



**TO ALL COMMISSION MEMBERS, COOPERATING NON-MEMBERS,  
PARTICIPATING TERRITORIES AND OBSERVERS**

Circular No.: 2024/29

Date: 30 May 2024

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**Work to develop a WCPFC CMM on labour standards onboard fishing vessels.**

Dear all

Many thanks to those that participated in the workshop on 21 May 2024 to advance the work on the draft labour standards conservation and management measure. It was a very constructive session.

Please find attached two documents to support the next stages of this work:

- Notes from 21 May workshop + proposals from co-Chairs in response.
- Updated A3 landscape version of the text.

The **notes from the 21 May 2024 workshop** have been checked against the recording of the workshop – they should be a reasonably accurate, although abbreviated, reflection of comments at the workshop. Participants are welcome, however, to provide any amendments **by 13 June**.

At several points, **particular members suggested they would provide possible text** for consideration. This is highlighted in **red** in the first document containing the notes of the 21 May workshop. It would be helpful if those members could provide this proposed text (or, if appropriate, comment on the relevant text proposed by the co-Chairs) **by 13 June**.

To try and make progress, the **co-Chairs have proposed some text** for consideration. This either responds to the discussion on 21 May or proposes agreement on text if there were no further comments. This text is set out in **blue** in *both* the above documents – it is not set in concrete and is proposed as an attempt to facilitate agreement. Comments on the proposed text from the co-Chairs is welcome **by 13 June**.

As set out in the work plan (attached), documents incorporating feedback received by 13 June will be circulated by 17 June ahead of the next workshop scheduled for 19th June (1.00pm – 4.30pm Pohnpei time). The agenda for this workshop is likely to follow a similar format to the 21 May workshop – but will be provided closer to the time.

Please provide all comments to Heather Ward ([heather.ward@mpi.govt.nz](mailto:heather.ward@mpi.govt.nz)) and Putuh Suadela ([putuhsuadela@gmail.com](mailto:putuhsuadela@gmail.com)), as well as the Secretariat ([wcpfc@wcpfc.int](mailto:wcpfc@wcpfc.int)). If you have any questions feel free to contact us.

Yours sincerely

Heather Ward & Putuh Suadela.

## Schedule for developing a WCPFC

### Conservation and Management Measure on Crew Labour Standards 2024

<p><b>3 May</b></p>	<p>Opportunity for CCMs to provide further comments on <i>current text</i> of draft CMM on labour standards emailed to co-Chairs (cc: WCPFC Sec) – due 3 May.</p> <ul style="list-style-type: none"> <li>➤ See current text (15<sup>th</sup> Nov 2023): <a href="#">Update from Co-Chairs on Intersessional Work to Improve Crew Labour Standards   WCPFC Meetings</a></li> <li>➤ Updated text of draft CMM (incorporating comments) posted on WCPFC website by 15 May.</li> </ul>
<p><b>21 May (1.00pm – 4.30pm Pohnpei time)</b></p>	<p><b>First virtual workshop</b> (2024) to discuss the text of the draft CMM</p>
<p><b>Late May – early June</b></p>	<ul style="list-style-type: none"> <li>➤ Text with any changes from first workshop circulated/posted by 28 May.</li> <li>➤ Opportunity for CCMs to provide further comments to co-Chairs by email on the draft text of the CMM – due 13 June.</li> <li>➤ Updated text of draft CMM (incorporating comments) circulated/posted by 17 June.</li> </ul>
<p><b>19 June (1.00pm – 4.30pm Pohnpei time)</b></p>	<p><b>Second virtual workshop</b> (2024) to discuss the text of the draft CMM</p>
<p><b>Late June – early September</b></p>	<ul style="list-style-type: none"> <li>➤ Text with any changes from second workshop circulated/posted by 26 June.</li> <li>➤ Opportunity for CCMs to provide further comments to co-Chairs by email on the draft text of the CMM – due 28 August.</li> <li>➤ Updated text of draft CMM (incorporating comments) circulated/posted by 4 September.</li> </ul>
<p><b>25 September – 1 October – time tbc</b></p>	<p><b>WCPFC Technical and Compliance Committee (TCC20)</b> – hybrid session on crew labour standards in the margins.</p>
<p><b>October</b></p>	<ul style="list-style-type: none"> <li>➤ Text with any changes from TCC discussions circulated/posted by 9 October.</li> <li>➤ Opportunity for CCMs to provide further comments to co-Chairs by email on the draft text of the CMM, ahead of submission to WCPFC – due by 23 October.</li> <li>➤ Updated text of draft CMM (incorporating comments) circulated/posted on WCPFC website by 31 October.</li> </ul>
<p><b>1-6 December 2024</b></p>	<p><b>WCPFC21</b> – finalise and adopt CMM on labour standards</p>

## Fourth WCPFC Workshop on Labour Standards on fishing vessels, 21 May 2024

### Chairs:

Heather Ward, New Zealand + Putuh Suadela, Indonesia

### Attendees

CCMs: Australia, Canada, China, Fiji, Indonesia, Japan, Nauru, New Zealand, Papua New Guinea, Republic of Korea, Republic of Marshall Islands, Chinese Taipei, United States of America.

Observers: Advocates for Public Interest Law (APIL), Australian National Centre for Ocean Resources and Security (ANCORS), Conservation International (CI), Global Fishing Watch (GFW), International Seafood Sustainability Foundation (ISSF), Organisation for the Promotion of Responsible Tuna Fisheries (OPRTF), Pacific Community (SPC), Pacific Islands Forum Fisheries Agency (FFA), Parties to the Nauru Agreement (PNA), World Wide Fund for Nature (WWF).

### Introduction

Chair:

- Comments on the text received from a range of members and observers: Japan, Chinese, Taipei, Marshall Islands, Canada, FFA, WWF and PNG Fishing Association
- Intention to go through the whole text – as set out in the agenda.
- Key outstanding issues: area of application; the binding elements of the CMM; the minimum conditions required on vessels; requirements in event of a death; crew member missing/fallen overboard; and allegations of mistreatment.
- Need to bear in mind, how we give effect to the obligations in the draft CMM – whether the text is legally doable for members; but also whether it is doable in a practical sense (i.e. on the fishing vessel). Remembering also our primary interest to improve the conditions on board fishing vessels for crew.
- Need to consider the use of standardised terms: e.g. consistently refer to owners and/or operators of fishing vessels; consistent use of “involuntary or compulsory labour” vs “forced or compulsory labour”.
- Audit Points: started to draft Audit Points – they will evolve as the text evolves. Takes into account the conclusions from the Lead on APs, including distinctions between implementation and reporting obligations:
  - Implementation obligations: where CCMs must take control or action over vessels/operators/masters/crew; requires a national binding measure + description of how the CCM is monitoring and responding to potential infringements.
  - Reporting obligations: where the required action is triggered by an event – should be a reporting obligation. Or where a specific action is required from national authorities or officers as part of national procedures or policies.

### Preambular Paragraphs

**PP1:** CA: Clarify the list - servitude, bonded labour, forced labour, child labour and other human rights abuses onboard fishing vessels. As drafted now, these aspects are considered in the context of human trafficking. Is that the intent?

US: Not the right formulation – concern about “on-going instances” and other language. **Will offer to provide draft text for next meeting.**

**General:**

CN: The text is missing an important point regarding the composition of the crew. For most DWFN fleets, more than half of the crew are migrants/non-nationals – this is a key element. Request consideration of the constitution of the crew, noting the significance of migratory crew working on vessels. Could include something in the preambular paragraph. **We will draft something for the next meeting – this is a missing element.**

ID: Suggest inclusion in the preambular paragraphs of additional three standards: (i) 1995 International Convention on Standards of Training, Certification and Watchkeeping for Fishing Vessel Personnel [1995-STCW.pdf \(nus.edu.sg\)](#); (ii) 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 (Agreement) [Session \(imo.org\)](#); and (iii) in relation to the issue of burial at sea, the International Medical Guide for Ships, [untitled \(who.int\)](#).

**Chairs’ proposals for preambular paras:**

<p><b>Pp1: Concerned</b> about poor labour conditions for crew members onboard fishing vessels, including forced or compulsory labour and other mistreatment, such as human trafficking, servitude, bonded labour, child labour and other human rights abuses;</p>	<p>Deletion of “ongoing instances of” and “instances”. Use of standard reference to “forced or compulsory labour and other mistreatment” – these are defined in the proposed annex. Deletion of superfluous language for clarity.</p>
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**Noting** the 1995 International Convention on Standards of Training, Certification and Watchkeeping for Fishing Vessel Personnel which promotes safety at sea for the crews of fishing vessels by setting certification and minimum training standards.

**Noting** the 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 which sets minimum safety requirements for fishing vessels of 24 metres in length.

**Recalling** the guidance on death at sea, including burial at sea, set out in the International Medical Guide for Ships

**Paragraph 1 & 2 alternatives for para 1: Area of Application**

KR: Reiterate previous comments. CMM would not apply to the territorial waters – no matter which three options for para 1. If not the case – KR would need to reserve the right to introduce a new position of change its existing position.

LGL (Penny Ridings): Understanding is that WCPFC CMMs do not normally apply to the TS. Convention Area is very broad – difficulty between the text of the Convention and the understanding that the Convention Area does not normally apply to the TS. To ensure it is absolutely clear – useful

to have in the CMM a specific exclusion for TS and AW – that would make it very clear with no ambiguity. Or have that understanding as part of the meeting record to help with the interpretation.

KR: Can go along with either two options. **Will consider a specific text by next meeting.**

ID: Agree on specific exclusions relating to territorial seas.

CN: Flexible – but prefer that CMM only cover HS. FFA already has regulation for crew standards in EEZs, as a condition for licenses. If the CMM only deals with labour standard on HS then this would reduce the workload for all CCMs.

US: Some flexibility on options. But strong preference is that EEZ should be included – live with OP1 or 2<sup>nd</sup> ALT. Do not prefer 1<sup>st</sup> ALT. Some conditions for operation of EEZs. Convention Area covers both HS and EEZs – maintain it that way. Important for US to have some applicability to EEZs.

KR: para (iv) of 2<sup>nd</sup> ALT – this is not a category – more appropriate to have as a stand alone para. US: fine to have as a stand alone para – this para comes from para 2 of the observer safety measure (CMM 2017-03).

JP: flexible with the three options. Option 1 is clear – recognises which vessels are subject to the obligation – can check with the WCPFC RFV. Other two options could be workable. If focus on HS – then ALT 1 could be candidate. ALT 2 is similar to observer obligation – can go along with that. Vessels operating *only in EEZs* should be excluded – that is important. On that basis JP is flexible.

CT: In beginning there were only two options – HS OR HS & EEZ. But also need to focus on what kind of vessels are covered by the CMM. CT prefer that only include vessels on the WCPFC RFV – i.e. OP1. On US test (ALT 2) – have similar ideas – but will consult to check common understanding of the intention and what vessels would be covered.

CN: Similar view to JP – if vessel operating only in its own jurisdiction, then it should be excluded. Just as for VMS. With regard to OP1 and reference to WCPFC RFV – more than 60 Chinese vessels on RFV which only operate in China’s EEZ. So would have difficulty with that reference.

PNG FIA: 2<sup>nd</sup> ALT is ideal. Need to consider crew being transported by FVs in different parts of the Convention Area. Noting also reference to migrant workers.

ID: Clarify ALT 2 whether CCM fit in either category or in all categories?

US: Clarify – don’t pick amongst the options – the CCM would apply to any vessel operating in any one of those categories (i.e. if a vessel fishes only in HS, the CMM would apply; if the vessel fishes in HS and in 1 or more EEZ, the CCM would apply; if the vessel fishes in 2 or more EEZs, the CCM would apply).

#### Chairs’ proposals for para 1:

Note: Only paragraphs where the Chairs’ are proposing changes to text, in response to the discussions on 21 May, are copied here. Please also see separate document for full text of the draft CMM.

<p>This measure shall apply to the following categories of fishing vessels authorized to fish in the Convention Area*:</p> <ul style="list-style-type: none"><li>i) vessels fishing exclusively on the high seas in the Convention Area; and</li><li>ii) vessels fishing on the high seas and in</li></ul>	<p><b>Comment:</b> text remains as proposed by the US, with (iv) turned into a stand alone paragraph.</p>
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<p>coastal State waters while under the jurisdiction of one or more coastal States; and</p> <p>iii) vessels fishing under the national jurisdiction of two or more coastal States.</p> <p>Nothing in this measure shall prejudice the rights of relevant CCMs to enforce their laws with respect to the safety of crew consistent with international law.</p> <p>*Footnote: It is understood that this CMM does not apply to territorial seas or archipelagic waters.</p>	<p>In addition, a footnote has been added to provide clarity that the CMM does not apply to territorial seas or archipelagic waters.</p>
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### **Paragraphs 2 & 3: [Giving effect to the CCM]**

RMI: Content of this paragraph – should relate to “minimum working conditions required onboard fishing vessels”. [Chair: probably relates to heading for para 4?]

CN: 2: No difficulty with para 2. China’s national regulations from 2020 cover crew on fishing vessels. In April – new regulations were issued to cover non-national crew – this has been translated into English and emailed to the Secretariat to provide to the co-Chairs.

JP: Title: The title of this section – does not fit with the contents of these two paras – they are part of the area of application. Suggest that title be deleted.

CN: 3: Para 3 is linked with area of application. If WCPFC decides that vessels operating solely in EEZ are *not* excluded from the CCM – then the language should be “shall” adopt legal binding mechanisms. But if WCPFC decides to exclude vessels operating exclusively in EEZ – then the language should only be “may”.

CN: 2: Para 2 – CCMs are “encouraged” to have national legislation. There may be a way to make this stronger. If CCM is adopted – there should be an Audit Point for this obligation. Can come back to this.

US: 3: If it is decided that vessels fishing solely in EEZ *are included* in the CMM, then para 3 is not needed. Para 3 is only necessary if we exclude vessels which fish solely in their own EEZs. Para 3 is an encouragement for CCMs to do something with those vessels in zone. We will need to finalise para 1 before can decide on para 2 & 3.

PNG FIA: 2: Footnote to para 2 in relating to crew “includes all persons of any age” – needs rewording – should include “all persons of age”, instead of “any age”, i.e. excludes children, includes mature people.

US: 2: Concerned with that edit – the text was worded to deliberately ensure that if children aboard, they would be included and covered by any national legislation – not excluded. Need to be subject to the protections.

PNG FIA: Contractual agreement relating to crew.

CN: 2: China has a compulsory requirement for people to above 18 years to be employed on fishing vessel. So difficult to include crew of “any age”.

**Chairs' proposals for para 2 and 3:**

<p>In order to give effect to this Measure, CCMs are encouraged to make every effort to have relevant national legislation which fully extends to all crew* working on fishing vessels flying their flag in the areas set out in paragraph 1.</p> <p>*Footnote 1: Crew includes all persons of any age on board a fishing vessel.</p>	<p>Comment: Addition of “In order to give effect to this Measure”. Area of application is now defined as “in the areas set out in paragraph 1”. The specific requirements elsewhere in CMM are binding.</p> <p>No change made to footnote to ensure that the CMM applies to crew members of any age, including young people – should they be employed on board the fishing vessel.</p>
<p>In addition to the requirements of this Measure, CCMs may adopt legally binding mechanisms, such as licensing conditions, for vessels fishing solely within its exclusive economic zone.</p>	<p>Comment: Addition of: “In addition to the requirements of this Measure”. This is to signify that <i>if</i> CCMs want to, they can take further steps such as legally binding licensing conditions – but this is not a requirement of the CMM.</p>

**Paragraph 4: Minimum Working Conditions on board fishing vessels**

Chair: not need to subsequently amend area of application and ensure consistency of terms: owner and/or operator.

CN: (iii) regarding contract or agreement with crew member. Chapeau relates to owner and/or operator of FV. Difficulty because have non-national crew – over half of the crews operating in the WCPFC area. The contract is therefore between non-national crew and the manning company, located in the source country for the crew. The flag State cannot deal with that company located in another country. Contract is signed between crew and manning company – always a problem for the flag CCM. This obligation should be a joint obligation between the flag CCM and the CCM where the manning company is located. Important element for this delegation.

CN: (iii): (i) and (ii) are obligations for the flag State as the crew are operating on the vessel. But problem with (iii): flag CCM cannot manage the manning company which is located in another country. The crew’s contract is with the manning company.

