

REALISING DECENT WORK IN THE PLATFORM ECONOMY



*Addressing Intermediated Platform
Employment in Food Delivery and Data Work*



INTRODUCTION

The digital platform economy has grown rapidly across sectors, encompassing services from transportation and delivery to data annotation and content moderation. While much of the policy focus has been on direct platform work—such as ride-hailing or click-based gig tasks—less attention has been paid to workers hired through intermediary firms, including third-party logistics providers (3PLs) in food delivery and business process outsourcing (BPO) firms in data work. These indirect hiring structures obscure employment relationships, complicate regulation, and contribute to deteriorating working conditions for millions of workers worldwide.

This brief highlights the specific vulnerabilities faced by workers in two expanding segments of the platform economy: food delivery riders hired through 3PLs; and data workers such as content moderators and data labellers hired through BPO firms.

In the Gulf region, for example, delivery riders in Saudi Arabia and the United Arab Emirates (UAE) are rarely employed directly by global or regional platforms. Instead, they are hired by intermediary companies that function as labour suppliers. These 3PLs often recruit migrant workers under restrictive visa and sponsorship arrangements, charge illegal recruitment fees, and impose fines that severely erode earnings and autonomy.

Meanwhile, data workers in Colombia, Ghana, Kenya, and The Philippines report similar patterns of subcontracted hiring, informal contracts, and volatile working conditions. Drawing on original field research by Equidem across these geographies, this brief presents evidence of widespread risks across both sectors—forced labour, occupational health hazards, wage suppression, lack of social protection, and restrictions on freedom of association. It also documents the widespread use of non-disclosure agreements (NDAs) that silence workers and block accountability.

Why Intermediary Labour Firms Matter

Intermediated labour arrangements are central to how labour is structured in global platform supply chains. They are not regulatory grey areas or exceptions.

This is strategic: by sourcing employment to third-party firms, platforms retain control over labour conditions while avoiding legal and reputational responsibility.

This model is foundational to platform supply chains, yet workers hired through intermediaries are frequently excluded from protections under national and international labour standards, despite performing essential work. These workers experience high levels of precarity, but remain invisible in many policy conversations, a critical gap in current international deliberations.

The International Labour Conference (ILC), the peak decision-making body of the International Labour Organization (ILO), has a crucial role to play in addressing this structural exclusion. To realise decent work in the platform economy, regulatory frameworks must encompass

not only directly engaged platform workers but also those hired through intermediaries. This brief outlines key challenges in this employment model and provides targeted recommendations for regulatory reform.

METHODOLOGY

This brief draws on original primary research by Equidem, based on in-depth interviews with over 200 workers - 108 delivery riders (conducted between February 2023 and April 2025) and 116 data workers (between August and October 2024).

The delivery riders interviewed by Equidem migrated for employment to the UAE from Bangladesh, Cameroon, India, Kenya, Nepal, and Pakistan and to Saudi Arabia from Bangladesh, India, and Pakistan.

The data workers—including content moderators, data labellers, annotators, transcriptionists, and quality analysts—were based in Colombia, Ghana, Kenya, and The Philippines and were working for BPO firms subcontracted by major technology platforms, including Meta, OpenAI, and ByteDance. Workers interviewed in Colombia and Kenya included migrant workers from other countries.

All interviews were one-on-one, confidential, and conducted at length in person or by phone. Identities were anonymised to protect participants from retaliation.

Despite constraints, particularly the negative effects of NDAs imposed on some data workers, this qualitative methodology offers rare, first-hand insights into working conditions that are otherwise hidden from public view. While not statistically representative, the research presents consistent patterns across geographies and roles. These patterns point to the systemic, entrenched risks within platform-mediated digital supply chains.



- RESEARCH SCALE

200+

workers interviewed across two critical sectors

108

Delivery Riders
(2023-2025)

116

Data Workers
(2024)

SECTION 1:

HIRING THROUGH INTERMEDIARY FIRMS

Hiring through intermediaries is not a loophole in the digital platform economy—it is a feature.

These arrangements create a labour regime where informality and precarity are institutionalised, allowing lead firms to meet tight production targets while avoiding accountability for labour rights violations. Whether in food delivery or data services, intermediary firms absorb commercial risk and provide lead platforms with a buffer from legal, regulatory, and reputational consequences.

