OUTSOURCING AND SUPPLY CHAINS
CONCLUSIONS

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Abstract

The Comparative Labor Law Dossier (CLLD) in this issue 3/2016 of IUSLabor is dedicated to outsourcing and supply chains. We have had the collaboration of internationally renowned academics and professionals from Belgium, France, Germany, Greece, Italy, Portugal, Spain, United Kingdom, Argentina, Brazil, Chile, Colombia, Costa Rica, Mexico, Peru, Dominican Republic, Uruguay and Canada.

Without detriment to recommend our readers to read the complete articles of the comparative dossier, we have drawn the top 10 conclusions and elaborated a summary table with the most relevant issues regarding outsourcing and supply chains in the different legal systems analyzed in this issue of IUSLabor.

El Comparative Labor Law Dossier (CLLD) de este número 3/2016 de IUSLabor está dedicado a la externalización y cadenas de producción. Hemos obtenido la participación de académicos y profesionales de prestigio de Alemania, Bélgica, España, Francia, Grecia, Italia, Portugal, Reino Unido, Argentina, Brasil, Chile, Colombia, Costa Rica, México, Perú, República Dominicana, Uruguay y Canadá.

Sin perjuicio de recomendar a nuestros lectores la lectura del capítulo correspondiente a cada uno de los países citados, en las páginas que se suceden hemos incluido las 10 conclusiones principales que hemos alcanzado, así como un cuadro-resumen con aquellas cuestiones más relevantes en materia externalización y cadenas de producción en los ordenamientos jurídicos analizados en este número de IUSLabor.

Título: Externalización y cadenas de producción. Conclusiones

Keywords: outsourcing, supply chains, user company, subcontractor, temporary employment agency.
Palabras clave: subcontratación, cadenas de producción, empresa principal, empresa contratista, Empresa de Trabajo Temporal.

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Summary

1. «Top ten» conclusions

The Comparative Labor Law Dossier (CLLD) in this issue 3/2016 of IUSLabor is dedicated to outsourcing and supply chains and it includes articles, elaborated by internationally renowned academics and professionals, regarding this important matter.

In the current context where productive decentralization is a common practice in many countries and economic sectors, we considered it necessary to analyze, from a **comparative perspective**, the regulation of outsourcing and supply chains and its labor consequences to protect workers' rights and interests. In this dossier we analyzed the most relevant 10 issues in the legal systems of **Belgium, France, Germany, Greece, Italy, Portugal, Spain, United Kingdom, Argentina, Brazil, Chile, Colombia, Costa Rica, Mexico, Peru, Dominican Republic, Uruguay and Canada**.

The international advisors that have participated in this comparative dossier have answered to the following questions:

1. Is outsourcing a legal form of production organization?
2. Are there limits and/or prohibitions to outsourcing?
3. Does the company that partly or totally outsources its production have any labor or Social Security responsibility towards the subcontractor's workers? What responsibilities?
4. And regarding pension plans and pension funds?
5. Is the subcontractor legally obliged to recognize its workers the same labor conditions applicable to the workers of the user company?
6. In which cases is outsourcing considered fraudulent or is there an illegal transfer of workers? What are the consequences?
7. Is the hiring of workers through Temporary Employment Agencies allowed in your country? If so, in which cases?
8. Are there specific cases or economic activities in which hiring workers through Temporary Employment Agencies is limited and/or prohibited?
9. What labor and Social Security liabilities do Temporary Employment Agencies have with respect to the workers hired and transfer to user firms? And the user firm?
10. How are the labor conditions applicable to workers hired by Temporary Employment Agencies and transferred to user companies determined?

Following, and in the same order of the above questions, are the **10 most important conclusions** regarding outsourcing and supply chains, drawn from the articles written by our international consultants.

1. In **all of the countries analyzed**, European and American countries, **outsourcing is a legal form of production organization.** Firms have the capacity –often with limits or restrictions as will be analyzed in the following question– to totally or partially externalize their production to another company.

Among the analyzed **European countries** it is interesting to outline that freedom of outsourcing is based on freedom of enterprise, which is recognized in the different constitutions. Among the analyzed **Latin-American countries**, the **Brazilian case** is fairly relevant, as outsourcing or productive decentralization is admitted, not by law but developed through case law.

2. However and in spite of its lawfulness, there are in some countries **restrictions or prohibitions to productive decentralization**. However, **there is not a uniform trend** on this matter.

Among the countries of the **European Union** studied in this comparative dossier, **Germany**, **Portugal** and the **United Kingdom** do not establish any limits on outsourcing. Nonetheless there is an upward trend to set either restrictions or even prohibitions of outsourcing in specific sectors, such as construction or financial sector. **Belgium** imposes restrictions on the Petroleum industry, **France** and **Spain** have a specific legislation regarding outsourcing in the construction sector, in **Italy** outsourcing is banned in dangerous activities and limited in banking –not allowing to outsource the entire production– and **Greece** also outlaws outsourcing in the financial sector, except when it is expressly authorized by public authorities.

In the analyzed **Latin American countries** there is not a uniform pattern regarding limits or prohibitions of outsourcing. However, in countries of C**entral America** prevails the absence of legal limits in this form of production organization. This pattern is also found in the **Argentinean case**, but it is the only country in the area where collective bargaining performs an essential role in this matter. By this mechanism, workers and employers agree on the restrictions applicable within the national scope and for certain economic sectors. There are no limits to outsourcing in **Canada** (Ontario), except those related to transfer of undertakings or illegal transfer of workers.

3. Practically in all of the countries analyzed, firms that totally or partially outsource their production **are liable regarding workers hired by subcontractors**. However **there is not a uniform pattern regarding the scope of such liability**.

In the **European countries** analyzed there are **four systems of labor liability** regarding outsourcing. First, **Germany** and the **United Kingdom** do not regulate any kind of

liability of the user company regarding the subcontractor's labor debts, except in cases of transfer of undertakings. Second, countries such as **Greece** and **Portugal** establish joint liability for the user company and the subcontractor concerning specific events, such as occupational health and safety –or, under Portuguese law, when companies have a corporate relation or when the independent contractor receives 80% of its earnings from the user company. Third, the **Spain system** establishes a joint liability regime for user companies regarding salary and Social Security debts, but only when the company has contracted out its core business. Finally, the last system imposes joint liability for labor and Social Security debts to the user company regardless of the characteristics of the outsourcing. That is the case of **Belgium, France** –where liability is limited to salary debts, vacations and Social Security when work is not performed in the user company's premises– and **Italy** –in spite of existing a mechanism to avoid such liability.

