (accessed January 12, 2011).

⁵⁷ The Guggenheim Statement that "No contractor shall keep or retain the passport or any other personal document of an employee other than in connection with obtaining, renewing or cancelling a residency visa. The contractor shall present to TDIC a monthly list of any passports in its possession stating the reason for their possession. Employees shall have the right to retain their personal documents, including passports, drivers' licenses, labor cards, and health insurance cards." Available at: <http://www.guggenheim.org/abu-dhabi/about/joint-statement-on-workers-rights> (accessed January 12, 2011).

⁵⁸ The NYU/EAA Statement specifies that "employees will retain all of their own personal documents, including passports and drivers' licenses." Available at: <http://nyuad.nyu.edu/news.events/additional.labor.info.html> (accessed January 12, 2011).

⁵⁹ SA8000, 2008, Section 2.1. Available at: http://www.sa-intl.org/_data/n_0001/resources/live/2008StdEnglishFinal.pdf (accessed January 13, 2011).

However, all but one of the workers interviewed by Human Rights Watch said that their companies had taken possession of their passports, although it appears that some employers now are undertaking to return these passports, or to obtain explicit employee permission to hold them for safekeeping. Employees of al-Jaber Co. told Human Rights Watch that their company was slowly returning workers' passports to their possession. Though only one al-Jaber employee had his passport in his possession, the workers told Human Rights Watch that they understood their employer was returning passports according to their worker ID numbers, and that all passports would be returned eventually.

Workers employed by al-Futaim Carrillion Co., one of the contractors constructing NYU's campus, told Human Rights Watch that while their employer held their passport, they received a receipt stating they could collect their passports at any time. Human Rights Watch saw one of the release papers issued by al-Futaim Carrillion, which states that the signatory understands that he has a choice to retain his passport or turn it over to his employer for safekeeping. It provides that he may request it at any time and that the passport will be returned within 24 hours, excluding weekends and holidays. It further states that return cannot be guaranteed within this period, but that expedited return can be attempted in emergency circumstances.

However, workers constructing NYU's campus interviewed by Human Rights Watch did not understand that they had an option to keep their passports at all times, nor did they know of a secure place to keep passports or other personal belongings as an alternative. While the workers' accommodations had personal lock boxes for each worker, the company had not provided locks despite requests to camp managers over a two-month period, workers said.

In order to give meaning to the promise that workers shall keep their own passports and identity documents, each of your institutions should require your contractors to ensure that workers have locked storage boxes in a safe location where they can store their passports and other valuables if they wish to do so, and monitor whether workers do in fact have a safe location in which they can store their passports and other identity documents. If significant numbers of workers request to store documents outside of their accommodation, an independent third-party depository should be arranged.

Workers' freedom of movement also remains compromised in some cases by the limited availability of transport from their labor camps. Some of these camps lack basic amenities

such as banking and postal centers and markets. NYU/EAA workers living on Yas Island complained that transport was only provided a few times a day on Fridays, their day off, and that if they missed that transport there was no other way for them to leave the camp site. Workers we met at the Guggenheim site, and others in the Cultural District, said they lived in the Musaffa and al-Mashreq (also known as China camp) camps, which we found had more private transport options. Where workers live in isolated accommodations far from commercial centers, your institutions should ensure that they have access to transport throughout their day off at regularly scheduled intervals so that they can access banking and other commercial facilities without undue hardship. Section 6 further details our findings relating to worker accommodations.

- What steps has your institution taken to ensure that all workers are allowed to keep their passports?
- What steps have you taken to provide workers with a safe location in which to store their passports and other personal identity documents should they wish to do so?
- What steps have you taken to provide transport to and from work camps on workers' days off?

4. Ability to Freely Terminate Employment

In our 2009 report, we described how workers' inability to quit jobs and seek other employment left them dependent upon employers, even in situations where employers did not pay their wages or otherwise violated their rights. Both international and UAE law prohibit forced labor, and all of the four institutional commitments referenced in this letter reiterate this prohibition. However, UAE law requires employers to report workers who leave jobs without consent and take other employment as "absconding." If caught, workers registered as "absconding" must be deported, and face a ban on returning to work in the UAE.

Workers interviewed on Saadiyat Island continued to report that they could not obtain their employer's consent to quit jobs. "I have told [my employers] that I want to go back, but they don't listen to anyone," said Premchand R., an Indian worker employed by al-Hilal, during an interview in October 2010.⁶⁰ Abdul S., a worker from Bangladesh employed by al-

⁶⁰ Human Rights Watch interview with Premchand R., Saadiyat Island, October 30, 2010.

Ryum, told Human Rights Watch: “Now I want to return home because of an emergency. My parents are sick; my wife is also there and needs me to come home, but they [my employers] are not letting me go.”⁶¹ Because Abdul S. said his employer held his passport, and because UAE law requires the employer to stamp a worker’s employment visa before he can leave the country, he could not simply quit and return to his family.

- What steps has your institution taken, if any, to ensure that workers can freely terminate employment?

5. Wage Deductions for Food

Wage deductions for food are prohibited under the TDIC EPP, the Guggenheim Statement, and the NYU/EAA Statement. The Louvre Standards also prohibit wage deductions except in limited circumstances, and require remuneration to comply with all applicable local laws.⁶² TDIC’s Employment Practices Policy, Section 21.5, states that no deductions from workers’ wages shall be made with respect to food, health and safety, and accommodation, while the NYU/EAA Statement specifies that “As a floor, workers providing services to NYU Abu Dhabi will be paid wages and benefits which comply with all applicable U.A.E. laws and regulations and which provide for their essential needs and living standards.”

Workers employed by Al-Futaim Carillion Company, one of the companies constructing the NYU Saadiyat campus, told Human Rights Watch that in addition to their basic salary of 800 dirhams (US\$218) monthly (for laborers) or 1,200 dirhams (US\$327)(for masons and carpenters), their employer fully paid for their food, housing, and medical expenses.

However, several workers on TDIC projects told Human Rights Watch that employers paid a monthly food allowance as part of their regular wages and in some cases expected them to purchase and cook their own food, but that they could deduct their monthly food allowance at any time as a punitive measure—in violation of TDIC promises on wage deductions. TDIC-employed workers, including workers from the Guggenheim museum site, said that their employers had made such punitive deductions during the past year.⁶³

⁶¹ Human Rights Watch interview with Abdul S., Saadiyat Island, October 30, 2010.

⁶² “The company shall ensure that personnel’s wages and benefits composition are detailed clearly and in writing for them for each pay period. The company shall also ensure that wages and benefits are rendered in full compliance with all applicable laws.” SA8000, Sections 8.2 and 8.3. Available at: http://www.sa-intl.org/_data/n_0001/resources/live/2008StdEnglishFinal.pdf (accessed January 13, 2011).

⁶³ Human Rights Watch group interview with workers for al-Jaber Construction Company, Saadiyat Island, October 30, 2010; interview with Nureddin A., ICAD labor camp, Musaffa Industrial Area, Abu Dhabi, November 2, 2010.

Workers employed by al-Nabouda Company, adjacent to the Louvre site in the Saadiyat Cultural District, told Human Rights Watch that they received monthly wages of 580 dirhams (US\$158), paid to their bank accounts. However, they said that their employer required them to pay 150 dirhams (US\$41), or more than a week's wages, from their salaries each month for food. "If we don't pay for food, they won't give us a card. We have to show that card at the canteen," one worker explained.⁶⁴ Nureddin A. from Pakistan, who worked at the Guggenheim construction site, said, "My company pays a food allowance of 125 dirhams (US\$34). But we need a minimum of 200 dirham (US\$54) for simple food. Because of inflation, even 300 (US\$82) might not be enough for good food. We just eat *dal* and vegetables. We cannot eat meat, [except for] two or three times a month."⁶⁵ Nureddin said that his company, Dulsco, had deducted one month's food allowance from his salary a few months before, as a penalty for missing one day's work.

- What policy does your institution have to provide workers with adequate food?
- What inquiries have you made about employers' mechanisms for providing workers with food? Do contractors at your worksite provide a food allowance in addition to workers' basic wages, or do they subtract this from workers' wages? Have you interviewed any workers yourself regarding their food situation?
- What steps have you taken to guard against illegal wage deductions?
- What punitive measures have you taken in cases of illegal wage deductions?

