



**REPUBLIC OF
THE MARSHALL ISLANDS**

**OFFICE OF THE
MARITIME ADMINISTRATOR**

Marine Notice

No. 7-046-1

Rev. 11/06

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 7.46.5**
- (b) **STCW Convention, 1978, as amended**
- (c) **International Safety Management Code [IMO Resolution A.741(18)]**
- (d) **Publication MI-110 (July 2006)**
- (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 Administration's implementation of the STCW Convention, 1978, as amended, and the International Safety Management (ISM) Code. This Notice supersedes previously numbered Marine Notice 7-045-1, Rev. 12/03. It has been renumbered to conform with Marshall Islands Regulations.

APPLICABILITY:

This Notice applies to the signing-on and signing-off of all seafarers serving aboard Marshall Islands flag vessels.

REQUIREMENTS:

1.0 Implementation

The official wording provided here and in the referenced Regulation 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 Regulation 7.46.5, 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 Administration for review and approval prior to use.

2.0 Definitions

2.1 Seafarers

For the purpose of Chapter 7 of the Maritime Regulations, seafarers 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.

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. If the Master and a seafarer agree, 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.

5. Any seafarer who is put ashore at a port other than the one where he or she signed on 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 in which he or she was engaged or where the voyage commenced or to a port in such 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, unless otherwise provided for herein.

6. Any seafarer whose period of employment is terminated by reason of completion of the voyage for which he or she was engaged or of expiration of his or her contract period of employment, 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.

7. If any person enters himself or herself as qualified for duty which he or she is incompetent to perform, his or her rank or rating may be reduced in accordance with his or her incompetency or he or she may be discharged.

8. Any seafarer may request his or her immediate discharge 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 his or her vessel either on his or her discharge or on payment of his or her wages, the Seafarer's Identification and Record Book as issued by the Office of the Maritime Administrator, with an entry specifying the period of his or her service and the time and place of his or her discharge.

10. Signature on these Articles by any seafarer at the time of discharge from the ship 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, and 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, 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 Administration.

(a) All persons who are assigned duty as officer in charge of a watch or as a rating forming part of a watch shall be provided a minimum of ten (10) hours of rest in every 24-hour period;

(b) The hours of rest may be divided into no more than two periods, one of which shall be at least six (6) hours in length;

(c) The requirement for rest periods set forth in paragraphs (a) and (b), above, need not be maintained in case of an emergency or drill or in other overriding operational conditions - i.e., essential shipboard work which could not reasonably have been anticipated at the commencement of the voyage;

(d) Notwithstanding the provisions of paragraphs (a) and (b), above, the minimum period of ten (10) hours may be reduced to not less than six (6) consecutive hours provided that any such reduction shall not extend beyond two days and not less than seventy (70) hours of rest are provided each seven day period;

(e) Watch schedules shall be posted where they are easily accessible on-board the vessel;

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

12. In order to be alert and maintain proper fitness for the performance of watchkeeping duties, watchkeeping personnel shall have no more than 0.04% blood alcohol level (BAC) during watchkeeping duties; and watchkeeping personnel shall not consume alcohol within four (4) hours prior to serving as a member of a watch.

13. Eight hours per day shall constitute a working day while in port and at sea.

14. Work performed over and above an eight hour period shall be considered overtime and be compensated for at overtime rates. However, such work performed in excess of eight hours per day shall not be compensated for when 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.

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

16. No dangerous weapons, narcotics or contraband articles, and 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, and any seafarer bringing the same on-board or having the same 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 articles 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 made good to the Shipowner out of the wages of the seafarer or seafarers guilty of such possession.

17. 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 for the purpose of presenting a complaint against the vessel or Master to a Consul of the Republic of the Marshall Islands or other proper Official of the Republic of the Marshall Islands.

18. 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 law.

19. 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 quiet and orderly manner, who shall thereupon take such corrective action as the case may require.

20. All rights and obligations of the parties to these Articles shall be subject to the Maritime Act and Regulations of the Republic of the Marshall Islands.

IT IS ALSO AGREED THAT:

(additional provisions may be included or referenced herein or attached hereto, for example, a reference to collective bargaining agreements, provided, however, that such agreements shall not contravene Article 20.)

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

Articles opened 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 places at which the ship is to touch, 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 word or words not applicable.

Columnar Entries:

- (1) Full Name of Seafarer
- (2) Date of Birth and Present Age
- (3) Place of Birth
- (4) Citizenship
- (5) 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 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 Availability of Forms

4.1 If desired, the latest edition of the Articles of Agreement Form MI-110 may be ordered as follows:

.1 In quantity or otherwise from:

Marshall Islands Maritime and Corporate Administrators, Inc.
Attn: Publications
11495 Commerce Park Drive
Reston, Virginia 20191-1507 USA
publications@register-iri.com

.2 Single copies from the nearest Marshall Islands Maritime and Corporate Administrators, Inc., Regional Services Office:

c/o International Registries, (UK) Ltd.
3rd Floor, 42 Moorgate
London EC2R 6EL
UNITED KINGDOM
london@register-iri.com

c/o International Registries, Inc.
47-49 Akti Miaouli Street
Livanos Building, 8th Floor
185 36 Piraeus
GREECE
piraeus@register-iri.com

c/o International Registries (Far East) Ltd.
2210 Harbour Centre
No. 25 Harbour Road
Wanchai
HONG KONG
hongkong@register-iri.com

c/o International Registries, Inc.
Harbor Place, Suite 403
1600 S.E. 17th Street Causeway
Ft. Lauderdale, Florida 33316 USA
ft.lauderdale@register-iri.com

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