On the other hand, in all the analyzed **Latin American countrie**s firms drawing on outsourcing hold responsibility for debts acquired by the subcontractor toward its workers. The consequence often imposed is joint liability, by which the user company and the subcontractor are liable for the debts of the subcontractor's workers. However, the conditions to apply this provision vary under the different legal regimes. Some interesting elements or characteristics are found in **Peru**, where continuous movement of workers from the subcontractor to the user company's premises is required, or **Chile** and **Uruguay** where "*the right to be informed*" and "*secondary liability"* are developed. The first is a legal faculty that allows the user company to ask the subcontractor for information regarding the fulfillment of workers-related rights. The second term refers to a specific form of liability that exonerates the user company of any kind of liability when it has exercised its right to be informed.

Finally, the **Canadian model** establishes the user company's liability for Social Security debts, health and safety matters and when the work is performed by the subcontractor's workers in the user company's premises.

4. Despite the previous question, **practically none of the studied legal systems** extends the user company's liability in the context of outsourcing to **plans and pension funds**. The only exceptions are the **Italian legal system**, whose regulation does not limit the scope of the user company's joint liability, extending, as a result, to all obligations adopted by the subcontractor; and the **Mexican legal system**, where the user company has secondary liability regarding plans and pension funds, having to assume such obligation when the subcontractor does not fulfill it.

5. Most of the analyzed countries do not regulate an equal treatment principle between the workers of the user company and the subcontractor. That is, there is not a legal obligation for subcontractors to recognize their workers those labor conditions established in favor of the workers of the user company. As a result, it most countries outsourcing is seen as a form of production organization suited to reduce labor costs.

Despite the above-mentioned, in the **European Union**, as a result of Directive 2001/23/CE, the equal treatment principle is found in cases of outsourcing resulting from a **transfer of undertakings**.

There is an interesting exception to this general trend in the **Dominican Republic legal system**, where, as a result of joint liability, there is an obligation for subcontractors to provide their workers the same conditions applicable to the user company's employees.

6. In **all the studied countries, the legality of outsourcing is conditioned to certain requirements** that must be fulfilled by the user company and the subcontractor. In essence, in addition to formal requirements, what is necessary is the existence of a real enterprise (subcontractor) that performs the activity with its own organizational criteria.

In that sense, in most of the **European countries** analyzed there is a cases of fraudulent outsourcing when: (i) the object of the contract is limited to the posting of workers by the subcontractor to the user company; (ii) the subcontractor is not a real enterprise, not having the necessary infrastructure or means of production; (iii) the user company acts as a true employer, exercising the faculties of direction, organization and control of workers. The **Portuguese** case, however, hast to be outlined, as it allows to post indefinite workers among partner companies by written agreement for a defined period, and with the worker's consent. **The consequences of fraudulent outsourcing are also similar among European countries**. In essence, joint liability of the user company and the subcontractors regarding labor and Social Security debts, the recognition of an employment relationship of the worker with the user company and, in some legal systems, administrative or criminal liability.

Among **Latin American countries** fraud is determined by different factors such as the absence of a real cause in the commercial agreement (**Argentina** and **Peru**), restriction of workers' rights (**Chile, Colombia and Mexico**), lack of autonomy and independence of the subcontractor (**Peru** and **Uruguay**) or when the companies belong to the same holding (**Dominican Republic** and **Uruguay**). In relation with the consequences, an employment relationship between the worker and the user company is recognized in **Brazil**, **Colombia**, **Chile**, **Peru**, the **Dominican Republic** and **Uruguay**, economic

sanctions are imposed in **Argentina**, **Colombia**, **Chile** and **Peru** and joint liability is recognized in **Costa Rica**.

In **Canada** (Ontario), fraudulent use of outsourcing is linked to the idea of "related employers" of the user company and the subcontractor, as a result of the identity of direction, financial control, ownership, name or trademark, market or customers, premises or workers. In these cases, the case law applies the corporate veil doctrine, declaring the existence of one employer and consequently declaring joint liability of the user company and the subcontractor regarding labor debts.

7. Most of the countries analyzed in this comparative study allow **hiring of workers through Temporary Employment Agencies**. The legal systems of **Costa Rica** and the **Dominican Republic** must be, however, highlighted, as this phenomenon is not regulated**.**

In the **majority of analyzed legal systems**, the hiring of workers through Temporary Employment Agencies has a **temporary nature**. In essence, the allowed cases are limited to temporary circumstances, such as temporary replacement of workers, production increases, to perform a particular tasks or services, etc. However, some legal systems also allow hiring agency workers also for permanent tasks in the company, but with a maximum duration –6 months in **Belgium**, 18 months in an ongoing legal reform in **Germany** or 36 months in **Greece**– or to encourage unemployed workers in **France.**

The exceptions to the general rule are found in **Italy**, **United Kingdom** and **Canada** (Ontario), where hiring of workers through Temporary Employment Agencies may be carried out either temporarily or permanent. Nonetheless, in the Italian case it is interesting to outline that there is a quantitative limit of 20% of the user company's workforce, except in case of hiring of unemployed workers affected by a redundancy or those under risk of social exclusion.

8. In most of the countries under comparison there are limits or restrictions in hiring workers through Temporary Work Agencies. **Canada** (Ontario), **Brazil**, **Costa Rica** and the **Dominican Republic** are excluded from this general pattern.

Among the predominant restrictions, there is a fairly relevant one that prohibits hiring agency workers to substitute workers on strike in the user company. This restriction is embedded in all the **European countries** analyzed, as well as in **Argentina**, **Colombia**, **Chile** and **Peru**. By contrast, the lack of regulation of the phenomenon in **Costa Rica**, allows for this to be a fairly frequent practice. Other common restrictions in **European regulation** are the prohibition to hire workers through Temporary Employment

Agencies after a redundancy or a dismissal due to business causes within the 3, 6 or 12 previous months –also to occupy a suspended job position or with a reduction on working time in **Portugal–** or for performing dangerous activities for workers health and safety. Additional prohibitions are hiring agency workers to post them to another Temporary Employment Agency (**Spain and Portugal**), in the construction sector (**Germany**, **Belgium** and **Greece**), or in public firms (**Greece**). In **Latin American regulations** there are limits and restrictions when enterprises are part of the same holding (**Colombia** and **Chile**), hiring for certain positions (**Argentina** and **Chile)** or the mere breach of legal requirements.

9. Regarding **labor and Social Security liability of Temporary Employment Agencies and user companies, there are no meaningful differences** between the compared countries.

