

## fair-fish Instructions for Artisanal Fishery in Senegal

(based on the fair-fish Directives for Sustainable Fisheries)

Valid for:

- fair-fish = Association fair-fish
- Company = A firm licensed by fair-fish in a specific fishing area.

### 1. Fishing areas

The following instructions are applicable to the fishing grounds designated by fair-fish in the current fishery list.

### 2. Control

Fair-fish has commissioned the SGS Switzerland<sup>1</sup> (SGS Geneva and Dakar) to perform controls and inspections directly in the fishing grounds. Fair-fish explicitly reserves the right to perform its own checks. The company shall grant access to SGS representatives and other persons designated by fair-fish at all times and for all company documents, premises and means of transport. In addition, the company shall provide the SGS on an unsolicited and punctual basis complete information on all points included in fair-fish's current checklists.

*For sanctions see Par. 9.1.*

### 3. Use of fair-fish trademark

#### 3.1 Premises, vehicles, transport containers

The fair-fish trademark may only be displayed on premises, vehicles and transport containers that exclusively contain products which fulfill fair-fish guidelines.

#### 3.2 Textiles

The fair-fish trademark may only be displayed on textiles given to persons that have been officially approved by fair-fish pursuant to Par. 6.4.

#### 3.3 Printed matter

The company may use the fair-fish trademark for its own stationery and printed matter as long as it clearly understands that such right is only valid for products that fall under these instructions.

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<sup>1</sup> Société Générale de Surveillance (SGS)

### 3.4 Other usage

Any other usage of the fair-fish trademark is not permitted except with the explicit consent of fair-fish.

*For sanctions applying to Section 3 see Par. 9.1.*

## **4. Animal protection**

### 4.1 Duration of capture

Every fish must be stunned and killed within a maximum time of 30 minutes after being caught. The exact length of time and its measurement for each catch method is defined in the current fishery lists.

*For sanctions see Par. 9.2.*

### 4.2 Percussive stunning

Every fish must be stunned with a blow from the fair-fish club immediately after being taken out of the water. No other stunning method is permitted. Any fish caught by a hook must be stunned before being released from the hook.

### 4.3 Killing

Every fish must be killed while stunned by gill cutting in order to sever the main artery.

*For sanctions applying to 4.2 and 4.3 see Points 9.2 and 9.3.*

## **5. Sustainability**

International and Senegalese regulations, as well as those relevant to the fishing area and those of local authorities, must be followed.

*For sanctions see Par. 9.1.*

### 5.1 Fish species and fishing methods

The company may only catch or buy those species of fish explicitly designated by fair-fish, whereby in both cases the fish must be caught using the methods and with the gear permitted by fair-fish, and in full conformity with the current fair-fish fishery lists.

#### 5.1.1 Reassessment

Should a reassessment by Friend of the Sea, the Senegalese authorities, or other institutions make it necessary to delete a species of fish from the lists, then such deletion shall take effect immediately, and this fish species may no longer be fished until it is again released for fishing.

#### 5.1.2 Transitional period

Should the fish species deleted from the lists be the only species authorized for a company in a fishing area for the relevant season, and should the company have

contractual obligations towards a third party to fish this species (contracts of employment and leasing, etc.), then fishing may continue until such obligations are fulfilled, or until another fish species may be fished, however only until the last day of the third month after the announcement of the change to the fishery lists.

*For sanctions applying to Section 5.1 see Points 9.2 and 9.3.*

## 5.2 Minimum sizes

The applicable minimum sizes are defined in the current fishery lists. The company shall not buy any undersized fish and is committed to promoting the prevention of catching undersized fish by taking suitable measures. Provided they are not injured, any undersized fish caught must be returned to the water. Injured fish or those caught with hooks or gillnets must be kept for personal use.

*For sanctions see Par. 9.3.*

## 5.3 Closed seasons and quotas

The company is obligated to observing the closed seasons and quotas in force locally, or when such regulations do not exist, to helping establish the same. It is further obligated to help ascertain reliable data on the fish population in the relevant fishing area.

### 5.3.1 Set-up phase

During the set-up phase, the maximum quantity of a fish species that the company may catch or buy may not exceed 20% of the total quantity of fish caught in the relevant fishing area during the previous year. Should the actual catch quantity not be known, then the quantity of fish transported to other places and registered by the local authorities shall be taken as being the total quantity. Should several companies be registered by fair-fish in the same fishing area, then the 20% limit refers to the sum of their catches. Should a closed season not be fixed for a fish species in a fishing area, the company must ascertain the spawning season based on observations made by fishermen or on the gutted fish. With this data – and after consultation with local fishermen, fishing authorities, scientists and fair-fish – the company shall determine its own binding closed seasons. If the company has not determined a closed season 24 months after beginning fishing a species of fish, then it must cease fishing this species.

