

**GOVERNMENT OF INDIA  
MINISTRY OF SHIPPING  
DIRECTORATE GENERAL OF SHIPPING  
"BETA BUILDING", 9<sup>TH</sup> FLOOR  
I-THINK TECHNO CAMPUS  
KANJUR MARG (EAST)  
MUMBAI - 400 042.**

F.No. CR/CDC/02/2013-AOA

Dated: 19.11.2013

DG Shipping Order No. 23 of 2013

Subject:- Implementation of revised format of Article of Agreement for Indian Ships-reg.

The format for the Article of Agreement was upgraded to adhere to the provisions of Maritime Labour Convention (MLC) 2006 and accordingly revised vide DG Shipping order 4 of 2013 (CR/CDC/02/2013-AoA) dated 01.03.13. The new format for the AoA is an upgraded form which has additional terms and conditions, over and above the old format of AoA. The Indian flag ship owners were advised to commence engaging seafarers on the basis of the revised format of Article of Agreement(AoA) while they are submitting their ships for voluntary inspection under MLC for an issuance of 'Statement of Compliance' prior to 20.08.13, (the date of entry into force of MLC 2006). It was also indicated that post 20.08.13 all seafarers \*(existing & newly engaged) would be mandatorily required to be engaged under the revised Article of Agreement.

2. The MLC 2006, has come into force internationally from 20.08.13. The ratification of the said convention by India is in its advanced stage. The Indian Maritime Administration has also introduced a 'voluntary inspection procedure' and issuance of 'Statement of Compliance' under MLC 2006 to Indian Flag Ships to enable them to submit before any Port State Inspection at foreign ports. However, concerns have been raised from the industry, (Indian coastal ships) on the difficulties faced by them, by way of non upgraded collective bargaining agreement etc, in following the new AoA, for Indian Coastal Ships.

3. Therefore, considering the issue holistically, for smooth operation of Indian flag ships, both foreign going and coastal trade, during the pre ratification period of the ratification of MLC 2006, by India, the Director-General of Shipping and ex-officio Additional Secretary to the Government of India, in the Ministry of Shipping, in exercise of the powers conferred by clause (1) of section 456 of the Merchant Shipping Act, 1958,

on the Central Government, read with the Notification issued by the Government of India vide S.O. No. 3144 dated 17<sup>th</sup> December, 1960, delegating the said power to him, hereby issues the following directives:

3.1. The Indian flag ship owners/ their who who wishes to obtain a 'Voluntary Statement of Compliance' are advised to engage the seafarers on their vessels strictly following the revised format of AoA (Annexure –I) duly adhering to the instruction for filling all the fields, as notified by DGS Order No. 04 of 2013[F.No. CR/CDC/02/2013-AOA] dated: 01.03.13. Such AoAs have to be filled on-line followed by submission of a hard copy to the Govt. Shipping Office, as promulgated in M.S. Notice 25 of 2013 [F.No. CR/CDC/02/2013-AOA] dated: 01.11.13.

3.2. All Shipowners/ agents engaging seafarers on India flag coastal ships are permitted to use the old AoA form (Annexure-II) as notified in DG Shipping Order No. 7 of 2002 (43(7)CR/2001) dated 03.12.12 also. Such AoA shall be signed manually and the hard copy of such AoAs signed shall be submitted to the Govt. Shipping Office, within 48 hours, as notified in DGS Order No. 7 of 2002.

3.3. Shipping Masters Govt. Shipping offices Mumbai, Chennai, Kolkata shall accept the AoAs submitted adhering to the above guidelines.

4. All other condition prescribed in DGS order 07 of 2012, M.S. Notice No. 22 of 2010, DGS order 04 of 2013 and M.S. Notice No. 25 of 2013 shall remain in force mutatis-mutandis.

5. This order shall come into force with immediate effect and shall remain in force until further orders.

Sd/-  
(Gautam Chatterjee)  
Director General of Shipping

**Annexure - I**

*Original/Photocopy\* Copy No.:*

**ARTICLES OF AGREEMENT FOR EMPLOYMENT OF SEAFARERS**

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

This agreement is made between employer/employer's agent and seafarer as detailed below in accordance with collective bargaining agreement-sector wise, i.e. NMB (INDIA)/INSA-MUI/others\* ..... as per terms and conditions stated overleaf:

(\*Delete/add as applicable)

