

Responses to Forced Labor Allegations in the Greenpeace Southeast Asia’s *Netting Profits, Risking Lives* Report

Fisheries Agency, Ministry of Agriculture

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Summary

This report is a response to Greenpeace Southeast Asia’s report, “NETTING PROFITS, RISKING LIVES: The Unresolved Human and Environmental Exploitation at Sea” (hereinafter referred to as the “Greenpeace report”) which alleged that 12 Taiwanese distant water fishing vessels were involved in 10 cases of forced labor according to the International Labour Organization (ILO) indicators. In response, the Taiwan Fisheries Agency (TFA) has conducted investigations by reviewing and crosschecking relevant records of the accused vessels, statements of crew and concerned parties, as well as related documents. This report presents the current findings of the investigations.

I. Introduction

The Greenpeace report released in December 2024 alleged that 12 Taiwanese distant water fishing vessels were involved in forced labor according to ILO’s forced labor indicators. To ascertain the facts, to safeguard crew’s rights, and to promote the sustainable development of the industry, TFA has undertaken thorough investigations into each allegation, adhering to the principle of fairness and impartiality.

II. Administrative Investigation Procedures of TFA

1. TFA always upholds a strict policy of impartiality when investigating

cases where Taiwanese fishing vessels are accused of violating the rights of migrant crew. To ensure crew's rights are protected, TFA prioritizes their privacy and personal safety when proactively conducting investigations.

2. Upon receiving a complaint or allegation, TFA first examines details provided by the complainant to determine whether sufficient and specific information has been submitted to initiate an investigation. If the complaint lacks concrete information, a clear subject, or a defined scope, TFA will request the complainant to provide additional details to facilitate a proper and effective investigation. If the complaint remains vague and lacks focus despite TFA's request, it will not be accepted for investigation. However, if substantive evidence is later submitted, the case will be examined again.
3. Investigation procedures and methods:
 - (1) TFA assesses whether the complaint or allegation is supported by complete and concrete evidence. If the complaint lacks concrete evidence, a clear subject, or a defined scope to be effectively investigated, the complainant will be requested to provide supplementary information. If supplementary information is not provided or remains inadequate to allow for the proper investigation, the complaint will not be accepted.
 - (2) TFA reviews existing records and cross-checks databases. The complainant typically provides details such as the vessel that employed the crew, the alleged violation(s), the time of occurrence, and specific requests. (Note: If the provided information is incomplete, the case will be processed according to the previous step.) Upon receiving such information, TFA conducts an initial data cross-check and reviews records related to the accused vessel, including crew employment details, past inspections and complaints, and any prior handling records to determine whether they are relevant to the current case.

- (3) TFA also retrieves data/documentation, if necessary, for example, labor contracts, service contracts, commission contracts, wage payment documents, timesheets, or relevant operational and supply records, etc. In addition, vessel operators or recruitment agencies may be required to provide explanations. For discrepancies or doubts, TFA will collect further data or evidence as needed.
 - (4) Depending on feasibility, TFA arranges interviews with migrant crew. If the concerned migrant crew have already left the vessel and returned to home countries, in-person interviews may not be feasible. However, based on the nature of the case and existing records, if necessary, TFA will attempt to contact the crew via phone or messaging applications to clarify any uncertainties whenever possible.
 - (5) If the case involves criminal offense(s) or human trafficking, it will be forwarded to the police or judicial authorities for further investigation in accordance with the law.
4. Investigation procedures for the 12 vessels mentioned in the Greenpeace report:
- On 9 December 2024, Greenpeace provided TFA with a written information containing registration records of the 12 Taiwanese fishing vessels and summaries of crew's allegations. Nevertheless, in most cases, the content consists only of the allegation items and brief crew interview. On 16 December 2024, TFA issued an official letter, requesting Greenpeace to provide specific details or evidence of the allegations. On 3 January 2025, Greenpeace referred TFA to its Southeast Asia office and the Indonesian Migrant Workers Union (Serikat Buruh Migran Indonesia, hereinafter referred to as the "SBMI") for further information. On 15 January 2025, the SBMI provided additional information, including the initials of the complainant crew, courses of events, and their request, which facilitated the efficiency of TFA's investigations.

III. Investigation of the 12 fishing vessels:

The Greenpeace report alleged that 12 Taiwanese fishing vessels were involved in 10 cases related to forced labor. Moreover, the periods that the interviewed crew worked on these vessels spanned from 2019 and 2024, and the report primarily contained allegation items and brief summaries of interviews, lacking detailed descriptions of the individuals, incidents, timelines, locations, and processes, as well as supporting evidence. Additionally, investigations have been significantly hindered by the fact that many crew already left the vessels and returned to their home countries, some vessels were sold, vessel operators or Taiwanese recruitment agencies ceased operations, and in some cases, the vessels were scrapped.

Since 2022, TFA has been implementing the *Action Plan for Fisheries and Human Rights*, which includes a labor inspection mechanism for the fishing industries. It has also established multiple channels for crew to file complaints, including cases referred by organizations advocating crew's rights and cooperating with TFA. As a result, 6 of the 12 vessels mentioned in the Greenpeace report already have complaint records and corresponding handling records within TFA's database. For the remaining 6 vessels without such records, TFA has conducted a thorough review of previous inspection/interview reports, and required the concerned vessel operators or recruitment agencies to provide relevant documents, in order to further understand and analyze the cases. TFA has also referred to information provided by the SBMI. With all these efforts, TFA is thus able to focus on and clarify the facts of these cases. At present, among the 12 alleged vessels, only 3 vessels, F/V Ying Shun No. 368, Hsiang Fa No. 8, and Shui Sheng Tsai No. 6, require further confirmation of certain details with the crew. To address this, TFA requested through an official letter the Indonesian Economic and Trade Office to Taipei (IETO) in January 2025 to assist in

contacting the relevant crew of the 3 vessels. Investigations into the remaining vessels have been largely completed.

