



REPUBLIC OF THE UNION OF MYANMAR  
MINISTRY OF TRANSPORT AND COMMUNICATIONS  
DEPARTMENT OF MARINE ADMINISTRATION

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**Directive ( 1 /2021)**

**Amendment to Directive No.2/2020 relating to issuing the Maritime Labour Certificate**

**Applicable to: Shipowners, ship managers, operators, flag State inspectors, Recognized Organizations and masters of Myanmar ships**

1. The Department of Marine Administration (DMA) issues this directive relating to “**Amendment to Directive No. 2/2020 relating to issuing the Maritime Labour Certificate**” in the exercise of the power conferred by sub-section (b) of section 294(B) of the Myanmar Merchant Shipping Act.
2. The DMA has replaced the Declaration of Maritime Labour Compliance Part-I (DMLC Part-I), prescribed in Annex(A) of the Directive No. 2/2020 dated 21<sup>st</sup> January 2020 related to the issuing of the Maritime Labour Certificate.
3. Shipowners, Ship managers and operators of Myanmar ships shall comply with the necessary amendments to the relevant provisions of the Declaration of Maritime Labour Compliance – Part II (DMLC – Part II) in accordance with the amendments of the DMLC Part I in Annex (A), and seek approval from the DMA Recognized Organizations for the DMLC – Part II.
4. The existing Maritime Labour Certificates and existing Declaration of Maritime Labour Compliance shall remain valid from the date of the Maritime Labour Convention, as 2018 amendment, entry into force until the date of arriving first intermediate inspection or renewal inspection.
5. A copy of this Directive shall be kept on board the ship and made available for inspections.

Dr. Ko Ko Naing

Director General (Acting)

Department of Marine Administration

**Maritime Labour Convention, 2006, as amended**

## Declaration of Maritime Labour Compliance - Part I

*(This Declaration must be attached to the ship's Maritime Labour Certificate)***Issued under the authority of****Department of Marine Administration, Republic of the Union of Myanmar**

With respect to the provisions of the Maritime Labour Convention, 2006, as amended (MLC 2006, as amended), the following referenced ship:

Name of ship	IMO number	Gross tonnage

is maintained in accordance with Standard A 5.1.3 of the MLC 2006, as amended.

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

- (a) the provisions of the MLC 2006, as amended 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.

**Minimum age** (Regulation 1.1)

1. The minimum age of a person, who is to be employed or hired and able to work on board a Myanmar Flagged ship, shall be 18 years old.

**Medical certification** (Regulation 1.2)

2. (a) Shipowner shall ensure that, prior to beginning work on a ship, any seafarer employed holds a valid medical fitness certificate attesting that the seafarer is medically fit to perform the duties they are to carry out on board the ship.
- (b) Medical certificates shall be issued to seafarers by a medical practitioner recognized by DMA in accordance with the provisions of the Department of Marine Administration (DMA) Notification No.7/2018 “Guidance for Seafarer Medical Examinations and Certifications” or any subsequent versions.
- (c) Medical certificates issued by the following practitioners are accepted:
- (i) a medical practitioner recognized by any MLC State Party, who is familiar with the Guidelines on the medical examinations of seafarers, published by the ILO and IMO in 2013, including any subsequent versions, and other applicable international guidelines, published by the International Maritime Organization (IMO), the International Labour Organization (ILO) or the World Health Organization (WHO); or
  - (ii) a medical practitioner recognized by any STCW State Party who has been demonstrated that full and complete effect is given to the provisions of the International Convention on Standards of Training, Certification and Watchkeeping for Seafarers, 1978, as amended, (STCW Convention 1978, as amended); or
  - (iii) a medical practitioner in Myanmar, recognized by the DMA.
- (d) The medical certificate shall specify the period of validity from the date of the medical examination. The maximum period of validity for all seafarers at the age of 18 years or above, (including those working on chemical carrier) shall not be over 2 years, and 1 year for the seafarers at the age of 55 years or above. If the seafarer’s health demands it, the recognized medical practitioner may issue a certificate valid for a period of less than 2 years.
- (e) Medical Certificate of seafarer shall meet the requirements of Standard A1.2 of the MLC 2006, as amended.

**Qualification of seafarers** (Regulation 1.3)

3. (a) Seafarers working on board any ship shall be trained or certified as competent or otherwise qualified to perform their duties.
- (b) Seafarers working on board any ship shall successfully complete training for personal safety on board ship.

