

DRAFT
MINISTRY OF PORTS, SHIPPING AND WATERWAYS
NOTIFICATION

New Delhi, the _____ 2026

G.S.R. _____ (E) — In exercise of the powers conferred by section 57, sub-section (1) of section 63, sub-section (2) of section 64, section 65, section 66, sub-section of section 67, sub-section (2) of section 67, section 68, section 69, section 70, section 72, section 75, sub-section (1) of section 76 , sub-section (1) of section 77, section 78 and section 113 of the Merchant Shipping Act, 2025 (24 of 2025), and in supersession of the Merchant Shipping (Maritime Labour) Rules, 2016, except as respects things done or omitted to be done before such supersession, the Central Government hereby makes the following rules, namely: —

CHAPTER I

Preliminary

1. Short title and commencement. —

- (1) These rules may be called the **Merchant Shipping (Maritime Labour) Rules, 2026**.
- (2) They shall come into force on the date of their publication in the Official Gazette.

2. Applicability. — These rules shall apply to all seafarers and ships registered under the Act, but do not apply to —

- (1) ships which navigate exclusively in inland waters or waters within, or closely adjacent to, sheltered waters or areas where any law for the time being in force relating to ports apply;
- (2) ships engaged in fishing activities;
- (3) traditionally built ships such as dhows and junks; and
- (4) ships of war or naval auxiliaries.

3. Definitions. —

- (1) In these rules, unless the context otherwise requires, —
 - a) "Act" means the Merchant Shipping Act, 2025 (24 of 2025);
 - b) **“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 onboard such a ship, within a country’s internal waters,**

archipelagic waters and territorial sea, or any act of inciting or of intentionally facilitating an act described above.

- c) **“Collective bargaining agreement”** for these rules means **an agreement signed, from time to time, between the union of seafarers and the association of ship owners for employment of seafarers onboard Indian flag ships;**
 - d) **“Form”** means the Form appended to these rules;
 - e) **“International voyage”** means a voyage from a country to a port outside such a country or from a port or between two ports in a country outside India;
 - f) **“Night”** means a period of at least nine hours starting from 2100 hours and ending at 0600 hours of the time zone at the location of the ship.
 - g) **“Piracy”** shall have the same meaning as assigned in Article 101 of the United Nations Convention on the Law of the Sea, 1982;
 - h) **“Recognised Organisations”** means a person or body of persons authorised by the Director-General for the purpose of implementation of these rules;
 - i) **“Seafarers' Employment Agreement”** is as defined under section 63 of the Act.
 - j) **“Specified”** means specified by the Director-General through a Merchant Shipping Notice.
 - k) **“Union of seafarers”** means any combination, whether temporary or permanent, formed primarily for the purpose of regulating the relations between seafarer and employers or between seafarers and seafarers, or between employers and employers, or for imposing restrictive conditions on the conduct of any trade or business, and includes any federation of two or more Trade Unions and operating under the provisions of the Trade Union Act 1926, as amended, from time to time.
 - l) **“Ship owner”** means as defined under sub-section 1(c) of section 55 of the Act.
 - m) **“Recruitment and placement service”** means as defined under sub-section 1(c) of section 55 of the Act.
- (2) Words and expressions used in these rules and not defined but defined in the Act shall have the same meaning as assigned to them in the Act.

CHAPTER II

Minimum requirements for seafarers to work on ships

4. Minimum age. —

- (1) No person below the age of sixteen years shall be employed or engaged to work on a ship,

- (2) No person below the age of eighteen years shall be engaged to work at night, or work jeopardising their health and safety or any other hazardous work as may be notified by the Director-General with the approval of Central Government from time to time.

5. Medical fitness certificate. — The form and authority for grant of medical certificate shall be as prescribed under the **Merchant Shipping (Medical Examination) Rules, 2026** made under the Act.

CHAPTER III

Conditions of employment

6. Seafarers' employment agreements.—

- (1) Every Indian flag ship shall comply with the following requirements regarding Seafarers' Employment Agreement, namely:-

- a) Seafarers' employment agreement to incorporate any applicable collective bargaining agreements. In such case, a copy of such agreement shall be available onboard. The Seafarers' Employment Agreement and any applicable collective bargaining agreement shall be in English.
- b) Seafarers working on Indian flag ships shall have a Seafarers' Employment Agreement signed by both the seafarer and the ship owner or a representative of the ship owner or where they are not employees, evidence of contractual or similar arrangements providing them with decent working and living conditions onboard the ship as required by the Act and the rules made thereunder;
- c) Seafarers signing a Seafarers' Employment Agreement shall be given an opportunity to examine and seek advice on the agreement before signing, and 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;
- d) The ship owner and seafarer concerned shall each have a signed original of the Seafarers' Employment Agreement;
- e) The ship owner shall ensure that clear information as to the conditions of the employment is easily obtained onboard by seafarers, including the master of the ship and that such information including a copy of the Seafarers' Employment Agreement is accessible to the Director-General or any other entity so notified including port state authorities in ports to be visited;
- f) At the end of, or termination of, contract, every seafarer's continuous discharge certificate shall be endorsed with record of employment onboard the ship.