6. Accommodation

Each of your institutions, with the exception of Agence France Museums/the Louvre, has made public promises to uphold minimum standards in the accommodation of workers involved in your Saadiyat Island projects. The Guggenheim Statement of September 22, 2010, specifies "all contractors working on the Guggenheim Abu Dhabi Museum site are obligated to accommodate their employees at the Saadiyat Island Construction Village, designed and built by TDIC to model international standards."⁶⁶ The TDIC EPP states that all contractors "shall be obliged to utilise the Village provided for all Employees, excluding Temporary

⁶⁴ Human Rights Watch group interview with workers for al-Nabouda company, Saadiyat Island Cultural District, Abu Dhabi, October 30, 2010.

⁶⁵ Human Rights Watch interview with Nureddin A., ICAD labor camp, Musaffa Industrial Area, Abu Dhabi, November 2, 2010.

⁶⁶ Guggenheim Statement, available at: <http://www.guggenheim.org/abu-dhabi/about/joint-statement-on-workers-rights> (accessed January 12, 2011).

Employees,” and that “any exception has to be reviewed and approved in advance.”⁶⁷ The Louvre Standards require contractors to “ensure that any dormitory facilities provided for personnel are clean, safe, and meet the basic needs of the personnel.”⁶⁸ Meanwhile, the NYU/EAA Statement remains silent on worker housing standards.

Human Rights Watch has not been granted permission to visit the TDIC Workers’ Village located on Saadiyat Island. In our interviews, workers housed at the facility consistently reported that it was clean, well-maintained, and provided superior meals and amenities. Human Rights Watch has noted TDIC’s progress in surpassing required standards for worker housing at the Workers’ Village, and continues to commend this improvement. However, we note that many of the workers we interviewed during our November visit, including workers employed on the NYU and Guggenheim sites and interviewed throughout the Cultural District, do not live in the Workers’ Village. Instead, they live at workers’ camps in the Musaffa Industrial Area of Abu Dhabi, in the al-Raha area near Saadiyat Island, in camps on the outskirts of Abu Dhabi, or on Yas Island. A January 21, 2010 letter from TDIC to Human Rights Watch states that “5,000 workers live in the TDIC Workers’ Village.”⁶⁹ “Once complete, the camp will house more than 40,000 workers.”⁷⁰

Human Rights Watch visited the Industrial City of Abu Dhabi (ICAD), a large labor camp exclusive to male workers located in the Musaffa Industrial Area, as well as al-Dar camp on Yas Island, the Saif bin Darwish camp in the Baniyas area of Abu Dhabi, and the al-Mashreq camp (also called China camp). Workers reported varying levels of cleanliness at these facilities. Workers living in ICAD, including workers employed on the Guggenheim Museum construction site, are not allowed visitors, according to a list of rules posted at the entrance of residence buildings. Notices indicated regular water shortages. Workers who lived in the ICAD labor camp told Human Rights Watch that their accommodations were crowded beyond their intended capacity. “Our accommodation looks good, but we are living [with] between 14 and 16 people per room,” said Nureddin A., a worker from the Guggenheim construction site.⁷¹

⁶⁷ TDIC EPP, Available at: http://www.tdic.ae/en/media/get/20100922_epp-guggenheim.pdf (accessed January 12, 2011).

⁶⁸ SA8000, Section 3. Available at: http://www.sa-intl.org/_data/n_0001/resources/live/2008StdEnglish.Final.pdf (accessed January 13, 2011).

⁶⁹ On file with Human Rights Watch.

⁷⁰ Nicolai Ourroussoff, “Building Museums, and a Fresh Arab Identity,” the New York Times, November 26, 2010. Available at: <http://www.nytimes.com/2010/11/27/arts/design/27museums.html> (accessed January 12, 2011).

⁷¹ Human Rights Watch interview with Nureddin A., ICAD labor camp, Musaffa Industrial Area, Abu Dhabi, November 2, 2010.

Some NYU/EAA workers living on Yas Island reported that the bathrooms in their camp were cleaned only once or twice a week, leaving them to use dirty facilities. Human Rights Watch visited a worker bathroom and found it in extremely unsanitary condition and covered in excrement. “In [our previous] camp [in Dubai], it was clean; there was no problem with the bathroom,” said Muhsin R., a worker from Bangladesh. “Here the room is ok, quiet, but the bathroom is not clean.” NYU/EAA workers housed on Yas Island reported that their rooms held four inhabitants each. The workers said that it was difficult for them to reach markets or commercial centers where they could do errands, and that they disliked the isolated location of their camp.

- What steps have you taken to ensure that workers employed in the construction of your institution’s Saadiyat site have adequate housing that meets the standards set in your public commitments?
- How do you ensure that only the intended number of workers live in the accommodation provided, and guard against overcrowding?
- What type of inspection, if any, has your institution secured for workers’ accommodations?
- What remedial measures will you take, if any, upon discovering that workers have been provided sub-par accommodations?

7. Medical Care and Workplace Injury Compensation

Human Rights Watch has recommended that employers provide adequate healthcare to all workers as required by law, including opportunities to seek medical advice and treatment from medical staff not employed by these companies, and that employers inform workers of their rights. Each of your institutions, with the exception of AFM/the Louvre, has publicly promised to protect workers’ right to health care, including by protecting workers’ access to health care and by providing workplace injury compensation. The TDIC EPP states that employers are liable only for the payment of employees’ health insurance, a standard reiterated in the Guggenheim Statement and the NYU/EAA Statement. The Louvre Standards do not specifically address health insurance.

The TDIC EPP states, “The Contractor shall be liable for the payment of the Employees’ Health Insurance.” It further provides for workplace injury compensation, but does not mention

ordinary health care costs not covered by insurance, which often prove burdensome for workers making between 500-800 dirhams (US\$136-218) in basic monthly salary.⁷²

In a notable improvement since our 2008 report, all but one of the workers we interviewed on Saadiyat Island had health insurance, as required by UAE law.⁷³ Most workers interviewed said that their health insurance plans covered 70 percent of their medical costs. However, many reported that they had to pay the remaining 30 percent.⁷⁴ Workers reported paying between 20 and 30 dirhams (US\$5-8) to visit a medical facility – an amount equal or greater to one day’s wages for many. “It costs us 30 dirhams (US\$8) to visit the doctor,” said one worker employed by al-Ryum Company. “A blood test, an x-ray – all tests cost 10 dirhams (US\$3).” With a doctor’s visit costing more than a day’s salary for laborers and other construction workers, these workers are discouraged from seeking health care except when absolutely necessary. Provisions guaranteeing affordable and accessible health care to workers on the island are particularly important in physically demanding employment where employees may be exposed to construction hazards.

Jamshid S., an Indian worker employed by al-Jaber, told Human Rights Watch that his company did not provide adequate medical care. “For medical, they provide only first aid, Panadol,” he said. “Anything else, we pay on our own expenses.” Mohammad K., a Bangladeshi worker employed by al-Nabouda, said that he had visited a medical clinic after feeling pain in his shoulder. “I had to pay for the medicine,” he said. “It cost 75 dirhams (US\$20).”

Al-Hilal workers told Human Rights Watch that their company reimbursed medical expenses not covered by health insurance. “We give the bill to the company; after one month the company pays that [remaining] 30 percent. If we bring the medical bill, we get paid for eight hours [for the day we missed],” said a mason from Rajasthan, India.

The NYU/EAA Statement also stipulates only that “employees will receive employer-provided medical insurance,” saying nothing about additional costs imposed that may

⁷² “Where an Employee has sustained any work related injuries or occupational diseases, the Contractor shall pay for the cost of his treatment unless it is covered by Insurance.” Section 34.2., EPP.

⁷³ Law No. (23) of 2005 and the Executive Regulations Regarding the Health Insurance Scheme for the Emirate of Abu Dhabi (“Health Insurance Law” and “Health Insurance Regulations”), available at: <http://www.haad.ae/HAAD/LinkClick.aspx?fileticket=5exKFrTZQps%3d&tabid=136> (accessed January 18, 2010).