- (c) Training and certification in accordance with the mandatory instruments adopted by the IMO, shall be considered as meeting the requirements of paragraphs (a) and (b) above.

**Seafarers' employment agreements (Regulation 2.1)**

- 4. (a) Seafarers working on board any ship shall have an original of the seafarers' employment agreement, and the agreement is to be signed by both the seafarer and the shipowner or a representative of the shipowner, or where they are not employees, evidence of contractual or similar arrangements, providing them with decent working and living conditions on board the ship as required by the MLC 2006, as amended.
- (b) Seafarers shall have the opportunity to examine and seek advice on the terms and conditions of their seafarer's employment agreement before signing as well as such other facilities as are necessary to ensure that they have freely entered into an agreement with a sufficient understanding of their rights and responsibilities.
- (c) Shipowner shall ensure that clear information as to the conditions of employment can be easily obtained on board by seafarers, including the ship's master and that such information, including a copy of the seafarers' employment agreement, is also accessible for review by officers of a competent authority, including those in ports to be visited.
- (d) Shipowner shall ensure that all seafarers are given a document containing a record of their employment on board the ship (such as an appropriate Seafarer's Identification and Record Book), and that such document shall not contain any information on the quality of the seafarers' work or their wages.
- (e) The standard format of the seafarers' employment agreement, taken into account the requirements of Standard A2.1 of MLC 2006, as amended, and prescribed by the DMA, shall be used on board Myanmar Flagged ships.
- (f) The minimum period of notice, which is to be given by the seafarer or shipowner, for early termination of the seafarers' employment agreement shall not be shorter than 7 days. However, the shipowner shall allow the seafarers to terminate, without penalty, the seafarers' employment agreement on shorter notice or without notice for compassionate or other urgent reasons in accordance with the requirements of Standard A2.1.6 of the MLC 2006, as amended.
- (g) Any applicable collective bargaining agreement shall form an integral part of a seafarers' employment agreement.
- (h) Shipowner shall ensure that a seafarers' employment agreement shall continue to have effect while a seafarer is held captive on or off the ship as a result of acts of piracy or armed robbery against ships, regardless of whether the date fixed for its expiry has passed or either party has given notice to suspend or terminate it. For the purpose of this paragraph, the term:

- (i) **piracy** shall have the same meaning as in the United Nations Convention on the Law of the Sea, 1982;
- (ii) **armed robbery against ships** means any illegal act of violence or detention or any act of depredation, or threat thereof, other than an act of piracy, committed for private ends and directed against a ship or against persons or property on board such a ship, within a State's internal waters, archipelagic waters and territorial sea, or any act of inciting or of intentionally facilitating an act described above.
- (iii) If the language of seafarers' employment agreement and any applicable collective bargaining agreement is not in English, a translation in English shall be available on board.

### **Use of any licensed or certified or regulated private recruitment and placement service**

(Regulation 1.4)

- 5. (a) "Seafarer recruitment and placement service" refers to any person, company, institution, agency or other organization which is engaged in recruiting seafarers on behalf of shipowner or placing seafarers with shipowner.
- (b) Any seafarer recruitment and placement services based in Myanmar shall apply for and attain the Seafarer Employment License as required by the DMA Notification No.1/2017, as may be amended.
- (c) Seafarer recruitment agencies, based in and licensed by MLC State Parties, shall be recognized by the DMA.
- (d) Shipowner shall ensure that when using seafarer recruitment and placement services located in countries not party to the MLC 2006, as amended, such services conform to the requirements of the MLC 2006, as amended.
- (e) Shipowner may engage any of the Recognized Organizations which is authorized by the DMA or the shipowner's internal audit mechanism to audit seafarer recruitment and placement services located in countries not party to the MLC 2006, as amended. Shipowner may engage seafarer recruitment and placement service already audited by any of the Recognized Organizations. Shipowner shall ensure that such services shall meet the requirements of Standard A1.4 of the MLC 2006, as amended.
- (f) The shipowners or the recruitment and placement services are prohibited from:
  - (i) using means, mechanisms or lists, such as blacklists, intended to prevent or deter seafarers from gaining employment for which they are qualified; and
  - (ii) charging a seafarer directly or indirectly for providing him with the employment, other than the cost of the seafarer obtaining a national statutory medical certificate, the national seafarer's book and a passport or other similar personal travel documents, not including, however, the cost of visas, which shall be borne by the shipowner.