- (2) Where a collective bargaining agreement in full or part forms part of a Seafarers' Employment Agreement, a copy of that agreement shall be made available onboard.

- (3) The ship owner or its licensed recruitment and placement service provider shall **submit the seafarer employment agreement with the shipping master online.**
- (4) Seafarers' employment agreements shall, in all cases, contain the particulars mentioned in Form VIII appended to these rules, Inter-alia,
- (5) The minimum period of notice to be given by the seafarers and ship owners for the early termination of a Seafarers' Employment Agreement shall be in accordance with the collective bargaining agreement or seafarer employment agreement, but in any case shall not be shorter than seven (7) days.
- (6) A period of notice shorter than the minimum period as in sub-rule (5) may be given in circumstances which are recognised under the applicable collective bargaining agreements as justifying termination of the employment agreement at shorter notice or without notice and in determining these circumstances, it shall be ensured by the ship owner that the need of the seafarer to terminate, without penalty, the employment agreement on shorter notice or without notice for compassionate or other urgent reasons is taken into account.
- (7) Seafarers' entitlement for compensation from the ship owner in case of injury, loss or unemployment arising from loss of the ship or foundering shall be specified in the collective bargaining agreement or the Seafarers' Employment Agreement.
- (8) 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.
- (9) **The Seafarers' Employment Agreement shall continue to have effect for the period of detention or arrest of the ship until the disembarkation of the seafarer in case the seafarer has continued to render services onboard such ship notwithstanding the termination or expiry of the Seafarers' Employment Agreement.**

7. Wages.—

- (1) The ship owner shall make payments due to seafarers working onboard their ships at no greater than monthly intervals.

Notwithstanding sub-rule (1), in case any collective bargaining agreement for the wages mentions a lesser period but not higher than monthly intervals, the same shall be applicable.

- (2) In case wages are not paid in monthly intervals, along with wages ship owner shall also **pay interest at the rate of six (6) percent per annum** basis the monthly wages per day of non-payment until such payment is made, **subject to conditions as prescribed in the Act.** *Such interest* shall be payable on the fifteenth of every month

- (3) The ship owner shall ensure that seafarers are given a monthly account of the payments due and the amounts paid, including wages, additional payments and the rate of exchange used where payment has been made in foreign currency.
- (4) The ship owner 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.
- (5) The ship owner shall formulate measures to ensure that seafarers are able to transmit their earnings to their families which include:-
- a) 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;
 - b) a requirement that allotments shall be remitted in due time and directly to the person or persons nominated by the seafarers;
 - c) any charge for the service under sub-rule (4) and clauses (a) and (b) of sub-rule (5) shall be reasonable in amount, and unless otherwise provided the rate of currency exchange shall be at the prevailing market rate or the official rate prescribed by the Reserve Bank of India and not be unfavourable to the seafarer.
- (6) **In the absence of any applicable acceptable Collective Bargaining Agreement, the wages payable as per the Seafarers' Employment Agreement shall be in accordance with the applicable provisions as laid down in the Maritime Labour Convention as decided from time to time by the Joint Maritime Commission.**
- (7) **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, including repatriation, under the Seafarers' Employment Agreement, relevant collective bargaining agreement or these rules, as applicable including the remittance of any allotments as provided in sub-rule (5), shall continue to be paid and ensured by the ship-owner during the entire period of captivity and until the seafarer is released and duly repatriated in accordance with rule 11 or, where the seafarer dies while in captivity, until the date of death as determined in accordance with rule 8.**

Explanation. — For the purposes of this sub-rule, the terms “piracy” and “armed robbery against ships” shall have the same meaning as assigned in sub-rule (8) of rule 7.”

