

GLOBAL SEAFOOD ASSURANCES

Responsible Fishing Vessel Standard (RFVS)



Issue 1.0 – June – 2020
Certification Standard Criteria

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A - Introduction

Global Seafood Assurances (GSA) is an international, non-profit (501c 6) corporation registered in Delaware, USA with principal offices based in Portsmouth, New Hampshire. GSA seeks to provide comprehensive and credible seafood supply-chain assurances while addressing gaps in seafood certification. These assurances will flow from third-party certification programs to ensure seafood supply chains meet strict environmental, social and food safety standards. GSA was launched in 2018 with support funding from the Global Aquaculture Alliance. (www.seafoodassurances.org)

Background to the Standard

The Responsible Fishing Vessel Standard (RFVS) is a voluntary, vessel-based program certifying high standards of operational practices relating to crew safety and welfare on board fishing vessels. The RFVS is an assurance tool to help fishing vessel owners and operators showcase industry-agreed best practice through independent, third-party auditing.

Since 2018, GSA and Seafish, the public body set up to support the UK seafood industry, have worked in partnership to develop the RFVS. The RFVS is the next iteration of Seafish's Responsible Fishing Scheme (RFS) and it builds on the experience of the UK sector and reflects future industry needs across the global supply chain.

The RFVS is now owned and operated by GSA and is applicable to all types of commercially licenced fishing vessels, subject to them meeting the scope and eligibility criteria detailed in this document. GSA's intent is to deliver and grow the RFVS so that it becomes a global assurance model for commercial fishing vessels.

RFVS Standard Development

A robust standard development process was followed to ensure the RFVS is fit for purpose and meets market needs. Input was incorporated from all sectors of the global seafood industry: catching, processing, retail, standard holders and non-government organisations (NGOs). The GSA and Seafish Boards entrusted the RFS Oversight Board to oversee the strategic direction and objectives of the RFVS.

A comprehensive consultation and fully transparent engagement process was launched in July 2018. The process included two key consultation phases:

- 1) **An initial consultation phase** - to determine what key aspects of the Seafish RFS should be retained, amended or removed, and what should be added for RFVS Issue 1 to appropriately provide assurance of operational best practices and fair working condition aboard vessels to the global seafood market.
- 2) **A 60-day public consultation phase** – to allow feedback on the proposed RFVS criteria. The consultation ran from August 15 to October 14, 2019.

Prior to the initial consultation phase a comprehensive stakeholder mapping exercise was conducted to underpin all consultations. This aimed to identify all stakeholders who were directly and indirectly affected by the Seafish RFS program, both domestically and internationally. All identified stakeholders were proactively encouraged to engage with the process.

The Key RFVS Development Stages

- Formation of Technical Working Groups (TWGs) with membership comprised of individuals representing organizations from across the globe, with the key skills required to develop the standard criteria for each agreed core principle. See the Acknowledgements section for TWG members.
- The RFVS criteria were tested on a specified number of supply chains to ensure that the auditability of the standard criteria met ISO-17065 certification protocols and international social benchmark requirements:
 - UK vessels supplying UK market;
 - UK vessels supplying the export market; and
 - International supply chains sourcing from non-UK registered fishing vessels.
- 60-day public consultation, to capture stakeholder feedback, prior to the finalizing RFVS criteria.
- The RFVS criteria were approved by the Oversight Board in December 2019. The Seafish & GSA Boards granted their approval of the Criteria in March 2020.
- RFVS support documentation created in accordance with ISO 17065 certification protocols, outlining the compliance requirements for an RFVS applicant and certification requirements for the Certification Body to assess an applicant.
- A full set of auditor training tools developed to ensure that all RFVS auditors assess compliance to the RFVS criteria with credibility and consistency.

Acknowledgements

The development process was conducted by the RFVS development team which composed of representatives from Seafish and GSA and their work has been overseen by an independent Oversight Board and supported by independent Technical Working Groups comprising over 30 seafood stakeholders in the UK and internationally. A group of Peer Reviewers also provided expert input.

GSA and Seafish would like to jointly express their thanks and appreciation to the following individuals and organisations that provided their time and expertise to help develop the RFVS:

RFS Oversight Board Members

| <u>Member Name</u> | <u>Organisation</u> |
|---------------------|---|
| Aoife Martin | Seafish (Chair) |
| Mike Park | Scottish White Fish Producers Association (Catching Sector) |
| Nathan de Rozarieux | Falfish (Primary Processing / Catching) |
| Jimmy Buchan | Scottish Seafood Association (Primary Processing) |
| Nigel Edwards | Hilton Group (Icelandic Seachill) (Secondary Processing) |
| Mike Mitchell | Young's Seafood (Secondary Processing) |
| Hannah Macintyre | Marks & Spencer (Retail) |
| Melissa Tillotson | Waitrose & Partners (Retail) |
| Laky Zervudachi | Direct Seafoods (Food Service) |
| Alex Olsen | Espersen (Importers) |
| Toby Middleton | Marine Stewardship Council (Standards) |
| Mike Berthet | Global Aquaculture Alliance (Standards) |
| Melanie Siggs | Global Seafood Assurances (Standards) |
| Nick Kightley | Ethical Trading Initiative (NGO) |

RFVS Technical Working Groups Active Members

| <u>Member Name</u> | <u>Organisation</u> |
|--|--|
| Stuart Smith | Asda Stores Ltd. |
| David Camp | Association of Labour Providers, Responsible Recruitment Toolkit & Stronger Together |
| Avery Siciliano | Best Aquaculture Practices (BAP) |
| Juno Fitzpatrick and Dr Elena Finkbeiner | Conservation International (CI) |
| Max Schmid | Environmental Justice Foundation (EJF) |
| Emilie Normand and Juliana Herrera | Fairtrade USA |
| Jonathan Labaree | Gulf of Main Research Institute (GMRI) |

| | |
|--|---|
| Iain Pollard | Key Traceability Ltd. |
| Ari Gudmundsson | Independent |
| Andy Hough | Independent |
| Birgitte Krogh-Poulsen | Independent |
| Rossen Karavatchev | International Transport Workers' Federation (ITF) |
| Estelle Brennan | Labeyrie Fine Foods (Lyons Seafood) |
| Ged Farmer | Certification Body |
| Oluyemisi Oloruntuyi | Marine Stewardship Council (MSC) |
| Dave Fenner | Maritime and Coastguard Agency (MCA) |
| Adam Townley, Amber Madley and Lucy Blow | New England Seafood International Ltd (NESI) |
| Huw Thomas | Offshore Shellfish Limited |
| James Buchan | Scottish White Fish Producers Association (SWFPA) |
| Kevin Powell | Hilton Food Group plc (Seachill) |
| Sarah Hussey, Dominique Gautier and Shannon Conlin | Seafresh Group |
| Tania Woodcock | Sustainable Fisheries Partnership |
| Oliver Tanqueray | Sustainable Seafood Coalition |
| Tracy Cambridge | Thai Union Group PCL |
| Sam Ludlow-Taylor | Waitrose & Partners |
| Joel Baziuk and Ingrid Giskes | Global Ghost Gear Initiative (GGGI) |
| Clarus Chu | World Wildlife Fund (WWF) |
| Cameron Moffat | Young's Seafood |

RFVS Standard Peer Reviewers

| <u>Member Name</u> | <u>Organisation</u> |
|--------------------|-----------------------------------|
| Sabine Müller | ALDI SOUTH Group (HOFER KG) |
| Libby Woodhatch | AllaboutSeafood & MarinTrust Ltd. |

| | |
|------------------|---|
| Tom Pickerell | Independent |
| Robert Stevenson | Lunar FPO (Fish Producers Organisation) Ltd |
| Rohan Currey | Marine Stewardship Council (MSC) |
| Beshlie Pool | South Devon and Channel Shellfishermen Ltd. |
| Barry Harland | Whitby Seafoods |
| David Anderson | Aberdeen Fish Producers Organisation (AFPO) |
| Ian Mitchell | Brakes / M&J Seafood |
| Kara Brydson | Independent |
| Andy Smith | Iceland Seafood UK Ltd |

RFVS Development Team

| <u>Member Name</u> | <u>Organisation</u> |
|--------------------|---------------------|
| Mike Platt | RS Standards |
| Helen Duggan | Seafish |
| Michael Bacon | Seafish |
| Lara Funk | Seafish |

B - Standard Scope and Structure

The RFVS scope is underpinned by two core principles:

Core Principle 1 - Vessel Management & Safety Systems

- Management Policies and Procedures
- Environmental Impact Management
- Catch Traceability Management
- Vessel License to Operate
- Catch Safety and Food Hygiene

Core Principle 2 - Crew Rights, Safety and Wellbeing

- Crew Rights and Integrity
- Crew Health and Safety

The overall objective of the RFVS is:

“The Responsible Fishing Vessel Standard enables fishing operations to provide assurance of decent working conditions and operational best practice from the catch to the shore.”

