



Guidance to the
Thai Union
Fishing Vessel Improvement Program
and Code of Conduct

Working in partnership with our suppliers

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Foreword

The Thai Union Vessel Improvement Program and Code of Conduct, was first published in December 2017. Since then we have seen audits completed across the world and engaged hundreds of fishermen, stakeholders and suppliers. The program is designed to provide clear guidance about working conditions on board the vessels which Thai Union sources from, and to encourage continuous improvement for better practices at sea. We are aiming to ensure that our suppliers do not engage in forced labor, slavery, child labor, and discrimination.

Since its publication Thai Union have been working to implement two audit programs, the first for tuna vessels and the second for Thai vessels, neither of which are owned by Thai Union. Thai Union is working with experienced consultants to audit the working conditions of vessels compared to the principles and clauses outlined in the VCoC. We would like to extend our thanks to those who have shown cooperation and worked to support completion of the audits so far. The next important step in the process, is to identify actions that can be taken to continuously improve the conditions and meet the clauses in the VCoC. Thai Union are committed to sourcing from suppliers who operate in a responsible manner and have identified critical aspects in the VCoC which will affect our decisions in procurement.

This guidance document has been revised based on feedback from the auditors as well as our suppliers, stakeholders and consultants. By doing this we aim to provide greater clarity on the content of the VCoC, ensure consistency in the audits and to include aspects where new information has been presented. We hope that this will provide continued and increased understanding and ability to improve conditions on board vessels.

We would like to extend our commitment to increase awareness and understanding of this work program, so if you have any comments or questions regarding any aspect of this document or anything related to the VCoC program, then please do not hesitate to get in touch. And of course, we would like to thank our stakeholders, customers and consultants for their time and commitment, and we look forward to our continued work together.

Contents

Abbreviations, terms and definitions	iii
1 Introduction.....	1
2 Scope.....	1
3 Implementation	2
3.1 Audit and results	2
3.2 Types of audit or assessment	3
3.3 Vessel Improvement Program.....	5
3.4 Guidance on clauses.....	7
3.5 Most Relevant Information	7
4 VCoC clause clarification	9
1. Business is conducted lawfully and with integrity.....	9
2. Work is conducted on the basis of freely agreed and documented terms of employment with legal compliance.....	11
3. All workers are treated equally and with respect and dignity.....	15
4. Work is conducted on a voluntary basis with no forced or compulsory labor.....	16
5. All workers are of an appropriate age	18
6. All workers are paid fair wages	19
7. Working hours for all workers are reasonable	20
8. All workers are free to exercise their right to form and/or join trade unions and to bargain collectively where permitted by law	21
9. Workers' health and safety are protected at work.....	23
10. Workers have access to fair procedures	27
11. Business is conducted in a manner that embraces sustainability and reduces environmental impact.....	28
12. Progress and compliance are monitored	29
ANNEX A: Self-Assessment Checklist.....	30
ANNEX B: Supplementary Information.....	32
ANNEX C: Medical Provisions: Thailand.....	37
ANNEX D: Fishing vessel health and safety risk assessments.....	38
ANNEX E: Thai Union VCoC procedure and policies	39

Abbreviations, terms and definitions

This section determines terms and abbreviations and used for the purpose of the application of the VCoC.

Abbreviations:

FAO	Food and Agricultural Organization
GPS	global positioning system
GT	gross tonnage
ILO	International Labour Organization
ILO C188	International Labour Organization C188 - Work in Fishing Convention, 2007 (No. 188)
IMO	International Maritime Organization
ITF	the International Transport Workers' Federation
IUU	illegal, unreported and unregulated [fishing]
PIPO	port-in – port-out
PPE	personal protective equipment
RFMO	Regional Fisheries Management Organization
US	United States [of America]
UVI	unique vessel identifier
VCoC	[Thai Union's] Vessel Code of Conduct
VIP	vessel improvement program

Terms:

auditor	person with the education, training and experience to competently perform vessel audits against the requirements of the TU VCOC
captain	person in charge of the vessel
child	any person under the age of 15, or under the age of completing compulsory education, or under the minimum age of employment in the country of jurisdiction, whichever is higher
contract	a written agreement that is binding
consent	when someone agrees, or gives permission, for something to happen
consultant	someone who provides consulting services
collective bargaining	a process where an organized group of employees negotiates terms and conditions with an employer
crew	anyone working on board the vessel inclusive of the captain, engineers, fishers, cooks, and deck hands
disciplinary actions	a process that will be followed when an employee's actions or performance do not meet the standards expected
flag State	the State that the vessel is registered to

force majeure	something that occurs which could not be foreseen and prevents someone from fulfilling a contract
forced labor	situations in which persons are coerced to work through the use of violence or intimidation, or by more subtle means such as accumulated debt, retention of identity papers or threats of denunciation to immigration authorities [ILO definition]
freedom of association	the right to gather in groups to protest, defend, negotiate, unionize or associate on a common issue without interference
freedom of movement	someone is permitted to move location of their own free will
full traceability	the ability to follow seafood from the end consumer product back to when it was fished
grievance procedure	a formal process to raise a complaint, concern or issue
inhumane treatment	not humane; cause of suffering, harm and devoid of compassion
lifesaving equipment	equipment that is used to rescue and assist in saving the life of persons
medical equipment	equipment that is used in the treatment, diagnosis or monitoring of a person's health
migrant worker	a person who is to be engaged, is engaged or has been engaged in a remunerated activity in a State of which he or she is not a national
personal protective equipment	all equipment for the crew to keep themselves protected whilst they work
repatriation	the transportation of an employee from the place of a vessel that they are working on back to their home or a specified location on land or the location where they signed their employment contract
resignation	when an employee terminates their contract
risk	something that could pose a threat, hazard or danger
risk assessment	an evaluation that investigates potential risks
seafood	consumable aquatic organism(s)
seafood supply chain	the journey of different stages that seafood goes through from the fishing vessel to the end consumer
toilet	fixed receptacle into which a person may urinate or defecate, typically consisting of a large bowl connected to a system for flush
at-sea transshipment	movement of seafood from one vessel to another at sea
unique vessel identifier	a number that is exclusively created for a vessel when it is constructed that stays with it to the time that it is decommissioned and dismantled
workplace health and safety	the consideration and actions taken to ensure places of work are sanitary, able to prevent accidents and safeguard the wellbeing of employees
young adult	aged between that determined to be a child and 18 years

1 Introduction

The fishing vessels and fleets around the world are the foundation of our wild capture-based seafood industry. Making sure that seafood comes from supply chains that are free from forced labor, slavery, child labor, discrimination, other welfare concerns and IUU fishing is a priority for the commercial sector and for Thai Union. In recent years, reported incidents in the seafood industry have instigated discussions and initiatives in the sector to prevent infringements of human rights and to improve working conditions on board fishing vessels.

Thai Union Group Public Company Limited and its subsidiaries, hereafter referred to as Thai Union, set out our commitment to the safe and fair treatment of our workers in 2015 with the publication of our [Business Ethics and Labor Code of Conduct](#). On 27 December 2017, we published our Vessel Improvement Program (VIP) and Vessel Code of Conduct (VCoC) which is an extension of the Business Ethics and Labor Code of Conduct. The 12 ‘Fundamental Principles’ apply to our business and frame both codes of conduct. However, in the VCoC, the clauses have been tailored for application to fishing vessels to reflect the unique set of conditions that exist working at sea. Our intention is that the implementation of this program of work will provide guidance to the fishing vessels that we source from and improve the labor and working practices of the fishing sector.

Thai Union sources seafood from fishing vessels across the world that have different characteristics by way of different types of vessels, fishing gear, flag States and crews. The seafood is processed in factories (on land) and sourced from a wide range of places including Europe, U.S., Asia and others. Our expectation is that all of the fishing vessels that we source from are continuously improving in their efforts to meet the clauses in our VCoC and we are committed to monitoring their performance. Thai Union wants to work with its suppliers and partners to continuously improve conditions on board vessels. Engaging and working with the fishing vessels, which Thai Union does not own or operate, the non-governmental organizations that promote the improvement of labor and working practices of the fishing sector, and the governments that are the coastal and flag States of the vessels will be key to driving change within the industry.

2 Scope

The focus of the VIP and VCoC is the working conditions and treatment of crew on board vessels that Thai Union sources from. The VCoC must be signed by suppliers before we enter into a new business relationship and by all of our existing suppliers.

The VCoC applies to the fishing vessels in our global supply chains that supply us with fish and other seafood. The VCoC includes a commitment by the supplier to develop a VIP towards meeting the clauses unconditionally and to address any gaps that are identified in an audit against clauses that are not fully met. Thai Union believes that this is an opportunity to increase transparency, demonstrate accountability and to continuously improve upon any shortfalls. Thai Union’s VCoC was put in place to pursue those aspirations and drive change.

Thai Union reserves the right to request information that will demonstrate the level of adherence of a supplier to the VCoC, such as through third-party audits, at any point in our business transactions. A rolling annual audit program against the VCoC will be conducted by consultancy firm(s) contracted by Thai Union (this is explained in more detail below in section 3.2.2).

This document provides information to all of those that are involved in the application of the VCoC including, but not limited to, consultants, auditors, vessel companies, vessel owners, crew and suppliers. The document seeks to provide explanations and clarifications on the clauses and assist in the ability of our suppliers, if needed, to continuously improve in relation to the expectations set forth in the VCoC.

The VCoC is not a replacement for the law or existing conventions or regulations on the subject, rather it is intended to support and be used to demonstrate best practice and drive improvement where it is necessary. It is the responsibility of each individual in the supply chain to ensure that they comply with applicable legal requirements.

3 Implementation

3.1 Audit and results

At the start of any audit against the VCoC it is necessary for the scope of the audit to be identified. This should include details such as the name of the vessel(s) being assessed, the length or tonnage (or both), the flag State, the type of fishing gear used, the fishing area, ports of landing, species targeted, the duration of fishing trips and other relevant information.

Thai Union will commission a consultancy firm(s) to conduct third-party audits of the vessels in their supply chains. The consultants will provide the results of the individual audits that they are commissioned to complete and, in addition, a report of the evaluation of the overall findings and implementation of the audit program work they have completed. This overview will enable both a vessel level and also a ‘high-level’ analysis, which will consider if there are any themes or recurring improvements warranted against particular principles and/or clauses. This analysis should identify actions that can be undertaken at, for example, a governance level that Thai Union or other supply chain actors can support in the improvement program.

An aggregated and anonymized summary of the results of the audit program may be reported in the annual reporting activities of Thai Union. Appropriate summaries will be shared through meetings with our key stakeholders and customers. Additional information may be available and may be obtained by contacting us directly.

Suppliers should be aware that the performance results against the VCoC are expected to affect sourcing decisions made by Thai Union. If results demonstrate that any of the clauses which have been identified as ‘critical’ i.e. those which are deemed to be unacceptable if they are not met, Thai Union expects to suspend or discontinue purchasing from that supplier. The following are examples where we would strongly consider such steps:

- If vessels are involved in IUU fishing or do not have the relevant valid licenses.
- If crew are not legal to work and have not entered into their contract freely.
- If forced, compulsory, bonded, indentured labor, or trafficked or child labor is used.
- If the lives of the crew are at risk due to health and safety related shortcomings.

Clauses which are considered to be indicators of the above are signified in section 4 of this document and will have the auditor’s findings categorized as ‘critical’ in certain situations; this document provides an explanation of why and what makes this classified in this way. Thai Union management should be informed by the auditor(s) immediately if any of the items indicated as being ‘critical’ are found or

occur. Following this, Thai Union will take the appropriate action dependent on the finding and will potentially liaise with the supplier directly. Until the time when the auditor has confirmed that any critical finding has been closed out, Thai Union will suspend procuring fish from the vessel. For all other clauses where they are classified as ‘partially’ or ‘not met’ then an improvement program of work (VIP) with a timeline should be carried out with the aim to improve adherence with the clauses identified by the finding as agreed in the VIP with the consultants/auditors (and no later than within 18 months of the audit date unless specific implementation reasons are provided) with confirmation of such improvements to be provided to the auditors. Suppliers are required to have consistent communication with the auditors and Thai Union during this period.