### Hours of work or rest (Regulation 2.3)

6. (a) Shipowner shall ensure that every seafarer on board is entitled to minimum hours of rest, which shall not be less than 10 hours in any 24-hour period and not less than 77 hours in any 7-day period. The minimum hours of rest may be divided into no more than two periods, one of which shall be at least 6 hours in length, and the interval between consecutive periods of rest shall not exceed 14 hours.
- (b) Provisions in an applicable collective bargaining agreement or any other agreement between seafarer and shipowner may set out exceptions from the required hours of rest in paragraph (a) above for watchkeeping seafarers certified under STCW Convention 1978, as amended, for watchkeeping duties, provided that the following conditions are met:
  - (i) the minimum hours of rest shall not be less than 10 hours in any 24-hour period, and not be less than 70 hours in any 7-day period. Such exceptions shall not exceed 2 consecutive weeks, and the intervals between any 2 periods of exceptions on board shall not be less than twice the duration of the exception.
  - (ii) the minimum hours of rest may be divided into no more than three periods, one of which shall be at least 6 hours in length and neither of the other two periods shall be less than 1 hour in length;
  - (iii) the intervals between consecutive periods of rest shall not exceed 14 hours;
  - (iv) exceptions shall not extend beyond two 24-hour periods in any 7-day period;
  - (v) exceptions shall take into account the guidance regarding prevention of fatigue in section B-VIII/1, Code B of the STCW Convention 1978, as amended; and
  - (vi) exceptions when given shall take into account more frequent or longer leave periods or the gathering of compensatory leave for watchkeeping seafarers or seafarers working on board ships on short voyages.
- (c) Additionally, provisions in an applicable collective agreement or any other agreement between seafarer and shipowner may set out exceptions from the required hours of rest in paragraph (a) above for all seafarers whose ship is on a short voyage. (In this document, a “short voyage” means a voyage where, within any 24-hour period, the ship calls at two or more terminals, or locations where any loading or unloading of cargo, or embarkation or disembarkation of persons, occurs. The 24-hour period shall commence when the ship is first secured at the terminal or location where the short voyage begins.) Such exceptions shall meet the same conditions specified in paragraphs (b) above.
- (d) The provisions setting out exceptions from the required hours of rest referred to in paragraphs (b) and (c) above shall be registered at the DMA.
- (e) For the purpose of the provisions in this DMLC Part I, the term:
  - (i) **hour of work** means time during which seafarers are required to do work on account of the ship;

- (ii) **hour of rest** means time outside hours of work; this term does not include short breaks of one hour or less or a break for a meal.
- (f) Shipowner shall use the IMO/ILO model formats for recording daily hours of rest and shipboard working arrangements, as set out in the IMO/ILO Guidelines for the Development of Tables of Seafarers' Shipboard Working Arrangements and Records of Rest Hours. The Table of Seafarers' Shipboard Working Arrangements in the working language or languages of the ship and in English, shall be posted in an easily accessible place on board the ship
- (g) Muster, fire-fighting and abandon ship drills prescribed by the national law and regulations and by the International instruments shall be conducted in a manner that minimizes the disturbance of rest period and does not induce fatigue.
- (h) In any cases, the danger posed by the fatigue of seafarers shall be taken into account, especially those whose duties involve navigational safety and the safe and secure operation of the ship.
- (i) Nothing in the above paragraphs (a) to (h) shall be deemed to impair the right of the master of a ship 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 seafarers who have performed work in a scheduled rest period are provided with an adequate period of rest.

### **Manning levels for the ship** (Regulation 2.7)

7. Shipowner shall ensure to comply with the DMA Directive No.15/2018 "Safe Manning Requirements" as may be amended. The ship shall be manned by seafarers that is adequate, in terms of size and qualifications, to ensure that the ship is operated safely, efficiently and with due regard to security under all conditions.

### **Accommodation** (Regulation 3.1)

- 8. (a) Ships constructed on or after 25 May 2017 shall comply with the requirements of Standard A 3.1 of the MLC 2006, as amended.
- (b) Ships constructed before 25 May 2017 shall comply with Regulations of ILO Accommodation of Crews Convention (Revised), 1949 (No.92) or ILO Accommodation of Crews (Supplementary Provisions) Convention, (No. 133) as applicable.
- (c) Documented inspections, by or under the authority of master and at intervals not exceeding 7 days, shall be carried out on board to ensure that any accommodation for

seafarers working or living on board, or both, is clean, safe, decent, maintained in a good state of repair and complied with the respective requirements.