Despite sectoral and regional differences, the strategies used are the same: platform companies delegate legal employment responsibilities to intermediaries while retaining economic control over labour conditions. This structure allows platforms to scale quickly, reduce costs, avoid regulatory scrutiny, and distance themselves from employer obligations.

Across both sectors studied, workers faced shared vulnerabilities:

- Absence of contracts
- Unstable performance-linked earnings
- Unrealistic targets
- High stress
- Arbitrary dismissal
- Exclusion from social protections

This fragmented employment model is not incidental—it is central to platform governance. Regulatory frameworks need to reflect this reality by recognising functional control and enforcing joint responsibility across digital labour supply chains.

Hiring Food Delivery Riders Through 3PLs

In Saudi Arabia and the UAE, 3PLs are responsible for recruiting, hiring, and providing bikes to workers, but are tightly constrained by the service-level agreements imposed by the platforms themselves. Platforms maintain tight control over performance expectations and delivery metrics via digital tools but disclaim employer responsibility by pointing to the formal employment relationship with the 3PL.

Equidem’s research found that riders hired through 3PLs are predominantly migrant workers recruited from countries including Bangladesh, Cameroon, India,

Kenya, Nepal, and Pakistan. Workers often pay illegal or inflated recruitment fees to intermediaries or local agents, placing them in debt even before entering employment. Contracts, if they exist at all, are typically in languages unfamiliar to the worker. In many instances, riders were made to sign completely different contracts upon arrival than those they had been shown in their home countries.

Riders described working 12–18 hours a day, seven days a week, with no paid leave or overtime. Platform-controlled apps monitor every move, enforcing tight delivery quotas and penalising workers when they are unable to meet them — and because they are technically employed by 3PLs, riders lack access to platform grievance mechanisms and are denied basic labour protections.

Hiring Data Workers Through BPO Firms

Digital platform companies increasingly rely on third-party intermediaries—such as Business Process Outsourcing (BPO) firms—to supply labour for data-centric work, including content moderation and data labelling. This model is especially prevalent in Colombia, Kenya, and The Philippines, which have emerged as major hubs for outsourced digital labour.

The workers are typically not hired by the platform companies that set the terms of work, but by BPOs that subcontract to platforms like Meta, OpenAI, and ByteDance. These BPOs are subjected to volatile and asymmetrical purchasing relationships with lead firms, which regularly renegotiate or terminate contracts at will. As a result, BPOs absorb market risk and pass that instability on to workers by hiring them informally—often on short-term contracts, freelance arrangements, or through third-party labour contractors.

Lead firms demand quick turnarounds and low-cost outputs, forcing intermediaries to seek labour arrangements that are flexible and disposable.

As a result, informal hiring structures are widespread: workers are hired without contracts, paid per task, and offered no job security or benefits. In many cases, contracts are project-based or subject to constant renewal, leaving workers vulnerable to arbitrary dismissal. Ultimately, the workforce is formally disconnected from the platforms driving demand, but entirely dependent on their ever-increasing targets.

SECTION 2: FORCED LABOUR

The ILO defines forced labour as “all work or service which is exacted from any person under the menace of any penalty and for which the person has not offered themselves voluntarily” (ILO Convention No. 29). Key risk indicators include deceptive recruitment, involuntary entry into employment, coercion to remain in a job, and the threat of penalties such as dismissal, wage withholding, or disciplinary action.

Intermediated platform employment creates and exacerbates these risks. Despite differences in sector, geography, and task, both food delivery riders and data workers face strikingly similar risks as a result of intermediated employment structures. In both cases, platform companies outsource labour to intermediaries while retaining economic control and performance oversight. This arrangement allows platforms to evade legal employer responsibilities while imposing coercive and precarious working conditions.

Whether through the debt-induced immobility of Gulf-based riders or the bonus-dependent income of content moderators in Africa and Asia, workers are effectively trapped in employment arrangements they cannot freely leave. These are not sector-specific anomalies, but systemic outcomes of a labour model predicated on disposability, opacity, and control without responsibility.

Forced Labour Risks to Delivery Riders Hired by 3PLs

In Gulf countries, riders hired through 3PLs face structural conditions that closely align with the ILO’s indicators of forced labour. These include deceptive recruitment, debt bondage, coercion, and the threat of penalties for non-compliance.

The riders are almost always migrant workers recruited under the kafala (sponsorship) system, which binds their legal residency to their employer. Many pay illegal and exorbitant recruitment fees to private agents, placing the workers in debt before employment begins.

