



**REPUBLIC OF
THE MARSHALL ISLANDS**

**OFFICE OF THE
MARITIME ADMINISTRATOR**

Marine Notice

No. 7-046-1

Rev. 4/13

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

SUBJECT: Articles of Agreement between the Master and Seafarers in the Merchant Service of the Republic of the Marshall Islands (Shipping Articles).

- References:**
- (a) **Maritime Regulation 7.46.1**
 - (b) **STCW Convention, 1978, as amended**
 - (c) **International Safety Management Code [IMO Resolution A.741(18)]**
 - (d) **Publication MI-110 (September 2011)**
 - (e) **Marine Notice 2-011-13, International Safety Management (ISM) Code**

PURPOSE:

This Notice advises all shipowners, operators, seafarers, agents and recognized organizations of certain changes made necessary to the Articles of Agreement as part of the Republic of the Marshall Islands (RMI) Maritime Administrator's (the Administrator's) implementation of the STCW Convention, 1978, as amended, and the International Safety Management (ISM) Code. This Notice supersedes Rev. 9/11 and reflects the updating of items 4, 6 and 15 in section 3.0.

APPLICABILITY:

This Notice applies to the signing-on and signing-off of all seafarers serving aboard RMI flagged vessels.

REQUIREMENTS:

1.0 Implementation

The official wording provided here and in the RMI Regulation 7.46.1 (reference (a) above) may be reproduced in columnar form. Where necessary, a foreign language version may be appended to it or otherwise made a part of it. On any vessel, the new format of the Articles of Agreement prescribed in this Notice shall be required upon expiration of the Articles currently in effect. For those vessels which have instituted a different format, the language should reference RMI Regulation 7.46.1, the terms of which when not specifically stated in the new format are to be considered incorporated by such reference. Any such new format should be proposed to the Administrator for review and approval prior to use.

2.0 Definitions

2.1 Seafarers

For the purpose of Chapter 7 of the RMI Maritime Regulations, a seafarer means any and all members of the crew and officers, other than the Master and pilots, employed or engaged in any capacity on board any vessel.

2.2 Crew

Crew means collectively those persons other than officers and Master, serving in any capacity on board a vessel.

2.3 Hotel Staff

Those persons on board providing services to passengers and who are not regularly assigned to perform shipboard safety and pollution prevention related duties are considered hotel staff and not part of the ship's crew as defined above. Accordingly, hotel staff are not required to sign Shipping Articles.

3.0 Form of Articles of Agreement to be Annexed to the Crew List

ARTICLES OF AGREEMENT BETWEEN THE MASTER AND SEAFARER IN THE MERCHANT SERVICE OF THE REPUBLIC OF THE MARSHALL ISLANDS

Name of Vessel/Official Number/Port of Registry/Gross Tonnage/ Propulsion Power

It is agreed between the Master and the undersigned seafarers of the [steam / Motor] vessel (a) _____ owned and operated by (b) _____ with offices at (c) _____ of which (d) _____ is at present Master, or whoever shall become Master, now bound from the port of (e) _____ to (f) _____ and such other ports and places in any part of the world as the Master may direct, for a term [of / not exceeding] (g) _____ calendar months, that:

1. Seafarers shall conduct themselves in an orderly, faithful, honest and sober manner, and shall at all times be diligent in their respective duties and obedient to the lawful commands of the Master, or of any person who shall lawfully succeed him or her, and their superior officers, in everything relating to the vessel, its stores and cargo, whether on board, in boats or on shore. In consideration of this service, to be duly performed, the Master agrees to pay the undersigned seafarers the wages expressed herein and/or set forth in supplemental provisions and/or agreements.
2. Wages shall commence no later than on the day specified and agreed to in these Articles or at a time of presence on board for the purpose of commencing work, whichever first occurs, and shall terminate on the day of discharge or termination of these Articles.
3. Seafarers are entitled to receive on request, in local currency, from the Master one half of the balance of base wages actually earned and payable at every intermediate port where the vessel shall load or discharge cargo before the end of the voyage, but not more than once in any ten-day period.