3.2 Types of audit or assessment

3.2.1 Self-assessment

A supplier can complete a benchmarking exercise against the VCoC using the VCoC self-assessment checklist¹. There are advantages to doing this: firstly, it will be possible to prepare for a third-party audit and for the supplier to start to address any identified areas that require improvement before a formal assessment takes place; secondly, it will be possible to demonstrate performance against the VCoC to other companies which suppliers are doing business with. Any results of self-assessment exercises can be submitted to the Thai Union confidential email address: VesselCode@thaiunion.com and/or a main contact point at Thai Union and/or the auditors.

The self-assessment checklist is not designed to replace a third-party audit. Rather, it serves to provide a framework for benchmarking to help identify any areas where improvement would be beneficial.

3.2.2 Second party audit

An audit against the VCoC could be completed by a second party, for example, an employee of Thai Union. This is a process that has been carried out on vessels in Thailand against the Thai Union Business Ethics and Labor Code of Conduct. These are carried out at the request of Thai Union.

3.2.3 Third-party audit

Thai Union implements a rolling program of independent third-party auditing of the vessels that it is sourcing from. These will most likely be announced audits, however Thai Union intends to complete some unannounced audits.

Audits should be completed in accordance with industry best practice standards and must include, at a minimum, the following:

- Professional qualification in social auditing and experience in completing social audits.
- Training in the Thai Union VCoC - either by a lead auditor who has been trained by Thai Union or by a Thai Union employee. This should ensure that the auditor has a clear understanding of the intention of the VCoC, the audit methodology (consultants developed in conjunction with Thai Union) and the audit checklist to be used.
- Training on auditing techniques relevant to evaluating labor conditions, such as ISO 19011, and the ability to follow this process during the audit.

¹ Provided on webpage: <http://www.thaiunion.com/en/sustainability/sustainability-at-thai-union/code-of-conduct>

- For the interviews, the auditor will either speak the language of the interviewees or have a translator or translating abilities to fulfill the requirements. These will be done confidentially and independently of the captain and other officers.
- Have a signed confidentiality or non-disclosure agreement with Thai Union.

Ahead of the on-site audit on board the vessel(s), the auditors will be in contact with the auditee (or in some cases through Thai Union as the intermediary) to obtain information which will be useful for the auditors to review ahead of the visit. It is an important stage in the audit process and will support the physical audit to be efficient and ensure that the auditor is informed at the start of the opening meeting. Suppliers are encouraged to provide as much information as possible at this stage of the audit. The stages of the third-party audit may vary but in general, the following should be observed:

1. Pre-audit contact with the auditee and provision of relevant information, both ways (announced audits only)
2. Opening meeting
3. Vessel inspection
4. Document review
5. Interviews of crew
6. Closing meeting
7. Follow up, if needed

At the beginning of each audit program the auditors/consultants will create an audit methodology or handbook for the program to follow. This will be created together with the team at Thai Union. Auditors will have meetings with Thai Union and have a good understanding of the VCoC and VIP program.

Each audit is expected to result in an audit report that will assess the level at which that vessel(s) has met the different clauses of the VCoC and it will also provide an evaluation if an improvement program needs to be initiated. The presentation of the information on the results of the audit will enable the vessel(s) to propose the actions that they are required to complete as part of the improvement program, in agreement with the auditor (and Thai Union on occasion). These improvement actions will have the expected timescales of completion outlined and agreed. It is understood that some areas of the fishing sector are in the process of ratifying international conventions such as the Port State Measures Agreement, ILO C188 Fishing Working Convention C188 and others which will ultimately improve inspection and working conditions on board vessels. It is understood that it may take some time for some of the improvements required to meet the clause in the VCoC and these other initiatives, some of them may take a number of years. The expectation of time taken by our suppliers to make all the improvement identified in the audits will be dependent on several factors, including the nature of the improvement, the number of improvements, the cost of the improvement, and the suppliers' ability to directly control the improvement.

Individual vessel audit results will be kept confidential between the vessel owners, the auditors and Thai Union and, as stated, only aggregated and anonymized audit results will be shared publicly. In specific situations, such as for legal purposes, the results of specific audits may be required to be shared. However, this will be done in the strictest of confidence or when compelled by law.

As previously stated, all new suppliers to Thai Union are required to sign the VCoC, which contains within it the requirement to engage and progress towards meeting the expectations set forth in the clauses. Thai Union is working to ensure that all existing suppliers have signed it too.

The results of an audit will be presented so as to identify whether improvement is required in the form of a VIP. The level of improvement that is expected to continuously improve in meeting the details outlined in the VCoC may vary and as such the clauses will be assessed as to whether they are met, partially met – improvement required or not met – or improvement required.

If any suppliers have any comments or questions either before during or following an audit, then please do not hesitate to contact Thai Union.

3.2.3.1 Confidential Crew Interviews

Interviews of the crew are an important part of the audit program because they provide an opportunity for the auditors to find out what it's like for the crew to work onboard the fishing vessel. The interviews are strictly confidential and may take place one to one or with groups of up to 10 people. They will be undertaken during working hours so that the crew do not lose any of their own time.

There are certain requirements that should be in place in order for the interviews to be completed without compromising the results and any assistance in facilitating this would be appreciated:

- A private area where the auditors can conduct the interview. This should always be private and away from senior staff e.g. captain.
- A list of the crew should be provided to the auditors so that they can select the crew members for interview.
- It will almost certainly be necessary for translation capacity to be organized. This may be an organized translator, someone from either Thai Union or the consulting firms, the use of recordings or phone calls, or other.
- The crew to all be present (if possible) during the audit.
- If crew are not present, the reasons for the absence will need to be confirmed by the auditor and cross-checked with other crew members.
- During work hours i.e. not the crew's lunch break.

3.3 Vessel Improvement Program

The term 'VIP' encompasses any actions that are taken to correct findings and narrow the gap between conditions observed and the full expectations set forth in the VCoC. This may include work to close out findings that several major improvements are required or if a few minor improvements are identified. Continual work to improve working conditions for crew is expected if the conditions on board do not fully meet those in the VCoC.

The VIP can begin following any type of assessment or audit and basically describes the process that Thai Union encourages its suppliers to take to continuously improve in meeting the clauses within the VCoC. A VIP should include documentation of the actions identified to improve against a corresponding clause, milestones and time scales to completion. The length and cost of the VIP may differ; however, suppliers are encouraged to be ambitious about what they are aiming to achieve and the timeframes they anticipate they can do it in. The following can be considered to be the guidance on implementing a VIP:

- If vessels have not met the VCoC clauses in the way which have been outlined to be categorized as 'critical', then they must seek to make the required improvements within three months or before the vessel next goes to sea or the next time it is in port (whichever is the shorter time).

Thai Union will suspend doing business (sourcing) from the vessel until the finding is rectified and substantiated as completed by the auditor.

- For clauses which are identified by the auditor or assessor to either be ‘not met’ or ‘partially met’ then reasonable time frames for closing out each of them should be established. The vessel should aim to have all of the clauses met as agreed in the VIP with the consultants/auditors (and no later than within 18 months of the audit date unless specific implementation reasons are provided). It may be possible for a vessel to close out a few partially or un-met clauses within a few weeks, however it may be that there are several clauses where significant improvements are required across different principles and therefore it may take longer (months or even years in some circumstances) to implement comprehensive and effective improvements that will deliver lasting change for the benefit of the operation of the vessels. For items that require assistance (or “uptake”) from the supplier’s providers (e.g. recruiting agents), Thai Union expects that the response may take additional time because the supplier does not directly control the provider. For any clauses found to not be met, the audit process includes a step where subsequent audits of the same vessel will seek to confirm that the improvement actions remain in place and that the supplier continues to progress towards fully meeting the clauses of the VCoC.

Thai Union understands that there may be clauses that require institutional or regional level change to be considered as satisfying the VCoC aims in the clauses. With recognition of this, consultants will complete an overview analysis of the audit results (as described above) and identify if there are any sector or regional level improvements that can be identified, and support improvements that will be of benefit to our suppliers. Thai Union will continue to engage with institutions and organizations that are currently working on some of these issues to create positive change that would not be possible if everyone was to work in isolation. Through collaboration between industry partners, governments and organizations we can aim to resolve some of these challenges and showcase best practices in our supply chains.

The steps in the VIP and the benchmarking exercise against the VCoC can be summarized as:

1. Create a checklist or questionnaire for assessment/audit against the VCoC clauses.
2. Use the questionnaire to conduct a benchmarking exercise for the vessel(s).
3. Complete an analysis of the benchmarking exercise and for every clause where continuous improvement is identified to be necessary, the actions required to ‘close’ them out are documented.
4. Based on the identified actions, draw up a detailed plan of activities including time frames for completing the actions and any resources required.
5. Complete the work in the action plan and monitor progress against the action plan.
6. Update the benchmarking exercise.
7. Use subsequent audits of the same vessel to confirm that the improvement actions remain in place and that the supplier continues to progress towards full conformance with the VCoC.

The following documents have been published for the Thai Union VIP and VCoC and they can be found on the webpage²:

1. The VCoC published document in English, Thai and Chinese.
2. This Guidance Document.

3.4 Guidance on clauses

This document provides additional information for each of the clauses in the VCoC to explain the meaning behind the clause, and also to provide a list of suggested information that may be required to evaluate performance against it (see section 3.5). This information is designed to act as an indicator and ‘for information;’ please note that auditors, inspectors and other assessors may pose different questions or approach the task in a different way. For each of the clauses, section 4 provides notes and explanations to provide clarification and deeper understanding of the intention of the clause.

There are certain issues covered by the VCoC that Thai Union has acknowledged will require time and investment to transition towards implementing good working practices.

The guidance on the clauses in section 4 identifies what are the critical aspects of the VCoC.

3.5 Most Relevant Information

The following have been identified as the most relevant information that may be helpful to assess whether improvement is warranted to achieve the intent of the clauses. A comprehensive self-review or preparation for an audit should include a review of whether these documents are relevant and exist to be used in the audit process. This list is not exhaustive nor prescriptive and is presented to be an indicator and ‘for information;’ it should be noted that auditors, inspectors and other assessors may approach this in a different way.

- Policy and procedure documents that cover things such as disciplinary, grievance, recruitment, contract negotiation, repatriation, health and safety, hygiene, welfare of the crew at sea, management and payroll.
- Documentation about the applicable laws, regulations and management requirements to which the vessel(s) must adhere.
- Communication of the policies and procedures to employees, crew and other relevant employees. Potentially in the form of meeting notes, procedures, interviews, notices, posters and signs on board the vessel.
- Documentation on the implementation of any relevant policies, procedures and systems.
- Control of access to areas, systems and documents is managed such that any restrictions are not to the detriment of the crew’s wellbeing.
- Vessel registration, licenses and authorizations (originals that are in date).
- Any of the employees and crew are available for interview by third parties. These can be freely chosen by the third-party.
- Catch documentation, vessel policy document (contains logbook and transshipment procedures), transshipment declarations and landings declarations.
- Demonstration of effective and functional systems including accounts, payments to the recruitment company, payroll to the crew (these points are challenging to review from the

² Refer to webpage: <http://www.thaiunion.com/en/sustainability/sustainability-at-thai-union/code-of-conduct>

vessel and often are only possible if an audit of the administration office is made during the audit).

- Internal assessments (to best practice standards and conventions) and benchmarking against the VCoC.
- Cross reference checking with the Global Record of Vessels and Regional Fisheries Management Organization's 'Illegal, Unreported and Unregulated' vessel lists.
- Records pertaining to the crew including personnel details, time logs of work and rest, sickness, injury, work permits, contracts, payments (receipts or pay slips), bank statements, resignations and terminations. This information should make it possible to form a profile of the crews employed. The location and handling of this information and documentation.
- For young crew, particularly reference documents on the legal age to work.

There should be no contradictions or discrepancies during the process of third-party auditing, nor should there be any attempts to disrupt or interfere with the independent audit or assessment process.

