



# Fairtrade Standard for Hired Labour

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For further information and standards downloads:  
[www.fairtrade.net/standards.html](http://www.fairtrade.net/standards.html)



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## Introduction

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### Purpose

Fairtrade is a strategy that aims to promote sustainable development and to reduce poverty through fairer trade.

The purpose of the Fairtrade Standard for Hired Labour is to set the requirements that determine participation in the Fairtrade system that applies to workers, empowering them to combat poverty, strengthen their position and to take more control of their lives. The requirements ensure that employers pay decent wages, guarantee the right to join trade unions, and make certain that health, safety and environmental principles are adhered to.

The Fairtrade Standards also cover terms of trade. Most products have a Fairtrade Minimum Price, which is the minimum that must be paid to the producers. In addition producers get an additional sum, the Fairtrade Premium, to benefit workers and invest in their communities.

### References

When setting the Fairtrade Standards, Fairtrade International (FI) follows certain internationally recognized standards and conventions, in particular those of the International Labour Organization (ILO). Fairtrade has a rigorous standard operating procedure for setting Fairtrade standards, which can be found at [www.fairtrade.net](http://www.fairtrade.net). The FI procedure is designed in compliance with the [ISEAL Code of Good Practice](#) for Setting Social and Environmental Standards.

Fairtrade International requires that companies always abide by national legislation on topics covered by this standard, unless that legislation conflicts with internationally recognized standards and conventions, in which case the higher criteria prevail. However, if national legislation sets higher standards or ensures more favourable conditions for workers on an issue than Fairtrade International, then it prevails. The same applies to regional and sector-specific practices.

Fairtrade International promotes the rights of freedom of association and collective bargaining as the foundation of ensuring workers' rights, and considers independent and democratic trade unions the best means for achieving this.

### How to use this Standard

#### Scope

This Standard applies only to hired labour operations in the countries within the geographical scope found in Annex 1. The requirements in this Standard apply to all producing companies (farms, plantations, estates, manufacturers etc.) employing hired workers.

This Standard is the Fairtrade Standard for Hired Labour and your company must comply with it regardless of the product your company wants to certify. Fairtrade International also publishes specific standards for the product(s) that your company wants to certify and your company must also comply with those product standards.



## Chapters

The Fairtrade Standard for Hired Labour has five chapters: General Requirements, Social Development, Labour Conditions, Environmental Development and Trade.

- The **General Requirements** chapter sets the requirements related to the certification process and to the scope of the standard.
- The **Social Development** chapter consists of requirements that are unique to Fairtrade and is intended to lay the foundations for empowerment and development to take place.
- The requirements in the chapter on **Labour Conditions** are intended to ensure decent working conditions.
- The **Environmental Development** chapter requirements intend to make certain that agricultural and environmental practices contribute to a more sustainable production system.
- The requirements in the **Trade** chapter define what must be done when you produce Fairtrade products and then sell them.

## Structure

In each chapter and section of the Standard you will find:

- The **intent and scope** which introduces and describes the objective and defines the scope of application of that chapter or section.
- The **requirements** specify the rules that your company must adhere to. Your company will be audited according to these requirements.
- The **guidance** provided to help you to interpret the requirements. The guidance offers best practices, suggestions and examples of how to comply with the requirement. It also gives you further explanation on the requirement with the rationale and/or intention behind the requirement. Your company will not be audited against guidance.

## Requirements

In this Standard you will find two different types of requirements:

- **Core requirements** which reflect Fairtrade principles and all of which must be complied with. These are indicated with the term 'Core' found in the column on the left throughout the Standard.
- **Development requirements** which refer to the continuous improvements that you must make on average against a scoring system (also defining the minimum average thresholds) defined by the certification body. These are indicated with the term 'Dev' found in the column on the left throughout the Standard.

You are in compliance with the Fairtrade Standard for Hired Labour if your company fulfils all core requirements and reaches the minimum score on the development requirements as defined by the certification body. For more information on how your company will be audited against the core and development requirements please see the certification body's website, [www.flo-cert.net](http://www.flo-cert.net).

Each requirement is assigned a number (0, 1, 3 or 6). This number represents the number of years your company has until it is audited against the requirement. Note that some requirements may not apply to your company. For example, if your company has 25 or fewer workers, then it will not be audited against requirements applicable to companies with more than 25 workers. Or, for example, if your company does not use any pesticides, then it will not be audited against requirements related to pesticides. In such cases, the certification body will consider these requirements as non-applicable.



## Implementation

The certification body develops technical compliance criteria to be used during audits and for making certification decisions. These compliance criteria follow the wording and objectives of the requirements in this Standard.

Fairtrade International provides explanatory documents which contain further information related to this Standard. These documents can be found on the Fairtrade International website: [www.fairtrade.net](http://www.fairtrade.net). Your company will not be audited against the explanatory documents.

Senior management of the company is responsible for implementation of this Standard.

## Application

This version of the Hired Labour Standard was published on 10 August, 2015 and is applicable from 15 December, 2015. This version supersedes all previous versions and includes new and changed requirements. New requirements are identified in this Standard by the words “**NEW 2014**”.

Companies that start their certification on or after July 1, 2014 will need to comply with all applicable requirements. The timelines indicated in requirements refer to the number of years after first certification.

Companies that were certified before July 1, 2014 will need to comply with all applicable requirements following their regular certification cycle. However, there will be transition periods for complying with the “**NEW 2014**” requirements as defined by the certification body in the compliance criteria and following one audit cycle.

Requirements in the Environmental Development section identified as “**NEW 2011**” were implemented in July 1, 2011. Companies that were certified before July 1, 2011 have a remaining transition period for year 3 and year 6 requirements as defined by the certification body in the compliance criteria.

## Definitions

A comprehensive guide and additional Fairtrade terminology can be found in the Fair Trade Glossary online.

**Fairtrade Premium Committee (FPC) worker members** are workers who are democratically elected to the Fairtrade Premium Committee and carry out the specific tasks affiliated with the FPC.

**Migrant worker** is a person who moves from one area within her or his own country or across the borders to another country for employment. For purposes of interpreting requirements in this Standard, a migrant worker works for a limited period of time in the region that he/she has migrated to. Workers are not considered migrant after living one year or more in the region where they work, and if either a permanent position has been granted by the employer or legal permanent resident status has been granted.

**Multi-estates** are companies that depend on workers for their production and are composed of more than one plantation with independent administrations. A central management body is responsible for the labour conditions of the workers on all of the plantations. All requirements are applicable to all companies. There are some additional requirements applicable only to multi-estates as noted throughout the Standard.



**Non-regular work** is sporadic work that is considered to be outside of the core operations of the company.

**Regular work** refers to tasks that are steady in the cultivation of the Fairtrade crop and excludes all seasonal work.

**Seasonal worker** refers to a worker whose work by its character is dependent on seasonal conditions and is performed only during part of the year.

**Small company** is any company hiring 25 or fewer permanent workers. This number may vary depending on the country and industry and will be determined by the certification body. All requirements are applicable to all companies; however some requirements have been modified for small companies as noted throughout the Standard.

**Temporary worker** is a person who works at the company on a non-regular, short term basis. A temporary worker may be a seasonal worker.

**Trade union/elected worker representatives** are workers who are democratically elected to represent and defend the rights the workers in the company.

**Workers** are defined as all workers including migrant, temporary, seasonal, sub-contracted and permanent workers. Workers are waged employees, whether they are permanent or seasonal/temporary, migrant or local, subcontracted or directly employed. Workers include all hired personnel whether they work in the field, in processing sites, or in administration. The term is restricted to personnel that can be unionised and therefore middle and senior and other professionals are generally not considered workers.

### Monitoring of changes

Fairtrade International may amend Fairtrade Standards as explained in Fairtrade International’s Standard Operating Procedures, see [www.fairtrade.net/setting-the-standards.html](http://www.fairtrade.net/setting-the-standards.html). Fairtrade Standard requirements can be added, deleted, or changed. If you are Fairtrade certified, you are required to regularly check the Fairtrade International website for changes to the Standards.

Fairtrade certification ensures that you comply with Fairtrade Standards. Changes to Fairtrade Standards may change the requirements of Fairtrade certification. If you wish to be or are already Fairtrade certified, you are required to regularly check the compliance criteria and certification policies on the certification body’s website at [www.flo-cert.net](http://www.flo-cert.net).

### Change history

Version number	Date of publication	Changes
15.01.2014_v1.0	15.01.2014	Application of NSF structure. Reorganisation of chapters. Main changes from full review based on Fairtrade Hired Labour strategy available on the Fairtrade International website <a href="http://www.fairtrade.net/hired-labour-standards.html">www.fairtrade.net/hired-labour-standards.html</a>
15.01.2014_v1.0	15.07.2014	Change in geographical scope for seed cotton in China under the FSP model.
15.01.2014_v1.0	19.01.2015	Inclusion of the revised geographical scope policy.



15.01.2014_v1.1	31.08.2015	<p>Monitoring review of standard. Minor changes for clarity, guidance and to reduce redundancies. Amendment to 2.1.6, invoices for premium required; 2.1.17 major projects defined in standard.</p> <p>In line with SPO and CP, added requirement on contracts (5.3.4) and amended 5.3.2 on suspension rules.</p>
15.01.2014_v1.1	17.12.2015	<p>Timeline for revision of the PML Red and Amber lists extended to 2016. Date of application of Derogations for pesticides also extended to 2016.</p>
15.01.2014_v1.2	1.12.2016	<p>Indication that Fairtrade International has revised its materials list and related requirements. The revised list and requirements will apply as of 1 January 2018.</p>



# 1. General Requirements and Commitment to Fairtrade

**Intent and scope:** This chapter outlines the requirements that relate to certification and to the scope of the Standard and intends to provide the necessary framework for effective implementation of the Standard.

## 1.1 Certification

### 1.1.1 Accepting audits

<b>Core</b>	Your company <b>accepts</b> announced and unannounced audits of your premises and <b>contractually requires</b> subcontracted premises to also accept audits of their premises. You <b>provide</b> any information in relation to Fairtrade Standards at the request of the certification body.
<b>Year 0</b>	

### 1.1.2 **NEW 2014** Audit results shared with workers

<b>Core</b>	Your company <b>shares</b> audit results with workers following each audit in a format and language accessible to workers.
<b>Year 1</b>	
<b>Guidance:</b> As a best practice, worker representatives join the audit opening and end meeting in order to increase worker involvement and understanding in the process of compliance. Time should be allowed for representatives to be able to share final results of the audit report with all workers. This is an opportunity to discuss audit results with workers and generate ideas for compliance actions.	

### 1.1.3 **NEW 2014** Fairtrade International representative allowed to interact with workers

<b>Core</b>	Your company <b>allows</b> Fairtrade International representatives to interact with workers to discuss matters related to Fairtrade as needed.
<b>Year 0</b>	
<b>Guidance:</b> Fairtrade International representatives include Fairtrade liaison officers, representatives of producer networks and national Fairtrade organizations. These representatives should be able to convene with workers at their and/or at workers' request and in coordination with management. Regular work should not be disrupted.	

## 1.2 Commitment to Fairtrade

### 1.2.1 Fairtrade Officer

<b>Core</b>	Your company <b>appoints</b> a person responsible for Fairtrade matters, called the Fairtrade
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<b>Year 0</b>	<p>Officer, who reports to senior management and is responsible for the overall co-ordination of Fairtrade in your company and for handling all necessary Fairtrade related communications.</p> <p>The tasks of the Fairtrade Officer are to:</p> <ul style="list-style-type: none"> <li>• Act as a liaison between Fairtrade International, the certification body, workers and managers regarding Fairtrade matters;</li> <li>• Ensure the implementation and monitoring of the company’s performance regarding the Fairtrade requirements.</li> </ul> <p>The Fairtrade Officer <b>has</b> the relevant knowledge and experience to perform these tasks.</p>
<p><b>Guidance:</b> The Fairtrade Officer should be one of the management representatives on the Fairtrade Premium Committee (<a href="#">see 2.1.1</a>). The Fairtrade Officer activities lead to greater internal control and self-monitoring, which is more sustainable in the long-term. The Fairtrade Officer does not have to be hired exclusively to carry out these tasks and may have other duties and responsibilities within the company.</p> <p>In the case of multi-estates, the Fairtrade Officer is appointed at the head office and is responsible for all plantations under Fairtrade certification.</p>	

### 1.2.2 Mission statement

<b>Core</b>	Your company’s mission statement or policy <b>includes</b> statements on how continuous improvement of social and sustainable production practices is implemented in your company; and a statement on your commitment to achieve the aims and values of Fairtrade.
<b>Year 0</b>	
<p><b>Guidance:</b> Your company is expected to make positive social and economic contributions beyond legal obligations.</p>	

### 1.2.3 Resources to implement Fairtrade matters

<b>Core</b>	Your company <b>allocates time</b> during regular working hours and <b>provides</b> other resources that are necessary for the successful implementation of Fairtrade matters.
<b>Year 0</b>	<p>These resources <b>include</b>:</p> <ul style="list-style-type: none"> <li>• Time for regular meetings of the Fairtrade Premium Committee (FPC), trade union/elected worker representatives and other committees involved in Fairtrade;</li> <li>• Time for regular meetings of the FPC with workers;</li> <li>• Time for a general assembly of workers at least once a year;</li> <li>• Time for committee members and officers to perform their duties related to Fairtrade and relevant work;</li> <li>• Office space for meetings and space for the Fairtrade Premium Committee, trade union/elected worker representatives, and other committees involved in Fairtrade to keep equipment and files;</li> <li>• Other resources such as facilities, equipment, training, etc.;</li> <li>• Compensation for pieceworkers and other similarly compensated work for time spent on Fairtrade implementation.</li> </ul>
<p><b>Guidance:</b> Time allocated for meetings should be reasonable and agreed between management and workers. An example of time allocated for duties related to Fairtrade and relevant work may include meetings with FPC members from neighbouring companies to exchange experiences.</p>	



### 1.2.4 NEW 2014 Legal land tenure

<b>Core</b>	Your company <b>has</b> legal and legitimate right to land use and land tenure, and <b>respects</b> the land rights of local and indigenous peoples. Disputes on land are <b>resolved</b> responsibly and transparently before certification can be granted. In cases where land claims and disputes are on-going, there is <b>evidence</b> that a legal resolution process is active.
<b>Year 0</b>	
<p><b>Guidance:</b> Your company should be in full alignment with the <a href="#">ILO Convention C169</a> (Indigenous and Tribal Peoples Convention), Part II and the “<a href="#">Voluntary Guidelines on the Responsible Governance of Tenure</a>” as defined by the Committee on World Food Security-Food and Agricultural Organization (CFS-FAO) in May 2012 (<a href="http://www.fao.org/nr/tenure/voluntary-Guidelines/en/">www.fao.org/nr/tenure/voluntary-Guidelines/en/</a>)</p> <p>‘Legitimate right to land use’ means that all plantations under the same company name have appropriate official documentation demonstrating legal rights to the land and <b>are required</b> to show either:</p> <ol style="list-style-type: none"> <li>The absence of significant disputes on land use, tenure and access, or;</li> <li>The free, prior and informed consent of local communities regarding the land.</li> </ol>	

## 2. Social Development

**Intent and scope:** This chapter outlines the requirements that are unique to Fairtrade and intends to lay the foundations for empowerment and development to take place.

### 2.1 Management of Fairtrade Premium

**Intent and scope:** Fairtrade leads to the empowerment of workers and the sustainable social and economic development of workers and their communities.

The intent of this section is to ensure that the direct beneficiaries of Fairtrade, through the Fairtrade Premium in particular, are workers and their families and the communities they live in. This includes permanent, migrant, seasonal and temporary workers.

#### 2.1.1 Fairtrade Premium Committee

<b>Core</b>	A Fairtrade Premium Committee (FPC), with elected FPC worker members and appointed advisors from the management <b>is created</b> , with the purpose of managing the Fairtrade Premium (FP) for the benefits of all workers.
<b>Year 0</b>	
<p>The number of workers’ members in the Fairtrade Premium Committee <b>is significantly higher</b> than the number of management advisors.</p> <p>In the case of multi-estates <b>there are</b> FPCs at each affiliated plantation to the multi-estate. There may also be a central FPC at the head office.</p>	

#### 2.1.2 Fairtrade Premium Committees for multi-estates

<b>Core</b>	For multi-estates, the central structure <b>provides</b> the certification body with an overview of the
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<b>Year 1</b>	total Fairtrade Premium income of the company, the distribution of the Fairtrade Premium to the local Fairtrade Premium Committees, and an aggregated version of the individual Fairtrade Premium Plans.
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### 2.1.3 Existence of a legal body

<b>Core</b>	A formal legal body <b>exists</b> that is recognized by law and registered by a public entity which allows workers to be the sole owners and be the beneficiaries of the Fairtrade Premium. This
<b>Year 0</b>	body <b>is able</b> to own property, enter into legal contracts and have a bank account. This requirement does not apply when registration under national laws is prohibitive and/or no fixed assets are yet acquired.

**Guidance:** The Fairtrade Premium Committee acts as the administrator for this legal body. FPC members are managers of the Fairtrade Premium and represent all employees of the company who are the owners/beneficiaries of the Fairtrade Premium and any property acquired with the Fairtrade Premium.

Neither the company nor the members of the FPC as a group of people own the FP and the assets acquired with FP money. Without this officially constituted body there is a risk of appropriation of assets by individuals or interest groups.

