

Cross-Strait Agreement on the Cooperation in Respect of Fishing Crew Affairs (Draft)

(This agreement will become effective only after the completion of relevant procedures.)

To safeguard the legitimate rights and interests of fishing vessel owners and crewmen, and to promote cross-strait fishing crew labor cooperation, the Straits Exchange Foundation and the Association for Relations Across the Taiwan Strait, after negotiation based on an equal footing, hereby agree on the following matters of cross-strait fishing crew cooperation:

1. Scope of Cooperation

The Parties agree, to conduct cooperation in labor affairs concerning offshore and deep-sea fishing vessel crewmen (hereinafter referred to as “crew”), and under compliance with each Party’s own regulations concerning the employment of fishing boat crewmen, to conduct cooperation in labor affairs concerning coastal and deep-sea fishing boat crewmen (hereafter referred to as “crew”), and to adopt different management methods respectively for offshore and deep-sea crew cooperation.

2. Method of Cooperation

The Parties agree that cross-strait crew cooperation shall be conducted through management legal bodies designated by each Party, and each Party shall establish a risk assessment system binding upon its management legal bodies.

3. Main Terms of the Crew Contracts (Agreements)

The Parties agree to consult and conclude the main contents of the crew contract (agreement).

4. Rights Protection

(1) The Parties agree to safeguard the following basic rights of crewmen:

- a. To receive the wages stipulated in their crew contract (agreement).
- b. To enjoy the same welfare and crew protection aboard as other crewmen with the same duties on the same vessel.
- c. To have designated locations for rest, replenishment, or returning to port to avoid danger.
- d. To be provided with personal accident and medical insurance.
- e. To be provided with two-way travel expenses.
- f. To be secured with requirements on shipowner perform the obligations of the contract (agreement).
- g. Other rights as agreed by consultations between the Parties.

(2) The Parties agree to safeguard the following basic rights of fishing vessel owners (hereinafter referred to as “shipowners”):

- a. Crewmen meet the regulatory requirements of each Party concerning physical examinations and professional training.
- b. Crewmen shall abide by pertinent management regulations.
- c. Crewmen shall accept the reasonable commands and supervision of the shipowner and the ship master.
- d. Crewmen shall perform their obligations under the crew contract (agreement).

e. Other rights as agreed by discussion between the Parties.

5. Issuance of Papers as Required

The Parties agree that each will issue crewmen with identification or inspection papers.

6. Coordination Mechanism

The Parties agree that each will establish an appeal system for crew and shipowners, as well as a mechanism for handling emergent incidents concerning cross-strait crew cooperation, and will guide management legal bodies in resolving crew disputes and emergent incidents.

In the event that a major safety incident or other such situation occurs, the Parties shall promptly notify each other, and take joint measures to handle the situation as appropriate. In addition, the Parties will deal strictly with the management legal bodies that act in violation of this Agreement.

7. Exchange Visits

The Parties agree to regularly conduct meetings and exchange visits to assess the state of implementation of this Agreement.

8. Document Format

The Parties agree to use the format of documents for notifications, inquiries, and operational contacts as settled by consultations-between the Parties.

9. Liaison Bodies

(1) Liaison on the implementation of matters set out in this Agreement

shall be conducted by a contact person or persons designated by each Party's competent authorities. If necessary, with mutual consent, the Parties may designate other legal bodies for such liaison.

- (2) Liaison regarding other matters related to this Agreement shall be handled by the Straits Exchange Foundation and the Association for Relations Across the Taiwan Strait.

10. Implementation and Amendment of the Agreement

- (1) The Parties shall comply with the provisions of this Agreement. The Annex of this Agreement shall be equal in effect with the main body hereof.
- (2) This Agreement shall be amended only with both Parties' consents, and shall be confirmed in writing.

11. Dispute Settlement

Any disputes arising from the implementation of this Agreement shall be resolved by prompt negotiation between the Parties.

12. Matters not Mentioned in this Agreement

Matters not mentioned in this Agreement shall be separately consulted and resolved by the Parties in an appropriate manner.

13. Effective Date

This Agreement shall become effective from the date of signing after both Parties have completed their respective relevant preparations, no later than ninety days hereafter.

This Agreement was signed on December 22 in four original copies, with each Party keeping two copies.