The RFVS is accessible to any single commercially licensed fishing vessel or fleet of vessels globally which meet the following eligibility criteria:

- **Operate legally within a legal fishery that they are entitled to fish;**
- **Comply with the fishing vessel registration and licensing requirements of the flag State to which it is registered;**
- **Comply with the regulatory controls of the country or RFMO which controls the fishery, if operating in fisheries under the jurisdiction of countries where they are not registered;**
- **Comply with the legal requirements for vessel and crew safety for the fishery they fish in;**
- **Meet or exceed the human rights requirements of the Universal Declaration of Human Rights;**
- **Do not use illegitimate methods of harvesting and predator control as defined within the FAO Code of Conduct for Responsible Fisheries;**
- **Do not use forced labor, persons under 16 years old or prisoners as crew; and**
- **If operated by a lone fisher, does not remain continually at sea for more than 24 hours without breaks from fishing activities.**

The eligibility criteria set out the behaviours and conditions that applicants must follow to achieve and maintain certification to the RFVS. Any vessel or fleet of vessels that do not meet these eligibility criteria shall not be accepted into the program for possible certification. Once certified, if a member is found to no longer meet the eligibility criteria certification can be suspended and potentially withdrawn.

RFVS Vessel Certification Categories

The RFVS program has categorised vessels by length of fishing activity, as well as differentiating between single-person operated (single-handed) and crewed vessels. This will ensure that the standard is accessible for all types of commercial licenced fishing vessels.

As length of time at sea is a key factor in determining crew health, safety and wellbeing and is applicable irrespective of vessel length or tonnage, the following vessel categories will apply to this version of the RFVS:

- Single-person operated vessels exclusively worked by an owner
- Crewed vessel at sea for less than 24 hours
- Crewed vessels at sea for 24-71 hours
- Crewed vessels at sea for 72 hours up to 30 days
- Crewed vessels at sea for 30 days or more

RFVS Clause Categories

Each RFVS clause has been identified as either an Essential Requirement or Supplementary Requirement. Applicability shall be determined by vessel certification category.

1. **Essential Requirement** - shall need to be met at the time of audit for certification to be achieved by an applicant.
2. **Supplementary Requirement** - shall need to be adhered to within a set period following initial certification. The specified time limit for compliance will be confirmed to the applicant at the time of their certification.

The RFVS clause categorisation, and the timescales within which Supplementary Requirements must be complied with, has been determined by the Technical Working Groups during the development of the RFVS and approved by the RFVS Governance Structure.

The introduction of Supplementary Requirements recognises that some vessels and practices may need additional investment or training. It will therefore allow for applicants to demonstrate their commitment to making improvements, subject to strict timelines.

RFVS Unit of Certification

The unit of certification shall include the vessel, skipper and the owner(s) of the vessel, if they are different from the person ordinarily in charge of the vessel whilst at sea. This reflects that it is the vessel owner's responsibility to ensure an effective management system and crew welfare culture is in place and adhered to by all individuals who may take charge of the vessel.

There will be two different Units of Certification:

1. A single vessel operated by an owner/skipper/captain; or
2. A group or fleet of vessels operated under the control and scrutiny of an organisation to which the vessels are affiliated.

The group unit of certification shall include the vessels, the persons ordinarily in charge of the vessels whilst at sea and the organisation that manages and controls them. All vessels in the group shall be subject to continuous surveillance and internal audits by the company or organisation making the application. The internal audits and systems must be robust and credible as they replace the need for the Certification Body to assess every vessel in the group prior to certification being awarded.

The following international conventions and protocols have been used to underpin the development of the RFVS:

| Title | Entry into force/ Published | Issuing Body |
|---|--------------------------------|---|
| International Bill of Human Rights of the Universal Declaration of Human Rights. | 10 Dec 1948 | United Nations |
| The Agreement on Port State Measures (PSMA) to prevent, deter and eliminate illegal, unreported and unregulated fishing | June 2016 | Food and Agriculture Organization of the United Nations (FAO) |
| Convention 29 Forced Labour (1930 and its 2014 Protocol) | 01 May 1932 09 Nov 2016 | International Labour Organization (ILO) |
| Convention 87 Freedom of Association and Protection of the Right to Organise (1948) | 04 Jul 1950 | International Labour Organization (ILO) |

| | | |
|---|-------------------|--|
| Convention 98 Right to Organise and Collective Bargaining (1949) | 18 Jul 1951 | International Labour Organization (ILO) |
| Convention 100 Equal Remuneration (1951) | 23 May 1953 | International Labour Organization (ILO) |
| Convention 105 Abolition of Forced Labour (1957) | 17 Jan 1959 | International Labour Organization (ILO) |
| Convention 111 Discrimination (Employment and Occupation) (1958) | 15 Jun 1960 | International Labour Organization (ILO) |
| Convention 138 Minimum Age (1973) | 19 Jun 1976 | International Labour Organization (ILO) |
| Convention 182 Worst Forms of Child Labour (1999) | 19 Nov 2000 | International Labour Organization (ILO) |
| Convention 188 Work in Fishing (2007) | 16 Nov 2017 | International Labour Organization (ILO) |
| International Convention on Standards of Training, Certification and Watchkeeping for Fishing Vessel Personnel (STCW-F) (1995) | 29 September 2012 | International Maritime Organization (IMO) |
| Cape Town Agreement of 2012 on the Implementation of the Provisions of the Torremolinos Protocol of 1993 relating to the Torremolinos International Convention for the Safety of Fishing Vessels, 1977 | Published 2012 | International Maritime Organization (IMO) |
| IMO/ILO/FAO Code of Safety for Fishermen and Fishing Vessels (2005) Part A- Safety and Health Practices for Skippers and Crews Part B- Safety and Health Requirements for the Construction and Equipment of Fishing Vessels | Published 2005 | International Maritime Organization (IMO), International Labour Organization (ILO) and Food and Agriculture Organization of the United Nations (FAO) |
| ISO/IEC 17065:2012 Conformity Assessment – Requirements for Bodies certifying products, processes, and services | Published 2012 | International Organization for Standardization (ISO) |
| UK Fishing Safety Management Code (Marine Guidance Note, MGN 596 (F)) | Published 2018 | Maritime & Coastguard Agency (MCA) |

C - The Certification Process

The RFVS certification process is currently in development. It is being tested through international certification pilots. The certification process will be based on ISO 17065 protocols and APSCA social auditing requirements.

D - Standard Criteria

Document Key

Clause categorization is used underneath each clause (or sub-clause if different) to indicate clause applicability. Highlighted in green indicates which category the clause/sub-clause relates. When the clause/sub-clause is noted as supplementary, a time limit to comply with the clause/sub-clause is included.

| | | | | | |
|---------------------------|------------------|---------|-------------|----------------------|---------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |

| | | | | | |
|---------------------------|------------------|---------|-------------|----------------------|---------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |

| | |
|---|---|
| Supplementary Clause compliance time limit | 12 months from initial certification |
|---|---|

Core Principle One - Vessel Management & Safety Systems

Core Principle One Intent

The vessel operations shall be managed by a set of policies, processes and procedures that are required for the planning and execution (catching/storage) of its core business areas (i.e. areas that can impact the vessel's ability to meet its legal obligations and fulfil its customer requirements). The vessel can evidence this by having a documented management system to demonstrate that the vessel operates in a manner capable of meeting the requirements of this Standard.

The vessel shall be maintained in a safe and seaworthy condition to demonstrate that the crew are provided with a safe working environment that is free from high risk hazards that could cause injury or endanger life. The vessel can demonstrate this by having evidence that the vessel meets, at a minimum, the requirements of the nominal references that underpin this Standard.

Core Principle 1 shall feature the following sections:

Section 1 – Management Policies and Procedures (*including Vessel Safety*);

Section 2 – Environmental Impact Management;

Section 3 - Catch Traceability Management;

Section 4 – Vessel License to Operate; and

Section 5 – Catch Safety and Food Hygiene

Section 1 - Management Policies and Procedures

The intent of this section is to demonstrate that the vessel has overarching management policies, procedures and systems in place to support the demonstration of compliance with international standards and conventions which are within the scope of this Standard.

Management System

1.0 A management system is in place that can demonstrate compliance with the requirements of this Standard to cover the following vessel operational policies and practices, including:

- Crew welfare and wellbeing;
- Crew recruitment process;
- Crew health and safety;
- Vessel safety; and
- Accident and emergency plans.

| Clause category | Essential | | | Supplementary | |
|--------------------|-----------|---------|-------------|---------------|---------------|
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |

- Environmental impact management
- Catch documentation, traceability and obligations to land.
- Vessel license to operate.
- Catch Safety and Food Hygiene

| Clause category | Essential | | | Supplementary | |
|--------------------|-----------|---------|-------------|---------------|---------------|
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |

The intent of this clause is to demonstrate that applicants have the necessary systems in place to demonstrate that they manage and control activities that require legal or convention compliance. For crewed vessels, the system shall be fully documented.

