



# RESPONSIBLE SOURCING TOOL

Seafood Tool 2:  
Code of Conduct

## PROTECTIONS AGAINST TRAFFICKING IN PERSONS: Sample Code of Conduct Provisions

A Code of Conduct establishes basic performance expectations for a company's own operations as well as the operations of its subcontractors, suppliers, and agents. It is important that the company sourcing policy or Code of Conduct explicitly prohibits forced labor<sup>1</sup> and related human rights abuses and sets out protections for workers. The sample provisions below can be used by any company, including federal contractors and their subcontractors, as they consider how best to create, strengthen, or revise their own supply chain policies.

The sample Code provisions address factors that are enablers or contributors to situations or risks of forced labor but are not intended to ensure compliance with specific legal requirements, such as those in the Federal Acquisition Regulation (FAR): Combating Trafficking in Persons.<sup>2</sup> Specific compliance requirements should be detailed in the terms and conditions of contracts with subcontractors, suppliers, and agents. For example, contract clauses refer to the Model Contract Clauses prepared by the American Bar Association.<sup>3</sup>

The guidance in this document and the other tools in this due diligence toolset, has been designed to align with both international and voluntary standards that apply across all industry sectors, such as the Fundamental Principles and Rights at Work<sup>4</sup> of the International Labour Organization (ILO), which is the UN agency that sets internationally recognized labor standards, the UN Guiding Principles on Business and Human Rights,<sup>5</sup> and the OECD Due Diligence

---

<sup>1</sup> **Note: The United States recognizes two primary forms of trafficking in persons: forced labor and sex trafficking. For the purposes of this and other tools in the set, several terms are used such as “trafficking in persons,” “human trafficking,” and “forced labor.” In relation to these tools, they refer to a crime whereby traffickers exploit and profit at the expense of adults or children by compelling them to perform labor.**

<sup>2</sup> For guidance on complying with the Federal Acquisition Regulation (FAR): Combating Trafficking in Persons, please review Tool 12, RST's Sample Compliance Plan Template.

<sup>3</sup> [Balancing Buyer and Supplier Responsibilities - Model Contract Clauses to Protect Workers in International Supply Chains, Version 2.0, American Bar Association, 2021.](#)

<sup>4</sup> [ILO Declaration on Fundamental Principles and Rights at Work \(DECLARATION\).](#)

<sup>5</sup> [UN Guiding Principles on Business and Human Rights.](#)

Guidance for Responsible Business Conduct).<sup>6</sup> For more information on international frameworks and voluntary certification standards relevant to human trafficking in all sectors, see Tool 4.

Companies should work to cascade and enforce their Code of Conduct throughout each tier of their supply chain as the risk of forced labor and other labor abuses increase in lower tiers. This is particularly important for seafood supply chains, because forced labor and human trafficking risk, as well as the risk of other labor abuses, increases in the upstream tiers of the supply chain.

*NOTE: "Supplier" is defined as any entity that directly or indirectly provides goods, materials, and/or services to the company at any supply chain tier and any dollar value. This includes services and materials suppliers, contractors, subcontractors, sourcing agents, labor recruiters, and labor agents.*

This Supplier Code of Conduct articulates the [Company Name] Company's expectations for the conduct of suppliers, agents, subcontractors, and other business partners providing materials, goods, and services to [Company Name]. This Code is based on our commitment to responsible business conduct and aligns with the principles of the United Nations Global Compact. Suppliers are expected to understand and act consistent with [Company Name]'s approach to respect for human rights, responsible sourcing, and supply chain due diligence. This Code applies to all suppliers at all tiers within the [Company Name] Company's supply chains and [Company Name] expects its direct suppliers to communicate and enforce these expectations through their own supply chains.

## Human Trafficking, Including Forced Labor

[Company Name] strictly prohibits forced labor in all our operations and in those of all subcontractors, suppliers, and agents in our global supply chain.

- Workers shall not be subject to any form of forced, compulsory, bonded, or indentured labor.
- All work shall be voluntary, and workers will have the freedom to terminate their employment at any time without penalty, upon giving reasonable notice.
- Workers on vessels/engaged in vessel-based work have the right to disembark and terminate employment at regularly scheduled port visits.

