



Responsible Fishing Vessel Standard
Version 1 Issue 1
Draft Standard Criteria

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Preface

Transition to Global Seafood Assurances (GSA)

Launched by Seafish in 2016, the Responsible Fishing Scheme (RFS) is a voluntary vessel-based assurance programme certifying high standards of crew welfare and responsible catching practices on board fishing vessels.

To ensure the Scheme remains up to date and is capable of being used internationally, Seafish launched a public procurement exercise in 2017 to find a not-for-profit entity to operate, manage and deliver the RFS on a global scale. As a result, the RFS is moving to a new home with Global Seafood Assurances (GSA) no later than May 2020.

GSA is a not-for-profit organisation intended to offer full supply chain assurance for both wild and farmed seafood. As a key standard in this new ground-breaking international initiative, the RFS will be able to reach its full potential in helping to provide assurance to the whole seafood supply chain. For further details please visit the GSA website¹.

A key priority during the transition period is the development of the revised iteration of the RFS standard, a process jointly led by Seafish and GSA. It is the revised draft Standard criteria which are now open for public consultation. Further details are outlined below.

New name and scope

This 60-day Public Consultation of the revised RFS standard marks the first opportunity to use the Standard's new name, the "Responsible Fishing Vessel Standard" (RFVS). The new name better reflects the scope of the Standard and has been approved by the RFS Oversight Board, the Seafish Board and the GSA Board.

The key objective of the RFVS is to enable fishing vessel operations to provide third party assurance of decent working conditions for the crew by demonstrating operational best practice from the catch to the quay, in line with internationally agreed protocols and guidelines.

The RFVS is underpinned by two core principles:

- | | |
|-------------------------|------------------------------------|
| Core Principle 1 | Vessel Management & Safety Systems |
| Core Principle 2 | Crew Rights, Safety and Wellbeing |

¹ <http://www.seafoodassurances.org/>

Development Process

The draft RFVS standard criteria have been developed through a robust, collaborative and interactive process to ensure the revised standard is fit for purpose and meets market needs. An extensive consultation period in 2018 informed the development of the RFVS Terms of Reference² which continue to guide the development process.

The draft standard criteria being presented for consultation have been developed by Technical Working Groups, composed of industry representatives, NGOs, associated standard holders and experts from all sectors of the fishing industry and seafood supply chain, from across the UK and internationally. The draft standard criteria also incorporate feedback received from nominated Peer Reviewers and current RFS certificate holders within the UK catching sector.

This robust, collaborative and interactive process is overseen by the RFS Oversight Board. Full details of the members of the Technical Working Groups, Oversight Board and the Peer Reviewers can be found on the Seafish website here: www.seafish.org/article/governance-structure

The overarching goals of the development process are to create a standard which:

- Continues to meet the UK seafood sector supply chain assurance requirements, both for products sourced within the UK and beyond;
- Is capable of meeting international supply chain assurance requirements;
- Is internationally credible, third-party assessed and has a certification model aligned to the requirements of ISO 17065; and
- Has the ability to deliver a streamlined certification process.

Public Consultation Process

A 60-day Public Consultation is being undertaken to maintain engagement and enable stakeholders to review the Draft Responsible Fishing Vessel Standard and submit feedback to be considered. Reflecting good standard development practice, the Public Consultation will be proactively promoted throughout the 60-day period to ensure that the standard development process is conducted in a transparent and credible manner.

Feedback received will be acknowledged and will inform the development of the final draft of the Responsible Fishing Vessel Standard, which will be released during Spring 2020. A synopsis of comments received will be released publicly to show acknowledgement and attribution. To comment, stakeholders are asked to download the [Public Comment Form](#) and then submit the completed document to RFS@seafish.co.uk.

² https://www.seafish.org/media/publications/Responsible_Fishing_Scheme_Version_2_-_Terms_of_Reference_-_Updated.pdf

Certification Requirements

The Responsible Fishing Vessel Standard (RFVS) will be underpinned by the RFVS Certification Requirements. The certification requirements are the essential components that must be assessed by the Certification Body (CB) in order to verify fishing vessels meet the required standards. The purpose of the certification requirements will be to ensure (1) there is credibility, transparency and control of how each CB auditor assesses a vessel or organisation to the RFVS Standard Criteria, and (2) that the certification processes used by the CB are robust and impartial to meet supply chain assurance needs.

The certification requirements will be developed by the Technical Working Groups and will be informed by feedback from the Public Consultation and vessel consultation audits being undertaken during the coming months. Documentation outlining the certification requirements will be released to provide applicants with an indication of what they could present as evidence to demonstrate compliance with the Standard criteria, and will support auditors by giving examples of what type of evidence they should be reviewing as part of the certification process.

Introduction

To support the RFVS development process, the RFVS Terms of Reference was created and provides an overview of the process for the review of the RFS, including a summary of the feedback received from a wide range of UK seafood sector and international stakeholders collated following the first consultation phase in 2018.

The objectives for the revised standard criteria, as agreed by the RFS Oversight Board, Seafish Board and GSA Board are:

- To focus on crew welfare and safe operation of the vessel to be in alignment with international protocols such as ILO c188.
- To adopt a more pragmatic approach on how to assess and verify compliance with the standard criteria by reviewing opportunities to recognise other vessel initiatives and regulatory authority certificates.
- To meet both UK and International market needs; and
- Revise the standard criteria and maximize the opportunity to retain key aspects of responsible operation in relation to environmental impact and catch traceability.

Standard Scope

The RFVS will distinguish between types of vessel, as well as between single-person operated (single handed) and crewed, to ensure that the standard is accessible for all types of commercial fishing vessels.

