

Subject

Inspection and certification relating to the entry into force of the 2014 Amendments to the MLC, 2006 on 18th January 2017

ClassNK

Technical Information

No. TEC-1098
Date 28 December 2016

To whom it may concern

As you are aware, the 2014 Amendments to the MLC, 2006 will enter into force on 18th January 2017 in the countries that have ratified the MLC, 2006.

Ships flying flag of the member States are required to carry the certificates or other documentary evidence of financial security complying with the requirements of the amendments on board.

In addition, the DMLC Part II will need to be revised by the shipowner associating with issuance of the revised DMLC Part I issued by the flag State administration and subsequently shipboard verification of its implementation is also required.

In this connection, the resolution on transitional measures relating to the entry into force of this amendments adopted by ILO states that the Maritime Labour Certificate (MLC) issued by the member States before 18th January 2017 will be effective until its expiry date and urges the member States to ensure that the MLC and DMLC are issued or renewed to comply with the amended requirements no later than the first renewal inspection following entry into force of the amendments.

Taking account of the resolution, there is no flag States that require an additional shipboard inspection to verify the implementation of the amendments at this moment as far as we confirmed.

Therefore, the shipboard verification of compliance with the amendments is expected to be carried out during the initial inspection, the first intermediate inspection or the first renewal inspection whichever period is earlier after 18th January 2017.

As the procedure of the verification of the compliance with the amendments is same as the normal procedures of DMLC Part II amendment and the following shipboard verification, the review of the DMLC Part II amended by the shipowner shall be completed prior to the scheduled shipboard inspection mentioned above.

As for the detail of implementation of the amendments, please confirm the related circulars and /or notices issued by each flag State.

The related circulars, notices and documents for implementing the amendments issued by some major flag States are attached for reference together with the text of the amendments and the resolution on transitional measures relating to the entry into force of the amendments adopted by ILO.

(To be continued)

NOTES:

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Regarding the ships registered with Japan and Netherland which have ratified MLC, 2006 but have not applied the amendments, the amended DMLC on board the ships is not required until the date of official application of the amendments. However, it is recommended to implement the measures to meet the amended requirements on board the ships and carry the certificate or other documentary evidence of financial security certifying to satisfy the amended requirements on board the ships considering PSC and other inspections.

The above procedure is also applicable to the vessels registered with the flag State that has not ratified the MLC, 2006 and the SOC has been voluntarily issued.

For the vessels which newly undergo the voluntary MLC certification, the mimic DMLC Part I incorporated with the amended requirements will be prepared by ClassNK on or after 18th January 2017 at the request of the shipowner.

- The guidance of application of the document review

Please submit the following documents with the application form to the convenient office / branch of ClassNK.

1. Amended DMLC Part I
2. Amended DMLC Part II and relevant documents (if any)
3. Copy of the certificate and other documentary evidence for financial security (if they are available)
4. Copy of the documents proving that the certificate and other documentary evidence for financial security was accepted by the flag State concerned (if they are applicable by the flag State and available)

For any questions about the above, please contact:

NIPPON KAIJI KYOKAI (ClassNK)

Safety Management Systems Department, Administration Center, Head Office

Address: 4-7 Kioi-cho, Chiyoda-ku, Tokyo 102-8567, Japan

Tel.: +81-3-5226-2173

Fax: +81-3-5226-2174

E-mail: smd@classnk.or.jp

Attachment:

1. The related circulars, notices and documents for implementing the amendments issued by some major flag States
 - Panama MERCHANT MARINE CIRCULAR MMC-336
 - Singapore: SHIPPING CIRCULAR TO SHIPOWNERS NO.22 OF 2016

(To be continued)

- Marshall Islands: Marine Notice No. 7-052-3
 - Hong Kong: Circular ref. No.SD/S 800/1 dated 6 December 2016 and 11 November 2016
 - Malta: Merchant Shipping Notice No.132
 - Bahamas: INFORMATION BULLETIN No. 127, TECHNICAL ALERT No. 16-51
 - Antigua and Barbuda: Information Notice 2016-005
 - Vanuatu: FLEET / SAFETY LETTER 2016-December-07
2. The text of the amendments and the resolution on transitional measures relating to the entry into force of the amendments
- TEXT OF THE AMENDMENTS OF 2014 TO THE MARITIME LABOUR CONVENTION, 2006
 - Resolution on the transitional measures relating to the entry into force of the amendments to the Maritime labour Convention, 2006, concerning financial security requirements in respect of abandonment of seafarers and for shipowners' liability



PANAMA MARITIME AUTHORITY
MERCHANT MARINE CIRCULAR MMC-336

PanCanal Building
Albrook, Panama City
Republic of Panama
Tel: (507) 501-5000
msm@segumar.com

To: Shipowners/Operators, Company Security Officers, Legal Representatives of Panamanian Flagged Vessels, Panamanian Merchant Marine Consulates and Recognized Organizations (ROs).

Subject: MARITIME LABOUR CONVENTION (MLC, 2006). AMENDMENTS-REGULATIONS 2.5 (REPATRIATION) AND 4.2 (SHIPOWNER'S LIABILITY),

Reference: MARITIME LABOUR CONVENTION, MLC 2006.

The ILO adopted amendments to the Maritime Labour Convention on 11 June 2014, which have the aim to improve the protection of seafarers against financial risks in possible hazardous situations. For the first time, the amendments contain standards for financial protection of seafarers' entitlements when abandoned by the ship owner. In addition, the amendments of the Maritime Labour Convention provide minimum requirements for financial security (P&I Club or insurer) for compensation claims for the death or disability of seafarers due to occupational accidents, diseases or hazards. The amendments of the Maritime Labour Convention will enter into force on 18 January 2017.

Amendments to the Code implementing Regulation 2.5 – Repatriation of the MLC, 2006

1. Financial Security for cases of abandonment -Regulation 2.5- The amendments to the Code implementing Regulation 2.5 – Repatriation are intended to better address the specific problems faced in cases of abandonment of seafarers with expeditious and effective financial security system to assist seafarers in the event of their abandonment. The seafarer shall be deemed to have been abandoned where, in violation of the requirements of this Convention or the terms of the seafarers' employment agreement, the ship owner:
 - fails to cover the cost of the seafarer's repatriation; or
 - has left the seafarer without the necessary maintenance and support; or
 - has otherwise unilaterally severed their ties with the seafarer including failure to pay contractual wages for a period of at least two months.

1.1 The shipowner has to maintain a financial security (P&I Club or insurer) for cases of abandonment. The insurance policy must cover the necessary support for seafarers which shall

Prepared by: Lawyer	Revised by: Compliance and Enforcement Deputy Chief	Aproved by: Compliance and Enforcement Chief	
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include: adequate food, accommodation, drinking water supplies, essential fuel for survival on board the ship and necessary medical care.

1.2 Evidence of financial security (P&I Club or insurer) under Regulation 2.5, paragraph 2. The certificate or other documentary evidence referred to in Standard A2.5.2, paragraph 7, shall include the following information:

- name of the ship,
- port of registry of the ship,
- call sign of the ship,
- IMO number of the ship,
- name and address of the provider or providers of the financial security,
- contact details of the persons or entity responsible for handling seafarers',
- requests for relief,
- name of the shipowner,
- period of validity of the insurance policy, and
- an attestation from the financial security (P&I Club or insurer) meets the requirements of Standard A2.5.2 to the MLC amended.

1.3 The financial security (P&I Club or insurer) must provide that:

- The crew members may assert their claims directly to insurer or crew management,
- The insurance cover or protection provided by the other financial security does not cease before the end of the contract period unless the insurer has given prior notification of at least 30 days to the General Directorate of Seafarers in labormar@amp.gob.pa

1.4. Is an obligation to ensure that all ships are covered by financial security (P&I Club or insurer) in accordance with the Convention as amended, from the date when the amendments enter into force.

Amendments to the Code implementing Regulation 4.2 – Shipowners’ liability of the MLC, 2006

2. Implementing -Regulation 4.2 - Shipowners’ liability of the MLC, 2006. The amendments to the Code require further providing financial security to assure compensation in the event of the death or long-term disability of seafarers due to an occupational injury, illness or hazard. The shipowners shall maintain an financial security (P&I Club or insurer) which compensate crew members or their survivors in case of disability or death of crew members due to occupational accidents or diseases, according to the Executive Decree No. 86 of the 2013 (whereby the maritime labour convention, 2006 is regulated), **Article 172: “Shipowners must provide insurance coverage in order to guarantee the payment of an indemnity in the event of death or long-term disability of Seafarers, as a result of a work accident, illness or occupational risk”.**

2.1 Evidence of financial security under Regulation 4.2. The certificate or other documentary evidence of financial security required under Standard A4.2.1, paragraph 14, shall include the following information:

- name of the ship,
- port of registry of the ship,
- call sign of the ship,
- IMO number of the ship,
- name and address of the provider or providers of the financial security,
- contact details of the persons or entity responsible for handling seafarers’ contractual claims,
- name of the shipowner,
- period of validity of the financial security (P&I Club or insurer) y; and

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- an attestation from the financial security (P&I Club or insurer) meets the requirements of Standard A4.2.1.
3. In both cases (Paragraphs 1 and 2), the financial security (P&I Club or insurer) shall not cease before the end of the period of validity of financial security (P&I Club or insurer) provider has given prior notification of at least 30 days to the General Directorate of Seafarers in labormar@amp.gob.pa
 4. On board of the Panamanians Ships shall require a certificate or other documentary evidence of financial security (P&I Club or insurer). A copy shall be posted in a conspicuous place on board where it is available to the seafarers. Where more than one financial security (P&I Club or insurer) provides cover, the document provided by each provider shall be carried on board.

Declaration of Maritime Labour Compliance (DMLC).

5. The DMLC issued from January 18, 2017 will have to include the amendments in both Parts.
 - ***Financial Security for Repatriation (Regulation 2.5- Abandonment)***
 - *All vessels must be under the obligation to provide a financial security in order to ensure that Seafarers are duly repatriated. Executive Decree No. 86, February 22, 2013. Title III. Chapter Eight.*
 - ***Financial Security relating to shipowner’s Liability (Regulation 4.2)***
 - *Shipowners must provide insurance coverage in order to guarantee the payment of an indemnity in the event of death or long-term disability of Seafarers, as a result of a work accident, illness or occupational risk. Executive Decree No. 86, February 22, 2013. Title Five. Chapter II.*

Transitional measures relating to the entry into force of the amendments to the Maritime Labour Convention, 2006

6. Resolution on the transitional measures relating to the entry into force of the amendments concerning financial security requirements in respect of abandonment of seafarers and for shipowners’ liability. April, 2014.
 - Requests Members to recognize the need for a transitional period to issue or renew Maritime Labour Certificates and the related declarations of maritime labour compliance in accordance with the requirements of the Convention as amended;
 - Urges Members to ensure that the Maritime Labour Certificates and the declarations of maritime labour compliance are issued or renewed so as to comply with the requirements of the Convention as amended, on ships that fly their flag, no later than the date of the first renewal inspection following entry into force of the amendments;

7. Text of the amendments of 2014 to the Maritime Labour Convention, 2006 adopted by the Special Tripartite Committee on 11 April 2014.

8. From January 18, 2017 on board of all Panamanian Flag Vessels shall maintain on board both financial security (P&I Club or insurer) -Regulations 2.5 –Repatriation- and 4.2 -Shipowner’s Liability- which shall be verified during the first intermediate inspection carried out on or after

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January 18, 2017. The RO should include in the correspondent MLC check list the verification of the two (2) financial securities (P&I Club or insurer) and verified these requirements during the initial, intermediate and renewal inspections.

9. The shipowner is free to choose the P & I Club of his convenience (we do not have lists of insurers by MLC), the P & I Club or insurer is not a required to send to this Office a copy of the certificate based on the MLC amendments (A2.5.2 and A4.2.1), However, once such amendments enter into force, the shipowner or operator is required to keep the policies or guarantees on board and disposal of the competent authority.

December, 2016 – Additional Paragraph 9

October, 2016 - Modification of paragraph 8.

September, 2016

Inquiries concerning the subject of this Circular or any request should be directed to:

Directorate General of Merchant Marine

Panama Maritime Authority

Contact: mlc@segumar.com

Phone: (507) 501-4241

Prepared by: Lawyer	<i>Revised by: Compliance and Enforcement Deputy Chief</i>	<i>Aproved by: Compliance and Enforcement Chief</i>	
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**MARITIME AND PORT AUTHORITY OF SINGAPORE
SHIPPING CIRCULAR TO SHIPOWNERS
NO. 22 OF 2016**

MPA Shipping Division
460 Alexandra Road
#21-00, PSA Building
Singapore 119963
Fax: 6375-6231
<http://www.mpa.gov.sg>

13 October 2016

Applicable to: This circular should be brought to the attention of all Singapore shipowners, ship-managers, operators, agents, masters, crew members and insurers

MARITIME LABOUR CONVENTION, 2006 – NEW COMPULSORY FINANCIAL SECURITY REQUIREMENTS RELATING TO REPATRIATION OF ABANDONED SEAFARERS AND WORK INJURY COMPENSATION

Introduction

1. This circular provides information on the International Labour Organization's (ILO) amendments of 2014 to the Maritime Labour Convention, 2006 (MLC). These amendments will enter into force on 18 January 2017 and will apply to all ships as described in Section 3 of the Merchant Shipping (Maritime Labour Convention) Act 2014 (No. 6 of 2014) ("MLC ships").

Amendments of 2014 to the MLC

2. The amendments to Regulation 2.5 (Repatriation) of the MLC require shipowners to repatriate their seafarers in the event of abandonment, which is defined as:

- a. When the shipowner fails to cover the cost of the seafarer's repatriation; or
- b. When the shipowner has left the seafarer without the necessary maintenance and support; or
- c. When the shipowner has otherwise unilaterally severed its ties with the seafarer, including failure to pay contractual wages for a period of at least two months.

3. Shipowners will have to obtain financial security to ensure that they will be able to meet their repatriation obligations. In particular, the financial security must be adequate to cover the following:

- a. Up to four months of outstanding wages and other outstanding entitlements due from the shipowner to the abandoned seafarer under their employment agreement, the relevant collective bargaining agreement or Singapore law;
 - b. All expenses reasonably incurred by the abandoned seafarer, including the costs of repatriation; and
 - c. The essential needs of the abandoned seafarer, including items such as adequate food, clothing, accommodation, drinking water supplies, essential fuel for survival on board the ship, necessary medical care and any other reasonable costs or charges from the act or omission constituting the abandonment until the seafarer's arrival at his repatriation destination.
4. The amendments to Regulation 4.2 (Shipowners' liability) of the MLC introduce new mandatory requirements to ensure that seafarers who suffer death or long-term disability due to an occupational injury, illness or hazard are compensated fairly and expeditiously. The requirements are as follows:
- a. The contractual compensation owed to the seafarer is to be paid out in full and without delay;
 - b. The seafarer or his representative must not be pressured to accept a payment less than the contractual amount;
 - c. Where the nature of the long-term disability of the seafarer makes it difficult to assess the full contractual compensation payable to him, the financial security provider must make an interim payment or payments to the seafarer;
 - d. Any contractual compensation received by the seafarer may be offset by the shipowner against any damages resulting from any other claim made by the seafarer against the shipowner and arising from the same incident;
 - e. The seafarer's claim for contractual compensation may be brought directly by the seafarer, his next of kin, a representative or a designated beneficiary;
 - f. The financial security provider must give advance notification to the flag State if the financial security is to be cancelled or not renewed.