The majority of **European regulations** impose liability for labor and Social Security debts to the Temporary Employment Agencies, as it is the hiring company and employer. However, **France**, **Germany**, **Portugal** and **Spain** regulate subsidiary liability of the user company; that is, the user company's liability to fulfill labor and Social Security debts in case of insolvency of the agency. Nonetheless, **Greece** and **Italy** establish joint liability between the Temporary Employment Agency and the user company.

A similar rule is found in **Canada** (Ontario), where liability for labor and Social Security debts is attributed, first, to the Temporary Employment Agencies. However, a subsidiary liability of the user company is also regulated to protect worker's rights.

This last approach is predominant in **Latin America**. In **Argentina**, **Brazil**, **Colombia**, **Peru** and **Uruguay**, Temporary Employment Agencies are obliged to fulfill labor and Social Security obligations of their workers. In **Chile**, secondary liability is imposed to the user company.

10. In spite of some exceptions, the **general pattern** in the countries analyzed in this comparative dossier –European and Latin American countries– is the recognition of an **equal treatment principle** regarding workers hired through Temporary Employment Agencies and those hired directly by the user company.

In the **European Union**, the uniformity in the recognition of such principle is grounded on the Directive 2008/104/CE, whose article 5 establishes that conditions of posted workers shall be, at least, those applicable as if they were directly hired by the user company to fill the same position. It is interesting to highlight, however, the regulation

existing in the **United Kingdom**, where this principle applies after 12 continuous calendar weeks in the same role during one or more assignments with the same hirer.

Also, in **Latin American countries** the majority trend is the recognition of an equality principle, except in **Chile**, **Costa Rica**, and the **Dominican Republi**c where there is no specific provision. Neither in **Canada** (Ontario) such a regulation exists, where workers hired by Temporary Employment Agencies are only protected by the minimum legal regulation.

2. «Top ten» conclusiones

El *Comparative Labor Law Dossier* (CLLD) de este número 3/2016 de IUSLabor está dedicado la externalización y cadenas de producción e incorpora artículos, elaborados por académicos de prestigio a nivel internacional, sobre la regulación de esta importante materia.

En el actual contexto en que la descentralización productiva es una práctica común en muchos países y sectores económicos, hemos considerado necesario analizar desde una **perspectiva comparada** la regulación de la subcontratación y las cadenas de producción y sus consecuencias laborales para garantizar la protección de los intereses y derechos de los trabajadores. Así, en el presente dossier abordamos las 10 cuestiones más relevantes en esta materia en los ordenamientos jurídicos de **Alemania, Bélgica, España, Francia, Grecia, Italia, Portugal, Reino Unido, Argentina, Brasil, Chile, Colombia, Costa Rica, México, Perú, República Dominicana, Uruguay y Canadá**.

El CLLD ha partido del siguiente **test de preguntas** a las que han dado respuesta los colaboradores internacionales de la revista:

1. ¿Es la descentralización productiva o subcontratación una forma lícita de organización de la producción?
2. ¿Existen límites y/o prohibiciones a la descentralización productiva?
3. La empresa principal que externaliza una parte o la totalidad de su producción, ¿mantiene alguna responsabilidad laboral o de seguridad social respecto a los trabajadores de la empresa contratista? ¿Cuáles?
4. ¿Y en relación con la aportación a planes y fondos de pensiones?
5. ¿Existe la obligación legal de la empresa contratista de reconocer a sus trabajadores condiciones laborales aplicables a los trabajadores de la empresa principal?
6. ¿En qué supuestos existe una descentralización productiva fraudulenta o cesión ilegal de trabajadores? ¿Qué consecuencias se derivan de esta situación?
7. ¿La contratación de trabajadores mediante Empresas de Trabajo Temporal está permitida en su país? ¿En qué supuestos?
8. ¿Existen supuestos o actividades económicas en los que la contratación de trabajadores mediante Empresas de Trabajo Temporal está prohibida?
9. ¿Qué responsabilidades laborales y de Seguridad Social mantiene la Empresa de Trabajo Temporal respecto de los trabajadores cedidos a empresas usuarias? ¿Y la empresa usuaria?
10. ¿Cómo se determinan las condiciones laborales aplicables a los trabajadores contratados mediante Empresas de Trabajo Temporal y cedidos a empresas usuarias?

A continuación se exponen, siguiendo el mismo orden de las preguntas, **las 10 conclusiones principales en materia de externalización y cadenas de producción** alcanzadas en base a los artículos elaborados por nuestros académicos internacionales.

1. En la **totalidad de países analizados**, tanto europeos como americanos, **la descentralización productiva o subcontratación es una forma lícita de organización de la producción**. Las empresas gozan –en ocasiones con algunas limitaciones o restricciones como se analiza en la pregunta anterior– de la capacidad para externalizar una parte o la totalidad de su producción a otra empresa.

Entre los **países europeos** analizados, es interesante destacar que esta libertad de subcontratación se fundamenta en la libertad de empresa reconocida en los diferentes textos constitucionales. Entre los **países latinoamericanos** analizados destaca el caso de **Brasil**, en donde el fenómeno de la subcontratación o externalización productiva, si bien es admisible, no se encuentra regulado legalmente, siendo esta una materia de desarrollo jurisprudencial.

2. No obstante lo anterior y sin perjuicio de su legalidad, en algunos de los países existen **restricciones o prohibiciones a la externalización productiva**, **no existiendo, no obstante, una tendencia uniforme en este punto**.

Entre los países de la **Unión Europea** analizados, si bien destacan los ejemplos de **Alemania**, **Portugal** y **Reino Unido** por la ausencia de tales limitaciones, existe una mayor tendencia al establecimiento de restricciones o, incluso, prohibiciones a la subcontratación en sectores como la construcción o el sector bancario. **Bélgica** prevé restricciones en el sector petrolífero, **Francia** y **España** cuentan con una regulación distinta para la subcontratación en el sector de la construcción, **Italia** prohíbe la externalización productiva en actividades peligrosas y la limita en el sector bancario –prohibiendo subcontratar la totalidad de la producción– y **Grecia** prohíbe la subcontratación en el sector bancario, salvo expresa autorización por parte de la autoridad pública.