The Greenpeace report used the alleged cases as the sample parameter to statistically describe the proportion of involved indicators, which may cause misunderstanding of the actual situation of Taiwan's distant-water fishing fleets. The report's findings were derived from interviews with only 10 crew who previously worked on 12 Taiwanese vessels. With such limited approach, the report directly concluded that, "*The top forced labor indicators were deception (100%), retention of identity (100%), abuse of vulnerability (92%), and debt bondage (92%), 67% had their wages withheld, robbing them of the compensation they had worked so hard to earn.*" Using these samples to represent Taiwan's entire distant-water fleet would lead to significant sampling bias. Normally, to accurately represent the situation on the entire fleets, one should use random sampling rather than focus solely on reported cases. Moreover, as only 10 individuals were interviewed across 12 vessels – an average of less than one person per vessel – the sample size was exceedingly small. The limited sample size, combined with potential selection bias, rendered the findings insufficient to reflect the overall conditions of Taiwan's distant-water fishing fleets. In addition, since 2023, TFA has annually conducted labor inspections on more than 50% of Taiwan's distant-water fishing vessels (approximately 550 vessels). The results of these inspections are incorporated into the annual report on the implementation of the *Action Plan for Fisheries and Human Rights* and are publicly available on TFA's website. A comparison of TFA's 2023 and 2024 inspection results with the data presented in the Greenpeace report reveals significant discrepancies.

Furthermore, the Greenpeace report connected crew interview contents with ILO forced labor indicators; however, after TFA's investigations, certain cases did not fully meet the criteria for those indicators, and some

interpretations of the ILO indicators were inaccurate. To enhance readability and transparency, this report presents the investigation findings in a tabular format corresponding to each crew interview from the Greenpeace report. (Note: One of the alleged vessels was incorrectly identified, so TFA’s response is provided in text format only.) To protect privacy, all crew are referred to using coded identifiers, ranging from A to J in alphabetical order. (Note: If the same individual is referred to in multiple cases, the same code is used.) The following section provides findings from TFA’s investigations.

1. Chi Cheng No. 11 (CT4-2795, the alleged period: 2020–2021)

No.	Crew’s statements	Investigation findings
1	The recruitment agency falsified certificate date to make him seem more experienced.	The falsification of crew A’s certificate date was carried out by the Indonesian recruitment agency. TFA issued an official letter to the IETO on 9 January 2025, requesting that such matter be forwarded to the Indonesian authorities concerned for investigations and dispositions.
2	The recruitment agency requested him to complete basic safety training online and charged a USD 650 administration fee which was deducted from his wages as debt.	<p>1. According to the STCW-F Convention, crew must complete basic safety training and obtain a certification before working on fishing vessels. The cost of this training should be borne by the crew.</p> <p>2. TFA contacted crew A, and he stated that the USD 650 administration fee covered basic safety training, seaman’s book, and visa fees, all of which were collected by the Indonesian recruitment</p>

		<p>agency. (Note: As per international practices, seaman's books and safety training are crew qualification requirements and are therefore born by crew themselves. As for visa fees, the employment mobilization fees paid by Taiwanese vessel operators to Indonesian recruitment agencies already includes such fees.)</p> <p>TFA issued an official letter to the IETO on 9 January 2025, requesting that such matter be forwarded to the Indonesian authorities concerned for investigations and dispositions.</p>
3	After the fishing vessel went bankrupt, crew A was transferred to another vessel to continue working.	A review of crew A's employment contract confirmed that he had consented to be transferred to another Taiwanese fishing vessel. No evidence was found indicating restrictions on his movement.
4	Working at sea for 6 consecutive months without docking.	Staying at sea for a relative long period is one of the characteristics for distant water fishing vessels, and is also a common practice internationally. However, the Taiwan Government revised its relevant regulations in 2022, requiring distant water fishing vessels shall not stay at sea for 3 to 10 consecutive months, depending on the fisheries types.
5	His ID card, family card, birth certificate, and passport were retained.	1. TFA contacted crew A and he stated that his ID card, family card, and birth certificate were retained by the

		<p>Indonesian recruitment agency. TFA issued an official letter to the IETO on 9 January 2025, requesting that such matter be forwarded to the Indonesian authorities concerned for investigations and dispositions.</p> <p>2. Regarding the passport, crew A stated that it was temporarily kept by the captain and he could retrieve it freely when needed. For port entry and departure of distant water fishing vessels, passports must be submitted to agencies or shipping agents for entry and exit permits, and some crew prefer captains to hold their passports for safekeeping and to prevent loss. They can retrieve their passports freely when needed. In light of the foregoing, this practice was not found to be intended as a means of restricting personal freedom.</p> <p>3. To prevent disputes, TFA continues to promote the policy that passports should be returned to crew after use and that crew should take responsibility for keeping their personal documents.</p>
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2. An Wen Fa (CT5-1977, the alleged period: 2021 to 2022)

No.	Crew's statements	Investigation Findings
1	<p>After the injury, he has a disability, which may have put him in a more vulnerable position.</p>	<p>Crew A was injured on 14 February 2022. The captain initially provided antibiotic treatment and promptly arranged for the vessel to return to port. Upon arrival on 28 February 2022, crew A immediately received medical treatment and applied for insurance compensation. The IETO also coordinated with the insurance company to provide additional financial assistance, and the vessel operator provided consolation money. The operator fulfilled the medical care obligations, and no evidence suggested that the injury led to further vulnerability.</p>
2	<p>Despite having a doctor's diagnosis confirming his disability, the insurance assessment unit and officials denied the claim, preventing him from receiving compensation.</p>	<p>According to crew A's medical diagnosis, his condition was described as "right eye blunt trauma with traumatic lens dislocation and secondary glaucoma, and left eye high hyperopia with amblyopia." TFA asked the insurance company about the claim assessments, and it stated that claim assessments were based on the diagnosis provided. Since the injury to the left eye did not meet the disability criteria outlined in the insurance policy, the company compensated crew A with NTD 25,000 for medical expenses. Additionally, the vessel operator provided NTD 25,000 consolation money, and the IETO coordinated further assistance from</p>