Certificate or other documentary evidence of financial security

5. Shipowners will be required to carry on board their ships, certificates of the contracts of insurance or other financial security from 18 January 2017, covering:
- a. The costs of crew repatriation in accordance with amended Standard 2.5 and;
 - b. Contractual claims arising from the death or long-term disability of seafarers due to an occupational injury, illness or hazard in accordance with amended Standard 4.2.
6. Shipowners are also required to display copies of such certificates in a conspicuous place on board their ships where it is available to the seafarers.

7. Shipowners may wish to review their existing financial security coverage to ensure that the above liabilities for repatriation and work injuries are insured according to the above requirements. The certificates of the contracts of insurance or other financial security must be issued by financial security providers that have been approved by the Maritime and Port Authority of Singapore (MPA). The list of approved financial security providers will be released at a later date.

8. Shipowners will also be required to provide copies of such certificates to MPA for MPA's records. Shipowners may wish to arrange for their financial security providers to send copies of such certificates directly to MPA. These certificates do not need to be endorsed by MPA.

Declaration of Maritime Labour Compliance and the Maritime Labour Certificate

9. Under the MLC, all MLC ships of 500 gross tonnage and above must obtain a Declaration of Maritime Labour Compliance (DMLC) and a Maritime Labour Certificate.

10. The DMLC consists of Parts I and II, both of which Parts will need to be revised to include the amendments of 2014. MPA will prepare and issue the revised DMLC Part I to shipowners no later than the due date of ships' first MLC renewal inspection after 18 January 2017. Shipowners will be required to update their DMLC Part II to indicate their compliance with the new DMLC Part I. This is to be done no later than the due date of the ship's first MLC renewal inspection after 18 January 2017.

11. The entry into force of the amendments on 18 January 2017 will not affect the continued validity of ships' existing Maritime Labour Certificates and DMLCs until the due date of the ship's first MLC renewal inspection after 18 January 2017.

12. The DMLC, Maritime Labour Certificate and certificates of the contracts of insurance or other financial security are inspectable items for port state control.

13. The full text of the amendments is available at the following link: http://www.ilo.org/ilc/ILCSessions/103/reports/WCMS_248905/lang--en/index.htm.

14. MPA is in the process of amending its regulations to implement the new financial security requirements and will issue a detailed shipping circular in due course.

15. Any queries regarding this circular should be directed to the Seafarers Management Department (Email mmo@mpa.gov.sg; Tel: +65 6375 6224).

TAN SUAN JOW
DIRECTOR OF MARINE
MARITIME AND PORT AUTHORITY OF SINGAPORE



**REPUBLIC OF
THE MARSHALL ISLANDS**

MARITIME ADMINISTRATOR

Marine Notice

No. 7-052-3

Dec/2016

**TO: ALL SHIPOWNERS, OPERATORS, MASTERS AND OFFICERS OF
MERCHANT SHIPS, AND RECOGNIZED ORGANIZATIONS**

**SUBJECT: Liability Insurance for Seafarer Abandonment, Death, and Long-Term
Disability**

- References:**
- (a) MLC, 2006, *Maritime Labour Convention, 2006*, as amended
 - (b) ILO Resolution GB.322/LILS/3, *Resolution on transitional measures relating to the entry into force of the amendments to the Maritime Labour Convention, 2006 concerning financial security requirements in respect to the abandonment of seafarers and for shipowners' liability*, dated 10 October 2014
 - (c) RMI Maritime Act (MI-107), §864
 - (d) RMI Maritime Regulations (MI-108), § 7.52.1

PURPOSE:

This Notice provides the Republic of the Marshall Islands (RMI) Maritime Administrator (the "Administrator") requirements with respect to the 2014 amendments to the Maritime Labour Convention, 2006 (MLC, 2006).

BACKGROUND:

On 11 June 2014, the International Labour Organization (ILO) adopted amendments to the MLC, 2006:

1. Standard A2.5 was amended to require a financial security system to be provided to assist seafarers in the event of abandonment.
2. Standard A4.2 was amended to provide minimum requirements for financial security for compensation of contractual claims in the event of death or long-term disability of seafarers.

An important objective of the amendments is to provide seafarers with direct access to compensation, sufficient coverage, and expedited financial assistance. Both sets of amendments enter into force 18 January 2017.

APPLICABILITY:

The Notice applies to all RMI-flagged vessels, except Pleasure Yachts, beginning **18 January 2017** as provided below.

DEFINITIONS:

“Abandonment” a seafarer shall be deemed to have been abandoned where, in violation of the requirements of the MLC, 2006 or the terms of the seafarers’ employment agreement (SEA), the shipowner:

1. fails to cover the cost of the seafarer’s repatriation; or
2. has left the seafarer without the necessary maintenance and support; or
3. has otherwise unilaterally severed their ties with the seafarer including failure to pay contractual wages for a period of at least two (2) months.

“Contractual Claim” means any claim which relates to death or long-term disability of a seafarer due to an occupational injury, illness, or hazard as set out in national law¹, the SEA or collective bargaining agreement (CBA).

“Necessary Maintenance and Support” shall include adequate food, accommodation, drinking water supplies, essential fuel for survival on board the ship and necessary medical care and any other reasonable costs or charges arising from the Abandonment until the seafarer’s arrival home.

“Pleasure Yacht” means a private yacht as defined in RMI Maritime Regulation 1.03.13.

REQUIREMENTS:

1.0 Financial Security

1.1 All RMI-flagged vessels, with the exception of Pleasure Yachts, must maintain at all times satisfactory third party liability insurance in accordance with §7.52.1 of the RMI Maritime Regulations (MI-108).

1.2 Abandonment

The liability insurance required by MI-108, §7.52.1 with respect to abandonment must be sufficient to cover:

- .1 outstanding wages and other entitlements due from the shipowner to the seafarer under their employment agreement, a relevant collective bargaining agreement and RMI Maritime Act and RMI Maritime Regulations, limited to four (4) months of any such outstanding entitlements;

¹ See MI-107, §837 and MI-108, §7.50 (Benefit of Compensation for Loss of Life) and MI-107, §836 (Wages, maintenance and cure).

- .2 all expenses reasonably incurred by the seafarer, including the cost of repatriation in accordance with MI-108, §7.52.5; and
- .3 the essential needs of the seafarer and any other reasonable costs or charges arising from the abandonment.

1.3 Long-term Disability and Death

- 1.3.1 The liability insurance required by MI-108, §7.52.1 must assure compensation for Contractual Claims in the event of death or long-term disability of seafarers due to occupational injury, illness, or hazard.
- 1.3.2 Contractual Claims shall be addressed and settled directly between the financial security provider and seafarer.
- 1.3.3 Contractual Claims shall be paid in full and without delay.
- 1.3.4 A seafarer shall not be pressured to accept a payment less than the contractual amount.

1.4 Validity of Financial Security and Notifications

- 1.4.1 Shipowners are required to notify their seafarers if the financial security is to be cancelled or terminated.
- 1.4.2 Financial security providers must notify the Administrator if any RMI shipowner's financial security is cancelled or terminated, or is to be cancelled or terminated, 30 days in advance of any such termination.
- 1.4.3 In accordance with MLC, 2006 Standard A4.2.8.11, the financial security must not cease before the end of the period of its validity, unless the financial security provider has given prior notification of at least 30 days to the Administrator.

2.0 Certificates of Financial Security

- 2.1 By **18 January 2017** all RMI-flagged vessels that are required to be certified (i.e., carry a Maritime Labour (ML) Certificate) or have opted for voluntary certification under of the MLC, 2006 must carry on board certificates or other documentary evidence of financial security to show compliance with MLC, 2006:
 - .1 Standard A2.5.2: Shipowner liability in cases of abandonment; and
 - .2 Standard A4.2.1: Treatment of Contractual Claims-death and long-term disability.
- 2.2 The certificate or other documentary evidence of financial security required must include the following information and be issued directly to the shipowner by the financial security provider (Protection and Indemnity (P&I) Club or other insurer):
 - (a) name of the ship;

- (b) port of registry of the ship;
- (c) call sign of the ship;
- (d) IMO number of the ship;
- (e) name and address of the provider or providers of the financial security;
- (f) contact details of the persons or entity responsible for handling seafarers' contractual claims;
- (g) name of the shipowner on whose behalf financial security has been provided²;
- (h) period of validity of the financial security; and
- (i) an attestation from the financial security provider that the financial security meets the requirements of Standards A 2.5.2 and A4.2.1.

2.2.1 Mobile Offshore Units (MOUs) that self-insure in accordance with MI-108, §2.23 must document the nature, amount, and security of the liability reserve in lieu of an attestation from the financial security provider as required in 2.2(i), above.

2.3 In most circumstances two (2) certificates will be issued; one (1) to meet Standard A2.5. and one (1) to meet Standard A4.2. Where more than one financial security provider supplies cover, the documents provided by each provider must be carried on board. MOU operators opting to self-insure may provide the required documentary evidence directly to the Administrator via a certified letter.

2.4 A copy of the certificates or documentary evidence must be posted in a conspicuous place on board the vessel where it is available to the seafarers.

2.5 A copy of the certificates or documentary evidence must be forwarded by the shipowner to the Administrator at: vesdoc@Register-iri.com.

3.0 Declaration of Maritime Labour Compliance (DMLC)

3.1 As of the issuance of this Notice, the DMLC Part I (RMI Form MSD 400A) and DMLC Part II (RMI Form MSD 400B) have been amended by the Administrator to incorporate the 2014 amendments to MLC, 2006. While the DMLC Part I and Part II will need to be amended, the Administrator does not envision changes to existing DMLCs prior to 18 January 2017, provided that evidence of compliance with the new requirements (i.e., documents evidencing liability insurance coverage) is posted on board as required.

3.2 Shipowners of existing RMI-flagged vessels will need to request a new DMLC Part I from the Administrator and amend their DMLC Part II accordingly. This must be done by the initial or first renewal inspection after **18 January 2017**. This may also be accomplished earlier on a voluntary basis.

² These persons or entity may be the registered owner or the ship operator; and shall be indicated accordingly in the Declaration of Maritime Labour Compliance (DMLC) Part II.

- 3.3 The Administrator will issue the updated DMLC Part I to all newbuild vessels and vessels transferring into the RMI flag beginning 18 January 2017, as part of the certification procedure provided in RMI Marine Notice 2-011-33, *Maritime Labour Convention, 2006 Inspection and Certification Program*.
- 3.4 As inspectable items, an Administrator Recognized Organization (RO), chosen by the ship operator for MLC, 2006 certification, must verify that the amendments to the DMLC Part II have been accomplished in accordance with §3.2, above; and that the required certificates are current and posted onboard.
- 4.0 *Validity of Documentation*
- 4.1 A ML Certificate and DMLC consisting of the DMLC Part I and DMLC Part II must be issued or renewed so as to comply with the requirements of the Convention, as amended, no later than the date of the first renewal inspection following 18 January 2017. An existing ML Certificate and DMLC, while they are still valid in accordance with the Convention, shall be recognized until that time.

海事處
船舶事務科

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MARINE DEPARTMENT

Shipping Division

24/F., Harbour Building,
38 Pier Road, Central, Hong Kong

Tel No. : (852) 2852 4510
Fax No.: (852) 2545 0556

6 December 2016

To: Shipowners / Ship Managers and Classification Societies

Dear Sir/Madam,

Supplementary to Declaration of Maritime Labour Compliance – Part II
DMLC-Part II (Supplement)

Subsequent to our circular letter dated 11 November 2016 on the implementation of the 2014 amendments to the MLC, 2006 for the Hong Kong registered ships, this Administration received enquiries on the procedures for submission and the review of the DMLC-Part II.

In response to the abovementioned enquires and to simplify the procedures, this Administration accepts that a supplementary to DMLC-Part II only provides items 15 and 16 on financial securities for repatriation and shipowners' liability ("the supplement") instead of the full list of the items 1 to 16.

Shipowners may submit to their ROs the supplement to the existing DMLC-Part II as attached to this letter that consists of the measures adopted to ensure compliance with items 15 and 16 on financial securities. Since the documentary evidence of the financial security may not be readily available during the review of the document, the supplement may not be able to be fully certified by the RO as per Standard A5.1.3, paragraph 10(b) of the MLC, 2006. In this regard, it is suggested that the RO may

issue a letter or stamping or signing on the supplement to indicate the completion of the review of the document. Remaining verification process in certifying the supplement may be completed during next schedule inspection.

Should you have any query, please do not hesitate to contact the Senior Surveyor/Cargo Ships Safety Section at telephone number (852) 2852 4510, fax number (852) 2545 0556 or by email to "ss_css@mardep.gov .hk".

Yours faithfully,

No signature on website copy

(K.F. KWAN)
Senior Surveyor/Cargo Ships Safety Section
for Director of Marine

Maritime Labour Convention, 2006
Declaration of Maritime Labour Compliance – Part II (Supplement)

Measures adopted to ensure ongoing compliance between inspections

The following measures have been drawn up by the shipowner, named in the Statement of Compliance to which this Declaration is attached, to ensure ongoing compliance between inspections :

(State below the measures drawn up to ensure compliance with each of the items in Part I)

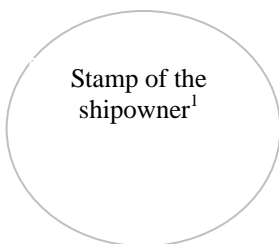
15. Financial security for repatriation (Regulation 2.5)

.....

16. Financial security relating to shipowners' liability (Regulation 4.2)

.....

I hereby certify that the above measures have been drawn up to ensure ongoing compliance, between inspections, with the requirements listed in Part I (in the form of a table).



Stamp of the shipowner¹

Name of shipowner : _____

Company address : _____

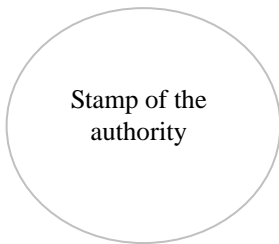
Name of the authorized signatory : _____

Title : _____

Signature of the authorized signatory : _____

Date : _____

The above measures have been reviewed by <the Marine Department> <Recognized Organization> (*strike out the statement which is not applicable*) and, following inspection of the ship, have been determined as meeting the purposes set out under Standard A5.1.3, paragraph 10(b), regarding measures to ensure initial and ongoing compliance with the requirements set out in Part I of this Declaration.



Name : _____
Title : _____
Address : _____
Signature : _____
Place : _____
Date : _____

¹ *Shipowner* means the owner of the ship or another organization or person, such as the manager, agent or bareboat charterer, who has assumed the responsibility for the operation of the ship from the owner and who, on assuming such responsibility, has agreed to take over the duties and responsibilities imposed on shipowners in accordance with this Convention, regardless of whether any other organizations or persons fulfil certain of the duties or responsibilities on behalf of the shipowner. See Article II(1)(j) of the Convention.

海事處

船舶事務科

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貴署檔案 Your Ref. : ---
本處檔案 Our Ref. : SD/S 800/1



MARINE DEPARTMENT

Shipping Division

24/F., Harbour Building,
38 Pier Road, Central, Hong Kong

Tel No. : (852) 2852 4510
Fax No.: (852) 2545 0556

11 November 2016

To: Shipowners / Ship Managers and Classification Societies

Dear Sir/Madam,

Amendments of 2014 to the Maritime Labour Convention, 2006

This circular letter provides information on the implementation of the amendments of 2014 to the Maritime Labour Convention, 2006 (2014 Amendments) for Hong Kong registered ships which are required to comply with the amendments to Regulation 2.5 (Repatriation) and Regulation 4.2 (Shipowners' liability) as from 18 January 2017. A copy of the 2014 Amendments is attached for your reference. The following is the summary of the new requirements.