4 VCoC clause clarification

1. Business is conducted lawfully and with integrity

The required management systems and procedures are in place and they comply with the appropriate laws, regulations and conventions. Vessels are transparent about their operations and it is possible to verify their claims. Supply chains deliver full traceability, identifying the legal origin of the seafood. All movement and transformation of seafood is documented and recorded.

Note for Principle 1: In some fisheries, the information required to complete the audit of the clauses within Principle 1 is not available at the vessel and enquiries need to be made to the owner or the authorities to verify the information.

1.1 Corruption and bribery is prohibited and procedures are in place to prevent it

This clause refers to the Thai Union Business Ethics and Labor Code of Conduct which states “*There is a prohibition of any and all forms of bribery, corruption, extortion or embezzlement and there are adequate procedures in place to prevent bribery in all commercial dealings undertaken by the supplier.*” This point is replicated here in the VCoC to ensure that the vessel(s) has the policy and procedures in place to prohibit bribery and corruption.

CRITICAL: there is definitive indication of bribery and/or corruption.

1.2 Business / financial transactions and commercial dealings are transparent and accurately recorded

This clause refers to the Thai Union Business Ethics and Labor Code of Conduct clause 1.3 “*Adequate financial transaction policies and procedures are maintained to ensure proper recording of all financial transactions, as well as to identify possible money laundering. No undisclosed or unrecorded account, fund or asset will be established or maintained.*” In addition, it also states “*Financial Records, Money Laundering and Insider Trading: All business and commercial dealings are transparently performed and accurately recorded in the supplier’s books and records. There is no actual or attempted participation in money laundering. No confidential information in the supplier’s possession regarding Thai Union is used either to engage in or support insider trading.*” This point is replicated here in the VCoC to ensure that the vessel(s) have policies and procedures in place to ensure that there is transparency in their business operations with regards to the completion of annual financial audits such as per the requirement of their country of company registration.

1.3 All relevant licenses for the vessel(s) are held and are validated by the appropriate authority

The vessel(s) should be able to demonstrate that it has the relevant valid licenses to fish. This could include providing information such as: the vessel license, the vessel check certificate, the aggregator license, the gear type license etc. The auditor may want to add more to this list to ensure that the vessel(s) can demonstrate that it has all of the relevant licenses for the area of jurisdiction (requirements differ depending on the location).

CRITICAL: the vessel does not have a relevant valid license to fish.

1.4 All laws of the flag State and relevant national and international regulations are complied with

The VCoC is not a replacement for one’s own assessment of compliance with applicable the law or regulations. It is the responsibility of each individual in the supply chain to ensure that they comply

with legal requirements. This clause states the requirement that Thai Union will only source from vessels that are operating legally. This point is included in the VCoC to ensure that the vessel(s) have policies and procedures in place to achieve this.

1.5 Fishing vessels should not have been listed or put on the Regional Fisheries Management Organization's 'Illegal, Unreported and Unregulated' vessel lists and should be authorized to fish in the waters

The vessel(s) must have the correct authorizations to fish in the waters, they shall only be fishing in a legal manner which is regulated, and they must be reporting their fishing activity. Vessel(s) must not currently appear and not be listed on any of the official IUU vessel lists. The records of where the vessel(s) are licensed to fish should reflect the reported areas of catch on the catch certificates (and others).

- The RFMO's have publicly available lists; here is the link to the 'International Commission for the Conservation of Atlantic Tunas' webpage, <http://www.iccat.int/en/IUU.asp>, which features their list and has links to the lists of the other RFMOs.
- The European Commission has adopted a list of vessels that cannot land or sell their fish in the European Union; here is the link to the updated list on their website: https://ec.europa.eu/fisheries/commission-adopts-iuu-vessel-list_en

Note: this clause is only relevant to those fisheries which are governed by an RFMO.

CRITICAL: the vessel is identified on an official IUU vessel list and is not authorized to fish.

1.6 Catch, storage, processing and transfer documentation is completed accurately and available

This documentation must be available and should be assessed to contribute to enable traceability of the seafood.

1.7 A logbook is completed with all legally required information and details such as species, date/time, weight, area, fishing gear type

The vessel must be able to demonstrate that there is a process for completion of the logbook which includes recording of the following (without missing key information):

- The species which have been caught (inclusive of the entire catch i.e. non-target species) should be recorded using their common and scientific names.
- At a minimum, the FAO area should be recorded for the fishing activity. A GPS location is preferred for the recording of the location and time of the fishing activity.

The fishing gear reported should be consistent with the [FAO gear classification](#). The gear used must comply with management measures in the area.

For those fishing under jurisdiction of an RFMO, the logbook must be in compliance with the template issued by the relevant RFMO of the area of catch or of the flag State of the fishing vessel.

CRITICAL: if the vessel is found to be fishing outside of the terms of their license and has not completed the required information in the logbook.

1.8 Transshipment at sea is either banned or recorded

Transshipment presents a high-risk point within the supply chain for IUU fishing and labor abuses. This is because the vessels can stay at sea for prolonged periods with low contact for inspections to check standards and regulations. Likewise, crew can be moved between vessel without going to shore. Evaluation of this clause should firstly consider whether any transshipment at sea takes place in the supply chain. If it does, then it is important that the activity is recorded and reported. There should be a procedure for any transshipments that do take place and transshipment declarations should be available. Transshipments on long line vessels should have a human observer on board the carrier. Thai Union has a [published statement](#) on the topic of transshipment; we encourage our suppliers to review this document.

1.9 For long line vessels there will be an electronic or human observer on board the vessel

Long line fisheries are known to be high risk for the capture of non-target species, many of which are endangered, threatened or protected. Adequate monitoring and surveillance allow the vessel(s) to verify their good practice and catches and demonstrate that there are no unreported or illegal practices taking place like shark finning. All long line vessels that Thai Union sources from should be able to demonstrate that there is an electronic or human observer on board by the end of 2020 or sooner. Please contact Thai Union to find out more: VesselCode@thaiunion.com.

1.10 Vessels over 100GT should have a Unique Vessel Identifier and be listed on the Global Record

An internationally recognized 'UVI' is the 'IMO number,' after the International Maritime Organization numbering system which is administered by HIS-Fairplay. This system assigns vessels with a number which will stay with it permanently, regardless of any changes to the flag State and/or ownership. For more information about the IMO identification number schemes, please refer to the website: <http://www.imo.org/en/OurWork/MSAS/Pages/IMO-identification-number-scheme.aspx>

For more information on the Global Record of Fishing Vessels, Refrigerated Transport Vessels and Supply Vessels, please refer to the website: <http://www.fao.org/global-record/en/>

For vessels that are not eligible for an IMO number (e.g. because they are under 100GT), tuna suppliers are encouraged to register their tuna vessels with the ISSF to receive an ISSF-UVI for their vessel. Please refer to their website for more information: <https://iss-foundation.org/knowledge-tools/databases/uvi-database/>

A unique National registration number might be accepted as an alternative to the above.

2. Work is conducted on the basis of freely agreed and documented terms of employment with legal compliance

Crew have employment contracts that they understand and can enter into freely and all aspects are explained before the contract is signed.

2.1 Crew have a legal work permit or the right to work

The employer needs to demonstrate they have a system for ensuring the legal status of workers. Records of important documents (e.g. work permit, passport, ID card, seaman's book) should be maintained for crew members to demonstrate that they are legally employed. The requirements of the 'legal right to work documentation' differs between countries / authorities. The clause is intended to ensure that

fishers on vessels that we source fish from are legally permitted to work. The following are notes on some of the country specifics:

- Filipino crew members working on Filipino vessels do not need a permit.
- The U.S. does not issue legal permits to crew members on U.S. vessels.
- In Thailand, due to Port-in – Port-out (PIPO) inspection requirements, the documents are available on most if not all vessels over 30GT. Also, due to the PIPO requirements, records of employment, contracts and legality of employment are maintained by the vessel owner or Captain and available to the fishers for examination and a copy upon request on most if not all vessels over 30GT.

If the system is assessed to be inadequate or there are no indicators of illegal workers but there is a potential risk identified, then this may lead to the auditor assessing that the clause is only ‘partially met’ and that improvement is required but it will not be raised as a ‘critical’.

CRITICAL: if there are illegal workers and/or significant indications that workers lack the necessary authorizations.

2.2 Crew members have a signed contract written in a language that they understand, and they are issued with a copy

All crew members have an employment contract or work agreement (various names are given to this document) that is signed (by both the crew member and the employer) and they are provided with a copy. The crew demonstrate an understanding of the terms and conditions in the work contract that they have entered. Crew members should confirm that the contract was written in a language that they understand, therefore copies of the contracts should be available in all of the languages of the nationalities of the crew that are on the crew list. Key aspects of their employment should be explained before the contract is signed (see clause 2.3). Key aspects of contracting and discussing the terms should be completed before departure from port. The following are notes on some of the country specifics:

- In Thailand the law does not require the contract to be provided to fishers in any other language than Thai. However, many of the fishers working on board Thai vessels are not from Thailand, and to facilitate better understanding amongst the crew of Thai vessels captains/companies should provide contracts in the local language of the crew.

2.3 The content of the contract includes at a minimum the payment schedule, grievance and disciplinary procedures, work and rest hours, overtime, holiday, repatriation, resignation and termination (including ‘force majeure’ situations)

The terms and conditions of employment that are in the contract cover all of these points, and as per 2.2 these are all explained to the crew before departure. Wage policies, which outlines the date(s) of pay and the pay rates, are included in the contract and are clearly communicated to the crew.

For this clause, attention is drawn to Article 21 (Repatriation) and Annex II (Fisher’s work agreement) within the ILO Work in Fishing Convention C188. These are considered to be the best practice and vessels are encouraged to work towards achieving this in the future.

In a contract this may mean the following sections are included (or equivalent), with the corresponding information outlined to provide the appropriate details for the section:

- The payment schedule e.g. wages and benefits, frequency of payments, overtime, wage slips.
- Annual leave e.g. details of entitlement to leave.

- Grievance and disciplinary procedures e.g. procedure for making complaints or raising a grievance(s).
- Work and rest hours including any requirement to record hours.
- Repatriation e.g. details and terms including transportation.
- Notice of contract resignation and termination (including details of repatriation).

2.4 No force or coercion is used to make the crew sign the contracts, or to obtain consent on contract amendments

The crew enter into the contract without force or coercion. Employers should not prohibit amendments to be made to the contract (within reason) as per 2.5. If the employer wishes to make changes to the work contract, details or conditions, then the employer should notify the crew before any changes are made (i.e. before departure).

CRITICAL: claims of forced labor or that the crew were coerced into signing their contracts are substantiated.

2.5 Crew and employees can review and seek advice on the terms of their contract before it is executed

The employer should have procedures that are implemented to enable the crew to review and seek advice on the terms of their contract. The crew could ask for their contract to be explained to them and then allowed time to consider and review the terms. The potential employee could seek advice about any part of the contract and return with any queries.

2.6 Resignation and contract termination records are maintained and kept for at least 12 months after crew contracts end

There should be a procedure that is implemented which ensures that the records of the resignation and termination of the crew's contracts (this links to clauses 10.2 and 10.3) are maintained. The contract should include the procedure for the ending of the contract such as the details with which the employer would terminate the contract and the required notice period for workers to terminate their contracts (which must not exceed what the law requires or one month if there is no law that applies).

Complications may arise in certain situations such as, if the vessel has a major breakdown and the trip is cut short, meaning the contracts are terminated because it will stay in a shipyard for months. It should be accepted that the contract contains something to cover 'force majeure,' and in such cases there should be something to ensure that the crew are suitably compensated e.g. the owner sends the crew home and pays wages until they reach home.

2.7 Crew should not be charged recruitment or hiring related fees

There should be policies and procedures that are implemented to make sure that recruitment or hiring fees are not charged to the crew. Any legal jurisdiction which permits charges to be paid by the crew should be transparently stated in contracts, clearly communicated to the crew, and paperwork accounting for the charges issued on a crew-by-crew basis. The procedures are clear about who will pay for the costs associated with recruitment and hiring. Any costs that crewmembers pay themselves to a third party must be documented with receipts that are available to the auditor; disclosure of these costs must be made to the auditor. The policies and procedures about the costs are communicated to the crew before any costs are accrued and the contract is signed; this includes costs that the employer pays and then recharges to the crew.