As length of time at sea is a key factor in determining crew health, safety and wellbeing, and is applicable irrespective of vessel length, the following vessel categories have been agreed by the RFS Oversight Board:

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

Within the RFVS certification requirements, each Standard Criteria clause shall be identified as either an **Essential Core Requirement** or **Supplementary Requirement**. This approach recognises that some vessels and practices may need investment or training. It will thus allow for improvement by vessels, but will be subject to strict timelines.

- An Essential Core Requirement shall need to be adhered to at the time of certification.
- A Supplementary Requirement shall need to be adhered to within a set period of time following initial certification. The specified time limit will be confirmed to the applicant at initial certification.

The clause categorisation, and the timescales within which Supplementary Requirements must be complied with, shall be determined by the Technical Working Groups prior to the launch of this Standard.

Regardless of vessel category or clause requirement, all applicants will be expected to comply with all relevant safety, design and construction legislation and codes of practice, as applicable to their area of operation and/or country of construction.

Definitions & Nominal References

The following international conventions and protocols have been used to underpin the development of this revised standard:

Title	Entry into force/ Published	Issuing Body
The Agreement on Port State Measures (PSMA) to prevent, deter and eliminate illegal, unreported and unregulated fishing	June 2016	Food and Agriculture Organization of the United Nations (FAO)
Convention 29 Forced Labour (1930 and its 2014 Protocol)	01 May 1932 09 Nov 2016	International Labour Organization (ILO)
Convention 87 Freedom of Association and Protection of the Right to Organise (1948)	04 Jul 1950	International Labour Organization (ILO)
Convention 98 Right to Organise and Collective Bargaining (1949)	18 Jul 1951	International Labour Organization (ILO)
Convention 100 Equal Remuneration (1951)	23 May 1953	International Labour Organization (ILO)

Title	Entry into force/ Published	Issuing Body
Convention 105 Abolition of Forced Labour (1957)	17 Jan 1959	International Labour Organization (ILO)
Convention 111 Discrimination (Employment and Occupation) (1958)	15 Jun 1960	International Labour Organization (ILO)
Convention 138 Minimum Age (1973)	19 Jun 1976	International Labour Organization (ILO)
Convention 182 Worst Forms of Child Labour (1999)	19 Nov 2000	International Labour Organization (ILO)
Convention 188 Work in Fishing (2007)	16 Nov 2017	International Labour Organization(ILO)
International Convention on Standards of Training, Certification and Watchkeeping for Fishing Vessel Personnel (STCW-F) (1995)	29 September 2012	International Maritime Organization (IMO)
Capetown Agreement of 2012 on the Implementation of the Provisions of the Torremolinos Protocol of 1993 relating to the Torremolinos International Convention for the Safety of Fishing Vessels, 1977	Published 2012	International Maritime Organization (IMO)
IMO/ILO/FAO Code of Safety for Fishermen and Fishing Vessels (2005) Part A- Safety and Health Practices for Skippers and Crews Part B- Safety and Health Requirements for the Construction and Equipment of Fishing Vessels	Published 2005	International Maritime Organization (IMO), International Labour Organization (ILO) and Food and Agriculture Organization of the United Nations (FAO)
ISO/IEC 17065:2012 Conformity Assessment – Requirements for Bodies certifying products, processes and services	Published 2012	International Organization for Standardization (ISO)
UK Fishing Safety Management Code (Marine Guidance Note, MGN 596 (F))	Published 2018	Maritime & Coastguard Agency (MCA)
The ETI Base Code	Published 2018	Ethical Trading Initiative (ETI)

A full list of definitions and nominal references will be finalised by the Technical Working Groups during the current phase of the development process. The draft list of key definitions can be found in Appendix 1.

Unit of certification

The unit of certification shall include the vessel, skipper and owners of the vessel. This reflects the vessel owner's responsibility to ensure an effective management system is in place and adhered to by all skippers who may take charge of the vessel.

Pilots are currently underway to refine the unit of certification, including a group model option to enable a fleet of vessels linked by a common central management organisation to be certified together.

The way in which this will be undertaken will be explored and tested within the development process. In a group scenario where there are a number of individually-owned vessels, the central management organisation shall also be in the unit of certification.

Legal References

To be considered eligible for certification, all applicants must fully meet all legal obligations in place for the jurisdiction(s) in which they operate. Certification of an applicant does not place any liability on the standard setter/holder - or any associated body involved in the development, implementation, auditing or issuing of certificates for the RFVS Standard - through failure of an applicant to meet their legal obligations.

Further Information

Current Standard Holder

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RESPONSIBLE FISHING VESSEL STANDARD CRITERIA

Core Principle 1 - Vessel Management & Safety Systems

Core Principle 1 Intent

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

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

Core Principle 1 shall feature the following sections:

- Section 1 – Management Policies and Procedures (*including Vessel Safety*);
- Section 2 – Environmental Impact Management;
- Section 3 - Catch Traceability Management; and
- Section 4 – Vessel License to Operate.

Section 1 – Management Policies and Procedures

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

Management System

- 1.0 The applicant shall have a management system in place that can demonstrate compliance with the requirements of this Standard to cover all of the following sections:
- Vessel operational policies and practices, including:
 - Crew welfare and wellbeing;
 - Crew Health and Safety;
 - Vessel safety; and
 - Accident and Emergency Plans.
 - Environmental impact management

- Catch documentation, traceability and obligations to land.
- Vessel legality assurance.

The intent of this clause is to ensure that applicants have the necessary systems in place to demonstrate that they manage and control activities that require legal or convention compliance. [The Certification Requirements for each element of this clause are to be defined within the next phase of the development process. For crewed vessels the system shall be fully documented.]

1.1 The vessel's management system shall be subject to an annual internal review by the applicant to ensure that it is still being implemented effectively to meet the requirements of this Standard.

1.1.1 Any gaps that are identified in the annual internal review shall be rectified within a defined period of time.

1.1.2 A record shall be available to demonstrate that these identified gaps have been, or are being, suitably addressed within the defined period of time.