4. A portion of such seafarer's earnings may be allotted to such seafarer's spouse, children, grandchildren, parents, grandparents, brothers or sisters or to a bank account in the name of the seafarer as set forth in the individual seafarer's employment agreement with the Shipowner.
5. Any seafarer who is put ashore at a port other than the one where he or she signed these Articles and who is put ashore for reasons for which he or she is not responsible, shall be returned as a seafarer or otherwise, but without expense to him or her; (a) at the Shipowner's option, to the port at which he or she was engaged or where the voyage commenced or to a port of the seafarer's own country; or (b) to another port agreed upon between the seafarer and the Shipowner or Master. However, in the event such seafarer's contract period of service has not expired, the Shipowner shall have the right to transfer him or her to another of the Shipowner's vessels, to serve thereon for the balance of the contract period of service.
6. Any seafarer shall be entitled to repatriation, at no expense to him or her, to the port at which he or she was engaged or to such other port as may be agreed upon under the following conditions: (a) when the period of employment is terminated by reason of completion of the voyage for which the seafarer was engaged; (b) upon the termination of the seafarer's employment agreement by the seafarer for justified reasons; (c) upon the termination of employment by the shipowner due the seafarer no longer being able to carry out his or her duties under his or her employment agreement or where the seafarer cannot be expected to carry them out in the specific circumstances; or (d) upon the expiration of the seafarer's contracted period of employment.
7. If any seafarer represents himself or herself to be qualified for a duty which he or she is not qualified to perform, his or her rank or rating may be reduced in accordance with his or her actual qualification or he or she may be discharged.
8. Any seafarer may request his or her immediate repatriation on grounds of injury or illness, and such discharge may be granted in the Master's reasonable discretion at the next appropriate port.
9. The Master shall give to a seafarer discharged from the vessel, either upon discharge or upon payment of the seafarer's wages, the Seafarer's Identification and Record Book as issued by the Republic of the Marshall Islands (RMI) Maritime Administrator (the "Administrator"), with an entry specifying the period of his or her service and the time and place of his or her discharge. Such entries shall not contain any statement as to the quality of work of the seafarer concerned or as to his/her wages.
10. Signature on these Articles by any seafarer at the time of discharge from the vessel shall not amount to a release of the Shipowner and/or the vessel from any claim for wages or any other claim of the seafarer which is outstanding at discharge but shall amount only to an acknowledgement of discharge. Receipt of wages at discharge shall not be treated as full and final settlement of all outstanding wages.
11. Every Master in service aboard a vessel registered under the Maritime Act 1990, as amended (the "Maritime Act"), shall ensure that watchkeeping arrangements are adequate for maintaining a safe continuous watch or watches, taking into account the prevailing circumstances and conditions and that, under the Master's general directions all watchkeeping personnel shall observe the principles and guidance set out in the International Convention on Standards of Training, Certification and Watchkeeping, 1978, as amended, and as established by the Administrator.

12. Furthermore, every Master in service aboard a vessel registered under the Maritime Act shall ensure that seafarer working arrangements are adequate for the safe and efficient operation of the vessel, and with due regard to security, taking into account the prevailing circumstances and conditions.

(a) All seafarers shall be provided a minimum of ten (10) hours of rest in every 24-hour period, and seventy-seven (77) hours of rest in any seven-day period

(b) The hours of rest may be divided into no more than two (2) periods, one of which shall be at least six (6) hours in length and the interval between consecutive periods of rest shall not exceed fourteen (14) hours.

(c) Watch schedules and shipboard working arrangements shall be posted where they are easily accessible on board the vessel;

(d) The Master shall cause the recordation of the rest periods of each seafarer, and such record shall be available for inspection by marine inspectors designated by the Administrator, or an official who is authorized to act for and on behalf of the Administrator.

(e) Where any applicable collective bargaining agreement provides for exceptions to the limits set forth under paragraphs (a) and/or (b) above, the Master shall ensure that a copy of the terms of such provisions are made readily available on board the vessel.

13. Watchkeeping personnel shall have no more than 0.04% blood alcohol level during watchkeeping duties, and watchkeeping personnel shall not consume alcohol within four (4) hours prior to serving as a member of a watch.

14. For the purposes of calculating overtime, normal working hours while in port and at sea shall be eight (8) hours per day.

15. Work performed over and above normal working hours or on a day of rest shall be considered overtime and be compensated for at overtime rates as agreed in the seafarer's employment agreement. However, work performed in excess of normal working hours shall not be compensated at overtime rates when such work is necessary for the safety of the vessel, its passengers, officers, crew, cargo or for the saving of other vessels, lives or cargo, or for the performance of fire, lifeboat or other emergency drills. Nothing in these Articles shall be deemed to impair the right of the Master to require a seafarer to perform any hours of work necessary for the immediate safety of the ship, persons on board or cargo, or for the purpose of giving assistance to other ships or persons in distress at sea. Accordingly, the Master may suspend the schedule of hours of work or hours of rest and require a seafarer to perform any hours of work necessary until the normal situation has been restored. As soon as practicable after the normal situation has been restored, the Master shall ensure that any seafarer who has performed work during a scheduled rest period is provided with an adequate period of rest.