Tampoco en los **países latinoamericanos** analizados existe una tendencia uniforme en cuanto a límites o prohibiciones a la descentralización productiva. Sin embargo se puede destacar que, dentro de los **países centroamericanos** objeto de comparación predomina la ausencia de límites regulatorios en esta forma de organización de la producción. Esta misma característica se predica del **sistema legal argentino**, aunque éste es el único país de la zona donde la negociación colectiva desempeña un papel fundamental. Así, a través de este mecanismo, trabajadores y empresarios han acordado restricciones, aplicables en el ámbito estatal y para diferentes sectores de la actividad

económica. Tampoco en **Canadá** (Ontario) existen límites a la descentralización productiva, salvo aquellos derivados de la transmisión de empresas o supuestos de cesión ilegal de trabajadores.

3. En la **práctica totalidad de países** analizados las empresas que externalizan toda o parte de su producción mantienen alguna **responsabilidad respecto los trabajadores de la empresa contratista**. Sin embargo, **no existe una uniformidad** en cuanto al **alcance de dicha responsabilidad**.

Entre los **países europeos** existen **cuatro sistemas de responsabilidad laboral** en supuestos de subcontratación. En primer lugar, **Alemania** y **Reino Unido** no prevén ninguna responsabilidad de la empresa principal respecto las obligaciones laborales de la empresa contratista o subcontratista, salvo en supuestos de transmisión de empresas. En segundo lugar, existen países, como **Grecia** y **Portugal**, que regulan la responsabilidad solidaria entre la empresa principal y la contratista en supuestos concretos, como seguridad y salud laboral o, en el caso de Portugal, cuando las empresas mantienen una relación corporativa o el trabajador autónomo recibe el 80% de sus ingresos de la empresa principal. En tercer lugar, **España** prevé una responsabilidad solidaria de la empresa principal por deudas salariales y de Seguridad Social en el supuesto concreto de subcontratación del *core business* de la empresa. Y, finalmente, el último sistema de responsabilidad laboral atribuye una responsabilidad solidaria por deudas laborales y de Seguridad Social a la empresa principal independientemente de las características de la subcontratación. Este sistema es el existente en **Bélgica**, **Francia** –donde la responsabilidad se limita a deudas salariales, vacaciones y de Seguridad Social cuando la prestación no se desarrolla en las dependencias de la empresa principal– e **Italia** –aunque prevé un mecanismos de exoneración de la responsabilidad.

En todos los **países latinoamericanos** analizados, las empresas que emplean la externalización productiva mantienen alguna responsabilidad respecto de las obligaciones contraídas por las empresas contratistas con sus trabajadores. El remedio comúnmente adoptado es la responsabilidad solidaria, que obliga tanto a empresa usuaria como a la contratista al cumplimiento de las obligaciones causadas a favor del trabajador. Sin embargo, los supuestos exigidos para la aplicación de tal consecuencia varían caso a caso, entre los que destaca el **Perú**, que exige el desplazamiento continuo de personal de la empresa "tercerizadora" a las instalaciones de la empresa principal. Dos conceptos particularmente interesantes se encuentran en los **sistemas chileno** y **uruguayo**: el "*derecho a ser informado*" y la "*responsabilidad subsidiaria*", respectivamente. El primero, una facultad legal que permite a la empresa usuaria exigir información al contratista respecto al cumplimiento de las obligaciones para con los

trabajadores empleados. El segundo, la responsabilidad subsidiaria, una modalidad de responsabilidad que permite a la empresa usuaria exonerarse de la responsabilidad solidaria por el cumplimiento de una condición, en este caso, el ejercicio del derecho a ser informado.

Finalmente, debe destacar la **regulación canadiense** que prevé la responsabilidad de la empresa principal por el incumplimiento de obligaciones en materia de seguridad y salud laboral y cuando la prestación de servicios por parte de los trabajadores de la empresa contratista se desarrollo en las dependencias de la empresa principal.

4. Sin perjuicio de la pregunta anterior, la **práctica totalidad de los países** analizados **no extienden la responsabilidad de la empresa principal** en supuestos de externalización productiva a las **aportaciones a planes y fondos de pensiones**. Las únicas excepciones las encontramos en el **ordenamiento jurídico italiano**, cuya regulación legal, al no limitar la responsabilidad solidaria de la empresa principal a determinadas deudas, debe entenderse también entendida a las aportaciones a planes y fondos de pensiones; y en el **ordenamiento mexicano**, en el que la empresa usuaria asume responsabilidad subsidiaria respecto de tales obligaciones.

5. La **gran mayoría de los países analizados no prevén un principio de igualdad de trato entre los trabajadores de la empresa principal y la empresa contratista**. Esto es, no existe la obligación legal de la empresa contratista de reconocer las condiciones laborales estipuladas para los trabajadores de la empresa principal. Resultando, por consiguiente, la subcontratación una fórmula de organización de la producción adecuada para la reducción de costes laborales.

No obstante lo anterior, téngase en cuenta que en los países de la **Unión Europea**, por aplicación de la Directiva 2001/23/CE, el principio de igualdad de trato sí se encuentra presente en supuestos de subcontratación derivada de una **transmisión de empresas**.

La excepción a la tendencia general apuntada la encontramos en la **República Dominicana** que, como consecuencia de la responsabilidad solidaria, existe la obligación de la empresa contratista de reconocer a sus trabajadores las mismas condiciones laborales aplicables a los trabajadores de la empresa principal.

6. En **todos los países analizados la legalidad de la subcontratación se encuentra condicionada al cumplimiento de determinados requisitos** por parte de la empresa principal y contratista. Esencialmente, además de requisitos formales, a la existencia de una verdadera empresa (empresa contratista o subcontratista) que desarrolle la actividad con criterios organizativos propios.

En este sentido, en la mayoría de **países europeos** analizados existe un supuesto fraudulento de subcontratación cuando (i) el objeto de la contrata se limita a la puesta a disposición de los trabajadores de la empresa contratista a la empresa principal; (ii) la empresa contratista es una empresa ficticia, careciendo de toda infraestructura o medios productivos; o (iii) la empresa principal actúa como verdadero empresario, al ejercer los poderes de dirección, organización y control. Destaca, no obstante, el ordenamiento jurídico de **Portugal**, que permite la cesión de trabajadores entre empresas asociadas, mediante un contrato mercantil escrito, por duración determinada y con trabajadores contratados mediante un contrato indefinido y con su consentimiento. **Las consecuencias por el uso fraudulento de la subcontratación son también similares entre los países europeos**; esencialmente, la responsabilidad solidaria de la empresa principal y contratista por las deudas laborales y de Seguridad Social, el reconocimiento de una relación laboral del trabajador con la empresa principal y, en ocasiones, responsabilidades administrativas o penales.