The intent of these clauses is to ensure that there is a regular review of processes and practices in order to ensure that the systems in place are recording the necessary requirements.

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

1.2.1 All records required as evidence for compliance, with both the vessel's management system and this Standard, shall be retained and be accessible for a minimum time period of three years.

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

Risk Assessments

1.3 A health and safety risk assessment shall be conducted by a competent person on an annual basis that covers all aspects of fishing operations including, but not limited to: all catching systems and machinery, proposed changes to incorporate any vessel modifications and new operations, the vessel hull's structural stability and condition, crew working and accommodation areas, man overboard risks and crew/visitor boarding and disembarking requirements.

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

- 1.4 Any risks identified shall be acted upon in a defined period of time through the implementation of procedures designed to lower or mitigate the risk.

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

- 1.5 A safety risk assessment shall be conducted on the number of crew and the hours worked to determine the following:

1.5.1 The vessel has sufficient crew to conduct the fishing operation effectively and safely.

1.5.2 Crew fatigue is managed appropriately by the skipper so that rest periods can be allocated fairly to every crew member during every fishing trip.

1.5.3 The work hours of the crew including the skipper meet legal requirements for the country where the vessel is licenced to operate.

The intent of these clauses is to mitigate the risk of accident, injury and/or deterioration of wellbeing due to working excessive hours without appropriate rest breaks.

- 1.6 A safety risk assessment shall be conducted to verify that no young crew members, between the ages of 16 to 18 years old, are working unsupervised in hazardous conditions or on hazardous machinery as defined in the vessel's health and safety risk assessment (as per clause 1.3).

The intent of this clause is to ensure that appropriate risk assessments have been carried out which recognise the increased risks associated with young operators, and that appropriate mitigation measures (where necessary) have been put in place to eliminate that risk or mitigate it to acceptable levels.

- 1.7 The vessel owner shall not conduct or request pregnancy tests on female members of the crew prior to, or during, their employment.

The intent of this clause is to prevent employment discrimination against female crew members.

- 1.8 A safety risk assessment shall be conducted to verify that no crew members that may be pregnant are working unsupervised in hazardous conditions or on hazardous machinery as defined in the vessel's health and safety risk assessment (as per clause 1.3).

The intent of this clause is to recognise that additional risk may need taking into consideration where crew members are pregnant and that as necessary, risk assessments must be undertaken.

Crew Safety Management

- 1.9 All members of the crew and visitors have been provided with information that is readily available about the vessel's management and safety systems that are of relevance to the area they are working or visiting.

The intent of this clause is to allow demonstration of the understanding and importance of crew and visitor safety ahead of deployment or operation of machinery. [Definition of visitors to include contractors and observers]

Mandatory Crew Safety Training

- 1.10 The applicant shall ensure that, for every fishing trip, all crew have current certification in place to meet the statutory requirements for mandatory safety training which shall include the following:

- Basic Fire Fighting and Prevention;
- Basic Sea Survival; including life rafts;
- Basic First Aid; and
- Basic Health and Safety.

The intent of this clause is to ensure that seagoing crew have received (at a minimum) basic training to ensure they can support themselves and others.

Additional Training

- 1.11 The skipper shall undertake additional training in each of the following:

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

The intent of this clause is to recognise the importance of skillsets as identified, so as to ensure that the skipper is trained and competent in operating the vessel safely, and can navigate and communicate with third parties.

- 1.12 At least one crew member, other than the skipper, shall complete training in navigation/bridge watch-keeping.

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

- 1.13 All crew shall be given refresher training for all mandatory crew safety training at least every five years.

The intent of this clause is to ensure that crew competencies in respect of mandatory training requirements are maintained and, as necessary, updated where elements of mandatory training may have changed.

Training Drills

1.14 The applicant, or skipper if not the applicant, shall deliver on-board training to each crew member in a language which each understands in the form of monthly drills, and shall have safety procedures specific to their vessel available which shall cover the following activities:

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

The intent of this clause is to require applicants to be able to demonstrate that training drills as listed are undertaken on the basis that unpreparedness in relation to the occurrences of these activities could compromise safety.

Training Records

1.15 A procedure is in place to maintain the safety training records for all crew members, including the skipper, agency crew and visitors which covers, at a minimum:

- Induction training of new crew members;
- Mandatory safety training;
- Any additional safety training;
- All monthly drills conducted (including man over board); and
- Visitor specific safety training.

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

1.16 Visitors shall sign for receipt of their specific safety training in the form of a record prior to them embarking to sea on board the vessel.

The intent of this clause is to enable the applicant to demonstrate that they have exercised due diligence in respect of training delivery.

Crew Records

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

- Full name;
- Nationality and native language;
- Employed or share (self-employed) fishermen status;

- Known medical conditions/medication;
- Medical certificate/questionnaire;
- Next of kin; and
- Emergency contact details.

The intent of this clause is to enable a demonstration of understanding that accuracy and ease of access to this information is important, particularly in relation to identification, treatment or prevention of medical conditions and contact with shore based relatives as necessary.

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

The intent of this clause is to ensure the safety of crew by providing onshore authorities with information that can be used to confirm the identity of crew and their eligibility to work and/or deploy to sea. [Crewed vessels only]

1.19 All operational and safety information communicated to the crew shall be in a common language or format that all the crew, including agency crew, can understand.

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

1.20 All training shall be given in a common language or format that all crew can understand.

The intent of this clause is to ensure that it enables the applicant to demonstrate the need for provision of information in ways that will be understood.

Crew Medical Certification Requirements

1.21 The vessel owner shall ensure that the skipper of their vessel, if different from the owner, holds a medical certificate to prove their fitness to work prior to them embarking on a fishing trip including, as a minimum, the hearing and sight of the skipper examined are sufficient for their duties on board the vessel.

