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The virtual space of the Metaverse and the fiddly identification of the applicable labor law.

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Abstract

The paper deals with the puzzling identification of the applicable labor law in the event of Metaverse Work. Stemming from the distinction between a working activity just occasionally performed in the Metaverse ("Ancillary Meta-Work") and a working activity entirely performed in the virtual dimension ("Pure Meta-Work"), the Authors observe that the former case is simply the evolution and the further progress of remote working and it thus requires only a – yet, delicate – adjustment of the relevant policies. Conversely, the latter case poses a serious challenge in relation to the identification of the applicable law, considering that the conflict-of-law rules hardly conform to a "space-less" sphere.

Keywords: Work in the Metaverse; Applicable Labor Law; Conflict-of-Law Rules; Holistic Regulation.

1. Introduction.

The latest technological advancements seem to simply move forward – if not to complete – the progressive disintegration of the unity of space and time which featured the origin of labor law.[1]

Indeed, the developments of ICT instruments favored the dissolution of the material workplace and, in combination with the pandemic, the widespread use of remote work.

In such a context, the Metaverse poses further challenges to labor law.

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1 Veneziani B., *The Evolution of the Contract of Employment*, in Hepple B. (ed.), *The Making of Labour Law in Europe. A Comparative Study of Nine Countries up to 1945*, Hart Publishing, Portland, 1986, 31 ff.

Not only the set of rules tailored to the needs of industrial workers (e.g., health and safety provisions and working time limitation), but also the remote work regulation ought to be adjusted to fit in with a virtual space of the Metaverse.[2]

Still, a preliminary issue concerns the identification of the applicable labor law(s) in case of Metaverse work.

Yet, when a working performance is only occasionally carried out in the virtual space of the Metaverse (hereinafter, "Ancillary Meta-Work"), there is no doubt that the applicable labor law, just like in the case of a Microsoft Teams work meeting, is the one governing the employment relationship.[3]

Conversely, in the case of a working activity *entirely* performed in the Metaverse (hereinafter, "Pure Meta-Work"), the identification of the applicable law is puzzling, as the system of conflict-of-laws rules is designed to find a connection between the particular case and the territory of a Country, which is conceptually at odds with a whole virtual space.

Additionally, the conflict-of-law rules in matter of work do not only sight to protect the weaker party (the worker), but they also aim at promoting market efficiency and fair competition among Countries.[4] As a consequence, any solution to the issue of the identification of the applicable labor laws in case of Pure Meta-Work should take into account (and possibly counterpoise) both the mentioned urges.

2. Pure Meta-Work and the EU conflict-of-law rules.

For the purposes of the identification of the applicable labor law in the case of Pure Meta-Work, one may remind that, in the European legal framework, the so called "Rome I" Regulation[5] confers upon the parties of an employment relationship the right to determine the applicable law.[6]

However, such a choice of law may not have the result of depriving the employee of the protection afforded to him by provisions that cannot be derogated from by agreement under the law that, in the absence of choice, would have been applicable pursuant to paragraphs 2, 3 and 4 of article 8 "Rome I".

The relevant law is thereby identified in:

(i) the law of the Country in which or, failing that, from which the employee habitually carries out his work performance of the contract (*lex loci laboris*),[7] or, alternatively

[2] Biasi M., *Editorial: the Labour Side of the Metaverse*, in *Italian Labour Law e-Journal*, 16, 1, 2023.
[3] Nogueira Guastavino M., *Metaverso e legislazione applicabile al contratto di lavoro*, in *Argomenti di Diritto del Lavoro*, 3, 2023.
[4] *Compare* Franzina P., *Questioni relative al distacco del lavoratore nel diritto internazionale private della Comunità europea*, in *Lavoro e Diritto*, 1, 2008, 107.
[5] Regulation (EC) No 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (hereinafter, "Rome I").
[6] Article 8 Rome I and, previously, Article 6 of the Convention on the law applicable to contractual obligations (Rome Convention) of 19th June 1980.
[7] Art. 8, par. 2, Rome I, nt. (5).

(ii) the law of the Country where the place of business through which the employee was engaged is situated,[8] unless
(iii) it appears from the circumstances as a whole that the contract is more closely connected with a Country other than that indicated in paragraphs 2 or 3 (in this case, the law of that other country shall apply).[9]

In other terms, the autonomy of the parties in determining the law applicable to an employment relationship finds its limits in the mandatory application of the overriding protections afforded by the law that would apply in the absence of the parties' choice.[10]

In this case, as repeatedly stated by the European Court of Justice, the preferred solution is the application of the law of the place where the work is carried out (*lex loci laboris*),[11] considering that the alternative criterion of the company's business location does not have any significant connection with the working performance.[12]

3. The Metaverse and the (notion of) workplace.

One may still wonder whether the Metaverse itself can qualify as the "place" where the working activity is carried out.