### 2.1.4 Fairtrade Premium Committee terms of reference

<b>Core</b>	The Fairtrade Premium Committee <b>has</b> and <b>follows</b> terms of reference defining:
<b>Year 0</b>	<ul style="list-style-type: none"> <li>• The aims of the Committee;</li> <li>• The composition (who are the members);</li> <li>• How workers members of the Committee are elected;</li> <li>• Procedures of the committee determining at least terms of office, frequency of meetings, how decisions are made, criteria for selection of Fairtrade Premium projects, documentation, and which reports should be delivered, what happens to the Committee if company is decertified or dissolved;</li> <li>• Internal regulations, responsibilities, especially who is responsible for finances;</li> <li>• That all decisions on Fairtrade Premium use are approved by the annual general assembly (GA) of all workers;</li> <li>• The delegate system for the GA where applicable;</li> <li>• How the interests of migrant and seasonal/temporary workers are taken into account;</li> </ul> <p>In the case of multi-estates, <b>there is</b> a system for elected delegates to represent each affiliate plantation if a central FPC exists.</p> <p>The terms of reference <b>are approved</b> by the general assembly of workers and <b>made available</b> in appropriate languages to workers.</p>

**Guidance:** Decisions should be made through consensus – see explanatory document for guidance.



### 2.1.5 Establishment of a separate Fairtrade Premium bank account

<b>Core</b>	A separate Fairtrade Premium account <b>is established</b> and worker representatives from the Fairtrade Premium Committee, and a management representative, <b>are</b> joint signatories.
<b>Year 0</b>	
<p><b>Guidance:</b> 'Joint signatories' means that at least one representative for the workers and one management representative have to sign jointly. The FPC Terms of Reference can establish further requirements, e.g. 2 workers and 1 manager.</p> <p>It is recommended that the management representative who is a signatory is also an advisor to the FPC.</p> <p>In the cases of multi-estates there may be separate Fairtrade Premium accounts for each local (on-site) FPC or there may be a joint bank account.</p>	

### 2.1.6 **NEW 2014** Fairtrade Premium payment terms and invoicing

<b>Core</b>	Fairtrade Premium payments <b>are made</b> directly into the established Fairtrade Premium bank account(s). If under justified circumstances Fairtrade Premium is received by your company, then you <b>transfer</b> it to the Fairtrade Premium account(s) as soon as possible or in justified circumstances within 30 days from the date received.
<b>Year 0</b>	<p>Premium <b>is adequately invoiced</b> in a timely manner, and Premium receipts are monitored by the management representative on the FPC.</p> <p>For India only, this period may be extended with permission from the certification body.</p>
<p><b>Guidance:</b> A circumstance may be justified if it is preferred by the FPC or if there are legal restrictions to receiving money in a separate bank account for example. It is not justified if it is a matter of convenience to the company or trader.</p>	

### 2.1.7 Distribution of the Fairtrade Premium for multi-estates

<b>Core</b>	For multi-estates, the distribution principles of the Fairtrade Premium are <b>transparent</b> and <b>documented</b> in the internal regulations of the local Fairtrade Premium Committees. The distribution of Fairtrade Premium funds may be based on volumes sold or number of workers represented by the local Fairtrade Premium Committee.
<b>Year 1</b>	

### 2.1.8 **NEW 2014** Provisions in case of decertification or dissolution

<b>Core</b>	Upon establishment of the Fairtrade Premium account, your company <b>signs</b> a legally binding agreement with the legal body registered to manage Fairtrade Premium ( <a href="#">see 2.1.3</a> ) that states that in case your company is decertified or dissolved, the balance of the Fairtrade Premium account <b>is made available</b> to the Fairtrade Premium Committee and <b>is used</b> for the on-going and planned Fairtrade Premium projects or <b>is distributed</b> among the workers within 3 months after decertification or dissolution in accordance with the laws governing the legal body.
<b>Year 1</b>	

### 2.1.9 Democratic election of Fairtrade Premium Committee worker members

<b>Core</b>	All worker members on the Fairtrade Premium Committee (FPC) <b>are democratically elected</b> by workers. This process <b>is in line</b> with the terms of reference and properly documented.
<b>Year 0</b>	Management advisors <b>are appointed</b> by management.



**Guidance:** All workers, regardless of nationality or residency status, including seasonal/temporary and migrant workers, are able to participate in the election of and can be nominated to the FPC. Worker members of the FPC can at any time invite external support (including union representatives) to assist in the election process and in the meetings of the FPC. If migrant or seasonal/temporary workers cannot practically be present for all meetings, then (an) elected permanent worker(s) may be chosen to represent their interests.

### 2.1.10 Representative composition of the Fairtrade Premium Committee

<b>Dev</b>	The composition of the Fairtrade Premium Committee <b>reflects</b> the composition of the workforce, taking into account gender, work areas, community membership, union membership, and where applicable, migrant, temporary/seasonal and subcontracted workers.
<b>Year 3</b>	

**Guidance:** With regard to the composition of the FPC, a fair gender representation and fair representation of the different interest groups, for example migrant or temporary workers, is crucial in order to manage the Fairtrade Premium in a way that benefits all workers without discrimination. 'Fair' should be understood to mean proportional, if possible.

If seasonal/temporary workers cannot practically be present for meetings, then an elected permanent worker could be chosen to represent their interests.

### 2.1.11 Regular Fairtrade Premium Committee meetings

<b>Core</b>	The Fairtrade Premium Committee <b>meets</b> regularly during working hours. Minutes of the meetings <b>are taken</b> .
<b>Year 0</b>	

**Guidance:** Frequency of meetings can take place once a month, once every 3 months, or twice a year, depending on amounts and flow of Fairtrade Premium received.

### 2.1.12 Reporting on Fairtrade Premium

<b>Core</b>	Your company <b>gives</b> information on the current Fairtrade sales to cross check against the Fairtrade Premium received at Fairtrade Premium Committee meetings. This <b>is reflected</b> in the minutes together with the current Fairtrade Premium balance.  All relevant books of the Fairtrade Premium account <b>are available</b> to all FPC members and the certification body. Your company <b>can prove</b> that the Fairtrade Premium is used in line with applicable rules ( <a href="#">see 2.1.19</a> ).
<b>Year 0</b>	

**Guidance:** High volume receipts are reported to FPC members without delay in between meetings. FPC members are made aware of commissions or other charges for the use of any bank accounts or trusts.

A designated internal auditing committee is a best practice for checking relevant books of the Fairtrade Premium account. More details are provided in the Explanatory Document to this Standard.



### 2.1.13 Participation of management in the Fairtrade Premium Committee

<b>Core</b>	Management <b>participates</b> actively and responsibly in the Fairtrade Premium Committee through its advisors and <b>assists</b> and <b>supports</b> the workers in the administration of the Fairtrade Premium.
<b>Year 0</b>	Management advisors to the FPC have a nonvoting advisory role. They have the right to block expenditure that would violate rules for Fairtrade Premium use, if proposed Fairtrade Premium use is illegal, or if it has a demonstrable negative structural, financial or social impact on the company.
<p><b>Guidance:</b> Active and responsible participation of management means:</p> <ul style="list-style-type: none"> <li>• The management selects the advisors for the FPC;</li> <li>• Management FPC advisors attend the meetings regularly;</li> <li>• Management FPC advisors should facilitate but not lead the process and guide, assist, and support the workers, by sharing their know-how, experience and connections without imposing their views.</li> </ul>	

### 2.1.14 Fairtrade Premium Committee consultations with workers

<b>Dev</b>	The Fairtrade Premium Committee <b>meets</b> and <b>consults</b> with the workers to understand workers' needs and to discuss project ideas regularly.
<b>Year 3</b>	These information and consultation meetings <b>are held</b> during working hours and according to a meeting schedule previously approved by the management, but do not necessarily have to be held during a general assembly of all workers.  The results of these meetings <b>are recorded</b> .
<p><b>Guidance:</b> The needs of all types of workers are to be considered. In the case of migrant and temporary workers, a needs assessment of their home community should be considered to determine how best they can benefit from the Fairtrade Premium.</p>	

### 2.1.15 Fairtrade Premium plan

<b>Core</b>	The Fairtrade Premium Committee, as a result of the consultation with workers, <b>prepares</b> a yearly Fairtrade Premium plan that <b>takes into account</b> the needs of all the various groups of workers.
<b>Year 1</b>	<p>The Fairtrade Premium plan <b>contains</b> a reasonable budget based on expected Fairtrade Premium income, which sets priorities for Fairtrade Premium use. In the course of the year the plan <b>is adjusted</b> if the Fairtrade Premium earnings are higher/lower than expected.</p> <p>The description of each project <b>includes</b>:</p> <ul style="list-style-type: none"> <li>• Purpose and objectives;</li> <li>• Target group(s)/beneficiaries (e.g. men, women or all workers, migrant and temporary workers, family members; community);</li> <li>• Activities;</li> <li>• Roles and responsibilities;</li> <li>• Project budget (total / annual);</li> <li>• Project start and end date;</li> <li>• How the project will be monitored;</li> </ul>



- Date of approval of project by GA.

**Guidance:** The needs of all groups (e.g. including migrant and seasonal/temporary workers, women and men etc.) should be taken into account as far as possible, and the Fairtrade Premium Committee determines the best use for the Fairtrade Premium. Tools to select projects can include needs assessments, setting of priorities, feasibility studies and cost analysis. Further guidance can be found in the Explanatory Document to this Standard for the FPC.

### 2.1.16 Annual general assembly held by the Fairtrade Premium Committee

<b>Core</b>	Your company <b>ensures</b> that the Fairtrade Premium Committee leads a general assembly (GA) of all workers at least once a year. The purpose of the GA is to report on ( <a href="#">see 2.1.18</a> ) and democratically approve the Fairtrade Premium plan (2.1.15).
<b>Year 1</b>	

**Guidance:** It is possible that the Fairtrade Premium Plan may need to be changed in between GA meetings. This might be necessary in situations where, for example, more or less Fairtrade Premium money was received than planned, or where members or the community are affected by an unexpected event and workers wish to respond. If this happens, the FPC will need to document the decisions to make the changes, and explain the changes and get ratification from the GA of workers retrospectively. The GA should be held during the time of year when the majority of the workforce is present. A delegate system can be put in place where appropriate to ensure representation of all workers in the case of a large workforce, as defined in the terms of reference of the FPC ([see 2.1.4](#)).

### 2.1.17 **NEW 2014** Responsible administering of premium funds

<b>Core</b>	The Fairtrade Premium Committee <b>administers</b> the premium funds responsibly; therefore a risk assessment <b>is undertaken</b> for all major projects and <b>reported</b> on at the GA. Major projects include: any cash distribution of Premium; any loan to management any investment that is more than 50% of total annual Premium income or exceeds 15,000 EUR (or equivalent in local currency), whichever is lower. Such loans and investments <b>are to be carried out</b> with all necessary formalities and guarantees.
<b>Year 1</b>	

**Guidance:** The explanatory document to this standard provides sample guidance on how to carry out simple risk assessments. Training on risk assessments is also recommended and may be provided by Fairtrade International representatives or by a 3rd party at the request of the FPC or management. Risk assessments may need to be undertaken by an independent third party if the FPC does not have the qualifications to do so and can be arranged by the management at the request of the FPC.

### 2.1.18 Monitoring and reporting on Fairtrade Premium activities

<b>Core</b>	The Fairtrade Premium Committee <b>monitors</b> and <b>reports</b> annually on the activities carried out with Fairtrade Premium money and on the progress of existing projects to the general assembly of workers. The report <b>is documented</b> and <b>includes</b> at least the following information:
<b>Year 1</b>	<ul style="list-style-type: none"> <li>• Details on overall Fairtrade Premium income received, expenditures and balance;</li> <li>• A description of each project that is planned, on-going, concluded within the last reporting cycle;</li> <li>• Were the activities carried out, yes or no? If not, why?</li> <li>• When were they carried out?</li> <li>• At what cost?</li> <li>• Was the objective achieved or are any further actions needed?</li> </ul>



**Guidance:** The intention of this requirement is that the FPC is accountable to the workers on the Fairtrade Premium plan, and the success of the plan can be evaluated. The report should be compiled based on the regular monitoring and evaluation of the Fairtrade Premium projects.

### 2.1.19 Purpose of the Fairtrade Premium

<b>Core</b>	The Fairtrade Premium <b>benefits</b> workers, their families and their communities through Fairtrade Premium projects that address their needs and preferences as decided and adequately justified by workers.
<b>Year 0</b>	<p>The Fairtrade Premium <b>is not used</b>:</p> <ul style="list-style-type: none"> <li>• To meet any expenditure for which the company is legally responsible (e.g. health and safety requirements);</li> <li>• To replace existing social and environmental expenditures of the company</li> <li>• To cover the running costs of the company;</li> <li>• For costs of compliance with the requirements of this Standard or associated Fairtrade product Standards unless stated differently;</li> <li>• To be involved in any activity which is illegal or could jeopardize the business or certification of the company or have a demonstrable negative structural, financial or social impact on the company;</li> <li>• As salary supplements to individual workers.</li> </ul>
<b>Guidance:</b> Projects that involve individual disbursements of non-consumable goods are allowable when these are accessible to all workers equally. These are not payments to workers that can be seen as salary supplements.	

### 2.1.20 **NEW 2014** Optional distribution of Fairtrade Premium to workers

<b>Core</b>	If workers so choose, up to 20%, and in exceptional circumstances up to 50%, of Fairtrade Premium money per year can be distributed equitably amongst all workers in cash as a Fairtrade bonus.
<b>Year 0</b>	In the case that workers choose the option to distribute some Fairtrade Premium money in cash to workers, the Fairtrade Premium Committee <b>consults</b> with trade union/workers' representatives to ensure that the collective bargaining process is not undermined.
<p><b>Guidance:</b> As with all Fairtrade Premium expenditures, cash distribution must satisfy requirement 2.1.19, be presented in the Fairtrade Premium plan (2.1.15), be democratically approved in a general assembly of workers (2.1.16), and be allowable under national legislation. Cash distribution is considered a major project and requires a risk assessment to be presented at the GA (2.1.17).</p> <p>Equitable distribution means that any cash distribution made should be done at least in accordance to time worked, but it is encouraged to consider distributing cash on a needs basis, supporting those who have less security and higher needs. Cash disbursement of Premium money to temporary and seasonal workers is at least proportionate to the days worked in the year the Premium was received.</p> <p>The intention of the 20% limitation is to prevent that Fairtrade Premium is used to supplement regular wages, which can potentially undermine collective bargaining processes. The percentage of cash distribution may be increased to up to 50% of total Fairtrade Premium <u>under exceptional circumstances only</u>, such as where there is a majority of migrant workers in the work force that cannot benefit from Fairtrade Premium projects or in case of an emergency situation or other exceptional situation. In these cases exception requests are submitted to and approved by the certification body before any additional cash distribution can take place.</p> <p>The FPC may already include trade union/elected workers' representatives involved in the bargaining process and therefore may</p>	





not need to consult outside the Fairtrade Premium Committee.

## 2.2 Capacity Building

**Intent and scope:** The intent of this section is that workers at all levels in your company are aware of the benefits of Fairtrade and of the commitment that is required by your company to engage in Fairtrade. Additionally, this section intends to ensure the support of workers through the strengthening of their individual skills, competencies and abilities.

### 2.2.1 Raising awareness about Fairtrade

<b>Core</b>	Your company <b>raises awareness</b> about Fairtrade at all levels to ensure that workers understand the benefits of Fairtrade, in particular:
<b>Year 1</b>	<ul style="list-style-type: none"> <li>• The benefits of the Fairtrade Premium;</li> <li>• The different functions, duties and positions of the Fairtrade Premium Committee, other Fairtrade related committees, and trade union/elected worker representatives.</li> </ul> <p>Your company <b>ensures</b> that the management at all levels, including supervisors, understands the implications of Fairtrade for the company’s operations (e.g. time needed for meetings during working hours).</p>
<p><b>Guidance:</b> ‘All levels’ includes senior and middle management, supervisors, workers including migrant and temporary workers and their representatives (e.g. unions, committees).</p> <p>Management and supervisors that have been recruited from outside the company have to be specifically trained in Fairtrade upon their employment.</p> <p>The local point of contact can support training on workers’ rights and duties (<a href="#">see 3.4.2</a>).</p>	

### 2.2.2 Explaining the purpose of the Fairtrade Premium and Committee to workers

<b>Core</b>	Your company <b>explains</b> to workers the purpose of the Fairtrade Premium (requirement 2.1.19) and the role of the FPC before the workers are given the opportunity to nominate their worker members for election.
<b>Year 0</b>	

### 2.2.3 Training Fairtrade Premium Committee worker members

<b>Core</b>	Your company <b>provides training</b> for Fairtrade Premium Committee worker members in order to ensure that they can carry out their functions. This training takes place partly during work time and <b>is repeated</b> for each newly elected or appointed representative.
<b>Year 0</b>	
<p><b>Guidance:</b> Training for the FPC should start during the pre-certification process if possible, in order to prepare members to work with Fairtrade Premium flow that may be generated soon after certification. Training on participatory project planning and financial management are considered fundamental for carrying out FPC functions properly. Fairtrade producer services teams can provide guidance and training.</p> <p>A help-desk for new FPC members where current and/or former members offer support and training is recommended.</p>	



### 2.2.4 Training trade union/elected worker representatives

<b>Dev</b>	Trade union/elected worker representatives are <b>trained</b> on labour legislation and negotiation skills.
<b>Year 3</b>	Training <b>takes place</b> during working hours and on an annual basis.  Your company <b>records</b> all training activities. Records <b>include</b> information on topics, time, duration, names of attendees and trainers.
<b>Guidance:</b> Training for workers is essential in order to achieve empowerment. Training can be provided by trade unions, Fairtrade International or other relevant external organizations.	

### 2.2.5 Professional development opportunities for workers and staff

<b>Dev</b>	Your company <b>provides opportunities</b> to workers and staff to develop their skills and qualifications whenever feasible.
<b>Year 3</b>	
<b>Guidance:</b> Trainings and other employee development programmes should focus on improving the position of all groups in the workforce.	

### 2.2.6 Empowerment of women

<b>Dev</b>	Your company <b>gives</b> special attention to the empowerment of women by means of adequate training, capacity building, guidance, encouragement and assistance as necessary.
<b>Year 3</b>	

### 2.2.7 Equity in the workplace

<b>Dev</b>	Your company <b>undertakes</b> activities to achieve equity in the workplace. This includes specifically addressing the employment and promotion of suitably qualified people from disadvantaged and minority groups.
<b>Year 3</b>	
<b>Guidance:</b> 'Equity' means fairness or justice in the way people are treated. The aim of this requirement is to eliminate employment barriers for disadvantaged people such as persons with disabilities and members of minority groups. Disadvantaged or minority groups include people who are discriminated against because of their ability, religion, gender, race, age, class, sexual orientation or similar and who have little or no means of influence in matters affecting them, the community at large and/or employment place. This can include religious minorities, people who cannot read or write, persons with disabilities, children, youth, women, migrants, people of colour, gay, lesbian or transgender people.  Examples of activities to support an equitable workplace include: education and professional training for women or other disadvantaged people or minority groups, in order to qualify them to take up more advanced positions; policies and practices to ensure that barriers are eliminated; appropriate representation of all groups in the workforce at all levels.	