⁷⁴ Abu Dhabi’s Health Insurance Regulations set a minimum requirement that all licensed insurers must cover 70 percent of the cost of any medicine prescribed to the insured person. Ibid, p.38.

either be beyond a worker's means or discourage them from seeking preventative care or early treatment for medical conditions.⁷⁵ However, NYU/EAA workers employed by Al-Futaim Carillion also said that their employer fully reimbursed their medical expenses up to a fixed maximum.⁷⁶

Workers also reported that their employers did not provide workplace injury compensation. "If someone gets hurt at work, the company cancels their visa and sends them home. There is no compensation," said Mahmud K., a Bangladeshi worker for al-Ryum. "We sign a paper saying that if any accident happens, the company is not responsible. It is written only in English." Mahmud added that a coworker who read some English had explained the release form to him.

"If somebody gets hurt ... they keep them one month. If they can work, they stay. If not, they don't get compensation, they just send them home," said Premchand R., an Indian worker employed by al-Hilal. "[The company] pay[s] for that one month," he said.

- What is your institution's position on ensuring that workers have access to affordable and accessible health care, including preventative care? Has your institution considered providing financial support to workers to assist them in covering co-pays and other costs not covered by insurance?
- What steps have you taken to instruct supervisors and contractors to protect workers' right to seek medical care?

8. Health and Safety Issues

The NYU/EAA Statement, the Guggenheim Statement, the Louvre Standards, and the TDIC EPP have all promised to provide a safe and healthy workplace by requiring contractors involved in the Saadiyat Island project to take measures to protect workers' health and safety. NYU/EAA's Statement stipulates that, "As required by U.A.E. law, a safe and healthy working environment shall be provided to workers providing services to NYU Abu Dhabi to prevent accidents and injuries to health arising out of, linked with, or occurring in the course of work."⁷⁷ TDIC's EPP has nearly a full page devoted to health and safety issues in

⁷⁵ NYU/EAA Statement, available at: <http://nyuad.nyu.edu/news.events/additional.labor.info.html> (accessed February 8, 2011).

⁷⁶ Human Rights Watch group interview with six workers from the NYU site, YasIsland, Abu Dhabi, November 5, 2010.

⁷⁷ The remainder of the NYU/EAA Statement's Health and Safety Policy is available at <http://nyuad.nyu.edu/about/labour.values.html>.

its policy, and broadly states, “The Contractor shall at all time provide its Employees with safe working conditions.”⁷⁸ Both the TDIC EPP and NYU/EAA Statement require on-site inspections and safety audits. NYU/EAA, TDIC, and the Louvre Standards all additionally require that contractors provide workers with on-site access to drinking water.⁷⁹

Human Rights Watch noted a serious effort to observe select minimum safety standards on Saadiyat Island. Construction firms required all workers that we interviewed to wear safety shoes, vests, and helmets while on construction sites. Safety signage had been placed at construction sites with instruction in multiple languages and pictorial representation of safety rules. Workers employed on multiple sites reported observing TDIC inspectors.

However, workers reported receiving minimal training for construction jobs. Nureddin A. told Human Rights Watch that his job is to help with the pilings for the Guggenheim’s foundation. “It’s very difficult; I don’t have any idea about this job,” he said. “It’s a long duty [time], hard work.”

“We had a safety briefing; it was a one-hour meeting,” Nureddin reported. “During the safety training, they said to wear a helmet, have safety shoes, don’t throw trash everywhere [around the site.]’ After that, they said, ‘you have to do this work starting tomorrow.’”

⁷⁸ The full policy states:

- “33.1 The Contractor shall at all time provide its Employees with safe working conditions, including safe equipment. The contractor will have a health and safety programme in place that meets the requirements of UAE Law and the EPP. TDIC requires that safety audits, risk assessments and on-site visits are regularly conducted and shall share with the Guggenheim the results of audits, assessments and visits with respect to the Guggenheim Abu Dhabi Museum. TDIC also requires that all tools and machinery are in safe working condition and are certified by the relevant statutory bodies.
- 33.2 The Contractor shall dedicate a senior person from management to be accountable for all Health and Safety matters.
- 33.3 The Contractor shall provide Employees with personal protective clothing that will be compliant with minimum acceptable standard as determined by the Client’s Health and Safety Manager:
- 33.4 Protective clothing shall be issued to Employees free of charge by the Contractor.
- 33.5 Each Contractor will have their company name on each Employee’s overall and hard hat.
- 33.6 It will be compulsory for all Employees to wear their protective clothing.
- 33.7 The Contractor shall keep an occupational injuries’ register on Site, recording all occupational injuries, diseases or deaths on Site or in the Village.
- 33.8 The Contractor shall ensure that health and safety representatives are appointed, regular meetings take place and that records are kept of such meetings.
- 33.9 The Contractor shall provide first aid boxes containing medicine as prescribed by Law. At least 1 (one) first aid box shall be provided for every 100 (one hundred) Employees.
- 33.10 The Contractor shall display on the notice board detailed instructions indicating measures how to prevent fires and the protection of Employees in this regard.”

⁷⁹ SA 8000 states: “The company shall provide, for use by all personnel, access to clean toilet facilities, access to potable water, and, where applicable, sanitary facilities for food storage.”

Nureddin also told Human Rights Watch that he and his coworkers did not have adequate provisions for drinking water. “We have to come to the central area,” he said, indicating that water was only provided in one area of the vast work site. “The boss will ask us ‘why are you going to the water so many times,’ so we can’t go too often. Sometimes I have a headache, fever. It’s not that serious – I think I was sick because of tiredness and the heat.”

“This job is more difficult than others,” said Venkat R., another Guggenheim site worker. “I haven’t done this before. [Before this job] sometimes I worked in a workshop, sometimes I did cleaning [in the UAE]. [But] it’s too difficult here. We didn’t get [much] training.”

Given that workers report difficulty accessing drinking water, heat-related illness, and inadequate training for technical jobs, Human Rights Watch continues to recommend that all TDIC and EAA-employed contractors publicly report work site injuries and deaths, and make the results of regular safety inspections and audits publicly available.

- How has your institution monitored health and safety compliance on your worksite thus far?
- What penalties have been imposed in cases of health and safety violations?
- How many injuries and deaths have been reported on your worksite since commencement of construction (including preparatory work)? How many on Saadiyaat Island in total?
- What steps has your institution taken thus far to ensure adequate workplace injury compensation, in keeping with institutional policy?
- How do you ensure that workers remain fully informed of their rights regarding workplace injury compensation?

9. Timely Payment

UAE labor law now requires on-time electronic payment of workers’ wages. Both the TDIC EPP and NYU/EAA Statement specify that employers must pay workers on-time electronic payments in compliance with the UAE-mandated electronic Wage Protection System. Both policies require payment on-time and without delay, though they fail to specify the required schedule, while the Guggenheim Statement also states that “the contractor shall pay electronically each employee’s wages, benefits and dues at least once per month.”

The Louvre Standards include similar protections, and add that “the company shall ensure that deductions from wages are not made for disciplinary purposes.”⁸⁰

Human Rights Watch found significant improvement in employers’ adherence to UAE requirements that workers receive itemized monthly wage payments through bank accounts. Most of the workers interviewed said that they had ATM cards at local or international banks. Workers employed by al-Ryum Company said that they received payment through UAEXchange, a private commercial exchange and money transfer company. These workers did not have ATM cards or electronic pay stubs.

NYU/EAA workers reported that their company, al-Futaim Carillion, had a practice of withholding a portion of workers’ wages for the first two months of employment. Before beginning work at the NYU site, they said, they were promised that their wages would increase from 572 dirhams (US\$156) to 1,200 dirhams (US\$327) for work as a carpenter or mason. Although workers signed a new contract for the increased amount of wages before starting at the NYU site, their employer had withheld the salary increase, they said, and continued to pay them 572 dirhams (US\$156) during the first two months of employment.

Human Rights Watch reviewed pay slips from workers employed by multiple companies. All electronic pay slips viewed showed itemized payments for a worker’s basic salary, food allowance (where applicable), overtime at 1.25 times the basic rate, and overtime at 1.5 times the basic rate (applicable between 9 pm and 4 am, and on weekends).