Amendments under Regulation 2.5 (Repatriation)

I. Financial security to provide assistance to seafarers when abandoned

A financial security shall be provided to ensure that any seafarers employed on board the ship is provided with assistance when the seafarer is abandoned. The financial security shall meet the relevant provisions of the standard A2.5.2 of the 2014 Amendments.

II. Documentary evidence of financial security (repatriation) to be carried on ship

The ship must carry on board a financial security for repatriation in the form of a certificate or other documentary evidence issued by a provider of the security. The financial security shall be in English and contain the particular information set out in Appendix A2-I of the 2014 Amendments and shall be posted in a conspicuous position on board, which is accessible to all seafarers.

Amendments under Regulation 4.2 (Shipowners' Liability)

I Financial security relating to Shipowners' liability

A financial security shall be provided to ensure that payment of compensation for any liability claim brought in respect of any seafarer employed to work on board the ship. The financial

security shall meet the relevant provisions of the standard A4.2.2 of the 2014 Amendments.

II Documentary evidence of financial security (Shipowners' liability) to be carried on ship

The ship must carry on board a financial security for shipowners' liability in the form of a certificate or other documentary evidence issued by a provider of the security. The financial security shall be in English and contain the particular information set out in Appendix A4-I of the 2014 Amendments and shall be posted in a conspicuous position on board, which is accessible to all seafarers.

Declaration of Maritime Labour Compliance (DMLC) for Hong Kong Registered Ships

I DMLC-Part I

The DMLC-Part I for Hong Kong registered ships was issued on 15 March 2013. A supplement to the DMLC-Part I to include the abovementioned amendments on financial securities for Repatriation and Shipowners' Liability have been prepared as attached in Appendix I of this letter. For ships that are to be operating on or after 18 January 2017, shipowners are requested to comply with the amendments before 18 January 2017 in order to demonstrate its full compliance with the MLC, 2006 and the 2014 Amendments.

II DMLC-Part II

A copy of the revised DMLC-Part II to include the 2014 amendments is attached in Appendix II. Shipowners are required to send the completed revised DMLC-Part II to the RO for review. The completed set of the supplement with the revised DMLC-Part II endorsed by the RO is to be sent to the ship before 18 January 2017.

Should you have any query, please do not hesitate to contact the Senior Surveyor/Cargo Ships Safety Section at telephone number (852) 2852 4510, fax number (852) 2545 0556 or by email to "ss_css@mardep.gov.hk".

Yours faithfully,



(K.F. KWAN)

Senior Surveyor/Cargo Ships Safety Section
for Director of Marine

Encl.: Appendices I & II and the 2014 Amendment

Declaration of Maritime Labour Compliance – Part I (Supplement)

The Declaration of Maritime Labour Compliance–Part I for Hong Kong registered ships was initially issued in 2013. This document serves as a supplement to the abovementioned DMLC-Part I by including the two items as required by the Amendments of 2014 to the Maritime Labour Convention, 2006.

Name of ship	IMO number	Gross tonnage

- 15 **Financial security to provide assistance to seafarers when abandoned (MLC Regulation 2.5)**
- .1 A financial security must be in force in respect of a ship to ensure that any seafarer employed to work on board the ship is provided with assistance when the seafarer is abandoned.
 - .2 The financial security-
 - (a) must be in the form of an insurance policy;
 - (b) must comply with the requirements set out in paragraphs 4, 8, 9, 10 and 12 of Standard A2.5.2 of the ML Convention;
 - (c) must not be terminated before the expiry date of the security, unless the provider of the security has given to the Authority at least 30 days prior notice in writing; and
 - (d) must not prejudice any right of recourse of the provider of the security against third parties.
 - .3 A seafarer is regarded to be abandoned under the circumstances listed in paragraph 2 of Standard A2.5.2 of the ML Convention.
 - .4 A ship must carry on board in respect of the financial security referred to MLC Regulation 2.5 -
 - (a) a certificate or other documentary evidence a financial security issued by each provider of the security; and
 - (b) have a copy of the certificate or other documentary evidence displayed in a conspicuous position on board the ship, which is accessible to the seafarers on it.
 - .5 The certificate or other documentary evidence—
 - (a) must contain the particulars and information set out in Appendix A2-I to the ML Convention; and
 - (b) must be in English or accompanied by an English translation.
- 16 **Financial security to secure compensation for liability claims (MLC Regulation 4.2)**
- .1 A financial security must be in force in respect of a ship to ensure the payment of compensation for any liability claim brought in respect of any seafarer employed to work on board the ship under -
 - (a) the law of Hong Kong;
 - (b) the seafarer's employment agreement; or
 - (c) any agreement voluntarily entered into between one or more shipowners' organizations and one or more seafarers' organizations that satisfies the following conditions -
 - (i) the agreement relates to the working and living conditions of seafarers;
 - (ii) the shipowner of the ship is a member of the shipowners' organization or at least one of the shipowners' organizations, as the case requires; and
 - (iii) the seafarer is a member of the seafarers' organization or at least one of the seafarers' organizations, as the case requires.
 - .2 The financial security -
 - (a) must be in the form of an insurance policy;
 - (b) must comply with the requirements set out in paragraphs 8(a), (b), (c), (d) and (e) and 13 of Standard A4.2.1 of the ML Convention; and
 - (c) must not be terminated before the expiry date of the security, unless the provider of the security has given to the Authority at least 30 days prior notice in writing.
 - .3 If a financial security referred to in subsection (1) is to be cancelled or terminated, the provider of the security must give the seafarers employed to work on board the ship at least 30 days prior notice in writing.
 - .4 If a financial security referred to in subsection (1) is cancelled or terminated, the provider of the security must, by written notice within 30 days of the cancellation or termination, inform the Authority of the cancellation or termination.
 - .5 Liability claim means a claim in respect of the death or long-term disability of a seafarer due to an occupational injury, illness or hazard.
 - .6 A ship must carry on board in respect of the financial security referred to MLC Regulation 4.2 -
 - (a) a certificate or other documentary evidence a financial security issued by each provider of the security; and
 - (b) have a copy of the certificate or other documentary evidence displayed in a conspicuous position on board the ship, which is accessible to the seafarers on it.
 - .7 The certificate or other documentary evidence -
 - (c) must contain the particulars and information set out in Appendix A4-I to the ML Convention; and
 - (d) must be in English or accompanied by an English translation.

Date: 11 November 2016

Maritime Labour Convention, 2006
Declaration of Maritime Labour Compliance – Part II

Measures adopted to ensure ongoing compliance between inspections

The following measures have been drawn up by the shipowner, named in the Statement of Compliance to which this Declaration is attached, to ensure ongoing compliance between inspections :

(State below the measures drawn up to ensure compliance with each of the items in Part I)

1. Minimum age (Regulation 1.1)
.....
2. Medical certification (Regulation 1.2)
.....
3. Qualifications of seafarers (Regulation 1.3)
.....
4. Seafarers' employment agreements (Regulation 2.1)
.....
5. Use of any licensed or certified or regulated private recruitment and placement service (Regulation 1.4)
.....
6. Hours of work or rest (Regulation 2.3)
.....
7. Manning levels for the ship (Regulation 2.7)
.....
8. Accommodation (Regulation 3.1)
.....
9. On-board recreational facilities (Regulation 3.1)
.....
10. Food and catering (Regulation 3.2)
.....
11. Health and safety and accident prevention (Regulation 4.3)
.....
12. On-board medical care (Regulation 4.1)
.....
13. On-board complaint procedures (Regulation 5.1.5)
.....
14. Payment of wages (Regulation 2.2)

.....
15. Financial security for repatriation (Regulation 2.5)

.....
16. Financial security relating to shipowners' liability (Regulation 4.2)

.....

I hereby certify that the above measures have been drawn up to ensure ongoing compliance, between inspections, with the requirements listed in Part I (in the form of a table).



Name of shipowner : _____
Company address : _____
Name of the authorized signatory : _____
Title : _____
Signature of the authorized signatory : _____
Date : _____

The above measures have been reviewed by <the Marine Department> <Recognized Organization> (*strike out the statement which is not applicable*) and, following inspection of the ship, have been determined as meeting the purposes set out under Standard A5.1.3, paragraph 10(b), regarding measures to ensure initial and ongoing compliance with the requirements set out in Part I of this Declaration.



Name : _____
Title : _____
Address : _____
Signature : _____
Place : _____
Date : _____

¹ *Shipowner* means the owner of the ship or another organization or person, such as the manager, agent or bareboat charterer, who has assumed the responsibility for the operation of the ship from the owner and who, on assuming such responsibility, has agreed to take over the duties and responsibilities imposed on shipowners in accordance with this Convention, regardless of whether any other organizations or persons fulfil certain of the duties or responsibilities on behalf of the shipowner. See Article II(1)(j) of the Convention.

(Revised on 11 November 2016)



AMENDMENTS TO THE MARITIME LABOUR CONVENTION, 2006

Merchant Shipping Notice No. 132

*Notice to Shipowners, Ship Operators, Managers, Masters,
Owners' Representatives and Recognised Organisations*

The Merchant Shipping Directorate draws the attention of all concerned to the entry into force of the 2014 amendments to the Maritime Labour Convention, 2006, on 18 January 2017.

The amendments deal with more stringent financial security requirements in respect of crew repatriation and for compensation for death and disability. Maltese ships will therefore need to carry certification to show that the appropriate cover is in place. There is no need for Malta to issue additional certification.

One is to note that the Declarations of Maritime Labour Compliance Parts I and II (DMLC) and the Maritime Labour Certificates (MLC) issued in accordance with the Convention prior to 18 January 2017, will continue to be recognised, until the first renewal inspection following entry into force of the amendments.

The recognised organisations authorised by Malta should include in the MLC checklist the two financial securities and verify these requirements during the initial, intermediate and renewal inspections. Consequently, the new amendments to the DMLC and MLC will be reflected from the first renewal inspection after the 18 January 2017.

In order to ensure the uninterrupted operation of Maltese ships, it is important that a copy of the relevant certificate or other documentary evidence of financial security issued by the respective P&I Club or insurer, is posted in a conspicuous place on board where it is available to the seafarers. Where more than one financial security provides cover, the document provided by each provider shall be carried on board.

The text of the 2014 amendments to the Maritime Labour Convention, 2006, adopted by the Special Tripartite Committee of the International Labour Organisation may be downloaded from:

http://www.ilo.org/wcmsp5/groups/public/---ed_norm/---relconf/documents/meetingdocument/wcms_248905.pdf

Merchant Shipping Directorate

8 November 2016

Malta Transport Centre
Tarsa, MRS 1917 Malta

tel: +356 2125 0360 Fax: +356 2124 1460
-mail: mershipmalta.tm@transport.gov.mt
www.transport.gov.mt/ship-registration



Merchant Shipping Directorate
is ISO 9001:2008 certified

Transport Malta is the authority for Transport in Malta set up by Act XV of 2009



INFORMATION BULLETIN No. 127

Maritime Labour Convention 2006

Guidance and Instructions for Bahamas Recognised Organisations, Bahamas Approved Nautical Inspectors, Ship Owners, Managers, Masters, Seafarers, and Recruitment and Placement Providers

1. Purpose

- 1.1. This Bulletin provides all parties with guidance on the Bahamas implementation of the International Labour Organisation (ILO) Maritime Labour Convention, 2006 (MLC 2006) requirements.
- 1.2. This Bulletin should be read in conjunction with:
 - i. MLC 2006;
 - ii. ILO Resolutions relating to MLC 2006;
 - iii. The Merchant Shipping (Maritime Labour Convention) Regulations 2012;
 - iv. Bahamas Maritime Authority (BMA) Information Bulletins relating to MLC 2006, seafarers, manning and training;
 - v. ILO "Guidelines for flag State inspections under MLC 2006",
 - vi. ILO "Guidelines for port State control officers carrying out inspections under MLC 2006";
 - vii. Other relevant ILO guidelines relating to labour conditions.

1.3.1 For the purpose of this Bulletin and unless otherwise stated, the definition of "shipowner" shall be as defined in the MLC 2006, i.e.

"Shipowner means the owner of the ship or another organization or person, such as the manager, agent or bareboat charterer, who has assumed the responsibility for the operation of the ship from the owner and who, on assuming such responsibility, has agreed to take over the duties and responsibilities imposed on shipowners in accordance with this Convention, regardless of whether any other organization or persons fulfil certain of the duties or responsibilities on behalf of the shipowner."

- 1.3.2 The BMA is also mindful of the ISM Code requirements for the safety management system to ensure compliance with mandatory rules and regulations.
- 1.3.3 Accordingly the BMA considers that in the absence of any document from the owner of the ship to the contrary then the ISM Manager shall be deemed to be the shipowner for MLC 2006 purposes and if there are any aspects of MLC 2006 that have been delegated by the owner of the ship to another entity then the owner of the ship shall provide the ISM Manager with this information including documentary evidence of the delegated responsibility. If the delegated responsibilities relate to seafarer employment agreement (SEA), there should be a clear reference to the contractual agreement between the owner of the ship and the entity employing the seafarer in the SEA.
- 1.3.4 Where there is more than one entity with MLC 2006 responsibilities and the ISM Manager has not been delegated with the responsibility for all SEA, then:
- i. A copy of the contractual agreement in relation to MLC 2006 compliance between the registered Owner and all entities shall be maintained with the Maritime Labour Certificate; and
 - ii. The ISM Manager shall ensure that each seafarer has a SEA and that there is evidence of financial security for the repatriation of the affected seafarer.
- 1.3.5 To ensure effective communication and management of MLC 2006 matters and avoid any delays to vessels, the BMA would request that the owner of the ship provides a point of contact for matters relating to MLC 2006 if this point of contact is different than the ISM Manager.

2 Application and interpretation

- 2.1. MLC 2006 applies to all seafarers and all ships, whether publicly or privately owned, ordinarily engaged in commercial activities, except as specified in 2.1.2, 2.2 and 2.6 below.
- 2.1.2 Ships constructed prior to 20 August 2013 are deemed to be existing ships for the purposes of accommodation standards and accordingly Title 3 provisions of the MLC 2006 are not applicable to these ships. Additional guidance is provided in BMA Bulletin 139.