<b>1. <u>Details of employer:</u></b>	<b>7. <u>Details of seafarers:</u></b>
1 Name:	1 Name:
2 Postal address & e-mail:	2 Nationality / INDos no.:
	3 Date/place of birth:
	4 Postal address & e-mail:
3 Telephone / Fax no.:	
4 Contact person:	
<b>2. <u>Details of employer's agent:</u></b>	5 Telephone / Fax no.:
1 Name:	6 CDC no. / Place of issue:
2 Postal address & e-mail:	7 CDC date of issue / expiry:
	8 Passport no. / Place of issue:
	9 PP date of issue / expiry:
	<b>8. <u>Details of next of kin:</u></b>
3 Telephone / Fax no.:	1 Name / Relationship:
4 Contact person:	2 Postal address & e-mail:
<b>3. <u>Details of ship:</u></b>	

1 Name:			
2 Port of registry / trade:			
3 Official / IMO no.:		3 Telephone / Fax no.:	
4 G.T. / Power (Kw / BHP):		<b>9. <u>Details of certificates:</u></b>	
5 No. of crew including master:		1 COC grade / no.:	
<b>4. <u>Details of employment:</u></b>		2 Place of issue:	
1 Rate of monthly wages on board:		3 Date of issue / expiry:	
2 Rate of monthly PF / gratuity:		4 Limitations (if any):	
3 Amount of monthly allotment:			
4 Capacity / Rank employed:		<b>10. <u>Details of special ship type endorsement (if applicable):</u></b>	
5 Reason for signing-off:		1 Type of endorsement:	
6 Paid off on date .....Place. .....		2 Level / Certificate no.:	
7 PF contribution due .....		3 Place of issue:	
8 Gratuity (SWFS) due..... .....		4 Date of issue / expiry:	
<b>5. <u>Signature with date &amp; stamp of employer/employer's agent:</u></b>		<b>11. <u>Signature of seafarer with date:</u></b>	
1 Signed-on ashore:	2 Signed-off ashore:	1 Signed-on ashore:	3 Signed-off from ship:

[illegible]

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

1. This agreement between employer/employer's agent and the seafarer is subject to the condition that the seafarer will serve in capacity/rank on wages as indicated with other terms of employment and service conditions as per the relevant collective bargaining agreement sector-wise as applicable.
2. This agreement shall be for serving in the area and for the period as agreed in applicable collective bargaining agreement from the date of the first signature in this agreement.
3. It is hereby agreed that the said seafarer will be supplied with provisions not less than what is provided in the scale of provision under section 101 (2)(g) of the Merchant Shipping Act, 1958 (44 of 1958) or as applicable under collective bargaining agreement, whichever is higher.
4. It is agreed that the rights, duties and the terms of employment of seafarers and the obligations of shipowners shall be governed by applicable collective bargaining agreement/the provisions of ILO Conventions ratified by India, Merchant Shipping Act 1958, the rules/notices/circulars /orders made thereunder except which are specifically mentioned in DGS order No. 7 of 2002.
5. Master should keep on board a copy of applicable collective bargaining agreement/the provisions of ILO Conventions ratified by India, Merchant Shipping Act 1958, the rules /notices/circulars/orders. These documents should be made available to seafarers working on the vessel, their lawful representatives and other legitimate authorities for their perusal at any reasonable time.
6. In relation to an individual seaman, this agreement may be terminated -
  - .1 by mutual consent;
  - .2 if medical evidence indicates that a seaman is incapable of continuing to perform his duties by reason of illness or injury;
  - .3 if a seaman is absent without leave at a time fixed for sailing; or
  - .4 if in the opinion of the master, continued employment of the seaman is likely to endanger the vessel or any person on board.

7. The five original and three photocopies will ultimately remain with persons/bodies as detailed below:

- |    |  |   |     |
|----|--|---|-----|
| 1. | Master on board the ship   | - | 1/5 |
| 2. | Seafarer   | - | 2/5 |
| 3. | Shipping Master (on concluding employment and settlement of wages)         | - | 3/5 |
| 4. | Employer/employer's agent - photocopy of 3/5 and                           | - | 4/5 |
| 5. | Shipping Master on commencing employment                                   | - | 5/5 |
| 6. | SPFO (Seamen's Provident Fund Orgn.) on concluding employment- Photocopy   | - | 3/5 |
| 7. | SWFS (Seafarers' Welfare Fund Society) on concluding employment- Photocopy | - | 3/5 |
| 8. | Employer/Employer's Agent-Photocopy  | - | 3/5 |