*For sanctions see Par. 9.1.*

### 5.3.2 Transitional phase

During the transitional phase, the company shall make every effort to determine the populations of the fished species. Should the populations be known – and after consulting with the local fishermen, fishing authorities, scientists and fair-fish – the company shall determine the maximum permissible catch quantity per year (quota) and the species that will guarantee sustainable fishing.

### 5.3.3 Production phase

While fully observing the closed seasons and quotas, the company may catch or buy more than 20% of the total harvest of the previous year. However, at the same time it must:

- observe the development of the total catch of the species it is targetting in the relevant fishing area,
- cease fishing of any species when the quota has been reached, and
- do its utmost to ensure that all fishermen in the relevant area follow this example.

For sanctions see Points 9.1 and 9.3.

## 5.4 Avoiding bycatch; other protection measures

### 5.4.1 Bycatch list

The company representative responsible for the fishing area must maintain a list of the bycatch that he or she and any approved fishermen may observe when fishing for fair-fish. The fishermen must be bound to make such reports.

Within the scope of regular dialogue pursuant to Section 8 of these instructions, the company shall provide information on such observations. Should the experts contacted consider the bycatch too large, the company must immediately determine corrective measures to reduce the bycatch and implement them after consulting with its dialogue partners.

### 5.4.2 Further measures

Should the contacted or external experts consider further measures necessary to protect the ecosystem or a particular species in the company's affected area, then the company, in cooperation with fair-fish, must determine such suitable measures and implement them after consulting with its dialogue partners.

For sanctions applying to Section 5.4 see Par. 9.1.

## 5.5 Compensation and reduction of damage to the climate

### 5.5.1 Compensation

Based on the current price list of fair-fish, the company shall levy a tax in order to compensate for climate damage caused by using fossil fuel for the transport and cooling of fair-fish products. This tax shall be remitted to an account held by fair-fish, and its usage shall be decided by fair-fish in cooperation with the company COMPENSATE AG based on project applications.

These projects must be supervised by a local expert appointed by fair-fish. A maximum of 10% of the imposed compensation tax may be used to cover supervision and controls; should the costs be higher then the difference must be covered from another source.

5.5.1.1 Transitional provisions: The tax will be imposed by fair-fish until the company has opened an account in Senegal designated for this purpose. This account must be opened by the company within one month following eight successive weeks during which the company traded at least 1000 kg of whole fish

per week. Should a supply agreement exist which corresponds to this quantity, the account must be opened prior to the first agreed delivery.

For *sanctions* see Par. 9.1.

### 5.5.2 Reduction

If the company can prove that it has been able to reduce the consumption of fossil fuel, then the tax will be reduced accordingly.

The company may request contributions from the compensation tax to help finance projects designed to reduce its own consumption of fossil fuel.

## 5.6 Domestic sales

### 5.6.1 Proof of domestic performance

The company shall furnish proof of the quantities and species of fish that it has marketed in Senegal or bordering inland countries (with no coastline) in a way that allows the assumption that the fish were consumed in these countries themselves.

### 5.6.2 Assessment of domestic performance

As long as the official export quantity of marine products for Senegal ranges between 70,000 to 125,000 tons per year and does not amount to more than half of the total harvest for Senegal, the company must account for domestic performance according to the following table.

For *sanctions* see Par. 9.1.

Company's share* of total Senegalese exports**	Domestic performance** of the company, minimum ...% of the sales quantity	<i>Example: Assuming total exports of 70,000 t/a:</i>  <i>Exported filets per week</i>	<i>Example: Assuming total exports of 70,000 t/a:</i>  <i>Domestic commitment per week</i>
Less than 2 ‰	0	< 1 t/week	0
2-4 ‰	2%	1-2 t/week	54-108 kg
5-7 ‰	3%		203-284 kg
8 ‰-1%	4%		432-540 kg
...	...		
50%	20%		

\* When several firms in Senegal are licensed by fair-fish, the minimum share means the sum of their marketed and exported quantities.

\*\* All data calculated in whole fish.

### 5.6.3 Encouraging domestic performance

In order to encourage domestic marketing, fair-fish will grant the company the following reductions for proven consumed quantities in Senegal and bordering inland countries:

- halving of the license fee
- waiver of premium defined under Par. 9
- waiver of climate compensation tax defined under Par. 5.5.

## 6. Fair trade

### 6.1 Working conditions and social benefits

The company shall agree with all persons involved in production, transport and trading on labour relations. The minimum working conditions must correspond with the higher requirements defined by national regulations and ILO guidelines. The fish factory must be audited according to the BSCI (Business Social Compliance Initiative).

*For sanctions see Par. 9.1.*

### 6.2 Minimum prices

The minimum purchase prices for every fair-fish species per fishing area shall be determined individually and independent of the season by the company in cooperation with the fishing association. These prices should be at least 10% higher than comparable annual average prices found at the local market, the latter of which the company will note and document on a regular basis. The currently valid fair-fish price lists shall apply.