The widespread nature of electronic payment and provision of itemized pay slips demonstrates general adherence to the UAE legal requirement that workers receive electronic payment. However, NYU/EAA workers’ experience demonstrates that Saadiyat Island contractors still engage in the practice of withholding workers’ contractually agreed-upon wages during the first two months of their contract. Meanwhile, our interviews with

⁸⁰ SA 8000 Section 8 states:

- “8.2 The company shall ensure that deductions from wages are not made for disciplinary purposes. Exceptions to this rule apply only when both of the following conditions exist:
 - Deductions from wages for disciplinary purposes are permitted by national law; and
 - b) A freely negotiated collective bargaining agreement is in force.
- 8.3 The company shall ensure that personnel’s wages and benefits composition are detailed clearly and regularly in writing for them for each pay period. The company shall also ensure that wages and benefits are rendered in full compliance with all applicable laws and that remuneration is rendered either in cash or check form, in a manner convenient to workers.”

Available at: http://www.sa-intl.org/_data/n_0001/resources/live/2008StdEnglishFinal.pdf (accessed January 13, 2011).

other Saadiyat Island workers show that some workers receive cash payments through a commercial institution, and do not appear to have bank accounts.

- How has your institution been monitoring payment of worker wages thus far?
- What have been the results of your inspections, if any?
- What penalties have you or your partner institution assessed in cases of violations related to wage payment?

10. Independent Third-Party Monitoring and Enforcement

Human Rights Watch's most recent findings drive home the necessity of independent monitoring and reporting to ensure that workers receive, in practice, and not just on paper, the benefit of the labor protections you have promised them. To that end, can you please inform us:

- Which contractors currently provide manpower services to your worksite?
- Have representatives from your institution met with said contractor(s) and discussed employment policy and workers' rights with them?
- Can you provide information on interviews and inspections conducted with workers on your construction site?
- How many contractors associated with your project have you penalized thus far due to policy violations? How many have been terminated? What other penalties, if any, have been assessed?
- Has your institution obtained agreement with your partner to engage independent third-party monitors? If yes, have you identified such a monitor and when is this monitor to begin?

As in prior communications, we urge you to make a public commitment to independent third-party monitoring of workers' rights on Saadiyat Island as soon as possible, and to make publicly available any information on monitoring and enforcement to date.

In conclusion, the range of improvements and shortfalls recorded by Human Rights Watch during our latest research on Saadiyat Island shows a failure by TDIC and the EAA to fully

comply with public promises that they and their international partners have made to protect workers' rights. To date, Agence France Museums/the Louvre has failed to announce publicly Saadiyat Island-specific commitments to protecting workers' rights, as Human Rights Watch called upon all institutions to do in our 2009 report. The Guggenheim has announced, in conjunction with TDIC, public commitments to protect workers' rights, but interviews with workers from the site show that these commitments have yet to be implemented. And while NYU and the EAA have made progress on their commitments, they also have failed to fully meet their published promises. We hope that the above information will prove useful to you in your ongoing engagement with development on Saadiyat Island; we have provided it to you privately, in hopes that we will have an opportunity to meet and to discuss our findings, and to obtain written replies to our questions, in advance of the publication of our findings.

We will be available to meet in New York, Paris, or Abu Dhabi, and would welcome the opportunity to continue our dialogue on these important issues.

Sincerely,



Sarah Leah Whitson
Executive Director
Middle East and North Africa Division

CC: President of the Republic, France
Ministry of Culture, France
Ministry of Foreign Affairs, France

CC: Ateliers Jean Nouvel
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TDIC Response to February 24 Human Rights Watch Letter – March 17, 2011



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March 14th, 2011

Dear Sarah,

With reference to your letter dated 24th February 2011, we would like to emphasise that TDIC is deeply committed to safeguarding the rights and welfare of employees across all of its projects, which includes those on Saadiyat Island.

While we appreciate your change in policy by sharing this letter with us in advance of your report, we continue to question the methodology that has led you to reach your inaccurate conclusions. We believe your research would have been more credible, and therefore beneficial, had you contacted us during the planning stage of your investigations to arrange a site visit.

We would like to remind you that TDIC does not directly employ workers; they are employed via third parties who are contractually obliged to comply with UAE Labour Law and our Employment Practices Policy (EPP).

At the moment TDIC has more than 130 contractors and sub-contractors mobilised on Saadiyat. Your letter states that eight contractors were in violation of our EPP. To clarify, the list of eight contractors that you mentioned is inaccurate as three of these are not contracted by TDIC¹, and two had completed their work on site before the dates that you informed us you visited the island. The remaining three have been audited by our independent monitoring consultant and our findings are in contradiction with yours.

We feel the above discrepancies diminish the accuracy of your findings. We would like to clarify that while we aim for 100 per cent compliance by contractors to the EPP, we are still in the early stages of this process and it will take time to ensure these rules are strictly adhered to by all contractors. We work closely together with these companies to ensure we find solutions to any breaches that become apparent. If the contractor does not comply with the policies set out by the EPP, we administer penalties ranging from warning notices to termination of contract.

As part of TDIC's ongoing commitment to safeguard the rights and welfare of workers on its projects, we are broadening our existing independent monitoring programme with the appointment of a reputable consultancy to meet the growing scope of work needed to monitor the performance of contractors on Saadiyat Island. The tender process will be carried out to international standards and the appointed consultancy will have to meet with strict criteria. TDIC has always worked with an independent monitoring consultant, who provides regular reports on contractors' performance. The appointment of a dedicated independent consultant company is a

¹ While TDIC is the master developer for Saadiyat Island, there are third parties developing on Saadiyat, and TDIC has no contractual rights over them. These parties are still required, however, to meet the requirements of UAE Labour Law.

natural enhancement of the current system. We look forward to announcing further details of the appointed company by May 2011 and publically publishing the findings on an annual basis.

Also, we would like to remind you that the EPP compels contractors to only engage reputable recruitment agencies who are contractually bound not to impose recruitment fees on workers. We furthered our commitment by amending the provisions of the EPP to compel contractors to fully reimburse employees for fees associated with the recruitment process without any deductions to their wages.

We have a 2010 report consisting of audits and action plans for Saadiyat Island and I would like to share with you some of the top line findings.

- Over 130 companies, including sub-contractors and labour suppliers, have operated on Saadiyat Island to date.
- 15,354 workers have operated on TDIC projects on Saadiyat Island as of December 2010.
- 13,969 workers have signed TDIC's Site Assignment Agreement, which declares that they have not paid recruitment fees to work on Saadiyat Island. The remaining forms are being processed.
- 14,061 workers have gone through the EPP induction process to better understand their rights.
- 11,538 workers have received their passports.
- 48 audits have been carried out on contractors operating on Saadiyat Island.

895 workers have been interviewed during the auditing process.

- 1,325 employees from various contractors have been assessed through TDIC's Vocational Assessment Process to ensure that they are trained for the jobs they perform.

These findings highlight that there are still areas of non-compliance which are being investigated. TDIC will continue to work closely with the relevant UAE government entities to aim for 100% compliance with the UAE Labour Law and the EPP.

Yours sincerely,



Bassem Terkawi
Senior Director - Strategic Communications

Guggenheim Press Release Responding to Artists' Boycott – March 17, 2011

“Guggenheim Statement on Workers' Rights at Guggenheim Abu Dhabi Museum Site
(NEW YORK, NY – March 17, 2011) – The Guggenheim Foundation is firmly committed to working to protect the rights of individuals on the Guggenheim Abu Dhabi museum site. Several very important steps have been taken over the past six months that demonstrate this commitment.

In September of 2010, the Solomon R. Guggenheim Foundation and the Tourism Development & Investment Company (TDIC) issued a joint public statement committing to provide key core rights and benefits to all workers involved in the construction of the museum. One of these benefits is the right of the workers to live in the construction village that TDIC has built on Saadiyat Island, which has set a high standard for workers' accommodations in the region. The Solomon R. Guggenheim Museum and Foundation Director, Richard Armstrong, visited the village this fall. Read the joint public statement.