Suppliers are encouraged to refer to Thai Union's ethical migrant policy statement for more information on this topic: <http://www.thaiunion.com/files/download/sustainability/20160116-ethical-migrant-recruitment-policy.pdf>.

CRITICAL: it is substantiated that egregious fees are paid by crew.

2.8 If crew are found to have been charged fees outside of those legally allowed then a repayment mechanism/remediation can be put in place, and this is communicated to the crew

Policies and procedures are implemented which describe the repayment mechanism to cover historical situations where fees were charged outside of those that are legally allowed; and these are communicated to the crew. Thai Union considers that it should be the responsibility of the entity who was responsible for taking the payment to repay it. These details are included in the contract and outlined in conjunction with discussions about clause 2.7. If no form of recruitment fees or other fees to crew are allowed (clause 2.7), then this clause is redundant and need not be addressed.

In the situation whereby fees (possibly illegal) were charged by recruitment agents/sub-agents and not by the vessels or suppliers then it would be expected that the agents are considered to be the party responsible for repaying the workers.

2.9 The terms in the contracts are met during employment on the vessel

The crew must receive their employment terms and conditions specified in their contract. This point relates to all of the other clauses which refer to the crew's contracts.

CRITICAL: it is substantiated that payments are not/have not been paid to crew.

2.10 The employer pays for the repatriation of the crew in accordance with the employment contract

There should be policies and procedures that are implemented which outline the processes that exist for repatriation, and these should be communicated to the crew (before departure) and included in the employment contract. The crew are not liable to pay any of the costs associated with repatriation, unless, as per C188, "...where the fisher has been found, in accordance with national laws, regulations or other measures, to be in serious default of his or her work agreement obligations". Refer to clause 4.6 for details of notice periods and effects on repatriation. The definition given for repatriation which is provided at the beginning of this document is as follows "the transportation of an employee from the place of a vessel that they are working on back to their home or a specified location on land or the location where they signed their employment agreement".

The destination for repatriation must be one of the following:

- the place where the seafarer signed their employment agreement;
- their country of residence; or,
- the place specified in any applicable collective agreement.

The seafarer and the shipowner may agree to repatriation location which is different to one of the above and providing this is documented and mutually agreed then it will be considered as meeting the clause.

Attention is drawn to ILO C188 Article 21 (Repatriation) and the Maritime and Labour Convention (MLC), which both contain more information on the subject and are considered best practice; vessels are encouraged to work towards implementing as per these conventions.

3. All workers are treated equally and with respect and dignity

Crew are treated with respect and dignity, no one is subject to any kind of abuse, harassment, intimidation or inhumane treatment, and no one is subject to different treatment on the basis of race, ethnicity or country of origin.

3.1 Discrimination is prohibited and includes but is not limited to, that based on: caste, national origin, ethnicity, religion, age, disability, gender, marital status, sexual orientation, union membership, political affiliation/beliefs, pregnancy, health or disability

Companies should have an anti-discrimination policy that is implemented and communicated to employees, crew and the recruitment agencies. Procedures should be in place to deal with reports of discrimination and these should mirror that of the grievance procedure (refer to principle 10). This clause refers to the Thai Union Business Ethics and Labor Code of Conduct 3.1. This clause seeks to ensure that the crew are treated equally. This clause supports the United Nations [Universal Declaration of Human Rights](#) statement that “All human beings are born free and equal in dignity and rights.”

3.2 On board there is no harsh or inhumane treatment of crew, including no physical, sexual, verbal, or psychological abuse or harassment, or other forms of intimidation

There should be a written policy that states that harsh treatment or inhumane treatment of any crew is strictly prohibited, and this is communicated to the crew. This should be reflected in the disciplinary procedures (relates to principle 10) where the implementation of the policy and consequences of these types of actions are outlined.

CRITICAL: harsh or inhumane treatment of crew is substantiated.

3.3 Crew are accorded equal opportunity to develop their knowledge, skills and competencies

The anti-discrimination policy (clause 3.1) should include that equal opportunities are accorded to all members of the crew (with comparable experience and competencies).

3.4 Migrant workers are treated as equals and provisions are made to meet their welfare and employment needs in accordance with this VCoC

The anti-discrimination policy (clause 3.1) should include that migrant workers are treated as equals to the other members of the crew; meaning that they are not deliberately disadvantaged in any situations by attitudes of other crew members or the companies involved in recruiting or employing them based on any of the attributes listed in 3.1. There are circumstances in the fishing industry whereby the terms of employment of the crew differ for various reasons, for example, they are from different countries, recruited through different channels or have differing qualifications or levels of experience. Differences between terms of employment should be considered based on these points and in relation to other findings within the audit.

There should be a procedure that outlines if any extra provisions are required to employ them to work on board to overcome issues such as the language barrier. This is important with specific regards to understanding the terms of employment and the procedures (relates to principle 10).

4. Work is conducted on a voluntary basis with no forced or compulsory labor

Crew are on board of their own will and are not forced to work by means of bribery or coercion. The recruitment and employment processes are legal, and reviewed and explained with all crew before departure.

4.1 The vessel is free from any form of forced, compulsory, bonded, indentured labor, prison labor or trafficked labor, with the exception of documented and signed salary advances

Policies and procedures which are designed to prevent compulsory, bonded, or indentured labor, or prison labor, or trafficked labor, should be in place and implemented. This clause links to the recruitment process (principle 10) which should be considered as a way to demonstrate that the recruitment process permits the crew to enter into employment of their own free will.

Crew should not be forced into a vulnerable state through the process of working for the company/vessel. For example, there should be no reports that: crew are required to accept large loans or advances that are onerous (e.g. take too long, cost too much) to pay back/restricted; crew are forced to stay in employment longer than expected; crew are denied access to a bank account or cash machine card if the account was opened by the employer on the fisher's behalf; crew are forced to pay exorbitant amounts of interest if wage advances are given.

Attention is brought to the “Results from the Delphi survey implemented by the ILO and the European Commission” which outlines a harmonized approach to identifying indicators of trafficking for labor exploitation, and the “ILO indicators of Forced Labour.” These should be used as guidance on this topic.

CRITICAL: there are definitive indicators at any point during the audit that the crew are working under any of the conditions in this clause.

4.2 Personal documents of the crew are only retained according to legal procedures, and they have access to these documents

There are implemented procedures for the handling and storage of the documentation of the crew; this outlines where documents are stored, who has access to the documents and when, and how the crew access them. This must be communicated to the crew before departure. Options for employees include, but are not limited to, providing personal lockers, or designating an individual on board (i.e. fishing masters or radio operators) to hold the documents to keep them safe and to facilitate port clearance. There must be confirmation that the documents are returned to crew at the end of the trip or upon demand. Examples of ‘documents’ that are included within this, but are not limited to, are; passports, contracts, birth certificate, official identification card, work permit, driving license, family record book, seafarers’ book/passport.

4.3 Freedom of movement is not unreasonably restricted during work or non-work hours

There are procedures and policies that are in place and implemented which cover the movement of crew on board. These include details of what happens to the crew when the vessel arrives in port, what the management process of the disembarkment is, restrictions and the rationales. The clause is intended to ensure that employees' freedom to move during working hours (e.g. take bathroom breaks, water breaks) is not restricted.

When in port, crew should not have their movements restricted beyond those of the restrictions of the job they are contracted to do, by the port authority or by law e.g. owing to visa restrictions. It should

not be mandatory that the crew have to reside in employer-provided or -arranged facilities (unless required by law). Auditor will seek to confirm that no limitations are placed on a fisher's ability to leave the vessel at any time. Fishers should be encouraged to provide advanced notice of their departure to avoid unexpected time in port awaiting replacement crew. If a crew member seeks to leave a vessel mid-voyage, the vessel should take reasonable, practical and safe to coordinate with supply ships, transshipment vessels and other vessels in the fishing area.

4.4 Records of employment, contracts and legal right to work status are maintained

Procedures are implemented to ensure that maintenance of the crew's records and that the information that is stored is accurate and complete. The vessel owner or company are accountable for every crew member that goes to sea, while the information that is stored on shore is for safety and responsibility purposes. This information can be used by the company to understand the crew portfolio (i.e. nationalities, ages etc.) and ensure that there are the right provisions at sea for all crew members.

4.5 Everyone has legal right to work

This relates to clause 2.1 and is intended to ensure that fishers have the right to work and have a legal work permit. The requirements will differ for each country / authority.

The following are notes on some of the country specifics:

- In Thailand, records of employment, contracts and legality of employment are maintained by the vessel owner or Captain and are made available to the fishers for examination, and a copy provided, upon request. These are available on most if not all vessels in Thailand over 30GT because of PIPO inspection requirements.

CRITICAL: it is substantiated that a worker(s) is not legal to work.

4.6 For vessels in the high seas:

4.6.1. Workers have the freedom to terminate their employment exercised at the next regularly scheduled port visit with a minimum notice to the Captain of 10 days before the nominated port visit.

4.6.2. A fee may be charged on a pro-rata scale for actual expenses incurred to repatriate an employee that terminates employment prior to the end of the contract as described in the written contract.

There should be procedures and policies that are implemented which outline the process which is followed when there is a request from a crew member to terminate their contract, and any fees which are incurred should be outlined.

The number of days required for the notice period should be included in the contract and explained to the crew before departure; the number of days required may vary depending on the contract but should be no more than 30 days (if no legal requirement applies). The expectation is that the crew member whose contract is terminated is paid what they are owed for the work that they have completed. It is noted that consideration will be required about how this works during trips to the high seas when they may not return to a port for a period of months.

4.7 The vessel / vessel company covers the cost of repatriation of the crew in event of contract or trip end or contract termination

There should be procedures and policies that are implemented which outline the process for the repatriation (see definition and clause 2.10 for explanation) of the crew in event of their contract or trip ending, or the termination of their contract by the company. These should be communicated to the crew before departure; including all aspects of the fees and who will have to pay them.

5. All workers are of an appropriate age

Crew are of legal age for working on board a fishing vessel and the tasks assigned to them are appropriate for their age and level of experience. There are processes in place to verify the age of new recruits to ensure that child labor is not used.

5.1 The age of every crew member is verified before a contract is signed

A system for verifying the age of all new crew is in place. Documents that should be included in the audit process could be, but are not limited to: passport, birth certificate, residency document, work permit.

No child labor should be present on board the vessel.

If the circumstance occurs where a member of the crew is verified to be below the legal age to work, then a remediation plan must be put in place immediately.

CRITICAL: there is insignificant information to verify the age of a fisher(s) and that they are of a legal age to work.

5.2 For crew between the minimum age and 18, a risk assessment will be conducted of the tasks that the individual will complete and any relevant hazards

To the extent that any supplier utilizes workers younger than 18, there should be policies and procedures that are in place and implemented to cover the employment of a young person i.e. between the age determined to be that of a child and 18 years old. Crew that are a young person should be on restricted duties compared to those aged 18 and over. The young person(s) will complete tasks that have been evaluated in a risk assessment to match their skill set, experience and physical well-being, and during their work activities they would receive adequate specific instruction and/or vocational training.

CRITICAL: evidence of crew who are under 18 are working without a rigorous assessment of what duties are appropriate and evidence only appropriate duties were involved.

5.3 The minimum age is to be set by the applicable legal authority i.e. the coastal or flag State

The company should be informed by counsel or a qualified governmental authority regarding the minimum age of the relevant legal authority. The minimum age differs between legal authorities. For example, in the U.S. children are permitted to work at 11 years of age, and the issue is particularly prevalent for children working on their parent's vessel, whereas ILO C188 Work in Fishing Convention, 2007 (No.188) establishes 16 as the minimum age for working on a fishing vessel. Different authorities, standards and conventions may state differences in the rules on children working such as, the type of work that children can do, their life situation, amongst other things.