US: (iii): Understand the point that China is making. But, as noted before, at WCPFC we can only bind the member countries to WCPFC CMMs. So flag States can make requirements for the vessels that we flag – even if there is a manning company involved. We can still require the Capt and the owner of the fishing vessel to have obligations for the crew contract/agreement. Recognise the existence of manning agencies – but they are not bound by WCPFC. Need to focus on what we can actually bind. Important element of protecting the crew on vessels. Some questions relating to “employer” terminology. Need to focus on the flag State and what we can manage under WCPFC.



CN: (iii): Understand US. Not removing (iii). Noted China's new regulation relating to non-national crews on China flagged vessels. Have already requested vessel owner and/or operators to do this. This is no problem. But consider that the obligation should be a joint one – for both the flag CCM and the CCM in which the manning company is located (e.g. PH, ID, VN). Examples where the manning company has gone bankrupt – in that case, how are the salaries for the crew paid? In this case, the CCM of the manning company which has gone bankrupt should have a responsibility.

RMI: (iii): responsibility – owner, operator or a third party? Very clear in UNCLOS art 94 (3) (b). And also ILO Convention 188. Support the US.

CN: (iii): Understand it is the primary obligation of the flag State to ensure safety of crew – but we are now talking about detailed conditions (e.g. contracts) – these are agreed between the crew and the manning company prior to the departure of the vessel on the fishing trip. So the obligation is that of the manning company and that CCM. At that point, the obligation of the flag State has not started.

US: (iii): Important point. No such thing as manning CCM in WCPFC Convention, UNCLOS or elsewhere. This is the responsibility of the flag State – responsibility of owner/operator to do right thing for their crew. As flag States, we can put requirements in place for owners/operators related to the manning companies. There are no manning CCM at WCPFC – there is no ability to bind them through WCPFC CMMs.

CN: (iii): Understand that it is the obligation of the flag State. Our legislation has already set that. But if the flag State ask the owner/operator to carry the responsibility, and the crew enter onto the vessel – but do not have a written contract or do not understand the terms of the contract (with the manning company). How do we make a judgment? Who has the power? That is why we think it should be a joint obligation. Based on current international law, we know there is no reference to a manning company. But since we are talking of a new measure, we need to create the term relating to manning company – otherwise this new measure will be meaningless.

CN: (v) question on who provides the “documented” evidence of regular remuneration? Suggest this should be deleted – requires judgement – an additional Audit Point. Chair:

US: (v): want to ensure that crew are paid fairly. Language is circular. Some terminology is hard to verify in a binding paragraph. Don't want to lose important aspects of this para: decent and regular remuneration (crew at sea for months); accessible by crew (able to be used by crew and sent to family etc).

CN: (v) –remuneration accessible by crew. Under China's new regulations – asked owner to request that manning company establish separate bank account for each crew member. But have not raised in this context. Understand that this would be difficult for other CCMs. Intention – accessible – again, this should be a joint obligation. Manning company have obligation to establish bank account for the crew – flag CMM cannot control the situation. This is a joint obligation.

CA: (v): aim was to add qualifiers to (v). Understand US comments on circular – so take that back. Good to have a minimum period for regular remuneration so can assess this. Important that there are independent means of accessing remuneration if onboard vessels for a long time – crew may need to transfer money to family etc.

JP: (v) accessible to crew through “independent means” – what does this mean? The bank transfer record and documentation of money transfer are independent. Otherwise it is confusing. CA proposed minimum regular remuneration of x months – but this depends on the contract between

the crew and the manning company – depends on the fishing practice. Prefer original language – “for example, monthly or quarterly” – should not define the intervals for remuneration – depends on members’ domestic laws etc.

CN: (vi): consistent with the laws of the flag CCM – delete “national” and State. Fishing company provide the salary to the manning company (not to the individual crew) – flag CCM cannot control the salary payment – can only ask the fishing company to provide the salary as contracted between the crew and the manning company. This another joint obligation.

CT: (v): similar to JP – difficulties with regard to “independent means”. CCM’s obligation is to require the owner/operator to provide remuneration as per the contract, consistent with domestic laws or regulations. May create an issue for the CMS process – who decides on regular, decent etc? The text should simply ask CCMs to take all measures to require the owner/operators to ensure contracts with crew meet the legal requirements. **CT can provide some proposed language.**

JP: (vi): “independent” communication devices – intention is unclear. FV owners are required to provide smart phones or devices to each crew member? “unfettered” access to ID docs – perhaps this can cover access to communication devices. Delete “independent”.

US: (vi): Some questions – e.g. might prefer something like “unmonitored” – so that crew have an ability to speak privately and not be monitored by the Capt or other crew members. Can be flexible.

CT: (vi) similar to US. Need right term for access to communication device. Similar to ILO188, need to also consider the cost of the use of the device – this should be born by the crew (not the owner/operator).

US: (vi) “unfettered” and “unmonitored” are not the same thing – have both in [ ].

US: (vii): sabotage raises some flags for us. **Will provide some text for 4 (vii).**

US: (viii) – language should be removed – proposed for annex.

CN: (viii): agree with US on (viii) to the annex. Also basic pre-sea safety training happens before the crew is on the vessel – so this is another joint obligation.

RMI: (viii): FFA would like to retain (viii) in the text, not the annex. RMI has also suggested that the annex obligations should be changed to “shall” – not “may”.

**Chairs’ proposals for paras 4:**

<b>MINIMUM WORKING CONDITIONS ON BOARD FISHING VESSELS</b>	
CCMs shall ensure that owners and/or operators of fishing vessels authorized to fly their flag in the areas referred to in paragraph 1 are responsible for the working conditions for crew on board these fishing vessels, including to liaise with crew providers as necessary. These conditions include:	Comment: Addition of “in the areas referred to in paragraph 1” consistent with the language on area of application. Addition of “are responsible for the working conditions for crew on board these fishing vessels, including to liaise with crew providers as necessary. These conditions include:”

	<p>This underlines the flag State responsibility for conditions on board fishing vessels and their obligation to ensure that owners and/or operators take appropriate action. It acknowledges the reality that this may involve the owner and/or operators liaising with crew providers as part of that action. But the ultimate responsibility and obligation lies with the flag State.</p>
<p>(ii) Ensuring there is no forced or compulsory labour and other mistreatment on fishing vessels.</p>	<p>Use of standard reference to “forced or compulsory labour and other mistreatment” – these are defined in the proposed annex.</p>
<p>(iii) Providing terms of employment, that are set out in a written contract or agreement, which is made available to the crew member, in a form and language that facilitates the crew member’s understanding of the terms, is agreed by the crew member prior to departure on the fishing trip, and signed by both the crew member and the owner and/or operator. The written contract or agreement shall be made available to the crew member and, upon request, authorised officers, in accordance with national law and practice. A CCM may allow the owner and/or operator to use the particulars in Attachment 1 as a guideline for crew contracts or agreements.</p>	<p>Comment: Reference to “employer” amended to “owner and/or operator” for consistency. Acceptance of text, pending any further discussion: “The written contract or agreement shall be made available to the crew member and, upon request, authorised officers, in accordance with national law and practice.”</p> <p>Some minor simplifications to last sentence: “A CCM may allow the owner and/or operator to use the particulars in Attachment 1 as a guideline for crew contracts or agreements.” Deletion of “employer” – use of standard reference to “fishing vessel owner and/or operator”.</p>

<p>(v).Providing crew members decent and regular remuneration (for example monthly or quarterly) that is accessible by crew as well as appropriate insurance for the crew;</p>	<p>Comment: Emphasis is on regular and accessible remuneration. Deletion of “documented”; no prescribed regularity of remuneration; deletion of “readily” and “through independent means”.</p>
<p>(vi) Providing crew members regular opportunity to disembark consistent with laws of the flag CCM, unfettered access to their identity documents, ability to terminate the contract of employment and seek repatriation, and unmonitored access to communication devices to seek assistance.</p>	<p>Comment: deletion of “national” laws and deletion of “independent” communication devices – but addition of “unmonitored” access to communication devices.</p>
<p>(vii) Providing transportation and other related expenses, where the early termination of a contract is sought by the owner and/or operator.</p>	<p>Amend “employer” to “owner and/or operator”. Deletion of “In cases involving employee insubordination, sabotage, or breach of contract] [or if early termination is the fault of a crew member’s misconduct, transportation and other related expenses shall be the responsibility of the crew member.” Sentence turned around to fit with the chapeau – noting that the obligations from the chapeau are on the flag State to ensure that the owner and/or operator is responsible for the conditions on board the vessel.</p>

**Para5: Next of kin & training**

CN: 5 (a): Details of the crew’s next of kin/contact for the crew before the crew member embarks on the vessel – this is the responsibility of the manning company. Although we can ask the owner to do this. But the owner of the fishing company has no idea how to contact the crew next of kin/contact – it is the manning company’s role – that is current practice.

JP: 5 (a): “verified or updated” next of kin/contact details, and carry on board this document, and also share with flag CCM. This is not necessary – as long as available that is OK. If a problem occurs

– it is not necessary to share this information with the flag CCM ahead of crew embarking. Return to original language.

US: 5 (a): Agree with JP – no need to share information with flag CCM before crew embarks. Do we need “verified”? What does that mean? Information should be maintain – but can’t expect it to be verified.

CT: 5 (a): Support US and JP comments.

**Chairs’ proposals for para 5:**

<p>CCMs shall ensure that owners and/or operators of their fishing vessels authorized to fly their flag operating in the areas set out in paragraph 1:</p> <ul style="list-style-type: none"><li>(i) Carry aboard a record of the provided contact details of each crew member’s next of kin or designated contact person; and</li><li>(ii) Provide onboard safety training and/or instruction for all the crew members working on board the vessel, with consideration given to relevant international guidelines and standards for training of fishers.</li></ul>	<p>Comment: Addition of “in the areas set out in paragraph 1” consistent with the agreed areas of application. Some simplifications to (i) – addition of “Carry aboard”; no need to verify or update the record; deletion of “before the crew member embarks on a vessel” as unnecessary; and deletion of the requirement to share information with the flag CCM. Acceptance of deletion of specific reference to STCW-F text for (ii).</p>
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**Para 6: In the event of a crew member’s death**

JP: chapeau/(b): Prefer that “must be reported to the Secretariat” should be deleted from the para. During a crucial emergency situation – the vessel and relevant flag authorities are busy. The information can be reported to the Secretariat on annual basis (in an annual report) – rather than immediately during an emergency event – this is not practical.

JP: (e ): Japan’s domestic regulation and also international regulations allow for dead bodies to be buried at sea – in case of epidemic disease. In many cases, the dead body will be retained on FV – but in some cases, there is no choice but to allow the body to be buried at sea – so that is why we would like to keep the language “unless specifically authorised by a domestic regulation and/or international standards”.

CN: chapeau/(b)/ (e) : Agree with JP on reporting to the Secretariat. On dead body – the intention of a family member is very important – the family member may not agree to receive the body. There have been many cases where the next of kin do not want the body transferred back home, given the cost. Important to keep the reference to burial at sea if requested by the next of kin, and confirmed by the manning company which has a contract with the crew member. This is the current practice.

US: chapeau/(b): Keep language about reporting to the Secretariat – this is consistent with measure for observer safety CMM 2017-03 para 6. No reason why there should be a different notification requirement for crew members. Fine to require further notification from flag CCM in the annual report. It is general practice to notify the Secretariat (e.g. HSBI, observer safety). The report does not need to be burdensome – there is no temporal element (i.e. it does not need to be an immediate report) – there is some flexibility if the vessel operator is busy dealing with the crew death. In any case, it is hoped that crew deaths are infrequent – so it should not be a large burden.

JP: chapeau/(b): There are only one observer on board; but there are many crew on board and some are quite old – so death could happen quite often. Immediate reporting to the Secretariat is not needed – it is burdensome to the vessel and flag States. Need to focus on protecting decent working conditions for crew members – instant reporting to Secretariat is not necessary.

CN: chapeau/(b): support JP. If the language is “report to the Secretariat” – then our understanding is that this is annual reporting.

CN: (d): With regard to the vessel required to return to port, there is a reference to clearance from the port CCM ahead of departure. But this is not necessary. The vessel has returned to port at the request of the flag CCM. So clearance to depart port only relates to the flag CCM not the port CCM. Suggest reference to port CCM be deleted.

JP: (d): Agree China. When FV enters or exits from a port – clearance from the port State is necessary. But the essence of this para is that the flag State requires the vessel to enter port until the investigation is completed. Port authorities can control the FV while it is at port – but there is no need to refer to port CCM authorities as well.

RMI: chapeau/(b): Agreement with the US on reporting to Secretariat, and also next of kin.

NR: (e) : [From chat]: Suggest delete the reference to “next of kin” [in relation to burial at sea] as this would defeat the purpose of investigation to determine the cause of death. Para 6 must include somewhere a requirement for communication or notification to next of kin.

CN: (e): On comments regarding next of kin and implications for the investigation. Once the vessel is dealing with the dead body (e.g. burial at sea etc), the investigation has been completed. If only the next of kin can receive the dead body – this is a problem if the next of kin in another country has no desire to receive the dead body. But this has nothing to do with the investigation – which should already be completed. The intention of the next of kin is very important.

ID: What happens in the case that the owner cannot fill their responsibility for the families of the crew member and do not pay compensation. What happens to the owner of the FV? What procedures are there to prevent this happening in the future?

Chair: obligation on the flag CCM. Welcome language from ID.

#### [Chairs' proposals for para 6:](#)

IN THE EVENT OF A CREW MEMBER'S DEATH
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<p>In the event a crew member dies, the flag CCM shall ensure that the owner and/or operators of the fishing vessel:</p>	<p>Comment: Chapeau amended for clarity as to which subparagraphs apply in the event of death vs in the event a crew member is missing/fallen overboard.</p>
<p>(a): immediately ceases all fishing operations as soon as practicable;</p>	<p>Acceptance of the need to cease fishing “as soon as practicable”, taking account of operational practicalities and requirements.</p>
<p>(b): immediately notifies the flag CCM and the crew member’s next of kin or designated contact person;</p>	<p>Acceptance that these are the priorities for immediate information. Deletion of “relevant authorities” as this is not clear – the priority is the flag CCM and next of kin/contact person. This does not preclude the owner and/or operator informing the crew provider if that is useful in the context of informing the crew member’s next of kin/contact person – but, (as with the chapeau for para 4 – now 5), it is the responsibility of the flag State to ensure the owner and/or operator carries out the action.</p>
<p>(c): cooperates fully in all official investigations, and preserves any potential evidence and the personal effects and, if not needed by other crew, the quarters of the deceased crew member;</p>	<p>Acceptance of “if not needed by other crew”. Movement of reference to returning to port to (d).</p>
<p>(d): returns to port if required by the flag CCM for the official investigation and departs only when clearance is received from the flag CCM authorities;</p>	<p>(d) now covers the circumstances when the vessel is required to return to port to assist with the investigation. Deletion of reference to clearance from port CCM – as while this is a normal part of a fishing vessel’s entry and exit from a port, it is not necessarily related to the issues relating to the death of a crew member. But it might be helpful to confirm this with Legal Adviser.</p>

<p>(e): preserves the body for the purposes of an autopsy, investigation, and/or repatriation. Bodies of deceased crew should not be buried at sea or disposed of in any other manner unless specifically authorized by the flag CCM’s national regulation, or next of kin; and</p>	<p>Noting the guidance in the International Medical Guide for Ships, burial at sea should be a last resort, only if there is no suspicion of foul play, it is not possible to keep the body on board, or there is a risk of infection. Amendment to clarify that “domestic regulation” relates to the flag CCM’s national regulation.</p>
<p>(f): informs the Secretariat of the death of a crew member and circumstances within one week.</p>	<p>There is value in the Secretariat being informed of the death of a crew member – but this does not need to happen immediately – the priority is to inform those listed in (b).</p>

**Paragraph 7: In the event a crew member is missing/fallen overboard**

RMI: (a): “as soon as practicable” is the only option given operational requirements.

PNG FIA: (a): agree with RMI.

CN: (a): “all fishing operations” – the word “all” is not necessary. There may be some processes on board the vessel that can continue to be conducted.