### 2.2.8 Access to primary education for workers' children

<b>Core</b>	Your company <b>ensures access</b> to primary education for the children of all permanent resident workers.
<b>Year 1</b>	
<b>Guidance:</b> 'Access' means either suitable facilities with qualified teachers on-site, or transportation that enables children to reach schools provided by the government. The distance to school may not put children at risk of protection and safety.	



### 2.2.9 Improving the education of workers' children

<b>Dev</b>	Your company <b>implements measures</b> to improve the education of all workers' children, including children of migrant and temporary/seasonal workers.
<b>Year 3</b>	

### 2.2.10 Support for workers regarding crèche facilities

<b>Dev</b>	Your company <b>provides support</b> for crèche facilities for your workers' children either inside or outside your premises.
<b>Year 6</b>	

## 3. Labour Conditions

**Intent and scope:** This section intends to ensure decent working conditions. Fairtrade International regards the [1998 ILO Declaration on Fundamental Principles and Rights at Work](#), as well as all other applicable ILO Conventions as references for decent working conditions.

If your company has a completely separate business unrelated to Fairtrade production, then the requirements in this section do not apply to that business. Nevertheless Fairtrade International expects that all your operations unrelated to Fairtrade are also conducted in a way that upholds national law, including international human rights treaties ratified by your government. Therefore, if Fairtrade International identifies or receives information on any violation of rights of children or vulnerable adults, this will trigger Fairtrade's internal protection procedures that include reporting to relevant national protection bodies.

### 3.1 Freedom from Discrimination

**Intent and scope:** This section intends to prevent discrimination in general against all workers based on [ILO Convention C111](#) (Discrimination (Employment and Occupation) Convention) and [C110](#) (Plantations Convention); and to ensure the fair treatment of migrant workers based on the ILO Conventions [C97](#) (Migration for Employment Convention) and [C143](#) (Migrant Workers (Supplementary Provisions Convention)).

Discrimination is making an unfair distinction in the treatment of one person over another on grounds that are not related to ability or merit.

#### 3.1.1 No discrimination

<b>Core</b>	Your company <b>does not discriminate, support or tolerate discrimination</b> on the basis of race, colour, gender, sexual orientation, disability, marital status, HIV/AIDS status, age, religion, political opinion, union or workers' representative bodies, national extraction or social origin, or any other condition in recruitment, promotion, access to training, remuneration, allocation of work, termination of employment, retirement, general treatment in the workplace or other activities.
<b>Year 0</b>	



**Guidance:** Where discrimination is endemic within a sector or region, the company is expected to take action towards removing it in policy and practice.

### 3.1.2 No tests for pregnancy, HIV/AIDS or genetic disorders

<b>Core</b>	During recruitment of workers your company <b>does not test</b> for pregnancy, HIV/AIDS or genetic disorders.
<b>Year 0</b>	

### 3.1.3 No abuse of any kind

<b>Core</b>	Your company <b>does not</b> directly or indirectly <b>engage in, support or tolerate</b> the use of corporal punishment, mental or physical coercion, bullying, harassment or abuse of any kind.
<b>Year 0</b>	

### 3.1.4 Policy on disciplinary measures

<b>Core</b>	Your company <b>establishes</b> and <b>implements</b> a policy that clearly outlines fair and appropriate disciplinary measures and <b>ensures</b> that workers are aware of this policy. The policy <b>is in line</b> with the principle of non-discrimination.
<b>Year 1</b>	

**Guidance:** A clear policy can prevent improper disciplinary practice.

### 3.1.5 No tolerance of sexual harassment

<b>Core</b>	Your company <b>does not</b> directly or indirectly <b>tolerate</b> behaviour, including gestures, language, and physical contact that is sexually intimidating, abusive or exploitative. This applies to management and workers alike.
<b>Year 0</b>	

### 3.1.6 Sexual harassment policy

<b>Core</b>	Your company <b>establishes</b> and implements a policy that clearly prohibits sexual harassment. Workers are <b>aware</b> of this policy and its contents.
<b>Year 0</b>	

**Guidance:** [See requirement 3.5.27](#) on procedure for grievances about sexual harassment.

### 3.1.7 No repercussions for grievance procedures

<b>Core</b>	Your company <b>does not discipline, dismiss or discriminate</b> in any way against workers for using any grievance procedure ( <a href="#">see 3.5.27</a> on grievance procedure).
<b>Year 0</b>	

### 3.1.8 Records of terminated contracts

<b>Core</b>	Your company <b>keeps</b> a record of all terminated contracts. These records <b>include</b> the reason for termination and <b>indicate</b> if workers are members of a trade union or are elected worker representatives.
<b>Year 3</b>	



### 3.2 Freedom from forced and compulsory labour

**Intent and scope:** This section intends to prevent forced or bonded labour, including trafficking and sexual exploitation based on ILO Conventions [C29](#) (Forced Labour Convention) and [C105](#) (Abolition of Forced Labour Convention) and Protocol [029](#) (Trafficking in persons).

#### 3.2.1 No forced labour

<b>Core</b>	Your company <b>does not</b> directly or indirectly <b>engage in, support or tolerate</b> forced labour, including bonded or involuntary prison labour.
<b>Year 0</b>	You must explain this to all workers.
<p><b>Guidance:</b> “Forced or compulsory labour shall mean all work or service which is exacted from any person under the menace of any penalty and for which the said person has not offered himself voluntarily” (C29 Article 2). If you demand unreasonable notice period for termination of the contract of employment, it is also considered forced labour.</p> <p>Slavery, misuse of prison labour, forced recruitment, debt bondage, human trafficking for labour and/or sexual exploitation are some examples of forced labour. It is considered forced labour if the company retains any part of the workers’ salary, benefits, property or documents or requires financial deposits/financial guarantees in order to force them to remain in your employment. If your company requires or forces workers to remain in employment against their will using any physical or psychological measure this is considered forced labour. If you demand unreasonable notice period for the termination of the contract of employment it is also considered forced labour. The term ‘bonded labour’ or “debt bondage” includes all loans from a company to a worker of excessive amounts and/or with unreasonable and/ or unjust terms and conditions for repayment, where the worker and/or their families are held to pay off the loan through their labour against their will.</p>	

#### 3.2.2 Freedom for spouses

<b>Core</b>	Your company <b>does not make</b> the employment of a worker or an offer of housing conditional on the employment of their spouse. Spouses have the right to work elsewhere.
<b>Year 0</b>	
<p><b>Guidance:</b> This also applies if housing is provided to the worker and his/her family.</p>	

### 3.3 Child Labour and Child protection

**Intent and Scope:** This section intends to prevent labour that is damaging to children based on [ILO Convention C182](#) (Worst Forms of Child Labour Convention) and on [ILO Convention C138](#) (Minimum Age Convention).

#### 3.3.1 No children under 15 employed

<b>Core</b>	Your company <b>does not employ</b> children under the age of 15 or under the age defined by local law, whichever is higher.
<b>Year 0</b>	
<p><b>Guidance:</b> The minimum age requirement also applies to children who are employed indirectly by your company, for example when children of permanent, migrant, and/or seasonal/temporary workers are working with their parents in company fields. If the age of a child is unknown, all efforts shall be made to identify the age following child rights guidelines.</p> <p>In all circumstances child rights should be given primary consideration, as reflected in the guiding principles of the UN Convention of the Rights of the Child (UNCRC), especially when related to protection. For instance, in the case of child-headed households where all members of the house-hold are below the age of 18 years, a child’s right approach should be used to interpret these requirements, giving priority to the best interest of the child.</p>	



### 3.3.2 No dangerous or exploitative work for children under 18

<b>Core</b>	Your company <b>does not</b> directly or indirectly <b>submit</b> workers less than 18 years of age to <b>any type of work</b> which puts their health, safety or morals and their school attendance at risk.
<b>Year 0</b>	
<b>Guidance:</b> Examples of work that is potentially damaging includes work that takes place in an unhealthy environment, involves excessively long working hours, night work, the handling or any exposure to toxic chemicals, work at dangerous heights, and operation of dangerous equipment.	

### 3.3.3 Child Labour policy

<b>Core</b>	Your company <b>establishes</b> and <b>implements</b> a Child Labour Policy, including, a clear statement against child labour and a clear commitment to adopting a child rights' approach to protecting and remediating impacted children.
<b>Year 0</b>	

### 3.3.4 Child Labour remediation policy

<b>Core</b>	If in the past your company has employed children under 15 years for any type of work, or children under 18 years were engaged in dangerous and exploitative work, your company <b>ensures</b> that those children do not enter or are at risk of entering into even worse forms of labour, including hazardous work, slave-like practices, recruitment into armed conflict, sex work, trafficking for labour purposes, and/or illicit activities.
<b>Year 0</b>	Your company <b>develops</b> a rights based remediation policy and program within a UN Convention on the Rights of the Child (CRC) protective framework that covers how to withdraw the children and how to prevent that they enter into worse forms of labour. This program should include remediation projects to ensure the immediate and continued protection of children. These projects can include expert partner organizations, preferably local.
<b>Guidance:</b> A UN CRC protective framework means that the best interest of the child is always the top priority, that their right to survival and development is respected, that you apply them to all children without discrimination, that the views of the child are heard and respected, and at all moments they are protected from violence. When the worst forms of child labour are detected, increased well-being of children and young people in Fairtrade communities should be made a priority for the company. If you choose to partner with Fairtrade and/or its child rights partner in safe withdrawal regarding the unconditional worst forms of child labour you will need a signed Child Protection Policy and Procedure that demonstrates a commitment to adopting a child rights' approach to protecting impacted children. You and your relevant staff will need to be trained on child rights methodologies and the Fairtrade Officer or another representative from senior management should be responsible for the development, ratification, implementation, and evaluation of this Child Protection Policy and Policy and Program and related actions.	

### 3.3.5 Prevention of child labour

<b>Dev</b>	If there is a risk of child labour in your company, you <b>implement</b> relevant procedures to prevent children below the age of 15 from being employed for any work and children below the age of 18 from being employed in dangerous and exploitative work.
<b>Year 3</b>	
<b>Guidance:</b> Relevant procedures can be keeping records of all workers stating their age, gender, identification papers, migratory status and other relevant data. You company is encouraged to implement a youth inclusive community based monitoring and remediation on child labour on an	



on-going basis. This would include:

- Identifying children in or at risk of being employed in child labour;
- Reporting on the status of the identified children on a regular basis;
- Measuring the progress made in safely withdrawing and preventing children from being engaged in child labour;
- Avoiding that children withdrawn from labour situations are substituted by other children.

For suggestions on how to establish a youth inclusive community based monitoring and remediation on child labour, please request Fairtrade's information and training materials on this from producer support team.

### 3.4 Freedom of Association and Collective Bargaining

**Intent and scope:** This section intends to protect workers against discrimination when exercising their human rights to organize and to bargain their working conditions collectively, based on [ILO Conventions C87](#) (Freedom of Association and Protection of the Right to Organize Convention), [C98](#) (Right to Organize and Collective Bargaining Convention), [C135](#) (Workers' Representatives Convention), [ILO Convention C141](#) (Rural Workers' Organisations Conventions) and [ILO Recommendation R143](#) (Workers' Representatives Recommendation). Companies are expected to fulfil their responsibilities to respect these human rights even where the state does not protect them.

Fairtrade International promotes the rights of freedom of association and collective bargaining and considers independent and democratic trade unions the best means for achieving this.

#### 3.4.1 No discrimination of union representatives

<b>Core</b>	Your company <b>does not punish, threaten, intimidate, harass or bribe</b> union members or representatives, <b>nor discriminate</b> against workers for their past or present union membership or activities, and <b>does not base their hiring</b> on not joining or giving up their union membership.
<b>Year 0</b>	
<b>Guidance:</b> Examples of punishment include terminating, transferring, relocating, downgrading or demoting workers, denying them the opportunity to work overtime, reducing their wages, benefits, or opportunities for vocational training, or changing their conditions of work. Further, employers do not offer workers incentives to refrain from joining a union or engaging in union activities.	

#### 3.4.2 Guaranteeing workers' labour rights

<b>Core</b>	Your company:
<b>Year 0</b>	<ul style="list-style-type: none"> <li>• <b>Respects</b> the right of all workers to form or join trade unions;</li> <li>• <b>Respects</b> the right of workers to bargain collectively in practice;</li> <li>• <b>Does not</b> engage in any acts of anti-union discrimination or in any acts of interference;</li> <li>• <b>Does not</b> deny access rights for trade unions;</li> <li>• <b>Accepts</b> that it has a duty to bargain in good faith with unions;</li> <li>• <b>Informs</b> the workforce about the local point of contact and posts relevant contact information in the workplace for workers to see and understand, if no legally recognized collective bargaining agreement is in place.</li> </ul> <p>Your company <b>does not deny</b> these rights in practice, and your company <b>has not opposed</b> any of these rights in the last 2 years prior to application for certification.</p>
<b>Guidance:</b> If there has been any opposition to these rights within two years prior to application for certification, your company will	



not qualify for certification unless you can demonstrate that the circumstances have changed substantially, for example a change of management responsible for prior violations and a full remediation of violations committed.

The local point of contact designated by Fairtrade International, and agreed by the regional Producer Network, is intended to support workers in knowing and understanding their rights, and can support workers to establish and operate trade unions. This contact point will be made available by Fairtrade producer support.

### 3.4.3 **NEW 2014** Freedom of Association protocol

<b>Core</b>	Your company <b>actively accepts</b> the conditions in requirement 3.4.2 <b>by signing</b> the Freedom of Association protocol provided by Fairtrade International in Annex 3 to this Standard.
<b>Year 0</b>	In case the ownership or senior management of a company changes, the FoA protocol <b>is</b> signed by the new owners/management within 3 months.

### 3.4.4 **NEW 2014** Communicating Freedom of Association rights to workers

<b>Core</b>	Workers' right to unionise guarantee, which is included in the Freedom of Association protocol, <b>is communicated</b> to workers by at least:
<b>Year 0</b>	<ul style="list-style-type: none"> <li>• Translating it into the appropriate languages</li> <li>• Displaying it publically in the workplace.</li> </ul>

**Guidance:** This requirement enables your company to ensure workers' Freedom of Association rights are clearly communicated and understood by all employees. This demonstrates your company's commitment to adopting an open and positive attitude to workers organizing themselves.

### 3.4.5 **NEW 2014** Allowing trade union representatives to meet with workers

<b>Core</b>	Whether there is a trade union in presence or not, your company <b>allows</b> representatives of trade union organizations that represent workers in the sector or region to meet with workers on company premises in order to communicate about unionisation and/or to carry out their representative functions at an agreed time and place. Workers may also choose to meet with these trade union representatives at any other location. Times and locations of these agreed meetings <b>are reasonable</b> and management <b>does not interfere</b> in any way with, or conduct any surveillance of these meetings.
<b>Year 0</b>	Where workers are not included in a collective bargaining relationship, the certification body will determine whether there was any intimidation or coercion involved in this decision.

**Guidance:** A trade union is a permanent organization established to represent workers, including through collective bargaining over the terms and conditions of their work. The legitimacy of a trade union is determined by the extent that it is independent and controlled by its members.

Workers should always be allowed to attend union meetings during scheduled breaks and outside of working time. Workers may also choose to meet with these trade union representatives at any location.

The local point of contact designated by Fairtrade International can support workers and facilitate meetings between workers and trade unions ([see 3.4.2](#)).

### 3.4.6 Trade union or independent workers' organization on site

<b>Core</b>	There <b>is</b> some form of democratically elected and independent workers' organization
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<b>Year 0</b>	<p>established to represent workers in the company and negotiate with management.</p> <p>Workers <b>take</b> the initiative themselves and <b>are allowed</b> to organize independently of management. Management is expected to provide the opportunity to workers to organize, but they <b>do not interfere</b> in the process nor directly or indirectly conduct elections related to the formation, recognition or governance of this organization.</p> <p>Your company <b>respects</b> the self-organization of workers by engaging with representatives of these organizations through regular dialogue.</p>
<p><b>Guidance:</b> If workers wish to establish a trade union in the workplace, the company is expected to provide the necessary support to help further the capacity of those workers wishing to do so. Those workers will be afforded, within reason, paid time off to attend those capacity building activities. See requirement 1.2.3 on allocation of resources and time for such activities. The local point of contact can support workers to organize and enter a process of collective bargaining (<a href="#">see 3.4.2</a>).</p>	

### 3.4.7 No interference with workers' Freedom of Association

<b>Core</b>	Your company <b>does not interfere</b> in any way with the freedom of association by controlling or obstructing trade unions or other elected worker representatives or supporting one workers' organization over another.
<b>Year 0</b>	
<p><b>Guidance:</b> Interference could include supporting workers' organizations by financial or other means, or making promises or threats that influence workers to join or not join certain workers' organizations.</p> <p>Supporting one organization over another could include negotiating with one while excluding another or providing facilities for one and not for another.</p>	

### 3.4.8 Trade union / elected worker representatives duties

<b>Core</b>	Your company <b>ensures</b> that trade union/elected worker representatives:
<b>Year 0</b>	<ul style="list-style-type: none"> <li>• Have access to all workers in the workplace during working time without interference or the presence of management representatives and at agreed times, on average every three months;</li> <li>• Can meet among themselves during regular working hours, at least once a month for one hour;</li> <li>• Meet representatives of senior management during working hours at least once every 3 months. These meetings <b>are scheduled</b> on a regular basis and <b>are documented</b>.</li> </ul>
<p><b>Guidance:</b> Worker representatives should be granted reasonable time off to attend union activities. Management may set rules to ensure that operational needs can be met. Time constraints should not jeopardise exercising the right to organize. See 1.2.3 for allocation of resources for these meetings.</p> <p>'Senior management' means those empowered to take decisions. Meetings with senior management serve to discuss workers' grievances and management's concerns. It is recommended that workers are encouraged to share their opinions in regular work meetings with their supervisor to resolve mutual concerns informally and prevent escalation.</p>	

### 3.4.9 Meeting outcomes

<b>Core</b>	Results of the meetings with senior management (see <a href="#">3.4.8</a> ) <b>are signed and documented</b> following the meeting.
<b>Year 0</b>	



**Guidance:** Workers should be made aware of relevant meeting outcomes through their representatives. Management may post these outcomes with the agreement of meeting participants.

### 3.4.10 Sectoral Collective Bargaining Agreement

<b>Core</b>	In countries where a Collective Bargaining Agreement (CBA) is agreed for the sector in which your company does business, your company <b>signs</b> and <b>adheres</b> to this agreement.
<b>Year 1</b>	Collective bargaining at the company level may take place even if a sector-wide collective agreement exists, however company level agreements <b>do not</b> provide lesser terms and conditions than the sector-wide agreement.