5.4 Documentation for crew under 18 must be maintained and produced upon request

Procedures which maintain documentation for the crew that are between the minimum age and 18 should be in place and implemented. This includes documentation (e.g. proof of age, permit) for apprentices, trainees, employees and anyone under 18. Documentation for the crew is produced.

CRITICAL: it is not possible for relevant documentation to be produced.

6. All workers are paid fair wages

Crew are provided with a compensation package that is documented and communicated to them. This includes details such as wages, overtime pay, benefits and if applicable, paid leave. Any which are established by collective bargaining agreements shall be implemented and followed.

6.1 Legal payroll records that include bonuses and deductions are maintained

Payments to the crew should be maintained and details of production bonuses and deductions should also be included. Deductions could be as per disciplinary procedure (outlined in principle 10), for additional costs (e.g. agreed costs for satellite telephone use) but not for essentials such as food, water or accommodation. The details should be included in the contract and communicated to the crew before the contract is signed. Details of these deductions should be reflected in the pay slips to the crew.

6.2 Pay slips (or receipts) are issued to crew which clearly detail all aspects of the transactions, such as, regular and overtime hours worked, regular and overtime earnings, and any legal or agreed deductions

The pay slips (or receipts) should not be manipulated or altered in any way and reflect a full and accurate accounting of all payment(s) to the crew, including all of the details listed. There should be a system in place to provide pay slips should to each worker (preferably in a language they understand) which includes the ability for the crew to challenge the receipt of payment and amendments be made if required.

6.3 Crew are paid monthly or other regular payments (not less than once per quarter)

Crew should be paid on a weekly or monthly basis, but not less than once every three months. It is noted that there could possibly be situations where it could be longer than three months, for example where a crew member is being sent home and the salary has to cover this cost. All terms of payment should be in the contract, which is reviewed and explained with the crew before they sign the contract.

6.4 Deductions shall not be made unless for disciplinary or other contractual reasons (e.g. advances), and are made in writing to the crew member

Policies and procedures which state that no deductions should be made unless for disciplinary or other contractual clauses should be in place and implemented. Any of these deductions should be communicated to the crew in writing. Deductions may include any advances, subject to interest rates reflected in the applicable contract. This relates to clause 4.1 which aims to safeguard employees from entering into situations whereby they are enslaved or 'trapped.'

The calculation of interest rates for loans and advances, and wage deductions made for their repayment are made with complete transparency to the worker.

6.5 Wages are paid directly to the crew or, at no extra cost, they are transmitted in all or part to any designate(s) of the crew

There should be a system in place for paying the crew their wages or to make the payment (or part of it) to a designate of the crew. In the policies which are in place and implemented it should state that this does not incur any extra cost. It should be noted that without pay slips (or receipts of payment) as records it will be difficult to demonstrate the payments received.

6.6 The wages that are agreed in the crew contract are those which are paid

The crew should be paid the wages that are agreed in the contract, as per the processes outlined in principle 2. It should be noted that without pay slips and other means of substantiation (e.g. bank statements, payroll, interviews) as records it will be difficult to demonstrate the payments received.

CRITICAL: it is substantiated that the crew are not being paid the amount agreed in the contract.

7. Working hours for all workers are reasonable

Crew work and rest on board the vessel in a structure that is fair to the crew and allows the vessel to operate safely. The number of hours complies with the law and as agreed in crew contracts.

7.1 A list of the crew and accurate time records for each member is maintained

There should be a system in place which records the crew members and their work hours. The system should demonstrate that the records are accurate and maintained. There should be no fraudulent or intentional alteration of time records to misrepresent actual working hours, and any time record corrections shall require employee written confirmation and approval. In addition to accuracy for crew wages, this point is also important because the crew need to be accounted for and there should be a record of them going to sea. From this information it should be possible to analyze the working hours of the crew. It could be advisable for consistency purposes for the vessel company to develop a model time sheet or time record system and disseminate it to all of the vessels (examples are available online).

7.2 All vessels of 24 meters in length and over must establish a 'minimum level of manning' for the safe navigation of the vessel, specifying the number and the qualifications of the fishers required.

NOTE: this clause has not changed in its meaning or intention, a correction has been made to remove additional text which was not required.

This clause is for vessels over 24 meters in length. A 'Minimum Safe Manning' Certificate is available and issued by the flag State (where the flag State does issue one). The certificates should be available during the audit.

The aim is to adhere to ILO C188, however how to comply is still to be determined and it has not yet been ratified by some States.

7.3 For vessels remaining at sea for more than three days, minimum hours of rest must not be less than 10 hours in any 24-hour period; and 77 hours in any seven-day period

There should be policies and procedures that are in place and implemented which ensure that the above periods of rest are provided to the crew. For the entire trip, it should be an average of 77 hours per week over the entire duration of the fishing trip. From time to time, it is recognized that demands on the vessel may require variations from a schedule that provides for regular periods of rest. Under those

circumstances, such variations shall be reasonable and compensatory periods of rest shall be made available to fishers as soon as practicable.

Adhering to this clause should not impair the right of the Captain of a vessel to require a fisher to perform any hours of work necessary for the immediate safety of the vessel, the persons on board or the catch, or for the purpose of giving assistance to other boats or ships or persons in distress at sea.

The goal is to adhere to ILO C188, however how to comply is still to be determined and it has not yet been ratified by some States. Article 14 should be referred to more information.

7.4 The minimum period of 10 hours of rest per day may be reduced to no less than six consecutive hours during active fish catching and fish processing, however the fisher shall receive compensatory periods of rest as soon as practicable

There should be policies and procedures that are implemented which ensure that the above periods of rest are provided to the crew. From time to time, it is recognized that demands on the vessel may require variations from a schedule that provides for regular periods of rest. Under those circumstances, such variations shall be reasonable and compensatory periods of rest shall be made available to fishers as soon as practicable.

Adhering to this clause should not impair the right of the Captain of a vessel to require a fisher to perform any hours of work necessary for the immediate safety of the vessel, the persons on board or the catch, or for the purpose of giving assistance to other boats or ships or persons in distress at sea.

Additional explanation for the relationship between 7.3 and 7.4: Due to the fact that the requirement in 7.3 is for 10 hours rest per day yet 7.4 states that in exceptional situations due to the fishing activity that the number of rest hours can be lowered to six consecutive hours of rest, providing compensatory hours are given as soon as possible, then where the auditor considers that 7.4 has been met, then 7.3 should also be considered as met – providing that this is the unusual circumstance and not the regular practice.

8. All workers are free to exercise their right to form and/or join trade unions and to bargain collectively where permitted by law

Crew shall have the right to join or establish associations of their own choice and bargain collectively without prejudice to the Captain's command and overall responsibility for the safety of the crew and the safe operation of the vessel.

8.1 Crew have the right to freedom of association and are able to join any unions and organize themselves

There should be policies and procedures that are in place and implemented which permit the crew the right to form and belong to associations. As per principle 3, there should be no discrimination about who can form associations or belong to them. In countries where this is illegal, alternatives such as worker representatives and worker welfare committees should be facilitated. For example, in Thailand it is illegal for migrant workers to form a union however they are permitted to join unions.

In the fishing industry, across the world, it is not common practice for fishers to be part of or to form unions. There are organizations and initiatives seeking to further understand the issues with doing this and to support fishers in the interim. The intention of this clause is that the fishers should be free to seek

advice from external sources, bargain collectively, come together to discuss work related topics, and do so freely and without reprimand. There are further considerations which add complexity to the situation (relates to 8.2 also), whereby in the fishing industry, many workers rights do not apply to those considered to be self-employed, of which many fishers are considered. Therefore, even when there is a collective bargaining agreement in place on-board a vessel, this is not in place with the workers, rather it is in place with the employer, and the workers may not have been consulted as part of the Collective Bargaining Agreement (CBA). In these types of instance, there could be an option to have a policy in place whereby at least one crew member is elected by the crew to represent them to the applicant.

8.2 Crew have the right to operate the power of collective bargaining

There should be policies and procedures that are in place and implemented which permit the crew the right to collective bargaining and they should outline the process for this to take place (also refer to 8.1 for more information). In countries where this is illegal, alternatives such as worker representatives and worker welfare committees are supported.

8.3 Any collective bargaining agreement or labor contract covering the crew member shall be made available by the Captain or vessel owner to the crew upon request

It should be included in the procedures for collective bargaining that any agreements and arrangements are made available to the crew upon request. This should be communicated to the crew before departure.

9. Workers' health and safety are protected at work

The working conditions on board the vessel are safe and sanitary and ensure that the basic needs of the crew are met. The health and safety of the crew is a priority and provisions are in place for medical emergencies.

9.1 The vessel is sea worthy, inspected regularly and health and safety issues are assessed

There should be procedures and policies that are in place and implemented to ensure that the health and safety of the crew is addressed. This includes that there is an assessment completed to consider all potential risks on board and that the right precautions are taken to try to prevent accidents and injury. This process should include regular inspections, checks and maintenance of all machinery on board.

The vessel should be properly maintained with equipment working as it should and replaced when broken/not working. There should be a basic standard of cleanliness and crew health not put in danger by the state of conditions onboard. It is expected that facilities onboard are in a good state-

An important aspect of this clause is to ensure that there is a process to establish that the vessel is sea worthy. It is expected that where legislation or codes are to be complied with that cover the integrity of the vessel structure and function, then records should be provided of these inspections. Where these are not in place or required, then it might be that an assessment is conducted by the vessel owner/company.

For vessels that are at sea for more than three days, over 24 meters in length, or exceed 200 nm. from shore, then they should have a validated document stating that the competent authority has inspected the living conditions in accordance with ILO C188 and that the crew are provided with accommodation and galley spaces which are hygienic.

CRITICAL: it is substantiated that the vessel is not sea worthy.

9.2 Health and safety policies and training are in place to cover risks to the crew, and they are based on a comprehensive risk assessment for the vessel

There should be policies and procedures that are in place and implemented which cover potential health and safety risks to the crew. This is in place to reduce the risk of accidents occurring and to improve the health and safety performance of the vessel(s). These should be based on a detailed risk assessment and it should be reviewed and updated regularly. It should include provisions about what happens if the necessary safety equipment is not available to satisfy the applicable regulations, and the fact that the crew should not be permitted or requested to perform the task(s). The crew are sufficiently and reasonably familiarized with equipment and its methods of operation, including relevant safety measures, prior to using the equipment or participating in the operations concerned. Fishers should be advised of the dangerous nature and possible hazards of any work to be carried out and instructed of any necessary precautions to be taken as well as of the use of personal protective equipment. This should all be in the policies and procedures, which are communicated to crew.

It is recommended that the vessel / vessel company should nominate a health and safety officer on board to ensure that the policies and procedures are implemented in accordance with the risk assessment. The risk assessment should include controls and results of analysis of any prior accidents or near misses that resulted or could have resulted in serious injury or a fatality. The nominated person can advise the crew on precautions and safe operation of equipment. This person can investigate, document and report on any safety violations, concerns or complaints. Safety reports should be made to the company and/or ITF/FRN or Stella Maris as soon as reasonably possible.

9.3 For working on a vessel over 24 meters, the crew members must have a full medical certificate

This clause is intended to minimize the risk at sea by making sure the crew are medically fit to work on board the vessels that they are going out on; ILO C188 as guidance “No fishers shall work on board a fishing vessel without a valid medical certificate attesting to fitness to perform their duties”. It would be expected that all vessels are at a minimum are complying with the flag State rules. The full medical certificates for crew on the vessels over 24 meters should be in line with the provisions in ILO C188 Article 12.

9.4 Working medical and lifesaving equipment are on board the vessel and are suitable for the number of crew members and the length of the voyage

There must be policies and procedures that are in place and implemented which ensure that the medical and lifesaving equipment on board is based on a detailed assessment, taking into account, at a minimum, the number of crew and the length of the trip. Crew should be have received training to ensure that they are sufficiently familiarized with the equipment and its methods of operation, including relevant safety measures, prior to using the equipment or participating in the operations concerned.