When they start, riders find that the job conditions differ significantly from what was promised. Many are required to work 12–18 hours a day, seven days a week, without rest days or paid leave. The threat of visa cancellation, deportation, or blacklisting makes it nearly impossible to resign or

change employers without incurring severe consequences. Riders who fail to meet strict delivery quotas are often penalised through wage deductions, fines, or suspension. Some are even told not to return to accommodation unless they met targets. In addition to the significant licensing fees, riders also reported paying for daily bike rental, fuel, uniforms, and phone data out of pocket—further reducing their already meagre wages.

Although riders are formally employed by 3PL firms, platforms retain functional control through algorithmic scheduling, performance tracking, and customer rating systems. Platforms set delivery timelines and pricing structures but deflect accountability for labour rights violations by claiming non-employer status. This diffusion of responsibility not only fragments accountability—it creates a coercive environment where riders have no recourse to dispute conditions or advocate for improvements.

Forced Labour Risks to Data Workers Hired by BPOs

In the case of digital labour outsourced to BPO firms, the hiring structure drives the conditions that meet the ILO criteria for forced labour, including economic coercion, opaque performance systems, and fear of dismissal.

BPO firms often hire workers using informal arrangements, such as short-term contracts, through third-party vendors, or as trainees. Sometimes there aren’t even written contracts or clear terms of employment. Such workers are in legal limbo with no benefits or job security, and little access to recourse.

Compensation is typically tied to bonuses, with up to 70% of pay linked to performance. Targets are often tied to opaque algorithms or subject to sudden changes. Failure to meet these benchmarks can result in termination via email or demotion to lower-paid roles.

One worker in Nairobi reported being removed from a training position for raising concerns about task assignment and payment policies. Others described being compelled to work overtime, including overnight and during weekends, to keep up with client demands—especially during global news events or political crises that generate spikes in moderation or annotation work.

Crucially, these data workers lack effective channels to complain or seek redressal. Their employment is often mediated not only by local firms but also by layers of subcontracting, and so accountability is diffused across entities. As a result, workers are unable to refuse work, question conditions, or take medical leave without facing financial or professional penalties.

The structural separation between platform companies and the workers performing data-intensive tasks enables

these risks to flourish. It allows lead firms to benefit from labour while disavowing employer responsibility. This hiring model—designed for flexibility and deniability—transfers precarity and coercion onto a workforce that is formally employed by BPOs but economically dependent on platform-driven targets and directives. In such conditions, forced labour risks are not incidental but embedded in the very design of platform-BPO labour outsourcing.

- WORKING HOURS

Delivery Riders

12-18 hours daily, 7 days weekly

Data Workers

Extended shifts including overnight & weekends

Standard: 8 hours daily, 5 days weekly



SECTION 3:

OCCUPATIONAL SAFETY AND HEALTH RISKS

Across both food delivery and data annotation, workers hired through intermediaries face severe occupational safety and health (OSH) risks that are structural rather than incidental. Whether on the roads of Gulf countries or in BPO offices across the Global South, the intermediary model allows platforms to shift responsibility for dangerous or damaging work environments while continuing to extract value through algorithmic management and cost-cutting. The specific risks differ—traffic accidents and heat stress for riders; trauma and burnout for data workers—but the root is the same: an employment structure that separates economic control from legal accountability.

Occupational Safety and Health Risks to Delivery Riders Hired by 3PLs

Riders employed through 3PLs in Saudi Arabia and the UAE face severe OSH risks, exacerbated by extreme weather conditions, unsafe road environments, and lack of access to medical care.

Equidem’s research documents note a high incidence of road traffic accidents. Riders are required to navigate congested, fast-moving roads—often without sufficient safety training or proper protective gear. Workers reported that accidents are routine and often fatal, particularly among newcomers unfamiliar with local traffic rules.

A Pakistani rider recounted the death of a colleague on his first day due to a collision in heavy traffic, attributing it to a lack of training. These risks are heightened for riders who race to meet targets that they cannot refuse, even in extreme weather, including sand and rainstorms that impact visibility and flood roads.

Heat stress is another critical hazard. In the Gulf, summer temperatures can reach 55°C (131°F), and delivery riders—who work outdoors on motorcycles for extended hours—are at extreme risk of dehydration, heat exhaustion, and heatstroke. Workers described serious health impacts, including dizziness, collapse, and chronic conditions such as joint pain and spinal damage from prolonged exposure and continuous riding.