CA: (c) – the way it was drafted, “if appropriate” applied to all (i.e. flag CCM, relevant authorities and the crew provider) – when “if appropriate” should only apply to the crew provider.

CN: (c): Notification to the flag CMM and relevant authorities. What is meant by relevant authorities? FV should only notify flag CCM and, if appropriate, the crew provider. 7 (b) already requires the FV to notify the RCC.

JP: (c): similar concern to CN. Scope of “relevant authorities” is obscure. Add “if appropriate” prior to both relevant authorities and crew provider. Notification to the flag CCM is necessary.

US: (c): Comfortable to remove “relevant authorities” if necessary. But, as already explained, crew provider does not have a special role and has no standing at WCPFC. The reference to crew provider should be removed. Need to add back a reference to the notification to the next of kin or designated contact person.

NR: (c): Need to reconsider use of term “crew provider”. Labour is not a commodity – working to protect and support people.

CN: (c): Have a problem with the US suggestion to add in the notification from the flag CCM to the next of kin or designated contact person. In the current practice, the FV has no information about the crew member’s next of kin, especially for non-nationals. This information is handled only by the manning company. This is a practical difficulty.

CT: (c): On US suggestion - in some cases, may not know who is the next of kin – so need to add in also “designated contact person”.



CN: ( c): No difficulties on adding “or designated contact person”. Propose that each CCM should report to Secretariat the designated contact person for crew members. If that is the case, then can go along with this.

US: ( c): In para 5 (a) – the designated contact person is referred to – with the flag CCMs ensuring that owner and/or operator maintain a list of crew member’s next of kin or designated contact person. That information is available for use in the event of an emergency.

JP: (h): As suggested for para 6 – only flag CCM authorities is required in this para – the reference to port CCM authorities is not necessary – should be deleted.

**Chairs’ proposals for para 7:**

IN THE EVENT A CREW MEMBER IS MISSING OR PRESUMED FALLEN OVERBOARD	
In the event that a crew member is missing or presumed fallen overboard, the flag CCM shall ensure that the owner and/or operator of the fishing vessel:	
(a) immediately ceases all fishing operations as soon as practicable;	Acceptance of the need to cease fishing “as soon as practicable”, taking account of operational practicalities and requirements.
(c) immediately notifies the flag CCM and crew member’s next of kin or designated contact person;	As with death of a crew member, acceptance that these are the priorities for immediate information. Deletion of “relevant authorities” as this is not clear – the priority is the flag CCM and next of kin/contact person. This does not preclude the owner and/or operator informing the crew provider if that is useful in the context of informing the crew member’s next of kin/contact person – but, (as with the chapeau for para 4 – now 5), it is the responsibility of the flag State to ensure the owner and/or operator carries out the action.
(g) cooperates fully in all official investigations, and preserves any potential evidence and the personal	Same as for death of a crew member.

effects and, if not needed by other crew, the quarters of the missing crew member;	
(h) returns to port if required by the flag CCM for the official investigation and departs only when clearance is received from the flag CCM authorities;	Same as for death of a crew member.

**Para 8: In the event of forced labour or mistreatment of a crew member**

CN: chapeau: Difficult to include reference to HSBI – HSBI should be conducted based on multiple language questionnaire module. But current HSBI module is old (adopted in 2006) – there is no inclusion of issues related to crew standards. It needs to be updated – it is currently impossible to recognise information provided through current HSBI practices.

US: chapeau: In response to CN, the HSBI questionnaire may not be up to date – but that would be true in response to any new CMM – the HSBI questionnaire needs to be updated and this can be a separate action item – that is not a reason to remove the reference to information obtained through HSBI on crew mistreatment. HSBI can address obligations from any binding CMMs. Not great to remove indicators of forced labour in the latter part of the chapeau paragraph. It is helpful to understand what is meant by “forced labour” – members had expressed a desire to specify these elements. This is going backwards on what was previously agreed.

RMI: chapeau: forced labour has clear prescribed indicators which are internationally accepted – listing of detail in this para is unnecessary.

Chair: chapeau: Note the eleven ILO indicators of forced labour: Abuse of vulnerability • Deception • Restriction of movement • Isolation • Physical and sexual violence • Intimidation and threats • Retention of identity documents • Withholding of wages • Debt bondage • Abusive working and living conditions • Excessive overtime.

CN: chapeau: Not requesting the removal of HSBI – just expressing concern about the old questionnaire. Do we need to also consider use of information obtained from EM as well as observer reports? This information would be useful. Need to make it easy for industry to understand what forced labour looks like – suggest that the eleven indicators are included as an Annex.

CN: (e): difficult for the owner/operator to assist the crew to an embassy – they have no ability to do that. Suggest entire paragraph is [ ].

CN: (d): “independent and individual” access to crew members – we understand this to mean opportunities for 1:1 interview with crew members – in that case, no difficulties.

NR: Need to ensure appraisal against crew members does not happen.

US: chapeau: fine with addition of EM and observer reports and fine with adding indicators of forced labour to an annex.

**Chairs’ proposals for para 8:**

<b>IN THE EVENT OF FORCED LABOUR OR MISTREATMENT</b>	
In the event that a flag CCM has reasonable grounds to believe, based on information such as port state notifications, electronic	Comment: Addition of electronic monitoring

<p>monitoring, observer reports, high seas boarding inspection reports or information provided by a crew member, that a crew member's health and safety is endangered or that a crew member has been subject to forced or compulsory labour and other mistreatment, the flag CCM shall ensure that the owner and/or operator of the fishing vessel:</p>	<p>and observer reports, alongside HSBI and port State notifications. Deletion of "credible" information as unnecessary given reference to "reasonable grounds". Use of standard reference to "forced or compulsory labour and other mistreatment" – these are defined in the proposed annex. No need to refer to the "port CCM" here – as it is only one possible source of information on crew mistreatment.</p>
<p>(d) cooperates fully in any and all official investigations into the incident, including by providing independent and individual access to all crew members remaining on the vessel;</p>	<p>Acceptance that "independent and individual" access to crew members as part of the investigation involves one on one interviews, without interference.</p>
<p><del>(e) facilitates access of the crew member by the port State to the nearest [support organisation,] embassy or consulate consistent with their nationality, [where available]</del></p>	<p>Deleted as this may be difficult for the flag State to ensure that the owner and/or operator of the fishing vessel provides this assistance in addition to the requirements of ( c). The role of the port State is not clear.</p>

**Para 9 and 10: Port State informs a flag State of crew mistreatment**

US: chapeau 9: Do not support addition of "with reasonable evidence" – we are talking about allegations which need to be investigated – we don't want to put the bar that high. This is information which should simply be transmitted to the flag CCM for their investigation.

JP: chapeau 9: If crew member indicates it wants to embark without good reason, then the need for investigation here could be burdensome – that's why added "with reasonable evidence". There may be other ways, e.g. with reasonable background.

CN: chapeau 9: support JP.

RMI: chapeau 9: Support the inclusion of the requirement of the port CCM to report to the Secretariat.

US: chapeau 9: Appreciate JP flexibility – will consider other language to accommodate that concern – **will work on some drafting for para 9 chapeau.**

**Chairs’ proposals for para 9:**

<p>In the event that, after disembarkation from a fishing vessel, a crew member reports to the port CCM an allegation of forced or compulsory labour and other mistreatment while on board the fishing vessel, the port CCM shall notify, in writing, the flag CCM and the Secretariat. Upon notification, the flag CCM in accordance with Article 25 of the Convention, shall:</p>	<p>Use of standard reference to “forced or compulsory labour and other mistreatment” – these are defined in the proposed annex. Deletion of “with reasonable evidence” – that will be decided during the course of the investigation – all such allegations should be taken seriously. Acceptance of the inclusion of notification to the Secretariat since it is a matter that will be investigated in accordance with art 25 of the Convention.</p>
<p>In the event a port CCM is notified by a flag CCM that a crew member may have experienced forced or compulsory labour and other mistreatment, the port CCM shall facilitate entry to port of the fishing vessel to allow disembarkation of the crew member to the extent possible under national law and assist in any investigations if so requested by the flag CCM.</p>	<p>Use of standard reference to “forced or compulsory labour and other mistreatment” – these are defined in the proposed annex.</p>

**Para 11: cooperation on investigations**

US: Don’t understand deletion of this para: important to promote cooperation on the investigation of crew cases and gathering of evidence – important component of the measure.

CN: agree with US. Important element, especially for non-national crew. Need cooperation.

NR: reason for deletion was that this is already covered by art 25 of the Convention. But happy to retain the para.

CN: note position of FFA – if covered by art 25, then don’t need this para.

**Chairs’ proposals for para 11:**

<p>CCMs shall cooperate and provide support in relation to cases of forced or compulsory labour and other mistreatment on fishing</p>	<p>Use of standard reference to “forced or compulsory labour</p>
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<p>vessels, including facilitating evidence gathering from crew providers in their jurisdiction or from their nationals, where possible.</p>	<p>and other mistreatment” – these are defined in the proposed annex. It is an obligation under art 25 of the Convention that CCMs should investigate, at the request of another member, any alleged violation of the Convention or CMM – with a report to be provided to the requesting member and the WCPFC as soon as practicable. This paragraph reinforces that requirement, including noting that evidence may be required from a variety of sources. Therefore propose reinstatement of this paragraph.</p>
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**Para 12: Developing CCMs**

CN: Prefer “encourage” – if it is “required” then this becomes a condition for implementation of this CMM. If developed CCMs did not provide assistance, then that would be a reason for the developing CCM not to implement the CCM.

KR: Usual phrase is “special requirements of SIDS and territories”. Preference is for “encourage” – if it is to be a binding requirement, then replace “developing CCMs” with “SIDS and territories”.

US: prefer to keep as “encourage” – if push to make it a requirement, agree with KR. Easiest solution is to keep it as “encourage”.

**Chairs’ proposals for para 12:**

<p>To implement this Measure, developed CCMs are encouraged to make efforts and consider options to assist developing CCMs, both flag CCMs and coastal CCMs, including working with local industries (which includes crew providers) to help them meet the standards in this Measure.</p>	<p>Developed CCMs are “encouraged” rather than “required” to assist developing CCMs.</p>
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**Para 13 & 14: Compliance with Measure**

US: 13: ok with deletion of “through the relevant national legislation”. Can be flexible on inclusion of “and enforcement”.

US: 14: Would like reference to “2028” to be [ ] – US does not want three year delay for implementation if the CMM is adopted this year. Would like to have the possibility of the CMM coming into effect at an earlier date.

Chair: 13: reference to Audit Points for implementation obligations: 2 elements (i) national binding mechanism and (ii) a process for monitoring and addressing any infringements. So the reference to implementation in para 13 implicitly refers to both these elements.

US: 13: agree – that’s why we are flexible. But we would not want the deletion of “enforcement” to imply that we do not expect members to both implement and enforce this measure.

**Chairs’ proposals for para 13 & 14:**

<p>CCMs shall advise the Commission (in Part 2 of their Annual Report) on implementation of this Measure.</p>	<p>Deletion of “and enforcement” and “through relevant national legislation” as, through Audit Points, implementation obligations of a CMM are understood to require (i) adoption of a nationally binding measure that requires [#]; and (ii) a description of how the CCM is monitoring and ensuring that [#], and how CCM responds to potential infringement or instances of non-compliance with requirements.</p>
<p>This measure will take effect on X January, [2028].</p>	<p>For negotiation, if the CMM is adopted at WCPFC21 (2024), and given that this measure has been under negotiation since 2020, it might be reasonable to expect CCMs could implement this CMM by Jan 2026 (within a year from adoption).</p>

**Attachment: particulars that may be included in a crew agreement**

JP: Have been working on the understanding that this attachment relating to the crew agreement would not be mandatory – but rather voluntary guidelines. That’s why we have agreed on para 4 (iii) – where the attachment is referred to as a guideline. Having the attachment as a legal requirement is

extremely difficult, almost impossible. If it is insisted, then the attachment would need to be simplified. These guidelines are important – so preference is to retain “may” rather than “shall”.

US: Want the attachment to be non-binding. This was a deliberate decision in our discussions – to avoid getting bogged down in the negotiation over what could be binding – but to have these important elements highlighted anyway as something that can be referred to. Down the line, maybe we could look at making it binding. But right now, that would mean looking at all the elements of the attachment all over again. Don’t want to get in the middle of individual private contracts – encourage them to remain non-binding. Would over-complicate things.

CN: Current practice for CN tuna vessels – there are three contracts for non-national crew. (i) between foreign crew and foreign manning company; (ii) between Chinese manning company and foreign manning company; and (iii) between Chinese manning company and Chinese fishing company. It is very difficult to reach agreement on this Attachment. Support JP and US on it being non-binding.

CT: echo comments. In previous discussions, clear that CCMs need flexibility to implement the CCM in different ways. Every CCM should be able to implement. If the attachment is mandatory, we will need to look at it again – prolong the discussion.

RMI: disappointing. The attachment provides the very basics of a contract – minimum 20 elements. It is a contract that those involved as crew should expect. Wanted it compulsory. Reality that many crew members change vessels through carrier vessels.

**Chairs’ proposals for Attachment:**

<p><b>ATTACHMENT 1: PARTICULARS THAT MAY BE INCLUDED IN A CREW AGREEMENT</b></p>	<p>Acceptance that Attachment 1 provides guidance for flag CCMs and vessel owner and/or operators. It is not mandatory – therefore the particulars “may” be included, rather than “shall be included.</p>
<p>3. The details of the crew member’s next of kin or designated contact person in the event of an emergency.</p>	<p>Inclusion of “or designated contact person”.</p>
<p>4. The name of the fishing vessel or vessels and the registration number of the vessel or vessels on board which the crew undertakes to work. If the crew member changes vessels, this should be updated by the vessel owner and/or operator in the written contract or agreement with the crew member.</p>	<p>While the first sentence provides for “vessel or vessels”, the amended second sentence provides clarity that this should also be reflected in the contract/agreement.</p>
<p>5. The name and address of the vessel owner and/or operator, or other party to the agreement with the crew member.</p>	<p>Deletion of “employer” – use of standard reference to “fishing vessel owner and/or operator”.</p>
<p>9. If possible, the place at which and date on which the crew member is required to report on board for service.</p>	<p>Acceptance of second sentence regarding the crew</p>

<p>This should include details of the carrier delivering the crew member to the fishing vessel, if the crew member boards the fishing vessel at sea.</p>	<p>member boarding the fishing vessel at sea.</p>
<p>11 (iii) if the agreement has been made for an indefinite period, the conditions which shall entitle either party to rescind it, as well as the required period of notice for rescission, provided that such period shall not be less for fishing vessel owner and/or operator or other party to the agreement with the crew member.</p>	<p>Deletion of “employer” – use of standard reference to “fishing vessel owner and/or operator”.</p>
<p>12. The right of termination by the crew member in the event of forced or compulsory labour and other mistreatment, and to clearly account for deductions made against the crew member's wages for any in-kind contributions.</p>	<p>Use of standard reference to “forced or compulsory labour and other mistreatment” – these are defined in the proposed annex.</p>
<p>13. The protection that will cover the crew member in the event of forced or compulsory labour and other mistreatment, sickness, injury or death in connection with service.</p>	<p>Use of standard reference to “forced or compulsory labour and other mistreatment” – these are defined in the proposed annex.</p>
<p>15. The health and social benefits coverage and benefits to be provided to the crew member by the fishing vessel owner and/or operator, or other party or parties to the crew member’s work agreement, as applicable.</p>	<p>Deletion of “employer” – use of standard reference to “fishing vessel owner and/or operator”.</p>
<p>17. Information on crew members’ rights and access to complaint or dispute mechanisms and legal support.</p>	<p>Deletion of reference to “including a reference to the collective bargaining agreement where applicable” as this was not clear to all CCMs. But addition of “or dispute mechanisms and legal support”, in order to combine elements of paragraph 17 and 19.</p>
<p>20. Full protection of the health and safety and morals of young crew members, including ensuring young crew members have received adequate specific instruction or vocational training and have completed basic pre-sea safety training.</p>	<p>Moved to the non-binding particulars for inclusion in a crew agreement – rather than as a mandatory element of para 4.</p>

**Conclusion**



Chairs: Thanked all participants for valuable comments on the text. Will consolidate and attempt to resolve issues for the next round of discussions. Clear that participants are committed to improving the conditions for crew members on board vessels. Bearing in mind that CCMs need to find a way to give effect to this measure in our own national systems – which can be complicated and hard. And also that the conditions in this CMM need to be practical – that they can actually be implemented on a fishing vessel.