- 2.2. The Bahamas has determined that the following will not be considered ships for the purpose of application of the requirements of MLC 2006:
- i. Ships that are trading and/or operating exclusively between ports and facilities within The Bahamas;
 - ii. Offshore units whose primary service is in operations for the exploration, exploitation or production of resources on or beneath the sea-bed, are not ordinarily engaged in navigation or international voyages (e.g. MODUs, drill ships, jack-up platforms, accommodation platforms, Floating Production, Storage and Offloading units (FPSO), purpose built or permanently converted Floating Storage and Offloading/Floating Storage Units (FSO/FSU) etc.);
 - iii. Commercial yachts of less than 24 meters in length;
 - iv. Yachts in non-commercial use of any size.
- 2.3. Companies operating ships to which the BMA has determined that the MLC 2006 is not applicable, in accordance with 2.2 above, should note the following requirements are applicable:
- i. The authority of the Master, or Offshore Installation Manager where a Master is not onboard, for the overall safety and security of the ship and compliance with any relevant Bahamas requirements;
 - ii. Minimum age: All persons working on board shall be 16 years of age or older;
 - iii. Medical certificates: Persons, who hold any STCW certificate, shall have a valid medical certificate. For all other person serving onboard, the Company should verify that the affected person(s) is medically fit taking into consideration the shipboard environment;
 - iv. Training and qualifications: Persons working on board shall be duly trained, instructed or certified for their shipboard duties;
 - v. Manning levels: The vessel shall be manned in accordance with the Minimum Safe Manning Document issued by the BMA;
 - vi. Hours of rest: Persons assigned safety, security or environmental protection shipboard duties shall comply with the STCW hours of rest requirements;
 - vii. Accommodation: Decent accommodation and recreational facilities should be provided for all persons on board and a hospital should be provided if there are more than 15 persons on board;
 - viii. Food and drinking water: Good quality food and drinking water shall be provided on board;
 - ix. Medical care: The ship shall carry a medical chest, medical equipment and appropriate medical guide or references. A medical doctor or person in charge of medical care shall be carried;
 - x. Health and safety protection and accident prevention: The vessel shall have on board occupational health and safety and accident prevention policies;
 - xi. On board complaints: The ship shall have on board procedures for dealing with complaints;
 - xii. Repatriation: There shall be measures to enable the repatriation of all persons onboard;

- xiii. Employment period onboard: Persons should not be employed or engaged onboard for periods exceeding 12 months.
- 2.4. Companies operating ships to which the BMA has determined that the MLC 2006 is not applicable, in accordance with 2.2 above, may request voluntary compliance with the MLC 2006 requirements. Taking into consideration the rights and principles of the Convention, the BMA recommends that such ships and their shipowners aim to comply to the maximum extent possible with the MLC 2006 requirements including maintenance of a DMLC Party I and II.
- 2.5. In relation to seafarers, the BMA will be using the guidance in MLC 2006 Resolution VII in order to determine if a person engaged or employed onboard an applicable ship is a seafarer for the purpose of MLC 2006 compliance. Among other factors taken into consideration will be:
- i. the extent to which a country's national legal and social system provides protection for labour standards comparable to that provided for under MLC 2006;
 - ii. if the nature of work is not part of the routine business of the ship;
 - iii. although trained and qualified in maritime skills, the persons concerned perform key specialist functions that are not part of the routine business of the ship;
 - iv. the work the person performs is occasional and short term, with the principal place of employment being onshore.
- 2.6. All parties should note that at the time of publication of this Bulletin, The Bahamas considers that the following persons are not seafarers for the purpose of MLC 2006 application:
- i. Port workers, including travelling stevedores;
 - ii. Pilots and port officials;
 - iii. Ship surveyors and auditors;
 - iv. Equipment repair/service technicians and riding crew whose principal place of employment is onshore;
 - v. Guest entertainers who work occasionally and short term on board with their principal place of employment being onshore;
 - vi. Shorebased Company personnel.

- 2.7. If the shipowner deems that there is any other category of persons who should not be considered seafarers for the purpose of MLC 2006 compliance, an application containing the following should be submitted to the BMA (mlc@bahamasmaritime.com):
- i. The category or capacity of the persons;
 - ii. the duration of the stay on board of the persons concerned;
 - iii. the frequency of periods of work spent on board;
 - iv. the location of the person's principal place of work;
 - v. the purpose of the person's work on board;
 - vi. who is responsible for the labour and social conditions for the persons;
 - vii. whether an agreement is in place for the persons **and** if the shipowner has assessed it to ascertain if it is comparable with MLC 2006. Where the shipowner is not the employer of the affected person(s), there should be documentary evidence that there is an agreement in place that takes into account the MLC 2006 requirements.
- 2.8. The shipowner will be advised of the outcome of the assessment and if the affected person has been determined to not be a seafarer for compliance either fully or in part with the MLC 2006 requirements, a "Statement of Interpretation" will be provided to supplement the DMLC Part I. As the determination will be based on the information provided by the shipowner, any change of shipowner will invalidate the Statement of Interpretation.
- 2.9. The shipowner should note that where following the assessment of the information specified in 2.7 the BMA has determined that the MLC 2006 is either not applicable or partially applicable to a person or persons employed on board, the following minimum requirements remain applicable:
- i. The authority of the Master, or Offshore Installation Manager where a Master is not onboard, for the overall safety and security of the ship and compliance with any relevant Bahamas requirements;
 - ii. Minimum age: Persons shall be 16 years or older;
 - iii. Medical certificate: Persons, who hold any STCW certificate, shall have a valid medical certificate. For all other person serving onboard, the Company should verify that the affected person(s) is medically fit taking into consideration the shipboard environment;
 - iv. Training or instructions: Persons working on board shall be duly trained or instructed for their assigned shipboard duties if any duties that are related to safety, security or environmental protection;
 - v. Hours of rest: Persons assigned safety, security or environmental protection shipboard duties shall comply with the STCW hours of rest requirements;

- vi. Medical care: The person shall have access to on board medical care;
 - vii. Health and safety protection and accident prevention: The onboard occupational health and safety and accident prevention policies should be applicable;
 - viii. On board complaints: The person should have access to the on board procedures for dealing with complaints;
 - ix. Employment period onboard: Persons should not be employed or engaged onboard for periods exceeding 12 months;
 - x. Repatriation: The shipowner should verify that there are measures to enable the repatriation of the persons employed or engaged onboard.
- 2.10.1 All parties should note that the non-application of the MLC 2006 requirements does not exclude the affected person from compliance with the training and certification requirements of the International Convention on Standards of Training, Certification and Watchkeeping for Seafarers 1978, as amended (STCW) and/or other international requirements if this is required as a result of their assigned shipboard duties.
- 2.10.2 All persons employed on board ships shall receive safety familiarisation training or instruction prior to being assigned shipboard duties. The BMA will accept the training or instruction as being approved if documented in the vessel's safety management system or in-service training as approved by the BMA.
- 2.10.3 All persons employed on board ships to which the International Code for the Security of Ships and of Port Facilities (ISPS Code) is applicable shall receive security-related familiarisation training prior to being assigned shipboard duties. The BMA will accept that training is approved if the training is documented in the vessel's safety management system or in-service training has been approved by the BMA.
- 2.11 The Bahamas position on any matters which require interpretation and clarification will continue to be dealt with on a case by case basis and, if required, the resulting decision(s) disseminated in the form of a BMA Information Bulletin or a "Statement of Interpretation" as referenced in 2.8 above.

3. Bahamas legislation and requirements

- 3.1 The Bahamas Merchant Shipping (Maritime Labour Convention) Regulations 2012 implements the MLC 2006 provisions.

- 3.2 The advice to Administrations in Part B of the MLC 2006 Code is for guidance and are not mandatory requirements to be applied by the shipowner, unless otherwise stated or referred to in Bahamas legislation or BMA Information Bulletins. However the guidance may be taken into account by a shipowner when implementing the provisions of MLC 2006.
- 3.3 [The Merchant Shipping \(Crew Accommodation\) Regulations 1978, as amended, remains applicable to the accommodation standards for ships constructed prior to 20 August 2013.](#)

4. Inspection and certification

- 4.1 Certification is mandatory for commercial ships of 500 gross tons and above. Compliance for these ships is evidenced by a Maritime Labour Certificate, to which is annexed a Declaration of Maritime Labour Compliance (DMLC).
- 4.2 The format of the Bahamas DMLC Part I, which references the Bahamas requirements, is provided in Appendix I.
- 4.3 The DMLC Part II is developed by the shipowner in response to the flag State requirements set out in the DMLC Part I. The example format of a DMLC Part II shown in Appendix II of this Bulletin may be used as guidance in the development of this document. Taking into consideration 1.3.3 of this Bulletin, the DMLC Part II shall be signed by either:
- i. the shipowner, or
 - ii. the entity who has assumed the responsibility for the operation of the ship from the owner and agreed to take over the MLC 2006 duties and responsibilities. In the case of such delegation, the shipowner should not sign the DMLC Part II *on behalf of* this entity.
- 4.4 Port State control inspections will focus only on the relevant requirements of the Convention (Articles, Regulations and the Standards in Part A).
- 4.5 The BMA has appointed its existing Recognised Organisations (ROs), as listed in BMA Information Bulletin No.3, as Recognised Organisations for the purpose of MLC 2006 inspection and certification.
- 4.6 ILO "Guidelines for Flag State Inspections" are to be used in order to apply a common standard for inspection and certification and shipowners are encouraged to use the guidelines as a part of their preparation for inspection. The guidelines are available to download from the ILO website (http://www.ilo.org/wcmsp5/groups/public/---ed_norm/---normes/documents/publication/wcms_101788.pdf).

- 4.7 The RO carrying out the MLC 2006 inspection need not be the Classification Society for the ship, nor the issuing body of the Safety Management Certificate or International Ship Security Certificate.
- 4.8 MLC 2006 inspection and certification is totally independent of any other statutory survey, audit or inspection.
- 4.9 The shipowner shall apply to the BMA for the DMLC Part I by completing a DMLC Part application form (R109), which is available to download from the BMA website, [ensuring that a valid documentary evidence of financial security is provided with the application.](#)
- 4.10 A new DMLC Part I will be required where there is a change of the ship's particulars as recorded on the DMLC Part I; change of shipowner ([i.e MLC 2006 shipowner](#)) or any changes to the exemptions or equivalent arrangements.
- 4.11.1 Where there has been a change of the means of financial security [provider, or renewal of financial security](#) as recorded on the initial DMLC Part I application form, the application form shall be used to declare [the change and or renewal.](#)
- 4.11.2 [Subsequent to issuing the DMLC Part I and on an annual basis \(or renewal of financial security\) thereafter, the shipowner shall provide the BMA with documentary evidence of valid financial security.](#)
- 4.11.3 [The BMA will review the submitted information for MLC 2006 compliance and if accepted, the BMA will issue a Statement, valid for the same period as financial security, verifying that the financial security complies with the MLC 2006 provisions.](#)
- 4.11.4 [The Statement should be maintained with the DMLC and Maritime Labour Certificate](#)
- 4.12 [A revised DMLC Part I is not required for a change of ISM Manager unless the ISM Manager is the shipowner as noted in Section 1.3.1 or 1.3.3 of this Bulletin.](#)
- 4.13 A revised DMLC Part II is required where there is a change of shipowner or a change to the measures to ensure compliance with the provisions of the DMLC Part I.

5. Equivalency, exemption or exception

- 5.1.1 Any applications for the acceptance of an equivalency, exemption or exception from MLC 2006 requirements, [other than structural requirements](#), shall be submitted to the BMA at the time of requesting the DMLC Part I as outlined in Section 4.9 above.

- 5.1.2 Any request for exemption relating to structural matters for ships shall be submitted via the Recognised Organisation as outlined in BMA Information Bulletin no. 8.
- 5.1.3 Where a Title 3 (accommodation standard) exemption is granted to a ship constructed prior to 20 August 2013, this will not be recorded on the DMLC Part I.
- 5.2 The BMA will assess the application and where applicable, the equivalency or exemption will be included on the DMLC Part I. Any exception or interpretation will be issued as separate document.
- 5.3.1. If, subsequent to the issuance of the DMLC Part I, the shipowner requires consideration of an equivalency or exemption, a new application for DMLC Part I will be required and, if the application is granted, an amended DMLC Part I, DMLC Part II and inspection for a Maritime Labour Certificate will be required.
- 5.3.2 If, subsequent to the issuance of the Maritime Labour Certificate, the shipowner requires consideration of an exception, an application should be submitted and if the application is granted, an amended DMLC Part II and inspection for a Maritime Labour Certificate will be required.
- 5.3.3 Any equivalency, exemption or exception will require a re-assessment if there are any changes to the issuing conditions or change of shipowner/Manager.
- 5.4 Where the application for an equivalency, exemption or exception is deemed to be related to a Bahamas interpretation of a MLC 2006 provisions (e.g. format of record keeping, determination of seafarer), the BMA may issue a "Statement of Interpretation" to supplement the DMLC and Maritime Labour Certificate.

6. Fees

- 6.1 The fee for issuing a DMLC Part I is outlined in BMA Information Bulletin no. 81.
- 6.2 An additional fee (professional fee as per BMA Information Bulletin no.81) will be charged for the review of any requested exemption or equivalence [and review of financial security provisions](#). Where the same exemption or equivalency is requested for a number of ships under the same shipowner, the fee will be charged once.

7. Revision History

[Rev.4 \(10 November 2016\) Clarification on ships constructed prior to 20 August 2013; exemption process and issuing of revised DMLC Part I on change of](#)

shipowner or financial provisions, revision of format of DMLC Part II to incorporate 2014 amendments to MLC 2006, introduction of Statement accepting financial security and alignment with Bulletin 161

Rev.3 (06 May 2016) – Formatting and editorial; clarification and guidance on shipowner; requirement for documentary evidence of contractual agreement where other entity has agreed to shipowners MLC 2006; request for contact point of MLC 2006 matters; inclusion of employment period onboard, repatriation and medical fitness for person on non-MLC 2006 ship or persons deemed not to be MLC 2006 seafarers; clarification on applying for a DMLC Part I where changes have occurred.

Rev.2 (28 March 2013) – Reference to Bahamas MLC Regulations added at 1.2.iii; complete revision of Section 2; complete revision of Section 6; addition of DMLC Part I application form at Appendix III, editorial amendments.

Rev.1 (31 August 2012) – Complete revision

Rev.0 (03 September 2010) – First issue

Appendix I: Format of DMLC Part I

Maritime Labour Convention, 2006

Declaration of Maritime Labour Compliance – Part I

(Note: This Declaration must be attached to the ship's Maritime Labour Certificate)

Issued under the authority of **The Bahamas Maritime Authority**

*in accordance with section 7 of The Merchant Shipping (Maritime Labour Convention)
Regulation 2012*

With respect to the provisions of the Maritime Labour Convention, 2006, the following referenced ship:

Name of Ship	IMO Number	Gross Tonnage

is maintained in accordance with Standard A5.1.3 of the Convention.

The undersigned declares, on behalf of the abovementioned competent authority, that:

(a) the provisions of the Maritime Labour Convention are fully embodied in the national requirements referred to below;

(b) these national requirements are contained in the national provisions referenced below; explanations concerning the content of those provisions are provided where necessary;

(c) the details of any substantial equivalencies under Article VI, paragraphs 3 and 4, are provided <under the corresponding national requirement listed below> <in the section provided for this purpose below> (*strike out the statement which is not applicable*);

(d) any exemptions granted by the competent authority in accordance with Title 3 are clearly indicated in the section provided for this purpose below; and

(e) any ship-type specific requirements under national legislation are also referenced under the requirements concerned.