		the insurance company. Crew A also confirmed receiving the full amount.
3	His ID card, family card, birth certificate, and passport were retained.	Crew A was originally employed on F/V Chi Cheng No. 11. However, according to the information provided by the SBMI, there was no mention of document retention aboard F/V An Wen Fa, which contradicted the claim in the Greenpeace report.
4	He was charged a USD 650 administration fee, which was deducted from his wages as debt.	TFA contacted crew A, and he confirmed that after transferring from F/V Chi Cheng No. 11 to F/V An Wen Fa, he was not charged a USD 650 administration fee.
5	He sustained a disability due to an accident while working at sea, but he did not receive immediate or adequate medical treatment.	Crew A was injured on 14 February 2022. The captain initially provided antibiotic treatment and arranged for the vessel to return to port. Upon arrival on 28 February 2022, he immediately received medical care at three medical institutions and was hospitalized for 19 days. The vessel operator fulfilled the medical care responsibilities.

3. Ying Shun No. 368 (CT7-0550, the alleged period: 2019 to 2021)

This vessel was sold, and the ownership was transferred on 5 July 2024. On 25 October 2024, an application was made to scrap this vessel.

No.	Crew's statements	Investigation findings
1	The recruitment agency	According to the information provided by

	<p>forged his ID card, leading to an issue with the legality of his service on board.</p>	<p>the SBMI, the forgery of the crew B's ID card was done by the Indonesian recruitment agency. TFA issued an official letter to IETO on 21 January 2025, requesting that such matter be forwarded to the Indonesian authorities concerned for investigations and dispositions.</p>
<p>2</p>	<p>The monthly wage was paid in 2 parts, including an amount of USD 400 transferred to his family. But after returning to Indonesia, he found that the amount of money transferred was incomplete.</p>	<ol style="list-style-type: none"> 1. According to the investigation, the fishing vessel operator had transferred the wage to the Taiwanese recruitment agency, which then remitted it to the Indonesian recruitment agency, and finally, the Indonesian recruitment agency paid the wage to crew B. 2. As the transfer receipts provided by the fishing vessel operator and the Taiwanese recruitment agency indicated, this dispute remained between the Indonesian recruitment agency and crew B. There was no evidence indicating that the fishing vessel operator or the Taiwanese recruitment agency violated the regulations. 3. To prevent wage deduction as a result of transferring wages by recruitment agencies from crew' home countries, TFA revised its relevant regulations in May 2022, requiring that wages shall be paid in full and directly by fishing vessel operators, or with the assistance

		<p>from Taiwanese recruitment agencies, to migrant crew. In addition, payment of wages shall not be made by or through any foreign recruitment agency.</p> <p>4. In addition, according to the information provided by the SBMI, the Indonesian recruitment agency did not fully pay the wages to crew B. TFA issued an official letter to the IETO on 21 January 2025, requesting that such matter be forwarded to the Indonesian authorities concerned for investigations and dispositions.</p>
3	<p>During his 22-month working period at sea, the vessel only docked once to send a sick crew onshore.</p>	<p>1. The alleged period for this vessel was during the COVID-19 pandemic, and each country implemented different entry and exit controls, which affected the arrangement of vessel docking. In addition, this vessel had docked to send a sick crew member ashore for medical treatment. This vessel entered port of Callao in Peru in November 2020, then, within 5 months, returned to Taiwan's port in April 2021. This indicated that the duration of staying at sea had been shortened.</p> <p>2. The Taiwan Government revised its relevant regulations in 2022, requiring that distant water fishing vessels shall not stay at sea for 3 to 10 consecutive</p>

		months, depending on the fisheries types, so as to limiting the at-sea duration of distant water fishing vessels.
4	Retention of his ID card, family card, and passport	<ol style="list-style-type: none"> 1. According to the information provided by the SBMI, crew B's ID and family card were retained by the Indonesian recruitment agency. TFA issued an official letter to the IETO on 21 January 2025, requesting that such matter be forwarded to the Indonesian authorities concerned for investigations and dispositions. 2. However, the information provided by the SBMI did not indicate the retention of passport, which contradicts with the report of Greenpeace.

4. Chaan Ying (CT4-2841, the alleged period: 2023)

No.	Crew's statements	Investigation findings
1	The recruitment agency asked him not to choose the vessel to work for. Because his income was not enough to meet the needs of his family, he had no choice but work on this vessel.	<ol style="list-style-type: none"> 1. TFA contacted crew C, who had filed the complaint, and he stated that it was the Indonesian recruitment agency that asked him not to choose the fishing vessel to work for. TFA issued an official letter to the IETO on 20 January 2025, requesting that such matter be forwarded to the Indonesian authorities concerned for investigations and dispositions. 2. Before signing contracts, fishing vessel

		<p>operators and Taiwanese recruitment agencies should let crew watch educational video in the language of crew's mother tongues, which clearly explains the basic rights and obligations in the crew's standardized contracts. This is the mandatory process required by the Taiwan Government for overseas employment of migrant crew, for the purpose of avoiding that crew are unaware of the important contents in the contracts.</p>
2	<p>He was charged for the costs of passport, seaman's book, medical checkup, as well as other non-regulated fees. The total amount was USD 850, and was deducted from his wage as debt.</p>	<ol style="list-style-type: none"> 1. The employed period of crew C was only 3.5 months. TFA contacted crew C, and he stated that he had terminated the contract early due to personal reasons. The wage for his service period onboard, after deducting the amount he had borrowed previously and the cost of the return airfare, had been fully received by him in cash. 2. Crew C further stated that the USD 850 fee, which included passport, seaman's book, medical checkup, and other non-regulated feed, was charged by the Indonesian recruitment agency. In addition, according to the information provided by the SBMI, crew C never went to that agency after returning home, because he was afraid that the agency might ask him to pay that fee.