The text will be updated based on today's discussion – this will be circulated by 28<sup>th</sup> May, alongside a summary of this discussion. Further comments invited at that point – due on 13<sup>th</sup> June. A consolidated text will be posted by 17 June ahead of the 19<sup>th</sup> June workshop. The idea is to provide multiple opportunities for you to provide comments on the text – by email and at the workshops. Depending on how we go at the 19<sup>th</sup> June workshop, we will look at scheduling a hybrid session at TCC. Hopeful to make good progress on the text, to get the CMM over the line at this year's Commission.

## Proposed Attachment 2: Definitions

**Forced or compulsory labour** is all work or service which is exacted from any person under the threat of a penalty and for which the person has not offered himself or herself voluntarily. [ILO CO29 on Forced Labour [Convention C029 - Forced Labour Convention, 1930 \(No. 29\) \(ilo.org\)](#) ]

### **Indicators of forced or compulsory labour**

- Abuse of vulnerability - taking advantage of a worker's vulnerable position.
- Deception - failure to deliver what has been promised to the worker, either verbally or in writing.
- Restriction of movement.
- Isolation – denying a worker contact with the outside world.
- Physical and sexual violence.
- Intimidation and threats.
- Retention of identity documents.
- Withholding of wages.
- Debt bondage.
- Abusive working and living conditions.
- Excessive overtime.

The existence of forced or compulsory labour may be evidenced by the presence of a single indicator, or several indicators taken together, in a given situation. [ILO indicators of Forced Labour | International Labour Organization](#)

**Mistreatment** is the failure to provide crew members a safe working environment where the welfare, occupational safety and health of crews is effectively protected. This includes the failure to provide crew members with decent working and living conditions on board fishing vessels.



**CONSERVATION AND MANAGEMENT MEASURE ON CREW LABOUR STANDARDS**

CMM 2024-XX

**Red text:** new text or amended text based on comments 3 May 2024 plus any amendments from 21 May 2024

**Blue text:** Chairs' proposals 28 May 2024

Text in [abc]: unresolved text from previous discussions.

Para no	Text	Comments from 21 May workshop	Comments from CCMs and observers 3 May 2024	Draft Audit Point	Background information or comments
	The Commission for the Conservation and Management of Highly Migratory Fish Stock in the Western and Central Pacific Ocean,				
Pp1	<p><b>Concerned about</b> ongoing instances of poor labour conditions and mistreatment of crew, including instances of human trafficking, including for servitude, bonded labour, and forced labour, and child labour and other human rights abuses on board fishing vessels;</p> <p><b>Concerned about poor labour conditions for crew members onboard fishing vessels, including forced or compulsory labour and other mistreatment, such as human trafficking, servitude, bonded labour, child labour and other human rights abuses;</b></p>	<p><b>CA:</b> Clarify the list - servitude, bonded labour, forced labour, child labour and other human rights abuses onboard fishing vessels. As drafted now, these aspects are considered in the context of human trafficking. Is that the intent?</p> <p><b>US:</b> Not the right formulation – concern about “on-going instances” and other language. Will offer to provide draft text for next meeting.</p>	<p><b>Canada:</b> seeks to clarify the list in this paragraph. As written, all items that follow human trafficking are considered in the context of instances of human trafficking only.</p>		<p><a href="#">Convention C029 - Forced Labour Convention, 1930 (No. 29) (ilo.org)</a></p> <p>Definition of forced labour specified in the ILO Forced Labour Convention, 1930 (No. 29) as: “For the purposes of this Convention, the term forced or compulsory labour shall mean 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”.</p> <p><a href="#">ILO indicators of Forced Labour   International Labour Organization</a></p> <p>Eleven ILO Indicators of Forced Labour:            Abuse of vulnerability • Deception • Restriction of movement • Isolation • Physical and sexual violence • Intimidation and threats • Retention of identity documents • Withholding of wages • Debt bondage • Abusive working and living conditions • Excessive overtime</p> <p><a href="#">The Protocol for human trafficking (unodc.org)</a></p> <p>“Trafficking in persons” shall mean the recruitment, transportation, transfer,</p>

					<p>harbouring or receipt of persons, by means of the threat or use of force or other forms of coercion, of abduction, of fraud, of deception, of the abuse of power or of a position of vulnerability or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purpose of exploitation. Exploitation shall include, at a minimum, the exploitation of the prostitution of others or other forms of sexual exploitation, forced labour or services, slavery or practices similar to slavery, servitude or the removal of organs.</p>
Pp2	<p><b>Recalling</b> the importance of respect for and protection of the human rights enshrined under the Universal Declaration of Human Rights 1948;</p>				<p><a href="#">Universal Declaration of Human Rights   OHCHR</a></p>
Pp3	<p><b>Recalling</b> Articles 6 and 8 of the 1995 FAO Code of Conduct for Responsible Fisheries which set out international standards, including for the responsible conduct of fishing activities to allow for safe, healthy and fair working and living conditions;</p>				<p><a href="#">Code of Conduct for Responsible Fisheries - Fisheries and Aquaculture (fao.org)</a></p> <p>Art 6.17: States should ensure that fishing facilities and equipment as well as all fisheries activities allow for safe, healthy and fair working and living conditions and meet internationally agreed standards adopted by relevant international organizations.</p> <p>Art 6.18: Recognizing the important contributions of artisanal and small-scale fisheries to employment, income and food security, States should appropriately protect the rights of fishers and fishworkers, particularly those engaged in subsistence, small-scale and artisanal fisheries, to a secure and just livelihood, as well as preferential access, where appropriate, to traditional fishing grounds and resources in the waters under their national jurisdiction.</p> <p>8.1.5 States should ensure that health and safety standards are adopted for everyone employed in fishing operations. Such standards should be not less than the minimum requirements of relevant international agreements on conditions of work and service.</p> <p>8.2.5 Flag States should ensure compliance with appropriate safety requirements for fishing vessels and</p>

					<p>fishers in accordance with international conventions, internationally agreed codes of practice and voluntary guidelines. States should adopt appropriate safety requirements for all small vessels not covered by such international conventions, codes of practice or voluntary guidelines.</p> <p>8.2.9 Flag States should ensure that crew members are entitled to repatriation, taking account of the principles laid down in the "Repatriation of Seafarers Convention (Revised), 1987, (No.166)".</p> <p><u>8.4.1 States should ensure that fishing is conducted with due regard to the safety of human life.....</u></p>
Pp4	<b>Further Recalling</b> Articles 6 and 8 of the FAO Voluntary Guidelines for Securing Sustainable Small-Scale Fisheries in the Context of Food Security and Poverty Eradication;				<p>Article 6 (Social development, employment and decent work) and article 8 (gender equality):  <a href="#">SSF Guidelines (fao.org)</a></p>
Pp5	<b>Further Recalling</b> the United Nations Declaration on the Rights of Indigenous Peoples and the right not to be subjected to any discriminatory conditions of labour;				<p><a href="#">UNDRIP E web.pdf</a></p> <p>Article 17 1. Indigenous individuals and peoples have the right to enjoy fully all rights established under applicable international and domestic labour law.  2. States shall in consultation and cooperation with indigenous peoples take specific measures to protect indigenous children from economic exploitation and from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development, taking into account their special vulnerability and the importance of education for their empowerment.  3. Indigenous individuals have the right not to be subjected to any discriminatory conditions of labour and, inter alia, employment or salary</p>
Pp6	<b>Further Recognizing</b> the obligations in the United Nations Convention on the Law of the Sea (UNCLOS) relating to the duties of the flag State to ensure safety at sea, including through the manning of ships, labour conditions and the training of crews, to render assistance, and to				<p><a href="#">UNCLOS+ANNEXES+RES.+AGREEMENT</a></p> <p>UNCLOS art 94 (3) (b): the manning of ships, labour conditions and the training of crews, taking into account the applicable international</p>

	<p>ensure effective protection of human life and to cause an inquiry into any loss of life or serious injury to nationals of another State which has been caused by a marine casualty or incident of navigation.</p>				<p>instruments;</p> <p>UNCLOS art 94 (4) (b): that each ship is in the charge of a master and officers who possess appropriate qualifications, in particular in seamanship, navigation, communications and marine engineering, and that the crew is appropriate in qualification and numbers for the type, size, machinery and equipment of the ship;</p> <p>UNCLOS art 94 (4) (c): that the master, officers and, to the extent appropriate, the crew are fully conversant with and required to observe the applicable international regulations concerning the safety of life at sea, the prevention of collisions, the prevention, reduction and control of marine pollution, and the maintenance of communications by radio.</p> <p>UNCLOS art 94 (6) and (7):</p> <p>6. A State which has clear grounds to believe that proper jurisdiction and control with respect to a ship have not been exercised may report the facts to the flag State. Upon receiving such a report, the flag State shall investigate the matter and, if appropriate, take any action necessary to remedy the situation.</p> <p>7. Each State shall cause an inquiry to be held by or before a suitably qualified person or persons into every marine casualty or incident of navigation on the high seas involving a ship flying its flag and causing loss of life or serious injury to nationals of another State or serious damage to ships or installations of another State or to the marine environment. The flag State and the other State shall cooperate in the conduct of any inquiry held by that other State into any such marine casualty or incident of navigation.</p>
<p>Pp7</p>	<p><b>Noting</b> the ILO Declaration on Fundamental Principles and Rights at Work (1998) and the ILO C188 Work in Fishing Convention (2007) and its objective to ensure that fishers have decent conditions of work on board fishing vessels with regard to minimum requirements for work on board, conditions of service, accommodation and food, occupational safety and health protection, medical care and social security;</p>				<p><a href="#">ILO Declaration on Fundamental Principles and Rights at Work   International Labour Organization</a></p> <p><a href="#">C188 - Work in Fishing Convention, 2007 (No. 188)   International Labour Organization (ilo.org)</a></p>

Pp8	<p><b>Recalling</b> Article 32 of the Convention on the Rights of the Child, which requires state parties to recognize the right of the child to be protected from economic exploitation and from performing any work that is likely to be hazardous or to interfere with the child’s education, or to be harmful to the child’s health or physical, mental, spiritual, moral or social development;</p>				<p><a href="#">Convention on the Rights of the Child   OHCHR</a>  UNCROC art 32: 1. States Parties recognize the right of the child to be protected from economic exploitation and from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.  2. States Parties shall take legislative, administrative, social and educational measures to ensure the implementation of the present article. To this end, and having regard to the relevant provisions of other international instruments, States Parties shall in particular:  (a) Provide for a minimum age or minimum ages for admission to employment;  (b) Provide for appropriate regulation of the hours and conditions of employment;  (c) Provide for appropriate penalties or other sanctions to ensure the effective enforcement of the present article.</p> <p><b>ILO 188</b> art 9 stipulates that young persons carrying out activities which could jeopardize the health, safety, or morals of young persons on board fishing vessels should not be less than 18 years. ILO 188 (art 31 ©): the obligations of fishing vessel owners, fishers and others concerned, due account being taken of the safety and health of fishers under the age of 18.</p> <p><b>ILO C182</b> (worst forms of child labour) defines a child as under 18 years. ILO C 138 (Min Age) specifies a minimum age of 15 years for employment (art 2 (3)) but 18 years if employment might jeopardise health, safety or morals (art 3 (1)). Where there is specific training or instruction, this age may be 16 (art 3 (3)).</p>
New pp	<p><b>Noting</b> the 1995 International Convention on Standards of Training, Certification and Watchkeeping for Fishing Vessel Personnel which promotes safety at sea for the crews of fishing vessels by setting certification and minimum training standards.</p>	<p><b>ID:</b> Suggest inclusion in the preambular paragraphs of additional three standards: (i) 1995 International Convention on Standards of Training, Certification and Watchkeeping for Fishing Vessel Personnel 1995-STCW.pdf (nus.edu.sg); (ii) Cape Town Agreement of 2012 on the Implementation of the Provisions of the Torremolinos Protocol of 1993 Relating to the</p>			

		Torremolinos International Convention for the Safety of Fishing Vessels, 1977 (Agreement) Session (imo.org); and (iii) in relation to the issue of burial at sea, the International Medical Guide for Ships, untitled (who.int).			
<b>New pp</b>	<b>Noting</b> the 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 which sets minimum safety requirements for fishing vessels of 24 metres in length.				
<b>New pp</b>	<b>Recalling</b> the guidance on death at sea, including burial at sea, set out in the International Medical Guide for Ships				
<b>Pp9</b>	<b>Acknowledging</b> the important role played by crew members and observers in assisting the conduct of fishing vessel operations in compliance with WCPFC Conservation and Management Measures, and the essential role that crew members and observers play in contributing to effective fishing operations;				
<b>Pp10</b>	<b>Recalling</b> efforts that CCMs have made in recent years in improving the conditions and welfare of observers on board fishing vessels, including the adoption of CMM 2017-03, <i>Conservation and Management Measures for the Protection of WCPFC Regional Observer Programme Observers,</i> and acknowledging the equal importance of the welfare of crew members;				<a href="#">CMM 2017-03 - Conservation and Management Measure for the protection of WCPFC Regional Observer Programme Observers   Monitoring and Evaluation</a>
<b>Pp11</b>	<b>Recognising</b> that Pacific Island Forum Fisheries Agency (FFA) members have adopted Harmonised Minimum Terms and Conditions For Access by Fishing Vessels, which include crew employment conditions on fishing vessels licensed to fish in their Exclusive Economic Zones;		<b>Canada:</b> suggests spelling out FFA the first time it is used in the measure.		<a href="#">Minimum Terms and Conditions - Pacific Islands Forum Fisheries Agency FFA</a> – see part IV.
<b>Pp12</b>	<b>Mindful</b> that CCMs have a legitimate interest in increasing the participation of their labour force in the crewing of vessels that catch highly migratory fish stocks in their waters in the Convention area, and that CCMs are interested in promoting safe and decent employment conditions for their national and non-national crews;				



