



भारत सरकार / GOVERNMENT OF INDIA

पोत परिवहन मंत्रालय / MINISTRY OF SHIPPING

नौवहन महानिदेशालय / DIRECTORATE GENERAL OF SHIPPING

"जहाज भवन" / "JAHAZ BHAVAN"

बालचंद हीराचंद मार्ग / W.H. MARG

मुंबई / MUMBAI - 400 001

टेलीफोन: 91-22-22613651-54

फैक्स: 91-22-22613655

ई-मेल: dgship@dgshipping.com

वेब: www.dgshipping.com

Tele: 91-22-22613651-54

Fax: 91-22-22613655

E-mail: dgship@dgshipping.com

Web: www.dgshipping.com

F. No.CR/CDC/02/2013 – AOA

Dated: 01.03.13

05 MAR 2013

D.G.Shipping Order No. 4 of 2013

Sub: Revision of the format of the Article of Agreement to comply with the requirements of the Maritime Labour Convention 2006- reg.

The Merchant Shipping [M.S.] Act, 1958, contains provisions which mandate an Indian flag ship owner or his representative to sign an agreement with the seafarers of that ship and to specify the terms & conditions of employment of the seafarers thereon. Having considered the course & evolution of shipping and seafaring practices, over time, the format of the said agreement, known as the Article of Agreement [AOA], was revised vide this office DGS Order No.7 of 2002 [F.NO:43(7)CR/2001] dated 03.12.02. The said Order also provides for its review, whenever there is a felt need for it.

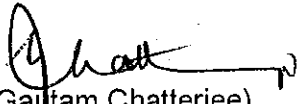
2. The Maritime Labour Convention (MLC), 2006, under its' Regulation 2.1 stipulates that, the seafarers working on ships that fly the flags of the Member-State's, concerned shall have in place seafarers' concerned employment agreements, signed by both the seafarers and the ship owners or their representatives. The terms and conditions of such an employment of the seafarers shall be set out or referred to in a clearly by written & legally enforceable agreement and shall be consistent with the standards set out in the code under the said MLC 2006.

3. The MLC, 2006, would be inter-nationally applicable w.e.f. 20.08.13. Therefore, the present 'said Article of Agreement', under the M.S. Act which is in force as per the said DGS Order No. 7 of 2002, requires further modification to incorporate the additional standards, set out in the MLC Code, so that it is MLC, 2006, complaint. Now, therefore, the Director-General of Shipping and ex-officio Additional Secretary to the Government of India, in the Ministry of Shipping, in exercise of the powers conferred by clause (1) of section 456 of the Merchant Shipping Act, 1958, on the Central Government, read with the Notification issued by the Government of India vide S.O. No. 3144 dated 17th December, 1960, delegating the said power to him, is hereby pleased to modify the said Article of Agreement(AOA) format appended to the said DGS Order No. 7 of 2002, to the new Article of Agreement format, which is compliant with the MLC, 2006,& appended here with (Annexure - I: 3 pages), which shall be executed henceforth. All other conditions prescribed in the said DGS Order No. 7 Of 2002 shall remain in force, mutatis - mutandis.

4. The Indian flag ship owners and their representatives shall also upload the said formally entered into Article of Agreement (in its new format set out here in above) in an electronic platform, compulsorily, as prescribed in this office M.S. Notice 22 of 2010 [F. No.3(4) CR/2009 dated 01.11.10].

5. For an issuance of a 'Voluntary Statement of Compliance' prior to 20.08.13, which is the date of an entry into force of the MLC, 2006, the Indian flag ship-owners are advised to commence engaging seafarers on their vessels on the basis of the said revised format of the AOA. Post the said 20.08.13, all seafarers (existing & newly engaged) would be mandatorily required to be engaged under the said revised format of the AOA.

Encl: As above


(Gautam Chatterjee)
Director General of shipping

To;

1. All India flag shipping companies.
2. All recruitment and placement service providers.
3. Shipping Master &, Mumbai, Chennai, Kolkata.
4. Principal Officers, Mercantile Marine Departments, Mumbai, Chennai, Kolkata, Kandla & Kochi.
5. Surveyors-in-Charge, Mercantile Marine Departments, Jamnagar, Marmugoa, Mangalore, Tuticorin, Vishakhapatnam, Paradeep, Haldia & Port Blair.