In a demonstration of its ongoing dedication to ensuring the rights of workers, TDIC has recently taken two significant steps. The first is the decision to put in place what they have promised will be a robust independent monitoring program and to have the monitor issue annual public reports. The second is to contractually require all contractors to reimburse workers for any recruitment fees they have paid to agencies to obtain their jobs. This is an important safeguard intended to enable workers to keep all of the wages they earn.

While we share the artists' concern for the workers, we believe that, in light of the steady progress that has been made with respect to recruitment fees, the prompt payment of wages, the ability to retain passports, the provision of health insurance, good living accommodations, and the imminent appointment of an independent monitor in May, their statement is misinformed. We believe that the Guggenheim Foundation's work with TDIC has been instrumental in bringing about this progress. We will continue to remain focused on this critical priority.

Guggenheim Abu Dhabi, east elevation, digital rendering, courtesy TDIC and Gehry Partners, LLP

Web site © The Solomon R. Guggenheim Foundation (SRGF). All rights reserved.”

From: <http://www.guggenheim.org/new-york/press-room/news/3962>

TDIC Press Release Responding to Artists' Boycott – March 17, 2011

“TDIC has recently responded to a Human Rights Watch announcement regarding workers' welfare on Saadiyat Island

With reference to the recent announcement by Human Rights Watch, TDIC can confirm that the company has a long standing and deep commitment to protecting workers' rights and fully respects and supports the artists' role in campaigning for this issue. However, HRW's announcement pre dates more recent announcements made by TDIC relating to measures already taken to further safeguard the workers' rights.

TDIC has always worked with an independent monitoring consultant who provides regular reports on contractors' performance and as part of its ongoing programme TDIC recently announced that a new internationally recognised consultancy will be appointed to meet the growing scope of work needed to monitor the performance of contractors on Saadiyat. The appointed company will be announced by May 2011 and audit reports will be published on an annual basis.

Also, TDIC has in place a robust mechanism to ensure workers do not pay recruitment fees to work on Saadiyat. TDIC recently expanded this to include that contractors must reimburse workers for any recruitment fees they might have paid.

TDIC respects and upholds the high measures introduced by the UAE Government to protect workers and believes that the UAE Labour Law is comprehensive. As a responsible developer TDIC felt there was room to extend our commitment to worker rights, and created and implemented the Employment Practices Policy in 2009. This policy's aim is to set fair employment relations practices between TDIC and its contractors, and is predicated on the basis that employees will be treated fairly, irrespective of race, gender or ethnic origin.

TDIC has always welcomed dialogue regarding its practices with the artists and those who are also committed to constructive dialogue about protecting workers' rights, and we will continue to have this policy as work progresses on Saadiyat.”

From: <http://www.tdic.ae/en/article/worker-welfare/tdic-response-to-human-rights-watch-announcement-regarding-workers-welfare-on-saadiyat-island.html>

Guggenheim Response to February 24 Human Rights Watch Letter – March 21, 2011

GUGGENHEIM

Solomon R. Guggenheim Foundation

Richard Armstrong
Director
Solomon R. Guggenheim
Foundation and Museum

March 21, 2011

Sarah Leah Whitson
Executive Director, Middle East & North Africa Division
Human Rights Watch
350 Fifth Avenue, 34th Floor
New York, NY 10118-3299

Dear Sarah Leah,

We are responding to your letter dated February 24, 2011. As we have reiterated to you in our meetings, the Solomon R. Guggenheim Foundation is firmly committed to working to protect the rights of individuals on the Guggenheim Abu Dhabi Museum site. We welcome any information and constructive feedback Human Rights Watch is able to provide to help us achieve the best possible results for those workers. We also appreciate that you shared your draft report with us to give us an opportunity to respond.

As you know, in September 2010, the Solomon R. Guggenheim Foundation and TDIC issued a joint public statement committing themselves to provide key core rights and benefits to all workers involved in the construction of the museum. When we met with you in September to review the joint statement, and again when we met on March 7, 2011, you indicated that, while progress had been made, there were two principal issues that had not been addressed by the September statement—the appointment of an independent monitor, and a provision to ensure that employees at the Guggenheim Abu Dhabi site are reimbursed for any recruitment fees paid.

We assured you of our deep commitment to continued progress on those issues and reported back to you two days after our March 2011 meeting that both are now being addressed. With regard to the first matter, TDIC has committed itself to appoint an internationally recognized independent monitor in May 2011 to monitor compliance and to publish its audit results annually. With regard to the second, TDIC has expanded the safeguards in its Employment Practices Policy (EPP). The existing EPP (and our joint statement) prohibited contractors using any agent charging a recruitment fee to employees, and required that contractors be solely liable for and pay all recruitment fees. The EPP now goes beyond this provision to require contractors to reimburse workers in full for any fees associated with their recruitment. This provision mirrors what New York University has done, and reflects precisely what you recommended to us that we should do.

We hope you will recognize that this represents substantial and concrete progress in the two areas where you felt our statement was lacking, and where you suggested progress should be made.

1071 Fifth Avenue New York, NY 10128-0173 Phone 212 360-4575 guggenheim.org

In your recent draft report, you have also raised the issue of compliance with the provisions of the joint statement, including whether workers retain their passports and whether employment contracts are consistent with the jobs workers are asked to perform. TDIC has shared with us the report issued by the outside firm it hired to monitor compliance at the Guggenheim Abu Dhabi Museum site in November 2010. We found the results were encouraging. For example, the report found that 90 percent of the workers interviewed held their passports and the remaining 10 percent had visas in process, and 100 percent of the workers interviewed were holding their employment contracts. In all cases the actual conditions were found to be consistent with what was described in the agreements.

In evaluating the conclusions in your draft report, we note that you informed us that HRW interviewed only 5 to 10 of the workers on the Guggenheim Abu Dhabi Museum site. The report we received from the outside auditor was based on a much broader sample. When you visited the site, there were only 50 to 100 workers, as construction is in its very early stages. It is also worth mentioning that these reforms have been put into place before significant construction has started.

Your finding that some individuals working at the Guggenheim site are not being housed at the workers' village did concern us. We will work with TDIC to look into this and to rectify any instances of non-compliance.

We are glad that you publicly recognize progress in the areas of payment of wages, working hours and the TDIC workers village accommodations. As we noted above, we always welcome the opportunity to learn more about conditions from you. We do, however, believe that the statements that have been made over the past week by Human Rights Watch have painted an inaccurate picture of the substantial progress made to date in safeguarding the workers' rights.

It is clear that the Guggenheim shares the goals of HRW, and of the group of artists who have taken an interest in this matter, in safeguarding the rights of workers building the Guggenheim Abu Dhabi Museum. We believe these goals can best be achieved if all parties have a full and balanced understanding of the situation. To that end, we have not only maintained communication with HRW but prior to the release of your statement, held a meeting with Walid Raad as representative of the concerned artists. We know that several artists have been invited to visit the Workers Village to see for themselves what has been achieved.

We therefore feel it is unfortunate that HRW did not wait until March 24 to receive comments from the Guggenheim about its draft report—disregarding a deadline that HRW itself had established—but instead publicized a document that by definition remains incomplete and unbalanced. By telling a story that is one-sided and not fully informed, HRW does a disservice to the Guggenheim, to TDIC and to a project that is in fact having a very positive effect in the region.

Sincerely,



Richard Armstrong
Director, Solomon R. Guggenheim Museum and Foundation

EAA Response to February 24 Human Rights Watch Letter – March 22, 2011

FROM :EAA

FAX NO. :4991992

Mar. 23 2011 08:55AM P 1

جهاز الشؤون التنفيذية
EXECUTIVE AFFAIRS AUTHORITY



DATE: March 22, 2011
TO: Ms. Sarah Leah Whitson
Fax #: +212 736 1300
FR: Executive Affairs Authority

VIA FAX – THREE PAGES INCLUDING COVER.

جهاز الشؤون التنفيذية
EXECUTIVE AFFAIRS AUTHORITY



March 22, 2011

Ms. Sarah Leah Whitson
Executive Director
Middle East and North Africa
HUMAN RIGHTS WATCH
350 Fifth Avenue, 34th floor
New York, NY 10118

Dear Ms. Whitson,

Your letter dated February 24, 2011 was passed onto me by the Chairman's Office of the Executive Affairs Authority.