Entre los **países latinoamericanos**, la existencia de fraude está determinada por factores como la ausencia de causa real en la celebración de dicho negocio jurídico (**Argentina** y **Perú**), la restricción de derechos a los trabajadores (**Chile**, **Colombia** y **México**), la inexistencia de condiciones de autonomía e independencia por parte de la empresa contratista (**Perú** y **Uruguay**) o la pertenencia de las empresas involucradas a un mismo grupo de empresas (**República Dominicana** y **Uruguay**). En relación con las consecuencias, destaca la declaración de una relación laboral entre el trabajador y la empresa principal en **Brasil**, **Colombia**, **Chile**, **Perú**, **República Dominicana** y **Uruguay**, la imposición de sanciones económicas en **Argentina**, **Colombia**, **Chile** y **Perú** o la declaración de responsabilidad solidaria entre las empresas en **Costa Rica**.

En **Canadá** (Ontario), el uso fraudulento de la subcontratación se vincula a supuestos de "empleadores relacionados", como consecuencia de identidad de dirección, control financiero, propiedad, denominación o logo, mercado o clientes, instalaciones o trabajadores. En estos supuestos, la jurisprudencia aplica la doctrina del levantamiento del velo, declarando la existencia de un único empleador y, por consiguiente, imponiendo la responsabilidad solidaria por obligaciones laborales a la empresa principal y contratista.

7. La práctica totalidad de países analizados en el marco del presente estudio comparado **permiten la contratación de trabajadores mediante Empresas de Trabajo Temporal**. Deben destacarse, sin embargo, los supuestos de **Costa Rica** y **República Dominicana**, donde este fenómeno no está regulado.

En la **mayoría de los ordenamientos jurídicos** analizados, la contratación de trabajadores vía Empresas de Trabajo Temporal tiene **carácter temporal**. Esencialmente, los supuestos permitidos de contratación de trabajadores puestos a disposición se limitan a circunstancias temporales, tales como la substitución temporal de trabajadores, incrementos en la producción, obras o servicios determinados, etc. Algunos ordenamientos jurídicos admite también la contratación con Empresas de Trabajo Temporal para la realización de tareas permanentes por un tiempo máximo –6 meses en **Bélgica**, 18 meses en una propuesta de ley pendiente de aprobación en **Alemania** o 36 meses en **Grecia**– o para promover la contratación de trabajadores desempleados en **Francia**.

Las excepciones a la tendencia general las encontramos en **Italia**, **Reino Unido** y **Canadá** (Ontario), donde la contratación de trabajadores mediante Empresas de Trabajo Temporal puede realizarse tanto por tiempo determinado como de forma permanente. En el caso italiano, no obstante, es interesante destacar que existe una limitación cuantitativa del 20% de los trabajadores permanentes contratados en la empresa usuaria, salvo la contratación de trabajadores desempleados afectados por un despido colectivo o trabajadores en riesgos de exclusión social.

8. También en **la mayoría de países analizados existen limitaciones o restricciones** a la contratación de trabajadores mediante Empresas de Trabajo Temporal. Se apartan de esta tendencia general **Canadá** (Ontario), **Brasil**, **Costa Rica** y **República Dominicana**.

Entre las restricciones predominantes en los ordenamientos jurídicos analizados, destaca la prohibición de acudir a una Empresa de Trabajo Temporal para la substitución de trabajadores en huelga de la empresa usuaria. Esta prohibición se encuentra en todos los **países europeos** analizados, así como en **Argentina**, **Colombia**, **Chile** y **Perú** –en contraste con **Costa Rica**, donde la ausencia de regulación propicia que sea ésta una práctica común. Otras restricciones comunes en las **regulaciones europeas** son la prohibición de contratar a trabajadores vía Empresas de Trabajo Temporal después de un despido colectivo o por causas empresariales en los 3, 6 o12 meses anteriores –incluso para cubrir puestos de trabajo suspendidos o con reducción de jornada en **Portugal**– o para la realización de actividades peligrosas para la seguridad y salud de los trabajadores. Restricciones adicionales son la imposibilidad de contratar a trabajadores para cederlos a otra Empresa de Trabajo Temporal (**España** y **Portugal**), en el sector de la construcción (**Alemania**, **Bélgica** y **Grecia**) o en empresas públicas (**Grecia**). En las **regulaciones latinoamericanas** se encuentra la integración de las empresas en el mismo grupo (**Colombia** y **Chile**), la cobertura de determinados puestos de trabajo (**Chile** y **Argentina**) o la simple inobservancia de los presupuestos legales.

9. En relación con la **responsabilidad laboral y de Seguridad Social de la Empresa de Trabajo Temporal y la empresa usuaria, tampoco existen diferencias significativas** entre los países analizados.

La mayora de **regulaciones europeas** atribuyen la responsabilidad por deudas laborales y de Seguridad Social respecto los trabajadores puestos a disposición a la Empresa de Trabajo Temporal, en tanto que empresa que formaliza el contrato de trabajo. Sin embargo, **Alemania**, **España**, **Francia** y **Portugal** adicionalmente establecen la responsabilidad subsidiaria de la empresa usuaria; esto es, la obligación de la empresa usuaria de asumir las obligaciones laborales y de Seguridad Social en supuestos de insolvencia de la Empresa de Trabajo Temporal. **Grecia** e **Italia** establecen, no obstante, una responsabilidad solidaria entre la Empresa de Trabajo Temporal y la empresa usuaria.

Una regulación similar a la encontrada en muchos países europeos existe en **Canadá** (Ontario), donde la responsabilidad por deudas laborales y de Seguridad Social se atribuye en primera instancia a la Empresa de Trabajo Temporal, aunque se establece la responsabilidad subsidiaria de la empresa usuaria a fin de proteger los derechos de los trabajadores.

También es ésta la regulación predominante en los **países latinoamericanos**, donde **Argentina**, **Brasil**, **Colombia**, **Perú** y **Uruguay** reconocen a la Empresa de Trabajo Temporal la obligación de cumplir con las obligaciones laborales y de Seguridad Social respecto de sus trabajadores. **Chile** establece una responsabilidad subsidiaria de la empresa usuaria.

10. Si bien con algunas excepciones, la **tendencia general** en los países analizados –europeos y latinoamericanos– es el reconocimiento de un **principio de igualdad de trato** entre los trabajadores contratados mediante Empresas de Trabajo Temporal y los trabajadores contratados directamente por la empresa usuaria.