---

<sup>6</sup> [OECD Due Diligence Guidance for Responsible Business Conduct - OECD](#).

## Child Labor

Child labor is strictly prohibited. Child labor refers to work by any person under the age of 15, **or** under the legal age for completion of compulsory education, **or** under the legal minimum age for employment according to national law, whichever is higher.

- No worker under the age of 18 may be hired for tasks that are hazardous to the physical, emotional, or intellectual development of the child, including night shifts, overtime work, and working with hazardous materials and equipment.
- No worker under the age of 18 may be hired for vessel-based work or other tasks that are hazardous to the physical, emotional or intellectual development of the child.

## Recruitment Fees and Expenses

- Workers shall not be charged any fees or costs for recruitment as defined by the ILO<sup>7</sup>, directly or indirectly, in whole or in part, including costs associated with travel to the destination country and processing official job-related documents and work visas in both origin and destination countries.
- Workers shall be provided with return transportation to their country of origin, or compensation for the cost of return transportation, upon completion of their employment contract.

---

<sup>7</sup> [Fair recruitment initiative: General principles and operational guidelines for fair recruitment and definition of recruitment fees and related costs \(ilo.org\)](https://www.ilo.org/fairrecruitment).

## Health, Safety, and Wellbeing

Employers shall ensure that their workers are provided with safe and hygienic working and living environments in accordance with prevailing industry standards and legal requirements. This means:

- Accidents and incidents are prevented by the identification, evaluation, and control of health and safety hazards associated both with the employer's operations and place(s) of work.
- Health and safety hazards are controlled following the control hierarchy of elimination, substitution, engineering controls, and administrative controls.
- Suitable personal protective equipment is provided and used when hazards cannot be adequately controlled by other means.
- Workers are trained on general health and safety issues and procedures and on the specific hazards associated with their jobs and those present in the place of work.
- Emergency preparedness and response plans are established to address likely emergency situations.
- Appropriate first aid and subsequent medical treatment is provided to injured or ill workers in order to allow them to effectively recover from their injuries and illnesses and return them to their original job assignments.
- Worker exposure to chemical, biological, and physical agents is routinely evaluated and controlled to prevent occupational disease.
- Worker accommodation, food storage, preparation, and dining areas shall be clean, safe, and hygienic.
- Vessel captains maintain an accurate crew list and register that includes accurate contact information, position held, relevant identity document number, the birthdate of each crew members (to ensure compliance with child labor regulations), and emergency contact information.

## Contracts of Employment

- Written contracts of employment shall be provided to workers in their native language or a language the workers understand, clearly indicating their rights, responsibilities, and conditions of employment, including wages and rates of pay, benefits, working hours, locations of the work, transportation to and from the work site (if applicable), living conditions, housing and associated costs, work-related hazards, and other working and employment conditions.
- Migrant workers shall be provided with a copy of their employment contract in their native language or a language they understand for their review at least five days prior to deployment to give them ample opportunity to review the terms and conditions of employment before accepting the job offer and signing the contract.
- If workers are employed as day laborers, they shall receive a notice in a language they understand outlining the conditions of the day's job each day they start a new job in advance of beginning the work.
- Workers with difficulty understanding the written contract shall be given a verbal explanation of the contract's terms and conditions.
- The practice of contract substitution or use of supplemental agreements by the employer to replace an original contract or any of its provisions with a new contract or terms that are less favorable to the worker is strictly prohibited.
- The required notice period for workers to terminate their contracts early shall not exceed one month or what the law requires, whichever is shortest. Workers shall not be penalized for early termination of their employment contract upon giving the required notice.
- The notice period shall be waived in situations where the worker has suffered harassment or abuse or other forms of severe labor rights abuse, or is a victim of forced labor. In such cases, the employer shall also be responsible for paying the cost of return transportation to the country of origin for the affected worker.
- For vessel-based workers, employment agreements contain information about the length and location of voyage.