As you would expect, the Executive Affairs Authority is entirely committed to ensuring that UAE law and regulations are adhered to.

For the NYUAD project, upholding legal standards, as they pertain to worker protection and labour relations, is central to the project's ongoing success. This commitment requires a comprehensive approach that includes the development of a policy framework and implementation protocols to continually advance incremental, measurable and sustainable progress.

Key points of this framework and protocols are as follows:

1. The Statement of Shared Labour Values for the construction and operation of the NYUAD project
2. The inclusion of the Statement of Shared Labour Values in all tendering materials and contracts for vendors, contractors and service providers
3. The publication of the 13 points that operationalise the Statement of Shared Labour Values in February 2010; and their adherence by vendors, contractors and service providers
4. A rigorous and ongoing internal compliance process, structured to identify one-off problems and systemic issues, which are subsequently addressed through the enforcement regime
5. An enforcement regime that is designed to support the fulfilment of the Statement of Shared Labour Values
6. The appointment of third party compliance monitor, Mott MacDonald, responsible for monitoring and auditing compliance with the Statement of Shared Labour Values
7. The upcoming 2011 publication of an annual report on compliance of the provisions that operationalise the Statement of Shared Values

Our track record indicates a sustainable approach and methodology to carry out a rigorous compliance and enforcement policy and framework. We remain committed to continually challenging ourselves to raise the bar even higher.

جهاز الشؤون التنفيذية
EXECUTIVE AFFAIRS AUTHORITY



It is with disappointment that we note from your letter* that HRW - an organisation with a stated aim of upholding the rights and safety of workers - would cause a significant health and safety risk for the workers at the NYUAD construction site by conducting unscheduled and clandestine work site visits. This behavior seems particularly incongruous given HRW's mission to protect workers and the organisation's outspoken demands for transparency and accountability.

As in the past, we will continue our open dialogue by sharing with the public milestones and achievements in relation to the construction and operation of NYUAD.

Best,

Simon Pearce
Executive Director
Strategic Communications Affairs

****excerpt from HRW letter dated February 24, 2011***

In October and November 2010 and again in January 2011, Human Rights Watch visited Saadiyat Island and interviewed, in individual and group settings, migrant workers engaged in construction projects on the island. We met interviewees on worksites that included the Saadiyat Island Cultural District and the NYU and Guggenheim construction sites, which were clearly signposted with their respective names. Interviews took place at work sites and at off-site labor camps. Workers provided the names of their employers, which we saw printed on many workers' uniforms and pay slips, as well as posted at work sites. Employers included Leighton al-Habtoor, al-Jaber, Saif bin Darwish, al-Nabouda, al-Hilal, al-Futaim Carillion, Dulco, and al-Ryum Companies.

Excerpts from NYUAD Website - Updated to Reflect Monitoring and Enforcement of the Provision of the Statement of Shared Values

“...35. How will NYUAD and its Abu Dhabi partners monitor and enforce the provisions of the Statement of Shared Values especially during construction and operation of the Saadiyat Campus?”

NYUAD and our Abu Dhabi partners have put into place a methodical monitoring, compliance and enforcement system, relating to the Statement of Shared Values for the construction, operations and maintenance of the NYUAD campus.

As an effective and transparent means to allow NYUAD and our partners to enforce the application of the Statement of Shared Values, the system includes the appointment of a third party organization -- Mott MacDonald Limited -- to monitor and audit compliance.

In the first quarter of 2012 [note: this clause was recently changed on the website from “During 2011...”], we will also release an annual report measuring compliance with the provisions that operationalize the Statement of Shared Values...

From: <http://nyuad.nyu.edu/about/faq.html>

...

Additional Information on the Construction and Operation of NYU Abu Dhabi

Last updated: March 22, 2011

The following measures operationalizing the shared Statement of Labour Values will be contractual requirements for all companies involved in the construction and operation of the NYU Abu Dhabi campus on Saadiyat Island. Construction is scheduled to commence later this year.

- Employers will fully cover or reimburse employees for fees associated with the recruitment process, including those relating to visas, medical examinations and the use of recruitment agencies, without deductions being imposed on their remuneration.

- Employees will retain all of their own personal documents, including passports and drivers' licenses.
- Individuals employed in connection with NYU Abu Dhabi will be a minimum of 18 years of age.
- Employees will work no more than eight hours a day, five days a week, except for those working in construction-related activities, who will work no more than eight hours a day, six days a week. Overtime will only be worked voluntarily, and will be compensated at premium rates.
- Employees shall receive their full wages or basic salary via electronic bank transfers and on a pre-agreed upon schedule.
- Employers will not impose or request employment bans on employees seeking to change jobs.
- An employee who completes one or more years of continuous service will be entitled to severance pay at the end of their employment.
- Employees will receive employer-provided medical insurance.
- Employees will receive employer-funded transport to and from their job sites or an equivalent allowance.
- Employees are entitled to thirty calendar days of paid annual leave each year.
- Employees shall receive leave with full pay for ten UAE public holidays each year. In addition, employees will be granted two additional days per year for other religious holidays to be taken at their discretion.
- Female employees shall be entitled to maternity leave, with full pay, for a period of up to 45 days.
- Foreign employees shall receive employer-funded air travel between the UAE and their country of origin for expatriation at the beginning of their employment, for repatriation at the end of their employment, and one additional trip, either annually or biannually, to be used in conjunction with vacation leave¹.
- In circumstances when contractors provide housing accommodation to those working on the NYUAD project, the following requirements must be met:
 - No more than four individuals in any bedroom.
 - All rooms must be equipped with ventilation systems and central air conditioning units.
 - All workers are provided with secure wardrobes and/or lockboxes for safeguarding valuables, including personal documents.

- Accommodation specifications vary by job classification, but at a minimum, construction operatives must have a minimum of 4.5 square meters of personal living area.

¹ This language was updated on March 22, 2011 to correct an oversight in the original posting of this document. The original language stated that foreign employees would receive "...one additional trip, per year...". This statement remains accurate for many job classifications, including most construction-related positions, however, some job classifications are entitled to the airfare allowance every two years."

From: <http://nyuad.nyu.edu/news.events/additional.labor.info.html>

...

"Statement of Labour Values

This Statement expresses the shared values of NYU and the Executive Affairs Authority (EAA) of Abu Dhabi (the Parties) for the construction and operation of NYU Abu Dhabi, which are based in the existing laws of the United Arab Emirates (U.A.E.).

NYU and the EAA appreciate that each Party operates within different legal and cultural environments that will affect NYU Abu Dhabi; both Parties are, however, committed to the values set out in this Statement of Values and to their enforcement in the construction, operation and maintenance of the NYU Abu Dhabi campus. The EAA, through The Authority Campus Entity (ACE), and NYU, through NYUAD, shall ensure that: (a) this Statement of Values is included in all tendering materials for vendors and service providers; and (b) each prospective contractor or service provider is contractually obligated to comply with this Statement of Values.

On February 3, 2010, NYU provided further details on measures operationalizing these values.

Wages and Benefits:

The Parties recognize that wages are essential to meeting workers' basic needs. As a floor, workers providing services to NYU Abu Dhabi will be paid wages and benefits which

comply with all applicable U.A.E. laws and regulations and which provide for their essential needs and living standards.

Working Hours:

Hourly and/or quota-based wage workers shall (i) not be required to work more than (a) 48 hours per week or (b) the limits on regular hours allowed by U.A.E. law, and (ii) be entitled to at least one day off in every seven day period, as well as holidays and vacations. Daily working hours shall be such that no worker shall work for more than five successive hours without breaks, amounting in aggregate to not less than one hour.

Overtime Compensation:

As required by U.A.E. law, overtime hours must be worked voluntarily. In addition to their compensation for regular hours of work, hourly and/or quota-based wage workers shall be compensated for overtime hours at such a premium rate as is legally required by U.A.E. law.

Child Labor:

As required by U.A.E. law and the International Labour Organization Minimum Age Convention ratified by the U.A.E., no person younger than 15 years old will be employed to provide services in connection with NYU Abu Dhabi.

Forced Labor:

As required by U.A.E. law, there shall not be any use of forced prison labor, indentured labor, bonded labor or other forced labor.