1. Minimum age (Regulation 1.1)

Regulation 11 of Merchant Shipping (Maritime Labour Convention) Regulations 2012

BMA Information Bulletin no. 140

2. Medical certification (Regulation 1.2)

Regulation 12 of Merchant Shipping (Maritime Labour Convention) Regulations 2012

BMA Information Bulletin no. 103

3. Qualifications of seafarers (Regulation 1.3)

Regulation 13 of Merchant Shipping (Maritime Labour Convention) Regulations 2012

Merchant Shipping (Training, Certification, Watchkeeping and Manning) Regulations 2011 [and Merchant Shipping \(Training, Certification, Watchkeeping and Manning\) \(Amendments\) Regulations 2016](#)

BMA Information Bulletin nos. 104, 105, 106, 108, 118, 129, 130, 135, 146

4. Seafarers' employment agreements (Regulation 2.1)

Regulations 15, 16, 18 and 19 of Merchant Shipping (Maritime Labour Convention) Regulations 2012

BMA Information Bulletin no. 142

5. Use of any licensed or certified or regulated private recruitment and placement service (Regulation 1.4)

Regulation 14 of Merchant Shipping (Maritime Labour Convention) Regulations 2012

BMA Information Bulletin no. 147

6. Hours of work or rest (Regulation 2.3)

Regulation 17 of Merchant Shipping (Maritime Labour Convention) Regulations 2012

Regulations 28, 29 Merchant Shipping (Training, Certification, Watchkeeping and Manning) Regulations 2011

BMA Information Bulletin no. 144

7. Manning levels for the ship (Regulation 2.7)

Regulation 21 of Merchant Shipping (Maritime Labour Convention) Regulations 2012

Regulations 22, 23, 24 of Merchant Shipping (Training, Certification, Watchkeeping and Manning) Regulations 2011

BMA Information Bulletin nos. 105 and 115

8. Accommodation (Regulation 3.1)

Regulation 22 of Merchant Shipping (Maritime Labour Convention) Regulations 2012

Merchant Shipping (Crew Accommodation) Regulations 1978

BMA Information Bulletin no. 139

9. On-board recreational facilities (Regulation 3.1)

Regulation 22 of Merchant Shipping (Maritime Labour Convention) Regulations 2012

BMA Information Bulletin no. 149

10. Food and catering (Regulation 3.2)

Regulation 23 of Merchant Shipping (Maritime Labour Convention) Regulations 2012

BMA Information Bulletin nos. 139, 146

11. Health and safety and accident prevention (Regulation 4.3)

Regulation 26 of Merchant Shipping (Maritime Labour Convention) Regulations 2012

BMA Information Bulletin no. 145

12. On-board medical care (Regulation 4.1)

Regulation 24 of Merchant Shipping (Maritime Labour Convention) Regulations 2012

BMA Information Bulletin no. 148

13. On-board complaint procedures (Regulation 5.1.5)

Regulation 30 of Merchant Shipping (Maritime Labour Convention) Regulations 2012

BMA Information Bulletin no. 141

14. Payment of wages (Regulation 2.2)

Regulation 16 of Merchant Shipping (Maritime Labour Convention) Regulations 2012

BMA Information Bulletin no. 142

15. Financial Security for repatriation (Regulation 2.5)

Regulations 5, 19 and 19A of Merchant Shipping (Maritime Labour Convention) Regulations 2012 as amended by Merchant Shipping (Maritime Labour Convention) (Amendment) Regulations 2016

BMA Information Bulletin no. 142, 161

16. Financial Security for shipowners' liability (Regulation 4.2)

Regulations 5, 20 and 25 of Merchant Shipping (Maritime Labour Convention) Regulations 2012 as amended by Merchant Shipping (Maritime Labour Convention) (Amendment) Regulations 2016

BMA Information Bulletin no. 142, 148 and 161

Stamp of the authority

Signature:
Name:
Title:
Place:
Date:

Substantial equivalencies

No equivalency has been granted.

The following substantial equivalencies, as provided under Article VI, paragraphs 3 and 4, of the Convention, except where stated above, are noted:

Substantial equivalencies:
See Annex

Stamp of the authority

Signature:
Name:
Title:
Place:
Date:

Exemptions

No exemption has been granted.

The following exemptions granted by the competent authority as provided in Title 3 of the Convention are noted:

Exemptions:
See Annex

Stamp of the authority

Signature:
Name:
Title:
Place:
Date:

DMLC Part I ANNEX: Details of Substantive Equivalencies/Exemptions

Appendix II: Example Format of DMLC Part II

Maritime Labour Convention, 2006

Declaration of Maritime Labour Compliance – Part II

Measures adopted to ensure ongoing compliance between inspections

The following measures have been drawn up by the shipowner, named in the Maritime Labour Certificate to which this Declaration is attached, to ensure ongoing compliance between inspections:

(State below the measures drawn up to ensure compliance with each of the items in Part I)

- 1. Minimum age (Regulation 1.1)
.....
- 2. Medical certification (Regulation 1.2)
.....
- 3. Qualifications of seafarers (Regulation 1.3)
.....
- 4. Seafarers' employment agreements (Regulation 2.1)
.....
- 5. Use of any licensed or certified or regulated private recruitment and placement service (Regulation 1.4)
.....
- 6. Hours of work or rest (Regulation 2.3)
.....
- 7. Manning levels for the ship (Regulation 2.7)
.....
- 8. Accommodation (Regulation 3.1)
.....
- 9. On-board recreational facilities (Regulation 3.1)
.....
- 10. Food and catering (Regulation 3.2)
.....
- 11. Health and safety and accident prevention (Regulation 4.3)
.....
- 12. On-board medical care (Regulation 4.1)
.....
- 13. On-board complaint procedures (Regulation 5.1.5)
.....
- 14. Payment of wages (Regulation 2.2)
.....

15. Financial Security for repatriation (Regulation 2.5)

.....

16. Financial Security for shipowners' liability (Regulation 4.2)

.....

I hereby certify that the above measures have been drawn up to ensure ongoing compliance, between inspections, with the requirements listed in Part I.

Name of shipowner¹:
.....
Company address:
.....
Name of the authorized signatory:
.....
Title:
Signature of the authorized signatory:
.....
Date:
(Stamp or seal of the shipowner¹)

The above measures have been reviewed by (*insert name of competent authority or duly recognized organization*) and, following inspection of the ship, have been determined as meeting the purposes set out under Standard A5.1.3, paragraph 10(b), regarding measures to ensure initial and ongoing compliance with the requirements set out in Part I of this Declaration.

Name:
Title:
Address:
.....
.....
Signature:
Place:
Date:
(Seal or stamp of the authority, as appropriate)

¹ Shipowner means the owner of the ship or another organization or person, such as the manager, agent or bareboat charterer, who has assumed the responsibility for the operation of the ship from the owner and who, on assuming such responsibility, has agreed to take over the duties and responsibilities imposed on shipowners in accordance with this Convention, regardless of whether any other organizations or persons fulfil certain of the duties or responsibilities on behalf of the shipowner. See Article II(1)(j) of the Convention.



TECHNICAL ALERT No. 16-51

Implementation of Standards A2.5.2 and A4.2.1 of the Maritime Labour Convention 2006, as amended

1. Introduction

- 1.1. The 2014 amendments to International Labour Organisation (ILO) Maritime Labour Convention 2006 (MLC 2006) requires shipowners to have financial security for the purpose of:
- .1 abandonment of seafarers (Standard A2.5.2); and
 - .2 shipowners' liability for contractual claims (Standard A4.2).1
- 1.2. The amendments will enter into force on 18th January 2017 and ships will have to demonstrate that appropriate financial security provisions are in place, effective from this date.

2. Certification

- 2.1 The amendments to MLC 2006 require changes to the DMLC Part I and DMLC Part II to incorporate the financial security provisions and subsequent change to the Maritime Labour Certificate once the revised DMLC have been completed.
- 2.2 Accordingly, shipowners should take into consideration the guidance contained in BMA Information Bulletin nos 127 and 161 and submit application Form R109 (electronic applications will be accepted) to the BMA, mlc@bahamasmaritime.com, for a revised DMLC Part I, no later than 18th January 2017.
- 2.3 The DMLC Part I application (Form R109) should include **valid** documentary evidence of the financial security arrangement for compliance with the MLC 2006 abandonment and shipowner liability for contractual claim requirements.
- 2.4 Shipowners should note that applications will be processed in the order that they were received by the BMA.
- 2.5 DMLC Part I will be issued subject to verification of compliance with the MLC 2006 provisions and receipt of payment (Fee is US\$150 plus courier fee).
-

- 2.6 Where the same shipowner has more than one (1) ship and there has been no changes to the equivalency, exception or exemption of the affected ships, then the shipowner can complete 1 Form R109 and use an Appendix in the format, noted in *Annex I*, to list all the affected ships.
- 2.7 Shipowners should note that there will be a number of ships seeking certification and accordingly, it is critical to engage with the proposed financial security providers at an early stage and submit DMLC Part I applications in a timely manner, in order to avoid any delays to the ship.
- 2.8 In the event that an application has been submitted for a revised DMLC Part I and the DMLC Part I process has not been finalised, the shipowner shall:
- .1 Ensure that there is documentary evidence onboard that an application has been submitted to the BMA;
 - .2 Maintain onboard valid documentary evidence of the proposed Financial Security. This document or documents, if there is more than one means of financial security, should be posted in a conspicuous place onboard, where it is available to the seafarers; and
 - .3 Maintain onboard the existing DMLC Part I and II.
- 2.8.1 Once the revised DMLC Part I has been issued, the shipowner shall provide a copy of the revised DMLC Part I and revised DMLC Part II to the issuing body of the Maritime Labour Certificate who will verify the onboard arrangements during the first MLC 2006 immediate inspection or MLC 2006 renewal inspection after 18th January 2017, whichever period is earlier.
- 2.8.2 All parties should note that where the Certificate of Financial Security has been post-dated (has an issue date) to coincide with the 18th January 2017 date of implementation, the issue date of the revised DMLC Part I will be aligned with the issue date of the Certificate of Financial Security.
- 2.9.1 All parties are reminded of the following:
- The 2014 amendments to MLC 2006 incorporate a specific reference, on the DMLC Part I, to Regulation 2.5 (Financial security for Repatriation) and Regulation 4.2 (Financial security for Shipowners' Liability) and accordingly, the documentary evidence of financial security complying with these requirements must be provided at the time of application. If documentary evidence of financial security is not provided before 18th January 2017, another application will have to be submitted once the documentary evidence of financial security is available;
 - A new DMLC Part I will be required where there is a change of the ship's particulars as recorded on the DMLC Part I or any changes to the exemptions or equivalent arrangements;

- Where there has been a change of shipowner as recorded on the initial form R109, a new application form shall be submitted to the BMA. The BMA will verify the submitted information for MLC 2006 compliance and issue a new DMLC Part I to reflect the date that verification was completed;
- A revised DMLC Part I is not required for a change of ISM Manager unless the ISM Manager is the shipowner for MLC 2006 purposes;
- A revised DMLC Part II is required where there is a change of shipowner or a change to the measures to ensure compliance with the provisions of the DMLC Part I.

2.9.2 Annex II provides a summary of the occasions when a Form R109 should be completed.

2.10.1 All parties should note that the BMA must be notified when there has been a change of means of financial security or renewal of financial security as recorded on the initial Form R109.

2.10.2 The notification shall be made by submitting a completed R109 to the BMA.

2.10.3 The BMA will review the submitted information for MLC 2006 compliance and issue a Statement if the financial security complies with the MLC 2006 provisions. The Statement should be maintained with the DMLC and Maritime Labour Certificate.

2.11 If there are queries with regards to a ship's compliance with the MLC 2006 financial security provisions, port state authorities or other duly authorised persons shall contact the BMA.

3. Validity

3.1. This alert is valid until 31 December 2017

4. Revision History

Rev.1 (21 December 2016) – Second issue. Information on processing an application where the Certificate of Financial Security is post-dated, allowance for application for more than 1 ship, inclusion of table of occasions where a R109 should be completed.

Rev.0 (13 October 2016) – First issue

ANNEX I

Appendix to Form R109 (For shipowner, in accordance with MLC 2006 Article II 1(j), with more than 1 ship)

No.	Name of Ship	IMO No.	Official No.
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Stamp of the MLC 2006 Shipowner/Duly authorized Company

Signature:

Name:

Position in Company:


Name of Company:

Contact details (phone/email):

Date:

Annex II: Criteria for the completion of Form R109

PROCESS	COMPLETE R109 FORM	ISSUE OF DMLC-1 CERTIFICATE	ISSUE OF STATEMENT OF ACCEPTANCE/VERIFICATION OF FINANCIAL SECURITY
Ship entering the Register	YES	YES	YES
Change of Registered Owner with no change of MLC Shipowner	NO	NO	NO (<i>unless there is a change of financial Security details.</i>)
Change of Registered Owner with change of MLC-Shipowner	YES	YES	YES
Change of ISM Manager where ISM Managers is not the MLC Shipowner	NO	NO	NO (<i>unless there is a change of financial Security details</i>)
Change of ISM Manager where the ISM Manager is the MLC Shipowner	YES	YES	YES
Change Vessel's Name	YES	YES	YES
Change of Gross Tonnage	YES	YES	NO
Notification of Equivalency or Exemption that is not referred to in the existing DMLC Part 1	YES	YES	NO
Change or renewal of financial security	YES	NO	YES
Change of Shipowners Address	NO	NO	NO

	Information Notice 2016-005
	DEPARTMENT OF MARINE SERVICES AND MERCHANT SHIPPING (ADOMS)
	The 2014 Amendments to Maritime Labour Convention (2006)

1. Introduction

Further to information notice 2015-008

The 2014 amendments to MLC (2006) come into force on 18th January, 2017 with the most significant changes being to Standard A2.5.2 – Financial security in event of abandonment of a seafarer and Standard A.4.2 – Financial security in case of “contractual claim” which relates to death or long-term disability of seafarers due to an occupational injury, illness or hazard. For ease of reference the text of these changes is contained in Annex 1 to this notice.

2. Certification

Ships will therefore need to carry certification to show that the appropriate cover is in place.

There is no need for flag States to issue additional certification. However in order to maintain an appropriate level of oversight we expect that when ship operators apply for Civil Liability Cover in accordance with Circular2013-002-(rev3) International Convention on Civil Liability for Bunker Oil Pollution Damage, Circular 2014-005-(rev2) International Convention on Civil Liability for Oil Pollution Damage (CLC) 1992, and/or Circular 2015-001-(rev3) Nairobi International Convention on the Removal of Wrecks, 2007 they also state the name of the providers of their financial security requirements under the Maritime Labour Convention. Thus contact can easily be made should any queries arise during inspections or in the event of related incidents. Unfortunately, monitoring at inspections does not always ensure up-to-date information is held. It will not be required to forward copies of MLC financial security certificates to the administration.

Providers of financial security are expected to provide a means by which flag States can easily check the cover is provided in accordance with the certificates.

We will be accepting certificates provided by members of the International Group of P&I Clubs (see Annex 2) and also by organizations listed in Annex 3 once our assessments are completed. Other providers are welcome to apply for inclusion in Annex 3.

These certificates shall include the information specified in the Maritime Labour Convention, It should be noted that on these certificates the shipowner will normally be the entity that is insured and not necessarily the MLC shipowner named on other MLC documentation. Where the shipowner named on the financial security certificates and the MLC shipowner are different their

MLC documentation must demonstrate the linkage between them e.g. the name of the Registered Owner could be the insured person on the financial security certificates.

3. Entry into force

These requirements come into force on 18th January, 2017 and it is anticipated that in many cases the financial security certificates will initially be effective from 18th January, 2017 to 20th February, 2018, providing the owner has renewed with the same club, thereafter certificates will generally be issued on a yearly basis from 20th February to 20th February.