Entre los países de la **Unión Europea**, la uniformidad en el reconocimiento de dicho principio de igualdad de trato encuentra su fundamento en la Directiva 2008/104/CE, cuyo artículo 5 establece que las condiciones de los trabajadores cedidos por Empresas de Trabajo Temporal serán, como mínimo, aquellas que les corresponderían si hubiesen sido contratados directamente por la empresa usuaria para ocupar el mismo puesto de trabajo. Es interesante, no obstante, destacar la regulación del **Reino Unido**, donde dicho principio se aplica después de una prestación de servicios continuada durante 12 semanas en una misma posición para una misma empresa cliente mediante uno o más contratos de puesta a disposición.

También entre los **países latinoamericanos** la tendencia es el reconocimiento de un principio de igualdad de trato, con la excepción de **Chile**, **Costa Rica** y **República Dominicana** dada la ausencia de regulación específica. Tampoco en **Canadá** (Ontario) existe un principio de igualdad de trato de dichas características, reconociéndose a los trabajadores contratados mediante Empresas de Trabajo Temporal como mínimo las disposiciones legales.

3. Summary table

3.1. Europe

	Belgium	France	Germany	Greece	Italy	Spain	Portugal	United Kingdom
1. Is outsourcing a legal form of production organization?	Yes. Freedom of outsourcing.	Yes. Freedom of outsourcing.	Yes. Freedom of outsourcing.	Yes. Freedom of outsourcing.	Yes. Freedom of outsourcing.	Yes. Freedom of outsourcing.	Yes. Freedom of outsourcing.	Yes.
2. Are there limits and/or prohibitions to outsourcing?	Yes. Petroleum industry.	Yes. Limitations: construction sector (approval owner).	No. Limitations: data protection.	Yes. Prohibition: banking sector (except authorization public authority).	Yes. Prohibition: risk-taking activities. Limitation: banking sector (outsource entire production).	Yes. Limitations: construction sector.	No. No restrictions or prohibitions private sector.	No.

3. Does the company that partly or totally outsources its production have any labor or Social Security responsibility towards the subcontractor's workers? **What responsibilities?**	Yes. Joint liability: wages and Social Security contributions. Health and safety obligations and liabilities.	Yes. Joint liability: (i) indep. premises: wages, holidays and Social Security contributions; (ii) same premises: + benefits, allowances and accident comp. User company: duty of vigilance (compliance labor and Social Security obligations). Construction sector: health and safety liabilities.	No. Exception: transfer of undertakings.	No. Exception: (i) joint liability clause; (ii) transfer of undertakings; (iii) health and safety liability.	Yes. Joint liability: wages, severance pay and Social Security contributions. Exception: *beneficium excussionis.* Health and safety liabilities.	Yes. Core business: joint liability wages and Social Security contribution (except certification). Other activities: subsidiary liability Social Security debts.	No. Exception: (i) health and safety liability; (ii) corporate relationship; (iii) indep. contractor 80% earnings contractor.	No. Exception: transfer of undertakings.

4. And regarding pension plans and pension funds?	No.	No.	No. Exception: transfer of undertakings	No.	Yes.	No.	No.	No.
5. Is the subcontractor legally obliged to recognize its workers the same labor conditions applicable to the workers of the user company?	No.	No. Exception: transfer of undertakings.	No. Exception: transfer of undertakings.	No.	No. Exception: public tenders.	No.	No.	No. Exception: transfer of undertakings.
6. In which cases is outsourcing considered fraudulent or is there an illegal transfer of workers? **What are the consequences?**	When: user company acts as a direct employer. Except: written agreement for the user company to dictate instructions. Consequences: (i) joint liability	When: (i) aim of the contract is posting of workers; (ii) contractor not real company; (iii) the user company acts as a direct employer. Consequences: (i) joint liability labor	When: (i) aim of the contract is posting of workers; (ii) contractor not real company; (iii) the user company acts as a direct employer. Consequences: (i) void outsourcing	When: redundancy + outsourcing for lower remuneration. Consequences: (i) void outsourcing contract and (ii) labor contract with the user company.	When: user company acts as an employer. Consequences: (i) labor contract with user company; (ii) adm. liability; (iii) criminal liability.	When: (i) aim of the contract is posting of workers; (ii) contractor not real company; (iii) the user company acts as a direct employer. Consequences: (i) joint liability labor	When: (i) aim of the contract is posting of workers; (ii) contractor not real company; (iii) the user company acts as a direct employer. Consequences: (i) user company real	No. Exception: piercing of the corporate veil.

	Social Security contributions and (ii) permanent contract worker-user company.	and Social Security obligations and (ii) labor contract with the user company.	contract and (ii) labor contract with the user company.			and Social Security debts; (ii) permanent labor contract with company of worker's choice; (iii) adm. liability; (iv) criminal liability.	employer; (ii) permanent labor contract with company of worker's choice. Legal occasional employee assignment: (i) indefinite contract; (ii) related companies; (iii) worker's agreement; (iv) limited duration; (v) written corporate contract.	
7. Is the hiring of workers through Temporary Employment Agencies allowed in your country?	Yes. Permitted cases: (i) replacing permanent workers;	Yes. Temporary. Permitted cases: (i) temporary substitution	Yes. Temporary (draft regulation: 18 months).	Yes. Temporary: 36 months. Consequence: indefinite labor contract	Yes. No time limitation: temporary or permanent (only	Yes. Temporary. Permitted cases: temporary circumst.:	Yes. Temporary. Permitted cases: temporary	Yes. Temporary or permanent.

If so, in which cases?	(ii) increase workload; (iii) except. work; (iv) maximum 6 months; (v) artistic work output; (vi) labor project. Occasionally: permission union delegates or workers' rep.	worker; (ii) temporary increase workload; (iii) seasonal employment; (iv) replac. entrepreneur; (v) promote recruitment unemployed.		with the user company.	indefinite workers). No limitation activities: also permanent needs. Quantitative limitations: max. 20% permanent workers user company (except redundant unemployed or risk workers). Consequence: compensation user company.	(i) specific job or service; (ii) except. work; (iii) temp. substitution worker.	circumst.	