*For sanctions see Par. 9.4. Should the company have set the prices too low, then Par. 9.1 shall also apply.*

### 6.3 Trading (ordering and buying fish)

The local company shall order and buy the fish through local fisherwomen approved by the company. The fisherwoman shall be reimbursed for her work (inspection, sorting and cooling) based on a kilo price determined in cooperation with the fishwomen association. The currently valid fair-fish price lists shall be applicable. Should a village not have a fisherwoman already engaged in this work, then one must be selected locally.

*For sanctions see Par. 9.1.*

### 6.4 Approved persons

The company shall maintain a continuously updated register of all fishermen and fisherwomen that it has approved and works with, including wives and school-aged children. This register serves control purposes as well as health care and accident prevention.

*For sanctions see Par. 9.1.*

### 6.5 Participation of nonapproved persons in a fishery

The participation of nonapproved persons in a fair fishery is only allowed in exceptional cases:

- when the total number of persons is more than 20: maximum 1 out of 10 persons may be nonapproved
- when the total number of persons is less than 20: maximum 1 out of 4 persons may be nonapproved.

As long as a company is in the process of expanding its activities (effective or ordered growth of traded fish quantities), it may procure up to 20% of the fish

purchased for a particular month from persons not yet approved. If the company has not registered said persons after two deliveries, it must discontinue working with them. The company must document every fish purchased from nonapproved persons (date, village, person in charge of boat, fisherwoman, quantity purchased).

*For sanctions see Par. 9.2.*

## 6.6 Health care and accident prevention

### 6.6.1 Health care

The company shall register all its approved fishermen, fisherwomen, spouses and school-aged children, with a collective health insurance and shall pay the respective premiums. In the event of a suspension or exclusion, the persons concerned must pay for it themselves.

6.6.1.1 Transitional regulation: The company must implement this measure within one month after having previously traded at least 1000 kg of fish for a period of eight successive weeks. In case of a supply agreement that corresponds to this quantity, the provision must be implemented prior to the first agreed delivery.

*For sanctions see Par. 9.4.*

### 6.6.2 Accident prevention

The company shall provide, i.e. loan, each registered fisherman a life jacket which he must wear while working in the boat for fair-fish. Furthermore, the company must consider taking other preventive measures and must document these annually in a report.

6.6.2.1 Transitional regulation: see Par. 6.6.1.1.

*Sanctions: When life jackets are not made available see Par. 9.1.; when they are not worn see Par. 9.2.*

## 6.7 Participation of children / Child labour

6.7.1 A child may not replace an adult working for a fair fishery. In particular, a child may not be present on a pirogue, or handle a net or a line which is being used by a fair fishery.

6.7.2 The presence of children shall only be tolerated in post fishing activities, e.g. on the beach or in the village, and in such case only outside of school hours and only insofar as participation forms part of family or social life in the form of spontaneous testing of their own strengths and skills.

6.7.3 Children between the age of six and sixteen belonging to approved persons must be registered in a French or French-Arabic school and must attend classes regularly. If it is not possible to keep a child in school until age sixteen, then he or she must receive occupational training.

6.7.4 The company shall maintain an updated list of all children belonging to approved persons, if necessary with the help of a local registrar should birth certificates be missing.

6.7.5 The company shall monitor compulsory school attendance in cooperation with the school teaching staff, local authorities and specialized institutions such as the local representatives of the International Labor Organization (ILO), e.g. based on compositions, marks and exam results.

*For sanctions applying to Par. 6.7 see Par. 9.2.*

#### 6.8 Fishermen and fisherwomen organizations / Right of fishermen and fisherwomen to participate in decision-making processes

The company must ensure that its approved fishermen and fisherwomen group together to form associations for each fishing area. However, membership should be voluntary and free of charge. The associations of the different fishing areas will then form two separate national federations respectively for fishermen and fisherwomen. Fair-fish will help both of these federations to take over 15% each of the capital and the company's vote.

6.8.1 Transitional regulation: See Par. 6.6.1.1

*For sanctions see Par. 9.3.*

#### 6.9 Premium

The company shall charge a premium of 10% on prices paid to the fishermen and will transfer this money to an account managed by fair-fish. The latter will then place it at the disposal of the associations mentioned under Par. 6.8 for the development of local nonfishing-related projects. These projects must be supervised by an expert appointed by fair-fish.

Fair-fish will bind the transfer of the premium with a commitment for active engagement of the federations and their member associations, together with the company, in establishing and implementing protective measures (closed seasons, quotas).