4. Declaration of maritime Labour Compliance (DMLC)

DMLC Part I's issued prior to coming into force of this requirement will remain valid until the next MLC renewal inspection. Those issued after this date will reflect the new requirements.

Shipowners are expected to update their DMLC Part II, initially possibly by way of an addendum, to reflect the new requirements and this will be acknowledged in the inspection report produced at the next attendance of the RO for MLC inspection as will any other consequent changes to MLC documentation, manuals etc.

Should any other significant changes that directly impact seafarer living and working conditions on board need to be made to a DMLC Part II before the scheduled renewal of MLC certification then the opportunity should be taken then to include the Financial Liability changes and also obtain a related new DMLC Part I at that time.

In any case it will be necessary to ensure that the DMLC part I and II include the updated MLC related paragraphs at the next MLC certification renewal inspection.

5. Port State Control

In terms of Port State Control in Antigua and Barbuda, all MLC certified vessels visiting the islands will be expected to produce financial security certificates if requested.

6. Legislation

Antigua and Barbuda is in the process of updating legislation so that it is in place prior to entry into force of these requirements. It is planned to make the related forms available on our website from late December 2016 with a circular on the subject also to be issued at that time.

Issued; October 2016

ANNEX 1

Text of the amendments of 2014 to the Maritime Labour Convention, 2006

Amendments to the Code implementing Regulations 2.5 and 4.2 and appendices of the Maritime Labour Convention, 2006 (MLC, 2006), adopted by the Special Tripartite Committee on 11 April 2014

I. Amendments to the Code implementing Regulation 2.5 – Repatriation of the MLC, 2006 (and appendices)

A. Amendments relating to Standard A2.5

In the present heading, “Standard A2.5 – Repatriation”, replace “A2.5” by “A2.5.1”.

Following paragraph 9 of the present Standard A2.5, add the following heading and text:

Standard A2.5.2 – Financial security

1. In implementation of Regulation 2.5, paragraph 2, this Standard establishes requirements to ensure the provision of an expeditious and effective financial security system to assist seafarers in the event of their abandonment.
2. For the purposes of this Standard, a seafarer shall be deemed to have been abandoned where, in violation of the requirements of this Convention or the terms of the seafarers’ employment agreement, the shipowner:
 - (a) fails to cover the cost of the seafarer’s repatriation; or
 - (b) has left the seafarer without the necessary maintenance and support; or
 - (c) has otherwise unilaterally severed their ties with the seafarer including failure to pay contractual wages for a period of at least two months.
3. Each Member shall ensure that a financial security system meeting the requirements of this Standard is in place for ships flying its flag. The financial security system may be in the form of a social security scheme or insurance or a national fund or other similar arrangements. Its form shall be determined by the Member after consultation with the shipowners’ and seafarers’ organizations concerned.
4. The financial security system shall provide direct access, sufficient coverage and expedited financial assistance, in accordance with this Standard, to any abandoned seafarer on a ship flying the flag of the Member.
5. For the purposes of paragraph 2(b) of this Standard, necessary maintenance and support of seafarers shall include: adequate food, accommodation, drinking water supplies, essential fuel for survival on board the ship and necessary medical care.

6. Each Member shall require that ships that fly its flag, and to which paragraph 1 or 2 of Regulation 5.1.3 applies, carry on board a certificate or other documentary evidence of financial security issued by the financial security provider. A copy shall be posted in a conspicuous place on board where it is available to the seafarers. Where more than one financial security provider provides cover, the document provided by each provider shall be carried on board.

7. The certificate or other documentary evidence of financial security shall contain the information required in Appendix A2-I. It shall be in English or accompanied by an English translation.

8. Assistance provided by the financial security system shall be granted promptly upon request made by the seafarer or the seafarer's nominated representative and supported by the necessary justification of entitlement in accordance with paragraph 2 above.

9. Having regard to Regulations 2.2 and 2.5, assistance provided by the financial security system shall be sufficient to cover the following:

(a) outstanding wages and other entitlements due from the shipowner to the seafarer under their employment agreement, the relevant collective bargaining agreement or the national law of the flag State, limited to four months of any such outstanding wages and four months of any such outstanding entitlements;

(b) all expenses reasonably incurred by the seafarer, including the cost of repatriation referred to in paragraph 10; and

(c) the essential needs of the seafarer including such items as: adequate food, clothing where necessary, accommodation, drinking water supplies, essential fuel for survival on board the ship, necessary medical care and any other reasonable costs or charges from the act or omission constituting the abandonment until the seafarer's arrival at home.

10. The cost of repatriation shall cover travel by appropriate and expeditious means, normally by air, and include provision for food and accommodation of the seafarer from the time of leaving the ship until arrival at the seafarer's home, necessary medical care, passage and transport of personal effects and any other reasonable costs or charges arising from the abandonment.

11. The financial security shall not cease before the end of the period of validity of the financial security unless the financial security provider has given prior notification of at least 30 days to the competent authority of the flag State.

12. If the provider of insurance or other financial security has made any payment to any seafarer in accordance with this Standard, such provider shall, up to the amount it has paid and in accordance with the applicable law, acquire by subrogation, assignment or otherwise, the rights which the seafarer would have enjoyed.

13. Nothing in this Standard shall prejudice any right of recourse of the insurer or provider of financial security against third parties.

14. The provisions in this Standard are not intended to be exclusive or to prejudice any other rights, claims or remedies that may also be available to compensate seafarers who are abandoned. National laws and regulations may provide that any amounts payable under this Standard can be offset against amounts received from other sources arising

from any rights, claims or remedies that may be the subject of compensation under the present Standard.

B. Amendments relating to Guideline B2.5

At the end of the present Guideline B2.5, add the following heading and text:

Guideline B2.5.3 – Financial security

1. In implementation of paragraph 8 of Standard A2.5.2, if time is needed to check the validity of certain aspects of the request of the seafarer or the seafarer's nominated representative, this should not prevent the seafarer from immediately receiving such part of the assistance requested as is recognized as justified.

C. Amendment to include a new appendix

Before Appendix A5-I, add the following appendix:

APPENDIX A2-I
Evidence of financial security under Regulation 2.5, paragraph 2

The certificate or other documentary evidence referred to in Standard A2.5.2, paragraph 7, shall include the following information:

- (a) name of the ship;
- (b) port of registry of the ship;
- (c) call sign of the ship;
- (d) IMO number of the ship;
- (e) name and address of the provider or providers of the financial security;
- (f) contact details of the persons or entity responsible for handling seafarers' requests for relief;
- (g) name of the shipowner;
- (h) period of validity of the financial security; and
- (i) an attestation from the financial security provider that the financial security meets the requirements of Standard A2.5.2.

D. Amendments relating to Appendices A5-I, A5-II and A5-III

At the end of Appendix A5-I, add the following item:
Financial security for repatriation

In Appendix A5-II, after item 14 under the heading *Declaration of Maritime Labour Compliance – Part I*, add the following item:

15. Financial security for repatriation (Regulation 2.5)

In Appendix A5-II, after item 14 under the heading *Declaration of Maritime Labour Compliance – Part II*, add the following item:

15. Financial security for repatriation (Regulation 2.5)

At the end of Appendix A5-III, add the following area:
Financial security for repatriation

II. Amendments to the Code implementing Regulation 4.2 – Shipowners’ liability of the MLC, 2006 (and appendices)

A. Amendments relating to Standard A4.2

In the present heading, “Standard A4.2 – Shipowners’ liability”, replace “A4.2” by “A4.2.1”.

Following paragraph 7 of the present Standard A4.2, add the following text:

8. National laws and regulations shall provide that the system of financial security to assure compensation as provided by paragraph 1(b) of this Standard for contractual claims, as defined in Standard A4.2.2, meet the following minimum requirements:

- (a) the contractual compensation, where set out in the seafarer’s employment agreement and without prejudice to subparagraph (c) of this paragraph, shall be paid in full and without delay;
- (b) there shall be no pressure to accept a payment less than the contractual amount;
- (c) where the nature of the long-term disability of a seafarer makes it difficult to assess the full compensation to which the seafarer may be entitled, an interim payment or payments shall be made to the seafarer so as to avoid undue hardship;
- (d) in accordance with Regulation 4.2, paragraph 2, the seafarer shall receive payment without prejudice to other legal rights, but such payment may be offset by the shipowner against any damages resulting from any other claim made by the seafarer against the shipowner and arising from the same incident; and
- (e) the claim for contractual compensation may be brought directly by the seafarer concerned, or their next of kin, or a representative of the seafarer or designated beneficiary.

9. National laws and regulations shall ensure that seafarers receive prior notification if a shipowner’s financial security is to be cancelled or terminated.

10. National laws and regulations shall ensure that the competent authority of the flag State is notified by the provider of the financial security if a shipowner’s financial security is cancelled or terminated.

11. Each Member shall require that ships that fly its flag carry on board a certificate or other documentary evidence of financial security issued by the financial security provider. A copy shall be posted in a conspicuous place on board where it is available to the seafarers. Where more than one financial security provider provides cover, the document provided by each provider shall be carried on board.

12. The financial security shall not cease before the end of the period of validity of the financial security unless the financial security provider has given prior notification of at least 30 days to the competent authority of the flag State.

13. The financial security shall provide for the payment of all contractual claims covered by it which arise during the period for which the document is valid.

14. The certificate or other documentary evidence of financial security shall contain the information required in Appendix A4-I. It shall be in English or accompanied by an English translation.

Add the following heading and text following the present Standard A4.2:
Standard A4.2.2 – Treatment of contractual claims

1. For the purposes of Standard A4.2.1, paragraph 8, and the present Standard, the term “contractual claim” means any claim which relates to death or long-term disability of seafarers due to an occupational injury, illness or hazard as set out in national law, the seafarers’ employment agreement or collective agreement.

2. The system of financial security, as provided for in Standard A4.2.1, paragraph 1(b), may be in the form of a social security scheme or insurance or fund or other similar arrangements. Its form shall be determined by the Member after consultation with the shipowners’ and seafarers’ organizations concerned.

3. National laws and regulations shall ensure that effective arrangements are in place to receive, deal with and impartially settle contractual claims relating to compensation referred to in Standard A4.2.1, paragraph 8, through expeditious and fair procedures.

B. Amendments relating to Guideline B4.2

In the present heading, “Guideline B4.2 – Shipowners’ liability”, replace “B4.2” by “B4.2.1”.

In paragraph 1 of the present Guideline B4.2, replace “Standard A4.2” by “Standard A4.2.1”.

Following paragraph 3 of the present Guideline B4.2, add the following heading and text:

Guideline B4.2.2 – Treatment of contractual claims

1. National laws or regulations should provide that the parties to the payment of a contractual claim may use the Model Receipt and Release Form set out in Appendix B4-I.

C. Amendment to include new appendices

After Appendix A2-I, add the following appendix:

APPENDIX A4-I
Evidence of financial security under Regulation 4.2

The certificate or other documentary evidence of financial security required under Standard A4.2.1, paragraph 14, shall include the following information:

- (a) name of the ship;
- (b) port of registry of the ship;
- (c) call sign of the ship;
- (d) IMO number of the ship;
- (e) name and address of the provider or providers of the financial security;
- (f) contact details of the persons or entity responsible for handling seafarers’ contractual claims;
- (g) name of the shipowner;

- (h) period of validity of the financial security; and
- (i) an attestation from the financial security provider that the financial security meets the requirements of Standard A4.2.1.

After Appendix A4-I, add the following appendix:

APPENDIX B4-I
Model Receipt and Release Form
referred to in Guideline B4.2.2

Ship (name, port of registry and IMO number):

Incident (date and place):

Seafarer/legal heir and/or dependant:

Shipowner:

I, [Seafarer] [Seafarer's legal heir and/or dependant] * hereby acknowledge receipt of the sum of [currency and amount] in satisfaction of the Shipowner's obligation to pay contractual compensation for personal injury and/or death under the terms and conditions of [my] [the Seafarer's] * employment and I hereby release the Shipowner from their obligations under the said terms and conditions.

The payment is made without admission of liability of any claims and is accepted without prejudice to [my] [the Seafarer's legal heir and/or dependant's] * right to pursue any claim at law in respect of negligence, tort, breach of statutory duty or any other legal redress available and arising out of the above incident.

Dated:.....

Seafarer/legal heir and/or dependant:

Signed:

For acknowledgement:

Shipowner/Shipowner representative:

Signed:

Financial security provider:

Signed:

* Delete as appropriate

D. Amendments relating to Appendices A5-I, A5-II and A5-III

At the end of Appendix A5-I, add the following item:
Financial security relating to shipowners' liability

In Appendix A5-II, as the last item under the heading *Declaration of Maritime Labour Compliance – Part I*, add the following item:

16. Financial security relating to shipowners' liability (Regulation 4.2)

In Appendix A5-II, as the last item under the heading *Declaration of Maritime Labour Compliance – Part II*, add the following item:

16. Financial security relating to shipowners' liability (Regulation 4.2)

At the end of Appendix A5-III, add the following area:
Financial security relating to shipowners' liability

ANNEX 2

Members of the International Group of P&I Clubs

- American Steamship Owners Mutual Protection and Indemnity Association, Inc.
- Assuranceforeningen Skuld;
- Gard P&I (Bermuda) Ltd.
- The Britannia Steam Ship Insurance Association Limited;
- The Japan Ship Owners' Mutual Protection and Indemnity Association;
- The London Steam-Ship Owners' Mutual Insurance Association Limited;
- The North of England Protecting & Indemnity Association Limited;
- The Shipowner's Mutual Protection & Indemnity Association (Luxembourg),
- The Standard Club Ltd.
- The Steamship Mutual Underwriting Association (Bermuda) Limited;
- The Swedish Club;
- United Kingdom Mutual Steam Ship Assurance Association (Bermuda) Limited;
- The West of England Ship Owners Mutual Insurance Association (Luxembourg).

ANNEX 3

Other providers authorised by Antigua and Barbuda to provide MLC related financial security

- Alandia P&I;
- [Lodestar Marine Limited]

VANUATU MARITIME SERVICES, LTD

39 BROADWAY, SUITE 2020
NEW YORK, NEW YORK 10006

Email: email@vanuatuships.com
Telephone 212-425-9600
Website: www.vanuatumaritimeships.com
Fax: 212-425-9652

FLEET / SAFETY LETTER 2016-December-07

07 December 2016

Applicable to: This circular should be brought to the attention of ship-owners, ship managers, operators and masters of Vanuatu-registered ships.

RE: Maritime Labor Convention 2006 amendments

On 18 January 2017 the new amendments regarding Seafarer Repatriation will come in to force. The amendments to Regulations 2.5 and 4.2 provide for the repatriation of seafarers and the owners responsibility to provide financial security for repatriation of seafarers.

This Fleet Safety letter is an amendment to the DMLC Part I issued to vessels registered with this Administration. As long as an MLC compliant vessel attaches this fleet safety letter as well as proof of insurance endorsed by this Administration, VMSL will not issue any new DMLC Part 1's.