Despite these dangers, riders reported limited or no access to paid sick leave or employer-provided health insurance. Some noted that insurance fees were deducted from their wages without actually receiving coverage or identification cards needed to access medical services. Other riders described extremely basic accident coverage but no access to basic health services.

These conditions are aggravated by the precarious nature of subcontracted employment, where 3PLs fail to uphold adequate occupational safety standards. As intermediaries, these firms absorb liability on paper but do little to ensure safe and humane working conditions in practice. The systemic exposure of riders to extreme weather and traffic risks—combined with lack of access to preventive care, training, or compensation—constitutes a profound failure of workplace safety and health obligations under ILO Convention No. 155 on Occupational Safety and Health.

Moreover, these failures underscore the urgent need to extend occupational protections explicitly to workers hired through subcontractors in the platform economy.

Occupational Safety and Health Risks to Data Workers Hired by BPO Firms

Content moderators and data labellers working for BPO firms in The Philippines, Kenya, and Colombia face severe OSH risks that rise to the level of systemic workplace violence. According to the ILO Occupational Safety and Health Convention, 1981 (No. 155), employers must ensure “a safe and healthy working environment” and prevent “physical, psychological, and moral harm” in the workplace. However, data workers report daily exposure to graphic, violent, and sexually explicit content without adequate protections—leading to long-term psychological and physical damage. The harms include insomnia, depression, suicidal ideation, detachment, post-traumatic stress disorder (PTSD), and substance dependence.

The structure of BPO hiring plays a central role in enabling these harms. Workers are hired into opaque subcontracting chains where lead firms outsource their moderation and data annotation functions to intermediaries. These intermediaries often enforce extreme productivity targets under constant surveillance, requiring workers to review up to 1,000 items of content per shift, with mere seconds to process each case. Failure to meet targets can result in verbal abuse, pay cuts, or job loss. BPO firms also deny or penalise the use of wellness breaks and sick leave, despite the mounting toll on workers’ health. Workers in Colombia, for instance, described dramatic weight loss, hallucinations, and psychosomatic symptoms attributed to prolonged exposure to harmful content and the toxic workplace culture.

By structuring risk downward through intermediary employment, lead firms distance themselves from responsibility while preserving the exploitative efficiency of the system. In this context, harm is institutionalised; trauma is not just a side effect, but a condition of work.

SECTION 4: ECONOMIC HARMES

Delivery riders and data workers employed through intermediaries face remarkably similar patterns of economic harm. Subcontracted hiring models allow lead platforms to suppress wages, impose hidden costs, and avoid legal accountability in vastly different environments. Workers shoulder the burden of operational expenses, debt from recruitment or training, unstable pay structures, and arbitrary deductions—all while lacking the protections afforded to directly employed staff. These conditions are not anomalies, but structural features of a platform economy designed to minimise labour costs while maximising flexibility and deniability. To address these harms, labour regulations must recognise and intervene in the economic exploitation embedded in intermediary employment models.

Economic Harms to Delivery Riders Hired by 3PLs

Delivery riders in Saudi Arabia and the UAE employed through third-party logistics (3PL) firms experience a range of systemic economic harms, stemming from subcontracted hiring arrangements and exploitative pay structures.

Key violations and harms include:

1. Depressed Pay and Commission-Based Income: Riders are typically paid per delivery, with rates as low as AED 6 (\approx USD 1.63) per order. As platform competition intensifies and orders decline, riders report monthly incomes dropping from AED 4,000 (\approx USD 1,090) to AED 2,000 (\approx USD 545)—well below the cost of living.

2. Uncompensated Operating Costs: Workers bear the full cost of fuel, mobile data, and maintenance. Despite rising fuel prices, commission rates have remained static, forcing riders to absorb cost fluctuations out of their own pockets.

3. Debt from Recruitment Fees: Workers report paying USD 750 to USD 2,000 in illegal or excessive recruitment and visa fees. These are often repaid through wage deductions over several months, such as AED 500 (\approx USD 136) per month to clear debts as high as AED 9,000 (\approx USD 2,450).

4. Unreasonable Targets, Wage Deductions, and Financial Penalties: Riders are given unreasonable targets that if not met can result in lower commission rates or wage deductions. Riders also report arbitrary deductions from their earnings for alleged errors, late deliver-

ies, or underperformance, without clear justification or due process.