Annex: Specific Arrangements for Cross-Strait Fishing Crew Cooperation

Straits Exchange Foundation

Association for Relations
Across the Taiwan Strait

Chairman

Chairman

Chiang, Pin-Kung

Chen, Yunlin

[Note: In case of any discrepancy between the Chinese and English texts, the Chinese text shall govern.]

Annex: Specific Arrangements for Cross-Strait Fishing Crew Cooperation

The Parties agree to the following specific arrangements pursuant to Articles 2, 3, 4, 5 and 6 of this Agreement:

1. Management legal Bodies–

Management legal bodies on the Taiwan side shall be intermediary bodies approved by the competent authorities, and management legal bodies on the Mainland side shall be fishing crew cooperation management companies approved by the competent authorities.

The Parties shall as soon as possible after the signing of this Agreement exchange and publicly announce the respective lists of management legal bodies.

2. Types of Contract (Agreement)

Cross-strait crew cooperation shall require the signing of the following contracts (agreements):

- (1) Crew cooperation contract (agreement) signed between management company and intermediary organization.
- (2) Crew dispatch contract (agreement) signed between management company and crew.
- (3) Crew contract (agreement) signed between shipowner and crew.
- (4) Crew commissioning contract (agreement) signed between intermediary bodies and shipowners.

3. Main Terms of the Contracts (Agreements) Concerned

(1) The main terms of crew cooperation contract (agreement) signed between management company and intermediary bodies shall be as follows:

- a. The name of the shipowner, the name of the vessel to be crewed, the region of its fishing operations, the duties of the crew to be hired, and the term limit of the contract (agreement).
- b. Conditions of crew qualification and matters requiring compliance.
- c. Standards for the amount and method of payment of crew wages; personal accident and medical insurance for crew; and division of responsibility for bearing crew travel expenses to and from ports on both sides and for return home.
- d. Basic rights and interests of crew and shipowner as guaranteed.
- e. Penalties for breach of contract by shipowner or crew.
- f. Attribution of liability to management company and crewman or intermediary bodies and shipowner to pay damages for loss caused to another party by willful or grossly negligent conduct for which the crewman or shipowner can be held accountable.
- g. Dispute mediation and handling of breach of contract (agreement).
- h. Other matters consulted and agreed between the Parties.

(2) The main content of crew contract (agreement) signed between shipowner and crewman shall be as follows:

- a. Name of shipowner, name and address of crewman, name of vessel to be crewed, the region of its fishing operations, the duties of the crewman to be hired, and the term-limit of the contract (agreement).
- b. Crew wages, personal accident and medical insurance, travel

expenses, and method of payment.

- c. Crew protection, right to rest and shelter from danger in temporary placement locations, food and accommodations, and welfare benefits provided to crew.
- d. Matters requiring compliance by crew.
- e. Welfare benefits provided by shipowner.
- f. Dispute mediation and handling of breach of contract (agreement).
- g. Other matters consulted and agreed between the Parties.

4. Inspection Papers

Offshore crew must have shipboard operations certification in hand to obtain local inspection passes; deep-sea crew must have seaman certification. During the transitional period in which pertinent arrangements are under discussion between the Parties, offshore crew may present shipboard operations certification or identification documentation to obtain local inspection passes.

5. Personal Accident and Medical Insurance for Crew

The Parties shall jointly decide on matters concerning personal accident and medical insurance for crew.

6. Procedure for Change of Vessel

The Parties agree to strictly prescribe matters concerning crew's reasonable change of vessel and unlawful change of vessel, with specifics of the relevant procedure to be decided by consultations between the Parties.

7. Shuttle Boats

The Parties agree that crew shuttle boats must comply with the technical and safety standards required for passenger vessels, and hold certification issued by the competent authorities in respect of the number of crew other than the boat's own crew permitted to be carried therein.

8. Offshore Crew Embarkation Ports

Offshore crew embarkation points on the Mainland side are: Fuzhou Pingtan Dong'ao, Xiamen Dongdu Tongyi, Zhangzhou Zhangpu Jiuzhen, Quanzhou Hui'an Chongwu, Putian Meizhou Gongxia, and Ningde Fuding Shacheng in Fujian Province; Zhoushan Shenjiamen and Wenzhou Xiaguan in Zhejiang Province.

Coastal embarkation ports may be adjusted according to need, with notification to the other Party.