## Retention of Personal Documents

- Confiscating, destroying, withholding, or otherwise denying workers' access to their identity or immigration documents, including work permits and travel documentation (e.g., passports), is prohibited.
- Employers and labor agents may only retain possession of worker's documents for the purposes of applying for or renewing work visas and other legal documents, but only for the time it takes to process such documents.
- Workers shall be in possession of their personal documents at all times or be provided with individual secure and lockable storage facilities for their identification documents and other valuables that they may access at any time of their choosing and are protected against unauthorized access.
- If vessel-based workers have consented to store their documents while at sea, they must always receive their documents when docked, or at any other time as requested.

### **Bonds, Deposits, and Forced Savings**

- Workers shall not be required to lodge monetary deposits or security payments, pay levies, post bonds, or have a portion of their pay withheld at any time as a condition of obtaining or retaining employment.
- Workers shall not be required to participate in savings programs. If a worker voluntarily participates in a savings program, the worker will retain full control of his or her account at all times.
- Workers shall not be held in debt bondage or forced to work in order to pay off a debt.

### **Humane Treatment**

- The workplace shall be free of any form of harassment or inhumane treatment.
- Disciplinary policies and procedures shall be clearly defined and communicated to all workers, and shall not include any inhumane disciplinary measures, including corporal punishment, mental or physical coercion, or verbal abuse of workers.
- The use or threat of physical or sexual violence, harassment, and/or intimidation against a worker, his or her family, or friends and associates, is strictly prohibited.
- Migrant workers and their family members shall not be threatened with denunciation to authorities as coercion to take or maintain employment.

- Disciplinary procedures shall not include sanctions that result in wage deductions, reductions in benefits, ineligibility for bonuses and overtime, or compulsory labor.

## Workplace Equality

- All workers, irrespective of their nationality, ethnicity, race, gender, gender identity, or legal status, shall be treated fairly and equally.
- Terms and conditions for migrant workers shall be no less favorable than those provided to country nationals including but not limited to wages, benefits, and accommodations.

## Wages and Benefits

- All workers shall be paid at least the minimum wage required by applicable laws for all hours worked, and shall be provided all legally mandated leave, social insurance and other benefits. Where there is no legal minimum wage, workers shall be paid at least the industry prevailing wage for the location of work.
- Wage payments shall be made in full at regular intervals and directly to workers (in cash or by direct deposit), in accordance with applicable law, if any, and shall not be delayed, deferred, or withheld. Wage deductions must not be used to keep workers tied to the employer or their jobs.
- Only deductions, advances, and loans authorized by law are permitted and, if made or provided, shall only be taken with the full consent and understanding of workers.
- Information shall be provided to workers at the time of their hire about hours worked, rates of pay, frequency of wage payments, and the calculation of legal deductions.
- If wages are determined based on production quotas or piece rates, the pay rate shall allow workers to earn at least minimum wage within the normal working hours without having to work overtime or unpaid extra hours.
- All workers shall retain full and complete control over their earnings and bank accounts.
- Deception in wage commitments, payment, advances, and loans is prohibited.

## Working Hours

- Workers shall not be required to work in excess of the number of hours permitted by national law. Where the law is silent, normal working hours shall not exceed eight hours per day and 48 hours per week, and total working hours including overtime will not exceed 60 hours.
- Vessel-based workers are provided sufficient rest to avoid exhaustion.
- All overtime shall be purely voluntary, unless part of a legally recognized collective bargaining agreement. No worker shall be made to work overtime under the threat of penalty, dismissal, or denunciation to authorities. No worker shall be made to work overtime as a disciplinary measure, or for failure to meet quotas.
- All workers shall be given at least one full day of rest (24 continuous hours) after every six days of work.
- Mandatory meetings, trainings, or other required activities that occur before, during, or after normal working hours, shall be compensated as time worked.