### 3.4.11 Negotiations in the absence of a Collective Bargaining Agreement

<b>Core</b>	If there is no CBA in place, your company <b>proactively engages</b> in a process to enter into a collective agreement with elected worker representatives. Your company <b>does not refuse</b> any genuine opportunity to bargain collectively with workers.
<b>Year 1</b>	<p>Negotiations can take place with a recognized trade union or with elected worker representatives in the absence of a trade union, but only where such elected worker representatives are provided for by law and are legally authorized to bargain (<a href="#">see 3.4.6</a>).</p> <p>In cases where workers have freely and specifically decided to not form or join a trade union and are not otherwise legally authorized to collectively bargain, then the collective bargaining requirement is waived. In these situations the certification body will determine whether there was any intimidation or coercion involved in this decision. The decision cannot be the result of any vote in which management was in any way involved.</p>

**Guidance:** Trade unions have the right, through collective bargaining or other lawful means, to seek to improve the living and working conditions of those members the trade unions represent. Employers shall respect this right by accepting that there is a duty to bargain in good faith where workers want to exercise this right. Accepting the duty to bargain means that the company shall accept reasonable times and venue for bargaining, participate in meetings, give serious consideration and a response to proposals, and provide reasons for its responses. Moreover, the companies should make every reasonable attempt to reach agreement.

A negotiated agreement between a recognized trade union or elected worker representatives and management should cover the topics normally covered by a CBA. This should at least include salary levels, an employment manual, work time, vacation regulations and overtime. The local point of contact can act as a facilitator in this process ([see 3.4.2](#)).

It is recommended that salaries are negotiated between management and the trade union through a benchmarking system (taking into account salaries and other benefits of comparable businesses) and in relation to the additional income a company realises through Fairtrade.

If no union is present, management and the elected workers' representatives can begin a dialogue with the national union federation(s) for the respective sector and the Global Union Federation (or appropriate International Trade secretariat) about improvement of the workers' representation and implementing a CBA.

## 3.5 Conditions of Employment

**Intent and Scope:** This section intends to ensure good practices regarding the payment of workers and their conditions of employment based on ILO Conventions [C95](#) (Protection of Wages Convention), [C100](#) (Equal Remuneration Convention), and [C110](#) (Conditions of Employment of Plantation Workers Convention).



This section also intends to ensure good practices regarding sick leave, social security, maternity protection and workers' housing based on ILO Conventions [C102](#) (Social Security (Minimum Standards) Convention), Part III, [C121](#) (Employment Injury Benefits Convention), [C130](#) (Medical Care and Sickness Benefits Convention), [C183](#) (Maternity Protection Convention) and ILO Recommendation [R115](#) (Workers' Housing Recommendation).

### 3.5.1 Wages and conditions of employment

<b>Core</b>	Your company <b>sets</b> wages for workers and other conditions of employment according to legal or CBA regulations where they exist, or at regional average wages or at official minimum wages for similar occupations; whichever is the highest, with the intention of continually increasing salaries ( <a href="#">see 3.5.4</a> ).
<b>Year 0</b>	Your company <b>specifies</b> wages for all employee functions and employment terms, such as piecework.
<b>Guidance:</b> National laws and applicable CBA terms need to be complied with especially if they exceed this Standard. However, this Standard applies if it goes beyond those laws and terms.	

### 3.5.2 No deductions from salaries

<b>Core</b>	Your company <b>does not make</b> deductions from salaries unless they are permitted by national laws, fixed by a collective bargaining agreement or the employee has given his/her written consent.
<b>Year 0</b>	If your company makes deductions from salaries for services it provides, the amounts <b>are in line</b> with the actual costs incurred by your company, and <b>are not used</b> for disciplinary purposes.
<b>Guidance:</b> An example of deductions for services provided includes housing, and in some cases Premium loan repayments are deducted from the payroll.	

### 3.5.3 Hourly wages

<b>Core</b>	For work based on production, quotas and piecework, during normal working hours, your company <b>pays</b> the equivalent to average hourly waged work based on a manageable work load. This <b>is not</b> below a proportionate minimum wage or the relevant industry average, whichever is higher. Information about this pay rate is <b>transparent and available</b> for all workers and worker organizations.
<b>Year 0</b>	



### 3.5.4 Wage level increase

<b>Core</b>	If remuneration (wages and benefits) is below the living wage benchmarks as approved by Fairtrade International, your company <b>ensures</b> that real wages are increased annually to continuously close the gap with living wage.  The incremental steps and timeline toward the applicable living wage <b>are negotiated with</b> trade union/elected worker representatives.
<b>Year 1</b>	

**Guidance:** Real wages refers to wages that have been adjusted for inflation. The real wage increase is intended to raise wage levels to an eventual living wage. Once a living wage is reached, wage increases are expected to continue to keep up with inflation. Where living wage benchmarks have not yet been established, regular wage increases are required in addition to increases for inflation.

Negotiations on annual wage increases do not have to take place every year, as long as real wages increase every year. Negotiations can take place according to industry practice, for instance every year, every two or even three years, depending on the term of the wage agreement.

If wages are set at a regional or sector level in such a way that the gap with living wage is not closed by regular increments, the employer can satisfy this requirement by increasing other forms of remuneration as long as this is agreed by trade union/elected worker representatives.

Fairtrade defines a 'living wage' as the remuneration received for a standard work week by a worker in a particular place sufficient to afford a decent standard of living for the worker and her or his family. Elements of a decent standard of living include food, water, housing, education, health care, transport, clothing, and other essential needs including provision for unexpected events.

'Remuneration' consists of wages, other monetary benefits and in-kind benefits.

If the company is in a financial crisis or if Fairtrade sales are not sufficient to justify an increase toward a living wage, wage increases will, at least, cover inflation until the situation is resolved.

### 3.5.5 Regular and documented payments to workers

<b>Core</b>	Your company <b>makes payments</b> to workers at regularly scheduled intervals and <b>documents</b> the payments with a payslip containing all necessary information. Payments <b>are made in</b> legal tender.
<b>Year 0</b>	

### 3.5.6 Employment contracts

<b>Core</b>	Your company <b>has</b> a legally binding written contract of employment with all permanent workers, signed by worker and employer that includes at least the following: job description, working hours, pay rate, overtime regulation, social benefits entitlements and deductions, annual paid leave, protection of the worker from loss of pay in the case of illness, disability or accident, and a notice period for termination that is the same as the notice period for the employer.
<b>Year 0</b>	

**Guidance:** As guidance to draft the contracts, your company can use sector specific contracts guidance where applicable. Other details from the collective bargaining agreement can also be included.

### 3.5.7 Temporary worker contracts

<b>Core</b>	Temporary workers who are employed for a period of 3 months or more of uninterrupted service <b>have</b> a legally binding written contract of employment with a job description, signed by employee and employer. In which case 3.5.8 also applies.  In the case of dissolution of the contract, the notice period <b>is</b> identical for employer and
<b>Year 1</b>	



	employee.
<b>Guidance:</b> The contract safeguards the workers from loss of pay in the case of illness, disability and accident.	

### 3.5.8 Worker awareness of employment terms

<b>Core</b>	Your company <b>ensures</b> that all workers <b>are aware</b> of their rights and duties, responsibilities, salaries, and work schedules as part of the legal labour contract.
<b>Year 0</b>	You <b>ensure</b> that workers <b>have</b> a signed copy of their employment contract and that they <b>understand</b> the content by providing it in a format and language they understand.

### 3.5.9 Working hours and overtime regulations

<b>Core</b>	Your company <b>complies</b> with applicable national and local legislation and industry standards regarding working hours and overtime regulations. Your company <b>does not require</b> workers to work in excess of 48 hours per week on a regular basis.
<b>Year 0</b>	
<b>Guidance:</b> Exceptions to the 48 hour requirement are possible when workers are 'on call'. Premium rates apply for overtime ( <a href="#">see 3.5.12</a> ).	

### 3.5.10 Mandatory days of rest

<b>Core</b>	Your company <b>allows</b> workers at least one day of rest for every 6 consecutive days worked, unless exceptional circumstances apply.
<b>Year 0</b>	For exceptional circumstances, your company <b>requests</b> an exception from the certification body, which will only be granted for one calendar year. An exception granted by the certification body <b>is communicated</b> to workers and cannot be in contradiction with national legislation. It is your company's responsibility to ensure being in compliance with the labour legislation in your country.  An exception is valid for a maximum of 12 weeks per calendar year. It will not allow workers to work more than 14 hours per day or more than 72 hours per week or more than 18 continuous working days without rest.
<b>Guidance:</b> Exceptional circumstances are, for example, peak production periods or changing weather conditions.	

### 3.5.11 Overtime work restrictions

<b>Core</b>	Your company <b>does not require</b> overtime work. Overtime is allowable if it is voluntary and not used on a regular basis and does not extend over a period of more than 3 consecutive months. It <b>does not exceed</b> 12 hours per week, unless exceptional circumstances apply ( <a href="#">see 3.5.10</a> ). In all cases overtime rates apply ( <a href="#">see 3.5.12</a> ).
<b>Year 0</b>	National legislation <b>is complied</b> with if it exceeds this requirement.
<b>Guidance:</b> Exceptional circumstances are for example peak production periods or changing weather conditions.	



### 3.5.12 Overtime work rates

<b>Core</b>	Your company <b>compensates</b> overtime at a premium rate. The premium rate <b>is paid</b> at a factor of 1.5 for work performed on regular workdays. For work performed on the regional day of rest, public holidays and night work a premium at a factor of 2 <b>is paid</b> , unless otherwise defined by national legislation, by CBA or by agreements with unions.
<b>Year 0</b>	If your company compensates overtime by the allocation of time off work, the premium factor <b>is applied</b> .

### 3.5.13 Annual paid leave

<b>Core</b>	Your company <b>grants</b> workers at least 2 weeks of paid leave per year at minimum, not including sick and casual leave. Periods of annual leave <b>are in line</b> with national legislation and/or with agreements detailed in a specific or sectoral CBA, if either of these exceeds 2 weeks.
<b>Year 0</b>	

**Guidance:** 'Week' means a calendar week.

### 3.5.14 Lunch and work breaks

<b>Core</b>	Your company <b>grants</b> and <b>respects</b> lunch and work breaks.
<b>Year 0</b>	

### 3.5.15 Regulation on sick leave

<b>Core</b>	Your company <b>puts in place</b> a regulation on regular sick leave and sick leave caused by employment injury. The regulation <b>ensures</b> that workers are protected from being dismissed during temporary sick leave. It also <b>guarantees</b> the worker some form of income during sick leave. It <b>does not deduct</b> sick leave from annual leave.
<b>Year 0</b>	The regulation <b>is</b> at least in accordance with national legislation.

**Guidance:** It is recommended that your company grants at minimum 5 days paid sick leave per year.

### 3.5.16 Maternity leave

<b>Core</b>	Your company <b>grants</b> its workers at least eight weeks of maternity leave with compensation consistent with national laws or not less than 2/3 regular pay, whichever is higher, not including annual leave and not incurring any loss or privilege on account of such a leave. Your company <b>does not terminate</b> the employment of a woman during her pregnancy or maternity leave, except on the grounds unrelated to the pregnancy or birth of the child.
<b>Year 0</b>	National legislation <b>is complied</b> with if it exceeds this requirement.

**Guidance:** 'Week' means a calendar week.



### 3.5.17 Increasing maternity leave

<b>Dev</b>	If maternity leave is less than 12 weeks, your company <b>increases</b> it by one week each year until 12 weeks is reached, with compensation consistent with requirement 3.5.16.
<b>Year 3</b>	National legislation <b>is complied</b> with if it exceeds this requirement.

### 3.5.18 Nursing mothers

<b>Core</b>	Your company <b>grants</b> nursing mothers one or more daily breaks during paid working time, or a daily reduction of hours of work, to breastfeed her child for up to 9 months after the birth.
<b>Year 0</b>	

### 3.5.19 Social security

<b>Core</b>	Your company <b>provides</b> legal social security for all workers.
<b>Year 0</b>	
<b>Guidance:</b> <a href="#">See 3.5.21</a> for equivalent benefits for migrant and seasonal/temporary workers.	

### 3.5.20 Pension scheme

<b>Dev</b>	Your company <b>works</b> towards all permanent workers having a provident fund or pension scheme.
<b>Year 3</b>	National legislation <b>is complied</b> with if it exceeds this requirement.
<b>Guidance:</b> <a href="#">See 3.5.21</a> for equivalent benefits for migrant and seasonal/temporary workers.	

### 3.5.21 Equitable remuneration

<b>Core</b>	Local and migrant, seasonal/temporary and permanent workers <b>receive</b> equivalent benefits and employment conditions for equal work performed.
<b>Year 1</b>	In cases where equivalent benefits, such as a pension scheme or social security, cannot be made available to a set of workers, e.g. migrant or temporary/seasonal workers, these workers <b>receive</b> the equivalent or an alternative through other means.

### 3.5.22 Permanent employment

<b>Core</b>	All regular work <b>is undertaken</b> by permanent workers. Time-limited contracts and subcontracting are permitted during peak periods, in the case of special tasks and under special circumstances.
<b>Year 0</b>	Your company <b>does not use</b> production, quotas and piecework employment as a means to avoid time-bound contracts.
<b>Guidance:</b> Only temporary work that is added to usual work levels during peak seasons may be undertaken by seasonal/temporary workers. 'Regular work' refers to tasks that are steady in the cultivation of the Fairtrade crop and excludes all seasonal work. 'Temporary work' refers to special tasks that are undertaken occasionally or seasonally.	



### 3.5.23 Direct contracting

<b>Core</b>	Your company <b>undertakes</b> all standard contracting of seasonal/temporary workers for the Fairtrade production directly rather than through a subcontractor.
<b>Year 1</b>	
<b>Guidance:</b> <a href="#">See 3.5.24</a> for subcontracting of non-regular work.	

### 3.5.24 Selection of subcontractors

<b>Core</b>	Your company may only subcontract workers for non-regular work, or in special circumstances, if you are unable to contract directly. When subcontracting does take place, the following rules <b>are followed</b> as closely as possible:
<b>Year 1</b>	<p>Where a subcontractor is to be used, you as management <b>develop</b> appropriate selection criteria to help decide on appointment. Prior to any signing of a contract with a subcontractor, your company <b>has seen</b> and <b>approved</b> its credentials.</p> <p>Subcontractors <b>are able</b> to provide services that comply with national legislation, ILO Convention 181 (Private Employment Agencies Convention) and with specific criteria in this Standard in chapter 3 on Labour Conditions regarding wages, contracts and working hours (req. 3.5.1, 3.5.8, 3.5.9), Freedom of Association (req. 3.4.1, 3.4.7), forced and bonded labour (req. 3.2.1), child labour (req. 3.3.1, 3.3.2), discrimination (3.1.1) and health and safety (3.6.1).</p> <p>In addition, the subcontractor <b>commits</b> by contract between your company and the contractor to comply with these requirements and <b>agrees</b> to be subject to audits if found appropriate by the certification body.</p>
<b>Guidance:</b> 'Non-regular work' is work that is considered to be outside of the core operations of the company.	

### 3.5.25 Subcontracted worker records

<b>Core</b>	If your company subcontracts workers, you <b>have records</b> of contracted workers (from the contractor) that indicate the number of workers, their payment and their working hours.
<b>Year 1</b>	

### 3.5.26 **NEW 2014** Recruitment practices

<b>Core</b>	If your company actively recruits workers from other regions within your country or from other countries, your company <b>ensures</b> that the recruitment practices of any agency or person involved comply with the requirements detailed in 3.5.24. Your company <b>pays</b> any recruitment or agency and visa fees incurred. Your company also <b>pays</b> travel costs for these workers to and from their home country or region at the onset and end of their work period, if the work period is less than one year.
<b>Year 0</b>	





### 3.5.27 Grievance procedure

<b>Core</b>	Your company <b>has</b> a grievance procedure in place which is communicated to workers that:
<b>Year 0</b>	<ul style="list-style-type: none"> <li>• Allows workers to file complaints directly and anonymously;</li> <li>• Allows for direct and anonymous third party complaints;</li> <li>• Ensures resolutions are decided and remediation implemented in a timely manner;</li> <li>• Protects workers who file complaints from retaliation;</li> <li>• Reports fully to complainant and allows for an appeals process.</li> <li>• Includes a procedure for cases of sexual harassment (<a href="#">see requirement 3.1.6</a>)</li> </ul> <p>The company <b>ensures</b> that workers are fully aware and understand the procedure and are aware that they have the right to be heard and the right to appeal to an independent party.</p> <p>Grievances regarding sexual harassment <b>are designated</b> to specially appointed women or women’s committees, linked to a female senior manager when possible and with direct access to the Chief Executive. The same principles apply in case of sexual harassment of groups other than women.</p> <p>This grievance procedure is <b>in accordance</b> with national legislation.</p>
<p><b>Guidance:</b> A grievance procedure is a procedure for conflict resolution. Trade union/worker representatives should be trained on this procedure and play an active role in putting the procedure in place. Any grievances submitted are investigated and followed up and documented.</p>	

### 3.5.28 Worker housing

<b>Core</b>	If your company provides housing for permanent, migrant, seasonal/temporary or former workers, it <b>is</b> such as to ensure structural safety and reasonable levels of decency, privacy, security and hygiene, and includes regular upkeep and improvement of housing and related communal facilities. If sanitary facilities are shared, a reasonable number of toilets and bathing facilities with clean water, per number of users, and according to regional practice, <b>are available</b> .
<b>Year 3</b>	<p>National or state regulation <b>is complied with</b> in all cases and regional norms should be considered.</p> <p>If your company charges rent for housing it <b>is</b> according to local averages. If your company provides the majority of general workers with basic housing, for free, you <b>compensate</b> workers who are not able to receive free housing with an allowance that will enable them to afford to rent a house of the same standard. Workers have the freedom to be able to choose if they want to be housed on the farm or not.</p>
<p><b>Guidance:</b> Housing should only be provided for workers where farms are located far from normal centres of population, is not available in sufficient quantity, or where the nature of the employment requires that the worker should be available at short notice. The requirement and guidance are based on international labour standards. Guiding principles for adequate and decent housing to provide a suitable living environment for workers should aim to ensure:</p> <p>For family housing and dormitories</p> <ul style="list-style-type: none"> <li>• Enough natural light during the daytime and access to sufficient artificial light, to be able to read by;</li> <li>• Ventilation that ensures sufficient movement of air in all conditions of weather and climate, and in the case where there is an interior fire for heating or cooking;</li> <li>• A supply of safe potable water that is enough for drinking and eating requirements;</li> </ul>	



- Sanitary facilities that provide privacy, hygiene, and are sufficient in number;
- Drainage that ensures hygiene and avoids environmental pollution;
- Fire safety measures;
- Safe electrical installations where they exist.