		<p>3. Since the allegation was done by the Indonesian recruitment agency, TFA issued an official letter to the IETO on 20 January 2025, requesting that such matter be forwarded to the Indonesian authorities concerned for investigations and dispositions.</p>
3	<p>After working for a few months, he made a request to return to Indonesia, but the recruitment agency rejected it, and he was told that he had to keep working.</p>	<ol style="list-style-type: none"> 1. TFA contacted crew C, and he stated that he had never made a request to the fishing vessel operator or Taiwanese recruitment agency to return to his homeland. 2. According to the information provided by the SBMI, at the time this vessel docked at Seychelles, crew C made a request to the Indonesian recruitment agency to return to Indonesia, but it was rejected. There was no evidence indicating that the fishing vessel operator or Taiwanese recruitment agency restricted crew C's movement.
4	<p>Retention of safety training certificate and other personal documents.</p>	<p>TFA contacted crew C, and he stated that his birth certificate, diploma, basic safety training certificate, and other personal documents were retained by the Indonesian recruitment agency. With the SBMI's coordination, he had regained those documents. TFA issued an official letter to the IETO on 20 January 2025, requesting that such matter be forwarded</p>

		to the Indonesian authorities concerned for investigations and dispositions.
5	No access to unexpired medicines appropriate for minor injuries or illness.	<ol style="list-style-type: none"> 1. TFA contacted crew C, and he stated that whenever he felt unwell and informed the captain, the captain would provide him with medicines and let him rest. 2. According to the records of 3 labor inspections conducted by TFA on this vessel from 2023 to 2024, there was no lack or expiration of medicines documented.
6	Less than 10 hours of rest per day. He passed out twice onboard due to exhaustion.	<ol style="list-style-type: none"> 1. TFA contacted crew C, and he stated that the original working hours were 13 hours, but the captain once expressed that he would offer an additional USD 50 bonus to those willing to work full-time. It was therefore presumed that crew C might work overtime because he wanted to earn that bonus. 2. In addition, after reviewing the records of the 3 labor inspections conducted by TFA on this vessel, it was found that the rest time for crew was from 8 hours to 10 hours, which indicated that the working hours were slightly longer than the requirements. TFA therefore issued an administrative warning to the fishing vessel operator, requiring an improvement on this issue.

5. Yu Feng No. 33 (CT5-1807, the alleged period: 2023)

No.	Crew's statements	Investigation findings
1	Signing the working agreement only one day before the departure.	<ol style="list-style-type: none"> 1. Crew D, who had filed the complaint, boarded the vessel at a foreign port on 7 October 2023. This recruitment process was done solely by the Indonesian recruitment agency. TFA issued an official letter to the IETO on 13 February 2025, requesting that such matter be forwarded to the Indonesian authorities concerned for investigations and dispositions. 2. Before signing contracts, fishing vessel operators and Taiwanese recruitment agencies should let crew watch educational video in the language of crew's mother tongues, which clearly explains the basic rights and obligations in the crew's standardized contracts. This is the mandatory process required by the Taiwan Government for overseas employment of migrant crew, for the purpose of avoiding that crew are unaware of the important contents in the contracts.
2	He was transferred to another fishing vessel after working for only one week on F/V Yu	<ol style="list-style-type: none"> 1. According to the information provided by the SBMI, it was the Indonesian recruitment agency that promised crew D that he would work onboard F/V Yu

	Feng No. 33, without being informed or his consent.	<p>Feng No. 33. Crew D was indeed employed and worked on F/V Yu Feng No. 33 from 7 October 2023, and then was transferred to F/V Yu Feng No. 13 on 1 November 2023.</p> <p>2. TFA reviewed the employment contract and transfer contract of crew D, finding out that both documents had been signed with both crew D's signature and fingerprint. Besides, such documents were then approved by the concerned fisheries authorities. It was therefore difficult to determine the deception by the fishing vessel operator or Taiwanese recruitment agency.</p>
3	Retention of his ID card, family card, basic safety training certificate, and advanced firefighting certificate.	<p>According to the information provided by the SBMI, crew D's ID card, family card, basic safety training certificate, and advanced firefighting certificate were retained by the Indonesian recruitment agency. TFA issued an official letter to the IETO on 13 February 2025, requesting that such matter be forwarded to the Indonesian authorities concerned for investigations and dispositions.</p>
4	He was charged for the costs of passport, medical checkup, police clearance certificate, and other administration fees, as	<p>1. According to the information provided by the SBMI, all these costs and fees were charged by the Indonesian recruitment agency.</p> <p>2. Crew D and the Indonesian recruitment agency reached an</p>

	<p>well as the fee of an unsuccessful visa application. All the costs mentioned above were deducted from his wage as debt.</p>	<p>agreement on the dispute regarding the agency fee and related costs on 20 December 2024. TFA also issued an official letter to the IETO on 13 February 2025, requesting that such matter be forwarded to the Indonesian authorities concerned for investigations and dispositions.</p>
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6. Yu Feng No. 13 (CT5-1796, the alleged period: from 2023 to 2024)

No.	Crew's statements	Investigation findings
1	<p>Signing the working agreement only one day before the departure.</p>	<p>Crew D who had filed this complaint was initially employed to work onboard F/V Yu Feng No. 33 and was transferred to F/V Yu Feng No. 13. Please refer to the investigation findings in item No. 1 of F/V Yu Feng No. 33.</p>
2	<p>This vessel was not the initially designated one, and he was transferred to this vessel after working for less than 2 weeks.</p>	<p>Please refer to the investigation findings in item No. 2 of F/V Yu Feng No. 33.</p>
3	<p>He reported the situation to the recruitment agency and applied for a transfer to another vessel but got rejected.</p>	<p>Regarding crew D's request, in addition to his personal preference, it also needed the assistance of the recruitment agency to facilitate the matching process to ensure the willingness of both crew D and another fishing vessel operator for a smooth transfer.</p>