In the affirmative, the criterion of *lex loci laboris* would not be applicable, so the applicable law would be the one of the Country where the place of the hiring business is situated or the law of the Country which has a closer connection with the employment contract.[13]

Still, it seems that, at present, the Metaverse cannot be assimilated to a material place or to a location for the purposes of the identification of the applicable labor laws.

Rather, the Metaverse, as a digital design, is a technology which serves as the medium for the integration of the worker's performance in the company's business.

Additionally, if the Metaverse itself is the result of a human work performed in the material reality,[14] the former cannot be considered a "workplace" in a strict sense.

[8] Art. 8, par. 3, Rome I, nt. (5).
[9] Art. 8, par. 4, Rome I, nt. (5).
[10] Giubboni S., *Diritti e solidarietà in Europa*, Il Mulino, Bologna, 2012, 99-100.
[11] Frazen M., *Conflicts of Laws in Employment Contracts and Industrial Relations*, in Blanpain R. (ed.), *Comparative Labour Law and Industrial Relations in Industrialized Market Economies*, Wolters Kluwer, Alphen aan den Rijn, 2014, 256 ff.; Del Vecchio L., *Il lavoro italiano all'estero*, Aracne, Roma, 2017, 69; Traversa E., *Il rapporto di lavoro con elementi di transnazionalità*, in Carinci F., Pizzoferrato A. (eds.), *Diritto del lavoro dell'Unione europea*, Giappichelli, Torino, 2015, 327.
[12] CJEU, 15th December 2011, C-384/10, *Voogsgeerd*; Grušić U., *The European Private International Law of Employment*, Cambridge University Press, Cambridge, 2015, 172; van Hoek A., *Private international law rules for transnational employment: Reflections from the European Union*, in Blackett A., Trebilcock A. (eds.), *Research Handbook on Transnational Labour Law*, Edward Elgar, Cheltenham – Northampton, 2015, 441 ff.; Pataut E., *Regulation (EC) No 593/2008 on the law applicable to contractual obligations (Rome I) – Articles 8 and 9*, in Ales E., Bell M., Deinert O., Robin-Olivier S. (eds.), *International and European Labour Law. Article-by-Article Commentary*, Nomos – Beck – Hart, Baden-Baden – München – Oxford, 2018, 668 ff.
[13] *Compare* CJEU, 12th September 2013, C-64/12, *Schlecker*, where the European Court of Justice, in applying the criterion of closest connection, valorizes the location of the fiscal and social security domicile of the worker; on the identification of the *lex loci laboris* focusing on the place where the worker spent the core of her time in the fulfillment of her employment obligations, *see* CJEU, 27th February 2002, C-37/00, Weber.
[14] Donini A., Novella M., *Il metaverso come luogo di Lavoro. Configurazione e questioni regolative*, in *Labour & Law Issues*, 2, 12, 2022.

With this regard, one may also take into account the case-law of the European Court of Justice on the applicable laws (and on the jurisdiction) in case of airline sector employment.[15] Notwithstanding the fact that the pilot and the crew members spend the majority of their working time in the air(plane), the Court dismissed the argument of the airline company, which maintained that the applicable law had to be identified in the law where the airplane was registered. In fact, according to the E.C.J., the EU notion of the place where the employee habitually carries out his work is autonomous (par. 74) and immune from other international law definitions.

Therefore, also in case of "ether work", a key role has to be attributed, for the purposes of the identification of both the applicable (labor) laws and of the jurisdiction, to the worker's "home base", which truly mirrors, pursuant to Regulation No 3922/91, the place where the employee habitually carries out his work.

As a consequence, in the case of Pure Meta-Work, the fact that the worker has access to the Metaverse from their domicile suggests that the latter is the place where (or from which)[16] the worker carries out the working activity.[17]

Indeed, unlike the "ether worker", the worker – to be intended as the working person and not their Avatar – [18] does not move at all.

This circumstance makes the laws in matter of (transnational) posting of workers not applicable, but it does not prevent the identification of the applicable law in relation to the location of the instruments allowing the worker to have access to the Metaverse.

