

**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. Details of employer:</b>		<b>7. Details of seafarers:</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:		5 Telephone / Fax no.:	
<b>2. Details of employer's agent:</b>		6 CDC no. / Place of issue:	
1 Name:		7 CDC date of issue / expiry:	
2 Postal address & e-mail:		8 Passport no. / Place of issue:	
		9 PP date of issue / expiry:	
3 Telephone / Fax no.:		<b>8. Details of next of kin:</b>	
4 Contact person:		1 Name / Relationship:	
		2 Postal address & e-mail:	
<b>3. Details of ship:</b>			
1 Name:		3 Telephone / Fax no.:	
2 Port of registry / trade:		<b>9. Details of certificates:</b>	
3 Official / IMO no.:		1 COC grade / no.:	
4 G.T. / Power (Kw / BHP):		2 Place of issue:	
5 No. of crew including master:		3 Date of issue / expiry:	
<b>4. Details of employment:</b>		4 Limitations (if any):	
1 Rate of monthly wages on board:		<b>10. Details of special ship type endorsement (if applicable):</b>	
2 Rate of monthly PF / gratuity:		1 Type of endorsement:	
3 Amount of monthly allotment:		2 Level / Certificate no.:	
4 Capacity / Rank employed:		3 Place of issue:	
5 Reason for signing-off:		4 Date of issue / expiry:	
6 Paid off on date .....Place. ....		<b>11. Signature of seafarer with date:</b>	
7 PF contribution due .....		1 Signed-on ashore:	
8 Gratuity (SWFS) due.....		3 Signed-off from ship:	
<b>5. Signature with date &amp; stamp of employer/employer's agent:</b>		2 Signed-on ship:	
1 Signed-on ashore:		4 Signed-off ashore:	
2 Signed-off ashore:			
Place: .....		Place: .....	
<b>6. Signature with date &amp; stamp of master:</b>		<b>12. Signature with date &amp; stamp of shipping master:</b>	
1 Signed-on ship:		1 On receipt of record of commencing employment:	
2 Signed-off from ship:		2 On receipt of record of concluding employment:	
Place: .....		Place: .....	
Place: .....		Place: .....	
<b>Remarks (if any) with signature &amp; date by seafarer / employer / employer's agent / shipping master / SPFO / SWFS:</b>			

**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**