Pp13	<b>Recalling</b> Resolution 2018-01, Labour Standards for Crew on Fishing Vessels, adopted by WCPFC which encouraged CCMs to implement measures, consistent with generally accepted international minimum standards for crew on fishing vessels, where applicable, to ensure fair working conditions on board for all crew working on fishing vessels flying their flag and operating within the WCPF Convention area;		<b>Canada:</b> suggests we use the same template used for CMMs used 3 paragraphs above. "... Resolution 2018-01, Labour Standards for Crew on Fishing Vessels, ..."		<a href="#">Resolution 2018-01 - Resolution on Labour Standards for Crew on Fishing Vessels   Monitoring and Evaluation (wcpfc.int)</a>
Pp14	<b>Adopts</b> the following conservation and management measures in accordance with Article 10 of the Convention on the Conservation and Management of Highly Migratory Fish Stocks in the Western and Central Pacific Ocean:				
<b>AREA OF APPLICATION</b>					
<p><b>OP 1</b></p> <p><b>1st ALT for OP 1</b></p> <p><b>2nd ALT for OP 1</b></p>	<p><del>This Measure applies to any fishing vessel [registered on the WCPFC Record of Fishing Vessels] fishing for highly migratory fish stocks in the Convention area [for the duration of the vessel's trip].</del></p> <p><b>OR</b></p> <p><del>This Measure applies to all fishing vessels fishing for highly migratory fish stocks in the Convention area in areas beyond national jurisdiction.</del></p> <p><b>OR</b></p> <p>1. This measure shall apply to the following categories of fishing vessels authorized to fish in the Convention Area:</p> <ul style="list-style-type: none"> <li>i) vessels fishing exclusively on the high seas in the Convention Area; and</li> <li>ii) vessels fishing on the high seas and in coastal State waters while under the jurisdiction of one or more coastal States; and</li> </ul>	<p><b>KR:</b> Reiterate previous comments. CMM would not apply to the territorial waters – no matter which three options for para 1. If not the case – KR would need to reserve the right to introduce a new position of change its existing position.</p> <p><b>LGL</b> (Penny Ridings): Understanding is that WCPFC CMMs do not normally apply to the TS. Convention Area is very broad – difficulty between the text of the Convention and the understanding that the Convention Area does not normally apply to the TS. To ensure it is absolutely clear – useful to have in the CMM a specific exclusion for TS and AW – that would make it very clear with no ambiguity. Or have that understanding as part of the meeting record to help with the interpretation.</p> <p><b>KR:</b> Can go along with either two options. Will consider a specific text by next meeting.</p> <p><b>ID:</b> Agree on specific exclusions relating to territorial seas.</p> <p><b>CN:</b> Flexible – but prefer that CMM only cover HS. FFA already has regulation for crew standards in EEZs, as a condition for licenses. If the CMM only deals with labour standard on HS then this would reduce the workload for all CCMs.</p> <p><b>US:</b> Some flexibility on options. But strong preference is that EEZ should be included – live with OP1 or 2nd ALT. Do not prefer 1st ALT. Some conditions for operation of EEZs. Convention Area covers both HS and EEZs – maintain it that way. Important for US to have some applicability to EEZs.</p> <p><b>KR:</b> para (iv) of 2nd ALT – this is not a category – more appropriate to have as a stand alone para. <b>US:</b> fine to have as a stand alone para – this para comes from para 2 of the observer safety measure (CMM 2017-03).</p> <p><b>JP:</b> flexible with the three options. Option 1 is clear – recognises which vessels are subject to the obligation – can check with the WCPFC RFV. Other two options could be workable. If focus on HS – then ALT 1 could be candidate. ALT 2 is similar to observer obligation – can go along with</p>	<p><b>JP:</b> It is critical for Japan to maintain “registered on the WCPFC Record of Fishing Vessels” text in case Option 1 is pursued. 1Alt and 2 Alt are also acceptable for Japan.</p> <p><b>JP:</b> Japan does not support the addition of this text “for the duration of the vessel’s trip”, because some vessels might move to IATTC or IOTC area where WCPFC measures should not be applicable.</p> <p><b>CT:</b> We prefer 1st alternative text “This Measure applies to all fishing vessels fishing for highly migratory fish stocks in the Convention area in areas beyond national jurisdiction.”.</p>	N/A	<p><a href="#">CMM 2018-06 - Conservation and Management Measure on the Record of Fishing Vessels and Authorization to Fish   Monitoring and Evaluation (wcpfc.int)</a></p> <p>Para 12: The Commission shall, in accordance with article 24(7) of the Convention and based on the information provided to the Commission in accordance with the Convention and these procedures, establish and maintain its own record of fishing vessels authorized to fish in the Convention Area <i>beyond the national jurisdiction</i> of the member of the Commission whose flag the vessel is flying. Such record shall be known as the WCPFC Record of Fishing Vessels (the “Record”)</p>

	<p>iii) vessels fishing under the national jurisdiction of two or more coastal States.</p> <p>2.Nothing in this measure shall prejudice the rights of relevant CCMs to enforce their laws with respect to the safety of crew consistent with international law.</p> <p>*Footnote: It is understood that this CMM does not apply to territorial seas or archipelagic waters.</p>	<p>that. Vessels operating only in EEZs should be excluded – that is important. On that basis JP is flexible.</p> <p><b>CT:</b> In beginning there were only two options – HS OR HS &amp; EEZ. But also need to focus on what kind of vessels are covered by the CMM. CT prefer that only include vessels on the WCPFC RFV – i.e. OP1. On US test (ALT 2) – have similar ideas – but will consult to check common understanding of the intention and what vessels would be covered.</p> <p><b>CN:</b> Similar view to JP – if vessel operating only in its own jurisdiction, then it should be excluded. Just as for VMS. With regard to OP1 and reference to WCPFC RFV – more than 60 Chinese vessels on RFV which only operate in China’s EEZ. So would have difficulty with that reference. PNG FIA: 2nd ALT is ideal. Need to consider crew being transported by FVs in different parts of the Convention Area. Noting also reference to migrant workers.</p> <p><b>ID:</b> Clarify ALT 2 whether CCM fit in either category or in all categories?</p> <p><b>US:</b> Clarify – don’t pick amongst the options – the CCM would apply to any vessel operating in any one of those categories (i.e. if a vessel fishes only in HS, the CMM would apply; if the vessel fishes in HS and in 1 or more EEZ, the CCM would apply; if the vessel fishes in 2 or more EEZs, the CCM would apply).</p>			
2	<p>[In addition to the requirements of] this Measure CCMs are encouraged to make every effort to have relevant national legislation which fully extends to [all crew<sup>1</sup> working on] fishing vessels flying their flag [in the WCPF Convention Area.][in areas beyond national jurisdiction.</p> <p>[Footnote 1: Crew includes all persons of [any] age, on board a fishing vessel.]</p> <p>In order to give effect to this Measure, CCMs are encouraged to make every effort to have relevant national legislation which fully extends to all crew* members working on fishing vessels flying their flag in the areas set out in paragraph 1.</p> <p>*Footnote 1: Crew includes all persons of any age on board a fishing vessel.</p>	<p><b>CN:</b> 2: No difficulty with para 2. China’s national regulations from 2020 cover crew on fishing vessels. In April – new regulations were issues to cover non-national crew – this has been translated into English and emailed to the Secretariat to provide to the co-Chairs.</p> <p><b>CN:</b> 2: Para 2 – CCMs are “encouraged” to have national legislation. There may be a way to make this stronger. If CCM is adopted – there should be an Audit Point for this obligation. Can come back to this.</p> <p><b>PNG FIA:</b> 2: Footnote to para 2 in relating to crew “includes all persons of any age” – needs rewording – should include “all persons of age”, instead of “any age”, i.e. excludes children, includes mature people.</p> <p><b>US:</b> 2: Concerned with that edit – the text was worded to deliberately ensure that if children aboard, they would be included and covered by any national legislation – not excluded. Need to be subject to the protections.</p> <p><b>CN:</b> 2: China has a compulsory requirement for people to above 18 years to be employed on fishing vessel. So difficult to include crew of “any age”.</p>		CCMs are “encouraged” to have relevant national legislation – not a binding obligation. Yet subsequent obligations in para 4 etc are binding.	
3	<p>In order to give effect to this Measure, CCMs may adopt legally binding mechanisms, such as licensing conditions for vessels fishing solely</p>	<p><b>CN:</b> 3: Para 3 is linked with area of application. If WCPFC decides that vessels operating solely in EEZ are not excluded from the CCM – then the language should be “shall” adopt legal binding mechanisms. But if WCPFC</p>		CCMs “may” adopt legally binding mechanisms – not a binding obligation. Yet subsequent obligations in para 4	

	<p>within its exclusive economic zone.</p> <p>In addition to the requirements of this Measure, CCMs may adopt legally binding mechanisms, such as licensing conditions, for vessels fishing solely within its exclusive economic zone.</p>	<p>decides to exclude vessels operating exclusively in EEZ – then the language should only be “may”.</p> <p><b>US:</b> 3: If it is decided that vessels fishing solely in EEZ are included in the CMM, then para 3 is not needed. Para 3 is only necessary if we exclude vessels which fish solely in their own EEZs. Para 3 is an encouragement for CCMs to do something with those vessels in zone. We will need to finalise para 1 before can decide on para 2 &amp; 3.</p>		<p>etc are binding.</p>	
<b>MINIMUM WORKING CONDITIONS ON BOARD FISHING VESSELS</b>					
<b>4</b>	<p>CCMs shall ensure that owners and/or operators of their fishing vessels authorized to fly their flag [operating within the WCPF Convention area][in areas beyond national jurisdiction]:</p> <p>CCMs shall ensure that owners and/or operators of fishing vessels authorized to fly their flag in the areas referred to in paragraph 1 are responsible for the working conditions for crew on board these fishing vessels, including to liaise with crew providers as necessary. These conditions include:</p>		<p><b>JP:</b> Japan still prefers to maintain this text “in areas beyond national jurisdiction”, pending the text in the paragraph 1.</p> <p><b>PNG Fishing Industry:</b> *4. j) If migrant fishers are employed, such fishers shall be given the same level of access as nationals are given to measures for worker protection, collective bargaining, training and health &amp; safety. Right to Freedom of Association 4. k) There shall be a non-discrimination policy and procedure that promotes equal treatment and opportunities for all fishers regardless of race, colour, sex, language, belief system, religion, political opinion, sexual orientation, property or national origin *4. l) Provide protection to crew right of Whistle Blowing</p>	<p><b>Implementation</b></p> <p>The obligations in the sub-paragraphs of para 4 are binding Implementation obligations. Obligations that require CCMs to take particular control or action over its vessels, operators, masters or crew (e.g. ‘CCMs shall ensure that its flagged vessels...’) are best treated as implementation obligations. This is because these obligations require CCMs to exercise control over its vessels, masters or crew – and require national binding measures to enable it to do so, along with appropriate monitoring controls.</p> <p>They should follow the following format:</p> <p><i>CCM submitted a statement in [ARPt2] that:</i> <i>(a.) confirms CCM’s implementation through adoption of a national binding measure that requires [#].</i> <i>(b.) describes how the CCM is monitoring and ensuring that [#], and how CCM responds to potential infringement or instances of non-compliance with this requirement.</i></p>	
<b>4 (i)</b>	<p>Providing crew members a safe working environment where the welfare, occupational safety and health of crews is effectively protected.</p>	<p>Change to “Providing”</p>	<p><b>Canada:</b> suggests considering a footnote to expand on what may fall under welfare, safety and health of crew, including ensuring the physical integrity of crew, sexual abuse, etc.</p>	<p>?</p>	
<b>4 (ii)</b>	<p>Ensure that no forced, or any other form</p>	<p>See proposed Attachment 2 for definitions.</p>	<p><b>JP:</b> With regard to “involuntary or</p>	<p>?</p>	

	<p>of involuntary or compulsory labour, is used on fishing vessels.</p> <p>Ensuring there is no forced or compulsory labour and other mistreatment on fishing vessels.</p>		<p>compulsory labour”, Japan suggests using a consistent phrase throughout this CMM.</p>		
<p>4 (iii)</p>	<p>Provide terms of employment, that are set out in a written contract or agreement, which is made available to the crew member, in a form and language that facilitates the crew member’s understanding of the terms, is agreed by the crew member prior to departure on the fishing trip, and signed by both the crew member and [the employer]. The [original or a copy of the] written contract or agreement shall <del>be carried on board and</del> be [made] available to the crew member and, [upon request, authorised officers] [in accordance with national law and practice,] to the concerned parties on request. A CCM may use the particulars, including in the crew agreement, as set out in the Attachment as a guideline.</p> <p>Providing terms of employment, that are set out in a written contract or agreement, which is made available to the crew member, in a form and language that facilitates the crew member’s understanding of the terms, is agreed by the crew member prior to departure on the fishing trip, and signed by both the crew member and the owner and/or operator. The written contract or agreement shall be made available to the crew member and, upon request, authorised officers, in accordance with national law and practice. A CCM may allow the owner and/or operator to use the particulars in Attachment 1 as a guideline for crew contracts or agreements.</p>	<p><b>CN:</b> (iii) regarding contract or agreement with crew member. Chapeau relates to owner and/or operator of FV. Difficulty because have non-national crew – over half of the crews operating in the WCPFC area. The contract is therefore between non-national crew and the manning company, located in the source country for the crew. The flag State cannot deal with that company located in another country. Contract is signed between crew and manning company – always a problem for the flag CCM. This obligation should be a joint obligation between the flag CCM and the CCM where the manning company is located. Important element for this delegation.</p> <p><b>CN:</b> (iii): (i) and (ii) are obligations for the flag State as the crew are operating on the vessel. But problem with (iii): flag CCM cannot manage the manning company which is located in another country. The crew’s contract is with the manning company.</p> <p><b>US:</b> (iii): Understand the point that China is making. But, as noted before, at WCPFC we can only bind the member countries to WCPFC CMMs. So flag States can make requirements for the vessels that we flag – even if there is a manning company involved. We can still require the Capt and the owner of the fishing vessel to have obligations for the crew contract/agreement. Recognise the existence of manning agencies – but they are not bound by WCPFC. Need to focus on what we can actually bind. Important element of protecting the crew on vessels. Some questions relating to “employer” terminology. Need to focus on the flag State and what we can manage under WCPFC.</p> <p><b>CN:</b> (iii): Understand US. Not removing (iii). Noted China’s new regulation relating to non-national crews on China flagged vessels. Have already requested vessel owner and/or operators to do this. This is no problem. But consider that the obligation should be a joint one – for both the flag CCM and the CCM in which the manning company is located (e.g. PH, ID, VN). Examples where the manning company has gone bankrupt – in that case, how are the salaries for the crew paid? In this case, the CCM of the manning company which has gone bankrupt should have a responsibility.</p> <p><b>RMI:</b> (iii): responsibility – owner, operator or a third party? Very clear in UNCLOS art 94 (3) (b). And also ILO Convention 188. Support the US.</p> <p><b>CN:</b> (iii): Understand it is the primary obligation of the flag State to ensure safety of crew – but we are now talking about detailed conditions (e.g. contracts) – these are agreed between the crew and the manning company prior</p>	<p><b>FFA:</b> Noting the practicality of keeping the contract on the vessel and different languages will be of no use to authorised officers during inspection. Delete “original or a copy of the” and “be carried on board and be”; add “made” available and “upon request, authorised officers”.</p> <p><b>WWF:</b> It seems like the “employer” should be specified for clarity’s sake. Given the frequency with which a crewing agency is used, it should be specified that the employer, which technically should be the vessel where the work is occurring, should be held responsible for any breach of an employment agreement. Given the transiency of crewing agencies, they should not be considered the “employer” if we intend to provide any level of genuine protection for crew.</p>	<p><b>Implementation</b></p>	

		<p>to the departure of the vessel on the fishing trip. So the obligation is that of the manning company and that CCM. At that point, the obligation of the flag State has not started.</p> <p><b>US:</b> (iii): Important point. No such thing as manning CCM in WCPFC Convention, UNCLOS or elsewhere. This is the responsibility of the flag State – responsibility of owner/operator to do right thing for their crew. As flag States, we can put requirements in place for owners/operators related to the manning companies. There are no manning CCM at WCPFC – there is no ability to bind them through WCPFC CMMs.</p> <p><b>CN:</b> (iii): Understand that it is the obligation of the flag State. Our legislation has already set that. But if the flag State ask the owner/operator to carry the responsibility, and the crew enter onto the vessel – but do not have a written contract or do not understand the terms of the contract (with the manning company). How do we make a judgment? Who has the power? That is why we think it should be a joint obligation. Based on current international law, we know there is no reference to a manning company. But since we are talking of a new measure, we need to create the term relating to manning company – otherwise this new measure will be meaningless.</p>			
<b>4 (iv)</b>	<p>Provide crew members decent working and living conditions on board fishing vessels, including access to clean or potable freshwater and food<sup>2</sup>, occupational safety and health protection, medical care, rest periods and sleeping quarters, and conditions that facilitate minimum standards of health and hygiene;</p> <p>Footnote 2: Food must be in a quantity and quality sufficient to satisfy the dietary needs of individuals, free from adverse substances, and acceptable within a given culture.</p>	Change to “Providing”.	<b>WWF:</b> Employing vessels must be required to carry all necessary food to keep crew sustained and healthy for the duration of the deployment.	<b>Implementation</b>	
<b>4 (v)</b>	<p>Provide crew members documented decent and regular remuneration (for example monthly or quarterly) [(a minimum of every X months, and compensation not less than that prescribed in national or subnational legislation of the flag CCM)] that is [readily] accessible by crew [through independent means] [<del>that remain at sea</del>]</p>	<p><b>CN:</b> (v) question on who provides the “documented” evidence of regular remuneration? Suggest this should be deleted – requires judgement – an additional Audit Point. Chair:</p> <p><b>US:</b> (v): want to ensure that crew are paid fairly. Language is circular. Some terminology is hard to verify in a binding paragraph. Don’t want to lose important aspects of this para: decent and regular remuneration (crew at sea for months); accessible by crew (able to be used by crew and sent to family etc).</p> <p><b>CN:</b> (v) –remuneration accessible by crew. Under China’s</p>	<p><b>Canada:</b> proposes the following text (in red). Canada suggests decent and regular remuneration be better supported.</p> <ul style="list-style-type: none"> <li>- decent can be framed in the context of no less than is required by national law/legislation.</li> <li>- regular should be supported by a minimum time frame, rather than examples.</li> </ul>	<b>Implementation</b>	