One may come to the same conclusion in relation to the applicable social security regime. According to article 11, par. 3, letter a), Regulation 2004/883/EC, «a person pursuing an activity as an employed or self-employed person in a Member State shall be subject to the legislation of that Member State».

Hence, the general criterion *lex loci laboris* is applicable also in matter of social security.[19] Therefore, in the event of (Pure and, *a fortiori*, Ancillary) Meta-Work, there is no doubt that the social security regime of the worker is regulated by the law governing the employment relationship, which has always been prioritized by the European Court of Justice in the selection of the applicable social security law.[20]

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[15] *Compare* CJEU, 14th September 2017, *Nogueira*. *See* also Temming F., *The case of Sandra Nogueira and Others v Crewlink Ireland ltd and Miguel Jose Moreno Osacar v Ryanair Designated Activity Company. Comment to Court of justice of the European Union (Second Chamber), judgement of 14 September 2017, Case C-168/16*, in *European Labour Law Journal*, 9, 2, 2018, 206 ff.; Murgo M., *Personale di volo e competenza giurisdizionale nel caso Ryanair*, in *Diritto delle Relazioni Industriali*, 3, 2018, 967 ff.

[16] CJEU, 13th July 1993, C-195/92, *Mulox*, concerning an itinerant seller who had his center of activity in an office located in France, considered as the *locus laboris* for the purposes of the applicable law.

[17] *Compare* Peruzzi M., *"Almeno tu nel metaverso". Il diritto del lavoro e la sfida dei nuovi spazi digitali*, in *Labour & Law Issues*, 2, 2022, 69; in relation to *crowd-work*, Däubler W., Klebe T., *Crowdwork: datore di lavoro in fuga?*, in *Giornale di Diritto del Lavoro e delle Relazioni Industriali*, 3, 2016, 490.

[18] Biasi M., nt. (3).

[19] *See*, among others, Pennings F., *European Social Security Law*, Intersentia, Cambridge – Antwerp – Portland, 2022, 81 ff.

[20] *Compare*, in relation to Regulation 1408/71/EEC, CJEU, 19th May 2022, C-33/21, *INAIL and INPS vs. Ryanair*. *See* also Murgo M., *La legislazione previdenziale applicabile al personale di volo: ancora sul caso* Ryanair, in *Diritto delle Relazioni Industriali*, 4, 2022, 1174 ff. However, it is noteworthy that whilst Rome I Regulation has a universal scope (*see* art. 2), Regulation 2004/883/EC is applicable only «to nationals of a Member State, stateless persons and refugees residing in a Member State who are or have been subject to the legislation of one or more Member

4. Pure Meta-Work and Law Shopping.

The advanced solution conducts to the application of the labor laws of the place where the worker resides[21] and where they avail of the instruments to have access to the Metaverse in the performance of her work.

Yet, the *lex loci laboris* criterion may provide the companies with an incentive to select the Metaverse workers among those who reside in Countries where the labor laws are weak(er) or lenient.

In order to curb *law shopping,*[22] those workers should be allowed to bring a lawsuit before the Courts of the Country where the company is established and to claim the overriding labor protections of the *lex fori* (Art. 9 Rome I Regulation).[23]

According to the Italian case-law, only the labor law protections which express the highest values of the Constitutional and EU multi-level legal systems – and not labor laws in general – [24] have to be considered "overriding labor law protections" for the purposes of article 9, par. 1, Rome I Regulation: those include, for instance, the requisite of justification in case of dismissal[25] (but not the right to be reinstated in case of unjustified dismissal)[26] or the right to a minimum wage[27] (but not the right to be granted a differed remuneration).[28]

However, the application of the overriding labor law principles of the Country where the company is seated (and where the proceedings are brought) might be problematic from both a legal and a practical point of view.

On the one hand, the chances that an individual worker brings a law suit in another State are marginal, just considering the costs they would bear in choosing an attorney, attending the hearings, etc.[29] This is the reason why, as clarified by the European Court of Justice, the

States, as well as to the members of their families and to their survivors» (art. 2). The mentioned limitation is consistent with the goal of Regulation 2004/883/EC to avoid the contemporary subjection of the same person to more than one social security regime, but it also implies that, unlike Rome I Regulation, Regulation 2004/883/EC does not cover those who work (and presumably reside) outside of the EU.