#### **On-board recreational facilities (Regulation 3.1)**

9. (a) The shipowner shall provide seafarers with recreational facilities, amenities and services, as appropriate and adapted to meet the special needs of seafarers living and working on board ships, for the benefit of the seafarers, taking into account the provisions of item 11 on the health and safety protection and accident prevention in accordance with the requirements of Regulation 4.3 and Standard A4.3 of MLC 2006, as amended.
- (b) Without prejudice to the requirements of the MLC 2006, as amended, and taking into consideration the guidelines in Part B, the shipowner should as a basic requirement provide a television, reading materials and space for recreational activities. The seafarers shall be given reasonable access to ship-to-shore telephone communications, and email and Internet facilities, where available, with any charges for the use of these services being reasonable in amount.
- (c) The shipowner shall frequently review the recreational facilities and services to ensure that they are appropriate in the light of changes in the needs of seafarers resulting from technical, operational and other developments in the shipping industry.

#### **Food and catering (Regulation 3.2)**

10. (a) Every ship shall carry on board food and drinking water of appropriate quality, nutritional value and quantity to provide the seafarers free of charge. That shall adequately cover the requirements of the ship and shall take into account the number of seafarers on board and their different cultural and religious backgrounds, as well as the duration and nature of the voyage.
- (b) The organization and equipment of the ship's catering department shall be such as to permit the provision to seafarers of adequate, varied and nutritious meals prepared and served in hygienic conditions.
- (c) The catering service staff shall be properly trained or instructed for the performance of their functions in relation to their positions.
- (d) Documented inspections by or under the authority of the master at intervals not exceeding 7 days, shall be carried out on board ships with respect to:
  - (i) supplies of food and drinking water;
  - (ii) all spaces and equipment used for the storage and handling of food and drinking water; and
  - (iii) galley and other equipment for the preparation and service of meals.
- (e) Shipowner shall ensure that the seafarer, who is engaged as a ships' cook is trained, qualified and found competent. In addition, the ship's cook shall complete a

training course, approved or recognized by the DMA, which shall cover practical cookery, food and personal hygiene, food storage, stock control, and environmental protection and catering health and safety.

**Health and safety and accident prevention (Regulation 4.3)**

11. (a) The shipowner shall adopt, implement and promote effective policies and programmes related to occupational safety and health, including risk evaluation as well as training and instruction of seafarers with the purpose to prevent occupational accidents, injuries and diseases, including measures to reduce and prevent the risk of exposure to harmful levels of environmental factors and chemicals substances, as well as the risk of injuries or diseases that may arise from the use of equipment and machinery on board ships.
- (b) Shipowner shall provide seafarers with personal protective equipment or other accident prevention devices accompanied by provisions on the use of such equipment or protection devices.
- (c) Shipowner shall ensure that the machineries used on board are properly guarded and that its use without appropriate safety guards is prevented.
- (d) Shipowner shall ensure that on board programmes for the prevention of occupational accidents, injuries and diseases and for continuous improvement in occupational safety and health protection, involving seafarers' representatives and all other persons concerned in their implementation, taking into account preventive measures, including engineering and design control, substitution of processes and procedures for collective and individual tasks, and the use of personal protective equipment.
- (e) Shipowner conducting risk evaluation in relation to management of occupational safety and health shall refer to appropriate statistical information from their ships and from general statistics provided by the DMA.
- (f) Shipowner or master of the ship shall report to the DMA, occurrences of occupational accidents, injuries and diseases on board ships, and also any inspections and actions to correct the unsafe conditions. Any accident, injury or disease renders the crew unfit for work for more than 3 consecutive days or hospitalized for at least 24 hours shall be reported.
- (g) Shipowners shall specify
- (i) the duties of the master or a person designated by the master, or both, to take specific responsibility for the implementation of and compliance with the ship's occupational safety and health policy and programme; and
  - (ii) the authority of the ship's seafarers appointed or elected as safety representatives to participate in meetings of the ship's safety committee. Such a committee shall be established on board a ship on which there are five or more seafarers.

- (h) Shipowner shall ensure that the ILO code of practice entitled Accident prevention on board ship at sea and in port, 1996, and subsequent versions, other related ILO and other international standards and guidelines and codes of practice regarding occupational safety and health protection, including any exposure levels that they may identify, and the latest version of the Guidance on eliminating shipboard harassment and bullying jointly published by the International Chamber of Shipping and the International Transport Workers' Federation are taken into account for the effective implementation of the policies and programmes related to the occupational safety and health protection ensuring that seafarers live, work and train on board ship in a safe and hygienic environment.