Health and Safety:

As required by U.A.E. law, a safe and healthy working environment shall be provided to workers providing services to NYU Abu Dhabi to prevent accidents and injuries to health arising out of, linked with, or occurring in the course of work. The direct operations of NYU Abu Dhabi and its subcontractors will comply with all workplace safety and health regulations established by the U.A.E. government and ensure regular health and safety worker training systems to detect threats to health and safety, access to bathrooms and potable water.

Nondiscrimination:

No person shall be subject to any discrimination in employment, including in relation to hiring, salary, benefits, advancement, discipline, termination or retirement.

Harassment or Abuse:

Every worker shall be treated with dignity and respect. No employee shall be subject to any physical, sexual, psychological, or verbal harassment or abuse, nor will any form of corporal punishment be used or tolerated.

Resolution of Work Disputes:

As required by U.A.E. law, the right of workers to seek resolution of labor disputes shall be recognized and respected. No worker shall be subject to harassment, intimidation or retaliation in their efforts to resolve work disputes.

Women's Rights:

A. Women workers will receive equal remuneration, including benefits; equal treatment; equal evaluation of the quality of their work; and equal opportunity to fill all positions open to male workers.

B. Pregnancy tests will not be a condition of employment, nor will they be demanded of employees.

C. Workers who take maternity leave will not face dismissal or threat of dismissal, loss of seniority or deduction of wages, and will be able to return to their former employment at the same rate of pay and benefits.

D. Workers will not be forced or pressured to use contraception.

E. Workers will not be exposed to hazards, including glues and solvents, which may endanger their safety, including their reproductive health.

F. Appropriate services and accommodation will be provided to women workers in connection with pregnancy.

Compliance with Laws:

The labour inspection and remediation requirements of the U.A.E. Labour Law and regulations will be implemented and comprehensively enforced in the construction, operation and maintenance of the NYU Abu Dhabi Campus.”

From: <http://nyuad.nyu.edu/about/labour.values.html>

Guggenheim Letter to Artists – March 23, 2011

“Guggenheim Responds to Proposed Artist Boycott

On March 17, 2011, a group of artists issued a call to action to boycott the Guggenheim Abu Dhabi Museum (and potentially other Guggenheim museums) over the rights of workers at the Guggenheim Abu Dhabi Museum site. The Guggenheim Foundation is firmly committed to working to protect workers' rights on the Guggenheim Abu Dhabi Museum site. Very important steps have been taken over the past six months that demonstrate this commitment. In response, Richard Armstrong, Director, Solomon R. Guggenheim Museum and Foundation, and Nancy Spector, Deputy Director and Chief Curator, sent the following letter to Emily Jacir and Walid Raad, who initiated the petition.

GUGGENHEIM RESPONDS TO PROPOSED ARTIST BOYCOTT

From: Richard Armstrong and Nancy Spector
Sent: Wednesday, March 23, 2011 11:48 AM
Subject: Letter from the Guggenheim

Dear Emily and Walid,

We wanted to share with you information that we are sending to Human Rights Watch in response to their letter dated February 24, 2011 to the Guggenheim, Louvre, and NYU regarding workers' welfare in Abu Dhabi. Up until now we have not been briefed on such details by TDIC, our partner in Abu Dhabi. Since the release of the Human Rights Watch most recent report and our sustained conversations with TDIC, we have a new opportunity to comment on several important issues that have been the focus of your concern.

As you well know, Human Rights Watch has singled out two key issues since the publication of the joint agreement between the Guggenheim and TDIC in September of 2010, which announced several milestones in securing workers' rights on Saadiyat Island. These issues comprise the appointment of an independent monitor and a provision to ensure that employees at the Guggenheim Abu Dhabi site are reimbursed for any recruitment fees paid.

As you know from our previous correspondence, TDIC has committed to appoint a recognized independent monitor in May 2011 to monitor compliance and to publish its

results annually. With respect to the recruitment fee issue, TDIC has expanded the safeguards in its Employment Practices Policy (EPP). The existing EPP (and our joint statement) prohibited contractors using any agent charging a recruitment fee to employees, and required that contractors be solely liable for and pay all recruitment fees. The EPP now goes beyond this provision to require contractors to reimburse workers in full for any fees associated with their recruitment. This provision mirrors what New York University has done, and reflects precisely what Human Rights Watch recommended to us that we should do.

We hope you can recognize that this represents substantial and concrete progress in the two areas that Human Rights Watch conveyed to us were the ones in which they felt our statement was lacking, and where they suggested progress should be made. In Human Rights Watch's recent draft report, they have also raised the issue of compliance with the provisions of the joint statement, including whether workers retain their passports and whether employment contracts are consistent with the jobs workers are asked to perform.

TDIC has shared with us the report issued by the outside firm it hired to monitor compliance at the Guggenheim Abu Dhabi Museum site in November of 2010. We found the results were encouraging. For example, the report found that 90 percent of the workers interviewed held their passports and the remaining 10 percent had visas in process, and 100 percent of the workers interviewed were holding their employment contracts and in all cases the actual conditions were found to be consistent with what was described in the agreements.

In evaluating the conclusions in Human Rights Watch's draft report we took into account the fact, which they shared with us, that they actually only interviewed 5 to 10 of the workers on the Guggenheim Abu Dhabi Museum site, whereas the report we received prepared by the outside auditor was based on a much broader sample. When Human Rights Watch visited the site, there were only 50 to 100 workers since construction is in its very early stages. It is also worth mentioning that these reforms have been put into place before significant construction gets started.

We believe that the statements that were made last week by Human Rights Watch have painted an inaccurate picture of the substantial progress in safeguarding workers' rights that has been made to date. Clearly, the Guggenheim shares the goals expressed by you, the signatories of your petition, and Human Rights Watch to protect worker's rights in Abu Dhabi. We believe that the progress made thus far is more than ceremonial. In fact, it

signals fundamental changes in the emirates' decades-long labor practices. It is important to us that you understand this was achieved through persistent and sustained effort on our part working in tandem with TDIC. We recognize that there is still much to strive for but know from past experience that change such as this is incremental around the world. It is very troubling to us that your statement portrays the Guggenheim as a passive agent with little consciousness of the issues at hand. That is the exact opposite of the truth.

Now that you are in contact with TDIC and even made a visit to the workers' village, we hope that information from all sides will be more direct and timely. It will certainly be more productive if we can all work together to insure that our common goals are met. We will welcome your continued involvement now that construction of the museum is imminent.

At present we fear that Human Rights Watch's statement and your petition are jeopardizing a project that promises to have a very positive effect in the region by casting a negative light on the Guggenheim. We strongly believe that the Guggenheim Museum Abu Dhabi, with its future program of transnational contemporary art and thought, can serve as a beacon for important intellectual activity, cultural exchange, and, ultimately, critical shifts in social practice.

Having shared this with you, we plan to make this information public to a broader audience to further greater understanding of a complex and many-sided situation.

Please bear in mind, that we want to maintain a dialogue with you about this most crucial of issues.

Yours respectfully,

Richard Armstrong, Director, Solomon R. Guggenheim Museum and Foundation
Nancy Spector, Deputy Director and Chief Curator

Guggenheim Abu Dhabi, digital rendering, courtesy Gehry Partners, LLP

Web site © The Solomon R. Guggenheim Foundation (SRGF). All rights reserved.”

From: <http://www.guggenheim.org/new-york/press-room/news/3971?tmpl=component&print=1>

NYUAD Response to February 24 Human Rights Watch Letter – March 27, 2011



March 27, 2011

Sarah Leah Whitson
Executive Director
Middle East and North Africa
Human Rights Watch
350 Fifth Avenue, 34th Floor
New York, NY 10118

Dear Ms. ~~Whitson~~ *Sarah Leah*,

Though my email of February 8, 2011 responded to many of the items you raised in your February 24 letter, I did want to take the opportunity to provide several updates.

First, as you know, we and our partners have announced the appointment of a third-party monitor, the UK-based consultancy Mott MacDonald, and anticipate the firm's first public compliance report to be issued before the end of the year. That report will cover the measures operationalizing NYUAD's Statement of Labor Values, which includes items ranging from ensuring that employees retain all of their own personal documents, including passports, to ensuring employer-funded medical insurance, to covering or reimbursing any fees associated with the recruitment process, including those charged by recruitment agencies.