There must be personal floatation devices for every crew member.

There must be established on-board procedures for the prevention of occupational accidents, injuries and diseases, taking into account the specific hazards and risks on the vessel/s concerned (in compliance with ILO Convention 188, Articles 29 and 30). The definition of ‘suitable’ also covers the fact that the equipment should be in good working order, confirmed by records of inspections.

CRITICAL: there is not enough personal flotation devices for the number of crew.

9.5 At least one person on board is qualified or trained in first aid and to use the medical equipment on board

There should be a policy stipulating that one person (at least) on board should be trained to use the medical equipment that is on board the vessel and how to administer the first aid provisions that are available to them. There should be a procedure in place for this person to follow and details of what to do if it is this person who is injured. Ideally the nominated ‘medical’ person would also be in charge of checking that there are the identified and required provisions on board, based on a risk assessment. The equipment that is required on board will vary depending on the number of crew, length of trip, the anticipated hazards, etc., which is why the provision should be assessed. These would be provided by the vessel owner/company.

9.6 Records of sickness and injuries are maintained

There should be procedures that are in place and implemented to maintain records of sickness and injuries of the crew. The information which is stored should be accurate and completed by the crew member nominated to deal with medical situations. Records should be kept in the form of an accident book or similar. It is recommended that all injuries and near misses no matter how minor are recorded so that preventative action can be taken to protect crew in future.

9.7 In an event of serious injury, crew have the right to go ashore

There should be policies and procedures that are in place and implemented which outline what happens in the case of a medical emergency; this should include the fact that the crew have a right to be moved to land (depending on the incident) and the safety of the vessel. This is a challenge that increases with

the distance from shore and sea conditions. What happens to the crew once they are on land should also be outlined in the procedures; it would be expected that they are provided with the treatment and transportation that they need, at the expense of the vessel owner/company. This should be communicated to the crew before they depart from the port.

9.8 Crew are provided with personal protective equipment (PPE) and working clothes (in accordance with the H&S risk assessment) at no cost to the worker, and are replaced if broken due to normal wear and tear

The PPE, working clothes and equipment should be provided to the crew in accordance with the relevant international regulations and applicable national regulations. Fishers should be advised of the dangerous nature and possible hazards of any work to be carried out and instructed of any necessary precautions to be taken, as well as of the use of protective equipment. If the necessary safety equipment is not able to be operated in compliance with safety regulations, crew should not be permitted to perform the work. Fishers are sufficiently and reasonably familiarized with equipment and its methods of operation, including relevant safety measures, prior to using the equipment or participating in the operations concerned. This should all be reflected in the policies and procedures, which are communicated to crew.

The provision of PPE on its own is not considered to be enough to meet this clause and auditors will look for indications that the PPE is actually used by the crew. It should be noted that all crew are expected to wear shoes while working on a fishing vessel.

CRITICAL: crew are not provided with PPE in situations where there is a hazard identified (through a risk assessment) to health and safety of the crew member or other members of the crew.

9.9 Crew members have access to basic necessities, such as potable water and toilets during work and non-work hours

The crew should always have access to potable water, toilets and other basic necessities. This point should be evident in the policies and procedure documents. Potable water should be provided at no cost to the fisher (unless in accordance with the listed stipulations) and be in sufficient quantity with regard to the number of crew and the length of the voyage, with minimum standards being set by the authority.

9.10 The amount of water (and food for extended trips) is assessed against the crew numbers for every voyage

Vessel owners should ensure that there is enough potable water (and food) for the crew for the entire trip. ILO C188 Article 27 should be referred to in that the food and water should be of sufficient quality and also quantity for the number of crew and length of voyage with minimum standards being set by the authority. The food provided will be suitable in respect of nutritional value, quality, quantity and variety, also respecting the crew's religious requirements and cultural practices (in relation to food).

CRITICAL: it is substantiated that not enough food or potable water is provided to the crew on fishing trips.

9.11 Access to hazardous areas that pose a safety risk are restricted for unexperienced or unskilled crew members

There should be policies and procedures that are in place and implemented to ensure that the hazardous areas on board which have been identified (through a risk assessment) of posing a safety risk are restricted to those who have the relevant experience and authorization to be there.

9.12 The life rafts (or boats) have enough space for every crew member, are easily mobilized and everyone is trained to use them in an emergency event

There should be policies and procedures that are in place and implemented about the crew's training to ensure that they are sufficiently and reasonably familiarized with the life boat (or raft) equipment and its method of operation, including relevant safety measures, prior to using the equipment or participating in the operations concerned. The vessel company or owner is responsible for ensuring that there are enough spaces provided for every member of the crew on each fishing trip.

For countries and flag states where it is not law and there are no legislative provisions requiring lifeboats be provided on board then the provision of life jackets (VCoC clause 9.4) and abandon ship procedures become a high priority for the VCoC. Suppliers and boats owners should be advised that where this is not required by law, it is considered best practice to have a lifeboat on board the vessel, and on vessels fishing in the high seas then it is a critical point for the VCoC.

9.13 Vessels have a private sanitary area, and facilities are provided on vessels larger than 24 meters in length

All vessels should have a private sanitary area which under the ILO C188 would include toilet, washbasin and tub/shower as appropriate for the vessel's trips. At a minimum the following provisions should be included:

- A sufficient supply of fresh water for hygiene purposes.
- Ventilation to the open air from the sanitary facilities.
- Facilities should be easily and effectively cleaned.

In addition to the above, facilities on board vessels over 24 meters in length or those going to sea for periods longer than a 'day trip' should be more extensive than those that go out on 'day trips' and at a minimum:

- For all crew in shared quarters there is at least one tub or shower or both, one toilet, and one washbasin for every four persons or fewer unless otherwise stipulated by the competent authority. These facilities should be safe to access and use.
- Accommodation should be of sufficient size for the number of crew and length of voyages.
- Accommodation should have ventilation and lighting.
- The number of persons sleeping in a room should not be more than four.

There should be policies and procedures that are implemented about the facilities and sanitary conditions on board the vessels for the crew to ensure that they are kept hygienic and sanitary.

For more information refer to ILO C188 Annex III: Fishing vessel accommodation.

Provisions on the above may be permitted by the competent authority.

10. Workers have access to fair procedures

The vessels have fair and transparent procedures to ensure that the ending of contracts, grievances and disciplinary actions are conducted fairly and confidentially. Any incidences are dealt with without unfair repercussions for the crew member and are monitored as they progress to an unbiased resolution.

10.1 There is a system to effectively monitor and report concerns and grievances that allows crew / workers to raise issues without being put at risk of negative repercussions

There should be procedures that enable workers to report any concerns and grievances. The policy should state that no one will be penalized for reporting concerns and grievances. The grievance mechanism channels should be widely communicated (ensuring understanding by crew) and guarantee the confidentiality of any complainant (if so desired) and prohibit retaliation.

The following are known barriers that can prevent access to a system: lack of awareness of the mechanism, language, literacy, costs, physical location and fear of reprisal. These factors should be considered in the implementation of 'fair' procedures. Based on this, the procedures should address how illiterate crew and crews of multiple languages are provided for.

The following is an example of what this system could look like and the potential stages in the procedure:

1. The complaint is received by the person in charge of the department (translated if necessary) and it is documented. It should be submitted in writing and explain the situation. If the reporting crew member is illiterate, steps should be taken to develop a written record of the concern.
2. The person in charge shall investigate the complaint or grievance. If this is not possible for this person to resolve it then it should be escalated to the captain.
3. If a solution is achieved, then the outcome should be recorded and communicated to all of the parties involved. If no solution is possible then the fisher can appeal to the management of the company or the employment agency; the captain is responsible to facilitate this. If a solution still cannot be achieved, then the matter should be referred to the flag State.

10.2 The procedures for the ending of contracts, grievances and disciplinary actions are widely communicated to the crew prior to departure and any questions are addressed

The procedures should be communicated to the crew before departure, such as in the initial conversation before the contract is signed and including an outline of it in the contract. There should be steps taken to ensure that these are also understood.

"Ending of the contract" includes termination, resignation and any other reasons for the contract of the crew being brought to an end before the term stated in the contract.

10.3 The procedures include, but are not limited to, a description of: confidentiality, channels of reporting, a mechanism to report to someone other than their direct supervisor, how to follow-up on a reported grievance, how crew can monitor the status of their complaint, prohibiting retaliation, and an appeal system for unfavorably resolved complaints and disciplinary actions

The grievance and disciplinary procedures should be comprehensive and include, but are not limited to, the disciplinary actions (including the prohibition of violence and intimidation etc.), contract

termination procedure, repatriation procedure, grievance mechanism. These procedures should be transparent, fair and confidential.

10.4 Grievance matters are investigated and result in swift unbiased and fair resolution

Crew should be provided with transparent, fair and confidential procedures that result in a swift, unbiased and fair resolution of difficulties that may arise as part of their working relationship. Grievance matters should be investigated and there should be a process for resolution of the grievance. In order for the process to be trusted and used, it should provide public information about the procedure that is in place. Time frames for each stage should be respected wherever possible, while allowing that flexibility may sometimes be needed. The process should allow a crew member to appeal a decision / result via a legitimate, independent third-party mechanism.

10.5 Auditors or inspectors are able to interview employees in a safe environment

It should be possible for the auditor to interview employees in a safe environment. Best practice for auditors or inspectors to interview employees would be for the staff to be guaranteed anonymity and for the interview to be conducted in a way to ensure confidentiality. If any auditor is prevented from interviewing crew under these terms, then it should be noted.

CRITICAL: the auditor is deliberately prevented from talking to the crew in an environment that they deem appropriate.

11. Business is conducted in a manner that embraces sustainability and reduces environmental impact

We would encourage all fishing vessels to operate responsibly and in a manner that respects the ecosystem and reduces the impact on the marine environment. They should aim to operate best practice standards and comply with applicable conventions and laws. While of vital importance, environmental criteria will not be audited as part of this process – refer to guidance document for more information.

The focus of the VIP and the VCoC in 2018 is on labor and ethical performance in the fishing sector. It is due to this reason that there are no auditable clauses in this section. We did want to include the statement in the VCoC because this is part of the Thai Union fundamental principles of ethical working. Our environmental commitments are published in our global [SeaChange®](#) sustainability strategy.

12. Progress and compliance are monitored

Compliance with the VCoC is reinforced through monitoring and checks against its clauses. A VIP is initiated if any major or critical non-compliances are identified.

Note: For this section, a period of time will be given (dependent on the results of the audit) for suppliers to develop and put in place the required systems and processes to deliver improvements to meet the clauses within the VCoC.

12.1 Work activities should be monitored against this VCoC

Every supplier must have a copy of the VCoC which in it has the requirement to implement actions to continuously improve the conditions on board the vessels to meet the VCoC clauses. It is considered that this will only be possible if a benchmarking exercise or audit against the VCoC is completed that would result in corrective actions being put in place to close out any identified areas that warrant improvement. Investment of time and / or financial may be required to close out corrective actions. To ensure that these are effective and that activities are completed to the required expectation, monitoring should be completed.

12.2 Reviews of the systems and policies should be completed regularly

There should be procedures in place to review the company and operations against the VCoC, and it should be possible to demonstrate the results of the reviews and any actions that have been taken as a result of the reviews.

12.3 No crew or employee shall be disciplined or dismissed for providing information or assisting in the application of this VCoC

There should be a policy stating that no one will be penalized for assisting in the application of the VCoC or the VIP. Additionally, there should be procedures that enable employees to report any areas that warrant improvement.

12.4 A VIP is to be initiated if 'Areas For Continuous Improvement' (AFIs) are identified during an audit against this VCoC

If areas for improvement are identified, then the vessel(s) will work to implement actions through the establishment of a VIP; this will be based on the corrective actions agreed with the auditors. A VIP should include the details outlined in 12.5 and will result in the identified gaps being closed out and the clause being met.

12.5 A VIP will include documentation of the actions identified, milestones and time scales

The VIP should include documentation about the actions identified, milestones and time scales. The findings of the audit results and the corrective action report with all details should be used and referred to in the creation of the VIP.