### **Freedom of Movement and Personal Freedom**

- Workers' freedom of movement shall not be unreasonably restricted.
- Workers shall have unrestricted access to basic necessities such as potable drinking water and toilets during both work and non-work hours at the work site or in employer- or labor agent-provided or arranged housing.
- Workers shall not be physically confined to the workplace or employer- or recruiter-provided or arranged housing; nor will any other coercive means be used to restrict workers' freedom of movement or personal freedom.
- Mandatory residence in employer-provided or arranged facilities shall not be a condition of employment unless required by law.
- Vessel-based workers have a right to repatriation in the extent that their employment agreement expires or is terminated. The cost is the responsibility of the vessel owner, unless stipulated by national law.
- Migrant workers may change employers without requiring permission from their employer or, if applicable, their recruiter, subject to restrictions of local law.

### **Grievance Process**



- Workers shall have access to an effective, confidential grievance process that ensures that any worker, acting individually or with other workers, is able to submit a grievance without suffering any prejudice or retaliation of any kind.
- The grievance process shall include the ability to report grievances anonymously.
- The grievance procedures and information on their use shall be available in workers' native language or a language the workers understand.
- For migrant workers, the grievance process shall be available from the point of recruitment throughout their employment.
- The grievance procedure shall include an appeal process for workers who disagree with how a grievance is resolved.
- Workers shall be trained on the grievance procedures, including how to report a grievance, the process for investigating and resolving a grievance, and how they will be kept informed about the progress of their grievance.
- Workers shall have access to support, including sources of information, advice and expertise as needed, to overcome any barriers to their use of the grievance process.

### **Private Employment Agencies and Labor Recruiters**

- Workers should be hired directly whenever possible.
- When recruitment and hiring is subcontracted to a third party, due diligence shall be performed for all private employment agencies and labor recruiters to ensure they:
  - demonstrate that they are certified or licensed by the competent authority in their country of operation;
  - do not charge recruitment fees or expenses;
  - comply with the local labor laws of the country in which recruiting takes place;
  - use only trained employees; and

- do not use misleading or fraudulent practices during the recruitment of workers or offering of employment, such as failing to disclose basic information or making material misrepresentations regarding the key terms and conditions of employment.
- The employer shall monitor the performance of agents and recruiters on an ongoing basis to ensure that no deception, fraud and/or coercion in the recruitment, placement, transport, or management of workers takes place.
- Those undertaking the recruitment of workers in one country for employment in another country shall respect all applicable international human rights and labor standards and adhere to national laws, regulations, and collective agreements of the origin, transit, and destination countries.
- Workers shall be made aware of their rights and responsibilities at the point of recruitment, including the provisions of this Code, and all applicable laws and regulations of their country of origin and the country where the work is performed.

### **Worker Training and Awareness**

- Workers shall be made aware of their rights and responsibilities both verbally and in writing at the time of hire, in their native language or a language they understand.
- The information provided to workers shall include the terms and conditions of their employment, the provisions of this Code and all applicable laws and regulations of their country of origin, the country where the work is performed, and of any country and jurisdiction contracting the work.
- Workers shall be trained upon arrival in the destination country on the company's workplace rules and procedures, the grievance process, the housing arrangements (if provided or arranged by the company), workplace responsibilities and equipment and the conditions of work, including any health and safety hazards and the precautions needed to ensure personal safety.

### **Freedom of Association**

- In accordance with national law, workers shall not face retaliation for exercising their right to freely associate or bargain collectively, and employers shall have a policy of neutrality towards these efforts.
- Employers shall not ask about union affiliation during the recruitment process.

- When national law prohibits or limits freedom of association and collective bargaining, workers shall have the freedom to form or join alternative worker representative organizations of their choosing.

## Housing

- When housing is provided or arranged by the employer or recruiter, it shall meet the minimum housing standards set by local competent authorities; this applies to all types of workers, including migrant workers.
- If no minimum housing standards are specified by the country of employment, housing provided or arranged by an employer or recruiter shall meet the standards specified in the International Labour Organizations Workers' Housing Recommendation.<sup>8</sup>
- Costs for employer- or recruiter-provided or arranged housing shall be comparable with local market rates and must not create or contribute to worker debt.

---

<sup>8</sup> [R115 – Workers' Housing Recommendation, 1961 \(No. 115\), International Labor Organization.](#)