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

1.22 Every crew member shall have a valid medical certificate to confirm appropriate fitness levels, and that, at a minimum, the hearing and sight of the crew member examined are sufficient for their duties on board the vessel.

The intent of this clause is to ensure the applicant recognises that effective hearing and vision are fundamental in ensuring all crew are able to effectively carry out their duties in a way that does not put themselves, other crew members or the vessel in danger.

- 1.23 A crew member's medical certificate shall confirm that the crew member does not suffer from any medical or welfare condition likely to be aggravated by their fishing duties which may make them unfit to conduct these duties.

The intent of this clause is to ensure crew capability to operate and their ability to maintain their own and fellow crew members' safety.

Vessel Safety Management

- 1.24 The vessel shall be watertight and have weathertight integrity to comply with national requirements or international requirements, if national legislation is not in place.

The intent of this clause is to recognise the importance of seaworthiness and role that poor seaworthiness plays in vessel accidents and or loss.

- 1.25 Verification testing evidence shall be available that ensures that stability factors which may affect the vessel have been checked and passed following either any structural modifications on the vessel or fishing operation changes.

The intent of this clause is to recognise the importance that vessel stability plays in maintaining safe operation and that modification may adversely affect stability.

- 1.26 The action plan to remedy issues, as created in the vessel's health and safety self-assessment, have been conducted by a competent person(s) with corrective actions identified and implemented within the specified time frames.

The intent of this clause is to ensure that assessments made are sufficient and that corrective actions identified are appropriate and have been effectively completed.

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

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

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

1.28.1 For vessels on fishing trips over 72 hours, the applicant shall have personal and indemnity insurance to cover their crew.

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

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

Accident and Incident Recording Requirements

- 1.29 The applicant shall log all crew accidents, near misses and any injuries incurred, and shall conduct a risk analysis with written evidence to ascertain possible root causes and identify corrective actions.
- 1.29.1 The applicant shall implement accident prevention measures through an accident prevention plan that shall be produced as a result of an accident analysis.
- 1.29.2 The applicant shall report all reportable accidents and incidents to their national regulatory authority if applicable.

The intent of these clauses is to mitigate the risk of repeat accidents occurring that could have been prevented had suitable post-accident analysis been conducted and appropriate control measures introduced. Documentation shall also afford the applicant evidence to confirm due diligence.

Section 2 - Environmental Impact Management

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

- 1.30 There are specific procedures in place to effectively apply national requirements, or protocols based on international environmental requirements e.g. MARPOL if national legislation is not in place where the vessel operates, to minimise the impact of the vessel's operations on the environment.

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

- 1.31 Procedures will be in place for the management and recording of lost or "end of life" or recovered (third party) fishing gear to be in compliance with internationally recognised protocols.

[The Certification Requirements will align to Global Ghost Gear Initiative, British Plastics Federation and FAO Guidelines – the scope of nominal references will be agreed with the TWG within the current phase of the development process.]

- 1.32 Inorganic/non biological waste produced from vessel operations and waste matter that is recovered from the marine environment shall be brought ashore to be disposed of in a manner that will not have a detrimental impact on the environment.

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

- 1.33 Pollution control will be in place to mitigate the effect on the environment from the vessel operations and maintenance activities (e.g. re-fuelling process, engine servicing, anti-foul paint, oil changes etc.)
- 1.34 Procedures will be in place for the protection and release of captured species classified as endangered, threatened or protected.
- 1.35 Procedures will be in place for the protection of non-target species including how these species are handled, landed or discarded in order to comply with current obligations to land.

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

- 1.36 Environmental training and information is given to all crew, including the skipper and agency crew, covering the clauses in the Environmental Impact Management section of this standard.

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

The intent of these clauses are to ensure that control of criteria as listed within this section is not compromised through lack of training and to provide the applicant with a record to demonstrate that they have exercised due diligence (records to be cross referenced against crew lists).

Section 3 - Catch Traceability Management

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

- 1.37 The following traceability information for the catch, from the point it leaves the vessel, shall be made available:
- Vessel identifier;
 - Flag State;
 - Species name and stock;*
 - FAO/ICES Sea Area Code of capture;*
 - Fishing trip dates, including landing date;
 - Declared retained catch data quantity and product form in box, batch or tank;
 - Fishing method and gear;
 - Trans-shipment dates and catch consignment details.

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

[*The Certification Requirements relating to these elements will be aligned with the outcome of the Global Dialogue for Seafood Traceability (GDST), which may also lead to some additional points being added.]

- 1.38 If catches are made in more than one area, and/or using more than one type of fishing gear, there are systems in place on board the vessel in order to segregate the catch so that traceability can be assured if legal systems (eg catch limits) are specific to species, area and gear.

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

Section 4 – Vessel License to Operate

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

- 1.39 The vessel has all of the required legal documents to fish, including:
- Fishing license from their flag State;
 - Fishing license from the country where they are fishing, if different to their flag State;
 - Ship registration certificate from their flag State;
 - International Tonnage Certificate (where appropriate);
 - Safety certificate issued by their flag State; e.g. MCA certificate;
 - International Oil Pollution Prevention Certificate (IOPP Certificate) issued by the flag State (where appropriate);
 - Shipboard Oil Pollution Emergency Plans (SOPEP) approved by their flag State (where appropriate).

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

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

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

- 1.41 The crew have been trained, and are aware of, the legal obligations for recording catch in order to avoid IUU activities.

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

- 1.42 The vessel has procedures (which include schedules) in place for cleaning and disinfecting all areas that are used for catch storage or processing in order to comply with legal requirements for hygiene.

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

- 1.43 The vessel's structural condition and operational practices shall be risk assessed, at least annually or following an incident, to identify areas that could pose a physical, chemical or biological contamination risk to the catch (i.e. contamination from: metal, pests, plastic, glass, animal origin, wood, stone, rubber, fuel, cleaning chemicals).