6.9.1 Transitional regulation: see Par. 6.6.1.1

*For sanctions see Par. 9.4.*

#### 6.10 Personnel and other persons providing services

The company shall reimburse its personnel and all persons providing services at mutually agreed upon rates which must be at least 10% above the local minimum rates. In addition, personnel shall receive the obligatory insurance contributions. The current fair-fish price list shall apply.

6.10.1 Transitional regulation: see Par. 6.6.1.1.

*For sanctions see Par. 9.4.*



## 7. Quality

Detailed requirements for quality and hygiene are defined in:

- the HACCP Concept, and
- the Process Manual.

For *sanctions* see Par. 9.3.

## 8. Management

### 8.1 General

The management of the company must be able to demonstrate that directives, instructions and measures are systematically and effectively implemented at all levels.

### 8.2 Measures

#### 8.2.1 Training, control and corrections

The person in the company responsible for the fishing area shall be personally entrusted with training the persons concerned, carrying out checks and making any necessary corrections at all levels in his or her fishing area in order to ensure that directives are fulfilled and instructions correctly implemented. Each person approved by fair-fish will receive training. Regular on-the-job checks will be performed and corrections made wherever necessary. After each check a report describing the individual corrective measures must be prepared and forwarded to the company. Any information on changes of directives or instructions must be forwarded immediately to the persons concerned.

#### 8.2.2 Dialogue with fair-fish on issues regarding directives and instructions

The person in the company responsible for the fishing area shall encourage regular dialogue with fair-fish in order to improve the points regulated in the directives and instructions and adapt the same for his or her fishing area.

#### 8.2.3 Dialogue between persons involved in fishing and local fishing authorities

The person in the company responsible for the fishing area shall encourage regular dialogue between the company, the persons involved in fishing activities and local fishing authorities in order to promote a sustainable fishing business in the fishing area on a long-term basis.

### 8.3 Continuous acquisition and evaluation of catch data

The company is responsible for the continuous collection and evaluation of fair-fish catch data. The person in the company responsible for the relevant fishing area shall acquire monthly data and forward it to the company. Whenever possible this person shall also obtain all available catch data from the local fishing authorities (head of the local fisheries agency).

For *sanctions* see Par. 9.1.

### 8.4 Traceability

The company shall ensure that its products can be traced all the way back to the catch. Per fishing area, every approved fisherwoman will receive personal trace-

ability cards that show her name and that allow precise identification of the complete catch (lot) supplied and checked for a particular day. Such a traceability card must accompany every fish box from delivery to the factory, and the label on the packaging unit (portion) must show the personal number of the relevant fisherwoman. At every stage the fish must be processed in a way that any one portion contains only filets originating from the same fisherwoman as identified on the label.

*For sanctions see Par. 9.3.*

#### 8.5 Long-term trade relations

The company and the person responsible for the fishing area shall ensure long-term trade relations with all producers in the fishing area, as well as suppliers and service providers.

### **9. Sanctions**

The company is obligated to immediately implement any sanction ordered by fair-fish pursuant to Points 9.1 to 9.4 below.

*For sanctions in case of refusal see Par. 9.1.*

#### 9.1 Sanctions for infringements on the part of the company

- The company shall receive a warning for the first offense.
- For a repeated offense, the company shall pay a fine equivalent to 25% of the prices it paid or owed for fish purchased in the previous month.
- The third offense shall result in immediate termination of the license contract with the company without notice.

#### 9.2 Sanctions for infringements in fisheries

Should an on-site check reveal:

- sanctions towards the company:
  - For the first offense, the company shall pay a fine equivalent to 25% of the sum paid or owed in the previous month by the company to the person responsible for the relevant fishing area.
  - For a repeated offense, the above fine will be doubled.
  - For a third offense, the fair fishery in the relevant fishing area shall be suspended until the company has appointed a new person responsible for the region.
- sanctions towards fishermen and chief of pirogue:
  - The first offense shall result in a warning.
  - For a repeated offense, the offender(s) shall be suspended for three (3) months.
  - For a third offense, the offender(s) shall be expelled from the fair fishery.

### 9.3 Retroactive sanctions for infringements and deficiencies discovered later on

Any fish and package units (boxes, portions) which do not conform to regulations will be rejected. The company shall bear the purchasing price at the site where the deficiency was detected (fish factory, border veterinary office, importer, customer) as well as any extra costs incurred for controlling and/or disposing of the entire delivery.

### 9.4 Sanctions for nonfulfillment of financial obligations (Prices, premiums, health insurance, etc.)

Infringements on the part of the company:

- For a first offense, the company shall pay the difference.
- For a repeated offense, the company shall pay an additional fine equivalent to 25% of the prices it paid or owed for fish purchased in the previous month.
- The third offense shall result in immediate termination of the license contract with the company without notice.

## **10. Conflict settlement**

The company must inform fair-fish immediately of any conflict that arises between persons or parties concerned, with another licensee, with the authorities or between the associations.

*For sanctions see Par. 9.1.*