5. Lack of Transparency and Contractual Clarity: Many riders sign contracts in languages they do not understand or are unaware of terms that result in salary deductions. In one case, a worker unknowingly signed a loan repayment agreement deducting AED 500 (\approx USD 136) monthly.

Platforms set performance expectations and pricing, while 3PLs execute the employment relationship—leaving riders caught between digital control and legal precarity.



Economic Harms to Data Workers Hired by BPO firms

The economic harms experienced by data workers hired through intermediary firms undermine key ILO labour standards related to wages, hours, social security, and fair treatment. Although many of these workers perform core functions for global platform companies, they are excluded from protections guaranteed under ILO Conventions such as C095 (Protection of Wages), C100 (Equal Remuneration), and C102 (Social Security). The hiring model used by platforms and their BPO intermediaries facilitates systemic violations of these standards through informal, un-

stable, and coercively structured work arrangements.

Key violations and harms include:

1. Unpaid Overtime and Bonus Manipulation: In violation of ILO Convention No. 1, which establishes limits on working hours and the principle of paid overtime, data workers are routinely compelled to work beyond scheduled hours without compensation. Many report that performance bonuses—often constituting 50–80% of their total income—are withheld under opaque or shifting criteria. This effectively masks wage theft behind discretionary incentive systems.

2. Task-Based and Unstable Wages: The use of task-based pay in lieu of minimum wages contravenes principles established in C095, which prohibits deductions and manipulations that reduce workers' income below agreed levels. Workers in Colombia and Kenya described constant financial volatility and the absence of predictable monthly earnings.

3. Arbitrary Deductions and Financial Penalties: Many workers face informal deductions for issues like missed shifts, unmet performance metrics, or non-compliance with attendance norms. These practices violate both C095 and the ILO Declaration on Fundamental Principles and Rights at Work, which affirms fair remuneration as a core right.

4. Lack of Social Protection and Benefits: Most workers employed by BPO firms lack access to health insurance, paid leave, unemployment protection, or maternity

benefits—core provisions under ILO Convention No. 102 on Social Security. Even when workers are classified as full-time, many are denied entitlements under the guise of short-term or trial employment.

5. Mandatory Unpaid Training: Several workers reported completing unpaid training periods that can last days or weeks. This violates the principle of fair remuneration and represents a cost-shifting mechanism from employer to worker, with no guarantee of hire upon completion.

6. Sudden Termination Without Compensation: In cases where BPO contracts are terminated or operations shift locations—as occurred when Meta's content moderation contracts moved from Kenya to Ghana—workers are laid off without severance or notice. This not only undermines income security but erodes legal protections associated with termination and redundancy rights.

These economic harms are integral to a business model where risk is shifted down the supply chain from platform companies to BPO firms, and finally onto workers. By avoiding direct employment, lead firms exploit the gaps between formal labour standards and actual working conditions, leaving BPO workers unprotected by national and international frameworks.

The ILO must ensure that intermediary-hired workers in the platform economy are explicitly covered under core conventions, especially where their labour is essential to the profitability and functioning of global digital infrastructure.

SECTION 5:

FREEDOM OF ASSOCIATION

The ILO defines freedom of association as the right of workers and employers to form and join organisations of their own choosing without prior authorisation, a principle enshrined in ILO Conventions No. 87 and No. 98. These rights are foundational for enabling workers to protect their interests, advocate for decent work conditions, and hold employers accountable.

Across both delivery and data work, the outsourcing of employment to intermediaries systematically fragments accountability and suppresses collective organising. Whether constrained by restrictive national legislation—as in Saudi Arabia and the UAE—or by informal contracts, retaliatory dismissals, and NDAs—as seen in Kenya, Colombia, and The Philippines—workers hired through third-party firms are effectively denied access to freedom of association.

These barriers are not just regulatory gaps, but structural features of a platform economy that relies on worker isolation to maintain control and reduce costs. Without extending ILO protections to intermediated employment arrangements, platform supply chains will continue to exclude millions of workers from their core labour rights.

Barriers to Freedom of Association for Delivery Riders Hired by 3PLs

Delivery riders in Saudi Arabia and the UAE, employed through 3PLs for food delivery platforms, face structural and legal obstacles to exercising their right to freedom of association.

Although Article 33 of the UAE Constitution nominally guarantees freedom of association, in practice, unions are banned, and public assembly requires government permission.