- 1.44 Any areas or operational practices, where a risk assessment identifies a hazard, shall be subject to the implementation of time bound actions designed to mitigate or reduce the risk to acceptable levels.

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

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

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

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

Core Principle 2 - Crew Rights, Safety and Wellbeing

Core Principle 2 Intent:

The organisation and skipper(s) responsible for operating the vessel shall promote a culture of respect and safety to ensure that all crew are provided with decent working conditions and fair remuneration for their work.

Core Principle 2 shall feature the following sections:

Section 1 – Crew Rights and Integrity

Section 2 – Crew Health and Safety

Section 3 - Crew Wellbeing

Section 1 – Crew Rights and Integrity

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

Recruitment process

2.0 There is a recruitment policy and procedure in place for hiring crew either directly employed or recruited from labour recruiters.

2.0.1 No recruitment fees shall be paid at any time (e.g. before, during or after employment) by any crew member to either the vessel owner or the labour recruiter in order to secure and maintain a crew member’s employment on the vessel.

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

2.1 Each member of crew shall have a legal right to work and have the correct certification, e.g. documentation/visa, proof of age, for where and how they are employed or contracted.

The intent of this clause is to recognise that there is potential for illegal recruitment and that to confirm legality it will be necessary to provide supporting documentation.

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

The intent of this clause is to recognise that recruitment agencies may not be legitimate and that it will be necessary to demonstrate through due diligence that the labour recruiter have a permit/licence to operate in the country where the vessel is legally operational.

- 2.3 There is a contract, in place and adhered to, between the vessel owner and any labour recruiter used which states the agreed employment terms and conditions with which they shall comply (i.e. that legal and ILO c188 requirements are being met and decent work and living conditions for the crew member are being offered).

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

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

- Employer's name;
- Vessel name;
- Employee's name, job title and start date;
- Indication of hours of work and minimum rest periods where applicable;
- Length and frequency of typical fishing trips;
- Insurance cover and compensation rights;
- Personal protective equipment entitlements and requirements;
- Repatriation entitlements;
- Leave entitlements;
- Injury and/or death in service provisions;
- Additional benefits (e.g. use of vessel equipment to contact family and friends);
- Notice period to terminate employment contract or work agreement;
- How much and how often the crew member shall be paid by the applicant.
- Information on the applicant's grievance and disciplinary procedures.
- Maternity, paternity and pregnancy provisions.

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

- 2.4.2 The crew member shall have the right, and required time, to seek legal or other advice (e.g. trade union advice) prior to them signing a contract of employment or work agreement.

The intent of these clauses is to ensure that there are documented, agreed terms and conditions in relation to each crew member so as to mitigate the risks of misunderstanding, inaccurate claims and allegations of deviation from terms agreed between the applicant and their employees.

- 2.5 A policy and procedure shall be in place to ensure that no discrimination takes place before, during or after employment (including, but not limited to hiring, promotion, termination, or retirement) in terms of payment or working and living conditions of a crew member based on an employee's ethnicity, caste, national or local origin, religion, age, sex, gender, marital status, sexual orientation, pregnancy or maternity status, disease status, union membership or political affiliation or any other characteristic.

The intent of this clause is to recognise that there is possibility for discrimination in recruitment processes in areas as stipulated within the clause.

Crew Contracts, Agreements and Terms and Conditions

- 2.6 All agency employed crew members and the applicant have a copy of their employment contracts or work agreement provided to them by a Labour Provider/Recruitment Agency with them on board the vessel.

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

- 2.7 All directly employed crew member have a copy of their employment contract or work agreement, and share (self-employed) fishermen a copy of their working agreement statements, with them on board the vessel.

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

- 2.8 Neither an employed or share (self-employed) fishermen crew member shall be required to lodge deposits of any kind with the skipper or owner for any reason, including, but not limited to, money, high value items, benefits in kind or identity papers.

The intent of this clause is to expressly prohibit the activities as detailed within the clause on certified vessels.

- 2.9 Neither an employed or share (self-employed) fishermen crew member shall have any deductions, except statutory requirements (e.g. tax), taken from their remuneration for any reason including for food, accommodation, personal protective equipment, as a disciplinary measure or to cover medical expenses resulting from an injury or illness.

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

- 2.10 Each crew member shall be informed that they are free to leave their employment after an agreed notice period as stated in their employment contract, work agreement or share (self-employed) fisherman work agreement.

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

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

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

Crew Remuneration and Working Hours

- 2.12 Correct wages/shares/pay/rewards shall be paid in accordance with the crew member's employment contract or work agreement, into the crew member's personal bank account unless otherwise specified by the crew member, and shall never be paid to a recruitment agency.

- 2.13 Each crew member, regardless of sex or gender, shall be paid equally for equal work [Nominal reference: ILO's Equal Remuneration Convention, 1951 (No. 100)].

The intent of these clauses is to prohibit payments otherwise in accordance with agreement and to ensure that there is no pay discrimination based on gender.

- 2.14 A log/record of each crew member's working hours and rest periods during each fishing trip shall be maintained with rest periods aligned to the requirements of ILO c188.

The intent of this clause is to recognise that crew working hours have an impact on health, safety and wellbeing. Recording of crew working hours both supports skippers in monitoring work effort and ensures any breach of agreements as laid down are minimised and that there is a clear record to ensure accurate payment to crew.

- 2.15 Each crew member shall receive sufficient remuneration to meet the living/minimum wage requirements of the vessel's flag State, but as a minimum this shall be at or above the minimum basic monthly wage set by the Joint Maritime Commission of the ILO.

The intent of this clause is to secure an underpin in terms of remuneration, in the event that profits generated during fishing effort don't enable payment of rates equivalent to agree living/minimum wages in the country of registration [Currently the minimum wage as stated by the ILO is 618 USD, rising to 625 USD on 1 January 2020].