8. Are there specific cases or economic activities in which hiring workers through Temporary Employment Agencies is limited and/or prohibited?	Yes. Prohibited cases: hiring workers during strike. Prohibited activities: prohibition sector level collective agreement (example: construction sector). Sector or company level collective agreements: additional limits or prohibitions.	Yes. Prohibited cases: (i) permanent position for the normal activity; (ii) 6 months after redundancy; (iii) replace workers on strike. Prohibited activities: dangerous to workers health and safety.	Yes. Prohibited activities: construction sector.	Yes. Prohibited cases: (i) after dismissal employees business reasons (3 months) or redundancy (6 months); (ii) replace workers on strike; (iii) public or quasi-public sector. Prohibited activities: (i) dangerous to workers health and safety; (ii) construc. sector (exceptions).	Yes. Prohibited cases: (i) after redundancy (6 months), except temporary hiring; (ii) position suspended or reduced hours; (iii) replace workers on strike; (iv) absence health and safety assessment.	Yes. Prohibited cases: (i) after dismissal employees business reasons (12 months); (ii) replace workers on strike; (iii) posting another agency. Prohibited activities: dangerous to workers health and safety.	Yes. Prohibited cases: (i) after dismissal employees business reasons (12 months); (ii) replace workers on strike; (iii) posting another agency. Prohibited activities: dangerous to workers health and safety.	Yes. Prohibited cases: replace workers on strike.

9. What labor and Social Security liabilities do Temporary Employment Agencies have with respect to the workers hired and transfer to user firms? **And the user firm?**	Temporary Employment Agencies: wage and Social Security obligations.	Temporary Employment Agencies: labor and Social Security obligations. User company: (i) subsidiary liability labor and Social Security contributions; (ii) health and safety direct liability.	Temporary Employment Agencies: labor and Social Security obligations. User company: subsidiary liability Social Security contributions.	Temporary Employment Agencies and user company: joint liability labor and Social Security obligations. Exception: (i) labor agreement; (ii) construc. sector	Temporary Employment Agencies and user company: joint liability labor and Social Security obligations.	Temporary Employment Agencies: labor and Social Security obligations. User company: subsidiary liability labor and Social Security debts.	Temporary Employment Agencies: labor and Social Security obligations. User company: (i) subsidiary liability labor and Social Security debts; (ii) joint liability when illegal agency.	Temporary Employment Agencies: labor and Social Security obligations.
10. How are the labor conditions applicable to workers hired by Temporary Employment Agencies and transferred to user companies determined?	Equal treatment principle: same labor conditions. Exception: universally applicable collective agreement in	Equal treatment principle: same labor conditions.	Equal treatment principle: same labor conditions. Exception: collective agreement.	Equal treatment principle: same labor conditions.	Equal treatment principle: same labor conditions.	Equal treatment principle: same labor conditions.	Equal treatment principle: same labor conditions (or higher conditions regulated by agency).	Equal treatment principle: same labor conditions (> 12 months)

	the agency sector.							
11. Other relevant aspects and personal assessment of the regulation regarding outsourcing and supply chains *[optional]*	-	French umbrella companies (*entreprises de portage salarial*): innovative form temporary placement.	-	Need to introduce joint liability outsourcing in the premises user company. Need to reduce max. duration of temporary work (to 12-18 months) and limitations on hiring agency workers.	-	-	-	Concern for increase of precarious work.

3.2. Latin America

	Argentina	Brazil	Colombia	Costa Rica	Chile	Mexico	Peru	Dominican Republic	Uruguay
1. Is outsourcing a legal form of production organization?	Yes.	Not regulated. Allowed by case law.	Yes.	Yes.	Yes.	Yes.	Yes.	Yes.	Yes.
2. Are there limits and/or prohibitions to outsourcing?	Yes. Limitations and prohibition: set through Collective bargaining.	Yes (case law) Prohibition: (i) core business; (ii) personal or subord. services in favor of user enterprise.	Yes Limitation: only part production process transferred to coop.	No.	No	Yes Limitation: certain activities Prohibition: perform same tasks workers user company.	Yes Prohibition: (i) restrict individual, collective, and Social Security rights; (ii) core business (case-law)	No.	Yes Prohibition: (i) replace workers covered by unempl. benefits (for parcial or total susp. of work); (ii) collective disputes.

3. Does the company that partly or totally outsources its production have any labor or Social Security responsibility towards the subcontractor's workers? **What responsibilities?**	Yes. Joint liability: labor and Social Security debts: (i) posting workers to a third firm; (ii) *specific* and *normal* business activities.	Yes. Joint liability: illegal transfer: Secondary liability: legal transfer:	Yes. Joint liability: labour rights: outsourcing normal activities.	Yes. Joint liability: health and safety obligations (labor accident expenses and occupational hazard insurance fees): companies of the same holding.	Yes. Joint liability: labor debts (including dismissal comp.) Secondary liability: (i) *discount* supply chain; (ii) exerting the right to be informed; (iii) retaining payments in favor of contractors.	Yes. Joint liability.	Yes. Joint liability: labor and Social Security debts (no collective agreement or unilateral).	Yes. Joint liability: labor and Social Security debts: (i) insolvent contractor; (ii) core business outsourced (case-law).	Yes. Joint liability: labor rights (contract or collective agreement), Social Security contrib., occup. hazard insurance fees: when not exerting the right to be informed (user company). Secondary liability: labor rights: when right to be informed is exerted.

4. And regarding pension plans and pension funds?	Yes. Joint liability of labor and Social Security debts.	Not regulated. User company not liable Social Security matters.	Yes. Joint liability also for private funded pension systems (interpret.).	Yes. Joint liability.	No. User companies can retain payments to contractors and transfer them to pension funds.	Yes. Duty of reporting compliance with Social Security contrib. User company: obliged to pay contrib. when no payment.	Yes. Joint liability. Continuous movement of workers from contractors facilities to the user company's is required.	Yes. Joint liability.	Yes. User company: liable for Social Security contrib. Fines, surcharges, taxes, and additional fees are excluded
5. Is the subcontractor legally obliged to recognize its workers the same labor conditions applicable to the workers of the user company?	No legal provision. Advances in collective bargaining	No legal provision. Except in the case of temporary workers Some advances through case-law.	No legal provision.	No legal provision.	No legal provision	Yes. Same labor rights than those given to User Enterprise's workers.	No legal provision. Advances in administ. decisions.	Yes. In cases of joint liability.	Yes In case of temporary supply of workforce.