1.1 The vessel's management system shall be subject to an annual internal review by the applicant.

| | | | | | |
|---------------------------|------------------|-------------------|--------------------|----------------------|----------------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |

1.1.1 Any amendments to the management system identified in the annual review shall be implemented within a specific period of time.

| | | | | | |
|---------------------------|------------------|-------------------|--------------------|----------------------|----------------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |

1.2 Records or other forms of evidence that are required to show compliance with the vessel's management system shall be maintained and reflect current practices.

| | | | | | |
|---------------------------|------------------|-------------------|--------------------|----------------------|----------------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |

1.2.1 All records required as evidence for compliance shall be retained and made accessible for a minimum time period of three years.

| | | | | | |
|---------------------------|------------------|-------------------|--------------------|----------------------|----------------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |

| | |
|---|---|
| Supplementary Clause compliance time limit | 3 years but must maintain records from date of initial certification |
|---|---|

The intent of these clauses is to demonstrate that the management system employed on the vessel is being used and contains accurate evidence to prove compliance, and demonstrate that the applicant has a means to verify reported activities and circumstances after an audit has taken place.

Risk Assessments

1.3 A health and safety risk assessment shall be conducted by a competent person on an annual basis and cover all aspects of on shore and at sea fishing operations including, but not limited to:

1.3.1 All catching systems and machinery, proposed changes to incorporate any vessel modifications and the addition of new operations.

1.3.2 The structural stability and condition of the vessel's hull.

| | | | | | |
|---------------------------|------------------|-------------------|--------------------|----------------------|----------------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |

1.3.3 Crew working practices, vessel manning levels and work hours.

1.3.4 Crew galley and accommodation areas.

1.3.5 Crew special requirement risks for young persons, pregnant crew and those with certain religious customs.

1.3.6 Crew and visitor boarding and disembarking requirements (e.g. overboard procedures).

| | | | | | |
|---------------------------|------------------|-------------------|--------------------|----------------------|----------------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |

The intent of this clause is to demonstrate that the vessel owner conducts a health and safety risk assessment to provide a safe working environment for the crew and visitors in an auditable manner.

1.4 Any risks identified from the health and safety risk assessment shall be acted upon in a specified period of time through the implementation of procedures designed to remove or mitigate the risk to as low as practically possible.

| | | | | | |
|---------------------------|------------------|-------------------|--------------------|----------------------|----------------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |

The intent of this clause is to demonstrate that processes are in place to reduce or remove risk to an acceptable level as soon as identified, and that records of any remedial measures identified have been kept.

Crew Safety Management

Induction Training

1.5 All members of the crew and visitors shall be provided with understandable induction training covering the safety information specific to the vessel they crew or visit.

| | | | | | |
|---------------------------|------------------|-------------------|--------------------|----------------------|----------------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |

The intent of this clause is to allow demonstration of the understanding and importance of crew and visitor safety ahead of deployment or operation of machinery.

Essential Crew Safety Training

1.6 The applicant shall demonstrate that all crew and/or single-handed operators have undertaken training courses to cover the following areas:

- Firefighting and prevention;
- Sea survival, including the use of life rafts;
- First aid; and
- Health and safety.

| | | | | | |
|---------------------------|------------------|-------------------|--------------------|----------------------|----------------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |

1.6.1 All crew shall be given refresher training for all essential crew safety training at least every five years.

| | | | | | |
|---------------------------|------------------|-------------------|--------------------|----------------------|----------------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |

| | |
|---|---|
| Supplementary Clause compliance time limit | 12 months from initial certification |
|---|---|

The intent of this clause is to demonstrate that seagoing crew have received, at a minimum, basic training and refresher training to demonstrate they can support themselves and others at sea.

Specific Training

1.7 The person ordinarily in charge of the vessel shall undertake additional training in each of the following:

- Navigation/bridge watch keeping;
- Fishing vessel stability;
- Marine engineering/engine room watch keeping (level appropriate to engine power and area of operation); and
- Radio operation (level appropriate to the radio equipment carried and area of operation).

| | | | | | |
|---------------------------|------------------|-------------------|--------------------|----------------------|----------------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |

| | | | | | |
|--|-----------|---------|--------------------------------------|---------------|---------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |
| Supplementary Clause compliance time limit | | | 24 months from initial certification | | |

The intent of this clause is to demonstrate that the skipper is trained and competent in operating the vessel safely and can navigate and communicate with third parties.

1.8 At least one crew member, other than the person ordinarily in charge of the vessel, shall complete training in navigation/bridge watch keeping.

| | | | | | |
|--------------------|-----------|---------|-------------|---------------|---------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |

The intent of this clause is to demonstrate contingency plans are in place in relation to navigation and bridge watch keeping.

Training Drills

1.9 On board monthly training drills are delivered to each crew member in a format which they understand and which shall cover, at a minimum, the following procedures:

- Muster station procedures;
- Anchor procedures;
- Abandon ship requirements;
- Fire drill practices;
- Man-overboard exercises; and
- Water leaks.

| | | | | | |
|--------------------|-----------|---------|-------------|---------------|---------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |

The intent of this clause is to require applicants to be able to demonstrate that safety training drills have been undertaken and understood by crew members.

Training Records

1.10 Safety training records for all crew members, including the person ordinarily in charge of the vessel, agency crew and visitors shall be retained to cover:

- Induction training of new crew members and visitors;
- Essential safety training;
- Any specific safety training; and

- All additional monthly drills conducted.

| | | | | | |
|---------------------------|------------------|-------------------|--------------------|----------------------|----------------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |

The intent of this clause is to require the applicant to maintain records so as to produce evidence and also identify any gaps in training listed.

Crew Records

1.11 An accurate and up to date record of all crew, including agency crew, shall be confidentially kept by the applicant and include, at a minimum:

- Full name;
- Nationality and native language;
- Employed or share (self-employed) fishermen status;
- Known medical conditions/medication;
- Medical certificate/questionnaire;
- Next of kin; and
- Emergency contact details.

| | | | | | |
|---------------------------|------------------|-------------------|--------------------|----------------------|----------------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |

The intent of this clause is to enable applicants to demonstrate that accurate and up to date crew records are held, which can aid in the identification, treatment or prevention of medical conditions and enable contact with on shore based relatives as necessary.

1.12 At the commencement of each fishing trip, an updated crew list shall be produced and kept on board, and a copy shall either be lodged with the regulatory authorities or with an authorized person based on shore.

| | | | | | |
|---------------------------|------------------|-------------------|--------------------|----------------------|----------------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |

| | | | | | |
|---|------------------|-------------------|---|----------------------|----------------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |
| Supplementary Clause compliance time limit | | | 12 months from initial certification | | |

The intent of this clause is to demonstrate the safety of crew by providing onshore authorities with

information that can be used to confirm the identity of crew and their eligibility to work and/or deploy to sea. [Crewed vessels only]

1.13 All operational and safety information and training shall be provided in a format that each crew member can understand.

| | | | | | |
|---------------------------|------------------|-------------------|--------------------|----------------------|----------------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |

This clause recognizes that language and comprehension (literacy) can be a barrier, and intends to demonstrate the applicant has exercised due diligence in demonstrating that all information is given in languages and forms that all crew can understand.

Crew Medical Certification Requirements

1.14 Relevant medical certificates shall be available to demonstrate that every crew member, including the person ordinarily in charge of the vessel, is fit to perform their duties.

| | | | | | |
|---|------------------|-------------------|---|----------------------|----------------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |
| Supplementary Clause compliance time limit | | | 12 months from initial certification | | |

| | | | | | |
|---|------------------|-------------------|---|----------------------|----------------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |
| Supplementary Clause compliance time limit | | | 24 months from initial certification | | |

The intent of this clause is to demonstrate that certified vessels do not go to sea with personnel not medically certified as fit to undertake their assigned duties.

Vessel Safety Management

1.15 The vessel shall have a valid technical assessment or inspection certificate which confirms its seaworthiness for watertight and weathertight integrity and stability.

| | | | | | |
|---------------------------|------------------|-------------------|--------------------|----------------------|----------------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |

The intent of this clause is to recognize the importance of seaworthiness in enabling the safe operation

of the vessel.

1.16 If a vessel is equipped with a life raft/boat, it shall be inspected and maintained to meet with the manufacturer’s requirements.

| | | | | | |
|---------------------------|------------------|-------------------|--------------------|----------------------|----------------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |

The intent of this clause is to recognize the importance of planned maintenance in ensuring fault-free operation during launch and following deployment.