	<p><del>for long periods</del>] as well as appropriate insurance for the crew;</p> <p>Providing crew members decent and regular remuneration (for example monthly or quarterly) that is accessible by crew as well as appropriate insurance for the crew;</p>	<p>new regulations – asked owner to request that manning company establish separate bank account for each crew member. But have not raised in this context. Understand that this would be difficult for other CCMs. Intention – accessible – again, this should be a joint obligation. Manning company have obligation to establish bank account for the crew – flag CMM cannot control the situation. This is a joint obligation.</p> <p><b>CA:</b> (v): aim was to add qualifiers to (v). Understand US comments on circular – so take that back. Good to have a minimum period for regular remuneration so can assess this. Important that there are independent means of accessing remuneration if onboard vessels for a long time – crew may need to transfer money to family etc.</p> <p><b>JP:</b> (v) accessible to crew through “independent means” – what does this mean? The bank transfer record and documentation of money transfer are independent. Otherwise it is confusing. CA proposed minimum regular remuneration of x months – but this depends on the contract between the crew and the manning company – depends on the fishing practice. Prefer original language – “for example, monthly or quarterly” – should not define the intervals for remuneration – depends on members’ domestic laws etc.</p> <p><b>CT:</b> (v): similar to JP – difficulties with regard to “independent means”. CCM’s obligation is to require the owner/operator to provide remuneration as per the contract, consistent with domestic laws or regulations. May create an issue for the CMS process – who decides on regular, decent etc? The text should simply ask CCMs to take all measures to require the owner/operators to ensure contracts with crew meet the legal requirements. CT can provide some proposed language.</p>	<p>It is also important that crew members have independent means to access their bank accounts while at sea, to have full control and oversight of the money being paid to them throughout their employment.</p> <p><b>PNG Fishing Industry:</b> List of Crew Labour Rights</p> <p>*4.i) Provide protection for Migrant workers that is relevant worker documentation (e.g., passport, work permit, visa, etc.) shall be reviewed to ensure that all fishers meet legal requirements for employment in the applicable jurisdiction in the CMM especially on foreign flagged vessels and chartered or Locally based foreign boats.</p>		
4 (vi)	<p>Provide crew members regular opportunity to disembark consistent with [national] laws of the flag [State] [CCM], unfettered access to their identity documents, ability to terminate the contract of employment, [unmonitored] access to <del>independent</del> communication devices to seek assistance and [a regular opportunity to] seek repatriation.</p> <p>Providing crew members regular opportunity to disembark consistent with laws of the flag CCM, unfettered access to their identity documents, ability to terminate the contract of employment and seek repatriation, and unmonitored access to communication devices to seek assistance.</p>	<p><b>CN:</b> (vi): consistent with the laws of the flag CCM – delete “national” and State. Fishing company provide the salary to the manning company (not to the individual crew) – flag CCM cannot control the salary payment – can only ask the fishing company to provide the salary as contracted between the crew and the manning company. This another joint obligation.</p> <p><b>JP:</b> (vi): “independent” communication devices – intention is unclear. FV owners are required to provide smart phones or devices to each crew member? “unfettered” access to ID docs – perhaps this can cover access to communication devices. Delete “independent”.</p> <p><b>US:</b> (vi): Some questions – e.g. might prefer something like “unmonitored” – so that crew have an ability to speak privately and not be monitored by the Capt or other crew members. Can be flexible.</p> <p><b>CT:</b> (vi) similar to US. Need right term for access to communication device. Similar to ILO188, need to also consider the cost of the use of the device – this should be born by the crew (not the owner/operator).</p> <p><b>US:</b> (vi) “unfettered” and “unmonitored” are not the same</p>	<p><b>Canada:</b> recommends we include 'independent communication devices' to allow free and unfettered ability to contact home/ government agency without fear of reprisal.</p>	Implementation	

		thing – have both in [ ].			
4 (vii)	<p>Where the early termination of a contract is sought by the employer, transportation and other related expenses shall be the sole responsibility of the employer. <b>[In cases involving employee insubordination, sabotage, or breach of contract] [or if early termination is the fault of a crew member’s misconduct, transportation and other related expenses shall be the responsibility of the crew member.]</b></p> <p>Providing transportation and other related expenses, where the early termination of a contract is sought by the owner and/or operator.</p>	<p><b>US:</b> (vii): sabotage raises some flags for us. Will provide some text for 4 (vii).</p>	<p><b>Canada:</b> With regard to termination being the fault of the crew member, while we understand the concerns previously raised that led to this sentence, Canada suggests time be spent on finding a solution to this issue. As currently written, this provision could easily be abused on the part of the owners and operators to avoid costs.</p> <p><b>CT:</b> We support adding “In cases involving employee insubordination, sabotage, or breach of contract” to clarify the possible scenario.</p> <p><b>WWF:</b> Again, (in cases where termination is the fault of a crew member), there must be a due process requirement or it will almost certainly be the case that every crew will be found to have been insubordinate.</p>	<b>Implementation</b>	
4 (viii)	<p><del>[Full protection of the health and safety and morals of young crew members, including ensuring young crew members have received adequate specific instruction or vocational training and have completed basic pre-sea safety training;]</del></p>	<p><b>US:</b> (viii) – language should be removed – proposed for annex.</p> <p><b>CN:</b> (viii): agree with US on (viii) to the annex. Also basic pre-sea safety training happens before the crew is on the vessel – so this is another joint obligation.</p> <p><b>RMI:</b> (viii): FFA would like to retain (viii) in the text, not the annex.</p>			Depending on where we land with para 5 (b) – training of young people could be covered by 5 (b).
5	<p>CCMs shall ensure that owners and/or operators of their fishing vessels authorized to fly their flag operating [within the [WCPF] Convention area]:</p> <p>CCMs shall ensure that owners and/or operators of their fishing vessels authorized to fly their flag operating in the areas set out in paragraph 1:</p>		<p><b>JP:</b> “Within the WCPF Convention Area” should be updated consistent with the Area of Application in paragraph 1.</p> <p><b>Canada:</b> recommends the following text: "CCMs shall ensure that owners and operators of their fishing vessels authorized to fly their flag within [agreed scope]: ..."</p>		Not clear why these two components in para 5 are separated from para 4?
5 (a)	<p><b>[Carry aboard and] Maintain a [verified or updated] record of the provided contact details of each crew member’s next of kin or designated contact person before the</b></p>	<p><b>CN:</b> 5 (a): Details of the crew’s next of kin/contact for the crew before the crew member embarks on the vessel – this is the responsibility of the manning company. Although we can ask the owner to do this. But the owner of the fishing company has no idea how to contact the</p>	<p><b>Canada:</b> suggests this paragraph be rewritten as follows: "Carry aboard and maintain a record of the contact details of each crew member's next of kin or</p>	<b>Implementation</b>	

	<p>crew member embarks on a vessel [and share this information with flag CCM before crew member embark on vessel] [in coordination with crew providers, as appropriate]; and</p> <p>Carry aboard a record of the provided contact details of each crew member's next of kin or designated contact person; and</p>	<p>crew next of kin/contact – it is the manning company's role – that is current practice.  <b>JP:</b> 5 (a): "verified or updated" next of kin/contact details, and carry on board this document, and also share with flag CCM. This is not necessary – as long as available that is OK. If a problem occurs – it is not necessary to share this information with the flag CCM ahead of crew embarking. Return to original language.  <b>US:</b> 5 (a): Agree with JP – no need to share information with flag CCM before crew embarks. Do we need "verified"? What does that mean? Information should be maintain – but can't expect it to be verified.  <b>CT:</b> 5 (a): Support US and JP comments.</p>	<p>designated contact person before the crew member embarks on a vessel and share this information with flag CCM before crew member embarks on vessel."</p> <p>Per CT previous comment regarding difficulty reaching crew, Canada has proposed that CCMs 'shall ensure' contact details also be shared with the flag CCMs so that all involved can make every effort to reach these contacts.</p> <p><b>WWF:</b> "a verified record"? "An updated record"? A vessel could just keep a list of random names and contact details and meet this standard.</p>		
5 (b)	<p>Provide onboard safety training and/or instruction for all the crew members working on board the vessel, with consideration given to relevant international guidelines and standards [for training of fishers]. <del>[including where applicable, the regulations set out in the Basic Safety Training for all fishing vessel personnel of the International Convention on Standards of Training, Certification and Watch keeping for Fishing Vessel Personnel (STCW-F). Owners and operators are encouraged to coordinate training with crew providers.]</del></p> <p>Provide onboard safety training and/or instruction for all the crew members working on board the vessel, with consideration given to relevant international guidelines and standards for training of fishers.</p>		<p><b>FFA:</b> Delete reference to the Basic Safety Training of the International Convention on Standards of Training, Certification and Watch keeping for Fishing Vessel Personnel (STCW-F) and add "for training of fishers".</p>	<b>Report</b>	<p>On-board training would include training for the young crew as well (see para 4 (viii)).</p>
<b>IN THE EVENT OF A CREW MEMBER'S DEATH</b>					
6	<p>In the event a crew member dies, [paragraphs 7(a), (c), (g) and (h) apply and [must be reported to the Secretariat]. Additionally, the flag CCM shall ensure that the owner and/or operator of the fishing vessel preserves the body for the purposes of an autopsy, investigation, and[/or]</p>	<p><b>JP:</b> chapeau/(b): Prefer that "must be reported to the Secretariat" should be deleted from the para. During a crucial emergency situation – the vessel and relevant flag authorities are busy. The information can be reported to the Secretariat on annual basis (in an annual report) – rather than immediately during an emergency event – this is not practical.</p>	<p><b>JP:</b> Japan still believes that this reporting requirement to the Secretariat is deleted. It also supports the idea to consider para 3 and 4 of CMM2017-03 on observer safety.</p>	<p><b>Report:</b> (comparable to AP for CMM 2017-03 03-06 where there was general support for the obligations to be RP as the required action is triggered by an event. This approach supports others' comments that the</p>	<p>CMM 2017-03 CMM on protection of WCPFC ROP observers.pdf</p> <p>3. In the event that a WCPFC ROP observer dies, is missing or presumed fallen overboard, the CCM to which the fishing vessel is flagged shall ensure</p>



<p>repatriation. Bodies of deceased crew may not be buried at sea [or disposed of in any other manner] <b>[unless specifically authorized by a domestic regulation [or next of kin] and/or international standards].</b></p> <p><i>[proposed restructuring of this para for clarity:</i></p> <p><b>In the event a crew member dies, the flag CCM shall ensure that the owner and/or operators of the fishing vessel:</b></p> <p>(a): [immediately] ceases [all] fishing operations [as soon as practicable];</p> <p>(b): immediately notifies the flag CCM, relevant authorities, <b>[the Secretariat] [and if appropriate the crew provider]</b> <del>[ crew member's next of kin or designated contact person, and crew provider if appropriate];</del></p> <p>(c): cooperates fully in all official investigations, and preserves any potential evidence and the personal effects and, <b>[if not needed by other crew,] quarters [if not needed by other crew,]</b> of the deceased or missing crew member, and returns to port [if so ordered by flag] CCM;</p> <p>(d): [If a vessel is required to return to port, it may only depart upon receiving clearance from the relevant [port] <b>[and] [flag] CCM authorities [after the port authority has notified the flag CCM about the departure].</b></p> <p>(e): preserves the body for the purposes of an autopsy, investigation, and[/or] repatriation. Bodies of deceased crew may not be buried at sea [or disposed of in any other manner] <b>[unless specifically authorized by a domestic regulation [or next of kin] and/or international standards].</b></p>	<p><b>JP:</b> (e ): Japan's domestic regulation and also international regulations allow for dead bodies to be buried at sea – in case of epidemic disease. In many cases, the dead body will be retained on FV – but in some cases, there is no choice but to allow the body to be buried at sea – so that is why we would like to keep the language “unless specifically authorised by a domestic regulation and/or international standards”.</p> <p><b>CN:</b> chapeau/(b)/ (e ): Agree with JP on reporting to the Secretariat. On dead body – the intention of a family member is very important – the family member may not agree to receive the body. There have been many cases where the next of kin do not want the body transferred back home, given the cost. Important to keep the reference to burial at sea if requested by the next of kin, and confirmed by the manning company which has a contract with the crew member. This is the current practice.</p> <p><b>US:</b> chapeau/(b): Keep language about reporting to the Secretariat – this is consistent with measure for observer safety CMM 2017-03 para 6. No reason why there should be a different notification requirement for crew members. Fine to require further notification from flag CCM in the annual report. It is general practice to notify the Secretariat (e.g. HSBI, observer safety). The report does not need to be burdensome – there is no temporal element (i.e. it does not need to be an immediate report) – there is some flexibility if the vessel operator is busy dealing with the crew death. In any case, it is hoped that crew deaths are infrequent – so it should not be a large burden.</p> <p><b>JP:</b> chapeau/(b): There are only one observer on board; but there are many crew on board and some are quite old – so death could happen quite often. Immediate reporting to the Secretariat is not needed – it is burdensome to the vessel and flag States. Need to focus on protecting decent working conditions for crew members – instant reporting to Secretariat is not necessary.</p> <p><b>CN:</b> chapeau/(b): support JP. If the language is “report to the Secretariat” – then our understanding is that this is annual reporting.</p> <p><b>CN:</b> (d): With regard to the vessel required to return to port, there is a reference to clearance from the port CCM ahead of departure. But this is not necessary. The vessel has returned to port at the request of the flag CCM. So clearance to depart port only relates to the flag CCM not the port CCM. Suggest reference to port CCM be deleted.</p> <p><b>JP:</b> (d): Agree China. When FV enters or exits from a port – clearance from the port State is necessary. But the essence of this para is that the flag State requires the vessel to enter port until the investigation is completed. Port authorities can control the FV while it is at port – but there is no need to refer to port CCM authorities as well.</p> <p><b>RMI:</b> chapeau/(b): Agreement with the US on reporting to Secretariat, and also next of kin.</p> <p><b>NR:</b> (e ): [From chat]: Suggest delete the reference to</p>	<p><b>JP:</b> Japan suggests maintaining the text: “unless specifically authorized by a domestic regulation [or next of kin] and/or international standards”</p> <p><b>Canada:</b> suggests this paragraph be placed after paragraph 6 so that we are not referencing future sub-paragraphs.</p> <p><b>WWF:</b> ...Add at the direction of the next of kin... If a family member wants a deceased relative brought home, it is their decision and right to have that occur, not the employer. A family member should have SOLE discretion to decide whether a relative may be buried at sea.</p>	<p>'monitoring' element is difficult to include as it relates to a reportable event.)</p> <p><i>The Secretariat confirms that CCM submitted in AR Pt2 a statement confirming that it required its flagged vessel owner and/or operators in the event a crew member dies:</i></p> <p><i>a. to meet the requirements in paragraph 6, including to notify the flag CCM, relevant authorities, and the Secretariat;</i></p> <p><i>b. to ensure that the body is well-preserved for the purposes of an autopsy, investigation and/or repatriation.</i></p>	<p>that the fishing vessel:</p> <ol style="list-style-type: none"> <li>immediately ceases all fishing operations;</li> <li>immediately commences search and rescue if the observer is missing or presumed fallen overboard, and searches for at least 72 hours, unless the observer is found sooner, or unless instructed by the flag CCM to continue searching2 ;</li> <li>immediately notifies the flag CCM;</li> <li>immediately alerts other vessels in the vicinity by using all available means of communication;</li> <li>cooperates fully in any search and rescue operation</li> <li>whether or not the search is successful, return the vessels for further investigation to the nearest port, as agreed by the flag CCM and the observer provider;</li> <li>provides the report to the observer provider and appropriate authorities on the incident; and</li> <li>cooperates fully in any and all official investigations, and preserves any potential evidence and the personal effects and quarters of the deceased or missing observer.</li> </ol> <p>4. Paragraphs 3(a), (c) and (h) apply in the event that an observer dies. In addition, the flag CCM shall require that the fishing vessel ensure that the body is well-preserved for the purposes of an autopsy and investigation.</p> <p><b>International Medical Guide for Ships:</b> <a href="http://www.who.int/emergencies/diseases/nipah-virus/publications/medical-guide-for-ships">untitled (who.int)</a></p> <p>What to do (excerpt only) ■ If the dead person was ill on board, consult any records that were made of the nature and course of the illness and the treatment given. ■ If the person was injured, investigate and record the circumstances of the injury or injuries. ■ If the circumstances of death were unusual, sudden, or unknown, or if there is any possibility of criminal intent, a post-mortem examination is indispensable. You may be suspected of concealing a crime if a person is buried at sea under these circumstances: ● to preserve the body for examination put it in a body bag and then in a</p>
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	<p>In the event a crew member dies, the flag CCM shall ensure that the owner and/or operators of the fishing vessel:</p> <p>(a): immediately ceases all fishing operations as soon as practicable;</p> <p>(b): immediately notifies the flag CCM and the crew member's next of kin or designated contact person;</p> <p>(c): cooperates fully in all official investigations, and preserves any potential evidence and the personal effects and, if not needed by other crew, the quarters of the deceased crew member;</p> <p>(d): returns to port if required by the flag CCM for the official investigation and departs only when clearance is received from the flag CCM authorities;</p> <p>(e): preserves the body for the purposes of an autopsy, investigation, and/or repatriation. Bodies of deceased crew should not be buried at sea or disposed of in any other manner unless specifically authorized by the flag CCM's national regulation, or next of kin; and</p> <p>(f): informs the Secretariat of the death of a crew member and circumstances within one week.</p>	<p>"next of kin" [in relation to burial at sea] as this would defeat the purpose of investigation to determine the cause of death. Para 6 must include somewhere a requirement for communication or notification to next of kin.</p> <p><b>CN:</b> (e): On comments regarding next of kin and implications for the investigation. Once the vessel is dealing with the dead body (e.g. burial at sea etc), the investigation has been completed. If only the next of kin can receive the dead body – this is a problem if the next of kin in another country has no desire to receive the dead body. But this has nothing to do with the investigation – which should already be completed. The intention of the next of kin is very important.</p> <p><b>ID:</b> What happens in the case that the owner cannot fill their responsibility for the families of the crew member and do not pay compensation. What happens to the owner of the FV? What procedures are there to prevent this happening in the future?</p> <p>Chair: obligation on the flag CCM. Welcome language from ID.</p>			<p>refrigerator or cold-store; ● failing this, place the body in a bath in which you have put a large amount of ice. ■ <b>Only if the ship is not near a port and the body cannot be kept on board because it poses a risk of infection should you proceed to burial at sea:</b> ● seek medical advice to confirm that it is dangerous to keep the body on board and record this advice in the log;</p> <p>BURIAL AT SEA (excerpt only) <b>Burial at sea should be considered a last resort; always take the body to the next port if you can. The body may be buried at sea if there is no suspicion of foul play and it is not possible to keep the body safely on board, or if the next-of-kin have so requested</b> (be wary of agreeing to requests of this type if you cannot be sure of the cause of death).</p>
<b>IN THE EVENT A CREW MEMBER IS MISSING OR FALLEN OVERBOARD</b>					
7	<p><b>In the event that a crew member is missing or presumed fallen overboard, the flag CCM shall ensure that the [owner and/or] operator of the fishing vessel:</b></p> <p>In the event that a crew member is missing or presumed fallen overboard, the flag CCM shall</p>		<p><b>Canada:</b> suggests including owners and operators here as well as some of the items below may be carried out by owners are well.</p>	<p><b>Report:</b> (comparable to AP for CMM 2017-03 03-06 where there was general support for the obligations to be RP as the required action is triggered by an event. This approach supports others' comments that the 'monitoring' element is difficult to include as it relates to a reportable event.)</p>	<p><a href="#">CMM 2017-03 CMM on protection of WCPFC ROP observers.pdf</a></p> <p>5. In the event that a WCPFC ROP observer suffers from a serious illness or injury that threatens his or her health or safety, the CCM to which the fishing vessel is flagged shall ensure that the fishing vessel:</p> <p>a. immediately ceases fishing operations;</p>