[21] In relation to crowdworking platforms, *compare* Cherry M.A., *A Global System of Work, a Global System of Regulation: Crowdwork and Conflicts of Law*, in *Tulane Law Review*, 94, 2, 2020, 218. With respect to remote work, *see* Diverio D., *Regolamento (CE) 17 giugno 2008, n. 593/2008 (Roma I)*, in De Luca Tamajo R., Mazzotta O. (eds.), *Commentario breve alle leggi sul lavoro*, Wolter Kluwer – Cedam, Milano, 2022, 2005, who also suggests, as a possible alternative when more countries are involved, to consider the place where the servers are located as the State "from which" the workers perform their job.

[22] *Compare*, in matter of *crowd-workers*, Carinci M.T., Henke A., *Employment relations via the web with international elements: Issues and proposals as to the applicable law and determination of jurisdiction in light of EU rules and principles*, in *European Labour Law Journal*, 12, 2, 2021, 134 ff.

[23] According to article 21 of EU Regulation n. 1215/2012 (so called "Bruxelles I-bis" Regulation), an employer domiciled in a Member State may be (also) sued in the Courts of the Member State in which he is domiciled.

[24] *See*, previously, Italian Cassation Court, 6th September 1980, No. 5156; Italian Cassation Court, 9th March 1988, No. 2622, in the name of the "principle of favor". On this subject *compare* Magnani M., *Diritto sindacale europeo e comparato*, Giappichelli, Torino, 2020, 62 ff.

[25] Italian Cassation Court, 11th November 2002, No. 15822, holding that the US rule of employment-at-will is at odds with the Italian public order.

[26] Italian Cassation Court, 9th May 2007, No. 10549.

[27] Employment Tribunal of Milan 2nd May 1989.

[28] Italian Cassation Court, 11th November 2000, No. 14662, in matter of differed remuneration ("TFR" – Trattamento di Fine Rapporto).

[29] *Compare* Lehmann M., *The Metaverse and the Applicable Labour Law*, in *EAPIL Blog*, 7th March 2023.

EU regulation assumes that the "natural" option for a worker is to file an employment claim before the Courts of the Country where they resides.[30]

On the other hand, the recourse to the overriding law principles of a Country is considered an exceptional (i.e. the last resort) remedy against the application of a foreign law.[31]

Notably, those protections do not coincide with "the provisions that cannot be derogated from by agreement" pursuant to the above-mentioned art. 8 Rome I Regulation:[32] indeed, the former are much stricter,[33] as they consist in the "provisions the respect for which is regarded as crucial by a country for safeguarding its public interests, such as its political, social or economic organization" (art. 9, par. 1, Rome I Regulation).[34]

In order to overcome such obstacle, one might borrow from the guarantees listed under art. 3, par. 1, of the EC Directive No 96/71/CE in matter of posting of workers (despite the fact that, as already clarified, the Metaverse worker is not a posted worker).

The mentioned set of rights includes a maximum duration of the working activity; the right to a rest period and to paid holidays; minimum wage; health and safety at work; discrimination ban.[35]

The rationale is clear: since those guarantees apply to every posted worker (notwithstanding the general rule stipulated by Rome I Regulation), they incapsulate the highest values which are generally recognized across all Member States. This is the reason why the Posted Workers Directive (PWD) is considered a key reference point for identifying the "overriding mandatory provisions" at the EU level.[36]

Yet, the reference – albeit indirect – to Directive 96/71/CE might seem questionable, in light of the restrictive interpretation given by the European Court of Justice. This emerged clearly in the notorious "Laval Quartet",[37] which was never formally overruled by the Court, despite a few interesting openings by the same authority.[38] In fact, the E.C.J. held that a national law which mandated, in the context of a public procurement, the application of the national minimum wage to a working activity to be entirely carried out in another Country conflicted with EU framework in matter of economic freedoms.[39]

