

DRAFT CMM ON LABOUR STANDARDS – TEXT FOR DISCUSSION AT 19 JUNE 2024 WORKSHOP

Blue text: Co-Chairs’ proposals following 21 May workshop
 Red text on the blue text: New text or amended text proposed by 13 June in relation to co-Chairs’ proposals
 Black text: Text where there are no proposals for change – presumed accepted for now unless there are new proposals.
 Red text or [] on black text: Previous changes proposed – these changes have largely been taken into account or addressed with co-Chairs’ proposals in blue.

PREAMBULAR PARAGRAPHS

The Commission for the Conservation and Management of Highly Migratory Fish Stock in the Western and Central Pacific Ocean,

The Western and Central Pacific Fisheries Commission (WCPFC):

Pp1 *Concerned about* 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;

Concerned about [US: occurrences of] 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;

Pp2 *Recalling* the importance of respect for and protection of the human rights enshrined under the Universal Declaration of Human Rights 1948;

Pp3 *Recalling* 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;

Pp4 *Further Recalling* Articles 6 and 8 of the FAO Voluntary Guidelines for Securing Sustainable Small-Scale Fisheries in the Context of Food Security and Poverty Eradication;

Pp5 *Further Recalling* the United Nations Declaration on the Rights of Indigenous Peoples and the right not to be subjected to any discriminatory conditions of labour;

Pp6 *Further Recognizing* 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 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.

Pp7 *Noting* the ILO Declaration on Fundamental Principles and Rights at Work (1998, [US: amended 2022]) 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;

Pp8 *Recalling* 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;

New pp	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.
New pp	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.
New pp	[Recalling US: Noting] the guidance on death at sea, including burial at sea, set out in the International Medical Guide for Ships
Pp9	Acknowledging 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;
Pp10	Recalling 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;
New pp	[CN: Recalling Article 23 (5) of the Convention on the Conservation and Management of Highly Migratory Fish Stocks in the Western and Central Pacific Ocean (the Convention), which requires each member of the Commission, to the greatest extent possible, at the request of any other member, and when provided with the relevant information, to investigate any alleged violation by its nationals, or fishing vessels owned or controlled by its nationals, of the provisions of this Convention or any conservation and management measure adopted by the Commission.]
Pp11	Recognising 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;
Pp12	Mindful 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	Recalling 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 WCPFC-Convention area;
Pp14	Adopts 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:

AREA OF APPLICATION

OP 1	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].
	OR

<p>1st ALT for OP 1</p> <p>2nd ALT for OP 1</p>	<p>This Measure applies to all fishing vessels fishing for highly migratory fish stocks in the Convention area in areas beyond national jurisdiction.</p> <p>OR</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"> i) vessels fishing exclusively on the high seas in the Convention Area; and ii) vessels fishing on the high seas and in coastal State [US: EEZs; waters while under the jurisdiction of one or more coastal States]; and iii) vessels fishing [US: in the EEZs of two or more coastal States under the national jurisdiction of two or more coastal States]. <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>2</p>	<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 crew¹ 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>[US: In order to give effect to this Measure, 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* members working on fishing vessels flying their flag in the areas set out in paragraph 1.</p> <p>*Footnote 1: Crew includes [US: all] persons of any age on board a fishing vessel.</p>
<p>3</p>	<p>In order to give effect to this Measure, CCMs may adopt legally binding mechanisms, such as licensing conditions for vessels fishing solely 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>MINIMUM WORKING CONDITIONS ON BOARD FISHING VESSELS</p>	
<p>4</p>	<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 [JP – see below: fishing vessels authorized to fly their flag in the areas referred to in paragraph 1] [US: 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>JP: “fishing vessels flying their flag and subject to paragraph 1” Or “fishing vessels flying their flag and authorized to fish in the Convention Area as specified in paragraph 1”</p>
<p>4 (i)</p>	<p>(i) Providing crew members a safe working environment where the welfare, occupational safety</p>

	and health of crews is effectively protected.
4 (ii)	<p>(ii) Ensure that no forced, or any other form 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>
4 (iii)	<p>(iii...)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 [be carried on board and] 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>
4 (iv)	<p>(iv) Provide [Providing] crew members decent working and living conditions on board fishing vessels, including access to clean or potable freshwater and food², 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>
4 (v)	<p>(v) 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] [that remain at sea for long periods] as well as appropriate insurance for the crew;</p> <p>Providing crew members [CT: , in accordance with the flag CCM’s standards or regulations, with] decent and regular remuneration (for example monthly or quarterly) that is accessible by crew as well as appropriate insurance for the crew;</p>
4 (vi)	<p>(vi) 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 [independent] 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>