	ensure that the owner and/or operator of the fishing vessel:			<i>The Secretariat confirms that CCM submitted in AR Pt2 a statement confirming that it required its flagged vessel owner and/or operators in the event a crew member is missing or presumed fallen overboard:</i> a. to meet the requirements in paragraph 7, including to notify the flag CCM, RCC, and relevant authorities.	b. immediately notifies the flag CCM c. takes all reasonable actions to care for the observer and provide any medical treatment available and possible on board the vessel; d. where directed by the observer provider, if not already directed by the flag CCM, facilitates the disembarkation and transport of the observer to a medical facility equipped to provide the required care, as soon as practicable; and e. cooperates fully in any and all official investigations into the cause of the illness or injury.  6. For the purposes of paragraphs 3 through 5, the flag CCM shall ensure that the appropriate Maritime Rescue Coordination Centre 3, observer provider and Secretariat are immediately notified.
7 (a)	[immediately] ceases [all] fishing operations [as soon as practicable];  (a) immediately ceases all fishing operations as soon as practicable;	<b>RMI:</b> (a): “as soon as practicable” is the only option given operational requirements. <b>PNG FIA:</b> (a): agree with RMI. <b>CN:</b> (a): “all fishing operations” – the word “all” is not necessary. There may be some processes on board the vessel that can continue to be conducted.	<b>WWF:</b> So what is practicable? Does that mean you can spend the next 2 hours hauling or setting before even looking for a missing crew?	<b>Report?</b>	
7 (b)	immediately notifies the responsible Rescue Coordination Center (RCC) to report the incident time and location and commences search and rescue for at least 72 hours unless the crew member is found sooner, or unless [otherwise] instructed by the flag CCM to continue searching; <sup>3</sup>  Footnote 3: In the event of force majeure, flag CCMs may allow their vessels to cease search and rescue operations before 72 hours have elapsed.				
7 (c)	immediately notifies the flag CCM and [if appropriate the] relevant authorities [and if appropriate the crew provider] [and crew member’s next of kin or designated contact person] [ <del>crew member’s next of kin or designated contact person, and crew provider if appropriate</del> ];	<b>CA:</b> ( c) – the way it was drafted, “if appropriate” applied to all (i.e. flag CCM, relevant authorities and the crew provider) – when “if appropriate” should only apply to the crew provider. <b>CN:</b> ( c): Notification to the flag CMM and relevant authorities. What is meant by relevant authorities? FV should only notify flag CCM and, if appropriate, the crew provider. 7 (b) already requires the FV to notify the RCC. <b>JP:</b> ( c): similar concern to CN. Scope of “relevant	<b>Canada:</b> suggests rewording to 'and if appropriate, crew provider' because 'if appropriate' applies only to crew provider.  We may also include an obligation on the flag CCM to connect with next of kin and/or designated contact person should the owner		

	immediately notifies the flag CCM and crew member's next of kin or designated contact person;	<p>authorities" is obscure. Add "if appropriate" prior to both relevant authorities and crew provider. Notification to the flag CCM is necessary.</p> <p><b>US:</b> (c): Comfortable to remove "relevant authorities" if necessary. But, as already explained, crew provider does not have a special role and has no standing at WCPFC. The reference to crew provider should be removed. Need to add back a reference to the notification to the next of kin or designated contact person.</p> <p><b>NR:</b> (c): Need to reconsider use of term "crew provider". Labour is not a commodity – working to protect and support people.</p> <p><b>CN:</b> (c): Have a problem with the US suggestion to add in the notification from the flag CCM to the next of kin or designated contact person. In the current practice, the FV has no information about the crew member's next of kin, especially for non-nationals. This information is handled only by the manning company. This is a practical difficulty.</p> <p><b>CT:</b> (c): On US suggestion - in some cases, may not know who is the next of kin – so need to add in also "designated contact person".</p> <p><b>CN:</b> (c): No difficulties on adding "or designated contact person". Propose that each CCM should report to Secretariat the designated contact person for crew members. If that is the case, then can go along with this.</p> <p><b>US:</b> (c): In para 5 (a) – the designated contact person is referred to – with the flag CCMs ensuring that owner and/or operator maintain a list of crew member's next of kin or designated contact person. That information is available for use in the event of an emergency.</p>	and/or operator not be able to notify them immediately.		
7 (d)	immediately alerts other vessels in the vicinity regarding the status of the crew member by using all available means of communication;				
7 (e)	cooperates fully in any search and rescue operation;				
7(f)	provides a report about the incident to the appropriate authorities of the flag CCM and other appropriate authorities on the incident if requested;				
7 (g)	cooperates fully in all official investigations, and preserves any potential evidence and the personal effects and, [if not needed by other crew,] quarters [if not needed by other crew,] of the deceased or missing crew member, and returns to port [if so ordered by flag] CCM; and		<p><b>JP:</b> In our understanding, at the previous WS, it was concluded that the phrase "if not needed by other crew" should go <i>before</i> "quarters" to clarify the meaning. See our suggested edit.</p> <p><b>FFA:</b> Suggest deletion of "if not needed by other crew".</p>		

	cooperates fully in all official investigations, and preserves any potential evidence and the personal effects and, if not needed by other crew, the quarters of the missing crew member;				
7 (h)	<p>[If a vessel is required to return to port, it may only depart upon receiving clearance from the relevant <del>[port]</del> <del>[and]</del> <del>[flag]</del> CCM authorities [after the port authority has notified the flag CCM about the departure].</p> <p>returns to port if required by the flag CCM for the official investigation and departs only when clearance is received from the flag CCM authorities;</p>	<p><b>JP:</b> (h): As suggested for para 6 – only flag CCM authorities is required in this para – the reference to port CCM authorities is not necessary – should be deleted.</p>	<p><b>JP:</b> Japan supports “flag CCM”.</p> <p><b>Canada:</b> Note that paragraph needs to be reworded for grammatical purposes. This paragraph also places many obligations on the port CCM under a paragraph that speaks to flag CCM obligations. No suggested text at this time.</p> <p><b>FFA:</b> added “and”: so it reads “relevant port and flag CCM....”</p>		
<p><b>[IN THE EVENT OF ] FORCED LABOUR<sup>4</sup> [PRACTICES] OR MISTREATMENT OF CREW</b></p> <p><b>[Role of CCMs in response to [poor and forced] labour conditions and mistreatment of crew]</b></p> <p><b>IN THE EVENT OF FORCED LABOUR OR MISTREATMENT</b></p> <p>Footnote 4: The definition of forced labour refers to article 2 (1), ILO C029 Forced Labour Convention</p>			<p><b>Canada:</b> notes that poor and forced labour are used interchangeably in this section. Our preference would be to include both poor and forced labour throughout. Also, Canada suggests the sub-header be changed to 'Role of CCMs in response to [poor and forced] labour conditions and mistreatment of crew'.</p>		<p><b>Art 2 (1) of ILO Co29:</b> For the purposes of this Convention the term forced or compulsory labour shall mean 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.</p>
8	<p>In the event that a flag CCM has reasonable grounds to believe, based on <del>[credible information such as]</del> port state notifications, <del>[or]</del> information provided by a crew member or <del>[other credible information HSBI reports]</del>, that a crew member’s health and safety is endangered or that a crew member has been subjected to treatment that may indicate [forced labour] and/or [mistreatment] <del>[, such as having been denied access to potable water, adequate food, toilets, rest, medical attention, or restriction of</del></p>	<p><b>CN:</b> chapeau: Difficult to include reference to HSBI – HSBI should be conducted based on multiple language questionnaire module. But current HSBI module is old (adopted in 2006) – there is no inclusion of issues related to crew standards. It needs to be updated – it is currently impossible to recognise information provided through current HSBI practices.</p> <p><b>US:</b> chapeau: In response to CN, the HSBI questionnaire may not be up to date – but that would be true in response to any new CMM – the HSBI questionnaire needs to be updated and this can be a separate action item – that is not a reason to remove the reference to information obtained through HSBI on crew mistreatment. HSBI can address</p>	<p><b>JP:</b> Japan does not support the addition of “port State” here.</p> <p><b>Canada:</b> requests that HSBI reports also be included and that we reframe as follows: " In the event that a flag CCM has reasonable grounds to believe, based on credible information such as port state notifications, information provided by a crew member or HSBI reports, that..."</p>	<p><b>Implementation</b> (comparable to AP for CMM 2017-03 07 &amp; 08 – implementation with removal of the monitoring element)</p> <p><i>CCM submitted a statement in AR Pt 2 that:</i>  <i>a. confirms CCM’s implementation through adoption of a national binding measure that requires its flagged vessels to do the following in the event that there are reasonable</i></p>	<p><a href="#">CMM 2017-03 CMM on protection of WCPFC ROP observers.pdf</a></p> <p>8. In the event that there are reasonable grounds to believe a WCPFC ROP observer has been assaulted, intimidated, threatened, or harassed such that their health or safety is endangered and the observer or the observer provider indicates to the CCM to which the fishing vessel is flagged that they wish for the observer to be removed from the fishing vessel,</p>

	<p><del>movement</del>, the flag CCM [<del>and port State</del>] shall ensure that the owner and/or operator of the fishing vessel:</p> <p>In the event that a flag CCM has reasonable grounds to believe, based on information such as port state notifications, electronic monitoring, observer reports, high seas boarding inspection reports or information provided by a crew member, that a crew member's health and safety is endangered or that a crew member has been subject to forced or compulsory labour and other mistreatment, the flag CCM shall ensure that the owner and/or operator of the fishing vessel:</p>	<p>obligations from any binding CMMs. Not great to remove indicators of forced labour in the latter part of the chapeau paragraph. It is helpful to understand what is meant by "forced labour" – members had expressed a desire to specify these elements. This is going backwards on what was previously agreed.</p> <p><b>RMI:</b> chapeau: forced labour has clear prescribed indicators which are internationally accepted – listing of detail in this para is unnecessary.</p> <p><b>Chair:</b> chapeau: Note the eleven ILO indicators of forced labour: Abuse of vulnerability • Deception • Restriction of movement • Isolation • Physical and sexual violence • Intimidation and threats • Retention of identity documents • Withholding of wages • Debt bondage • Abusive working and living conditions • Excessive overtime.</p> <p><b>CN:</b> chapeau: Not requesting the removal of HSBI – just expressing concern about the old questionnaire. Do we need to also consider use of information obtained from EM as well as observer reports? This information would be useful. Need to make it easy for industry to understand what forced labour looks like – suggest that the eleven indicators are included as an Annex.</p> <p><b>US:</b> chapeau: fine with addition of EM and observer reports and fine with adding indicators of forced labour to an annex.</p>	<p><b>FFA:</b> Suggest deletion of " such as having been denied access to potable water, adequate food toilets, rest, medical attention, or restriction of movement." Forced labour has prescribed indicators and mistreatment should be covered by the conditions in the CMM.</p>	<p><i>grounds to believe a crew member's health and safety is endangered or that a crew member has been subjected to treatment that may indicate [forced labour] and/or [mistreatment]</i></p> <p><i>i. Immediately take action to preserve the safety of the crew member and mitigate and resolve situation on board</i></p> <p><i>ii. Notify the flag CCM authorities of the situation as soon as possible, including remedies provided, status and location of crew member</i></p> <p><i>iii. Facilitate safe disembarkation of the crew member in a manner and place agreed to by flag CCM that facilitates access to any required medical treatment</i></p> <p><i>iv. Cooperates fully in any and all official investigations into the incident</i></p>	<p>the CCM to which the fishing vessel is flagged shall ensure that the fishing vessel:</p> <p>a. immediately takes action to preserve the safety of the observer and mitigate and resolve the situation on board;</p> <p>b. notifies the flag CCM and the observer provider of the situation, including the status and location of the observer, as soon as possible;</p> <p>c. facilitates the safe disembarkation of the observer in a manner and place, as agreed by the flag CCM and the observer provider, that facilitates access to any needed medical treatment; and</p> <p>d. cooperates fully in any and all official investigations into the incident.</p>
8 (a)	immediately takes action to preserve the safety of the crew member and mitigate and resolve the situation on board;				
8 (b)	immediately provides the flag CCM's designated authorities with a report on the situation, remedies provided, including the status and location of the crew member, as soon as possible;			Report?	
8 (c)	facilitates the safe disembarkation of the crew member in a manner and place, as agreed by the flag CCM and crew member, including access to any needed medical treatment at the expense of the owner and/or operator; and				
8 (d)	cooperates fully in any and all official	<b>CN:</b> (d): "independent and individual" access to crew members – we understand this to mean opportunities for	<b>WWF:</b> ...Independent and individual access...		