16. Seafarers shall keep their respective quarters clean and in order.

17. No dangerous weapons, narcotics or contraband articles, or alcoholic beverages except as provided by the Shipowner as part of the vessel's provisions, shall be brought on board the vessel nor allowed in the possession of seafarers. Any seafarer bringing such items on board or having such

items in his or her possession on board, shall be subject to discharge and/or shall be liable for such fines as the Master may direct, and all such items shall be confiscated. The amount of any fine levied against the vessel by the proper authority of the port wherein the vessel is then located, for possession of narcotics and/or contraband cargo, shall be reimbursed to the Shipowner out of the whole or any part of the wages of the seafarer or seafarers guilty of such possession.

18. No seafarer shall go ashore in any foreign port except by permission of the Master. However, the Master shall not refuse the reasonable request of any seafarer for shore leave in order to visit a qualified medical doctor or dentist, where practicable, or to present a complaint against the vessel or Master to officials of the RMI, or any other proper authority.

19. The Shipowner and Master may issue such rules and regulations as may be necessary for the safe and proper operation of the vessel, providing nothing contained therein shall be contrary to the law of the RMI.

20. If any seafarer considers himself or herself aggrieved by any breach of these Articles, he or she shall represent the same to the Master or officer in charge of the vessel, in a discreet and orderly manner, who shall thereupon take such corrective action as the case may require.

21. The parties to these Articles hereby stipulate that the terms and conditions laid down herein shall be subject to the applicable provisions of the RMI Maritime Act and Regulations. Any dispute as to the terms and conditions of this contract shall be resolved in accordance with the RMI Maritime Act and Regulations and the Maritime Labour Convention, 2006, as amended.

22. The undersigned seafarer confirms that he or she has been given the opportunity to examine and seek advice on these Articles before signing as well as such other facilities as are necessary to ensure that the seafarer has freely entered into an agreement with a sufficient understanding of his or her rights and responsibilities

IT IS ALSO AGREED THAT:

(Additional provisions may be included or referenced herein or attached hereto, for example, a reference to seafarers' employment agreements or collective bargaining agreements, provided, however, that such agreements shall not contravene Article 21.)

IN WITNESS WHEREOF the said seafarers have subscribed their names herein on the days mentioned against their respective signatures.

Articles signed at _____ on _____

Signature of Master

Note:

- (a) Enter name of vessel
- (b) Shipowner's name
- (c) Shipowner's address
- (d) Enter full name of Master
- (e) Enter name of first port of departure
- (f) Enter here a description of the voyage and the names of the ports at which the ship is to call, or if that cannot be done, the general nature and the probable length of the voyage and the port or country at which the voyage is to terminate. For ships engaged in world-wide trading without definite itineraries or schedules, insert "world-wide trading."
- (g) Strike out the word that is not applicable and enter term of contract.

Columnar Entries:

- (1) Full Name of Seafarer
- (2) Date of Birth and Present Age
- (3) Place of Birth
- (4) Citizenship
- (5) Marshall Islands Seafarer's Book Number
- (6) Home Address
- (7) Name and Address of Beneficiary or Next-of-Kin
- (8) Date and Place Wages Commence
- (9) Capacity in which Employed
- (10) Base Wages per Month
- (11) Days of Annual Paid Leave (After One (1) Year's Service)
- (12) Minimum Days of Paid Holidays per Year
- (13) Date and Place Signed **on** Articles
- (14) Signature of Seafarer
- (15) Signature of Master
- (16) Date and Place Signed **off** Articles
- (17) Signature of Seafarer
- (18) Signature of Master

4.0 Disposition of Completed Forms

- 4.1 Completed forms may be kept and/or disposed of according to the practices of the vessel's managing company. Generally passenger liners complete the forms on a voyage-by-voyage basis, while others go by calendar year.

5.0 Availability of Forms

- 5.1 If desired, the latest edition of the Articles of Agreement (form MI-110) may be ordered in sets of three (3) pieces from:

Marshall Islands Maritime and Corporate Administrators, Inc.
Attn: Publications
11495 Commerce Park Drive
Reston, Virginia 20191-1506 USA
publications@register-iri.com

- 5.2 Refer to Marine Notice 1-000-2 for unit costs and payment methods.