For dormitories (generally considered short term housing solutions):

- Separate accommodation of the sexes;
- A separate bed for each worker;
- Adequate headroom, providing full and free movement;
- The minimum inside dimensions of a sleeping space should be at least 198 centimetres by 80 centimetres;
- Beds should not be arranged in tiers of more than two;
- Bedding and bedframe materials should be designed to deter vermin;
- Heating where appropriate;
- Adequate furniture for each worker to secure his or her belongings.

In order to meet workers' privacy needs, it is recommended management agrees with the workers on how their privacy requirements can be realised.

For further details on housing, please see the [ILO Helpdesk Factsheet No. 6, 2009](#) on workers housing.

### 3.6 Occupational Health and Safety

**Intent and scope:** This section intends to prevent work-related accidents by minimizing hazards in the work place. It is based on ILO Conventions [C155](#) (Occupational Safety and Health Convention) and [C184](#) (Safety and Health in Agriculture Convention) [and ILO Recommendation R164](#) (Occupational Safety and Health Recommendation).

This section also intends that the health and welfare of workers is ensured based on ILO [C077](#) and [C078](#) (Medical Examination of Young Persons (Industry and Non-Industrial Occupations) Conventions) and [R102](#) (Welfare Facilities Recommendation).

#### 3.6.1 Workplace safety

<b>Core</b>	Your company <b>makes</b> work processes, workplaces, machinery and equipment on the production site as safe as possible and minimize any inherent health risks by adequate control.
<b>Year 0</b>	
	<p>To ensure safety:</p> <ul style="list-style-type: none"> <li>• Risk areas and potential hazards <b>are</b> clearly identified by warning signs in appropriate languages and include pictograms if possible;</li> <li>• Safety instructions and procedures including accident prevention and response <b>are in place</b> and <b>communicated</b> to staff;</li> <li>• All hazardous machinery and equipment <b>is equipped</b> with adequate safety devices;</li> <li>• Protective guards <b>are placed</b> over moving parts;</li> <li>• Safety equipment <b>is provided</b> to all workers who <b>are</b> instructed and monitored in its proper use;</li> <li>• Equipment for chemical spraying <b>is stored</b> properly.</li> </ul>
<b>Guidance:</b> In accordance with the regulation of subcontractors the management is held responsible for the safety of the machinery of all subcontractors.	



### 3.6.2 Health and Safety Officer

<b>Core</b>	Your company <b>appoints</b> a Health and Safety Officer to be in charge of occupational health and safety matters.
<b>Year 0</b>	The company's senior management is responsible for ensuring that the H&S Officer is adequately trained for the job and has a job description which includes the following responsibilities: implementing, suggesting, planning and monitoring measures to improve health and safety on the site and for informing and training workers on H&S.
<b>Guidance:</b> The H&S Officer is not necessarily hired exclusively for this task and may have other duties and responsibilities within the company.	

### 3.6.3 Health and Safety Committee

<b>Core</b>	Your company <b>establishes</b> an occupational Health & Safety Committee with workers' representation. The H&S Committee <b>holds</b> regular meetings with the H&S Officer to discuss health and safety in the workplace.
<b>Year 1</b>	
<b>Guidance:</b> The committee should reflect the composition of the workforce and include a fair representation of women. The H&S Officer performs his/her duties in close co-operation with this committee and evaluates its complaints and suggestions for improvements. The committee is active in communicating with workers on issues of health and safety and is making suggestions for improvements to the H&S Officer. This requirement does not apply to small companies unless otherwise required by national legislation.	

### 3.6.4 Health and safety risk assessments

<b>Dev</b>	Your company <b>carries out</b> regular H&S risk assessments jointly with workers and their H&S representatives ( <a href="#">see 3.6.3</a> ), and adapts safety measures accordingly.
<b>Year 3</b>	
<b>Guidance:</b> This requirement does not apply to small companies unless otherwise required by national legislation.	

### 3.6.5 Safety instructions visible

<b>Core</b>	All information, safety instructions, re-entry intervals and hygiene recommendations regarding hazardous work <b>are displayed</b> clearly in a visible place in the workplace in the language(s) understood by workers and with pictures.
<b>Year 0</b>	

### 3.6.6 Training on occupational health and safety

<b>Core</b>	Your company regularly <b>trains</b> workers and their representatives in the basic requirements of occupational health and safety, relevant health protection and first aid, at least once per year.
<b>Year 0</b>	Training is repeated for all new or reassigned workers.  Records <b>are kept</b> of these training activities indicating information on topics, time, duration, names of attendees and trainers.
<b>Guidance:</b> The training includes making workers aware of their right to remove themselves from unsafe situations without being penalized for doing so.	



### 3.6.7 Training for hazardous work

<b>Core</b>	Your company appropriately <b>trains</b> workers that are engaged in any potentially hazardous work according to the tasks they carry out. The training <b>covers</b> health and environmental risks of the products workers handle, if applicable, and enables them to take correct emergency actions in case of an accident.
<b>Year 0</b>	Records <b>are kept</b> of these training activities indicating information on topics, time, duration, names of attendees and trainers.
<b>Guidance:</b> Hazardous work includes, but is not limited to spraying, and working with hazardous chemicals as well as operating vehicles and machinery such as forklift trucks and hydraulic presses and working at heights.	

### 3.6.8 Access to clean drinking water

<b>Core</b>	Your company <b>provides</b> clean drinking water close by for all workers and <b>clearly labels</b> drinking water facilities as such. If water purity has been identified as a risk, drinking water <b>is analysed</b> at least twice a year to correspond with seasonal variations.
<b>Year 0</b>	

### 3.6.9 Access to toilets and hand washing facilities

<b>Core</b>	Your company <b>provides</b> clean toilets with hand washing facilities close by, changing rooms for all workers, and clean showers for workers who handle pesticides. Lockable storage facilities are provided where requested.
<b>Year 0</b>	Toilets, changing rooms and showers are <b>separate</b> for women and men and the number of toilets and hand washing facilities are <b>in proportion</b> to the number of workers (minimum proportion is 1:25). Your company also <b>provides</b> clean hand washing facilities close to the canteen. All facilities <b>are cleaned</b> regularly and equipped with covered drains and pipes.
<b>Guidance:</b> Drains that are cleaned on a daily basis may be left open for easier access as long as they are not used for hazardous waste and do not pose a safety hazard.	

### 3.6.10 Recreation areas and canteens

<b>Dev</b>	Your company <b>provides</b> suitable areas where workers can rest, and canteens with cooking facilities where necessary and if requested.
<b>Year 6</b>	
<b>Guidance:</b> Rest areas that are separate for men and women should be provided where requested by workers. Canteens are not required for small companies.	

### 3.6.11 Maintenance of company premises

<b>Core</b>	Your company's premises and surroundings <b>are free</b> of obvious defect and maintained in a safe, clean and, where necessary, hygienic condition at all times.
<b>Year 0</b>	
<b>Guidance:</b> In particular, all finished goods, inventory and storage materials are kept in a clean and hazard proof state and easily accessible.	



### 3.6.12 Requirements for indoor workplaces

<b>Core</b>	All your company's indoor workplaces <b>have</b> adequate lighting, heating and ventilation appropriate for the local weather conditions.
<b>Year 0</b>	

### 3.6.13 Maintenance of electrical system

<b>Core</b>	Electrical equipment, wiring and outlets in the company's facilities <b>are</b> properly placed, grounded and inspected for overloading and leakage by a professional on a regular basis.
<b>Year 0</b>	

### 3.6.14 Emergency exits marked

<b>Core</b>	Your company <b>provides</b> properly marked fire exits, escape routes, firefighting equipment and fire alarms for every indoor workplace, according to industry standards. Fire exits and escape routes <b>are kept clear</b> from obstacles allowing for swift and safe exit in case of an emergency.
<b>Year 0</b>	

### 3.6.15 Evacuation training for staff

<b>Core</b>	Your company regularly <b>trains</b> new and existing staff in evacuation procedures.
<b>Year 0</b>	

### 3.6.16 First aid equipment and training

<b>Core</b>	Your company <b>provides</b> adequate emergency first aid facilities, equipment and appropriately trained first aid staff to meet all reasonably foreseeable emergency first aid situations.
<b>Year 0</b>	
<b>Guidance:</b> Adequate emergency first aid equipment includes suitably stocked first aid boxes which are quickly accessible at all times.	

### 3.6.17 Work accident reports

<b>Core</b>	The H&S Officer <b>compiles reports</b> on work accidents and subsequent first aid measures.
<b>Year 0</b>	

### 3.6.18 Access to healthcare in case of work-related illness or injury

<b>Core</b>	Your company <b>provides</b> access to appropriate healthcare in case of work-related illness or injury.
<b>Year 0</b>	
<b>Guidance:</b> Access to appropriate healthcare means guaranteeing free transportation to the nearest hospital during working hours, or providing free onsite permanent medical support during working hours, which is able and equipped to deal with accidents and acute poisoning.	



### 3.6.19 Handling personal protective equipment

<b>Core</b>	Personal protective equipment (PPE) and equipment that is used to apply pesticides and other hazardous chemicals <b>is cleaned</b> after each use in a dedicated area.
<b>Year 0</b>	PPE <b>is stored</b> separately in order to avoid contamination from pesticides, and workers <b>never take</b> it to their homes.

### 3.6.20 Monitoring worker health

<b>Core</b>	Workers engaged in handling any potentially hazardous chemicals are <b>examined regularly</b> , at least once a year, by a medical doctor to monitor for possible changes in health due to exposure to hazardous chemicals.
<b>Year 0</b>	These examinations <b>are free and confidential</b> to the respective worker.

**Guidance:** Medical examinations are relevant to type of exposure. They may involve the use of standard clinical and medical assessments, tests and techniques to assess the presence of early or long term health effects.

Medical records should be held confidential by the medical practitioner. Anonymised medical data are to be reported to the employer to be used in managing health and safety. Personal medical information is not to be disclosed to the employer without consent from the employee.

The frequency of examinations depends on the level of exposure to chemicals.

### 3.6.21 Restrictions on engaging in hazardous work

<b>Core</b>	The following persons <b>are not engaged</b> in any potentially hazardous work:
<b>Year 0</b>	<ul style="list-style-type: none"> <li>• persons younger than 18 years;</li> <li>• pregnant or nursing women;</li> <li>• persons with incapacitating mental conditions;</li> <li>• persons with chronic, hepatic or renal diseases;</li> <li>• persons with respiratory diseases.</li> </ul>

**Guidance:** A medical examination for workers engaged in potentially hazardous work is recommended to ensure they are fit for this type of work.

### 3.6.22 Safety measures for chemical handlers

<b>Core</b>	All chemical handlers
<b>Year 0</b>	<ul style="list-style-type: none"> <li>• are thoroughly <b>instructed</b> and <b>trained</b> at regular intervals by a recognised institution or by specialists in the safe application and the risks of pesticides and chemicals. Safety instructions on the product label <b>are</b> followed. If instructions are not available spraying time <b>does not</b> exceed 4 hours.</li> <li>• are <b>relieved</b> periodically from spray operations according to a job rotation scheme;</li> <li>• <b>rinse off</b> all equipment after spraying and wash their personal protective equipment before undressing;</li> <li>• <b>shower</b> after spraying;</li> <li>• <b>control and change</b> the filters of their respirators regularly. A check-list is used to carry out this task;</li> </ul>



- properly **calibrate** spray equipment.

**Guidance:** If safety instructions on the product label do not specify maximum spray exposure times, then spraying times should not exceed 4 hours, unless documented evidence is provided that longer hours are safe. Spraying time includes both spraying and preparation, when exposure exists.

### 3.6.23 Re-entry intervals after spraying

<b>Core</b>	<p>After spraying pesticides, the applicable re-entry intervals as defined by the manufacturer are strictly <b>followed</b>. In the absence of a re-entry interval defined by the manufacturer or in case the manufacturer does not refer explicitly to cultivation practices used by the company (such as use of greenhouses) conditions the following re-entry intervals based on World Health Organization (WHO) acute toxicity categories apply:</p> <ul style="list-style-type: none"> <li>• Highly hazardous pesticides (WHO Ib): 24 hours;</li> <li>• Moderately hazardous pesticides (WHO II): 12 hours;</li> <li>• Slightly hazardous pesticides (WHO III): 6 hours.</li> <li>• Unlikely hazardous pesticides (WHO U): 4 hours.</li> </ul> <p>In all cases, the full re-entry interval <b>are observed</b> and the foliage <b>is completely dry</b> before re-entering.</p> <p>The calculation of the re-entry interval starts at the end of the spraying. During the re-entry interval access to the area <b>is not allowed</b> and is marked by signs.</p>
<b>Year 0</b>	

### 3.6.24 Providing workers with appropriate tools

<b>Core</b>	<p>Your company <b>provides</b> proper tools and suitable work clothes for all workers appropriate to their tasks, and replace them regularly free of charge.</p>
<b>Year 0</b>	

**Guidance:** For tasks related to the handling of hazardous chemicals, this requirement applies to companies of all sizes, and work clothes refer to adequate personal protective equipment (PPE [see requirement 3.6.19](#)).

This requirement does not apply to small companies for tasks that are not related to the handling of hazardous chemicals, unless otherwise required by national legislation.

### 3.6.25 Access to free occupational healthcare

<b>Dev</b>	<p>Your company <b>provides</b> free occupational healthcare to the workforce.</p>
<b>Year 3</b>	

**Guidance:** Occupational healthcare is the provision of primary health principles applied to work related incidences. Occupational health services include establishing and maintaining a safe and healthy working environment which will facilitate optimal physical and mental health in relation to work.

### 3.6.26 Medical Officer

<b>Core</b>	<p>Your company <b>appoints</b> and <b>identifies</b> to the workforce a Medical Officer responsible for healthcare and protection. The Medical Officer <b>is qualified</b> for the job, for example a trained health worker, nurse or physician. He/she is responsible for suggesting, planning and</p>
<b>Year 0</b>	



monitoring measures to improve medical care and protection of health within the company.

**Guidance:** The Medical Officer is not necessarily hired exclusively for this task but may have other duties and responsibilities within the company.  
This requirement does not apply to small companies unless otherwise required by national legislation.

### 3.6.27 Medical Officer duties

**Core** The Medical Officer **maintains** full continuously updated documentation on sickness and accidents and proposes actions to reduce these where possible.

**Year 0**

**Guidance:** Proposed actions should be based on H&S risk assessments ([see 3.6.4](#)).

### 3.6.28 Providing regular medical check-ups for all workers

**Core** Your company **offers** regular examinations and check-ups by a medical doctor to all workers on a voluntary basis at least every three years. Any findings **are communicated** to the worker confidentially and in a readily understandable form.

**Year 1**

Individual health records **are established** for all workers at the beginning of their employment. These records **are kept** confidential and management **does not have** access to them.

**Guidance:** Medical records should be held confidential by the medical practitioner. Anonymised medical data are to be reported to the employer to be used in managing health and safety. Personal medical information is not to be disclosed to the employer without consent from the employee.

This requirement does not apply to small companies unless otherwise required by national legislation.

### 3.6.29 Access to medical care and advice at the workplace

**Dev** Your company **provides** workers with free and regular medical care and advice, which is offered at the workplace at fixed times during working hours.

**Year 3**

Your company **establishes** an on-site dispensary, where legally allowed, with adequate equipment and a stock of basic medicines for the treatment of most common diseases and acute poisoning with professional health personnel (e.g. doctor, nurse, health worker) present according to a timetable displayed at the dispensary.

If there is no doctor in regular attendance at the dispensary, your company **signs** a contract with a doctor who is paid for by the company to whom patients are referred and who carries out medical check-ups and advises and supervises your company nurse or health worker.

**Guidance:** This requirement does not apply to small companies unless otherwise required by national legislation.





### 3.6.30 Prevention of contagious diseases and epidemics

<b>Dev</b>	Your company <b>establishes and implements</b> a policy to prevent and deal with major contagious diseases in place, including a reporting structure for the incidence of epidemics.
<b>Year 6</b>	This policy <b>takes</b> the local context (e.g. regarding HIV/AIDS) into particular account.

## 4. Environmental Development

**Intent and scope:** The intent of this section is to ensure that your company has agricultural and environmental practices that contribute to a more sustainable production system where risks to health and the environment are minimized. Protecting and enhancing biodiversity in the farm and in adjacent areas supports the objective of a more sustainable production system.

### 4.1 Environmental Management

**Intent and scope:** This section intends to ensure coordinated action and capacity building in your company and among workers to achieve the goal of a more sustainable production system.

The requirements in this section apply to the company producing Fairtrade crops.

#### 4.1.1 Staff member responsible for environmental development

<b>Core</b>	A person within the company <b>has</b> responsibility to lead the operational steps required to comply with the requirements in section 4, Environmental Development.
<b>Year 0</b>	

#### 4.1.2 Raising workers' environmental awareness

<b>Core</b>	Your company <b>defines</b> and <b>implements</b> a procedure to raise awareness among your workers in relation to the requirements in section 4, Environmental Development.
<b>Year 0</b>	

### 4.2 Pest Management

**Intent and scope:** This section intends to minimize risks from the use and handling of pesticides by encouraging a reduction in the amounts of pesticides used, promoting the use of the least toxic pesticides as economically and technically feasible, and implementing and improving an integrated pest management system.

Pest management requirements are applicable to all crops that the organization is certified for and also to the fields where they are grown.

This means that the use of forbidden pesticides on the certified crop(s), even if not intended for the Fairtrade market, is not allowed.



## Integrated Pest Management

### 4.2.1 Integrated pest management advisor

<b>Core</b>	Your company <b>has access</b> to and <b>receives</b> guidance from an expert in integrated pest management (IPM).
<b>Year 0</b>	
<b>Guidance:</b> The advisor does not have to be employed by your company, but the company must have the available and relevant information to be able to implement the elements of integrated pest management. This can include know-how regarding alternative controls other than pesticides, preventive measures and monitoring pests and diseases.	