In addition, shipowner shall ensure that the implications for health and safety are taken into account, particularly in the following areas:

- (i) emergency and accident response;
- (ii) the effects of drug and alcohol dependency;
- (iii) HIV/AIDS protection and prevention; and
- (iv) harassment and bullying.

#### **On-board medical care (Regulation 4.1)**

12. (a) Shipowner shall provide all seafarers with coverage through an insurance policy that guarantees the protection of health at no cost to the seafarers as well as prompt and adequate access of seafarers to medical care while working on board. The insurance policy coverage shall last for the period of the seafarers' employment agreement.
- (b) Shipowner shall ensure that:
- (i) seafarers have the right to visit a qualified medical doctor or dentist without delay in ports of call, where practicable;
  - (ii) medical care, including essential dental care, and health protection services while a seafarer is on board ship or ashore are provided at no cost to the seafarer; and
  - (iii) there are measures for medical care to be of preventive character such as health promotion and education programmes.
- (c) Every ship shall carry on board a medicine chest, medical equipment and medical guide in accordance with the specifications indicated in the most recent edition of the International Medical Guide for ships and the Medical First Aid Guide for Ships on board of the ILO/IMO/WHO, the Medical First Aid Guide for Use in Accidents Involving Dangerous Goods of the IMO and the Document for Guidance—International Maritime Seafarers Training Guide of the ILO/IMO/WHO, as well as similar national guides, consistent with the ship's dimensions.

- (d) Ships carrying one hundred or more persons on board and ordinarily engaged on international voyages of more than three days' duration shall carry on board a qualified doctor who is responsible for providing medical care.
- (e) Ships which do not carry a medical doctor shall be required to have at least one seafarer who has satisfactorily completed training in medical care in accordance with the requirements of the STCW Convention 1978, as amended.
- (f) The format of the medical report form prescribed by the DMA shall be used by master and relevant on shore and on-board medical personnel.

**On-board complaint procedures (Regulation 5.1.5)**

- 13. (a) Shipowner shall ensure that all ships have a set of on-board complaint procedures, as required under Regulation 5.1.5 and Standard A 5.1.5 of the MLC 2006, as amended, for the fair, effective and expeditious handling of seafarer complaints alleging breaches of the requirements of MLC 2006, as amended, including seafarers' right.
- (b) The on-board complaint procedures shall include the right of the seafarer to be accompanied or represented during the complaint procedure, as well as safeguards against the possibility of victimization of seafarers for filing complaints. The term "victimization" covers any adverse action taken by any person with respect to a seafarer for lodging a complaint which is not manifestly vexatious or maliciously made.
- (c) Shipowner shall ensure that all seafarers working on board any ship are provided with a copy of the on-board complaint procedures applicable on the ship. This shall include contact information for the DMA and, where different, the competent authority in the seafarers' country of residence, and the name of a person or persons on board the ship who is able to, on a confidential basis, provide seafarers with impartial advice on their complaint and otherwise assist them in following the complaint procedures available to them on board the ship.
- (d) Shipowner shall ensure that such procedures shall seek to resolve complaints at the lowest level possible. However, seafarers have the right to submit their complaints directly to the master and to appropriate external authorities.

**Payment of wages (Regulation 2.2)**

- 14. (a) Shipowner shall ensure that payments due to seafarers under employment are made at no greater than monthly intervals and in accordance with the seafarers' employment agreement and any applicable collective bargaining agreement.
- (b) Shipowner shall ensure that seafarers are entitled to an account each month indicating their monthly wage, additional payments, the rate of exchange used where payment has been made in a currency or at a rate different from the one agreed to and any authorized deductions, such as allotments.