	<p>investigations into the incident, including by providing <b>[independent and individual]</b> access to all crew members remaining on the vessel</p> <p>cooperates fully in any and all official investigations into the incident, including by providing independent and individual access to all crew members remaining on the vessel;</p>	1:1 interview with crew members – in that case, no difficulties.			
<b>8 (e)</b>	<p><del>[facilitates access of the crew member by the port State to the nearest embassy or consulate consistent with their nationality]</del></p> <p>facilitates access of the crew member by the port State to the nearest <b>[support organisation,]</b> embassy or consulate consistent with their nationality, <b>[where available]</b></p>	<b>CN:</b> (e ): difficult for the owner/operator to assist the crew to an embassy – they have no ability to do that. Suggest entire paragraph is [ ].	<p><b>JP:</b> Japan does not support the addition of this text because the responsibility of the port State is unclear.</p> <p><b>FFA:</b> add “support organisation” and “where available”.</p>		
<b>9</b>	<p>In the event that, after disembarkation from a fishing vessel a crew member reports <b>[with reasonable evidence]</b> to the port CCM an allegation of <del>[poor labour conditions]</del> <b>[forced labour]</b> or mistreatment while on board the fishing vessel, the port CCM shall notify, in writing, the flag CCM <del>[and the Secretariat].</del> <b>[and the Secretariat]</b>. Upon notification, the flag CCM in accordance with Article 25 of the Convention, shall:</p> <p>In the event that, after disembarkation from a fishing vessel, a crew member reports to the port CCM an allegation of forced or compulsory labour and other mistreatment while on board the fishing vessel, the port CCM shall notify, in writing, the flag CCM and the Secretariat. Upon notification, the flag CCM in accordance with Article 25 of the Convention, shall:</p>	<p><b>US:</b> chapeau 9: Do not support addition of “with reasonable evidence” – we are talking about allegations which need to be investigated – we don’t want to put the bar that high. This is information which should simply be transmitted to the flag CCM for their investigation.</p> <p><b>JP:</b> chapeau 9: If crew member indicates it wants to embark without good reason, then the need for investigation here could be burdensome – that’s why added “with reasonable evidence”. There may be other ways, e.g. with reasonable background.</p> <p><b>CN:</b> chapeau 9: support JP.</p> <p><b>RMI:</b> chapeau 9: Support the inclusion of the requirement of the port CCM to report to the Secretariat.</p> <p><b>US:</b> chapeau 9: Appreciate JP flexibility – will consider other language to accommodate that concern – will work on some drafting for para 9 chapeau.</p>	<p><b>JP:</b> We suggest this edit (addition of “with reasonable evidence”) to establish an objective process and avoid a situation that a crew member’s unfounded claim creates undue burden to the relevant authority.</p> <p><b>JP:</b> To use consistent terms with paragraph 8. Same applies to other places of the document. [Delete “poor labour conditions” and add “forced labour and/or...”]</p> <p><b>JP:</b> We see value in the establishment of good communication between port state and flag state. At this stage, considering the workload of the Secretariat, suggest deleting reporting requirement to the Secretariat.</p> <p><b>WWF:</b> We insist that the Secretariat must play a central role in recordkeeping and reporting of human and labour rights violations. The Secretariat must record, enumerate, and submit a report on the nature of the allegations and outcomes of any investigation on</p>	<p><b>Report:</b> (comparable to CMM 2013-03 10 – supported as a RP obligation rather than IM obligation due to wording of paragraph).</p> <p><i>The Secretariat confirms that CCMs submitted a statement outlining how paragraph is implemented :</i></p> <ol style="list-style-type: none"> <li>a. <i>Port CCMs have a procedure for reporting to a flag CCM and the Secretariat if they receive an allegation from a crew member about forced labour or mistreatment on board a fishing vessel;</i></li> <li>b. <i>Flag CCMs have processes and procedures for conducting an investigation and taking appropriate action as a result, including cooperating in</i></li> </ol>	<p><a href="#">CMM 2017-03 CMM on protection of WCPFC ROP observers.pdf</a></p> <p>10. In the event that, after disembarkation from a fishing vessel of a WCPFC ROP observer, an observer provider identifies—such as during the course of debriefing the observer—a possible violation involving assault or harassment of the observer while on board the fishing vessel, the observer provider shall notify, in writing, the flag CCM and the Secretariat, and the flag CCM shall:</p> <ol style="list-style-type: none"> <li>a. investigate the event based on the information provided by the observer provider and take any appropriate action in response to the results of the investigation;</li> <li>b. cooperate fully in any investigation conducted by the observer provider, including providing the report to the observer provider and appropriate authorities of the incident; and</li> <li>c. notify the observer provider and the Secretariat of the results of its investigation and any actions taken.</li> </ol>

			any reports submitted to the Secretariat under this provision annually to the TCC.	<i>investigations carried out by the port CCM or a crew provider.</i>	
9 (a)	investigate the allegations, including through information provided by the crew member (and crew provider where relevant), port CCM, and crew on the fishing vessel and take any appropriate action in response to the results of the investigation; and				
9 (b)	cooperate fully in any other investigation conducted, including providing the flag CCM's investigation report to the crew provider and port CCM.				
10	<p>In the event a port CCM is notified by a flag CCM that a crew member <del>[requests to disembark from a fishing vessel due to poor labour conditions]</del> [may have experienced indications of forced labour] or [systemic] mistreatment the port CCM shall facilitate entry to port of the fishing vessel to allow disembarkation of the crew member to the extent possible under national law and assist in any investigations if so requested by the flag CCM.</p> <p>In the event a port CCM is notified by a flag CCM that a crew member may have experienced forced or compulsory labour and other mistreatment, the port CCM shall facilitate entry to port of the fishing vessel to allow disembarkation of the crew member to the extent possible under national law and assist in any investigations if so requested by the flag CCM.</p>		<p><b>FFA:</b> delete "requests to disembark from a fishing vessel due to poor labour conditions" and add "may have experienced indications of forced labour" or "systemic" mistreatment.</p>	<p><b>Report</b> (comparable to CMM 2013-07 09 – report obligation.)</p> <p><i>The Secretariat confirms that port CCMs submitted a statement in AR Pt2 that confirms, in the event that it is notified by a flag CMM about forced labour or mistreatment of a crew member on board a fishing vessel, that it facilitated port entry for the relevant fishing vessel, facilitated safe disembarkation of the crew member, and assisted any investigation if requested by the flag CCM.</i></p>	
<p><del>{ROLE OF CCMS TO SUPPORT INVESTIGATIONS INTO CREW INCIDENTS}</del></p> <p><b>{SPECIAL REQUIREMENTS OF DEVELOPING STATES}</b></p>			<p><b>Canada:</b> If title recommendation incorporated above, Canada suggests removing this sub-header.</p> <p><b>FFA:</b> amend heading to reflect para 12.</p>		



11	<p><del>CCMs shall cooperate and provide support in relation to cases of forced labour and/or other crew mistreatment on fishing vessels, including facilitating evidence gathering from crew providers in their jurisdiction or from their nationals, where possible.</del></p> <p>CCMs shall cooperate and provide support in relation to cases of forced or compulsory labour and other mistreatment on fishing vessels, including facilitating evidence gathering from crew providers in their jurisdiction or from their nationals, where possible.</p>	<p><b>US:</b> Don't understand deletion of this para: important to promote cooperation on the investigation of crew cases and gathering of evidence – important component of the measure.</p> <p><b>CN:</b> agree with US. Important element, especially for non-national crew. Need cooperation.</p> <p><b>NR:</b> reason for deletion was that this is already covered by art 25 of the Convention. But happy to retain the para.</p> <p><b>CN:</b> note position of FFA – if covered by art 25, then don't need this para.</p>	<p><b>FFA:</b> remove as covered under art 25 of the Convention.</p>	Report	<p><a href="#">CMM 2017-03 CMM on protection of WCPFC ROP observers.pdf</a></p> <p>13. Where requested relevant observer providers, and CCMs shall cooperate in each other's investigations including providing their incident reports for any incidents indicated in paragraphs 3 through 8 to facilitate any investigations as appropriate.</p>
12	<p>To implement this Measure, developed CCMs are <del>encouraged</del> required to make efforts and consider options to assist developing CCMs, both flag CCMs and coastal CCMs, including working with local industries (which includes crew providers) to help them meet the standards in this Measure.</p> <p>To implement this Measure, developed CCMs are encouraged to make efforts and consider options to assist developing CCMs, both flag CCMs and coastal CCMs, including working with local industries (which includes crew providers) to help them meet the standards in this Measure.</p>	<p><b>CN:</b> Prefer "encourage" – if it is "required" then this becomes a condition for implementation of this CMM. If developed CCMs did not provide assistance, then that would be a reason for the developing CCM not to implement the CCM.</p> <p><b>KR:</b> Usual phrase is "special requirements of SIDS and territories". Preference is for "encourage" – if it is to be a binding requirement, then replace "developing CCMs" with "SIDS and territories".</p> <p><b>US:</b> prefer to keep as "encourage" – if push to make it a requirement, agree with KR. Easiest solution is to keep it as "encourage".</p>	<p><b>FFA:</b> delete "encouraged" and replace with "required".</p>		
13	<p>CCMs shall advise the Commission (in Part 2 of their Annual Report) on implementation <del>and enforcement</del> of this Measure <del>through their relevant national legislation</del>.</p> <p>CCMs shall advise the Commission (in Part 2 of their Annual Report) on implementation of this Measure.</p>	<p><b>US:</b> 13: ok with deletion of "through the relevant national legislation". Can be flexible on inclusion of "and enforcement".</p> <p><b>Chair:</b> 13: reference to Audit Points for implementation obligations: 2 elements (i) national binding mechanism and (ii) a process for monitoring and addressing any infringements. So the reference to implementation in para 13 implicitly refers to both these elements.</p> <p><b>US:</b> 13: agree – that's why we are flexible. But we would not want the deletion of "enforcement" to imply that we do not expect members to both implement and enforce this measure.</p>	<p><b>JP:</b> The way to examine the compliance of the measure should be defined in the Audit points. Suggest deleting "through their relevant national legislation".</p> <p><b>FFA:</b> Delete "and enforcement".</p> <p><b>WWF:</b> The Secretariat must play a role in documenting and collating reported incidents against crew in the WCPFC CA.</p>	Reporting	
14	<p>This measure will take effect on X January, [2028].</p>	<p><b>US:</b> 14: Would like reference to "2028" to be [ ] – US does not want three year delay for implementation if the CMM is adopted this year. Would like to have the possibility of the CMM coming into effect at an earlier date.</p>			

	This measure will take effect on X January, [2026].				
<del>ATTACHMENT: PARTICULARS THAT [MAY SHALL] BE INCLUDED IN A CREW AGREEMENT</del>			<b>RMI:</b> Change "MAY" to "SHALL".		
ATTACHMENT 1: PARTICULARS THAT MAY BE INCLUDED IN A CREW AGREEMENT					
1	The crew's family name and other names, date of birth or age, and birthplace.				
2	The place at which and date on which the agreement was concluded.				
3	The details of the next of kin [or designated contact person] in the event of an emergency.  The details of the crew member's next of kin or designated contact person in the event of an emergency.		<b>JP:</b> Add "or designated contact person" to be consistent with (now deleted, but possibly reinserted text of) 7(iii)		
4	The name of the fishing vessel or vessels and the registration number of the vessel or vessels on board which the crew undertakes to work. [If the crew changes vessels that are not identified, these must be added into the contract by way as an amendment.]  The name of the fishing vessel or vessels and the registration number of the vessel or vessels on board which the crew undertakes to work. If the crew member changes vessels, this should be updated by the vessel owner and/or operator in the written contract or agreement with the crew member.		<b>RMI:</b> If the crew changes vessels that are not identified, these must be added into the contract by way as an amendment		
5	The name and address of the employer, or fishing vessel owner [and/or operator], or other party to the agreement with the crew.  The name and address of the vessel owner and/or operator, or other party to the agreement with the crew member.		<b>JP:</b> Add "and/or operator" to be consistent with the modified text in the chapeau of the paragraph 4.		

6	Starting date and duration of contract.				
7	The voyage or voyages to be undertaken, if this can be determined at the time of making the agreement.				
8	The capacity in which the crew is to be employed or engaged.				
9	<p>If possible, the place at which and date on which the crew is required to report on board for service. <b>[This should include details of the carrier delivering the crew to its vessel, if the crew is to board at sea.]</b></p> <p>If possible, the place at which and date on which the crew member is required to report on board for service. This should include details of the carrier delivering the crew member to the fishing vessel, if the crew member boards the fishing vessel at sea.</p>		<p><b>RMI:</b> Add "This should include details of the carrier delivering the crew to its vessel, if the crew is to board at sea."</p>		
10	The provisions to be supplied to the crew, any in-kind payments of a limited proportion of the remuneration, the amount of wages, or the amount of the share and the method of calculating such share if remuneration is to be on a share basis, or the amount of the wage and share and the method of calculating the latter if remuneration is to be on a combined basis, and any agreed minimum wage, and periodicity and form of payments.				
11	<p>The termination of the agreement and the conditions thereof, namely:</p> <ul style="list-style-type: none"> <li>i. if the agreement has been made for a definite period, the date fixed for its expiry, unless agreed by mutual consensus;</li> <li>ii. if the agreement has been made for a voyage, the port of destination and the time which has to expire after arrival before the crew shall be discharged; and</li> <li>iii. if the agreement has been made for an indefinite period, the conditions which shall entitle either party to</li> </ul>		<p><b>JP:</b> as above (para 5 of Attachment). Add "and/or operator" to be consistent with the modified text in the chapeau of the paragraph 4.</p>		

	<p>rescind it, as well as the required period of notice for rescission, provided that such period shall not be less for the employer, or fishing vessel owner <b>[and/or operator]</b> or other party to the agreement with the crew.</p> <p>(iii) if the agreement has been made for an indefinite period, the conditions which shall entitle either party to rescind it, as well as the required period of notice for rescission, provided that such period shall not be less for fishing vessel owner and/or operator or other party to the agreement with the crew member.</p>				
12	<p>The right of termination by the crew in the event of mistreatment and abuse, and to clearly account for deductions made against the crew member's wages for any in-kind contributions.</p> <p>The right of termination by the crew member in the event of forced or compulsory labour and other mistreatment, and to clearly account for deductions made against the crew member's wages for any in-kind contributions.</p>				
13	<p>The protection that will cover the crew in the event of <b>[forced labour and/or]</b> mistreatment <del><b>[and abuse]</b></del>, sickness, injury or death in connection with service.</p> <p>The protection that will cover the crew member in the event of forced or compulsory labour and other mistreatment, sickness, injury or death in connection with service.</p>		<p><b>JP:</b> To use consistent term throughout the document. Delete "abuse" and add "forced labour and/or mistreatment".</p>		
14	<p>The amount of paid annual leave or the formula used for calculating leave, where applicable.</p>				
15	<p>The health and social benefits coverage and benefits to be provided to the crew by the employer, fishing vessel owner, or other party or</p>				

	<p>parties to the crew's work agreement, as applicable.</p> <p>The health and social benefits coverage and benefits to be provided to the crew member by the fishing vessel owner and/or operator, or other party or parties to the crew member's work agreement, as applicable.</p>				
16	The crew member's entitlement to repatriation and terms of repatriation.				
17	<p>Information on crew members' rights and access to complaint mechanisms, [including a reference to the collective bargaining agreement where applicable].</p> <p>Information on crew members' rights and access to complaint or dispute mechanisms and legal support.</p>		<p><b>JP:</b> Japan requests a clarification on what this part ("including a reference to the collective bargaining agreement where applicable") is referring to.</p>		
18	The minimum periods of rest, in accordance with national laws, regulation or other measures.				
19	<del>[Contact information for accessing legal support, and/or disputes mechanism.]</del>		<p><b>JP:</b> With addition of paragraph 17, we don't need to have paragraph 19, in particular assess to legal support.</p>		
20	<p>[Full protection of the health and safety and morals of young crew members, including ensuring young crew members have received adequate specific instruction or vocational training and have completed basic pre-sea safety training.]</p> <p>Full protection of the health and safety and morals of young crew members, including ensuring young crew members have received adequate specific instruction or vocational training and have completed basic pre-sea safety training.</p>		<p><b>Canada:</b> suggests that we also include that crew be equipped/outfitted with industry standard safety equipment and clothing to minimize risk of injury.</p>		