### 4.2.2 Alternative controls and preventive measures against pests

<b>Core</b>	Your company <b>implements</b> at least one alternative control other than pesticide application and at least one preventive measure to avoid pest development in order to demonstrate control against pest and disease in the Fairtrade crop.
<b>Year 0</b>	
<b>Guidance:</b> 'Alternative controls' refer to methods other than the use of chemical pesticides. These can include biological controls such as the introduction of natural enemies or physical controls such as sticky traps to capture pests, as well as other means that aim to reduce and/or control the population of pests and diseases.  'Preventive measures' refer to the use of cultivation techniques that may inhibit the presence or the effects of pests and diseases. These can include crop rotation, use of groundcover, application of compost to the soil, removing plant parts infected with pests, removing plants that may host pests and intercropping.	

### 4.2.3 Monitoring pests

<b>Core</b>	Your company <b>monitors</b> the main pests and diseases of the Fairtrade crop, and <b>establishes</b> a level of damage beyond which the need to use chemical pesticides is justified. The company <b>avoids</b> the build-up of resistance to pesticides.
<b>Year 0</b>	
<b>Guidance:</b> Knowing and understanding the characteristics of the main pests of the Fairtrade crop will improve decisions on methods of control. This includes knowing how the pest affects the crop, conditions that may put the crop at risk, which parts of the plant are affected, where the pest develops and possible host plants.  By recording the presence of the pest in the fields your company is able to concentrate efforts in pesticide applications by doing spot treatments. Pesticide application decisions are based on pest monitoring.  Avoiding build-up of resistance to pesticides may include an appropriate pesticide application program where modes of action are rotated. It is a good practice to document action mechanisms of pesticides used against a specific pest or disease.	

## Proper use and handling of pesticides and hazardous chemicals

### 4.2.4 Ensuring proper and safe handling of chemicals through training

<b>Core</b>	Your company <b>provides training in hazards</b> related to pesticides and other hazardous chemicals during working hours to all workers handling these materials, and <b>ensures that these chemicals are handled properly</b> and <b>proper PPE is used</b> ( <a href="#">see 3.6.19</a> ).
<b>Year 0</b>	
<b>Guidance:</b> 'Handling' refers to transport, use, preparation, application, storage and disposal. Exposure may also be reduced by choosing certain formulations and modes of application. Further advice can be sought from the pesticide supplier or manufacturer. Periodic trainings on proper handling should be planned and implemented during working hours in order to provide updated information and to cover new workers.	



#### 4.2.5 Awareness about hazardous chemicals

<b>Core</b>	Your company <b>ensures</b> that all workers not directly handling pesticides or other hazardous chemicals are made aware of the hazards related to these materials.
<b>Year 0</b>	

#### 4.2.6 Buffer zones for application of hazardous materials

<b>Core</b>	Your company <b>does not apply</b> any pesticides or other hazardous chemicals near areas where there is on-going human activity (housing, canteens, offices, warehouses or the like). A buffer zone of at least 10 meters <b>is kept</b> unless there is a barrier that reduces pesticide drift effectively.
<b>Year 0</b>	
<b>Guidance:</b> The size of reduced buffer zones may depend on the density of the barrier or methods of application.	

#### 4.2.7 Buffer zones for spraying hazardous materials by air

<b>Core</b>	Your company <b>does not apply</b> pesticides or other hazardous chemicals by air above and around areas of on-going human activity or water sources. If spraying is outsourced to subcontractors your company <b>ensures</b> that all spraying requirements are met.
<b>Year 0</b>	
<b>Guidance:</b> When spraying is done aerially, buffer zones need to be larger than when spraying from the ground. To guarantee that buffer zones are respected, the company should identify places with human activity, rivers and other water sources on maps for pilots responsible for the spraying. If it is not possible to avoid spraying over small rivers or irrigation channels that flow within fields, these can be protected by planting protective vegetation.	

#### 4.2.8 Pesticides and hazardous chemical storage

<b>Core</b>	Your company <b>maintains</b> storage of pesticides and other hazardous chemicals under conditions that minimize risks. The storage area:
<b>Year 0</b>	<ul style="list-style-type: none"> <li>• <b>is locked</b> and accessible only to trained and authorised personnel;</li> <li>• <b>is ventilated</b> to avoid a concentration of toxic vapours;</li> <li>• <b>has equipment</b>, such as absorbent materials, to handle accidents and spills;</li> <li>• <b>is adequately illuminated</b> to allow the responsible person to read product labels properly;</li> <li>• <b>is made</b> of fireproof material;</li> <li>• <b>does not allow</b> the storage of pesticides to be mixed with food, personal protection equipment or any other equipment or machinery;</li> <li>• <b>has</b> containers that are clearly labelled indicating contents, warnings, and intended uses, preferably in the original container when possible; and</li> <li>• <b>contains</b> information on the proper handling of pesticides (safety sheets).</li> </ul>
<b>Guidance:</b> To further reduce risks your company is encouraged to store the least amount of stocks as practical depending on need, season, and distance to suppliers. It is good practice to keep the obsolete materials in the storage area until they can be disposed of safely.	



#### 4.2.9 Prevention and handling of accidents and spills

<b>Core</b>	Your company <b>is equipped</b> to handle accidents, spills and potential accidents effectively in areas where pesticides or hazardous chemicals are prepared or mixed for use. In case a spill occurs, seepage into the soil or water <b>supply is avoided</b> . The company <b>plans</b> spraying in such a way as to have no or very little spray solution remaining.
<b>Year 0</b>	
<b>Guidance:</b> Equipment to handle spills may be simple, such as absorbent material. Soil contaminated by the spill is collected and stored until the proper disposal method is found. Your company should aim to involve chemical suppliers and/or local authorities in providing support on how to best handle this soil.	

#### 4.2.10 Cleaning, storing and disposal of hazardous waste

<b>Core</b>	Your company <b>does not reuse</b> empty pesticide or hazardous chemical containers for water or food storage. Empty containers <b>are triple rinsed</b> and the rinse water <b>is used</b> in the mix of pesticides to be applied. Once triple rinsed, empty containers <b>are punctured</b> and <b>stored</b> while awaiting disposal. All waste equipment that has been in contact with pesticides or hazardous chemicals <b>is cleaned</b> and <b>stored</b> in a proper way.
<b>Year 0</b>	
<b>Guidance:</b> Stored in a proper way means to reduce risk of hazards by keeping away from people, animals and water sources. 'Waste equipment' refers to other waste material that has been in contact with pesticides or hazardous chemicals, such as personal protection equipment (PPE), filters, measuring and application equipment. The company is encouraged to contact chemical suppliers and/or local authorities for disposing of these materials. Pesticide and hazardous chemical remnants are covered under requirements related to storage.	

### Choice of pesticides used

#### 4.2.11 Prohibited Materials List

<b>Core</b>	Your company <b>does not use</b> materials on the Fairtrade International Prohibited Materials List (PML) part 1 (Red List) on Fairtrade crop(s) ( <a href="#">see annex 2</a> ). Only pesticides registered for use in the country can be used on the Fairtrade crops. Pesticides prohibited in the PML part 1 (Red List) <b>are clearly marked</b> , 'Not for use on Fairtrade crops'.
<b>Year 0</b>	
<i>Please note that Fairtrade International has revised its materials list and related requirements. The revised list and requirements will apply as of 1 January 2018. See the details about the changes and revised list <a href="#">on the website</a>.</i>	
<b>Guidance:</b> The Fairtrade International PML has two parts, Part 1 (Red List) which includes a list of prohibited materials and Part 2 (Amber List) which includes a list of materials which will be monitored and by 2016 decided whether or not they will be included in the Red List. Your company is encouraged to stop using materials on the Amber List. Your company may use materials listed on the PML on crops that are not Fairtrade crops, but will be asked by auditors for which crops and pests they are being used. The company is encouraged not to use these materials on any of the crops as they are dangerous for health and the environment.	

#### 4.2.12 Derogations from the prohibited materials list

<b>Core</b>	By derogation from 4.2.11, your company may apply certain materials from the Fairtrade International PML Part 1 (Red List). You may use materials <b>only</b> if you have previously
<b>Year 0</b>	<b>requested</b> to the certification body and <b>received</b> permission for determined materials and



	<p>scope according to the PML part 1 (Red List). This requirement only applies when the certification body allows the use of a material specified in the Fairtrade International Red List of Materials by derogation. The permission is subject to your company having demonstrated, on the basis of credible evidence the need to use the materials, how the use is minimized and undertaken under appropriate health and safety conditions, and that an appropriate plan and record is in place to substitute these materials.</p> <p><i>Please note that Fairtrade International has revised its materials list and related requirements. The revised list and requirements will apply as of 1 January 2018. See the details about the changes and revised list <a href="#">on the website</a>.</i></p>
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#### 4.2.13 Procedure for compliance with prohibited materials list

<b>Core</b>	Your company <b>has</b> a procedure in place to ensure that materials on the Fairtrade International PML part 1 (Red List) are not used on the Fairtrade crop.
<b>Year 0</b>	<i>Please note that Fairtrade International has revised its materials list and related requirements. The revised list and requirements will apply as of 1 January 2018. See the details about the changes and revised list <a href="#">on the website</a>.</i>
<b>Guidance:</b> The procedure describes any series of measures that are effective for your company.	

#### 4.2.14 Application of herbicides against weeds

<b>Core</b>	Your company <b>decides</b> to use herbicides based on the presence of weeds and lack of alternative controls. If used, herbicides should only be one element of an integrated strategy against weeds and used in spot applications.
<b>Year 0</b>	
<b>Guidance:</b> In case herbicides are used in the production of Fairtrade crops, this use has to be justified by your company. Strategies may include activities to avoid favourable growing conditions for weeds, to bring competition to weeds or to promote alternative control measures such as mechanical weeding, manual weeding, using herbivores or biological control.	

#### 4.2.15 Documenting pesticide use

<b>Core</b>	Your company <b>records</b> pesticides used. Your company <b>indicates</b> which of those materials are on the Fairtrade International PML (Part 1 Red List and Part 2 Amber List; <a href="#">see annex 2</a> ).
<b>Year 3</b>	At minimum is the name of person who applied the pesticides, name and amount of pesticide used, method of application, name of target pest or disease, date and site <b>are included</b> . There <b>are records</b> for at least the last 12 months and based on this, goals of pesticide reduction or of maximum amounts to be used <b>are defined</b> .
<i>Please note that Fairtrade International has revised its materials list and related requirements. The revised list and requirements will apply as of 1 January 2018. See the details about the changes and revised list <a href="#">on the website</a>.</i>	
<b>Guidance:</b> Recording pesticides will increase your company's awareness of the relationship between the amounts of pesticides used and the resulting impact it has on controlling pests by cross referencing this information with pest monitoring. The company will be able to analyse trends and establish goals on reduction and maximum amounts. It is good practice to record	



the commercial name as well as the active ingredient. It is suggested that the amount of pesticide used be recorded as amount of active ingredient used per unit of area.

'Method of application' is the type of equipment or type of formulation used. For 'target pest or disease' the common name may be recorded. It is suggested to include the plot.

### 4.3 Soil and Water

**Intent and scope:** The intent of the section is to ensure good practices in water sourcing, water use, water recycling and waste water treatment. Good practices in the handling of fertilizers can reduce pollution in water sources and the wasting of resources. Improving fertility is a relevant activity to improve sustainability in agriculture.

The requirements in this section apply to the Fairtrade crops and fields where they are grown.



## Handling fertilizers

### 4.3.1 No human sewage sludge used for fertilizer

<b>Core</b>	Your company <b>does not use</b> human sewage sludge for fertilizer.
<b>Year 0</b>	
<b>Guidance:</b> Human sewage sludge poses health risks for people working with it and can cause food poisoning via food crops.	

### 4.3.2 No untreated sewage water used for fertilizer

<b>Core</b>	Your company <b>does not use</b> untreated sewage water for fertilization, irrigation and processing of Fairtrade crops.
<b>Year 0</b>	
<b>Guidance:</b> Untreated human sewage water poses health risks to people working with or near it and can cause food poisoning via food crops.	

### 4.3.3 Amount of fertilizer used matches nutrient need

<b>Core</b>	Your company only <b>applies</b> fertilizers (organic and inorganic) in amounts that respond to the nutrient need of the crop.
<b>Year 1</b>	
<b>Guidance:</b> The company fertilizes based on a nutrient analysis of the plots. Frequency of analysis is defined by the company.	

### 4.3.4 Fertilizer storage to minimize risk for water pollution

<b>Core</b>	Your company <b>stores</b> fertilizers (inorganic and organic) in a way that minimizes the risk of polluting water. Fertilizers and pesticides are stored separately.
<b>Year 0</b>	
<b>Guidance:</b> Fertilizers, especially nitrogen, can pollute water sources. Cross contamination between fertilizers and pesticides may lead to crop damage therefore they should not be stored in proximity of each other. This does not mean that they must be stored in separate storage rooms. If the label or the instructions allows mixing, they can be stored together.	

## Soil erosion

### 4.3.5 Prevention and reduction of soil erosion

<b>Dev</b>	Your company <b>identifies</b> land at risk of soil erosion and land that is already eroded and <b>undertakes</b> practices that reduce and/or prevent soil erosion caused by wind, water, and/or human or animal impact.
<b>Year 3</b>	
<b>Guidance:</b> Practices to reduce or prevent soil erosion include prevention measures to avoid erosive conditions, remedial actions, implementing groundcovers or other kinds of vegetation.	



#### 4.3.6 **NEW 2011** Application of ground cover

<b>Dev</b>	Your company <b>identifies</b> areas where ground cover is needed and <b>has</b> a plan with a maximum timeline to establish groundcover in all identified areas in order to avoid bare soil.
<b>Year 3</b>	
<b>Guidance:</b> Groundcover should be planted in order to prevent soil erosion, increase water availability and control weeds. If soil erosion conditions do not exist, it is still a good practice to avoid bare soil and to introduce groundcover. For perennial systems, the management of the perennial groundcover protects soil, builds fertility, and conserves natural resources and biodiversity. In non-permanent crops the use of groundcover should be explored. Implementing groundcover may not be applicable for certain crops.	

### Soil fertility

#### 4.3.7 Enhancing soil fertility

<b>Core</b>	Your company <b>implements</b> practices designed to enhance soil fertility.
<b>Year 1</b>	
<b>Guidance:</b> The company should establish its own internal guidelines for minimum requirements to ensure soil fertility and improved soil structure. These requirements are based on techniques and practices known to be effective in the long term. The company should evaluate the possible causes of reduced fertility or poor soil structure and implement remedial actions. Practices may include crop rotation, intercropping, agroforestry, the use of ground covers or incorporating compost or green manures into the soil.	

### Sustainable water sources

#### 4.3.8 Quality of irrigation water

<b>Core</b>	Your company <b>evaluates</b> possible health risks from irrigation water, and if deemed appropriate makes an analysis and acts upon the results of the analysis.
<b>Year 1</b>	
<b>Guidance:</b> In cases where water sources may be suspected to be harbouring disease causing agents (for example if a village is located upstream) the company should analyse water, identify health risks for workers and food crop safety, and find possible solutions.	

#### 4.3.9 Sources of irrigation water

<b>Core</b>	Your company <b>knows</b> where water used in irrigation and processing of Fairtrade crops comes from. An inventory of sources <b>is available</b> .
<b>Year 1</b>	
<b>Guidance:</b> The company should have a map or sketch illustrating the location of the water sources.	





#### 4.3.10 Optimizing water use

<b>Core</b>	Your company <b>implements</b> procedures to make efficient and rational use of water sources. These procedures include prediction of volumes of water needed to irrigate the crop, measuring (or estimating) volumes of water extracted from sources and volumes actually used in irrigation and processing, providing maintenance to the water distribution system and adopting, as applicable, methods to recirculate, reuse and/or recycle water.
<b>Year 1</b>	

**Guidance:** Methods to predict water needs should take into account the amount of water lost by evaporation and transpiration. The amounts may be estimated through simple methodologies or accurately measured through more sophisticated technology. Your company may explore more efficient ways of using water in processing facilities.

#### 4.3.11 **NEW 2011** Sustainable use of water

<b>Dev</b>	Your company <b>keeps informed</b> about the status of the water sources in the area. In case local environmental authorities or other entities consider that water sources are being depleted, are in a critical condition or under excessive usage, your company <b>engages</b> in a dialogue with the authorities or local initiatives in order to identify possible ways to be involved in research or solution finding.
<b>Year 3</b>	

**Guidance:** It may be difficult to know if a water source is sustainable or if it has replenishing capacity, but the existing knowledge about the sustainability of the water sources can be monitored for related information and/or claims with local authorities, universities or organizations that are working in the region.

#### 4.3.12 **NEW 2011** Optimizing irrigation systems

<b>Dev</b>	Your company <b>makes use</b> of the best accessible (or locally available) technology for irrigation and processing in order to optimize quantities of water applied.
<b>Year 6</b>	

**Guidance:** It is recommended that your company aims at optimizing the efficiency of its current system or change it to a more efficient one.

#### 4.3.13 Handling waste water from processing facilities

<b>Core</b>	Your company <b>handles</b> waste water from processing facilities in a manner that does not have a negative impact on water quality, soil health and structure or food safety.
<b>Year 3</b>	

**Guidance:** Waste water from processing facilities includes water contaminated by the process itself and also refers to waste water from sanitary facilities. A plan may be defined to monitor the water quality of the waste water discharged from processing facilities. Such a plan may include: baseline levels of acceptability for waste water quality, method(s) of analysis of water quality, a specified frequency of monitoring and means to correct any incidence of contaminants down to adequate levels.

Water filtration or other treatment systems may be installed in the processing facilities.



## 4.4 Waste

**Intent and scope:** This section intends to ensure appropriate handling, reduction and recycling of waste in order to reduce the risks of hazardous waste and thus lead to an improved environment and work place.

The requirements in this section apply to the fields where Fairtrade crops are grown.