Similarly, in Saudi Arabia, trade unions are not legally permitted and migrant workers have limited recourse to formal organising channels. Migrant workers, who constitute the majority of the delivery workforce in both countries, are legally prohibited from forming or joining trade unions, organising strikes, or collectively bargaining for improved working conditions.

This prohibition has profound implications. Workers re-

ported fear of retaliation—including dismissal, visa cancellation, and blacklisting—for raising concerns or attempting to organise. For example, a Pakistani rider described having his salary docked and facing threats after filing a complaint about unsafe bikes directly with the food delivery



platform. Others said they were instructed not to report issues to the platform companies and were told to route complaints solely through their subcontractor employers, who often failed to take action.

The Gulf's kafala-based labour migration system compounds this vulnerability by tying workers' legal status to their employer, thereby intensifying dependency and disincentivising dissent. Without legal protection or institutional support, riders remain isolated, unable to collectively voice grievances or negotiate better terms of employment. These systemic barriers violate ILO Convention No. 87 on Freedom of Association and Protection of the Right to Organise and underscore the need for international labour standards to explicitly cover subcontracted platform workers.

Barriers to Freedom of Association for Data Workers Hired by BPO firms

Data workers employed through BPO firms are routinely denied the right to freedom of association in practice.

Workers interviewed across Kenya, Colombia, and The Philippines report a pervasive climate of fear surrounding union organising. Individuals who attempted to form or join unions frequently faced threats, summary dismissals, and even blacklisting across the industry.

One Kenyan data labeller explained, “I have seen others who tried to voice work-related concerns get fired. So, I have resorted to being silent”. A union organiser in The Philippines echoed this sentiment, noting that outspoken workers were labelled as troublemakers and rou-

tinely pushed out through demotion or forced resignation.

The intermediary structure of hiring through BPOs creates further obstacles. Because these firms operate at arm’s length from lead tech platforms, these firms often disclaim responsibility for labour violations, while BPOs rotate short-term contracts and maintain informal employment structures to deter organising.

In one prominent case, 43 Kenyan workers filed a lawsuit against Meta after being terminated for union activity while working for its subcontractor Sama. These workers were then allegedly blacklisted from employment at Majorel, another BPO contracted by Meta. Migrant workers faced even greater risks; some were reportedly deported after attempting to unionise, illustrating how migration status is leveraged to further suppress organising efforts.

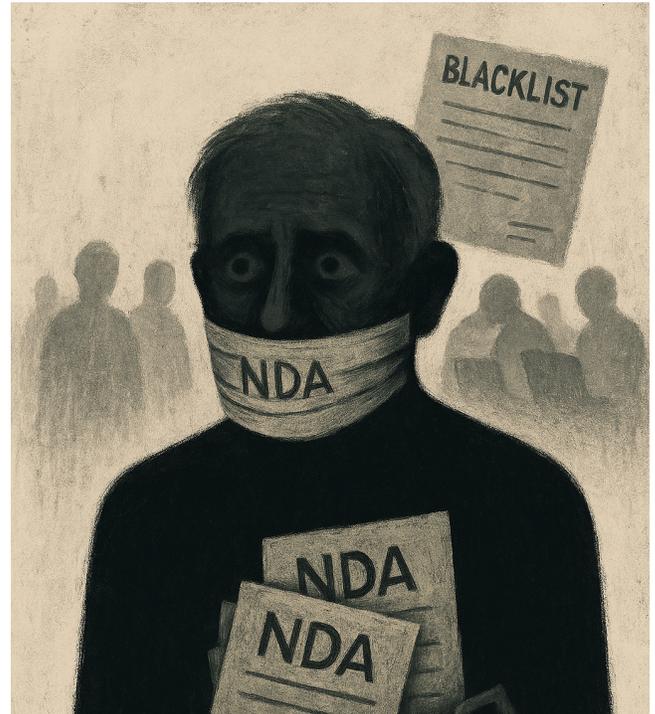
SECTION 6: TRANSPARENCY AND ACCOUNTABILITY

NDA's and Barriers to Accountability for Data Workers Hired by BPO Firms

In data annotation and content moderation, non-disclosure agreements (NDAs) have emerged as instruments of enforced silence and allow lead firms to evade accountability. While commonly justified as mechanisms for protecting proprietary information, NDAs, in practice, function to suppress disclosure of workplace harms—especially among data workers hired by BPO firms.