( D. T. JOSEPH )  
DIRECTOR-GENERAL OF SHIPPING &  
SECRETARY TO THE GOVT. OF INDIA

**Annexure - II**

*Original/Photocopy\* Copy No.:*

**ARTICLES OF AGREEMENT FOR EMPLOYMENT OF SEAFARERS**

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

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

I.	Applicable recognized Collective Bargaining Agreement			
	1. NMB (INDIA):..... 2. INSA-MUI:..... 3. Others:..... Note: i) Tick applicable CBA ii) specify CBA details for others iii) Also refer clause: 6 of terms & conditions			
II.	Details of Ship owner			
	1. Name:		4. Postal address & e-mail:	
	2. Telephone / Fax no.:			
	3. Contact person:			
III.	Details of Ship owners or/Agent			
	1. Name:		5. Postal address & e-mail:	
	2. RPSL No.:			
	Valid Till:			
	3. Telephone / Fax No.:			
	4. Contact person:			
IV.	Details of ship: (Place of work)			
	1. Name:	3. Official No.:	6. G.T.	
	2. Port of registry	4. IMO No.:	7. Power (Kw/BHP):	
		5. Crew including Master:		
V.	Details of seafarers:			
	1. Name:		5. Communication Details: Postal address  e-mail: Tel No.:          Mobile:	
	2. Nationality			
	3. Date & place of birth:			
	4. INDOS No.:			
	8. Next of Kin (NOK): Name: Relationship:		8 a. NOK's Postal Address:	

	e-mail: Tel No.:            Mobile:	
	9. Details of competency certificates: COC grade/ no.: Place of issue: Date of issue:        Date of Expiry: Limitations(if any):	10. Details of special ship type endorsement (if applicable): Type of endorsement: Level/Certificate No.: Place of issue: Date of issue:            Date of expiry:
	11. Details of Medical Certificate: Issue Authority:        Approval No.:        Issue Date:        Expiry Date:	
VI.	Details of employment:	
	1. Capacity / Rank employed:	7. Monthly Allotment Aailed (Yes/No): If Yes fill the following Allotment Amount in Rs.: No. of Months: Name of Beneficiary: Relationship: Address: Phone No.: Mobile No.:
	2. Engagement Period:    Months:	
	3. Paid Annual leave/Month: Days        (Minimum of 2.5 days)	
	4. Hours of Rest: Hours        (Minimum of 77 hours per week)	
	5. Amount of monthly basic wages Rs:..... and emoluments as applicable	
	6. Rate of monthly PF:	
	8. Rate of monthly gratuity:	
	9. Total PF contribution due at the time of sign off.	
	10. Total Gratuity (SWFS) due at the time of sign off.	
	11. Reasons for sign off:	
	12. Means of payment of wages at the time of sign off: By DD                      By Bank transfer                      By Cash	
	13. Repatriation Details: i) On expiry of contract:                      ii) On medical grounds: iii) Others (See note 7)	
VII.	Additional term & condition of Employment (where applicable) (Any additional Employment Condition shall be not be less than that	

	provided in the recognized CBA)			
VIII	Confirmation of the Agreement by the seafarer.			
.	I confirm that I have freely entered this agreement with sufficient understanding of my rights and responsibilities, and I have been given an opportunity to review and seek advice on the agreement before signing and entering into this agreement voluntary.			
IX.	Confirmation of the ship owners agent			
	I confirm that the seafarer has been informed of their rights and duties under this agreement prior to or in the process of the seafarer's engagement on the vessel.			
X.	Signature:			
1. Signature with date & stamp of shipowner/shipowner's agent:		2. Signature of seafarer with date:		
1 Signed-on ashore:	2 Signed-off ashore:	1 Signed-on ashore: Place: ..... Date: .....	3 Signed-on ship: Place: ..... Date: .....	
		2 Signed-off from ship: Place: ..... Date: .....	4 Signed-off ashore: Place: ..... Date: .....	
<b><u>3. Signature with date &amp; stamp of master:</u></b>		<b><u>4. Signature with date &amp; stamp of shipping master:</u></b>		
1 Signed-on ship: Place: ..... Date: .....	2 Signed-off from ship: Place: ..... Date: .....	1 On receipt of record of commencing employment: Place: ..... Date: .....	2 On receipt of record of concluding employment: Place: ..... Date: .....	
<b><u>5. Remarks (if any) with signature &amp; date by ship owner/ ship owner agent/ shipping master:</u></b>				

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

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

10. The five original and three photocopies will ultimately remain with persons/bodies as detailed below;

1.	Master on board the ship	1/5
2.	Seafarer	2/5
3.	Shipping Master (on concluding employment and settlement of wages)	3/5
4.	Shipowner/Shipowners agent – photocopy of 3/5 and	4/5
5.	Shipping Master on commencing employment	5/5
6.	SPFO (Seamen's Provident Fund Orgn.) on concluding employment – Photocopy	3/5
7.	SWFS (Seafarers' Welfare Fund Society) on concluding employment – Photocopy	3/5
8.	Employer/Employer's Agent - Photocopy	3/5

11. This shall be uploaded in the DGS website online immediately before submission as aforesaid.

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