We also have made public our minimum accommodation requirements, which include the following:

- No more than four individuals in any bedroom.
- All rooms must be equipped with ventilation systems and central air conditioning units.
- All workers are provided with secure wardrobes and/or lockboxes for safeguarding valuables, including personal documents.
- Although accommodation specifications vary by job classification, construction operatives must have, at a minimum, 4.5 square meters of personal living area.

I also wanted to provide some additional information on how workers will be informed of their contractual rights, both before signing their contracts, and after beginning work.

To reiterate what I wrote you in February, all worker contracts are available in English and Arabic, and all workers have access to translators who can assist in Bengali, Hindi, Malayalam, Tamil and Urdu, prior to signing their contracts. Once they are on the project, workers will continue to have access to translators, during and after work hours, who can assist them in any of the above languages. Plans are being finalized for a hotline number and/or email address that would allow workers to both receive information and anonymously report concerns or complaints.

On the question of employment agency fees, as we discussed in January, workers hired to work on the NYUAD project who have remaining debt on a previously paid employment agency fee assessed for prior work in the UAE will be eligible to have those remaining costs reimbursed. And, of course, such fees are prohibited for those newly hired to work on the NYUAD project; were any workers to present evidence of such fees, he or she would be reimbursed.

And to summarize the other issues we have discussed:

Passports: When you spoke to workers back in November, not all had access to lockboxes in their rooms (as you indicated, all had boxes, but they were unable to lock them). This has since been rectified, and at this point, contractors should not be holding onto worker passports, even if they're asked to do so. To be frank, there may be some catch-up time needed here to return existing documents, and to ensure all contractors (and subs) are on the same page, but this should be standard operating procedure in the near future.

As an aside, our own auditors did identify one individual who requested his passport; he received it back within 24 hours. So, although moving forward this won't be standard, there does not seem to have been an issue with access during this interim period.

Underpayment of wages: Priyanka had mentioned that she spoke to some workers who had been promised higher wages, but that after two pay periods they had not seen those wages reflected.

As I speculated when we chatted, this does simply seem to be a lag issue, based upon how close to a payroll run an employee joined the NYUAD project. Of course, without knowing the specific situation of the worker she spoke to, this is simply our best guess as to what may have occurred. The contractor, AFC, is working to implement a new system that will reduce this lag time and, to be clear, in cases of delays, workers receive their new salaries retroactively.

Contract language: You had mentioned that the workers you spoke with said no translators were available to them when they signed their contracts. Simply put, this should not have been the case. Contracts should always be available in English and Arabic (as required by UAE law) and, in addition, there should be translators

available to assist prior to a contract being signed. We are working with contractors to ensure this is the case moving forward.

Condition of bathrooms in worker housing: The conditions you described appear to only exist in one operative village that is in use by NYUAD contracted workers ("Yas OV1" to be precise). In addition to ensuring they are being cleaned, there are also a number of repair projects on the floors underway (and as an aside, one attempt at improving the bathroom floors has been rejected as being subpar, and the floors are now being redone). These improvements/repairs include new tiling and other repairs to flooring, and fixing some leaks that were apparent to our own auditors during recent inspections. There were also some plumbing repairs that have already been completed.

Transportation off Yas Island: There are now shuttles running throughout the day between Yas and downtown Abu Dhabi during days off. And while we recognize that it is not a replacement for off-island excursions, I wanted to make sure you knew that worker villages have regular access to shops, mosques, currency-exchange and transfer facilities, and a host of recreational activities. We are also told that there will soon be a public bus stop added on Yas Island near the operative village, which will provide an additional option for off-island transportation.

From the inception of NYUAD, we have made clear our commitment to the well-being of those who construct our facilities and work on our campus and, as you know, it continues to be a top priority.

Sincerely,



Josh Taylor
Assistant Vice Chancellor, Public Affairs
NYU Abu Dhabi

AFM / Louvre Abu Dhabi Response to March 14 Human Rights Watch Letter – April 14, 2011



Sarah Leah Whitson
Directrice exécutive
Division Moyen-Orient et
Afrique du Nord
Human Rights Watch
350 Fifth Avenue
New York, NY 10118-3299
USA

Paris, le 14 avril 2011

Ref.: D/MR-LDC/LG/2011-206

Madame,

Nous avons lu avec attention votre lettre du 14 mars 2011 dont nous vous remercions. Le Louvre Abou Dhabi incarne un message humaniste et universel, dont le nom qu'il porte est un des symboles les plus forts. Les valeurs associées à ce message ont été soulignées dans l'accord intergouvernemental signé entre la France et les Emirats Arabes Unis le 6 mars 2007. Le respect des droits sociaux et du travail constitue donc un enjeu essentiel de la mise en œuvre et de la construction du Louvre Abou Dhabi, pour l'Agence France-Muséums et son partenaire Tourism Development and Investment Company (TDIC).

C'est au regard des engagements de cet accord intergouvernemental que l'Agence et son partenaire TDIC n'ont eu de cesse d'encourager et de faire appliquer les pratiques de responsabilité sociale dans le cadre du chantier du Louvre Abou Dhabi. D'un commun effort, nos organisations se sont appuyées sur les meilleurs usages du secteur public et privé ainsi que sur les grands principes directeurs et les normes de l'Organisation Internationale du Travail (OIT) tout en respectant les lois en application aux EAU. Pour être compatible avec les conventions internationales et faire respecter la loi émirienne, TDIC a défini sa Politique sur les Pratiques d'Emploi (PPE) qui précise un cadre de protection des droits des travailleurs employés par les entreprises et ses sous-traitants de TDIC. La PPE est désormais intégrée dans tous les marchés de travaux passés par TDIC avec les entreprises. Ces pratiques d'emploi ont d'ores et déjà sensiblement amélioré les conditions de travail des ouvriers.

.../...

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La partie française n'a pas la responsabilité de la construction du musée dont la maîtrise d'ouvrage appartient à TDIC. Les travaux de construction du musée commenceront après l'annonce prochaine de l'entreprise générale de construction par la partie émirienne. A quelques semaines du début du chantier véritable du Louvre Abu Dabi, nous sommes, comme vous, tout particulièrement attentifs aux questions que vous récapitulez dans votre courrier : frais de recrutement, nature des contrats et possibilité de les résilier, confiscation des passeports, paiement régulier des salaires et déductions de salaires pour la nourriture, logement, mesures de sécurité et de protection de la santé, soins médicaux et indemnités.

Dans ce contexte, l'Agence France-Muséums a pris note avec satisfaction de la décision publique de TDIC de désigner un auditeur indépendant reconnu internationalement pour évaluer et renforcer les garanties de mise en œuvre des normes sociales applicables. Cet audit, dont les travaux seront rendus publics, permettra de constater avec objectivité les conditions de travail des ouvriers.

A l'heure actuelle, l'Agence France-Muséums, avec le soutien des autorités françaises compétentes particulièrement attachées au respect des droits sociaux et du travail, peut vous assurer, en collaboration étroite avec TDIC, de son engagement constant et de ses efforts soutenus à faire respecter des standards sociaux élevés non seulement sur le site de construction mais aussi dans l'ensemble du projet du Louvre Abu Dabi dans cette nouvelle étape décisive.

Veuillez agréer, Madame, l'expression de nos sentiments distingués.


Laurence des Cars
Directrice scientifique


Manuel Rebâté
Secrétaire général

CC:

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THE ISLAND OF HAPPINESS REVISITED

A progress report on institutional commitments to address abuses
of migrant workers on Abu Dhabi's Saadiyat Island

The United Arab Emirates is converting Saadiyat Island into an international tourist destination, and will house a campus of New York University and museums, including branches of the Guggenheim and the Louvre. In 2009, Human Rights Watch documented the exploitation of South Asian migrant workers on the island and the lack of legal and institutional protections for workers, urging the developers and institutions to pledge to address the abuses. Three years later, this progress report notes that while these entities have made important efforts to address employer abuses, protection gaps remain.



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A construction worker after the end of his shift on Saadiyat Island. In spite some improvements in the working conditions of migrant workers on the island, abuses continue.