1.17 The applicant shall provide evidence that they have current insurance for the vessel and machinery.

| | | | | | |
|---------------------------|------------------|-------------------|--------------------|----------------------|----------------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |

1.17.1 Where vessels have crew, the applicant shall have personal and indemnity insurance to cover all crew.

| | | | | | |
|---|------------------|-------------------|---|----------------------|----------------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |
| Supplementary Clause compliance time limit | | | 12 months from initial certification | | |

1.17.2 A copy of this insurance(s) certificate shall be kept in the vessel’s documentation.

| | | | | | |
|---------------------------|------------------|-------------------|--------------------|----------------------|----------------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |

The intent of this clause is to enable the applicant to demonstrate suitable insurance is in place to meet obligations in relation to damage claims resultant from injury, vessel collision or loss.

Accident and Incident Recording Requirements

1.18 All crew accidents, near misses and any injuries incurred shall be recorded and followed by an investigation, with written evidence, to ascertain possible root causes and identify corrective actions.

| | | | | | |
|------------------------|------------------|--|--|----------------------|--|
| Clause category | Essential | | | Supplementary | |
|------------------------|------------------|--|--|----------------------|--|

| | | | | | |
|--------------------|-----|---------|-------------|----------|---------------|
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |
|--------------------|-----|---------|-------------|----------|---------------|

1.18.1 The applicant will implement accident prevention measures through a written accident prevention plan that will be produced as a result of an accident investigation.

| | | | | | |
|--------------------|-----------|---------|-------------|---------------|---------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |

The intent of this clause is to demonstrate that the applicant has recorded accidents, near misses and injuries and that an accident prevention plan has been produced.

Section 2 - Environmental Impact Management

The intent of this section is to demonstrate that the vessel's management systems cover how its operational practices are monitored, assessed and controlled in order to reduce its impact on the environment.

1.19 There shall be specific procedures in place to effectively apply national requirements, or protocols based on international environmental requirements (e.g. MARPOL if national legislation is not in place where the vessel operates).

| | | | | | |
|--|-----------|---------|--------------------------------------|---------------|---------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |
| Supplementary Clause compliance time limit | | | 12 months from initial certification | | |

The intent of this clause is to demonstrate that policies and procedures are in place that are based on legal requirements or agreed convention protocols which, when followed, minimize the impact of operations on the marine environment.

1.20 A procedure shall be in place for the management and recording of lost, "end of life" or recovered (third-party) fishing gear.

| | | | | | |
|--|-----------|---------|--------------------------------------|---------------|---------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |
| Supplementary Clause compliance time limit | | | 12 months from initial certification | | |

1.21 Inorganic/non biological waste produced from vessel operations, including gear repair activities and waste matter that is recovered from the marine environment, shall be brought

ashore to be disposed of in a manner that will not have a detrimental impact on the environment.

1.21.1 Records of how this waste material is disposed of at port shall be retained.

| | | | | | |
|---|------------------|-------------------|---|----------------------|----------------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |
| Supplementary Clause compliance time limit | | | 12 months from initial certification | | |

1.22 Pollution control shall be in place to mitigate the effect on the environment from vessel operations and maintenance activities.

| | | | | | |
|---|------------------|-------------------|---|----------------------|----------------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |
| Supplementary Clause compliance time limit | | | 12 months from initial certification | | |

1.23 Procedures shall be in place for the protection and release of captured species classified as endangered, threatened or protected (ETP).

1.23.1 A record of what ETP species interactions and releases are made shall be retained.

| | | | | | |
|---------------------------|------------------|-------------------|--------------------|----------------------|----------------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |

1.24 The skipper and crew shall demonstrate an awareness of how non-target species should be handled, landed or discarded.

| | | | | | |
|---------------------------|------------------|-------------------|--------------------|----------------------|----------------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |

The intent of these clauses is to demonstrate that the applicant manages vessel operations in order to mitigate, and where possible, eliminate adverse environmental impact on the environment and non-target species.

1.25 Environmental training and information shall be given to all crew, including the skipper and agency crew, covering the clauses in the Environmental Impact Management section of this standard.

| | | | | | |
|--|-----------|---------|--------------------------------------|---------------|---------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |
| Supplementary Clause compliance time limit | | | 12 months from initial certification | | |

1.25.1 Records and evidence of this environmental training shall be available.

| | | | | | |
|--|-----------|---------|--------------------------------------|---------------|---------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |
| Supplementary Clause compliance time limit | | | 12 months from initial certification | | |

The intent of this clause is to demonstrate that crew have received environmental training and that there is evidence to demonstrate this due diligence.

Section 3 - Catch Traceability Management

The intent of this section is to demonstrate that the vessel has management structures and systems in place to cover how its catch can be traced, and that the vessel follows the legal landing requirements of the country where the catch is landed.

1.26 The following traceability information for the catch, from the point it leaves the vessel, shall be available at the point of landing:

- Vessel identifier;
- Species name and stock;
- Sea Area Code of capture;

| | | | | | |
|--------------------|-----------|---------|-------------|---------------|---------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |

- Flag State;
- Fishing trip dates, including landing date;
- Declared retained catch data quantity and product form in box, batch or tank;
- Fishing method and gear; and
- Trans-shipment dates, name of carrier, dates and catch consignment details.

| | | | | | |
|--|-----------|---------|--------------------------------------|---------------|---------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |
| Supplementary Clause compliance time limit | | | 12 months from initial certification | | |

The intent of this clause is to require that the necessary information is captured to enable adequate traceability of catch landed by the applicant vessel.

1.27 There are systems in place on board the vessel to identify and segregate the catch where catches are made in more than one area, from more than one fish stock of the same species and/or using more than one type of fishing gear.

| | | | | | |
|---------------------------|------------------|-------------------|--------------------|----------------------|----------------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |

The intent of this clause is to demonstrate that catches of the same species, but caught in different areas, can be distinguished in order to enable catch traceability and demonstration of legality in capture methods and retention rights.

Section 4 - Vessel License to Operate

The intent of this section is to demonstrate that the vessel has management structures and systems in place to provide assurance that it is fishing legally and mitigating the risk of illegal, unreported and unregulated (IUU) fishing. It shall also demonstrate that the catch is treated as a food commodity and will be protected from external forms of contamination that could, if not managed, lead to food security and safety concerns.

1.28 The vessel shall have all of the required legal documents to fish, including:

- Fishing license from their flag State;
- Fishing license from the country where they are fishing, if different to their flag State;
- Ship registration certificate from their flag State; and
- Safety certificate issued by their flag State (e.g. MCA certificate).

| | | | | | |
|---------------------------|------------------|-------------------|--------------------|----------------------|----------------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |

The intent of this clause is to demonstrate vessels have the legal documents required to fish in order to verify that landings are made from legitimate fisheries and to mitigate the risk of catch contamination that may come from illegal, unreported and unregulated (IUU) fishing activity. Additionally, this clause intends to enable applicants to demonstrate that vessel operations are conducted in a manner protective of crew safety and the environment in which they operate.

1.29 The applicant shall have a clearly visible Unique Vessel Identifier (UVI) (e.g. IMO number, vessel reference number).

| | | | | | |
|---------------------------|------------------|-------------------|--------------------|----------------------|----------------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |

The intent of this clause is to demonstrate vessel traceability using a form of permanent identification.

1.30 The crew have been trained and are aware of the correct procedures in relation to the vessel's legal obligations for recording catch data to conduct regulated, reported and legal fishing activities.

1.30.1 If an automatic identification system (AIS) or vessel monitoring system (VMS) is fitted, it will fully operational and be turned on whilst at sea.

| | | | | | |
|---|------------------|-------------------|---|----------------------|----------------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |
| Supplementary Clause compliance time limit | | | 12 months from initial certification | | |

The intent of this clause is to ensure that crew are aware of traceability requirements and are trained to demonstrate that segregation of the catch is maintained.

Section 5 - Catch Safety and Food Hygiene

The intent of this section is to ensure that operators of vessels have systems and controls in place to minimize the risk of contamination of catch by pathogens, spoilage organisms, foreign bodies, chemicals or allergens.

1.31 The vessel shall have procedures in place for cleaning and disinfecting all areas that are used for catch processing or storage.

| | | | | | |
|---------------------------|------------------|-------------------|--------------------|----------------------|----------------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |

The intent of this clause is to enable the applicant to demonstrate, through provision of records, that there is an understanding of the risks associated with catch/product contamination.