### 4.4.1 Storage and disposal of hazardous waste

<b>Core</b>	Your company <b>keeps</b> the production site free of hazardous waste. Designated areas for the storage and disposal of hazardous waste <b>exist</b> and <b>are used</b> regularly.
<b>Year 1</b>	Hazardous waste <b>is not burned</b> . In the absence of appropriate disposal facilities, small amounts of hazardous farm waste can be burned in a well-ventilated area away from people, animals or crops. Your company may only burn hazardous waste if it is allowed by local regulation and all safety recommendations are followed.
<p><b>Guidance:</b> Your company can implement a training program by which all workers are made aware of where hazardous waste exists on the production site and how it can be handled and stored properly. The risk of pollution from areas for storage and disposal of hazardous waste should be minimized or eliminated.</p> <p>The company may also contact suppliers and local authorities for help with identifying hazardous materials and better practices to handle and dispose of them.</p>	

### 4.4.2 Waste management plan

<b>Core</b>	Your company <b>has</b> a waste management plan that includes strategies in waste reduction, recycling, reuse and disposal alternatives. This plan <b>establishes</b> timelines by when the company will identify the main wastes, ways to reduce and reuse them if applicable, and to dispose of them in the best available way.
<b>Year 1</b>	
<p><b>Guidance:</b> Your company is encouraged to participate in a regional program for waste management and to update its strategies based on changes in regional alternatives.</p> <p>All potential sources of waste should be identified. Prioritization within the management plan is based on toxicity of wastes and estimated volumes and other applicable criteria. The plan should include collection and disposal alternatives for hazardous and non-hazardous waste and for any materials that can be effectively recycled. Alternatives may depend on availability in the region.</p>	

### 4.4.3 Organic waste use and disposal

<b>Dev</b>	Your company <b>uses</b> organic waste in a sustainable way through the implementation of practices that allow nutrients to be recycled.
<b>Year 3</b>	Feeding animals with organic waste contaminated with pesticides is not allowed.  Burning organic waste is only allowed if required by applicable legislation for sanitary purposes, or it is proven a more sustainable practice.
<p><b>Guidance:</b> Examples of sustainable practices are composting, mulching and using green manures. If burning organic waste for sanitary reasons is undertaken, it should be done in a strictly controlled manner to minimize risk of wildfires and smoke production.</p> <p>Using organic waste as fuel could be considered a more sustainable practice.</p>	



## 4.5 Genetically Modified Organisms (GMO)

**Intent and scope:** This section intends to ensure that Genetically Modified (GM) crops are not intentionally used on Fairtrade crops. GM crops do not contribute to sustainability in the long run. GM crops increase dependencies on external inputs and discourage an integrated approach in the production system thus inhibiting resiliency. GM crops may also have potential negative impacts on human health and to the environment.

GM requirements in this Standard are applicable to all crops that the company is certified for and to other crops grown in the same fields.

This means that the parallel production of a GM variety and a non-GM variety of the certified crop(s), even if not intended for the Fairtrade market, is not allowed.

### 4.5.1 No intentional use of genetically engineered seed or planting stock

<b>Core</b>	Your company <b>does not intentionally use</b> genetically engineered seed or planting stock for the Fairtrade crop(s). You <b>implement</b> practices to avoid GM contamination in seed stocks.
<b>Year 0</b>	

**Guidance:** The company should evaluate the potential risk of use of genetically modified seed stock and/or planting material and should be aware of those species and varieties which are registered in the country or region and are to be sold as Fairtrade. For species identified as at risk, the company should establish additional measures to avoid use of these seed lots.

## 4.6 Biodiversity

**Intent and scope:** This section intends to ensure that biodiversity and natural ecosystems are preserved and protected.

Biodiversity supports natural ecosystems. The loss of natural ecosystems is a threat to the sustainability of the production system because the benefits they provide can be lost. These benefits include enhanced water conservation, soil fertility, potential alternative crops, hosting of natural enemies, and a reserve of products important to local communities. Natural ecosystems also provide a buffer to mitigate and adapt to the effects of climate change. Your company is encouraged to participate in regional or national initiatives on biodiversity.

The requirements in this section apply to the whole production area of the company.

### 4.6.1 Conservation of protected areas

<b>Core</b>	Your company <b>avoids</b> negative impacts on protected areas and in areas with high conservation value, within or outside the farm or production areas. The areas used or converted to production of the Fairtrade crop <b>comply</b> with national legislation in relation to agricultural land use.
<b>Year 0</b>	

**Guidance:** 'Protected areas' are a clearly defined geographical space, recognised, dedicated and managed, through legal or other effective means, to achieve the long-term conservation of nature with associated ecosystem services and cultural values (IUCN 2008). Protected areas can be public or private biological conservation areas. Your company can identify protected areas with the help of local, regional or national authorities.

'Areas with high conservation value' is a concept developed by Forest Stewardship Council (FSC) and refers to areas that are worth conserving because they are important on a local, regional or global scale. They may include social value such as the benefits that an area provides to a community in terms of its cultural importance or economic resource or biological value such as



ecosystems or habitats of an endangered species. These areas can usually be identified as areas with natural vegetation with low disturbance from agriculture, forestry, industry, urbanism or other. The company may initially identify areas with high conservation value based on available knowledge within company and neighbouring community. The company may wish to consult with elders and people in the community who may have knowledge of the natural vegetation in the region.

More information on HCV areas can be found in the following sources: [www.fsc.org](http://www.fsc.org), [www.hcvnetwork.org](http://www.hcvnetwork.org).

'Negative impact' refers to partial or complete destruction of the protected area or loss of the conservation values.

#### 4.6.2 Observation of buffer zones

<b>Core</b>	Your company <b>maintains</b> buffer zones around bodies of water and watershed recharge areas and between production and areas of high conservation value, either protected or not.
<b>Year 0</b>	Pesticides, hazardous chemicals and fertilizers <b>are not applied</b> in buffer zones.

**Guidance:** Buffer zones in this requirement are intended to protect biodiversity. It is recommended that total use of land for crop production be avoided. It is also recommended that buffer zones where feasible are connected in order to create ecological corridors.

Restoration of ecological corridors may take place by actively introducing vegetation or by passively protecting it to allow regeneration of native vegetation. No requirement is made on minimum distance.

#### 4.6.3 Sustainability of wild harvesting

<b>Core</b>	Any wild harvesting of Fairtrade products <b>is done</b> in a manner that assures the sustainability and survivability of the collected species.
<b>Year 0</b>	

**Guidance:** Wild harvesting implies that the only productive activity is the harvest itself. Any other activities (e.g. clearing paths, maintaining camps) should be done in a way that minimizes human impact. 'Assuring sustainability' refers to harvesting done in a manner that:

- maintains the viability of the species and allows it to continue to perpetuate itself;
- ensures that the product is still available to other species in the ecosystem that depend on it;
- ensures that the subsequent harvest cycle will provide a comparable quantity.

#### 4.6.4 No hunting of threatened species, no invasive species introduced

<b>Core</b>	Your company <b>ensures</b> that no collecting or hunting of rare or threatened species is undertaken and that no alien invasive species is introduced.
<b>Year 1</b>	

**Guidance:** Initial classification of rare and threatened species and identification of alien invasive species is made by your company based on its own knowledge. With time your company is expected to contact a local expert who would provide support in identifying rare and threatened species and in adjusting the initial classification, and who could provide support in identifying alien species and ways in which their introduction and propagation may be avoided.

In addition to local and regional information, your company may want to look at IUCN red list of threatened species at [www.iucnredlist.org](http://www.iucnredlist.org).

For further information on alien invasive species see the Convention of Biological Diversity at [www.cbd.int/invasive/](http://www.cbd.int/invasive/)



#### 4.6.5 **NEW 2011** Biodiversity plan

<b>Dev</b>	Your company <b>participates</b> actively in local or regional environmental projects or <b>has</b> a biodiversity plan.
<b>Year 3</b>	
<p><b>Guidance:</b> The plan first aims at identifying key biodiversity issues in the region and then proposes how the company could contribute to improving those issues.</p> <p>A biodiversity plan does not require the hiring of an external consultant for its elaboration or implementation. Local knowledge from workers and the community is valuable and can be considered. With time the company may benefit from advice by local experts such as authorities, universities or NGOs.</p>	

#### 4.6.6 **NEW 2011** Agro-forestry and agricultural diversification

<b>Dev</b>	Your company <b>evaluates</b> the implementation of agro-forestry systems as well as agricultural diversification, as applicable.
<b>Year 3</b>	
<p><b>Guidance:</b> Agro-forestry crops or crops from species originally living under shade or forest ecosystems may benefit from being produced under their original conditions. This may improve soil conditions and the local environment, as long as it is economically feasible.</p> <p>'Agricultural diversification' refers to growing different crops that will enable the company to have alternative income sources. This may be preferred, as long as it is economically feasible.</p>	

### 4.7 Energy and Greenhouse Gas Emissions

**Intent and scope:** This section intends to strengthen local production systems by lowering dependencies on external inputs and recognizing this as an important way of adapting to climate change. While agriculture is vulnerable to climate change, it also has the potential to reduce it by decreasing emissions, increasing carbon sinks, enhancing biodiversity and resilience.

The requirements in this section apply to the whole production area of the company.

#### 4.7.1 Efficient energy use

<b>Core</b>	In processing facilities where non-renewable energy is used your company <b>keeps records</b> of energy consumption, <b>takes measures</b> to use energy more efficiently and <b>replaces</b> non-renewable sources by renewable ones as far as possible.
<b>Year 1</b>	
<p><b>Guidance:</b> Records help to identify measures for efficient use and make informed decisions on how to reduce energy consumption.</p> <p>A possible measure to use energy more efficiently is the adequate maintenance of processing equipment.</p>	



#### 4.7.2 **NEW 2011** Greenhouse gas emissions and carbon sequestration

<b>Dev</b>	Your company <b>researches</b> and <b>implements</b> practices that reduce greenhouse gas emissions and increase carbon sequestration.
<b>Year 6</b>	
<b>Guidance:</b> Incorporating green manure in the fields and increasing organic matter in the soil contribute to the increase in carbon sequestration.	

## 5. Trade

**Intent and scope:** This chapter outlines the rules you need to comply with when you sell Fairtrade products.

This chapter does not include the requirements you will have to fulfil if you want to trade products from other certified or non-certified organizations. In that case you will be considered a trader and you will have to comply with the rules in the Fairtrade Trade Standard.

Buyers comply with the Fairtrade Trade Standard when they buy Fairtrade products from you. You are encouraged to know those rules so you can be better positioned when negotiating Fairtrade transactions. The rules for traders are explained in the Fairtrade Trader Standard that can be found at [www.fairtrade.net/trade-standard.html](http://www.fairtrade.net/trade-standard.html)

### 5.1 Traceability

#### 5.1.1 Identification of Fairtrade products

<b>Core</b>	When your company sells a Fairtrade product it <b>identifies</b> clearly in the related documents such as invoices and delivery notes that the product is Fairtrade.
<b>Year 0</b>	

#### 5.1.2 Record-keeping of Fairtrade sales

<b>Core</b>	Your company <b>keeps records</b> of all its Fairtrade sales. Those records <b>indicate</b> the volume sold, the name of the buyer and its Fairtrade International ID number, the date of the transaction and a reference to sales documents in such a way that the certification body is able to link these records with the corresponding sales documents.
<b>Year 0</b>	

#### 5.1.3 Record-keeping for processing Fairtrade products

<b>Core</b>	If your company processes Fairtrade products you <b>keep records</b> that specify the amount of product before and after processing.
<b>Year 0</b>	



### 5.1.4 Marking Fairtrade products

<b>Core</b>	When your company sells a Fairtrade product it <b>marks</b> the product clearly and visibly so that it can be identified as Fairtrade.
<b>Year 0</b>	
<b>Guidance:</b> Your company can decide what type of mark it will use to identify the product as Fairtrade (e.g., the Fairtrade International ID or "Fairtrade International/Fairtrade" on the package and documentation), so long as it is visible and clear.	

### 5.1.5 Physical segregation of Fairtrade products

<b>Core</b>	If your company also handles non-Fairtrade products, it <b>physically segregates</b> the Fairtrade product from the non-Fairtrade product at all stages (e.g. storage, transport, processing, packaging, labelling and handling).
<b>Year 0</b>	

### 5.1.6 Physical traceability at the processing stage

<b>Core</b>	<p>If your company produces and processes juice or tea from the <i>Camellia</i> plant and sells to operators without physical traceability, your company does not need to physically separate the Fairtrade product from the non-Fairtrade product at the processing stage. Your company <b>fulfils</b> the following rules:</p> <ul style="list-style-type: none"> <li>• The volumes sold as Fairtrade <b>do not exceed</b> the equivalent volumes produced as Fairtrade at any point in time;</li> <li>• The Fairtrade product sold <b>comes</b> from the same site where the Fairtrade product was delivered for processing;</li> <li>• The product grown as Fairtrade <b>is</b> of the same kind and quality as the input used to process the Fairtrade product (like for like);</li> <li>• If your company wants to sell to operators that require physical traceability, <b>you</b> physically <b>separate</b> the product during processing.</li> </ul>
<b>Year 0</b>	
<b>Guidance:</b> The above points are called the Mass Balance Rules. The following example shows what the "same kind" of product means: If your company sells Fairtrade organic tea, the product that your company buys as Fairtrade cannot be non-organic tea. The possibility to mix Fairtrade and non-Fairtrade products only applies at the processing stage if you process yourself or subcontract the processing.	

## 5.2 Sourcing

### 5.2.1 Selling product in stock with new Fairtrade certification

<b>Core</b>	When your company becomes certified it <b>can sell</b> the product that it has in stock as Fairtrade, but it <b>does not sell</b> the product that was produced more than one year before initial certification as Fairtrade.
<b>Year 0</b>	
<b>Guidance:</b> This requirement means that a company obtaining certification may begin selling recently harvested products in stock from the last 12 months production without having to wait for the next harvest after initial certification. Traceability requirements will be applied to applicable products traded during the 12 month period.	



## 5.3 Contracts

### 5.3.1 Updated Fairtrade Minimum Prices

<b>Core</b>	If Fairtrade International publishes new Fairtrade Minimum Prices, your company <b>fulfils</b> all signed contracts at the price agreed in the contract.
<b>Year 0</b>	The price in the contract can be modified only if your company and the buyer both agree to it in writing.

### 5.3.2 No new contracts in case of suspension

<b>Core</b>	You <b>do not sign</b> new Fairtrade contracts if <ul style="list-style-type: none"> <li>• your buyer is suspended; or</li> <li>• you are suspended;</li> </ul> unless you can prove that you have existing trade relationships. If you do have existing trade relationships you can sign new contracts with this partner but the volume is restricted to up to a maximum of 50% of the volume traded with each partner in the previous year.  In all cases you fulfil existing Fairtrade contracts during the suspension period.
<b>Year 0</b>	
<b>Guidance:</b> The certification body will determine whether an existing trading relationship exists.	

### 5.3.3 Termination of Fairtrade sales in case of decertification

<b>Core</b>	If your company is decertified, it <b>stops selling</b> any Fairtrade product from the date of decertification even if there are signed Fairtrade contracts still to be fulfilled.
<b>Year 0</b>	

### 5.3.4 Binding purchase contracts

<b>Core</b>	You <b>sign</b> binding purchase contracts provided by your buyers, which are in line with Fairtrade requirements.
<b>Year 0</b>	Unless otherwise stated in the product Standards, contracts at minimum clearly indicate the agreed volumes, quality, price (Fairtrade Minimum Price or market price; whichever is higher), payment terms, and delivery conditions. All contracts between operators and Fairtrade payers or conveyors stipulate a mechanism to resolve conflicts separate from jurisdiction, agreed by both parties.

## 5.4 Use of Fairtrade trademarks

### 5.4.1 Artwork approval

<b>Core</b>	If your company wants to use any of the FAIRTRADE Marks on your wholesale packaging or external promotional material (such as brochures, websites, or invoices for Fairtrade products), you first <b>contact</b> Fairtrade International for approval at <a href="mailto:artwork@fairtrade.net">artwork@fairtrade.net</a>
<b>Year 0</b>	
<b>Guidance:</b> Fairtrade International encourages producers to use the FAIRTRADE Mark but needs to verify that it is used in line with the "Trademark Use Guidelines" to protect its integrity. Please calculate 5 to 6 weeks for the complete process.	





If you used the FAIRTRADE Mark without prior permission you do not need to remove it immediately, just contact [artwork@fairtrade.net](mailto:artwork@fairtrade.net) to discuss necessary steps.

### 5.4.2 Contract for using the FAIRTRADE Mark

<b>Core</b>	If your company produces finished Fairtrade products and wants to sell them to consumers under your own brand name with any FAIRTRADE Mark, <b>you sign a contract</b> with Fairtrade International or with a National Fairtrade Organization.
<b>Year 0</b>	

**Guidance:** Please contact Fairtrade International at [license@fairtrade.net](mailto:license@fairtrade.net) for more information.



## Annex 1 Fairtrade Geographical Scope Policy of Producer Certification

### Purpose

The purpose of the Fairtrade International geographical scope is to determine in which countries producer organizations can be Fairtrade certified. The countries currently included in the scope are listed below.

### Approach

Fairtrade International considers income per capita, wealth disparity and other economic and social indicators, as well as long-term impact for producers and Fairtrade International’s ability to support producers, to determine which countries can be included in the geographical scope (see guidelines on page 4 for more details). Excluded from Fairtrade International’s geographical scope are members of the European Union and G8-countries.

Fairtrade International reserves the right to make discretionary amendments to the geographical scope in line with specific product strategies.

### Review

The review of the policy follows the Standard Operating Procedure for the development of Fairtrade Standards, which determines a 5 year routine review cycle and provides for more frequent reviews in case of need. The Fairtrade International Board makes final decisions regarding the geographical scope policy.

Fairtrade International units, member organizations, or other relevant stakeholders can submit requests to amend the geographical scope by writing to [standards-pricing@fairtrade.net](mailto:standards-pricing@fairtrade.net). Standards & Pricing evaluates the requests, does any relevant additional research and makes proposals regarding any scope amendments.

### Fairtrade Pricing regions

The countries in the geographical scope are divided into the Fairtrade pricing regional divisions, as listed in the [Fairtrade Minimum Price and Premium table](#).