Patrick Michael DeCharles II
by the direction of
The Deputy Commissioner of Maritime Affairs
The Republic of Vanuatu



International Labour Conference Conférence internationale du Travail

AMENDMENTS OF 2014
TO THE MARITIME LABOUR CONVENTION, 2006,
APPROVED BY THE CONFERENCE
AT ITS ONE HUNDRED AND THIRD SESSION,
GENEVA, 11 JUNE 2014

AMENDEMENTS DE 2014 À LA CONVENTION
DU TRAVAIL MARITIME, 2006,
APPROUVÉS PAR LA CONFÉRENCE
À SA CENT TROISIÈME SESSION,
GENÈVE, 11 JUIN 2014

**TEXT OF THE AMENDMENTS OF 2014
TO THE MARITIME LABOUR CONVENTION, 2006**

**Amendments to the Code implementing Regulations 2.5
and 4.2 and appendices of the Maritime Labour Convention,
2006 (MLC, 2006), adopted by the Special Tripartite Committee
on 11 April 2014**

**I. Amendments to the Code implementing Regulation 2.5
– Repatriation of the MLC, 2006 (and appendices)**

A. Amendments relating to Standard A2.5

In the present heading, “Standard A2.5 – Repatriation”, replace “A2.5” by “A2.5.1”.

Following paragraph 9 of the present Standard A2.5, add the following heading and text:

Standard A2.5.2 – Financial security

1. In implementation of Regulation 2.5, paragraph 2, this Standard establishes requirements to ensure the provision of an expeditious and effective financial security system to assist seafarers in the event of their abandonment.

2. For the purposes of this Standard, a seafarer shall be deemed to have been abandoned where, in violation of the requirements of this Convention or the terms of the seafarers’ employment agreement, the shipowner:

- (a) fails to cover the cost of the seafarer’s repatriation; or
- (b) has left the seafarer without the necessary maintenance and support; or
- (c) has otherwise unilaterally severed their ties with the seafarer including failure to pay contractual wages for a period of at least two months.

3. Each Member shall ensure that a financial security system meeting the requirements of this Standard is in place for ships flying its flag. The financial security system may be in the form of a social security scheme or insurance or a national fund or other similar arrangements. Its form shall be determined by the Member after consultation with the shipowners’ and seafarers’ organizations concerned.

4. The financial security system shall provide direct access, sufficient coverage and expedited financial assistance, in accordance with this Standard, to any abandoned seafarer on a ship flying the flag of the Member.

5. For the purposes of paragraph 2(b) of this Standard, necessary maintenance and support of seafarers shall include: adequate food, accommodation, drinking water supplies, essential fuel for survival on board the ship and necessary medical care.

6. Each Member shall require that ships that fly its flag, and to which paragraph 1 or 2 of Regulation 5.1.3 applies, carry on board a certificate or other documentary evidence of financial security issued by the financial security provider. A copy shall be posted in a conspicuous place on board where it is available to the seafarers. Where more than one financial security provider provides cover, the document provided by each provider shall be carried on board.

7. The certificate or other documentary evidence of financial security shall contain the information required in Appendix A2-I. It shall be in English or accompanied by an English translation.

TEXTE DES AMENDEMENTS DE 2014 À LA CONVENTION DU TRAVAIL MARITIME, 2006

**Amendements au code concernant les règles 2.5 et 4.2
et annexes de la convention du travail maritime, 2006
(MLC, 2006), adoptés par la Commission tripartite spéciale
le 11 avril 2014**

I. Amendements au code concernant la règle 2.5 – Rapatriement de la MLC, 2006 (et annexes)

A. Amendements relatifs à la norme A2.5

Dans le titre actuel «Norme A2.5 – Rapatriement», remplacer «A2.5» par «A2.5.1».

Après le paragraphe 9 de l'actuelle norme A2.5, ajouter le titre et le texte suivants:

Norme A2.5.2 – Garantie financière

1. En application de la règle 2.5, paragraphe 2, la présente norme énonce des prescriptions visant à assurer la fourniture d'un dispositif de garantie financière rapide et efficace en vue de prêter assistance aux gens de mer en cas d'abandon.

2. Aux fins de la présente norme, un marin est considéré comme ayant été abandonné lorsque, en violation des prescriptions de la présente convention ou des termes du contrat d'engagement maritime, l'armateur:

- a) ne prend pas en charge les frais de rapatriement du marin; ou
- b) a laissé le marin sans l'entretien et le soutien nécessaires; ou
- c) a par ailleurs provoqué une rupture unilatérale des liens avec le marin et notamment n'a pas versé les salaires contractuels durant une période d'au moins deux mois.

3. Chaque Membre veille à ce qu'un dispositif de garantie financière répondant aux prescriptions de la présente norme soit en place pour les navires battant son pavillon. Le dispositif de garantie financière peut prendre la forme d'un régime de sécurité sociale, d'une assurance, d'un fonds national ou d'autres dispositifs équivalents. Sa forme est déterminée par le Membre après consultation des organisations d'armateurs et de gens de mer intéressées.

4. Le dispositif de garantie financière assure un accès direct, une couverture suffisante et une assistance financière rapide, conformément à la présente norme, pour tout marin victime d'abandon à bord d'un navire battant le pavillon du Membre.

5. Aux fins du paragraphe 2 b) de la présente norme, l'entretien et le soutien nécessaires des gens de mer doivent comprendre: une nourriture convenable, un logement, l'approvisionnement en eau potable, le carburant nécessaire à la survie à bord du navire et les soins médicaux nécessaires.

6. Chaque Membre exige que les navires battant son pavillon, auxquels s'appliquent les paragraphes 1 ou 2 de la règle 5.1.3, détiennent à bord un certificat ou toute autre preuve documentaire de la garantie financière délivrée par le prestataire de cette garantie. Une copie doit être affichée bien en vue à un endroit accessible aux gens de mer. Lorsque la couverture est assurée par plusieurs prestataires, le document fourni par chacun d'eux est conservé à bord.

7. Le certificat ou toute autre preuve documentaire de la garantie financière doit contenir les informations requises à l'annexe A2-I. Il doit être rédigé en anglais ou accompagné d'une traduction en anglais.

8. Assistance provided by the financial security system shall be granted promptly upon request made by the seafarer or the seafarer's nominated representative and supported by the necessary justification of entitlement in accordance with paragraph 2 above.

9. Having regard to Regulations 2.2 and 2.5, assistance provided by the financial security system shall be sufficient to cover the following:

- (a) outstanding wages and other entitlements due from the shipowner to the seafarer under their employment agreement, the relevant collective bargaining agreement or the national law of the flag State, limited to four months of any such outstanding wages and four months of any such outstanding entitlements;
- (b) all expenses reasonably incurred by the seafarer, including the cost of repatriation referred to in paragraph 10; and
- (c) the essential needs of the seafarer including such items as: adequate food, clothing where necessary, accommodation, drinking water supplies, essential fuel for survival on board the ship, necessary medical care and any other reasonable costs or charges from the act or omission constituting the abandonment until the seafarer's arrival at home.

10. The cost of repatriation shall cover travel by appropriate and expeditious means, normally by air, and include provision for food and accommodation of the seafarer from the time of leaving the ship until arrival at the seafarer's home, necessary medical care, passage and transport of personal effects and any other reasonable costs or charges arising from the abandonment.

11. The financial security shall not cease before the end of the period of validity of the financial security unless the financial security provider has given prior notification of at least 30 days to the competent authority of the flag State.

12. If the provider of insurance or other financial security has made any payment to any seafarer in accordance with this Standard, such provider shall, up to the amount it has paid and in accordance with the applicable law, acquire by subrogation, assignment or otherwise, the rights which the seafarer would have enjoyed.

13. Nothing in this Standard shall prejudice any right of recourse of the insurer or provider of financial security against third parties.

14. The provisions in this Standard are not intended to be exclusive or to prejudice any other rights, claims or remedies that may also be available to compensate seafarers who are abandoned. National laws and regulations may provide that any amounts payable under this Standard can be offset against amounts received from other sources arising from any rights, claims or remedies that may be the subject of compensation under the present Standard.

B. Amendments relating to Guideline B2.5

At the end of the present Guideline B2.5, add the following heading and text:

Guideline B2.5.3 – Financial security

1. In implementation of paragraph 8 of Standard A2.5.2, if time is needed to check the validity of certain aspects of the request of the seafarer or the seafarer's nominated representative, this should not prevent the seafarer from immediately receiving such part of the assistance requested as is recognized as justified.

8. L'assistance fournie au titre du dispositif de garantie financière doit être accordée sans retard sur la demande formulée par le marin ou son représentant désigné, et dûment justifiée, conformément au paragraphe 2 ci-dessus.

9. Eu égard aux règles 2.2 et 2.5, l'assistance fournie au titre du dispositif de garantie financière doit être suffisante pour couvrir:

- a) les salaires en suspens et autres prestations que l'armateur doit verser au marin comme prévu dans le contrat de travail, la convention collective pertinente ou la législation de l'Etat du pavillon, le montant dû ne devant excéder quatre mois de salaire et quatre mois pour les autres prestations en suspens;
- b) toutes les dépenses raisonnables engagées par le marin, y compris les frais de rapatriement visés au paragraphe 10;
- c) les besoins essentiels du marin comprennent: une nourriture convenable, des vêtements lorsque nécessaire, un logement, l'approvisionnement en eau potable, le carburant nécessaire à la survie à bord du navire, les soins médicaux nécessaires et la prise en charge de tous autres frais ou dépenses raisonnables à partir de l'acte ou de l'omission constitutif de l'abandon jusqu'à l'arrivée du marin à son domicile.

10. Les frais de rapatriement couvrent le voyage par des moyens appropriés et rapides, normalement par avion, et comprennent la fourniture de nourriture et d'un logement au marin depuis son départ du navire jusqu'à l'arrivée à son domicile, ainsi que les soins médicaux nécessaires, le passage et le transport des effets personnels et tous autres frais ou dépenses raisonnables résultant de l'abandon.

11. La garantie financière ne peut cesser avant la fin de sa période de validité, à moins que le prestataire de la garantie financière n'ait donné un préavis d'au moins trente jours à l'autorité compétente de l'Etat du pavillon.

12. Si le prestataire de l'assurance ou d'une autre forme de garantie financière a effectué un paiement quel qu'il soit à un marin conformément à la présente norme, ce prestataire acquiert, à concurrence de la somme versée, et conformément à la législation applicable, par subrogation, transfert ou d'une autre manière, les droits dont aurait bénéficié ledit marin.

13. Aucune disposition de la présente norme ne porte atteinte au droit de recours de l'assureur ou du prestataire de la garantie financière contre un tiers.

14. Les dispositions de la présente norme n'ont pas pour objet d'être exclusives ni de porter atteinte à d'autres droits, créances ou recours destinés à indemniser les gens de mer abandonnés. La législation nationale peut prévoir que toutes sommes payables en vertu de la présente norme peuvent être déduites des sommes reçues d'autres sources et découlant de droits, créances ou recours pouvant donner lieu à indemnisation en vertu de la présente norme.

B. Amendements relatifs au principe directeur B2.5

A la fin de l'actuel principe directeur B2.5, ajouter le titre et le texte suivants:

Principe directeur B2.5.3 – Garantie financière

1. En application du paragraphe 8 de la norme A2.5.2, si la vérification de la validité de certains éléments de la demande du marin ou de son représentant désigné nécessite du temps, le marin ne devrait pas pour autant se voir privé de recevoir immédiatement l'assistance correspondant aux éléments dont la validité a été établie.

C. Amendment to include a new appendix

Before Appendix A5-I, add the following appendix:

APPENDIX A2-I

Evidence of financial security under Regulation 2.5, paragraph 2

The certificate or other documentary evidence referred to in Standard A2.5.2, paragraph 7, shall include the following information:

- (a) name of the ship;
- (b) port of registry of the ship;
- (c) call sign of the ship;
- (d) IMO number of the ship;
- (e) name and address of the provider or providers of the financial security;
- (f) contact details of the persons or entity responsible for handling seafarers' requests for relief;
- (g) name of the shipowner;
- (h) period of validity of the financial security; and
- (i) an attestation from the financial security provider that the financial security meets the requirements of Standard A2.5.2.

D. Amendments relating to Appendices A5-I, A5-II and A5-III

At the end of Appendix A5-I, add the following item:

Financial security for repatriation

In Appendix A5-II, after item 14 under the heading Declaration of Maritime Labour Compliance – Part I, add the following item:

- 15. Financial security for repatriation (Regulation 2.5)

In Appendix A5-II, after item 14 under the heading Declaration of Maritime Labour Compliance – Part II, add the following item:

- 15. Financial security for repatriation (Regulation 2.5)

At the end of Appendix A5-III, add the following area:

Financial security for repatriation

II. Amendments to the Code implementing Regulation 4.2 – Shipowners' liability of the MLC, 2006 (and appendices)

A. Amendments relating to Standard A4.2

In the present heading, "Standard A4.2 – Shipowners' liability", replace "A4.2" by "A4.2.1".

Following paragraph 7 of the present Standard A4.2, add the following text:

8. National laws and regulations shall provide that the system of financial security to assure compensation as provided by paragraph 1(b) of this Standard for contractual claims, as defined in Standard A4.2.2, meet the following minimum requirements:

- (a) the contractual compensation, where set out in the seafarer's employment agreement and without prejudice to subparagraph (c) of this paragraph, shall be paid in full and without delay;

- C. Amendement relatif à l'insertion d'une nouvelle annexe
Avant l'annexe A5-I, ajouter l'annexe suivante:

ANNEXE A2-I

Preuves de la garantie financière prescrites par la règle 2.5, paragraphe 2

Le certificat ou toute autre preuve documentaire visée au paragraphe 7 de la norme A2.5.2, doit inclure les renseignements suivants:

- a) le nom du navire;
- b) le port d'immatriculation du navire;
- c) l'indicatif d'appel du navire;
- d) le numéro OMI du navire;
- e) le nom et l'adresse du prestataire ou des prestataires de la garantie financière;
- f) les coordonnées des personnes ou de l'entité chargée de traiter les demandes d'assistance des gens de mer;
- g) le nom de l'armateur;
- h) la durée de validité de la garantie financière;
- i) une attestation du prestataire de la garantie financière selon laquelle la garantie financière satisfait aux exigences de la norme A2.5.2.

- D. Amendements relatifs aux annexes A5-I, A5-II et A5-III

A la fin de l'annexe A5-I, ajouter l'élément suivant:

Garantie financière pour rapatriement

Dans l'annexe A5-II, après le point 14 situé sous le titre Déclaration de conformité du travail maritime – Partie I, ajouter l'élément suivant:

15. Garantie financière pour rapatriement (règle 2.5)

Dans l'annexe A5-II, après le point 14 situé sous le titre Déclaration de conformité du travail maritime – Partie II, ajouter l'élément suivant:

15. Garantie financière pour rapatriement (règle 2.5)

A la fin de l'annexe A5-III, ajouter l'élément suivant:

Garantie financière pour rapatriement

**II. Amendements au code concernant la règle 4.2
– Responsabilité de l'armateur de la MLC, 2006
(et annexes)**

- A. Amendements relatifs à la norme A4.2

Dans le titre actuel «Norme A4.2 – Responsabilité des armateurs», remplacer «A4.2» par «A4.2.1».

Après le paragraphe 7 de l'actuelle norme A4.2, ajouter le texte suivant:

8. La législation nationale prévoit que le dispositif de garantie financière destiné à garantir l'indemnisation prévue au paragraphe 1 b) de la présente norme pour les créances contractuelles définies dans la norme A4.2.2 satisfait aux exigences minimales suivantes:

- a) l'indemnisation contractuelle, lorsqu'elle est prévue par le contrat d'engagement maritime et sans préjudice de l'alinéa c) du présent paragraphe, est versée en totalité et sans retard;

- (b) there shall be no pressure to accept a payment less than the contractual amount;
- (c) where the nature of the long-term disability of a seafarer makes it difficult to assess the full compensation to which the seafarer may be entitled, an interim payment or payments shall be made to the seafarer so as to avoid undue hardship;
- (d) in accordance with Regulation 4.2, paragraph 2, the seafarer shall receive payment without prejudice to other legal rights, but such payment may be offset by the shipowner against any damages resulting from any other claim made by the seafarer against the shipowner and arising from the same incident; and
- (e) the claim for contractual compensation may be brought directly by the seafarer concerned, or their next of kin, or a representative of the seafarer or designated beneficiary.