4 (vii)	<p>(vii) 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. [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.]</p> <p>Providing transportation and other related expenses, where the early termination of a contract is sought by the owner and/or operator [CT: , except in cases of an employee's breach of contract.]</p>
4 (viii)	<p>(viii) [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>
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 [JP – see below: fishing vessels authorized to fly their flag operating in the areas set out in paragraph 1]:</p> <p>JP: “fishing vessels flying their flag and subject to paragraph 1” Or “fishing vessels flying their flag and authorized to fish in the Convention Area as specified in paragraph 1”</p>
5 (a)	<p>(a) [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 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>
5 (b)	<p>(b) 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]. [, 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.]</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>
New para	<p>[CN: 6 bis: CCMs shall ensure that any nationals that are crew providers to a fishing vessel operating within the area set out in paragraph 1:</p> <p>i. 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, and is agreed by the crew member prior to departure on the fishing trip;</p>

	<p>ii. In cooperation with the owner and/or operator of the vessel, provide crew members documented decent and regular remuneration, for example monthly or quarterly, as well as appropriate insurance for the crew;</p> <p>iii. Ensure crew members have completed basic pre-sea safety training;</p> <p>iv. Provide contact details of each crew member's next of kin or designated contact person before the crew member embarks on a vessel to the owner and/or operator of the vessel;</p> <p>v. In the event a crew member dies, seek the view of the crew member's next of kin or designated contact person on the treatment of bodies of deceased crew; and</p> <p>vi. In the event of forced labour or compulsory labour and other mistreatment of crew on fishing vessels, gather evidence from any crew member that the crew provider has a contract with.]</p>
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IN THE EVENT OF A CREW MEMBER'S DEATH

<p>6</p>	<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] repatriation. Bodies of deceased crew may not be buried at sea [or disposed of in any other manner] [unless specifically authorized by a domestic regulation [or next of kin] and/or international standards].</p> <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, relevant authorities, [the Secretariat] [and if appropriate the crew provider] [- crew member's next of kin or designated contact person, and crew provider if appropriate];</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,] quarters [-if not needed by other crew,] 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] [and] [flag] CCM authorities [after the port authority has notified the flag CCM about the departure].</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] [unless specifically authorized by a domestic regulation [or next of kin] and/or international standards].</p> <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>6 (a)</p>	<p>(a): immediately ceases all fishing operations as soon as practicable;</p>
<p>6 (b)</p>	<p>(b): immediately notifies the flag CCM and the crew member's next of kin or designated contact person;</p>

6 (c)	(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;
6 (d)	(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;
6 (e)	(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
6 (f)	(f): informs the Secretariat of the death of a crew member and circumstances within one week.

IN THE EVENT A CREW MEMBER IS MISSING OR FALLEN OVERBOARD

7	<p>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:</p> <p>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:</p>
7 (a)	<p>(a) [immediately] ceases [all] fishing operations [as soon as practicable];</p> <p>immediately ceases all fishing operations as soon as practicable;</p>
7 (b)	<p>(a) 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;³</p> <p>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.</p>
7 (c)	<p>(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] [crew member's next of kin or designated contact person, and crew provider if appropriate];</p> <p>immediately notifies the flag CCM and crew member's next of kin or designated contact person;</p>
7 (d)	<p>(d) immediately alerts other vessels in the vicinity regarding the status of the crew member by using all available means of communication;</p>
7 (e)	<p>(e) cooperates fully in any search and rescue operation;</p>
7(f)	<p>(f) provides a report about the incident to the appropriate authorities of the flag CCM and other appropriate authorities on the incident if requested;</p>
7 (g)	<p>(g) cooperates fully in all official investigations, and preserves any potential evidence and</p>