ANNEX A: Self-Assessment Checklist

A supplier can complete a benchmarking exercise against the VCoC using this self-assessment checklist. There are advantages to doing this: firstly, it will be preparation for a third-party audit and a start to addressing any actions that can be taken to improve; secondly, it will be possible to demonstrate the level of performance against the VCoC. This checklist is available as a template in Excel spreadsheet format. It is advised that the checklist is used in combination with the VCoC guidance document and other documents provided on the Thai Union webpage: <http://www.thaiunion.com/en/sustainability/code-of-conduct>. Any self-assessment results can be submitted to the Thai Union confidential email address: VesselCode@thaiunion.com

Suppliers should be made aware that performance against the VCoC may affect sourcing decisions made by Thai Union. If results demonstrate that there are critical non-compliances which are deemed to be unacceptable to our standards, then Thai Union may have to discontinue business operations. The following are examples where we would have to consider such steps:

- If vessels are involved in IUU fishing and do not have valid licenses.
- If crew are not legal to work and do not have a signed contract that they have entered into freely.
- If forced, compulsory, bonded, indentured labor, prison labor or trafficked labor is used.
- If there is definitive indications of child labor.
- If the lives of the crew are put at risk due to lack of health and safety assessment, training, procedures or equipment.

The self-assessment checklist is not designed to replace a third-party audit rather it serves to provide a simplified benchmarking exercise to help identify any prominent areas that require improvement. The list is not exhaustive nor is it meant to prescribe the third-party audit checklist; these will be developed by the consultants.

1. Are internal reviews completed to check compliance with the VCoC?
2. If non-compliances against the VCoC are identified during an internal review or audit, then has the company/vessel developed a VIP to close out the non-compliances?
3. Does the VIP include documentation of the actions identified, milestones and time scales?
4. Are there policies and procedures in place in accordance with the VCoC that cover corruption and bribery, transparency, recruitment, ending of contracts, disciplinary actions, grievances, discrimination, forced labor, migrant workers, health and safety, and medical emergencies?
5. Does the vessel(s):
 - a. Have the required valid licences?
 - b. Comply with the relevant laws and regulations?
 - c. Appear on any of the Regional Fisheries Management Organization's 'Illegal, Unreported and Unregulated' vessel lists?
 - d. Keep accurate documentation for catch, unloading and/or transshipment where allowed?
 - e. Complete the logbook with all of the required information e.g. species, date/time, weight, area and fishing gear?
 - f. Ban transshipment, or is the activity recorded and reported? For long line vessels is there an observer (electronic or human) on board?
 - g. If vessels are over 100GT, do they have an 'IMO number'?
6. Are exercises completed that ensure full traceability of products at all times back to the point of capture?
7. Do the crew have contracts/work agreements that they understand, and which includes details of all of the terms and conditions of employment (see clauses 2.2 and 2.3)?

8. Are the terms of the contracts/work agreements and the company/vessel procedures explained by the company/vessel owners before departure and in a way that the crew understands?
9. Does the recruitment process allow the crew to review the contract before they sign it and enter into the contract of their own free will?
10. Are crew permitted the right to freedom of association and bargain collectively?
11. Is there a process of verifying documents to make sure that crew are of a legal age and are entitled to work legally?
12. Are accurate records kept and maintained for employment, contracts, resignations, contract terminations, payroll, fees that the crew pay and repayments to the crew for fees incurred?
13. Are the crew given pay slips or pay receipts that detail all information such as hours worked, earnings and deductions?
14. Are crew paid monthly or at other regular intervals into their own bank account, or alternatively to a designate of the crew?
15. What is the process for the handling of the crew's personal documents e.g. passports? Are the crew permitted access to their documents if they are retained by the vessel/company?
16. On the vessel, are records maintained for the hours that the crew members work, injuries, sickness and rest?
 - a. For vessels remaining at sea for more than three days, do the records demonstrate that each crew member has minimum rest hours not less than 10 hours in any 24-hour period; and an average of 77 hours in any seven-day period over the duration of the trip?
 - b. Are the crew given compensatory periods of rest as soon as practically possible after periods where variations from the rest schedule happen?
 - c. For vessels over 24 meters, do the crew have a full medical certificate?
17. On board the vessel, the crew are at all times:
 - a. Provided with potable water?
 - b. Provided with access to toilets?
 - c. Provided with PPE relevant for the tasks that they are performing?
 - d. Provided access to medical treatment?
 - e. Provided access to lifesaving equipment and a space on a life boat?
 - f. Allowed to move freely around the vessel in accordance with the health and safety requirements?
 - g. For vessels over 24 meters, provided with a sanitary area?
18. Is there a member of the crew nominated and trained to look after medical, and health and safety aspects?
19. Do the crew receive training and understand the health and safety procedures?
20. Do vessels over 24 meters have a Minimum Safe Manning Certificate?
21. Has a risk assessment been completed to ensure that all health and safety aspects have been considered and actions taken to prevent accidents occurring?
22. Has the vessel been checked or inspected to make sure that it is sea worthy?
23. For audits and inspections, is access to the documentation and staff for interviews provided?

ANNEX B: Supplementary Information

This annex provides a list of potentially useful resources and references that are relevant to the VCoC. The references have been divided into different categories and provide supplementary information and context for the implementation of better working conditions for fishers. For any supplier, it would be advisable to familiarize yourself with some of the information. Ensuring that businesses are operating at best practice and are familiar with the rights of employees should be a priority. Increasing understanding about the context and framework for ensuring human rights and decent working conditions can only strengthen a company's ability to deliver.

1. Organizations and contacts for assistance of seafarers

The following section provides information on the independent organizations that seafarers can contact if they need assistance or advice on their contracts, working conditions on board or a variety of other needs.

Apostleship of the Sea: <https://www.apostleshipofthesea.org.uk/what-we-do>



Apostleship of the Sea serves seafarers from across the world regardless of belief, nationality or race and has 216 port chaplains in 318 ports worldwide. It is also known as “Stella Maris”.

The International Transport Workers Federation: <http://www.itfglobal.org/en/about-itf/contact-us/>



ITF is an international federation of transport workers' trade unions. It provides representation, information and practical solidarity.

If you are on board or in port and have an urgent problem, contact ITF at +442079409280 or via email through links provided on the webpage

International Christian Maritime Association: <http://icma.as>



ICMA promotes unity, peace and tolerance. ICMA works with all seafarers regardless of nationality, religion, culture, gender or ethnic origin. ICMA cooperates with institutions to advance maritime welfare.

The International Seafarers' Welfare and Assistance Network: <http://seafarerswelfare.org/about-iswan>



The International Seafarers' Welfare and Assistance Network promotes the welfare of seafarers worldwide and directly serves seafarers by providing a 24-hour helpline: SeafarerHelp (below).

Seafarer Help: <https://seafarerhelp.org/en/about/about>



SeafarerHelp provides a free, confidential, multilingual helpline for seafarers and their families, 24 hours a day, 365 days per year.

Tel: +44 20 7323 2737

Email: help@seafarerhelp.org

Labor Rights Promotion Network Foundation: <https://lpnthailand.org/lpn-foundation-profile/>



LPN is a labor organization dedicated to protecting and improving the lives of migrant workers in Thailand.

2. The United Nations

The following references are from various organizations within the United Nations.

Two of the most relevant for the VCoC are:

- The “Work in Fishing Convention, 2007 (C188)”:
https://www.ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:12100:0::NO::P12100_ILO_CODE:C188
- The Maritime Labour Convention, (2006): <https://www.ilo.org/global/standards/maritime-labour-convention/lang--en/index.htm>

Food and Agricultural Organization (FAO) Voluntary Guidelines for Flag State Performance:
<http://www.fao.org/fishery/topic/16159/en>

ILO’s governing board identified the following eight conventions as fundamental for principles and rights at work:

1. ILO Freedom of association and protection of the right to organise convention, 1948 (C087)
2. ILO Right to organise and collective bargaining convention, 1949 (C098)
3. ILO Forced Labour Convention, 1930 (C029)
4. ILO Abolition of Forced Labour Convention, 1957 (C105)
5. ILO Minimum Age Convention, 1973 (C138)
6. ILO Worst Forms of Child Labour Convention, 1999 (C182)
7. ILO Equal Remuneration Convention, 1951 (C100)
8. ILO Discrimination (Employment and Occupation) Convention, 1958 (C111)

<http://www.ilo.org/global/standards/introduction-to-international-labour-standards/conventions-and-recommendations/lang--en/index.htm>

United Nations Convention on the Law of the Sea (UNCLOS) is the legal framework for the management of marine resources and their conservation:

http://www.un.org/depts/los/convention_agreements/convention_overview_convention.htm

United Nations Guiding Principles on Business and Human Rights (UNGPs) (2011) provides guidelines to prevent, address and remedy human rights abuses:

https://www.ohchr.org/Documents/Publications/GuidingPrinciplesBusinessHR_EN.pdf

The Universal Declaration of Human Rights (UDHR) (1948) sets out the rights and freedoms that all people are entitled to: <http://www.un.org/en/universal-declaration-human-rights/>

3. International agreements and conventions

This section provides links to information about safety at sea.

- International Convention for the Safety of Life at Sea (SOLAS):
[http://www.imo.org/en/About/conventions/listofconventions/pages/international-convention-for-the-safety-of-life-at-sea-\(solas\),-1974.aspx](http://www.imo.org/en/About/conventions/listofconventions/pages/international-convention-for-the-safety-of-life-at-sea-(solas),-1974.aspx)

- International Convention on Standards of Training, Certification and Watchkeeping for Seafarers, 1978:
<http://www.imo.org/en/OurWork/humanelement/trainingcertification/pages/stcw-convention.aspx>
- International Maritime Organization revised fishing vessel safety code and voluntary guidelines:
<http://www.imo.org/fr/OurWork/Safety/Regulations/FishingVessels/Pages/Default.aspx>
- Torremolinos International Convention for the Safety of Fishing Vessels, 1977 and the Cape Town Agreement of 2012:
<http://www.imo.org/en/About/Conventions/ListOfConventions/Pages/The-Torremolinos-International-Convention-for-the-Safety-of-Fishing-Vessels.aspx>

4. Reports and tools from Non-Governmental Organizations

Non-governmental organizations have produced a variety of tools to advise and support businesses to implement best practices in their supply chains. The following are a few of those resources available online.

- Human Rights at Sea have published “An Introduction and Commentary to the 2011 UN Guiding Principles on Business and Human Rights and Their Implementation in the Maritime Environment”: <https://www.humanrightsatsea.org/wp-content/uploads/2015/05/HRAS-UNGP-Report-2016-low-res-sp.pdf>
- FishWise provides a collection of resources on the topic of social responsibility in the seafood industry: <https://fishwise.org/resources/social-responsibility/>
- The International Transport Workers’ Federation have published a webpage on ILO Work in Fishing Convention: <https://www.itfglobal.org/en/sector/fisheries/-ilo-work-in-fishing-convention-188>
- The Monterey Bay Aquarium Seafood Watch program, Liberty Asia, and the Sustainable Fisheries Partnership have produced the “Seafood Slavery Risk Tool” to identify risk in particular supply chains: <http://www.seafoodslaveryrisk.org/>
- The Shift website provides a collection of resources on the UN Guiding Principles on Business and Human Rights: <https://www.shiftproject.org/un-guiding-principles/>

5. Publicly available lists, indexes and information

These links provide information on human rights that are based on a methodological assessment process.