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[30] CJEU, 9th January 1997, C-383/95, *Rutten*; CJEU, 10th April 2003, C-437/00, *Pugliese*.
[31] This was in the past the trend of the majority of domestic Courts and of a few national policies: *see* Krebber S., *Conflict of Laws in Employment in Europe*, in *Comparative Labor Law and Policy Journal*, 21, 3, 2000, spec. 369 ff.
[32] *Compare* Mosconi F., *Giurisdizione e legge applicabile ai rapporti di lavoro con elementi di internazionalità*, in *Quaderni di Diritto del Lavoro e delle Relazioni Industriali*, 20, 1998, 53 ff.; Grušić U., nt. (12), 144 ff.
[33] *See* Recital n. 37 Rome I, nt. (5); Magnani M., *I rapporti di lavoro con elementi di internazionalità*, in *Il Diritto del Lavoro*, I, 2004, 392.
[34] For the application of art. 9 within the framework of international employment contracts, *see* also CJEU, 18th October 2016, C-135/15, *Nikiforidis*.
[35] *Compare* Del Vecchio L., nt. (11), 115-116.
[36] *See* Carinci M.T., Henke A., nt. (22), 143 ff. *Compare* also Orlandini G., *La legge applicabile ai rapporti di lavoro tra ordine pubblico economico e deregolamentazione del mercato del lavoro nazionale*, in Corazza L., Romei R. (eds.), *Diritto del lavoro in trasformazione*, Il Mulino, Bologna, 2014, 265 ff.
[37] CJEU, 18th December 2007, C-341/05, *Laval*; CJEU, 3rd April 2008, C-346/06, *Rüffert*; CJEU, 19th June 2008, C-319/06, *EU Commission vs. Luxembourg*.
[38] *Compare* CJEU, 12th February 2015, C-396/13, *Sähköalojen Ammattiliitto*; CJEU, 17th November 2015, C-115/14, *RegioPost*.
[39] CJEU, 18th September 2014, C-549/13, *Bundesdruckerei*.

5. Tentative solutions in International (private and social) law.

The uncertainties surrounding a *case-by-case* approach to the applicable labor laws and, ultimately, labor protections might suggest that a common framework of basic rights for the Metaverse workers was due.[40]

In this perspective, it is interesting to note that the EU Pillar of Social Rights[41] as well as the ILO's and the UN's documents in matter of decent work[42] enshrine labor standards which mirror the guarantees listed by the mentioned Directive 96/71/EC.

However, since the former sources do not cross the boundaries of soft law, decent work is currently a policy imperative and not a legal source of mandatory labor protections:[43] as a consequence, it could marginally (at most, indirectly) impact the conditions of Metaverse workers.

It is also true that a few international legally-binding instrument affirm certain social standards. It is, for instance, the case of the ILO Conventions and of the International Covenant on Economic, Social and Cultural Rights, which was adopted by the General Assembly of the UN in 1966 and has been ratified by 171 Countries.[44]

Yet, those instruments do not seem enough to counter the potential social dumping deriving from a pretextual use of Pure Meta-work.

In fact, they normally do not set forth a minimum (common) floor of protections: on the contrary, they found their standards on the local living conditions of the area where the workers perform their job. Notably, this is especially true for wages and social contributions, which, as commonly known, represent a major issue for law shopping, if not the most relevant one.

Indeed, a Meta-Worker who resides in an area characterized by low living costs may earn a much higher wage than the average "standard" worker of the area. Yet, the same amount might be lower than the salaries awarded in the Countries with higher living costs, where their competitors for the same Meta-Work position reside and where the companies which normally operate in the Metaverse are based.[45]

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[40] *Compare*, in relation to platform work, Vitaletti M., *Il nomos senza terra. Economia digitale, legge applicabile e tutela del lavoratore*, in Alessi C., Barbera M., Guaglianone L. (eds.), *Impresa, lavoro e non lavoro nell'economia digitale*, Cacucci, Bari, 2019, 535 ff.

[41] Garben S., *The European Pillar of Social Rights: Effectively Addressing Displacement?*, in *European Constitutional Law Review*, 14, 1, 2018, 210 ff.; Rogowski R., *The European Employment Strategy, the European Social Pillar and their Impact on Labour Law Reform in the European Union*, in *International Journal of Comparative Labour Law & Industrial Relations*, 35, 2019, 283 ff.

[42] ILO DG Report 87th Session ILC 1999; Declaration on Fundamental Principles and Rights at Work del 1998; Goal N. 8 of the UN Resolution "Transforming our world: the 2030 Agenda for Sustainable Development"; *see*, extensively, Gyulavári T., Menegatti E. (eds.), *Decent Work in the Digital Age. European and Comparative Perspectives*, Hart Publishing, Portland, 2022.

[43] Biasi M., *Il Decent Work tra politica e sistema*, *Lavoro Diritti Europa*, 1, 2022, 1 ff.

[44] *See* https://treaties.un.org/Pages/ViewDetails.aspx?src=IND&mtdsg_no=IV-3&chapter=4, accessed 31 May 2023.

[45] According to Eurofoud Data, in 2023, in the mere EU context, minimum legal wages range from Bulgaria's 399 euros per month to Luxembourg's 2387 euros per month: https://www.eurofound.europa.eu/data/statutory-minimum-wages-2023, accessed 31 May 2023.