	<p>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> <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;</p>
7 (h)	<p>(h) [If a vessel is required to return to port, it may only depart upon receiving clearance from the relevant port and flag 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>[IN THE EVENT OF] FORCED LABOUR⁴ [PRACTICES] OR MISTREATMENT OF CREW</p> <p>[Role of CCMs in response to [poor and forced] labour conditions and mistreatment of crew]</p> <p>IN THE EVENT OF FORCED LABOUR OR COMPULSORY LABOUR AND OTHER MISTREATMENT</p> <p>Footnote 4: The definition of forced labour refers to article 2 (1), ILO C029 Forced Labour Convention</p>	
8	<p>In the event that a flag CCM has reasonable grounds to believe, based on [credible information such as] port state notifications, [or] information provided by a crew member or [other credible information HSBI reports], 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] [, such as having been denied access to potable water, adequate food, toilets, rest, medical attention, or restriction of movement], the flag CCM [and port State] 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>
8 (a)	(a) immediately takes action to preserve the safety of the crew member and mitigate and resolve the situation on board;
8 (b)	(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;
8 (c)	(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)	(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

	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;
8 (e)	[facilitates access of the crew member by the port State to the nearest embassy or consulate consistent with their nationality] facilitates access of the crew member by the port State to the nearest [support organisation,] embassy or consulate consistent with their nationality, [where available]
9	In the event that, after disembarkation from a fishing vessel a crew member reports [with reasonable evidence] to the port CCM an allegation of [poor labour conditions] [forced labour] or mistreatment while on board the fishing vessel, the port CCM shall notify, in writing, the flag CCM [and the Secretariat]. [and the Secretariat] . Upon notification, the flag CCM in accordance with Article 25 of the Convention, shall: 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, [CT: with reasonable grounds and/or supporting information,] the port CCM shall notify, in writing, the flag CCM and [CT: the Secretariat] . Upon notification, the flag CCM in accordance with Article 25 of the Convention, shall:
9 (a)	(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)	(b) cooperate fully in any other investigation conducted, including providing the flag CCM's investigation report to the crew provider and port CCM.
10	In the event a port CCM is notified by a flag CCM that a crew member [requests to disembark from a fishing vessel due to poor labour conditions] [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. 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.
[ROLE OF CCMS TO SUPPORT INVESTIGATIONS INTO CREW INCIDENTS]	
[SPECIAL REQUIREMENTS OF DEVELOPING STATES]	
11	[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.] 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.
12	To implement this Measure, developed CCMs are [encouraged-required] to make efforts and consider

	<p>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>
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13	<p>CCMs shall advise the Commission (in Part 2 of their Annual Report) on implementation [and enforcement] of this Measure [through their relevant national legislation].</p> <p>CCMs shall advise the Commission (in Part 2 of their Annual Report) on implementation of this Measure.</p>
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14	<p>This measure will take effect on X January, [2028].</p> <p>This measure will take effect on X January, [2026].</p>
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~~ATTACHMENT: PARTICULARS THAT ~~[MAY SHALL]~~ BE INCLUDED IN A CREW AGREEMENT~~

ATTACHMENT 1: PARTICULARS THAT MAY BE INCLUDED IN A CREW AGREEMENT

1	<p>The crew's family name and other names, date of birth or age, and birthplace.</p> <p>.</p>
2	<p>The place at which and date on which the agreement was concluded.</p>
3	<p>The details of the next of kin [or designated contact person] in the event of an emergency.</p> <p>The details of the crew member's next of kin or designated contact person in the event of an emergency.</p>
4	<p>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.]</p> <p>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>
5	<p>The name and address of the employer, or fishing vessel owner [and/or operator], or other party to the agreement with the crew.</p> <p>The name and address of the vessel owner and/or operator, or other party to the agreement with the crew member.</p>
6	<p>Starting date and duration of contract.</p>
7	<p>The voyage or voyages to be undertaken, if this can be determined at the time of making the agreement.</p>
8	<p>The capacity in which the crew is to be employed or engaged.</p>
9	<p>If possible, the place at which and date on which the crew is required to report on board for service. [This should include details of the carrier delivering the crew to its vessel, if the crew is to board at sea.]</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.
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"> i. if the agreement has been made for a definite period, the date fixed for its expiry, unless agreed by mutual consensus; 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 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 the employer, or fishing vessel owner [and/or operator] or other party to the agreement with the crew. <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 [forced labour and/or] mistreatment [and abuse], 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>
14	The amount of paid annual leave or the formula used for calculating leave, where applicable.
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 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	Information on crew members' rights and access to complaint mechanisms, [including a reference to the collective bargaining agreement where applicable].

	Information on crew members' rights and access to complaint or dispute mechanisms and legal support.
18	The minimum periods of rest, in accordance with national laws, regulation or other measures.
19	[Contact information for accessing legal support, and/or disputes mechanism.]
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.] 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.
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 <ul style="list-style-type: none"> • 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.