4	Working at sea for 4 consecutive months.	Staying at sea for a relative long period is one of the characteristics for distant water fishing vessels, and is also a common practice internationally. However, the Taiwan Government revised its relevant regulations in 2022, requiring distant water fishing vessels shall not stay at sea for 3 to 10 consecutive months, depending on the fisheries types.
5	Retention of his ID card, family card, basic safety training certificate, and advanced firefighting certificate.	Please refer to the investigation findings in item No. 3 of F/V Yu Feng No. 33.
6	Unpaid wages for 4 months.	<ol style="list-style-type: none"> 1. Taiwanese recruitment agent was commissioned by the fishing vessel operator to distribute the wage. According to TFA's investigation, as per crew D's request, the Taiwanese recruitment agency paid, on behalf of crew D, USD 330 which was the amount that D had borrowed in Indonesia. 2. The payroll roster of crew D documented that he had received the wages for 4 months, which was USD 2,300 in total. (Note: He worked onboard F/V Yu Feng No. 33 for 1 month then was transferred to work onboard F/V Yu Feng No. 13 for 3

		months, hence 4-month wages.) In addition to USD 330 borrowed in Indonesia, Crew D also had to cover USD 700 for the wage advance, USD 1,090 for the return airfare, and USD 180 for cigarettes, leaving a balance of USD 0. This matter of fact was confirmed by crew D with both his signature and fingerprint on the payroll roster.
7	He was charged for the costs of passport, seaman's book, and other registration fees which were deducted from his wage as debt.	Please refer to the investigation findings in item No. 4 of F/V Yu Feng No. 33.
8	The food onboard was lacking nutrition, and the living conditions were horrible.	According to the results of 2 labor inspections conducted by TFA on F/V Yu Feng No. 13 in 2023 and 2024, no other crew reported such issue. There was no evidence to prove such allegation.
9	12 working hours per day.	According to the ILO Work in Fishing Convention (C188), the daily rest time should not be less than 10 hours. Therefore, working 12 hours per day did not violate the provisions of C188.

7. Sheng Ching Fa No. 96 (CT4-2041, the alleged period: from 2021 to 2024)

No.	Crew's statements	Investigation findings
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1	He was asked by the captain to sign a Chinese version of “insurance coverage” (as expressed by the captain), which he didn’t understand what the exact content was.	In accordance with Taiwanese regulations, fishing vessel operators are required to fully insure their employed crew with personal accident insurance, medical insurance, and general life insurance. All the insurance fees shall be borne by fishing vessel operators. In addition, the employment of crew must be approved by the concerned fisheries authorities to protect the rights and benefits of crew.
2	After finishing the contract, he was not sent back to his home country but asked to keep working instead.	<ol style="list-style-type: none"> 1. After entering Port Louis in Mauritius in September 2023, this vessel has not departed for fishing operations. Due to poor operation, the fishing vessel operator faced financial crisis, resulting in an inability to cover the wages and the costs of return airfare for crew E, thus failing to arrange for the timely return of the crew whose contracts had ended. However, the crew were settled onboard with no other work arranged. Besides, the crew were free to move around within the port. 2. After coordinating with multiple sectors, TFA successfully sent crew E back to his home country in March 2024.
3	Retention of his ID card, family card, high school diploma, birth certificate, and other	According to the information provided by the SBMI, the ID card, family card, high school diploma, birth certificate, and other important personal documents were

	important personal documents	retained by the Indonesian recruitment agency. TFA issued an official letter to the IETO on 7 January 2025, requesting that such matter be forwarded to the Indonesian authorities concerned for investigations and dispositions.
4	Unpaid wages during his service onboard.	<p>1. Regarding the unpaid wages for crew E, the Ministry of Agriculture imposed a fine of NTD 250,000 on the fishing vessel operator and suspended the fishing license on 8 March 2024. In addition, since this vessel was involved in human trafficking, TFA forwarded this case to prosecutors for investigation in December 2023. The prosecutors informed TFA in February 2025 that no evidence of human trafficking was found.</p> <p>2. In September 2024, TFA issued an official letter to the IETO, informing it of the abovementioned and requesting it to notify the Indonesian authorities concerned to assist the crew in applying to the Mauritius court for the reservation of their claims. In January 2025, TFA sent to the IETO the relevant materials regarding the Mauritius agent's application for seizure, requesting IETO's assistance in reserving the crew's claims and seeking judicial relief in Taiwan.</p>

5	The Indonesian recruitment agency assisted in applying for the passport and the basic safety training, but the relating costs were deducted from his wage.	In accordance with the international practices, the costs of passports and basic safety training should be borne by crew. In addition, according to the information provided by the SBMI, it was the Indonesian recruitment agency that charged such fees. TFA issued an official letter to the IETO on 29 April 2024, requesting that such matter be forwarded to the Indonesian authorities concerned for investigations and dispositions.
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8. Hsiang Fa No. 8 (CT8-0147, the alleged period: from 2019 to 2020)

No.	Crew's statements	Investigation findings
1	The working agreement was signed only with the Indonesian recruitment agency but not with the Taiwanese fishing company or the Taiwanese recruitment agency.	The crew who filed the complaint, crew F, boarded this vessel in January 2019. He signed an employment contract and a service contract with the fishing vessel operator and the Taiwanese recruitment agency, respectively, and these documents were approved by the concerned fisheries authorities. It was clear that such allegation was not factual.
2	USD 250 from his monthly wage was supposed to be transferred to his family in Indonesia. However, after the contract ended, the	1. The agreed payment method for crew F's wage was that part of it was paid via transfer. As such, the fishing vessel operator had transferred the wage to the Taiwanese recruitment agency, which then remitted it to the Indonesian recruitment agency, and