6. In which cases is outsourcing considered fraudulent or is there an illegal transfer of workers? **What are the consequences?**	When: aim of the contract is posting of workers. Wide criteria developed by case law Conseq.: (i) joint liability; (ii) fines in favor of workers.	When: requiring personal or subordinate services performed by the user company. Conseq.: (i) labor contract with the user company; (ii) legal and collective rights within the user company .	When: (i) perform permanent tasks; (ii) restricts legal rights; (iii) exceed temporal limits; (iv) other purposes than those legally prescribed. Further criteria is ruled by Decree. Conseq.: (i) fines; (ii) joint liability of labor rights; (iii) labor contract with user company.	No regulated Conseq.: joint liability.	When it does not fulfill legal requisites, and in case of simple intermediation. Conseq.: (i) labor contract with user company; (ii) fines (new legislation).	When it pretends to restrict labour rights. Conseq.: fines.	When: (i) aim of the contract is posting of workers; (ii) limit labor or Social Security rights; (iii) breach legal requirem. (autonomy, resources). Additional specific rules developed by case law. Conseq.: (i) labor contract with user company; (ii) adm. sanctions; (iii) eco. sanctions.	Presumption of fraud when workers are transferred to subsidiary firms. Conseq.: nullity of transfer.	When : (i) no independent contractor from user company; (ii) user company and contractor part same holding. Conseq.: (i) labor contract with user company; (ii) joint liability.

7. Is the hiring of workers through Temporary Employment Agencies allowed in your country? **If so, in which cases?**	Yes. Temporary: extraord. needs. Permitted cases: (i) absence permanent workers; (ii) licenses, legal and agreed suspension; (iii) increase production; (iv) special events); (v) urgent tasks to guarantee workplace safety; (vi) tempor. or extraord. needs not related core business.	Yes. Temporary: 3 months Permitted cases: (i) increase demand of services; (ii) other legal cause.	Yes. Temporary: 6 months Permitted cases: (i) temp. activities; (ii) replace workers in holidays, temporary incapacity, sick or maternity leave; (iii) increase production or sales.	No regulation. Common practice. Temp. or permanent.	Yes. Different cases according to law.	Yes. Temporary. Permitted cases: certain tasks or services.	Yes. Temporary. Permitted cases: (i) temp. needs; (ii) replace workers. Two different kinds of organization (enterprises and coop.).	No regulation.	Yes. Temp. or permanent.

8. Are there specific cases or economic activities in which hiring workers through Temporary Employment Agencies is limited and/or prohibited?	Yes. Prohibited cases: (i) replace workers on strike or trade union rights; (ii) replace workers fired due to production decrease last 6 months; (iii) exceed maximum duration (6 months per year, and 1 year per 3 years); (iv) occupy permanent position.	No. Fulfillment legal requisites is mandatory	Yes. Prohibited cases: (i) same holding; (ii) replace workers on strike; (iii) no compliance legal requierem. agency.	No regulation. Common practice.	Yes. Prohibited cases: (i) same holding or same interests arise; (ii) occupy rep. positions (managers, directors, etc); (iii) replace workers on strike or collective bargaining; (iv) posting workers another agency.	Yes. Prohibited cases: aim to restrict labor rights.	Yes. Prohibited case: replace workers on strike.	No regulation.	Yes. Prohibited cases: (i) replace workers covered by unempl. benefits (due to parcial or total suspension of work).

9. What labor and Social Security liabilities do Temporary Employment Agencies have with respect to the workers hired and transfer to user firms? **And the user firm?**	Temporary Employ. Agency: all liability. Joint liability: labor rights.	Temporary Employ. Agency: labor debts. User company: joint liability when breach temporary agency.	Temporary Employ. Agency: Social Security contrib., public contrib., work hazard insurance, etc. Salaries, perks and compensations must be covered by insurance pursuant to law.	Temporary Employ. Agency: liability as contractor User company: joint liability on labor and Social Security rights agency acts as a contractor.	Temporary Employ. Agency: secondary liability labor and other obligations. User company: labor risk prevention and moral damages related to work accident.	Temporary Employ. Agency: liability Social Security obligations. User company: breach obligations agency.	Temporary Employ. Agency: liability salary, labor conditions, health and safety workplace. Joint liability: labor rights not covered by insurance.	No regulation.	Temporary Employ. Agency: all liability.
10. How are the labor conditions applicable to workers hired by Temporary Employment Agencies and transferred to user companies	Equal treatment principle: same labor conditions (also collective agreement). User	Equal treatment principle: same labor conditions (work time and wages).	Equal treatment principle: same labor conditions (wages, transp., nourish. and leisure).	No regulation.	No regulation. On agreement between the parties.	Ruled by law.	Equal treatment principle: same labor conditions.	No regulation.	Equal treatment principle: same labor conditions (also collective agreement).

determined?	company's unions also represent transferred workers.								
11. Other relevant aspects and personal assessment of the regulation regarding outsourcing and supply chains *[optional]*	-	-	-	Few regulation. Legislatives initiatives ongoing.	The concept of complex employer has been legally developed to deal with these issues.	-	-	-	-

3.3. North America

	Canada
1. Is outsourcing a legal form of production organization?	Yes. Freedom of outsourcing.
2. Are there limits and/or prohibitions to outsourcing?	No. Exceptions: (i) transfer of undertakings; (ii) illegal posting of workers.
3. Does the company that partly or totally outsources its production have any labor or Social Security responsibility towards the subcontractor's workers? **What responsibilities?**	No. Exception: health and safety obligations and liabilities when work is performed in user company's premises.
4. And regarding pension plans and pension funds?	No.
5. Is the subcontractor legally obliged to recognize its workers the same labor conditions applicable to the workers of the user company?	No.
6. In which cases is outsourcing considered fraudulent or is there an illegal transfer of workers?	When user company and subcontractor are "related employers": common management, financial control, ownership, trade name or logo, market or customers, premises or workers.

What are the consequences?	Consequences:(i) one employer; (ii) joint liability for employment obligations.
7. Is the hiring of workers through Temporary Employment Agencies allowed in your country? **If so, in which cases?**	Yes. No time limitation: temporary or permanent.
8. Are there specific cases or economic activities in which hiring workers through Temporary Employment Agencies is limited and/or prohibited?	No. Only restrictions on the relationship between worker and agency: (i) prohibition charging fees; (ii) allow direct employment user firm (except "buyout" fees 6 months); (iii) allow reference user firm; (iv) written information.
9. What labor and Social Security liabilities do Temporary Employment Agencies have with respect to the workers hired and transfer to user firms? **And the user firm?**	Temporary Employment Agencies: labor and Social Security obligations. User company: (i) subsidiary liability labor obligations; (ii) joint liability health and safety obligations.
10. How are the labor conditions applicable to workers hired by Temporary Employment Agencies and transferred to user companies determined?	Minimum legal labor standards.
11. Other relevant aspects and personal assessment of the regulation regarding outsourcing and supply chains ***[optional]***	Jurisdiction of Ontario.