Crew Grievances and Disciplinary Measures

[Action in progress: A Worker Voice Technical Working Group is being formed and will be engaged to guide the development of the Certification Requirements for this section. Discussions will explore what shall be incorporated in relation to remediation].

- 2.16 Each crew member is fully informed of their worker rights, the vessel's grievance mechanism including its confidentiality credentials, and what the applicant's responsibilities are for

providing a culture of integrity and respect for all crew through an induction process which they will complete prior to embarking on their first fishing trip, and then on an annual basis, to ensure they are fully informed of their rights and understand them.

The intent of this clause is to ensure that mechanisms exist to ensure that all crew fully understand their rights, what responsibilities an employer has in regard to them and that mechanisms are demonstrable to confirm those rights and responsibilities are met.

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

The intent is to ensure that documented procedures are in place and adequate measures have been taken to ensure they are understood by all crew members.

2.18 An active and confidential crew grievance mechanism procedure shall be adopted which provides transparent, fair and confidential procedures and encompasses, at a minimum, the following areas: providing:

- Crew employment contracts/ work agreements;
- Crew compensation;
- Crew working hours and/or rest periods.
- Crew accommodation requirements;
- Crew health and safety requirements;
- Crew living wage;
- Crew freedom of movement;
- Crew freedom of association;
- Access to crew documentation;
- Access to communication rights to contact people on shore;
- Crew discrimination;
- Crew violence, harassment, Intimidation and threats;
- Reprisals to affected crew;
- Child labour;
- Forced labour.

The intent of this clause is to recognise that, despite any documented agreements that relate to the listed criteria, they may be ignored by any party. By requiring the establishment of a grievance procedure this mitigates the risk of applicants ignoring or breaking agreements that are in place.

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

The intent of this clause is to recognise that all crew are afforded protections in the event that complaints are made.

- 2.19 A policy and procedure shall be adopted by the skipper/owner that shall prohibit and not tolerate any form of bullying or physical abuse of a crew member, or allows any form of disciplinary action to a crew member that uses the threat of mental, verbal and/or physical abuse, or sexual harassment.

The intent of this clause is to recognise that "crew on crew" or "skipper on crew" issues as listed can occur and that the risks of this occurring are reduced by developing and adopting an enforced policy.

- 2.20 A sign/poster/notice or a code of conduct advising about a Culture of Integrity and Respect, featuring Grievance Mechanism help line telephone numbers/website details shall be displayed in crew accessible locations on-board the vessel, to reinforce their rights and to explain, in a language they understand, what actions are open to them if they are not respected.

The intent of these clauses is to ensure that all crew members are fully aware of and understand their rights when working on the vessel, and what options are open to them if these rights are violated.

- 2.21 Any crew member when visiting a foreign or home port or while at sea shall be repatriated at the expense of the vessel owner as agreed in their employment contract or work agreement if the following situations arise:

2.21.1 A crew member who has their employment contract or work agreement terminated due to gross misconduct. *[NB In this situation the owner can be entitled to recover costs from outstanding wages as long as there is clear evidence of gross misconduct. Clear provisions must be outlined in the employment contract or work agreement.]*

2.21.2 A crew member who is incapacitated and can no longer perform their duties due to an illness or injury.

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

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

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

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

- 2.23 A crew member has the right to terminate their employment contract or work agreement after serving a notice period of at least 30 days' and be repatriated at the expense of the vessel owner to their home country as agreed in the employment contract or work agreement.

The intent of these clauses is to confer the rights to be afforded to the individual under the circumstances described within each clause.

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

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

Crew Personal Documentation

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

The intent of this clause is to mitigate the risk of personal papers being taken from the crew, the act of which may render it impossible to leave the vessel if so desired.

Crew Freedom of Movement & No Forced Labour

- 2.26 Specific policy and procedures shall be in place to determine and inform what rights each crew member has to leave the vessel when in port.

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

The intent of these clauses is to recognise that lack of freedom of movement can affect wellbeing and to ensure all crew are aware of their rights while in port.

- 2.27 No forced, bonded, trafficked or involuntary prison labour shall be used on the vessel.

The intent of this clause is to any crew members being employed against their will.

Crew Freedom of Association

- 2.28 The rights of every crew member to be able to have 'freedom of association and the right to collective bargaining' shall be respected and adhered to by the vessel owner.

- 2.28.1 The applicant shall have a policy and procedure in place whereby at least one crew member can be freely elected by the crew to represent the interests of the crew.

- 2.28.2 The elected crewmember shall be given the time to seek and undergo training on how best to represent the interests of the crew.

The intent of these clauses is to recognise that the rights expressed within the clauses, if denied, may adversely impact on crew wellbeing and their ability to improve terms/conditions/ and or remuneration.

Child Labour

- 2.29 The vessel owner shall comply with national child labour laws regarding minimum working age or ILO Minimum Age Convention 188, whichever is higher.

2.29.1 If the vessel owner employs young workers on a full-time basis who are above the minimum age but under the age of 18, they shall only employ the young worker if they have completed compulsory education and shall need to comply with jurisdiction requirements of where the vessel is licenced to operate.

2.29.2 Any apprentices on board the vessel shall have completed compulsory basic education and the vessel owner shall be able to demonstrate that the apprenticeship is in line with jurisdiction requirements of where the vessel is licenced to operate. (i.e. demonstrate the training programme and the protections in place for the apprentice).

2.29.3 For vessels that operate for more than 72 hours at sea during a single fishing trip, no crew members under 18 shall be employed or recruited.

The intent of these clauses is to prevent the use of child labour (as more broadly defined) on RFS certified vessels and to recognise that workers below a certain age require specific protections so as not to impact on the requirements of standing legislation in the country of operation.