	<p>USD 250 was not paid at all. Besides, USD 1,200 of security deposit was not returned, either.</p>	<p>finally, the Indonesian recruitment agency paid the wage to crew F.</p> <ol style="list-style-type: none"> 2. The Taiwanese recruitment agency forwarded the pay slip as provided by the Indonesian recruitment agency, and it revealed that the Indonesian agency deducted a USD 1,200 document fee and a USD 700 family cost. The alleged USD 1,200 security deposit was also charged by the Indonesian recruitment agency. 3. Regarding the actions of deducting wage by the Indonesian recruitment agent, TFA issued an official letter to the IETO on 3 January 2025, requesting that such matter be forwarded to the Indonesian authorities concerned for investigations and dispositions. 4. This case of wage deduction happened between 2019 to 2020. To prevent wage deduction as a result of transferring wages by recruitment agencies from crew' home countries, TFA revised its relevant regulations in May 2022, requiring that wages shall be paid in full and directly by fishing vessel operators, or with the assistance from Taiwanese recruitment agencies, to migrant crew. In addition, payment of wages shall not be made by or
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		through any foreign recruitment agency.
3	Retention of his ID card, family card, birth certificate, and passport.	According to the information provided by the SBMI, crew F clearly stated that his ID card, family card, birth certificate, and passport were retained by the Indonesian recruitment agency. TFA issued an official letter to the IETO on 3 January 2025, requesting that such matter be forwarded to the Indonesian authorities concerned for investigations and dispositions.

9. Lian Yu Chyuan No. 6 (CT6-1511, the alleged period: 2021 to 2023)

No.	Crew's statements	Investigation findings
1	He was given only 1 hour to read and understand the working agreement. After signing the agreement, he was taken to a place with security and stayed there for 2 days, and then departed for the airport.	<p>1. It was during the COVID-19 pandemic that the concerned crew G was employed. At that time, each country implemented different quarantine policy for departure and arrival. According to the information provided by the SBMI, this was an arrangement by the Indonesian recruitment agency before the crew's departure. TFA interviewed crew G, who stated that he had a copy of the contract after signing it and that he understood the contents of the contract.</p> <p>2. Besides, before signing contracts, fishing vessel operators or Taiwanese recruitment agencies should let crew watch working right promotion video in</p>

		<p>the language of crew's mother tongues, which clearly explains the basic rights and obligations in the crew's standardized contracts. This is the mandatory process required by the Taiwan Government for overseas employment of migrant crew, for the purpose of avoiding that crew are unaware of the important contents in the contracts.</p>
2	<p>He was charged a security deposit of USD 800, whereas the agreement did not state as such. And this deposit was unrefunded after he returned to Indonesia.</p>	<p>TFA interviewed crew G, who stated that he had been charged a security deposit by the Indonesian recruitment agency, but such deposit was refunded to him. Regarding the charge of the deposit by the Indonesian recruitment agency, TFA issued an official letter to the IETO on 14 January 2025, requesting that such matter be forwarded to the Indonesian authorities concerned for investigations and dispositions.</p>
3	<p>Working at sea for 6 consecutive months without docking at a port.</p>	<p>Staying at sea for a relative long period is one of the characteristics for distant water fishing vessels, and is also a common practice internationally. However, the Taiwan Government revised its relevant regulations in 2022, requiring distant water fishing vessels shall not stay at sea for 3 to 10 consecutive months, depending on the fisheries types.</p>
4	<p>Identity documents</p>	<p>According to the information provided by</p>

	<p>such as his ID card, passport, birth certificate, safety training certificate, and crew certificate were retained by the recruitment agent during his service onboard. The birth certificate has not been returned to him after he returned to Indonesia.</p>	<p>the SBMI, crew G stated that his ID card, birth certificate, safety training certificate, and crew certificate were retained by the Indonesian recruitment agent. TFA issued an official letter to the IETO on 14 January 2025, requesting that such matter be forwarded to the Indonesian authorities concerned for investigations and dispositions.</p>
5	<p>His wage was deducted USD 550 as administration fees</p>	<p>After investigations, it was found that F/V Lian Yu Chyuan No. 6 had paid the wage in cash, and crew G had received the wage in full amount. The crew could also take and keep photos of payslips. Evidence of deducting wage by the Taiwanese fishing vessel operator was not found, and the allegation was therefore not factual.</p>
6	<p>He worked for average 18 to 20 hours per day.</p>	<p>TFA conducted a labor inspection on F/V Lian Yu Chyuan No. 6 on 24 February 2023, and also interviewed its crew, including crew G. Based on the inspection/interview, and after cross-checking operation information of this vessel, it was found that the crew could rest up to 10 hours per day on average when this vessel conducted fishing activities in fishing grounds. Evidence of excessive overtime was not found, and the</p>

	allegation was therefore not factual.
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10. Shui Sheng Tsai No. 6 (CT3-4653, the alleged period: 2019)

F/V Shui Sheng Tsai No. 6 was permitted to suspend its operation in 2023, and was scrapped in 2024.