Accordingly, the issues of Pure Meta-work are not limited to the adequate labor standards from an individual point of view.

Rather, Pure Meta-Work may cause new (and potentially harmful) forms of competition among workers and, ultimately, among legal systems.

Therefore, only an international regulation of Metaverse work (a Metalaw)[46] and/or a collective agreement covering the working activity carried out in the Metaverse (Meta-Labor Contract) could possibly improve the working conditions of the workers and also level the playing field of Meta-Work opportunities.

However, it is also true that a Metalaw would hardly find the due consensus at the international level (the Countries with more lenient labor laws would arguably lose a competitive advantage in the attraction of Meta-job opportunities)[47] and a Meta-Labor Contract would encounter the complexity related to the selection of bargaining agents and to the limited coverage of any collective agreement in presence of a plurality of Metaverse spaces.

One might also look at Global Framework Agreements, entered by Global Union Federations and by Multinational Corporations, as an interesting example in our case. Still, the effectiveness of those instruments is debatable, considering also that their legal validity is uncertain[48] and that their concrete implementation has been quite difficult due to a chronic shortage of resources.[49]

The ILO could (or, better, should) play a role in this field. For instance, it could intervene, rather than setting substantive standards (as it usually does), on the applicable laws; although this is a matter where the ILO has not thus far been extensively involved. Besides, the ILO could offer a neutral and authoritative space for negotiating bilateral or multilateral agreements on Meta-Work between employers' and workers' organizations.[50]

[46] Nogueira Guastavino M., nt. (3).

[47] It is noteworthy that a draft treaty on business and human rights (Legally Binding Instrument to Regulate in International Human Rights Law, the Activities of Transnational Corporations and Other Business Enterprises, Third Revised Draft del 2021, partially amended in 2022) is currently under discussion by an intergovernmental working group (IGWG), appointed by the UN Human Rights Council with Resolution No. 26/9 of 2014. The document is focused on the protection of human rights (including human rights at work) from possible violations committed by businesses (not only transnational ones) and does not concern Metaverse *per se*. Nonetheless, given its general scope, the draft advances interesting solutions on jurisdiction, conflict of laws and international cooperation.

[48] *See*, also for further references, Murgo M., *Interesse collettivo transnazionale: accordi di impresa e codici di autoregolamentazione*, in *Variazioni su Temi di Diritto del Lavoro*, 3, 2021, 601 ff.

[49] Guarriello F., Stanzani C. (eds.), *Trade union and collective bargaining in multinationals. From international legal framework to empirical research*, FrancoAngeli, Milano, 2018; Hadwiger F., *Contracting International Employee Participation: Global Framework Agreements*, Springer, Cham, 2018.

[50] Yet, such agreements would be better transposed later into legally binding acts, as occurred to the 2006 Maritime Labour Convention. *Compare* Lillie N., *The ILO Maritime Labour Convention, 2006: A new paradigm for global labour rights implementation*, in Papadakis K. (ed.), *Cross-border social dialogue and agreements: An emerging global industrial relations framework?*, International Institute for Labour Studies, Geneva, 2008, 191 ff.

6. Final remarks.

In this article, we analyzed the impact of the Metaverse on the identification of the law applicable to (international) employment contracts.

We argued that Ancillary Meta-Work did not raise specific questions in this field, as the applicable law does not change even if the worker occasionally performs part of their job in the Metaverse or through the Metaverse.

On the other hand, Pure Meta-Work turned out to be more problematic. The main issue was the identification of the applicable laws, considering the lack of a clear connection of the "virtual" working performance with a material workplace.

We maintained that, for the purposes of the applicable law, the workplace had to be found in the territory of the State where the worker is physically located, but we also observed that such a solution might resort into an incentive for the Meta-Employers to hire the workers who reside in places with lenient labor laws.

As we claimed in par. 3, the remedies in matter of conflict-of-laws might offer some sort of protection, but only the conferral of a universal framework of rights to Metaverse workers would be able to prevent "law shopping" and to level the playing field of the access to Meta-Work opportunities.

However, we still doubt that this solution is feasible at present, as it would require a radical change of the international agenda in adapting to the multiple and delicate challenges of the digital era. Indeed, it seems hard to reach a consensus on a substantive proposal entailing a reduction of the competitive advantages deriving to the (workers residing in the) Countries with lower labor costs.

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