Section 2 - Crew Health and Safety

The intent of this section is to give assurance that the crew are fully equipped to mitigate risks to their personal safety and that of the other crew members when working on this vessel. The section shall also give assurance that the crew living conditions on board, at a minimum, meet the requirements of ILO c188.

Safety at Sea

Vessel Operation Safety Requirements at Sea

2.30 Prior to any fishing trip, the applicant shall ensure that the skipper is competent and possesses the necessary training qualifications.

The intent of this clause is to ensure that no RFS vessels can put to sea without an appropriately trained skipper in charge.

2.31 Prior to any fishing trip, the applicant shall ensure that there is a competent marine engineer on board the vessel who possesses the necessary training qualifications if the category of vessel requires this level of expertise.

The intent of the clause is that no certified vessel shall go to sea without the capability to rectify issues likely to compromise safety.

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

2.32.1 The applicant shall ensure that at least one member of the crew has received additional first aid training to ensure that all medical equipment on board the vessel can be used correctly and effectively.

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

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

2.33 Prior to any fishing trip, the applicant shall ensure that all crew members have been trained on how to correctly operate the fishing gear and machinery used within the fishing operation.

2.33.1 A log of all machinery training undertaken by crew members shall be maintained within the vessel's records.

- 2.33.2 The applicant shall ensure that the skipper and crew are informed that if a member of the crew has not been trained on a specific item of equipment/machinery, that they shall not be permitted to use it during the fishing trip.

The intent of these clauses is to mitigate the risk of accident or injury through lack of training by demonstrating that all crew become responsible for monitoring risks in relation to operation of machinery and equipment, and ensuring the applicant can demonstrate both evidence of training and that due diligence has been exercised.

- 2.34 All chemicals used at sea as part of the fishing operation shall be correctly labelled and stored.

The intent of this clause is to mitigate the risk of accidental or improper use of chemicals and to minimise the risk of cross contamination.

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

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

The intent of these clauses is to ensure the applicant can demonstrate effective mitigation of the risks associated with use of chemicals to the user, products and the vessel, through the provision of training.

Crew Safety Equipment

- 2.36 All dedicated crew safety equipment shall always be accessible by all crew.

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

The intent of these clauses is to ensure that safety equipment use isn't compromised due to inaccessibility and that the crew aren't expected to pay for standard PPE equipment required.

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

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

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

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

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

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

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

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

2.41 Personal Protective Equipment (PPE) - including safety boots, hats, ear protectors, safety-glasses - shall be available and worn by all crew members conducting fishing and catch storage operations.

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

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

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

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

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

2.43 For single-person operated vessels, the fisher shall make use of a personal distress/locator device every time they embark on a fishing trip.

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

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

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

Crew Living Conditions

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

Location of Accommodation

2.45 All crew accommodation - in particular, the sleeping areas on new build decked vessels which have plans passed before and/or are built after 31st December 2018 - shall be situated behind the collision damage bulk head.

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

Fire Prevention

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

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

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

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

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

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

Crew Sleeping/Rest Areas Requirements

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

The intent of this clause is to ensure that these areas are available and provide the crew with a place where they can relax and rest.

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

The intent of this clause is to ensure that these areas have a good supply of fresh clean air to allow the crew to rest.

2.52 Crew sleeping areas shall be insulated from noise from the vessel engines and fishing operations machinery.

The intent of this clause is to ensure that these areas have a good insulation to allow the crew to rest.

2.53 Means of escape from these areas to an open deck shall always be unobstructed and accessible.

The intent of this clause is to ensure that these areas can be evacuated in the event that the vessel is at risk of imminent damage or sinking

2.54 The sleeping areas used by the crew shall not directly open onto either the engine room or the catch storage or processing rooms.

The intent of this clause is to ensure that these areas have a good supply of fresh clean air to allow the crew to relax and not inhale potential harmful substances

2.55 All sleeping areas shall be equipped to ensure that all crew members and visitors on board have a designated bunk/berth for the entire duration of their designated rest periods.

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

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

2.56.1 Where vessels operate with mixed gender crews and are at sea for more than 72 hours, accommodation should ensure privacy for each gender.

The intent of these clauses is to ensure that all crew members have a designated place to rest.

Galley/Food Production Area Requirements

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

2.58 All food provisions shall be stored and prepared correctly to avoid the risk of contaminated food for crew.

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

- 2.60 All crew shall have access to sufficient potable water that is clearly identifiable and accessible.
- 2.61 The galley/cooking area shall be maintained in a structurally good condition that can be effectively cleaned.
- 2.62 The galley/cooking area shall be maintained in a clean condition.
- 2.63 For vessels operating on fishing trips of 24 hours or more, they shall be equipped with suitable refrigerated storage.

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

Washing and Sanitation Requirements

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

2.64.1 The sanitary facilities shall offer privacy to the user.

The intent of this clause is to ensure that these areas are maintained in a clean and operational condition which will prevent possible poor hygiene issues that could result in food poisoning for the crew, and that decent living conditions can be provided for all crew genders on board.

Section 3 - Crew Wellbeing

The intent of this section is to ensure the mental wellbeing of all crew is considered as part of the vessel operations.

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

The intent of this clause is to mitigate the risk of isolation where trip durations are significant. What will be deemed as significant will be defined within the Certification Requirements.

2.66 The vessel owner shall instigate an awareness risk assessment of all crew on an annual basis to determine the crew's wellbeing and any medication they are taking to support their condition.

2.66.1 Identified risks shall have improvement plans and actions in place.

The intent of these clauses is to ensure that control measures are implemented where risk assessments identify hazards requiring mitigation and that mental wellbeing is considered within the risk assessment framework.