Copy to;

1. INSA
 2. FOSMA / MASSA
 3. Seafarers Unions.
 4. Nautical/Engineering/Training Branches of the Directorate
 5. Hindi Cell
 6. Computer Cell for hoisting on the website of DG Shipping
 7. Secretary to Govt. of India, Ministry of Shipping, Transport Bhavan, 1, Parliament Street, New Delhi 110001.
-

**ARTICLES OF AGREEMENT FOR EMPLOYMENT OF SEAFARERS**

(Please fill up in capital letters in black ballpoint or by computer)

Online Submission No:.....

dated:

This agreement is made between shipowners/ shipowner's agent and seafarer as detailed below in accordance with collective bargaining agreement-sector wise, indicated below and M.S. Act 1958,(as amendment) & regulation 2.1 of Maritime Labour Convention 2006, & as per terms and conditions stated overleaf:

I.	Applicable recognized Collective Bargaining Agreement			
	1. NMB (INDIA):.....		2. INSA-MUI:	
			3. Others:.....	
	Note : i) Tick applicable CBA ii) specify CBA details for others .iii) Also refer clause: 6 of terms & conditions .			
II.	Details of Ship owner			
	1. Name:		4. Postal address & e-mail:	
	2. Telephone / Fax no.:			
	3. Contact person:			
III.	Details of Ship owner's/ Agent			
	1. Name:		5. Postal address & e-mail:	
	2. RPSL no: Valid Till:			
	3. Telephone / Fax no.:			
	4. Contact person:			
IV	Details of ship: (Place of work)			
	1 Name:	3 Official no.:	6.G.T.	8.Trade& area of operation:
	2 Port of registry	4.IMO no.:	7.Power (Kw / BHP):	
	5.Crew including Master:			
V.	Details of seafarers:			
	1 Name:		5.Communication Details: Postal address	
	2 Nationality			
	3 Date & place of birth:			
	4.INDOS No:		e-mail:	
			Tel. No	
			Mobile	
	6. CDC No:		7. Passport No:	
	Place of issue		Place of issue	
	Issue Date:		Issue Date:	
	Expiry Date:		Expiry Date:	
	8.Next of Kin (NOK):		8 a. NOK's Postal Address:	
	Name;			
	Relation/ ship:			
	e-mail:			
	Tel No:			
	Mobile:			
	9. Details of competency certificates:		10. Details of special ship type endorsement (if applicable):	
	COC grade / no.:		Type of endorsement:	
	Place of issue:		Level / Certificate no.:	
	Date of issue :		Place of issue:	
	Date of Expiry:		Date of issue	
	Limitations (if any):		Date of expiry:	
	11.Details of Medical certificate:			
	Issuing Authority:		Approval No:	
			Issue Date:	
			Expiry Date:	
VI.	Details of employment:			
	1.Capacity / Rank employed:		7.Monthly Allotment Availd (Yes/ No): If Yes fill the following	
	2.Engagment Period: Months		Allotment Amount in Rs. :	
	3.Paid Annual leave/Month: Days (Minimum of 2.5 days)		No of Months:	
	4.Hours of Rest: Hours (Minimum of 77 hours per week)		Name of Beneficiary:	
	5. Amount of monthly basic wages Rs:..... and emoluments as applicable		Relationship:	
	6.Rate of monthly PF :		Address:	
	8.Rate of monthly gratuity:			
			Phone No:	
			Mobile No:	