No.	Crew's statements	Investigation findings
1	He received his working agreement just before departure, and was left with only 1 hour to read and sign the agreement. He was also charged extra fees for training which did not take place at all. As such, he was lacking in appropriate training.	<p>1. The insufficient time to read the contract, the charge of extra fees, and the failure to provide training, as stated by the concerned crew H, were all done by the Indonesian recruitment agency. TFA issued an official letter to the IETO on 14 January 2025, requesting that such matter be forwarded to the Indonesian authorities concerned for investigations and dispositions.</p> <p>2. Before signing contracts, fishing vessel operators or Taiwanese recruitment agencies should let crew watch educational video in the language of crew's mother tongues, which clearly explains the basic rights and obligations in the crew's standardized contracts. This is the mandatory process required by the Taiwan Government for overseas employment of migrant crew, for the purpose of avoiding that crew are unaware of the important contents in the contracts.</p>

2	<p>Unpaid wages for 4 months. High amount of fees was charged and deducted from his wage, resulting in debt bondage. The recruitment agency claimed that his wage was not enough to pay debts, but it was sufficient in fact. When he returned to Indonesia, the company did not pay his wage.</p>	<ol style="list-style-type: none"> 1. Crew H served on board F/V Shui Sheng Tsai No. 6 for 1 month and 27 days in 2019. At that time, his wage was paid by the fishing operator to a Taiwanese recruitment agency to which crew H belonged, and the Taiwanese recruitment agency then transferred the money to the Indonesian recruitment agency, which then transferred to crew H. 2. TFA issued an official letter to the IETO on 14 January 2025, requesting that the allegation of deducting high amount of fees from crew H's wage, as informed by the SBMI, be forwarded to the Indonesian authorities concerned for investigations and dispositions. 3. To prevent wage deduction as a result of transferring wages by recruitment agencies from crew' home countries, TFA revised its relevant regulations in May 2022, requiring that wages shall be paid in full and directly by fishing vessel operators, or with the assistance from Taiwanese recruitment agencies, to migrant crew. In addition, payment of wages shall not be made by or through any foreign recruitment agency.
3	Retention of his ID card	TFA issued an official letter to the IETO on 14 January 2025, requesting that the allegation of retaining crew H's ID card,

		as informed by the SBMI, be forwarded to the Indonesian authorities concerned for investigations and dispositions.
4	Poor living conditions onboard, including unsafe food (rotten or expired ingredients/vegetables), no proper medical care available for fever or illness.	F/V Shui Sheng Tsai No. 6 has stayed in port since October 2020. In 2023, it was permitted to suspend its operation, and then was scrapped in 2024. The occurrence of this allegation was 5 years from now. So far, no evidence was obtained to prove such allegation.
5	Working for 21 hours per day on average, sometimes even longer.	TFA examined operation information of F/V Shui Sheng Tsai No. 6. After port departure on 7 July 2019, it started fishing operations in the west Pacific on 14 July, and sailed back on 24 August. Fishing days in the fishing ground were 41 days, 554 hours in total. It was estimated that the crew could have 10 to 11 hours of rest per day. As such, the allegation of “working 21 hours per day or longer” was not possible, and exaggerating. F/V Shui Sheng Tsai No. 6 has stayed in port since October 2020. In 2023, it was permitted to suspend its operation, and then was scrapped in 2024. So far, no evidence was obtained to prove the allegation of excessive overtime.

11. Guan Wang (CT4-2782, the alleged period: 2019 to 2020)

The Greenpeace report claimed that F/V Guan Wang had involved in forced labor. Nonetheless, according to the information provided by the SBMI, the concerned crew I had not been employed on this vessel. TFA further looked into its databases, and did not find at all any record showing that crew I had served on F/V Guan Wang. The Greenpeace report was therefore erroneous in this respect. In addition, TFA conducted a labor inspection on the vessel in question on 2 March 2023, and did not find any violation regarding retaining identity documents, rest hours, wage payment, accommodation, and mistreatment.

12. Shin Lian Fa No. 168 (CT4-1633, the alleged period: 2022 to 2024)

On 22 February 2023, F/V Shin Lian Fa No. 168's main engine malfunctioned and had to be towed back to Port Louis, Mauritius, by another vessel. It has stayed in Port Louis ever since. When learning about wage arrears and stranded crew, TFA immediately required explanations from the concerned vessel operator and Taiwanese recruitment agency and that the wages be paid within the required timeframe. In addition to a labor inspection on F/V Shin Lian Fa No. 168 in Mauritius on 5 September 2023, TFA also sent its staff to board this vessel for 9 times to care the crew's living conditions and establish contact channels with the crew, so that assistance can be provided as needed.

On 23 September 2023, TFA forwarded this case to the Pingtung District Prosecutors' Office for the reason of involving in human trafficking by the vessel operator. TFA further issued official letters on 1 May 2024 and 5 September 2025 to the Prosecutors' Office to supplement information on wage arrears as well as on failure to provide crew with sufficient portable water and food. The Pingtung District Prosecutors' Office on 8 February 2025 determined not to prosecute this case. However, since the operator failed to pay a total of 12-month wages for 11 crew, TFA therefore imposed a fine of NTD 250,000 on the operator and suspended the fishing license for 2 months

on 12 October 2023.

With TFA’s assistance, 11 crew’s wages were squared up and 8 crew returned home. After consultation and owing to the request of Mauritius government, the remaining 3 crew agreed to stay onboard to look after the fishing vessel. TFA then coordinated among the vessel operator, Taiwanese recruitment agency, local agent, and governments of Mauritius and Indonesia to assist the remaining 3 crew to return home on 20 November 2024. Due to vessel operator’s financial straits, near bankruptcy, crew’s wages were paid up by the Taiwanese recruitment agency. For that, TFA once again imposed a fine of NTD 500,000 and suspended the fishing license for 1 year on 19 December 2024.