Appendix 1: Key Definitions

Definitions for a number of terms will need to be agreed with the Technical Working Groups as part of the development process. Definitions may include, but not be limited to, the following:

“Administration” or “Competent authority”

- **Cape Town Agreement:** Administration means the Government of the State whose flag the vessel is entitled to fly.
- **Code of Safety for Fishermen and Fishing Vessels:** Competent authority is the Government of the State whose flag the vessel is entitled to fly. The competent authority may delegate certain of its duties to entities authorized by it and that it deems suitably qualified to undertake those duties.
- **ILO.c188:** Competent authority means the minister, government department or other authority having power to issue and enforce regulations, orders or other instructions having the force of law in respect of the subject matter of the provision concerned.
- **ITF:** Competent authority means the minister, government department or other authority with the power to issue and enforce regulations or other legal instructions regarding a provision of the convention.

“Agency worker”

- **ILO:** Temporary agency employment is where a worker is employed by the temporary work agency, and then hired out to perform his/her work at (and under the supervision of) the user company.
- **UK Legislation (Agency worker regulations 2010):** An individual who –
 - a) Is supplied by a temporary work agency to work temporarily for and under the supervision and direction of a hirer; and
 - b) Has a contract with the temporary work agency which is –
 - i. a contract of employment with the agency, or
 - ii. any other contract to perform work and services personally for the agency.

“Applicant”

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

“Child Labour”

Any work by a child or young person younger than the age(s) of 18, which does not comply with the provisions of the relevant ILO standards, and any work that is likely to be hazardous or to interfere with the child’s or young person’s education, or to be harmful to the child’s or young person’s health or physical, mental, spiritual, moral or social development. **(ETI)**

“Commercial fishing”

All fishing operations, including fishing operations on rivers, lakes or canals, with the exception of subsistence fishing and recreational fishing. **(ILO.c188 & ITF)**

“Competent authority”

The minister, government department or other authority who has the power to issue and enforce regulations, orders or other instructions having the force of law in respect of the subject matter of the provision concerned. **(ILO.c188)**

“Crew”

The skipper and all persons employed or engaged in any capacity on board a fishing vessel on the business of that vessel, including observers.

(Directly) “Employed Crew”

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

“Fisher”

- **ILO.c188:** Every person employed or engaged in any capacity or carrying out an occupation on board any fishing vessel, including persons working on board who are paid on the basis of a share of the catch but excluding pilots, naval personnel, other persons in the permanent service of a government, shore-based persons carrying out work aboard a fishing vessel and fisheries observers.
- **ITF:** Every person employed or engaged in any capacity on board any fishing vessel, including those who are paid on the basis of a share of the catch, but excluding pilots, naval personnel, other persons in the permanent service of a government, shore based persons carrying out work aboard a fishing vessel and fisheries observers.
- **UK Legislation:** “Fisher/crew member” includes any person (except pilots) employed or engaged in any capacity on board any fishing vessel.

“Fishing Trip”

- The time from which a fishing vessel departs port to undertake fishing operations until its return to port to land its catch.
- All fishing activities between visits to landing sites, where landing sites includes ports and legal, monitored and documented transhipments. **(MSC)**

“Fishing vessel” or “Vessel”

- Any ship or boat, of any nature whatsoever, irrespective of the form of ownership, used or intended to be used for the purpose of commercial fishing. **(ILO.c188 & ITF)**
- Any vessel used commercially for catching fish, whales, seals, walrus or other living resources of the sea. **(Code of Safety for Fishermen and Fishing Vessels & Cape Town Agreement)**

“Labour Recruiter” (Recruitment Agency)

Recruitment and placement service including any person, company, institution, agency or other organization, in the public or the private sector, which is engaged in recruiting fishers on behalf of, or placing fishers with, fishing vessel owners. **(ILO.c188)**

(Vessel) “Length”

96 per cent of the total length on a waterline at 85 per cent of the least moulded depth measured from the keel line, or as the length from the foreside of the stem to the axis of the rudder stock on that waterline, if that be greater. In vessels designed with rake of keel, the waterline on which this length is measured shall be parallel to the designed waterline. **(ILO.c188)**

(Vessel) “Length overall” (LOA)

The distance in a straight line parallel to the designed waterline between the foremost point of the bow and the aftermost point of the stern. **(ILO.c188)**

“Owner” or “Fishing vessel owner”

- **Code of Safety for Fishermen and Fishing Vessels:** “Owner” means any person or entity having assumed the responsibility for the operation of the vessel.
- **ILO.c188:** The owner of the fishing vessel or any other organization or person, such as the manager, agent or bareboat charterer, who has assumed the responsibility for the operation of the vessel from the owner and who, on assuming such responsibility, has agreed to take over the duties and responsibilities imposed on fishing vessel owners in accordance with the Convention, regardless of whether any other organization or person fulfils certain of the duties or responsibilities on behalf of the fishing vessel owner.
- **ITF:** The owner of the fishing vessel or any other organisation or person, such as the manager, agent or bareboat charterer, who has assumed the responsibility for the operation of the vessel from the owner and who, on assuming such responsibility, has agreed to take over the duties.
- **UK Legislation:** The owner or shared owner of the fishing vessel or any other organisation or person such as the manager, agent or bareboat charterer, who has assumed the responsibility for the operation of the vessel from the owner and who, on assuming such responsibility, has agreed to take over the duties and responsibilities imposed on fishing vessel owners in accordance with the Convention, regardless of whether any other organisation or person fulfils certain of the duties or responsibilities on behalf of the fishing vessel owner.

“Self-Employed” or “Share Fishermen”

A share fisherman is self-employed and has been classified by the UK HM Revenue and Customs as someone who:

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

“Skipper”

The fisher having command of a fishing vessel.

“Single-person operated” or “single handed”

A fishing vessel operated by only one fisher.

“Transshipment” (Transshipment)

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

(Fisher's) “Work agreement”

A contract of employment, articles of agreement or other similar arrangements, or any other contract governing a fisher's living and working conditions on board a vessel. **(ILO.c188 & ITF)**



Further Information

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