	9. Total PF contribution due at the time of sign off:		
	10. Total Gratuity (SWFS) due at the time of sign off:		
	11. Reasons for Sign off:	Paid off on Date: Place:	
	12. Means of payment of wages at the time of sign off: By DD By Bank transfer By Cash		
	13. Repatriation Details: i) On expiry of contract: ii) On medical grounds: iii) Others (See note 7)		
VII.	Additional term & condition of Employment (where applicable) (Any additional Employment Condition shall be not be less than that provided in the recognized CBA)		
VIII.	Confirmation of the Agreement by the seafarer. I confirm that I have freely entered this agreement with sufficient understanding of my rights and responsibilities, and I have been given an opportunity to review and seek advice on the agreement before signing and entering into this agreement voluntary		
IX.	Confirmation of the ship owner or ship owners agent I confirm that the seafarer has been informed of their rights and duties under this agreement prior to or in the process of the seafarer's engagement on the vessel.		
X.	Signature:		
1. Signature with date & stamp of shipowner/shipowner's agent:		2. Signature of seafarer with date:	
1 Signed-on ashore:	2 Signed-off ashore:	1 Signed-on ashore:	3 Signed-on ship:
Place:	Place:	Place:	Place:
Date:	Date:	Date:	Date:
		2 Signed-off from ship:	4 Signed-off ashore:
		Place:	Place:
		Date:	Date:
3. Signature with date & stamp of master:		4. Signature with date & stamp of shipping master:	
1 Signed-on ship:	2 Signed-off from ship:	1 On receipt of record of commencing employment:	2 On receipt of record of concluding employment:
Place:	Place:	Place:	Place:
Date:	Date:	Date:	Date:
5. Remarks (if any) with signature & date by ship owner/ ship owner agent/shipping master /:			

Annexure to Articles of agreement for employment of seafarer
Contractual clauses/terms and conditions

1. This agreement between shipowner or shipowner's agent and the seafarer is subject to the condition that the seafarer will serve in capacity/rank on wages as indicated with other terms of employment and service conditions as per the relevant collective bargaining agreement sector-wise as applicable.
2. It is hereby agreed that the said seafarer will be supplied with provisions not less than what is provided in the scale of provision under section 101 (2) (g) of the Merchant Shipping Act, 1958 (44 of 1958) or as applicable under collective bargaining agreement, whichever is higher.
3. It is agreed that the rights, duties and the terms of employment of seafarers and the obligations of shipowners shall be governed by applicable collective bargaining agreement/the provisions of MLC, 2006, Merchant Shipping Act 1958, the rules/notices/circulars /orders made there under except which are specifically mentioned in DGS order No. 7 of 2002 & DGS Order 4 of 2013.
4. Master shall keep on board a copy of applicable collective bargaining agreement/the provisions MLC, 2006, Merchant Shipping Act 1958, the rules /notices/circulars/orders. These documents should be made available to seafarers working on the vessel, their lawful representatives and other legitimate authorities for their perusal at any reasonable time.
5. The terms and conditions of the agreement, if other than the recognized CBA and company specific/any bilateral , entered into, shall be at least equivalent to the recognized CBA (NMB (INDIA)/ INSA-MUI) agreements.
6. In relation to an individual seaman, this agreement may be terminated -
 - .1 by mutual consent;
 - .2 if medical evidence indicates that a seaman is incapable of continuing to perform his duties by reason of illness or injury;
 - .3 if a seaman is absent without leave at a time fixed for sailing; or
 - .4 if in the opinion of the master, continued employment of the seaman is likely to endanger the vessel or any person on board.
7. The repatriation of the seafarers shall be at no cost to seafarers; on conditions mentioned in clause VI (13) of the article of agreement. The provision under 'others include, compassionate ground in case of death or serious illness of immediate family members of the seafarer (parents, spouse and children).
8. The complaint procedures, dispute redressal procedures, provision of health and social security benefits shall be as per the applicable rules and notices in force.
9. A record of the seafarer's employment on board should be given to him upon discharge from the ship.
10. The five original and three photocopies will ultimately remain with persons/bodies as detailed below:

.1 Master on board the ship	- 1/5
.2 Seafarer	- 2/5
.3 Shipping Master (on concluding employment and settlement of wages)	- 3/5
.4 Shipowner/Shipowner's agent - photocopy of 3/5 and	- 4/5
.5 Shipping Master on commencing employment	- 5/5
.6 SPFO (Seamen's Provident Fund Orgn.) on concluding employment-Photocopy	- 3/5
.7 SWFS (Seafarers' Welfare Fund Society) on concluding employment-Photocopy	- 3/5
.8 Employer/Employer's Agent-Photocopy	- 3/5
11. This shall be uploaded in the DGS website online immediately before submission as aforesaid.

(Gautam Chatterjee)
Director-General of Shipping
& ex-officio Additional Secretary to the
Govt. of India