1.32 The vessel's structural condition and operational practices shall be risk assessed, at least annually, to identify areas that could pose a physical, chemical or biological contamination risk to the catch.

| | | | | | |
|---------------------------|------------------|-------------------|--------------------|----------------------|----------------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |

1.33 Any areas or operational practices where a risk assessment identifies a hazard shall be subject to the implementation of time-bound actions designed to remove or mitigate the risk to be as low as practically possible.

| | | | | | |
|---------------------------|------------------|-------------------|--------------------|----------------------|----------------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |

1.34 Any action plan resulting from a risk assessment of a vessel's structural condition and operational practices shall be maintained and complied with.

| | | | | | |
|---------------------------|------------------|-------------------|--------------------|----------------------|----------------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |

The intent of these clauses is to demonstrate that the applicant understands that risk assessment is a continual process and must be repeated to evaluate the emergence of risks that may not have previously existed.

1.35 The storage of food intended for crew consumption shall not pose a cross contamination/allergen risk for a vessel's stored catch.

| | | | | | |
|---------------------------|------------------|-------------------|--------------------|----------------------|----------------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |

The intent of this clause is to prohibit food intended for crew consumption to be stored in the same area as the catch in order to eliminate the risk of cross contamination.

Core Principle Two - Crew Rights, Safety and Wellbeing

Core Principle Two Intent:

The organization and skipper(s) responsible for operating the vessel shall promote a culture of respect and safety to demonstrate that all crew are provided with decent working conditions and fair remuneration for their work. This can be demonstrated by having management systems and other forms of evidence related to crew treatment.

Core Principle 2 shall feature the following sections:

Section 1 – Crew Rights and Integrity

Section 2 – Crew Health and Safety

Section 1 - Crew Rights and Integrity

The intent of this section is to give assurance that all crew members are made aware of their rights and are treated with respect and integrity by the vessel owner and skipper(s). This section shall detail the management systems related to crew treatment to demonstrate that, at minimum, they comply with the International Labour Organization’s C188 Work in Fishing Convention, 2007 (ILO c 188).

Recruitment process

- 2.0 There is a recruitment policy and procedure in place for hiring crew, either directly employed or recruited from labor recruiters.
 - 2.0.1 No crew member shall pay any recruitment fees at any time (i.e. before, during or after employment) to either the vessel owner or the labor recruiter in order to secure and/or maintain their employment on the vessel.
 - 2.0.2 If the labor recruiter requires fees to secure and maintain a crew member’s employment on the vessel, these will be fully paid for by the applicant.

| Clause category | Essential | | | Supplementary | |
|--------------------|-----------|---------|-------------|---------------|---------------|
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |

The intent of this clause is to require the applicant to have a policy against which compliance with required recruitment criteria can be assessed by the scheme auditor.

- 2.1 Each member of crew shall have a legal right to work and have the correct documentation for where and how they are employed or contracted.

| | | | | | |
|---------------------------|------------------|-------------------|--------------------|----------------------|----------------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |

The intent of this clause is to recognize that there is potential for crew to be working without the proper authorization and that it is the applicant's responsibility to verify documentation.

2.2 There shall be a procedure, in place and adhered to, in order to verify that any labor recruiter used is operating legally and applying responsible recruitment practices.

| | | | | | |
|---------------------------|------------------|-------------------|--------------------|----------------------|----------------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |

The intent of this clause is to recognize that some recruitment agencies may not be legitimate and that it will be necessary to demonstrate through due diligence that the labor recruiter has a permit/license to operate in the country where the vessel is legally operational.

2.3 There shall be a contract, in place and adhered to, between the vessel owner and any labor recruiter used which states the agreed terms and conditions under which the labor recruiter provides recruits.

| | | | | | |
|---------------------------|------------------|-------------------|--------------------|----------------------|----------------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |

The intent of this clause is to mitigate the risk of ambiguity of understanding between all parties, where in the absence of a contract, the applicant may interpret conditions (and report them to their crew) differently than the agency.

2.4 Every crew member shall have an employment contract or work agreement, written and explained, in a language they understand which defines their terms of employment relationship with the vessel owner. At a minimum, the following information should be included:

- Employer's name, telephone number and address;
- Vessel's name;
- Employee's name, job title and start date;
- Indication of hours of work and minimum rest periods, where applicable;
- Length and frequency of typical fishing trips;
- Personal protective equipment entitlements and requirements;
- Repatriation entitlements;
- Leave entitlements;

- Injury and/or death in service provisions;
- Additional benefits (e.g. use of vessel equipment to contact family and friends) ;
- Notice period to terminate employment contract or work agreement;
- How much and how often the crew member shall be paid by the employer;
- Information on the employer’s grievance and disciplinary procedures;

| | | | | | |
|---------------------------|------------------|-------------------|--------------------|----------------------|----------------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |

- Maternity, paternity and pregnancy provisions; and
- Insurance cover and compensation rights.

| | | | | | |
|---|------------------|-------------------|---|----------------------|----------------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |
| Supplementary Clause compliance time limit | | | 12 months from initial certification | | |

2.4.1 The employment contract or work agreement shall be signed and dated by both the applicant (and authorized representative) and crew member.

| | | | | | |
|---------------------------|------------------|-------------------|--------------------|----------------------|----------------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |

2.4.2 The crew member shall have the right to seek legal or other advice (e.g. trade union advice) for a period of at least 7 days prior to them signing a contract of employment or work agreement, or a period of at least 7 days to reconsider their contract once signed and prior to it becoming binding.

| | | | | | |
|---|------------------|-------------------|---|----------------------|----------------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |
| Supplementary Clause compliance time limit | | | 12 months from initial certification | | |

The intent of these clauses is to demonstrate that there are documented, agreed terms and conditions which both parties understand and agree, mitigating the risk of deviation from the agreed terms and conditions and protecting both parties.

2.5 A policy and procedure shall be in place and implemented to demonstrate that no discrimination takes place before, during or after employment (including, but not limited to:

hiring, promotion, termination or retirement) in terms of payment or working and living conditions of a crew member based on their ethnicity, caste, national or local origin, religion, age, sex, gender, marital status, sexual orientation, pregnancy or maternity status, medical condition, union membership, political affiliation or any other characteristic.

| | | | | | |
|---------------------------|------------------|-------------------|--------------------|----------------------|----------------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |

The intent of this clause is to demonstrate that there are systems in place which stipulate that no discrimination will take place during recruitment or in remuneration.

Crew Contracts, Agreements and Terms and Conditions

2.6 All agency-employed crew members and the applicant shall have a copy of their employment contracts or work agreement provided to them by a labor recruiter with them on board the vessel.

| | | | | | |
|---------------------------|------------------|-------------------|--------------------|----------------------|----------------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |

The intent of this clause is to demonstrate that a mutually agreed employment contract or work agreement is held by both parties (applies to agency crew only).

2.7 All directly employed crew members and share (self-employed) fishermen hold a copy of their working agreement statements with them on board the vessel.

| | | | | | |
|---------------------------|------------------|-------------------|--------------------|----------------------|----------------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |

The intent of this clause is to demonstrate that a mutually agreed employment contract or work agreement is held by both parties.

2.8 No crew member shall be required to lodge deposits of any kind with the applicant for any reason, including, but not limited to, money, high value items, benefits in kind or identity papers.

| | | | | | |
|------------------------|------------------|--|--|----------------------|--|
| Clause category | Essential | | | Supplementary | |
|------------------------|------------------|--|--|----------------------|--|

| | | | | | |
|---------------------------|------------|-------------------|--------------------|-----------------|----------------------|
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |
|---------------------------|------------|-------------------|--------------------|-----------------|----------------------|

The intent of this clause is to demonstrate that crew members have not been asked to lodge deposits, thereby mitigating the risk of forced labor.

- 2.9 No crew member shall have any deductions, except statutory requirements (e.g. tax) taken from their remuneration for any reason including for food, accommodation, personal protective equipment, as a disciplinary measure or to cover medical expenses resulting from an injury or illness.

| | | | | | |
|---------------------------|------------------|-------------------|--------------------|----------------------|----------------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |

The intent of this clause is to demonstrate fair treatment and remuneration for all crew members.

- 2.10 Each crew member shall be informed that they can terminate their employment immediately if extenuating circumstances are present or after an agreed notice period as stated in their employment contract, work agreement or share (self-employed) fisherman work agreement.

| | | | | | |
|---------------------------|------------------|-------------------|--------------------|----------------------|----------------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |

The intent of this clause is to demonstrate that all crew members understand their employment rights.

- 2.11 The vessel owner shall contribute to a crew member's social security if social security provisions are required by the jurisdiction of the country where the vessel is flagged.

| | | | | | |
|---------------------------|------------------|-------------------|--------------------|----------------------|----------------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |

The intent of this clause is to demonstrate that crew are afforded contributions to pensions and entitlement to contributory benefits as dictated by vessel country of registration requirements.

- 2.12 A crew member who is incapacitated as a result of an illness or injury sustained at work shall be remunerated with compensation as agreed within their employment contract or work agreement.

| | | | | | |
|---------------------------|------------------|-------------------|--------------------|----------------------|----------------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |

The intent of this clause is to confer the rights to be afforded to a crew member in the event that the crew member becomes incapacitated as a result of an illness or injury sustained at work.