- The Global Slavery Index (GSI) measures the degree of modern slavery in different countries and the steps that governments are taking to respond to the problem with the intention of measuring the progress towards ending slavery:
<https://www.globalslaveryindex.org/2018/findings/executive-summary/>
The GSI has published detailed information on the risks for two commodities, one of them being fishing: <https://www.globalslaveryindex.org/2018/findings/importing-risk/fishing/>
- The UK seafood industry authority, Seafish, published a “Tools for Ethical Seafood Sourcing” (TESS) which provides resources to help companies address social responsibility challenges: <http://www.seafish.org/tess/>

- The Trafficking in Persons (TIP) Report is produced by the US State Department and rates the risk of trafficking for different countries and commodity areas including seafood: <https://www.state.gov/j/tip/rls/tiprpt/2018/>
- The US Department of Labor's Bureau of International Labor Affairs has produced a mobile application which provides information documenting child and forced labor worldwide. The application, "Sweat & Toil: Child Labor, Forced Labor, and Human Trafficking Around the World," can be downloaded through the website: <https://www.dol.gov/general/apps/ilab>

6. Independent standards and certifications

There are different standards and codes of conduct which apply to seafood supply chains. These are being applied for or followed by businesses all over the world to demonstrate compliance. The following are a sample of those which might be of interest to those reading about the Thai Union VCoC and are applicable for vessels.

- AENOR UNE 195006 Tuna from responsible fishing, purse seine freezer vessels: <https://www.une.org/encuentra-tu-norma/busca-tu-norma/norma/?c=N0056808>
- Pacifical, Social Accountability Guidelines for Purse Seine Tuna Fishing Vessels: <https://www.pacifical.com/Social-Accountability-Guidelines-For-Purse-Seine-Tuna-Fishing-Vessels.pdf>
- PAS 1550:2017 Exercising due diligence in establishing the legal origin of seafood products and marine ingredients. Importing and processing. Code of practice: <https://shop.bsigroup.com/ProductDetail?pid=000000000030337167>
- GSA, Responsible Fishing Scheme (RFS): <http://www.seafish.org/rfs/>

The following are applicable to land-based seafood operations and have provided some guidance to the formation of expected conditions at sea and the ongoing development of expected social conditions for workers in seafood supply chains:

- Amfori, The Business Social Compliance Initiative (BSCI) Code of Conduct: <https://www.amfori.org/content/bsci-code-conduct>
- Ethical Trade Initiative, ETI Base Code: <https://www.ethicaltrade.org/eti-base-code>
- International Organization for Standardization, ISO 26000:2010 Guidance on social responsibility: <https://www.iso.org/standard/42546.html>
- Social Accountability International, SA8000:2014: <http://www.sa-intl.org/index.cfm?fuseaction=Page.ViewPage&pageId=1711>
- SEDEx, The Sedex Members Ethical Trade Audit (SMETA): <https://www.sedexglobal.com/smeta-audit/what-is-smeta/>

The following are initiatives which are expanding from an environmental focus to include requirements for expected conditions regarding labor:

- The Marine Stewardship Council (MSC) is developing a self-declaration system that will consider forced and child labor: <https://improvements.msc.org/database/labour-requirements>
- The Global Sustainable Seafood Initiative (GSSI) has partnered with the Consumer Goods Forum to develop a benchmarking system for social compliance schemes in the seafood sector: https://www.theconsumergoodsforum.com/news_updates/ssci-and-gssi-collaborate-on-workshop-at-the-seaweb-seafood-summit-in-barcelona/

7. National and regional laws and regulations

The following are some examples of laws which relate to human rights in supply chains:

- California Transparency in Supply Chains Act: <https://oag.ca.gov/SB657>
- California Transparency in Supply Chains Act, a resource guide: <https://oag.ca.gov/sites/all/files/agweb/pdfs/sb657/resource-guide.pdf>
- CBP and the Trade Facilitation and Trade Enforcement Act of 2015 (TFTEA): <https://www.cbp.gov/trade/trade-enforcement/tftea>
- UK Modern Slavery Act 2015 (Transparency in Supply Chains) Regulations 2015: <https://www.legislation.gov.uk/ukdsi/2015/9780111138847>

ANNEX C: Medical Provisions: Thailand

This annex provides examples of the recommended first aid contents that should be available on board Thai fishing vessels. In addition to the provision of the first aid kit, one member of the crew should be trained to administer and facilitate access to the first aid kit. This nominated crew member should also be responsible for recording all sickness and injuries in a logbook; if not this person then at least one person on board the vessel. The logbook and kit should be reviewed and replenished each time the vessel returns to port.

For the Thai fishing fleet, before each crew member goes to sea, they should have a medical health check confirming that they are fit to perform their duties. The ILO C188 Work in Fishing Convention (2007) Articles 10-12 cover the requirements that should be applied to this process.

Example of a Thai fishing vessel: for approximately 30 crew going to sea for approximately two weeks.

Item ³	Description
Saline Irrigation 1000ml	Sterile liquid used for irrigation of various injuries and medical equipment.
Cotton Sterile Stick Swab Size M 100 pcs	Variety of uses e.g. taking samples, cleaning wounds.
Iodine Solution 12x30ml	Variety of uses.
Eye Lotion 120ml	Relieve irritation, itching, congestion and redness.
Conform bandage 4"x5yds 1 roll	Bandage providing compression while also holding a dressing in place.
Alcohol 25 per box at 240ml (plastic)	Variety of uses.
Aluta 240ml	Stomach complaints.
Carbon tablets 20x10 C (box)	Also known as Charcoal.
Rehydration salts 100 x 3.3gm 5 packets/kit	Fluid replacement to prevent and treat dehydration.
Analgesic / Tiger Balm 10x30g	Relief of muscle or joint pain caused by strains, sprains, bruising etc.
Paracetamol 500mg 20x100t	Treatment of pain and reduce temperature.
Stomach elixir 200 ml	200 ml or chewable antacid tablets
Antiseptic soap	Dettol/ProTex etc.
Cotton Balls 10g	Sterile
Plastic disposable gloves 100 (pcs)	Latex / hygienic gloves
Surgical tape 1"x10 yds 12 rolls	Adhesion for securing dressing.
The following are also recommended for inclusion but are not considered as essential as the above items:	
Vitamins	
Antibiotics	Azithromycin 500mg 50 cold and fever, flucloxacillin 250mg 100 soft tissue infection
Cold medicine	Citirizine 10mg non-drowsy tablet
Allergy medicine	Antihistamine
Elastic bandage	For sprains or swelling compression
Powdered iodine (Banocin)	To replace liquid iodine
Anitifungal cream, Temibafine	

³ Disclaimer: users should always follow all of the instructions on the products.

ANNEX D: Fishing vessel health and safety risk assessments

This annex provides further information about completing health and safety risk assessments of fishing vessels. The VCoC requires that the health and safety of the crew be a priority and that preventative steps are taken to avoid accidents, illness and injury. Section 9 of the VCoC includes specific clauses relevant to health and safety and is the only Principle where any of the clauses can be escalated to be considered ‘critical’, that is when there is a threat to life which can be caused by a high number of factors. Fishing is one of the most dangerous jobs in the world and as such captains and boat owners should be mindful of their responsibility to make sure that the necessary steps are taken to protect the crew and maintain fishing equipment and the vessel.

An important point related to health and safety is fatigue and overwork. Incidents of accidents and injury increase when crew are tired and working long hours; in this regard Principle 7: Working hours for all workers are reasonable can be considered to be related to Principle 9.

The United Nations Food and Agricultural Organisation (FAO) state that “Safety at sea is very dependent on how the actual vessel is designed and constructed as well as on the equipment carried onboard”. A wide range of publications can be found on the website: <http://www.fao.org/fishery/safety-for-fishermen/50769/en/>.

The UK Maritime and Coastguard Agency provide the following information about risk assessment for fishing vessels, for more information: <https://www.gov.uk/guidance/fishing-vessel-health-and-safety>. The website also includes information about how to conduct a risk assessment.

A risk assessment is an examination of harm that could come to workers carrying out their duties. Operators should carry out assessments of work activities on fishing vessels to identify:

- Seafarers at particular risk while performing their duties
- Appropriate health and safety measures

Vessel owners can adapt their existing safety management systems to meet general risk assessment principles, e.g.:

- Checking if enough precautions have been taken to prevent accidents and ill health
- Classifying hazards as ‘significant’ or not

Precautionary measures forming part of risk assessment include:

- Permits to work
- Restricted access to areas of the vessel
- Warning signs

Risk assessment is a continuous process but must also be carried out before any significant changes in the vessel’s equipment or procedures.

The Seafish Industry Authority also provide information about completing risk assessments on their website, including guidelines for performing and completing risk assessments. For more information, refer to: <https://www.seafish.org/article/risk-assessment>

ANNEX E: Thai Union VCoC procedure and policies

This sets out relevant policies and procedures of Thai Union for the implementation and support of the Vessel Improvement Program and Code of Conduct (VCoC).

The following procedure is followed to **establish an audit program with a consultancy firm**:

1. Establish the scope, budget, qualifications of the personnel involved. When identify the scope, Thai Union will consider the priorities for auditing vessels (i.e. number, location type of vessel) based on risk assessment and business need.
2. Develop audit program documents including; audit handbook/methodology, checklist, reporting templates and procedures.
3. Conduct training about the VCoC.
4. Provide the firm with supplier contacts and any relevant information. If contacted by our suppliers, confirm audit program details and request audit permissions be granted to firm.

The following procedure ensues **once the audits commence**:

1. Monitor the trips and provide guidance.
2. Review audit reports as they are submitted by the firm and provide feedback.
3. Be available to respond during auditing periods in case of any findings which could be classified as ‘critical’.
4. In case of suppliers not responding to the auditors or refusing to allow the audits access, work with consultants and contact suppliers to discuss results or encourage participation.
5. Follow the development of the improvement projects (VIPs) between the consultants and the suppliers.

The following procedure is for the **VCoC documentation and communication**:

1. The VCoC and related Guidance Document will be reviewed annually and amended, if required, based on feedback form the consultancy firms, suppliers, experts and colleagues.
2. The VCoC and Guidance Document will be reviewed annually by internal and external legal counsel.
3. Communicating about the program will be annually and principally through the Sustainability Report but other channels may be required. There are several words and descriptions important for legal reasons and the tuna committee or the project manager should always be consulted when communicating about the VCoC and the audit programs.

The following is the procedure for **suppliers signing the VCoC** in line with the requirements of suppliers to sign the TU Business Ethics and Labor Code of Conduct:

1. The VCoC must be signed by suppliers before we enter into a new business relationship and by all of our existing suppliers. The VCoC is included in new supplier contract packages as a requirement before TU will start to do business with them. Every supplier must sign the VCoC alongside Thai Union’s Supplier Code of Conduct every two years.
2. The VCoC applies to the fishing vessels in our global supply chains that supply us directly with fish and other seafood.
3. TU expects suppliers to develop a VIP towards meeting the clauses in the VCoC unconditionally and to address any gaps that are identified in an audit against clauses that are not fully met.
4. The TU contact point from the procurement team sends a request to the supplier for them to sign the VCoC.

5. This should be returned signed to the contact point who then stores this in the supplier file.

Specific aspects of the program:

- i. Internally the **management** of the program is governed by the TU Tuna Committee. A project manager is assigned the day to day implementation of the program.
- ii. **Response to findings** where the clause has not been met:
Thai Union will take the appropriate action dependent on the finding and potentially liaise with the supplier directly.
 - a. For those which are categorized as ‘critical’:
Those findings which are ‘critical’ are outlined in the Guidance Document v1.1.
 - i. The consultancy firm should contact either the project manager or a member of the Tuna committee as soon as possible after the finding is made. A written record should be maintained of the dialogue.
 - ii. There should be a discussion about the finding and the audit.
 - iii. It may be that the supplier needs to provide additional relevant information that will reclassify the finding as not critical. If this is not possible and the finding has substantiated information, then... (next point)
 - iv. Until the time when the auditor has confirmed that any critical finding has been closed out, Thai Union will suspend procuring fish from the vessel. This will be communicated to the supplier by TU directly.
 - b. For all other clauses where they are classified as ‘partially’ or ‘not met’ then an improvement program of work (VIP) should be carried out with the aim to improve adherence with the clauses identified by the finding as agreed in the VIP with the consultants/auditors (and no later than within 18 months of the audit date unless specific implementation reasons are provided) with confirmation of such improvements to be provided to the auditors. In Thailand, the procurement team actually give the vessels much shorter timeframes.
- iii. All aspects of these procedures which are relevant to the auditors should be included in their handbook/methodology.