- (c) The rate of currency exchange shall not be unfavorable to the seafarers.
- (d) Shipowner shall take measures to provide seafarers with a means to transmit all or part of their earnings to their families or dependents or legal beneficiaries. Measures to ensure that seafarers are able to transmit their earnings to their families include:
  - (i) a system for enabling seafarers, at the time of their entering employment or during it, to allot, if they so desire, a proportion of their wages for remittance at regular intervals to their families by bank transfers or similar means; and
  - (ii) a requirement that allotments should be remitted in due time and directly to the person or persons nominated by the seafarers.
- (e) Any charge for the service under paragraph (d) above shall be reasonable in amount.
- (f) Where a seafarer is held captive on or off the ship as a result of acts of piracy or armed robbery against ships, wages and other entitlements under the seafarers' employment agreement, relevant collective bargaining agreement or applicable national laws, including the remittance of any allotments as provided in Standard A 2.2.4 of the MLC 2006, as amended, shall continue to be paid during the entire period of captivity and until the seafarer is released and duly repatriated in accordance with Standard A 2.5.1 of the MLC 2006, as amended, or, where the seafarer dies while in captivity, until the date of death as determined in accordance with applicable national laws or regulations. The terms piracy and armed robbery against ships shall have the same meaning as in item 4, subparagraph (h).

**Financial security for repatriation** (Regulation 2.5)

- 15. (a) Shipowner shall ensure there is in force a contract of insurance or other financial security adequate to ensure that the shipowner will be able to meet any liabilities the shipowner may have arising from his obligation to repatriate a seafarer that meets the requirements of Standard A 2.5.2 of the MLC 2006, as amended.
- (b) Shipowner shall ensure to carry on board a certificate or other documentary evidence of the contract of insurance or other financial security issued by the financial security provider, approved or recognized by the DMA. A copy shall be posted in a conspicuous place on board available to the seafarers.
- (c) 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. A seafarer shall be deemed to have been abandoned where, in violation of the requirements of MLC 2006, as amended, or the terms of the seafarers' employment agreement, the shipowner:
  - (i) fails to cover the cost of the seafarer's repatriation; or
  - (ii) has left the seafarer without the necessary maintenance and support; or
  - (iii) has otherwise unilaterally severed their ties with the seafarer including failure to pay contractual wages for a period of at least two months.

- (d) Where more than one financial security provider provides cover, the document provided by each provider shall be carried on board.
- (e) The certificate or other documentary evidence shall contain the information required in Appendix A 2-I of the MLC 2006, as amended, and shall be in English or accompanied by an English translation.
- (f) The entitlement to repatriation may lapse if the seafarers concerned do not claim it within two years from the date when the seafarers were expatriated or a reasonable period of time determined by national laws or regulations or applicable collective bargaining agreements, except where they are held captive on or off the ship as a result of acts of piracy or armed robbery against ships. The terms *piracy* and *armed robbery against ships* shall have the same meaning as in item 4, paragraph (h).

**Financial security relating to shipowner's liability (Regulation 4.2)**

- 16.
- (a) Shipowner shall ensure there is in force a contract of insurance or other financial security adequate to ensure that the shipowner will be able to meet any liabilities the shipowner may have to provide compensation in the event of death or long-term disability to seafarers arising from an occupational injury, illness or hazard, that meets the requirements of Standard A 4.2.1 of the MLC 2006, as amended.
  - (b) A seafarer, or his next of kin, or his representative or designated beneficiary shall not be pressured to accept a payment of an amount less than any compensation for death or long-term disability due to the seafarer.
  - (c) Shipowner shall ensure to carry on board a certificate or other documentary evidence of financial security issued by the financial security provider, approved or recognized by the DMA. A copy shall be posted in a conspicuous place on board where it is available to the seafarers.
  - (d) Where more than one financial security provider provides cover, the document provided by each provider shall be carried on board.
  - (e) The certificate or other documentary evidence of financial security shall contain the information required under Appendix A 4-I of the MLC 2006, as amended, and shall be in English or accompanied by an English translation.
  - (f) Parties to the payment of a compensation claim shall use the Model Receipt and Release Form set out in Appendix B 4-I of the MLC 2006 and as amended.

Name: .....

Title: .....

Signature: .....

Place: .....

Date: .....

(Seal or stamp of the authority, as appropriate)

Substantial equivalencies

(Note: Strike out the statement which is not applicable)

The following substantial equivalencies, as provided under Article VI, paragraphs 3 and 4, of the “MLC 2006, as amended”, except where stated above, are noted (insert description if applicable):

.....  
.....

No equivalency has been granted.

Name: .....  
Title: .....  
Signature: .....  
Place: .....  
Date: .....

(Seal or stamp of the authority, as appropriate)

Exemptions

(Note: Strike out the statement which is not applicable)

The following exemptions granted by the competent authority as provided in Title 3 of the “MLC 2006, as amended”, are noted:

.....  
.....

No exemption has been granted.

Name: .....

Title: .....

Signature: .....

Place: .....

Date: .....

(Seal or stamp of the authority, as appropriate)