Crew Remuneration and Working Hours

2.13 Correct wages/shares/pay/rewards shall be paid in accordance with the crew member's employment contract or work agreement, direct to the crew member or family member if specified by the crew member, and will never be paid to a labor recruiter.

| | | | | | |
|---------------------------|------------------|-------------------|--------------------|----------------------|----------------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |

The intent of this clause is to demonstrate that crew have received agreed remuneration and that this has been paid directly to them or family members and not to third parties.

2.14 A log/record of each crew member's working hours and rest periods during each fishing trip shall be maintained.

| | | | | | |
|---|------------------|-------------------|---|----------------------|----------------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |
| Supplementary Clause compliance time limit | | | 12 months from initial certification | | |

The intent of this clause is to demonstrate that crew have received agreed remuneration and have been given the necessary rest to perform their jobs safely. This clause aids skippers in managing work effort of their crew in order for their vessel to be safely operated.

2.15 Each crew member will receive sufficient remuneration to meet, at least, the minimum wage requirements of the vessel's flag State, where present.

| | | | | | |
|---------------------------|------------------|-------------------|--------------------|----------------------|----------------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |

The intent of this clause is to demonstrate that all crew, regardless of employment status or any other characteristic, get paid at least the minimum wage for their work as set by the country of vessel registration.

Crew Grievances and Disciplinary Measures

2.16 An active and confidential crew grievance mechanism procedure shall be adopted which provides transparent, fair and confidential procedures to be followed in the event of a grievance being raised.

| | | | | | |
|---|------------------|-------------------|---|----------------------|----------------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |
| Supplementary Clause compliance time limit | | | 12 months from initial certification | | |

The intent of this clause is to demonstrate that the applicant has provided an active and confidential crew grievance mechanism for crew to use if needed.

2.16.1 A policy and procedure shall be adopted to protect crew members on and off the vessel from possible reprisal as a result of crew members utilizing the crew grievance mechanism.

| | | | | | |
|---|------------------|-------------------|---|----------------------|----------------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |
| Supplementary Clause compliance time limit | | | 12 months from initial certification | | |

The intent of this clause is to demonstrate that crew members are protected from reprisal if they use the crew grievance mechanism.

2.17 There shall be effective crew grievance and disciplinary procedures in place, governing how investigations relating to crew grievances shall be conducted, including the process of how investigation outcomes shall be clearly communicated to affected crew member(s).

| | | | | | |
|---|------------------|-------------------|---|----------------------|----------------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |
| Supplementary Clause compliance time limit | | | 12 months from initial certification | | |

The intent of this clause is to demonstrate that there are documented procedures in place, which crew understand, to govern how crew grievance investigations are conducted.

2.18 All crew members shall be fully informed of their contractual rights and how to raise a grievance as part of their induction with refresher training on an annual basis.

2.18.1 A record will be kept to demonstrate that every crew member has been fully informed of, and understands, their contractual rights.

| | | | | | |
|---------------------------|------------------|-------------------|--------------------|----------------------|----------------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |

The intent of this clause is to demonstrate that mechanisms exist to demonstrate that all crew fully understand their rights and employer responsibilities for their employment, and that mechanisms are in place to confirm that these rights and employer responsibilities are met.

- 2.19 A policy and procedure shall be adopted by the skipper/owner that shall prohibit any form of bullying or physical abuse of a crew member, or allows any form of disciplinary action to a crew member that uses the threat of mental, verbal and/or physical abuse, or sexual harassment.

| | | | | | |
|---------------------------|------------------|-------------------|--------------------|----------------------|----------------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |

The intent of this clause is to demonstrate that a policy and procedure is in place to mitigate the risk of, and adequately deal with, any bullying or abuse on board.

- 2.20 A sign/poster/notice or a code of conduct advising about the vessel's 'Culture of Integrity and Respect', in a language they understand, featuring a grievance mechanism helpline telephone number(s)/website details shall be displayed in a crew-accessible location on board the vessel.

| | | | | | |
|---------------------------|------------------|-------------------|--------------------|----------------------|----------------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |

The intent of this clause is to demonstrate that all crew members are fully aware of and understand their rights when working on the vessel, including what options are available if these rights are violated.

- 2.21 Any crew member, when visiting a foreign, home port or while at sea, shall be repatriated at the expense of the vessel owner as agreed in their employment contract or work agreement if the following situations arise:
- A crew member who has their employment contract or work agreement terminated due to serious misconduct.
 - A crew member who is incapacitated and can no longer perform their duties due to an illness or injury.

- Foreign crew employed through a labor recruitment agency or directly by the vessel owner at the termination of their employment contract or work agreement.

| | | | | | |
|---------------------------|------------------|-------------------|--------------------|----------------------|----------------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |

The intent of this clause is to confer the rights to be afforded to the individual in the event that an employment contract or work agreement is terminated or ends due to illness whilst crew members are in a foreign port.

2.22 A crew member that dies during service shall have their body repatriated to their next of kin in their home country at the expense of the vessel owner.

| | | | | | |
|---------------------------|------------------|-------------------|--------------------|----------------------|----------------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |

2.23 A crew member has the right to be repatriated at the expense of the vessel owner to their home country as agreed in the employment contract/work agreement if they terminate their employment contract/work agreement after serving an agreed notice period as defined within their contract, or immediately, if extenuating circumstances are present.

| | | | | | |
|---------------------------|------------------|-------------------|--------------------|----------------------|----------------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |

The intent of these clauses is to confer the rights to be afforded to a crew member if a crew member terminates their work agreement in accordance with terms agreed within their contract.

2.24 Any crew member that is injured and cannot continue with their contracted work duties during a fishing trip shall have the right to be returned to the vessel's home port or the nearest port in order to receive necessary treatment.

2.24.1 If the injured crew member is a resident of a foreign country, they will be repatriated back to their home port or country if they cannot continue with their contracted work duties.

| | | | | | |
|---------------------------|------------------|-------------------|--------------------|----------------------|----------------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |

The intent of this clause is to demonstrate that injured crew are not forced to stay with the vessel during a fishing trip against their will.

Crew Personal Documentation

2.25 A secure location/locker is provided for each crew member to keep individual personal documentation so that all crew have free access to their personal documents at all times.

| | | | | | |
|---------------------------|------------------|-------------------|--------------------|----------------------|----------------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |

The intent of this clause is to ensure that each crew member has exclusive access to their own lockable storage space in order to securely store their personal documents.

Crew Freedom of Movement & No Forced Labor

2.26 Each crew member is fully aware of their employment rights to either join or leave the vessel, and freely makes this decision.

| | | | | | |
|---------------------------|------------------|-------------------|--------------------|----------------------|----------------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |

The intent of this clause is to demonstrate all crew are aware of their rights while in port and recognize that lack of freedom of movement can affect wellbeing.

Crew Freedom of Association

2.27 The applicant shall have a policy in place that respects the rights of every crew member to be able to have freedom of association and the right to collective bargaining.

| | | | | | |
|---|------------------|-------------------|---|----------------------|----------------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |
| Supplementary Clause compliance time limit | | | 12 months from initial certification | | |

The intent of this clause is to demonstrate that there is a policy in place to cover freedom of association and collective bargaining, recognizing the importance of these rights for crew wellbeing.

Child Labor

2.28 The vessel owner will not recruit crew who are under the age of 16 years old.

- 2.28.1 Young workers that are recruited between the age of 16 and 18 years old will be protected from risks and hazards specific to their age and in line with those activities identified within the health and safety risk assessment.
- 2.28.2 Young workers between the age of 16 and 18 years old will have completed compulsory education before joining full-time work.
- 2.28.3 Full-time apprentices will be allowed from the age of 16 years old but will have completed compulsory education.
- 2.28.4 Full-time apprentices will receive adequate training and support as part of the apprenticeship and will be protected from risks and hazards in line with those activities identified within the health and safety risk assessment.
- 2.28.5 For vessels that operate for more than 30 days at sea during a single fishing trip, no crew members under the age of 18 years old shall be employed or recruited.

| | | | | | |
|---------------------------|------------------|-------------------|--------------------|----------------------|----------------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |

The intent of these clauses is to prevent the use of child labor on certified vessels and recognize that young workers and young persons require specific protection.

Section 2 - Crew Health and Safety

The intent of this section is to give make sure that the crew are fully equipped to mitigate risks to their personal safety and that of the other crew members when working on this vessel. The section will also demonstrate that the crew living conditions on board are acceptable.