9. Temporary Placement Locations

- (1) Taiwan's shore placement locations are: Nanfang'ao Fishing Port in Ilan County, Badouzi Fishing Port in Keelung City, Hsinchu Fishing Port in Hsinchu City, Wuqi Fishing Port in Taichung County, Qianzhen Fishing Port in Kaohsiung City, and Donggang Fishing Port in Pingtung County.
- (2) Taiwan's planned temporary placement area fishing ports are: Changtanli Fishing Port and Waimushan Fishing Port in Keelung City; Danshui 2nd Fishing Port, Fuji Fishing Port, Kuanggang Fishing Port, Yeliu Fishing Port, Dong'ao Fishing Port, Guikong Fishing Port, Wanli Fishing Port, Shen'ao Fishing Port, Bitou Fishing Port, Longdong Fishing Port and Aodi Fishing Port in Taipei

County; Yong'an Fishing Port in Taoyuan County; Boziliao Fishing Port in Yunlin County; Jiangjun Fishing Port in Tainan County; Anping Fishing Port in Tainan City; Xingda Fishing Port in Kaohsiung County; Fugang Qielan Fishing Port, Xin'gang Fishing Port, Dawu Fishing Port and Xiaogang Fishing Port in Taitung County; Hualien Fishing Port in Hualien County; Daxi Fishing Port, Dali Fishing Port, Shicheng Fishing Port, Wushi Fishing Port and Gengfang Fishing Port in Ilan County; Magong Fishing Port, Suogang Fishing Port, Tongpan Fishing Port, Shanshui Fishing Port, Longmen Fishing Port, Niaoyu Fishing Port, Zhuwan Fishing Port, Fenggui East Fishing Port, Tanmen Fishing Port, Qimei Fishing Port, Hujing Fishing Port, Nanbeiliao Fishing Port, Shagang Fishing Port, Chikan Fishing Port, Jibei Fishing Port, Hengjiao Fishing Port, Hejie Fishing Port, Xiaomen Fishing Port, Dachi Fishing Port, Chima Fishing Port, Nei'an North Fishing Port, Nei'an South Fishing Port, Wai'an Fishing Port, Jiangjun South Fishing Port, Dongyuping Fishing Port and Huayu Fishing Port in Penghu County; Dongyin Zhongzhu Port, Juguang Qingfan Fishing Port, Fu'ao Fishing Port and Beigan Hou'ao Fishing Port in Lianjiang County.

- (3) Inspection ports on Taiwan's side for first port entry of crew shall be: Nanfang'ao Fishing Port and Daxi 2nd Fishing Port in Ilan County; Badouzi Fishing Port in Keelung City; Danshui 2nd Fishing Port, Aodi Fishing Port, Yeliu Fishing Port, Kuanggang Fishing Port and Shen'ao Fishing Port in Taipei County; Yong'an Fishing Port in Taoyuan County; Hsinchu Fishing Port in Hsinchu City; Wuqi Fishing Port in Taichung County; Boziliao Fishing Port in Yunlin County; Jiangjun Fishing Port in Tainan County; Anping Fishing

Port in Tainan City; Xingda Fishing Port in Kaohsiung County; Kaohsiung 2nd Port in Kaohsiung City; Donggang Fishing Port in Pingtung County; Fugang Qielan Fishing Port and Xingang Fishing Port in Taitung County; Hualien Fishing Port in Hualien County; Magong Fishing Port, Tongpan Fishing Port, Longmen Fishing Port, Niaoyu Fishing Port, Tanmen Fishing Port, Qimei Fishing Port, Hujing Fishing Port, Xiaomen Fishing Port, Nei'an South Fishing Port, Wai'an Fishing Port, Jiangjun South Fishing Port, Dongyuping Fishing Port and Huayu Fishing Port in Penghu County; Dongyin Zhongzhu Port and Fu'ao Fishing Port in Lianjiang County.

Temporary placement locations may be adjusted according to need, with notification to the other Party.

10. Transitional Arrangements

After this Agreement is signed and takes effect, the Parties shall as promptly as possible exchange relevant regulations on management entity risk assurance systems, etc. The Taiwan side will be responsible for conducting registration of Mainland crew who are already working on coastal fishing boats in Taiwan, and for exchanging related information with the Mainland side. At the same time, Taiwan's shipowners shall arrange insurance as prescribed for Mainland crew who are already working on offshore fishing boats in Taiwan, and shall require such crew to return to the Mainland after the expiration of their contracts (agreements).