No.	Crew’s statements	Investigation findings
1	There was no Wi-Fi onboard while the recruitment agency claimed there would be.	1. This is the terms used by the Indonesian recruitment agency to recruit crew. 2. The Foreign crew Interactive Service Platform set up by TFA contains basic information on F/V Shin Lian Fa No. 168 for crew’s inquiries.
2	The fishing vessel was unable to engage in fishing operations from 2022 to 2024, after encountering a heavy storm. Crew were therefore asked to stay onboard, during which meager allowance was given every 1 to 2 weeks, unable to meet	1. After port entry into Port Louis, Mauritius on 19 November 2022, F/V Shin Lian Fa No. 168 departed from the port on 19 February 2023. It was then towed back to port 3 days after the port departure, due to malfunction of main engine, and has stayed in Port Louis ever since. From 2023 to November 2024 when the remaining 3 crew were sent home, including crew J who filed the complaint, TFA dispatched its staff to

	<p>the basic living needs.</p>	<p>board this vessel for 9 times to care the crew’s living conditions and establish contact channels with the crew. TFA also arranged food provisions to ensure sufficient food onboard. Given that the vessel operator did not fulfill the duty of care, albeit due to the financial straits, TFA imposed the relevant punishments as above-mentioned.</p> <p>2. When TFA staff boarded the vessel, the crew stated that they were free to move around within the port and can use social messaging applications installed on phones to reach out.</p>
<p>3</p>	<p>His ID card, family card, birth certificate, and other essential documents were retained.</p>	<p>1. According to information provided by the SBMI, crew J’s ID card, family card, and birth certificate were retained by the Indonesian agency. TFA issued an official letter to the IETO on January 2025, requesting that such matter be forwarded to the Indonesian authorities concerned for investigations and dispositions.</p> <p>2. For other essential documents such as passport, TFA interviewed the crew, including crew J, on 5 September 2023. All crew stated that, although passports had been kept by the vessel captain, they could still retrieve such documents and they agreed to such approach. TFA would also like to note that crew J had</p>

		informed TFA that his passport would expire and TFA had rendered assistance in this regard.
4	Unpaid wages for 4 months	<ol style="list-style-type: none"> 1. Given that the vessel operator did not fulfill the duty of care, albeit due to the financial straits, TFA imposed the relevant punishments as mentioned. 2. The Taiwanese recruitment agency paid crew J's wages for the vessel operator, and the unpaid wages were squared up on 22 and 25 November 2024, respectively.
5	Deduction of medical check-up and PCR fees from his wage	<ol style="list-style-type: none"> 1. According to the information provided by the SBMI, crew J and the Indonesian recruitment agency had agreed in advance to such arrangement. 2. To prevent wage deduction as a result of transferring wages by recruitment agencies from migrant fishers' home countries, TFA revised its relevant regulations in May 2022, requiring that wages shall be paid in full and directly by fishing vessel operators, or with the assistance from Taiwanese recruitment agencies, to migrant crew. In addition, payment of wages shall not be made by or through any foreign recruitment agent.
6	Working for 14 to 16 hours per day on average	During TFA's labor inspection on this vessel and crew interview on 5 September 2023, the 11 crew onboard, including crew

		<p>J, all stated that they had more than 10 hours of rest during at-sea operations. In addition, no work was assigned to them during port stay. So far, no evidence was obtained to prove such allegation.</p>
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IV. Conclusions

The Greenpeace report contains misinterpretations of forced labor indicators. Moreover, the methodologies used for analysis and the descriptive manner are prone to misleading readers. All these combined unfairly causes a negative perception of Taiwan’s distant water fishing fleets. TFA’s investigation findings, as elaborated in Part III of this report, seek to clarify, and hopefully to avoid the reoccurrences of, such misunderstandings. It should be noted that, as the Greenpeace report categorizes the crew’s complaints into 11 types based on the ILO’s forced labor indicators, such approach would lead to the misunderstanding that, with one indicator only, forced labor would be constituted. While this might be true in some cases and under certain circumstances, for most cases, however, more indicators would be needed for comprehensive assessment to identify forced labor. For 2 of the alleged fishing vessels, TFA forwarded to the concerned district prosecutors’ offices for possibly involving in human trafficking. After investigations, it was determined not to prosecute those 2 vessels as there was no evidence of violating the Human Trafficking Prevention Act.

Also, with TFA’s investigations, it was found that most of the allegations contained in the Greenpeace report had been done by the Indonesian recruitment agencies. As this falls under the jurisdiction of the Indonesian Government, TFA has issued several official letters to the IETO, requesting investigations and dispositions by the Indonesian authorities concerned.

While TFA urges the Indonesian Government to take appropriate actions, it also hopes to collaborate with Indonesia to jointly ensure crew's rights and benefits. For cases with confirmed violations, such as F/V Shin Lian Fa No. 168 and F/V Sheng Ching Fa No. 96, the Taiwan Government has punished accordingly.

Furthermore, the alleged periods for some vessels are quite distant from now, thereby causing false or wrong memories of crew for one thing. For another, the statute of limitations is 3 years for administrative investigations and 5 years for wage recovery, in accordance with Taiwan's legislation. The alleged periods for the 12 concerned fishing vessels dated way back to 2019, not only adding to the difficulty of investigations but also limiting the assistance that TFA could render to protect crew.

TFA has established multiple complaint channels, such as 1955 Foreign Workers' Free Hotline (+886-2-8073-3141 for international calls) and Foreign crew Interactive Service Platform (<https://www.happyfisherman.tw>) for crew to reflect their opinions. Besides, TFA also collaborates with organizations advocating crew's rights to address the complaints forwarded therefrom. Such organizations include Stella Maris International Seafarers' Center - Apostleship of the Sea (Stella Maris AOS), the Seamen and Fishermen's Service Center of the Peace and Social Welfare Charitable Foundation of the Presbyterian Church in Taiwan/ Taiwan Association for Protection of International Seamen and Fishermen's Rights. (PCTSFSC), Forum Silaturahmi Pelaut Indonesia (FOSPI), to name a few.

TFA would like to urge once again that, for any allegation, organizations that care about crew's rights and benefits, including Greenpeace, should bear the burden of proof by providing detailed information or documents. This would enable TFA to deepen investigations as well as further protect

the rights and benefits of both crew and legal operators/recruitment agencies, thereby fostering good labor relations and maintaining the industry sustainability.