Equidem's research reveals that NDAs are standard contractual requirements imposed at the point of hiring by BPO intermediaries. These agreements extend far beyond confidentiality; they prevent workers from speaking about exposure to graphic content, unsafe or exploitative working conditions, or employer misconduct.

NDAs structurally suppress accountability. Workers reported avoiding interviews or prematurely ending them out of fear of being identified and penalised. Some described being blacklisted or fired for raising concerns, and others cited calculated “cost-benefit” decisions when contemplating whether to report abuse. As one worker explained, “we



were threatened to be fired if we became vocal on matters affecting us”.

The fear of breaching NDAs is so pervasive that workers have reported withholding details even from family members and mental health professionals. This enforced isolation exacerbates psychological trauma and obstructs access to appropriate care, increasing risks of depression, PTSD, and burnout.

The use of NDAs in this context violates principles of decent work and ILO standards on freedom of expression and occupational safety. Workers must be empowered to speak out against abuses without fear of retaliation. To that end, the ILO and member states should prohibit the use of NDAs as a tool to silence disclosures related to labour conditions or trauma and establish enforceable protections for whistleblowers and organising workers across platform supply chains.



RECOMMENDATIONS FOR THE ILC: ENSURING DECENT WORK IN INTERMEDIATED PLATFORM EMPLOYMENT

Intermediated labour arrangements are no longer peripheral—they are core to how work is organised in the global platform economy. As this brief has shown, workers hired through 3PLs and BPOs face systemic risks to their wages, safety, autonomy, and dignity. These harms are not incidental but structurally embedded in a model that fragments responsibility and weakens labour protections.

The International Labour Conference has a critical opportunity to close these governance gaps by ensuring that all workers—regardless of contractual form—are covered by international labour standards. The above recommendations provide a roadmap for extending decent work to the hidden workforce behind the platform economy.

1. Expand the Definition of Platform Work to Include Intermediated Employment

- Ensure the ILO's normative framework explicitly includes workers hired through 3PLs, manpower agencies, and BPO firms.
- Recognise that platforms exercise functional control over labour conditions even when legal employment is outsourced.

2. Clarify and Extend Employment Protections to Intermediated Workers

- Recommend that national governments and social partners adopt joint or shared employer responsibility between platforms and intermediaries.
- Apply ILO Conventions No. 95 (Protection of Wages), No. 102 (Social Security), No. 87 (Freedom of Association), and No. 98 (Collective Bargaining) to all workers performing platform-mediated labour.

3. Address Forced Labour Risks in Platform Supply Chains

- Apply ILO Conventions No. 29 and No. 105 on forced labour to all forms of intermediated work.
- Establish enforceable standards to prohibit wage manipulation, coercive overtime, performance-based dismissal, and recruitment-related debt bondage.

4. Strengthen Occupational Safety and Health Protections

- Apply ILO Convention No. 155 on Occupational Safety and Health and No. 190 on Violence and Harassment to all intermediated platform workers.
- Mandate that both platforms and intermediaries ensure safe working conditions, including protection from environmental exposure (e.g. heat stress for riders) and psychosocial hazards (e.g., trauma from content moderation).
- Require platforms to finance and enforce OSH compliance in subcontracted supply chains, including provision of personal protective equipment, medical care, and wellness support.
- Establish penalties for firms that outsource work to intermediaries with poor OSH records.

5. Protect Freedom of Association and the Right to Organise

- Urge member states to prohibit retaliation against organising efforts by any worker, regardless of contract type or migration status.
- Ensure access to trade union representation, grievance procedures, and collective bargaining rights for workers hired via 3PLs and BPO firms.

6. Ban the Use of NDAs to Silence Workplace Harms

- Prohibit the use of NDAs to block workers from reporting abuse or participating in public proceedings.
- Introduce whistleblower protections specifically for workers in subcontracted digital supply chains.

7. Ensure Transparency and Accountability in Algorithmic Management

- Regulate algorithmic systems that control work allocation, performance ratings, and pay in subcontracted settings.
- Mandate transparency, auditability, and a right to explanation for decisions made by automated management tools.

8. Enforce Human Rights and Labour Due Diligence across Supply Chains

- Require platform companies to conduct human rights and labour rights due diligence across all tiers of their labour supply chains.
- Integrate these obligations into global supply chain governance standards, including tripartite agreements and multinational enterprise frameworks.



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