Africa and the Middle East				
Northern Africa	Middle East	Western Africa	Eastern Africa	Southern Africa
Algeria	Iraq	Benin	Burundi	Angola
Egypt	Jordan	Burkina Faso	Congo (DRC)	Botswana
Libya	Lebanon	Cameroon	Djibouti	Comoros
Morocco	Oman	Cape Verde	Eritrea	Lesotho
Sudan	Palestine	Central African Republic	Ethiopia	Madagascar
Tunisia	Syria	Chad	Kenya	Malawi
	Yemen	Congo	Rwanda	Mauritius
		Cote d'Ivoire	Somalia	Mozambique
		Equatorial Guinea	South Sudan	Namibia
			Uganda	



		Gabon Gambia Ghana Guinea Guinea-Bissau Liberia Mali Mauritania Niger Nigeria  Sao Tome and Principe Senegal Sierra Leone Togo	Tanzania	Seychelles South Africa Swaziland  Zambia Zimbabwe
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**Asia and Pacific**

<b>Western Asia</b>	<b>Central Asia</b>	<b>Eastern Asia</b>	<b>Southern Asia</b>	<b>South-Eastern Asia</b>	<b>Pacific</b>
Armenia Azerbaijan Georgia	Kazakhstan Kyrgyzstan Tajikistan Turkmenistan Uzbekistan	China* Korea (DPRK) Mongolia	Afghanistan Bangladesh Bhutan India  Iran  Maldives Nepal Pakistan Sri Lanka	Cambodia Indonesia Laos  Malaysia Myanmar Philippines Thailand  Timor-Leste  Viet Nam	Cook Islands  Fiji Kiribati Marshall Islands Micronesia Nauru  Niue Palau  Papua New Guinea Samoa  Solomon Islands  Tokelau Tonga Tuvalu Vanuatu  Wallis and Futuna Islands

\* In China, producers can only be certified against the Standard for Small Producer Organizations. Contract Production and Hired Labour set-ups cannot be certified as Fairtrade in China.

Companies in China can be certified as traders for all Fairtrade products except cotton. Only under the Fairtrade Cotton Sourcing Program can companies processing cotton in China be “Fairtrade verified” and the Price and Premium payer “Fairtrade certified” for cotton.

**Latin America and the Caribbean**

<b>Central America and Mexico</b>	<b>Caribbean</b>	<b>South America</b>
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Belize	Antigua and Barbuda	Argentina
Costa Rica	Cuba	Bolivia
El Salvador	Dominica	Brazil
Guatemala	Dominican Republic	Chile
Honduras	Grenada	Colombia
Mexico	Haiti	Ecuador
Nicaragua	Jamaica	Guyana
Panama	Saint Kitts and Nevis	Paraguay
	Saint Lucia	Peru
	Saint Vincent and the Grenadines	Suriname
	Trinidad and Tobagoz	Uruguay
		Venezuela

### Geographical Scope Review Guidelines

Fairtrade International considers a combination of three factors, as shown below, when reviewing if a country can be **added** to or **removed** from the Fairtrade geographical scope. Any requests submitted to amend the geographical scope should provide information on these factors.

#### Social and economic indicators

In order to assess the economic and social situation of a particular country the following indicators have been selected:

- [The OECD-DAC \(Development Assistance Committee\) list of recipients of official development assistance \(ODA\)](#) lists all countries and territories eligible to receive ODA. These consist of all low and middle income countries based on gross national income per capita, as published by the World Bank, with the exception of G8 members, European Union (EU) members and countries with a firm accession date for entry into the EU.
- [The World Bank Gini index](#) measures economic disparity within over 140 countries by considering the distribution of income or consumption expenditure. A Gini index of 0 represents perfect equality, while an index of 100 implies perfect inequality.
- [The Human Development Index](#) combines life expectancy, education and income indicators to group over 180 countries into four tiers of human development: very high human development, high human development, medium human development and low human development.

Please note: It is recognised that data is not always reliable or available for every country, and that other sources of information may provide more relevant data for specific topics. Therefore other indexes, data sources and relevant information can also be taken into account when assessing the social and economic aspects of countries for this purpose.

#### Long-term impact for producers

The long-term impact on the livelihoods and communities of Fairtrade producers is a strategic priority.

Before proposing to **remove** a country from the Fairtrade geographical scope, it is therefore necessary to find out if/how many Fairtrade producers are present, and the implications that such a change could have on existing producers in the Fairtrade system.

It is equally important to take the long-term aims of Fairtrade into account, before proposing to **add** a new country. It would be necessary to consider, for example, before proposing to include any European



countries, whether they are likely to join the EU within the next 10 years or so (since EU member states are excluded from the geographical scope). Also, market access and supply chain sustainability of potential producer organizations must be considered.

### **Producer support**

Fairtrade places high importance on producer support. Before proposing to **add** new countries, it is necessary to find out if producer support would be available. Equally, when proposing to **remove** a country, when relevant the availability of producer support needs to be considered, in order to best carry out any transitions.

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## Annex 2 Prohibited Materials List (valid until 31 December 2017)

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*Fairtrade International has revised its materials list and related requirements. The revised list and requirements will apply as of 1 January 2018. See the details about the changes and revised list [on the website](#).*

The Prohibited Materials List (PML) is divided in two lists: the Red List and the Amber List.

### Red List

**The Red List includes materials that must not be used on Fairtrade products.** Handling means all activities that producers are involved in, such as production, post-harvest treatment, processing, storage and transportation.

### Amber List

**The Amber List includes materials which are being evaluated by Fairtrade International as candidates to be prohibited by inclusion into the Red List.** Materials from the Amber List can still be used by producers for Fairtrade crops. Producers must report their use for monitoring purposes. Monitoring will last until 2016, by which date a revision of the Red and Amber lists will be made. Producers should be aware that these materials may eventually be prohibited and are encouraged to abandon their use.

### Structure of the Red and Amber List

The lists contain the following information:

**Substance:** specifies the name of the material

**Reference list:** shows in 7 columns the international list or regulation from where Fairtrade International has taken the material. The reference lists are:

- POP: The Stockholm Convention on Persistent Organic Pollutants
- PIC: The Rotterdam Convention on the Prior Information Consent Procedure for Certain Hazardous Chemicals and Pesticides in International Trade
- PAN 12: Pesticide Action Network's "dirty dozen" list (currently 18 pesticides)
- WHO 1a and 1b: World Health Organization Acute toxicity classification Ia and Ib
- EU: Banned or severely restricted in the European Union according to PAN List of Lists
- US: Banned or severely restricted pesticide EPA according to PAN List of Lists

### Specific regulations in the Red List

These provide information for specific use of materials and include:

Derogation possible and required prior to use: The material must not be used unless derogation is granted by the certification body. The possible product scope and timeline for derogations is indicated.

Prohibition only for specified crops and use: The material must not be used on specific crops and for specific purposes.



Prohibition introduced with current revision: The material was previously allowed and is not anymore with publication of this list. Derogation may or may not be possible. The certification body will define a transition period for traders to eliminate this material or may grant derogation upon request, as applicable.



## Part 1: Fairtrade International Red List of prohibited materials

Substance	Reference list							Specific regulations
	POP	PIC	PAN 12	WHO 1a	WHO 1b	EU	US	
1,2 dibromethane (ethylene dibromide) (EDB)		X	X			X	X	
1,2-dichloroethane (ethylene dichloride)		X				X	X	
2,4,5-T (2,4,5-trichlorophenoxyacetic acid) and its salts and esters (dioxin contamination)		X	X			X	X	
3-Chloro-1,2-propanediol (Alpha-chlorohydrin)					X			
acrolein					X			
aldicarb			X	X		X		
aldrin	X	X	X			X	X	
allyl alcohol					X			
alpha HCH (alpha-hexachlorocyclohexane)	X							
amoxicillin								Prohibited in bananas post-harvest
asbestos (such as crocidolite, actinolite, anthophyllite, amosite and tremolite)		X						
azinphos-ethyl					X	X		
azinphos-methyl	X				X	X		Derogations upon request possible only for citrus and deciduous crops until 2016
beta – cyfluthrin					X			<i>Prohibited since 2011</i> Derogations upon request possible until 2016
beta HCH (beta-hexachlorocyclohexane)	X							
binapacryl		X				X	X	
blastidicin (blastidicin-S)					X			
brodifacoum				X				
bromadiolone				X				
bromethalin				X				
butocarboxim					X			
butoxycarboxim					X			
cadusafos (ebufos)					X	X		Derogations upon request possible only for citrus and deciduous crops and for flowers and plants until 2016





Substance	Reference list							Specific regulations
	POP	PIC	PAN 12	WHO 1a	WHO 1b	EU	US	
calcium arsenate					X		X	
calcium cyanide				X				
captafol		X		X		X	X	
carbofuran					X	X	X	Derogations upon request possible only for flowers and plants until 2016
chlordane	X	X	X			X	X	
chlordecone (kepone)	X					X	X	
chlordimeform		X	X			X	X	
chlorethoxyfos				X				
chlorfenvinphos					X	X		
chlormephos				X		X		
chlorobenzilate		X				X	X	
chlorophacinone				X				
copper acetoarsenite (Paris Green)					X			
coumaphos					X			
coumatetralyl					X			Derogations upon request possible until 2016
DBCP (dibromocloropropane)			X					
cyfluthrin					X			<i>Prohibited since 2011</i> Derogations upon request possible until 2016
DDT (Dichlorodiphenyl-dichloroethylene)	X	X	X			X	X	
demeton-S-methyl					X			
dichlorvos					X	X		Derogations upon request possible only for citrus and deciduous crops until 2016
dicrotophos					X			
dieldrin	X	X	X			X	X	
difenacoum				X				
difethialone				X				
dinoseb, its acetate and dinoseb salts		X				X		
dinoterb					X	X		
diphacinone				X				
disulfoton				X				
DNOC (dinitro-ortho-cresol) and its salts (ammonium, potassium, sodium)		X			X	X		



Substance	Reference list							Specific regulations
	POP	PIC	PAN 12	WHO 1a	WHO 1b	EU	US	
Dustable powder formulations containing a combination of: - benomyl at or above 7%, - carbofuran at or above 10%, - thiram at or above 5% (PIC: 15%)		X				X		
edifenphos (EDDP)					X			
endosulfan	X					X		
endrin	X		X			X	X	Prohibited since 2011
EPN				X			X	
ethiofencarb					X			
ethoprophos (ethoprop)				X				
ethylene oxide (oxirane)		X				X	X	
famphur					X			
fenamiphos					X			Derogations upon request possible until 2016
flocoumafen				X				
flucythrinate					X			
fluoroacetamide		X			X	X	X	
formaldehyde								Prohibited in flowers and plants
formetanate					X			
furathiocarb					X	X		
HCH mixed isomers (containing less than 99.0% of the gamma isomer)		X				X		
heptachlor	X	X	X			X	X	
heptenophos					X			
hexachlorobenzene (HCB) (benzene hexachloride)	X	X		X		X	X	
hexachlorocyclohexane HCH/BCH - (mixed isomers)	X		X					
isoxathion					X	X		
lead arsenate					X		X	
lindane (gamma-HCH)	X	X	X					
mecarbam					X			
mercury chloride		X		X		X		



Substance	Reference list							Specific regulations
	POP	PIC	PAN 12	WHO 1a	WHO 1b	EU	US	
Mercury compounds (including mercuric oxide, mercurous chloride (calomel), phenylmercury acetate (PMA), phenylmercuric oleate (PMO) other inorganic mercury compounds: alkyl mercury, alkyloxyalkyl and aryl mercury compounds)		X				X		
mercury oxide		X			X	X		
methamidophos		X			X	X	X	
methidathion					X	X		Derogations upon request possible only for citrus and deciduous crops until 2016
methiocarb (mercaptodimethur)					X			Derogations upon request possible until 2016
methomyl					X			Derogations upon request possible until 2016
methyl parathion (parathion methyl)		X	X	X		X	X	
mevinphos				X			X	
mirex	X					X	X	Prohibited since 2011
monocrotophos		X			X	X		
nicotine					X			
omethoate					X	X		
oxamyl					X			Derogations upon request possible until 2016
oxydemeton-methyl					X	X		
paraquat (all forms)			X					
parathion		X	X	X		X	X	
pentachlorobenzene	X							Prohibited since 2011
pentachlorophenol (PCP), its salts and esters		X	X		X	X	X	
phenylmercury acetate (PMA)				X				
phorate				X				
phosphamidon (fosfamidon)		X		X		X	X	
phostebupirim (tebupirimfos)				X				
polybrominated biphenyl mixture (PBB)		X						
polychlorinated biphenyls PCB (except mono-and dichlorinated) (Aroclor)	X	X						
polychlorinated terphenyls (PCT)		X						
propetamphos					X			
sodium arsenite					X		X	



Substance	Reference list							Specific regulations
	POP	PIC	PAN 12	WHO 1a	WHO 1b	EU	US	
sodium cyanide					X			
sodium fluoroacetate (1080)				X				
strychnine					X	X		
sulfotep				X				
tebupirimifos (phostebupirim)				X				
tefluthrin					X			
terbufos				X		X		
tetraethyl lead		X						
tetramethyl lead		X						
thallium sulphate					X	X	X	
thiofanox					X			
thiometon					X			
toxaphene (camphechlor)	X	X	X			X	X	
triazophos					X	X		
tris (2,3-dibromopropyl) phosphate		X						
vamidotion					X	X		
warfarin (coumaphene)					X			
zeta-cypermethrin					X			
zinc phosphide					X			



## Part 2: Fairtrade International Amber List or monitored materials

Substance	Reference list						
	POP	PIC	PAN 12	WHO 1a	WHO 1b	EU	US
2,3,4,5-bis(2-butylene) tetrahydro-2-furaldehyde [repellent-11]							X
2,4,5-TCP (potassium 2,4,5-trichlorophenate)							X
acephate						X	
alachlor						X	
amitraz						X	
arsenic compounds (EPA: arsenic trioxide: calcium, copper, lead and sodium arsenate sodium arsenite)						X	
atrazine						X	
bromoxynil							X
bromoxynil butyrate							X
butylate							X
cadmium and its compounds							X
carbaryl						X	
carbon tetrachloride							X
carbosulfan						X	
chloranil							X
chlorfenapyr						X	
chloromethoxypropyl-mercuric-acetate (CPMA)							X
chlozolate						X	
copper arsenate							X
cyhalothrine (but not lambda isomers of cyhalothrin)						X	
daminozide (alar)							X
DDD (dichlororodiphenyl-dichloroethan) [TDE]							X
di (phenylmercury) dodeceny succinate (PMDS)							X
dicofol						X	
dicofol containing less than 78% p,p -Dicofol or >1 g/kg of DDT and DDT related compounds						X	
dimethenamid						X	
ethyl hexylene glycol							X
fenthion						X	
fentin acetate						X	
fentin hydroxide						X	
fenvalerate						X	
ferbam						X	
haloxyfop-R (haloxyfop-P-methyl-ester)						X	



Substance	Reference list						
	POP	PIC	PAN 12	WHO 1a	WHO 1b	EU	US
leptophos							X
malathion						X	
maleic hydrazide and its salts, other than choline, potassium and sodium salts ; choline, potassium and sodium salts; maleic hydrazide containing more than 1 mg/kg of free hydrazine expressed on the basis of the acid equivalent						X	
monolinuron						X	
monuron						X	
nitrofen (TOK)						X	X
nonylphenol ethoxylates						X	
OMPA (octamethylpyrophosphoramidate)							X
permethrin						X	
phosalone						X	
propham						X	
pyrazophos						X	
pyriminil (vacor)							X
quintozene						X	
safrole							X
silvex							X
simazine						X	
technazene						X	
terpene polychlorinates (strobane)							X
thiodicarb						X	
triazamate							
trichlorfon						X	
triorganostannic compounds (tributyltin compounds)						X	
vinyl chloride							X
zineb						X	

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## Annex 3 Freedom of Association Protocol

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Agreed by the **[Fairtrade certified Company]**

hereinafter referred as **“the Company”**

1. The Company agrees to respect the human rights of the workers concerned and, in particular, the human right of all workers to form or join trade unions and to collectively bargain the conditions under which their work is performed. The Fairtrade Standard includes requirements for how certified companies shall respect rights under the Freedom of Association.
2. The Company will not do anything that would have the effect of discouraging workers from forming or joining a trade union. The Company will not refuse any genuine opportunity to bargain collectively with workers even where it is not legally obligated to do so. The Company agrees to allow representatives of trade union organizations that represent workers in the sector or in the region to meet with workers on company premises at agreed times and for these meetings to be conducted without any interference or surveillance. The Company must not interfere in any way with the election by workers of their representatives. This includes conducting or monitoring or certifying elections.
3. The Company will offer the representatives necessary facilities and, within reason, time off to carry out their functions, without requiring them to work overtime. Representatives can be expected to balance these functions with operational requirements, but not to the extent that they are unable to adequately represent workers.
4. The Company agrees to promote labour relations based on mutual respect, frequent dialogue and procedural fairness between the employer, on one hand, and workers and their trade unions on the other.
5. The Company agrees that capacity building of workers is essential for them to exercise their rights. The Company agrees to provide the facilities and the time off for workers so that all workers can be made aware of their rights. The Company also agrees to provide facilities and time off for union representatives and other elected representatives to improve their negotiation skills and knowledge of labour legislation.
6. The Company agrees to give due care to promote the empowerment of women by means of adequate training, capacity building, guidance, encouragement and assistance as necessary.
7. Given the importance of protecting trade union rights the Company agrees to communicate its commitment to Freedom of Association by posting a Right to Unionise Guarantee in the workplace in places that are visible for all workers. The Right to Unionise Guarantee shall be communicated to all workers, including temporary, seasonal and sub-contracted workers in their own language.



**8. The Right to Unionise Guarantee shall be worded as follows:**

[Company], in accordance with international human rights and Fairtrade requirements governing freedom of association, hereby guarantees all employees of [Company] the right to join or to form a union of their choice for the purposes of bargaining collectively with [Company] on working terms and conditions.

[Company] will not discriminate against any employee nor victimise any employee for exercising this right. Furthermore, [Company] will adopt a positive attitude towards any trade union organizers granted access for the purposes of talking about the benefits of trade union membership.

[Company] also will ensure that the formation of an organizing committee in the workplace is free of hindrance or interference or victimisation of the members of such a committee.

\_\_\_\_\_  
[Managing Director's name], Managing Director, [Company], Date

**9. Fairtrade will designate one or more local points of contact that can inform workers about their rights and provide them with support to establish and operate trade unions in the workplace. The point(s) of contact will include contact information of one or more established trade union organization and will be made available by Fairtrade producer service teams. The Ministry of Labour or a workers' rights advocacy organization may serve as a point of contact in addition to or instead of a trade union organization. By signing of this protocol, companies commit to communicating the goal of the points of contact and posting relevant contact information in the workplace in a format and language accessible to workers. The point of contact information is not required to be posted in workplaces where workers have been given the choice to join a trade union and have chosen not to be unionised, or if the majority of workers are already unionised.**

**10. Nothing in this Protocol shall set aside national legislation or the Fairtrade Standard for Hired Labour.**

This Protocol was signed

Date:

Name:

\_\_\_\_\_  
On behalf of [Company]