Safety at Sea

Vessel Operation Safety Requirements at Sea

- 2.29 Prior to any fishing trip, the applicant shall demonstrate that the vessel has the appropriate medical equipment and medicines on board with enough supplies for the number of crew and the length of the trip.

| | | | | | |
|---------------------------|------------------|-------------------|--------------------|----------------------|----------------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |

- 2.29.1 At least one crew member shall have received additional first aid training to administer first aid and use all medical equipment on board the vessel.

| | | | | | |
|------------------------|------------------|--|--|----------------------|--|
| Clause category | Essential | | | Supplementary | |
|------------------------|------------------|--|--|----------------------|--|

| | | | | | |
|---------------------------|------------|-------------------|--------------------|-----------------|----------------------|
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |
|---------------------------|------------|-------------------|--------------------|-----------------|----------------------|

2.29.2 All medical supplies used on the vessel shall be within their use by date.

| | | | | | |
|---------------------------|------------------|-------------------|--------------------|----------------------|----------------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |

The intent of these clauses is to demonstrate that sufficient and appropriate medical equipment, medicines and trained crew are on board the fishing vessel for the duration of the trip.

2.30 A log of all machinery training undertaken by crew members shall be maintained within the vessel's records to demonstrate that they have been trained to operate the fishing gear and machinery.

| | | | | | |
|---------------------------|------------------|-------------------|--------------------|----------------------|----------------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |

The intent of this clause is to mitigate the risk of accident or injury through lack of training by demonstrating that all crew have been trained in the operation of machinery and equipment.

2.31 All chemicals used at sea as part of the fishing operation shall be correctly labelled, stored and used within their expiration dates.

| | | | | | |
|---------------------------|------------------|-------------------|--------------------|----------------------|----------------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |

The intent of this clause is to mitigate the risk of accidental or improper use of chemicals and to minimize the risk of crew health and safety issues.

2.32 The applicant shall demonstrate that all crew designated to use chemicals have been correctly trained and have the correct personal protective equipment.

2.32.1 A record of the chemical use training given to each crew member shall be maintained in the vessel's documents.

| | | | | | |
|------------------------|------------------|--|--|----------------------|--|
| Clause category | Essential | | | Supplementary | |
|------------------------|------------------|--|--|----------------------|--|

| | | | | | |
|--------------------|-----|---------|-------------|----------|---------------|
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |
|--------------------|-----|---------|-------------|----------|---------------|

The intent of these clauses is to demonstrate the applicant has provided adequate training to effectively mitigate the risks associated with use of chemicals to the user, products and the vessel.

Safety Equipment

2.33 All dedicated safety equipment shall always be accessible.

| | | | | | |
|--------------------|-----------|---------|-------------|---------------|---------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |

2.34 All equipment that is dedicated as a safety requirement shall be provided by the vessel owner at no cost to the crew member.

| | | | | | |
|--|-----------|---------|--------------------------------------|---------------|---------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |
| Supplementary Clause compliance time limit | | | 12 months from initial certification | | |

The intent of these clauses is to demonstrate that safety equipment use is not compromised due to inaccessibility and that the crew are not expected to pay for required Personal Protective Equipment (PPE, as defined in clause 2.38).

2.35 The crew's safety equipment shall be operational and be correctly maintained/serviced by the vessel owner for its effective use.

2.35.1 The applicant shall demonstrate that all the documented records demonstrating compliance with the maintenance and service requirement for the crew safety equipment are retained within the vessel's documentation systems.

| | | | | | |
|--------------------|-----------|---------|-------------|---------------|---------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |

The intent of this clause is to demonstrate that the effectiveness of safety equipment is not compromised due to inoperability and that evidence can be presented regarding equipment servicing to demonstrate due diligence.

2.36 If remote safety detection equipment is used, it shall be positioned and maintained to effectively detect leaks (e.g. smoke, carbon monoxide, fire, water ingress).

2.36.1 Remote safety detectors, if present, shall continue to be operational when the vessel is in port using shore-based electrical power supplies if available.

| | | | | | |
|---------------------------|------------------|-------------------|--------------------|----------------------|----------------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |

The intent of this clause is to demonstrate that remote safety detection equipment is placed in locations within the vessel where detection of target emissions/leaks etc. is most likely.

2.37 All hazardous machinery identified by the health and safety risk assessment shall either be fitted with a functional emergency cut off or stop buttons that are operational and within reach of the operating crew member or shall be fitted with a guard mechanism.

| | | | | | |
|---------------------------|------------------|-------------------|--------------------|----------------------|----------------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |

The intent of this clause is to offer protection from risk during operation of hazardous machinery and to offer accessible contingency plans in stopping the machinery in the event of emergency.

2.38 Personal Protective Equipment (PPE) including, but not limited to, safety boots, hats, ear protectors, safety-glasses shall be available and worn by all persons conducting fishing and catch storage operations as required to comply with the health and safety risk assessment.

| | | | | | |
|---------------------------|------------------|-------------------|--------------------|----------------------|----------------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |

The intent of this clause is to mitigate the risk of injury during the course of operational activities.

2.39 All crew shall either wear Personal Flotation Devices (PFD) or safety harnesses when in areas of the vessel where the health and safety risk assessment deems it necessary.

2.39.1 The vessel shall carry sufficient PFDs for all persons on board the vessel, including any visitors.

2.39.2 If the health and safety risk assessment deems that survival suit protective gear is required to combat extreme conditions, then these shall be present for all persons aboard the vessel.

| Clause category | Essential | | | Supplementary | |
|--------------------|-----------|---------|-------------|---------------|---------------|
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |

The intent of these clauses is to reduce the risk of persons falling overboard and increase the chance of survival and recovery should this occur.

2.40 For single-person operated vessels, the fisher shall have an operational personal distress/locator device.

| Clause category | Essential | | | Supplementary | |
|--------------------|-----------|---------|-------------|---------------|---------------|
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |

The intent of this clause is to increase the chance of survival and detection in the event of an accident and/or emergency.

2.41 Life rafts/boats, if on board, shall have the capacity to accommodate all the crew and any persons on board the vessel when the vessel is at sea.

| Clause category | Essential | | | Supplementary | |
|--------------------|-----------|---------|-------------|---------------|---------------|
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |

The intent of this clause is to demonstrate that all persons on board have a safe alternative platform for refuge following vessel abandonment.

Crew Living Conditions

The intent of this section is to demonstrate that adequate facilities and conditions are provided for and maintained in order to maximize crew safety, comfort and wellbeing.

Location of Accommodation

2.42 All crew accommodation - in particular, the sleeping areas – shall be situated behind the collision damage bulk head.

| Clause category | Essential | | | Supplementary | |
|--------------------|-----------|---------|-------------|---------------|---------------|
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |

The intent of this clause is to demonstrate that crew are afforded the maximum protection possible in the event of collision. [Not applicable to vessels at sea for less than 24 hours unless accommodation is used during this period].

Fire Prevention

2.43 The applicant shall demonstrate that there are designated areas where the crew can smoke and where they cannot.

2.43.1 All crew members and visitors shall comply with these provisions.

| | | | | | |
|---------------------------|------------------|-------------------|--------------------|----------------------|----------------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |

2.44 All designated fire exits/escapes shall be identified, accessible, operational, unlocked and without mechanisms fitted that allow them to be left permanently open.

2.45 All fire extinguishers shall be appropriate, accessible, functional and serviced within the manufacturer's recommended time frames.

2.46 The fire alarms, if fitted, shall be operable and audible from within the crew sleeping areas.

| | | | | | |
|---------------------------|------------------|-------------------|--------------------|----------------------|----------------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |

The intent of these clauses is to demonstrate that the safety of all persons on board and the integrity of the vessel are maintained in the event of fire breaking out.

Crew Sleeping/Rest Areas Requirements

2.47 The areas of the vessel used by the crew to rest or sleep shall be in structurally good condition.

| | | | | | |
|---------------------------|------------------|-------------------|--------------------|----------------------|----------------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |

2.48 All air ventilation ducts/systems used shall be fully operational and effectively maintained.

| | | | | | |
|---------------------------|------------------|-------------------|--------------------|----------------------|----------------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |

2.49 Crew sleeping areas shall have some insulation material fitted to reduce noise from the vessel engines and fishing operations machinery.

| | | | | | |
|---|------------------|-------------------|---|----------------------|----------------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |
| Supplementary Clause compliance time limit | | | 12 months from initial certification | | |

2.50 The sleeping areas used by the crew shall not directly open onto the engine, catch storage or processing rooms.

| | | | | | |
|---------------------------|------------------|-------------------|--------------------|----------------------|----------------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |

The intent of these clauses is to demonstrate that crew have a place to relax and rest which is ventilated, insulated and separated from work areas.

2.51 All crew members and visitors on board have a designated bunk/berth for the entire duration of their designated rest periods.

| | | | | | |
|---------------------------|------------------|-------------------|--------------------|----------------------|----------------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |

2.51.1 If a vessel is at sea for longer than 72 hours on a single fishing trip, each crew member shall have their own bunk/berth.

| | | | | | |
|---------------------------|------------------|-------------------|--------------------|----------------------|----------------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |

2.52 If a mixed gender crew is employed on a vessel, separated designated sleeping areas shall be provided for all genders, as far as reasonably practical.