9. National laws and regulations shall ensure that seafarers receive prior notification if a shipowner's financial security is to be cancelled or terminated.

10. National laws and regulations shall ensure that the competent authority of the flag State is notified by the provider of the financial security if a shipowner's financial security is cancelled or terminated.

11. Each Member shall require that ships that fly its flag carry on board a certificate or other documentary evidence of financial security issued by the financial security provider. A copy shall be posted in a conspicuous place on board where it is available to the seafarers. Where more than one financial security provider provides cover, the document provided by each provider shall be carried on board.

12. The financial security shall not cease before the end of the period of validity of the financial security unless the financial security provider has given prior notification of at least 30 days to the competent authority of the flag State.

13. The financial security shall provide for the payment of all contractual claims covered by it which arise during the period for which the document is valid.

14. The certificate or other documentary evidence of financial security shall contain the information required in Appendix A4-I. It shall be in English or accompanied by an English translation.

Add the following heading and text following the present Standard A4.2:

Standard A4.2.2 – Treatment of contractual claims

1. For the purposes of Standard A4.2.1, paragraph 8, and the present Standard, the term "contractual claim" means any claim which relates to death or long-term disability of seafarers due to an occupational injury, illness or hazard as set out in national law, the seafarers' employment agreement or collective agreement.

2. The system of financial security, as provided for in Standard A4.2.1, paragraph 1(b), may be in the form of a social security scheme or insurance or fund or other similar arrangements. Its form shall be determined by the Member after consultation with the shipowners' and seafarers' organizations concerned.

3. National laws and regulations shall ensure that effective arrangements are in place to receive, deal with and impartially settle contractual claims relating to compensation referred to in Standard A4.2.1, paragraph 8, through expeditious and fair procedures.

- b) aucune pression n'est exercée en vue de faire accepter une prestation inférieure au montant contractuel;
- c) si l'incapacité de longue durée d'un marin est de nature telle qu'elle ne permet pas d'établir facilement le montant total de l'indemnité à laquelle il peut prétendre, un ou plusieurs paiements provisoires sont effectués en sa faveur pour lui éviter de se retrouver dans une situation précaire injustifiée;
- d) conformément à la règle 4.2, paragraphe 2, le marin reçoit un paiement sans préjudice d'autres droits garantis par la loi, ce paiement pouvant toutefois être déduit par l'armateur de toute indemnité résultant de toute autre réclamation formulée par le marin à son encontre et découlant du même incident;
- e) toute réclamation en vue d'une indemnisation contractuelle peut être présentée directement par le marin concerné, ses plus proches parents, un représentant du marin ou le bénéficiaire désigné.

9. La législation nationale dispose que les gens de mer reçoivent un préavis si la garantie financière de l'armateur doit être annulée ou résiliée.

10. La législation nationale dispose que l'autorité compétente de l'Etat du pavillon est avisée par le prestataire de la garantie financière de l'annulation ou de la résiliation de la garantie financière de l'armateur.

11. Chaque Membre exige que les navires battant son pavillon détiennent à bord un certificat ou toute autre preuve documentaire de la garantie financière délivrée par le prestataire de cette garantie. Une copie doit être affichée bien en vue à un endroit accessible aux gens de mer. Lorsque la couverture est assurée par plusieurs prestataires, le document fourni par chacun d'eux est conservé à bord.

12. La garantie financière ne peut cesser avant la fin de sa période de validité, à moins que le prestataire de la garantie financière n'ait donné un préavis d'au moins trente jours à l'autorité compétente de l'Etat du pavillon.

13. La garantie financière prévoit le paiement de toutes créances contractuelles couvertes qui se présentent durant la période de validité du document.

14. Le certificat ou toute autre preuve documentaire de la garantie financière doit contenir les informations requises à l'annexe A4-I. Il doit être rédigé en anglais ou accompagné d'une traduction en anglais.

Ajouter le titre et le texte suivants à la suite de l'actuelle norme A4.2:

Norme A4.2.2 – Traitement des créances contractuelles

1. Aux fins du paragraphe 8 de la norme A4.2.1, et de la présente norme, le terme «créance contractuelle» s'entend de toute créance liée au décès ou à une incapacité de longue durée des gens de mer résultant d'un accident de travail, d'une maladie professionnelle ou d'un risque professionnel, tel que prévu par la législation nationale, le contrat d'engagement maritime ou une convention collective.

2. Le dispositif de garantie financière, tel que prévu au paragraphe 1 b) de la norme A4.2.1, peut prendre la forme d'un régime de sécurité sociale, une assurance, un fonds ou de tout autre dispositif équivalent. Sa forme est déterminée par le Membre après consultation des organisations d'armateurs et de gens de mer intéressées.

3. La législation nationale garantit que des dispositions efficaces sont prises pour recevoir, traiter et régler en toute impartialité les demandes d'indemnisation pour des créances contractuelles, telles que visées au paragraphe 8 de la norme A4.2.1 au moyen de procédures rapides et équitables.

B. Amendments relating to Guideline B4.2

In the present heading, “Guideline B4.2 – Shipowners’ liability”, replace “B4.2” by “B4.2.1”.

In paragraph 1 of the present Guideline B4.2, replace “Standard A4.2” by “Standard A4.2.1”.

Following paragraph 3 of the present Guideline B4.2, add the following heading and text:

Guideline B4.2.2 – Treatment of contractual claims

1. National laws or regulations should provide that the parties to the payment of a contractual claim may use the Model Receipt and Release Form set out in Appendix B4-I.

C. Amendment to include new appendices

After Appendix A2-I, add the following appendix:

APPENDIX A4-I

Evidence of financial security under Regulation 4.2

The certificate or other documentary evidence of financial security required under Standard A4.2.1, paragraph 14, shall include the following information:

- (a) name of the ship;
- (b) port of registry of the ship;
- (c) call sign of the ship;
- (d) IMO number of the ship;
- (e) name and address of the provider or providers of the financial security;

- (f) contact details of the persons or entity responsible for handling seafarers’ contractual claims;
- (g) name of the shipowner;
- (h) period of validity of the financial security; and
- (i) an attestation from the financial security provider that the financial security meets the requirements of Standard A4.2.1.

After Appendix A4-I, add the following appendix:

APPENDIX B4-I

Model Receipt and Release Form

referred to in Guideline B4.2.2

Ship (name, port of registry and IMO number):

Incident (date and place):

Seafarer/legal heir and/or dependant:

Shipowner:

I, [Seafarer] [Seafarer’s legal heir and/or dependant]* hereby acknowledge receipt of the sum of [currency and amount] in satisfaction of the Shipowner’s obligation to pay contractual compensation for personal injury and/or death under the terms and conditions of [my] [the Seafarer’s]* employment and I hereby release the Shipowner from their obligations under the said terms and conditions.

B. Amendements relatifs au principe directeur B4.2

Dans le titre actuel «Principe directeur B4.2 – Responsabilité de l'armateur», remplacer «B4.2» par «B4.2.1».

Au paragraphe 1 de l'actuel principe directeur B4.2, remplacer «norme A4.2» par «norme A4.2.1».

Après le paragraphe 3 du principe directeur B4.2 actuel, ajouter le titre et le texte suivants:

Principe directeur B4.2.2 – Traitement des créances contractuelles

1. La législation nationale devrait prévoir que les parties au paiement d'une créance contractuelle pourront utiliser le modèle de reçu et de décharge figurant dans l'annexe B4-I.

C. Amendements relatifs à l'insertion de nouvelles annexes

Après l'annexe A2-I, ajouter l'annexe suivante:

ANNEXE A4-I

Preuves de la garantie financière prévue à la règle 4.2

Le certificat ou toute autre preuve documentaire de la garantie financière prescrit au paragraphe 14 de la norme A4.2.1 doit inclure les informations suivantes:

- a) le nom du navire;
- b) le port d'immatriculation du navire;
- c) l'indicatif d'appel du navire;
- d) le numéro OMI du navire;
- e) le nom et l'adresse du prestataire ou des prestataires de la garantie financière;
- f) les coordonnées des personnes ou de l'entité chargée de traiter les créances contractuelles des gens de mer;
- g) le nom de l'armateur;
- h) la durée de validité de la garantie financière;
- i) une attestation du prestataire de la garantie financière selon laquelle la garantie financière satisfait aux exigences de la norme A4.2.1.

Après l'annexe A4-I, ajouter l'annexe suivante:

ANNEXE B4-I

Modèle de reçu et de décharge visé au principe directeur B4.2.2

Navire (nom, port d'immatriculation et numéro OMI):.....

Incident (date et lieu):.....

Marin/héritier du marin et/ou personne à charge:.....

Armateur:

Je soussigné, [nom du marin] [nom de l'héritier du marin et/ou de la personne à charge]*, accuse réception par la présente de la somme de [montant et devise] en acquittement de l'obligation de l'armateur de payer une indemnisation contractuelle pour lésions corporelles et/ou mort en vertu des clauses de [mon engagement] [de l'engagement du marin]* et dégage l'armateur de ses obligations en vertu desdites clauses.

The payment is made without admission of liability of any claims and is accepted without prejudice to [my] [the Seafarer's legal heir and/or dependant's]* right to pursue any claim at law in respect of negligence, tort, breach of statutory duty or any other legal redress available and arising out of the above incident.

Dated:

Seafarer/legal heir and/or dependant:

Signed:

For acknowledgement:

Shipowner/Shipowner representative:

Signed:

Financial security provider:

Signed:

* Delete as appropriate.

D. Amendments relating to Appendices A5-I, A5-II and A5-III

At the end of Appendix A5-I, add the following item:

Financial security relating to shipowners' liability

In Appendix A5-II, as the last item under the heading Declaration of Maritime Labour Compliance – Part I, add the following item:

16. Financial security relating to shipowners' liability (Regulation 4.2)

In Appendix A5-II, as the last item under the heading Declaration of Maritime Labour Compliance – Part II, add the following item:

16. Financial security relating to shipowners' liability (Regulation 4.2)

At the end of Appendix A5-III, add the following area:

Financial security relating to shipowners' liability

Le paiement est effectué sans reconnaissance de responsabilité à l'égard de créances éventuelles et est accepté sans préjudice de [mon droit][du droit du marin/de l'héritier légal du marin et/ou de la personne à charge]* de faire valoir en justice toute créance pour négligence ou faute, ou violation d'une obligation légale, ou tout autre droit à réparation pouvant être invoqué et découlant de l'incident susmentionné.

Date:

Marin/héritier du marin et/ou personne à charge:

Signature:

Accusés de réception:

Armateur/représentant de l'armateur:

Signature:

Prestataire de la garantie financière:

Signature:

* Rayer la mention inutile.

D. Amendements relatifs aux annexes A5-I, A5-II et A5-III

A la fin de l'annexe A5-I, ajouter l'élément suivant:

Garantie financière relative à la responsabilité de l'armateur

Dans l'annexe A5-II, ajouter comme dernier point de la Déclaration de conformité du travail maritime – Partie I, l'élément suivant:

16. Garantie financière relative à la responsabilité de l'armateur (règle 4.2)

Dans l'annexe A5-II, ajouter comme dernier point de la Déclaration de conformité du travail maritime – Partie II, l'élément suivant:

16. Garantie financière relative à la responsabilité de l'armateur (règle 4.2)

A la fin de l'annexe A5-III, ajouter l'élément suivant:

Garantie financière relative à la responsabilité de l'armateur

The foregoing is the authentic text of the Amendments duly approved by the General Conference of the International Labour Organization during its One hundred and third Session which was held at Geneva and declared closed the twelfth day of June 2014.

IN FAITH WHEREOF we have appended our signatures this twelfth day of June 2014.

Le texte qui précède est le texte authentique des amendements dûment approuvés par la Conférence générale de l'Organisation internationale du Travail dans sa cent troisième session qui s'est tenue à Genève et qui a été déclarée close le douzième jour de juin 2014.

EN FOI DE QUOI ont apposé leurs signatures, ce douzième jour de juin 2014:

*The President of the Conference,
Le Président de la Conférence,*

DANIEL FUNES DE RIOJA

*The Director-General of the International Labour Office,
Le Directeur général du Bureau international du Travail,*

GUY RYDER

The text of the Amendments as here presented is a true copy of the text authenticated by the signatures of the President of the International Labour Conference and of the Director-General of the International Labour Office.

Le texte des amendements présenté ici est une copie exacte du texte authentiqué par les signatures du Président de la Conférence internationale du Travail et du Directeur général du Bureau international du Travail.

Certified true and complete copy,
Copie certifiée conforme et complète,

*For the Director-General of the International Labour Office:
Pour le Directeur général du Bureau international du Travail:*

Resolution on the transitional measures relating to the entry into force of the amendments to the Maritime Labour Convention, 2006, concerning financial security requirements in respect of abandonment of seafarers and for shipowners' liability

The Special Tripartite Committee established by the Governing Body under Article XIII of the Maritime Labour Convention, 2006,

Having met in Geneva from 7 to 11 April 2014,

Having considered and adopted amendments to the Code of the Maritime Labour Convention, 2006,

Recognizing that these amendments are to be submitted to the International Labour Conference for approval in accordance with Article XV of the Convention,

Noting that the amendments establish measures to ensure the provision of an expeditious and effective financial security system to assist seafarers in the event of their abandonment and that financial security is provided for seafarers' claims for compensation in the event of death or long-term disability due to an occupational injury, illness or hazard,

Noting also that the amendments will require important additions to the existing documents provided for under the Maritime Labour Convention, 2006, particularly Parts I and II of the declaration of maritime labour compliance,

Stressing that the amendments are not intended to affect the validity of Maritime Labour Certificates or declarations of maritime labour compliance already issued at the time when the amendments enter into force;

1. Requests Members to recognize the need for a transitional period to issue or renew Maritime Labour Certificates and the related declarations of maritime labour compliance in accordance with the requirements of the Convention as amended;

2. Further requests Members to acknowledge that entry into force of the amendments should not in any way serve to invalidate the Maritime Labour Certificates or declarations of maritime labour compliance that have been duly issued previously in accordance with the Convention and which are still in effect;

3. Urges Members to ensure that the Maritime Labour Certificates and the declarations of maritime labour compliance are issued or renewed so as to comply with the requirements of the Convention as amended, on ships that fly their flag, no later than the date of the first renewal inspection following entry into force of the amendments;

4. Draws the attention of Members to the fact that the above transitional measures relate only to the Maritime Labour Certificates and the declarations of maritime labour compliance and are not in any way intended to affect the rights and obligations of Members, seafarers or shipowners, including the obligation to ensure that all ships are covered by financial security in accordance with the Convention as amended, from the date when the amendments enter into force;

5. Requests Members, including in the exercise of port State control, to recognize Maritime Labour Certificates and declarations of maritime labour compliance, while they are still valid in accordance with the Convention, until the first renewal inspection following entry into force of the amendments.