2.52.1 Where vessels operate with mixed gender crews and are at sea for more than 72 hours, accommodation shall demonstrate privacy for all genders.

| | | | | | |
|------------------------|------------------|--|--|----------------------|--|
| Clause category | Essential | | | Supplementary | |
|------------------------|------------------|--|--|----------------------|--|

| | | | | | |
|--------------------|-----|---------|-------------|----------|---------------|
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |
|--------------------|-----|---------|-------------|----------|---------------|

The intent of these clauses is to demonstrate that all crew members have a designated place to rest which accommodates privacy.

Galley/Food Production Area Requirements

2.53 All cooking and heating appliances used on the vessel shall be in structurally good condition and not pose a health or safety risk to the operator or vessel.

| | | | | | |
|--------------------|-----------|---------|-------------|---------------|---------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |

2.54 All food provisions shall be stored to avoid the risk of harmful contamination.

| | | | | | |
|--------------------|-----------|---------|-------------|---------------|---------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |

2.55 The galley/cooking area shall have a suitably equipped hand washing facility.

| | | | | | |
|--------------------|-----------|---------|-------------|---------------|---------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |

2.56 All crew shall have continuous access to potable water that is clearly identifiable and accessible.

| | | | | | |
|--------------------|-----------|---------|-------------|---------------|---------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |

2.57 The galley/cooking area shall be maintained in a structurally good condition that can be effectively cleaned.

| | | | | | |
|--------------------|-----------|---------|-------------|---------------|---------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |

2.58 The galley/cooking area shall be maintained in a clean condition.

| | | | | | |
|---------------------------|------------------|-------------------|--------------------|----------------------|----------------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |

2.59 For vessels operating on fishing trips of 24 hours or more, they shall be equipped with suitable refrigerated storage.

| | | | | | |
|---------------------------|------------------|-------------------|--------------------|----------------------|----------------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |

The intent of these clauses is to demonstrate that any food given to the crew is fit for human consumption to prevent the risk of food poisoning and to demonstrate that they have enough food and water to sustain a good quality of life.

Washing and Sanitation Requirements

2.60 At all times the crew shall have access to sanitation and washing facilities that are clean, and operational.

| | | | | | |
|---------------------------|------------------|-------------------|--------------------|----------------------|----------------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |

2.60.1 The sanitary facilities shall offer privacy to the user.

| | | | | | |
|---------------------------|------------------|-------------------|--------------------|----------------------|----------------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |

The intent of this clause is to demonstrate that sanitation and washing areas are maintained in a clean and operational condition.

Crew Communication Provisions

2.61 All crew shall have the right to access a confidential, free, real time communication link, appropriate for the length of the fishing trip, with which to contact family and friends when out at sea.

| | | | | | |
|---|------------------|-------------------|---|----------------------|----------------------|
| Clause category | Essential | | | Supplementary | |
| Clause application | All | >72 hrs | 24 - 71 hrs | Day trip | Single hander |
| Supplementary Clause compliance time limit | | | 12 months from initial certification | | |

The intent of this clause is to demonstrate the crew have access to an accessible and confidential communication link, mitigating the risk of isolation where trip durations are significant.

Appendix One: Key Definitions

Agency crew (Agency worker)

An individual who:

- Is supplied by a temporary work agency to work temporarily for and under the supervision and direction of a hirer; and
- Has a contract with the temporary work agency which is:
 - a contract of employment with the agency, or
 - any other contract to perform work and services personally for the agency.

Applicant

The owner and/or skipper/master/captain and/or group representative that together will formally apply to be assessed against the RFVS.

Child

A person who is under the age of 18 years old.

Child Labor

Any work undertaken by a person below the age of 16 years on board an RFVS vessel.

Commercial fishing

All fishing operations, including fishing operations on rivers, lakes or canals, with the exception of subsistence fishing and recreational fishing.

Competent authority

The minister, government department or other authority who has the power to issue and enforce regulations, orders or other instructions having the force of law in respect of the subject matter of the provision concerned.

Crew

The skipper/master/captain and all persons employed or engaged in any capacity on board a fishing vessel on the business of that vessel, including observers but not including family members under the age of 16.

Day trip

Any vessel, irrespective of length or crewing level, that remains continually at sea for less than 24 hours in any one trip, unless exceptional or unforeseen circumstances are present.

Employed Crew

A crew member directly employed by the vessel owner under a contract of service to crew the vessel, with statutory rights of an employed mariner under national legislation.

Family member

A child of either of the parents, or legal guardian, who skipper or captain a vessel on a regular basis, not including those of temporary relief skippers or captains.

(Fisher or harvester)

Every person employed or engaged in any capacity or carrying out an occupation on board any fishing vessel, including persons working on board who are paid on the basis of a share of the catch but

excluding pilots, naval personnel, other persons in the permanent service of a government, shore-based persons carrying out work aboard a fishing vessel and fisheries observers.

Fishing Trip (Length of trip)

The time from which a fishing vessel departs port to undertake fishing operations until its return to port to land its catch.

Fishing vessel or Vessel

Any ship or boat, of any nature whatsoever, irrespective of the form of ownership, used or intended to be used for the purpose of commercial fishing.

Fishery

A fishery as a unit determined by an authority or other entity that is engaged in raising and/or harvesting fish. Typically, the unit is defined in terms of some or all of the following: the people involved, the species or type of fish, area of water or seabed, method of fishing, class of boats and purpose of the activities.

Forced Labor

All work or service which is exacted from any person under the menace of any penalty and for which the said person has not offered himself voluntarily. This includes other unethical labour practices recognised under law as forced labour, including debt bondage, human trafficking and other forms of modern slavery.

Illegal Fishing

Refers to fishing activities conducted by foreign vessels without permission in waters under the jurisdiction of another state, or which contravene its fisheries law and regulations in some other manner.

Illegitimate Harvesting Methods

Using poisons, explosives and shooting as methods of catching, fishing or controlling predation are deemed to be illegitimate.

Legal Fishery

Uses a system of rules which a particular country or region recognizes as regulating the actions of its members and which it may enforce by the imposition of penalties.

Labour Recruiter (Recruitment Agency)

Recruitment and placement service including any person, company, institution, agency or other organization, in the public or the private sector, which is engaged in recruiting fishers on behalf of, or placing fishers with, fishing vessel owners.

Recruitment fees or 'related costs'

Refers to any fees or costs incurred in the recruitment process in order for workers to secure employment or placement, regardless of the manner, timing or location of their imposition or collection.

Remuneration

The pay or other financial compensation provided in exchange for services performed by the crew.

Share (Self-Employed) Fisher

A share fisher is self-employed and has been classified as someone who:

- Has an agreed work agreement but is not employed under a contract of service;
- Is skipper/master/captain or a crew-member of a fishing boat manned by more than one person; and
- Gets all or part of their pay by sharing the profits or gross earnings of the fishing boat.

Skipper/master/captain

The fisher having command of a fishing vessel.

Single-hander or Single-handed or Single-person operated

Any vessel that ordinarily conducts fishing operations with only one person on board.

Trans-shipment

The shipment or off-loading of goods from a fishing vessel and loading to another vessel while out at sea.

Vessel owner or Fishing vessel owner or Owner

The owner of the fishing vessel or any other organization or person, such as the manager, agent or bareboat charterer, who has assumed the responsibility for the operation of the vessel from the owner and who, on assuming such responsibility, has agreed to take over the duties and responsibilities imposed on fishing vessel owners in accordance with the Convention, regardless of whether any other organization or person fulfils certain of the duties or responsibilities on behalf of the fishing vessel owner.

Work

Any activity involving mental or physical effort done in order to achieve a purpose or result, whether for remuneration or not.

Work agreement

A contract of employment, articles of agreement or other similar arrangements, or any other contract governing a fisher's living and working conditions on board a vessel.

Young person

A person between the ages of 16 and 18 years old.

Young worker

A crew member between the ages of 16 and 18 years old.

Appendix Two: Acronym Glossary

Acronym Long name

| | |
|--------|---|
| AIS | Automatic Identification System |
| CO | Carbon Monoxide |
| ETP | Endangered, Threatened, Protected (species) |
| FAO | Food and Agriculture Organisation of the United Nations |
| ILO | International Labour Organization |
| IMO | International Maritime Organization |
| ISO | International Organization for Standardization |
| MARPOL | The International Convention for the Prevention of Pollution from Ships |
| MGN | Marine Guidance Note |
| NGO | Non-Governmental Organization |
| PPE | Personal Protective Equipment |
| RFMO | Regional Fisheries Management Organisation |
| UVI | Unique Vessel Identifier |
| VMS | Vessel Monitoring System |