8. Hours of work and rest. —

- (1) For the purpose of these rules, the term.-
- a) “hours of work” means time during which seafarers are required to do work on account of the ship;

- b) "hours of rest" means time outside the hours of work but does not include short breaks or meal breaks up to one hour during the hours of work.
- (2) The normal working hours standard for seafarers shall not exceed an eight-hour day with one-day rest per week and rest on public holidays as per collective bargaining agreement or Seafarers' Employment Agreement.
- (3) The ship owner shall adopt minimum hours of the rest which shall be,-
- a) not less than ten (10) hours in any twenty-four (24) hour period; and
- b) not less than seventy-seven (77) hours in total for a period of seven (7) days in different spells.
- (4) Minimum ten (10) hours of rest may be divided into no more than **two 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.
- (5) Musters, fire-fighting and lifeboat drills, and drills provided by the Act and rules made thereunder and by the International instruments shall be conducted in a manner that minimises the disturbance of rest period and does not induce fatigue.
- (6) When a seafarer is on call, such as when a machinery space is unattended, the seafarer shall have an adequate compensatory rest period if the normal period of rest is disturbed by call-outs to work.
- (7) If no collective bargaining agreement or arbitration award exists or if the Director-General determines that the provisions in the agreement or award in respect of **sub-rule (5) or sub-rule (6)** are inadequate, the Director-General may specify such provisions to ensure the seafarers concerned to have sufficient rest.
- (8) The ship owner shall ensure the posting, in an easily accessible place, of a table with the shipboard working arrangements, which shall contain for every position at least.—
- a) the schedule of service at sea and service in port; and
- b) the minimum hours of rest as agreed upon within the frame-work of the applicable collective bargaining agreements.
- (9) The table referred to in **sub-rule (8)** shall be established in a standardised format as specified by the Director-General in the working language or languages of the ship and in English.
- (10) The ship owner shall maintain records of seafarers' daily hours of rest to allow monitoring of compliance with the provision of **sub-rules (3) to (9)**.
- (11) The records shall be in a standardised format specified by the Director-General taking into account any available guidelines of the International Labour

Organisation and the format shall be in any standard format prepared by the Organisation in the languages required by **sub-rule (9)**.

(12) Copy of the records pertaining to the seafarers shall be endorsed by the master or a person authorised by the master.

(13) In case of exceptional circumstances-

a) nothing contained in this rule shall prevent 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 onboard or cargo, or for the purpose of giving assistance to other ships or persons in distress at sea;

b) in accordance with the provisions of clause (a), 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;

c) 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.

(14) Regarding relaxations, it shall be as prescribed under the Merchant Shipping (Standards of Training, Certification and Watch-keeping for Seafarers) Rules, 2026.

(15) For young seafarers under the age of 18-

a) working hours should not exceed eight (8) hours per day and forty (40) hours per week.

b) overtime should only be allowed where unavoidable for safety reasons.

c) Break of at least one (1) hour for the main meal of the day should be assured a 15-minute rest period as soon as possible following each two hours of continuous work should be allowed.

d) The above are subject to exceptions, such as:

(i) they are impracticable for young seafarers in the deck, engine room and catering departments assigned to watch-keeping duties or working on a rostered shift-work system; or

(ii) the effective training of young seafarers in accordance with established programmes and schedules would be impaired.

Such exceptions shall be recorded, with reasons and signed by the Master. However, such exceptions does not exempt young seafarers from the general obligation on all seafarers to work during any emergency.

9. Entitlement to Leave. —

- (1) The ship owner shall establish the following operational parameters and practices to ensure that seafarers are provided with the adequate leave, namely:-
 - a) seafarers employed on ships shall be given paid annual leave of at least 2.5 calendar days per month of employment or pro rata. Justified absences from work shall not be considered as annual leave;
 - b) seafarers shall be granted shore leave (**if permitted by port authorities**) of adequate period to safe-guard their health and well-being and with the operational requirements of their positions.
- (2) Any agreement to forgo the minimum annual leave with pay specified in this rule, except in cases provided for by the Director-General, shall be prohibited; provided that, the division of annual leave into parts, or the accumulation of such annual leave due in respect of one (1) year together with a subsequent period of leave is authorised subject to mutual agreement between the ship owner and the seafarer concerned.

10. Repatriation. —

- (1) The ship owner shall ensure that seafarer on their ships are repatriated in the following circumstances without any cost to the seafarers, namely:-
 - a) if the Seafarers' Employment Agreement expires while they are abroad;
 - b) when the Seafarers' Employment Agreement is terminated-
 - (i) by the ship owner; or
 - (ii) by the seafarer, for justified reasons, as per collective bargaining agreement/seafarer employment agreement; and also
 - c) when the seafarers are no longer able to carry out their duties under their employment agreement or cannot be expected to carry them out in the specific circumstances, as per collective bargaining agreement/seafarer employment agreement;
 - d) on compassionate grounds as per collective bargaining agreement/seafarer employment agreement;
 - e) in the event of their abandonment.

Explanation. — For the purposes of this clause, a seafarer shall be deemed to have been abandoned as prescribed in the Act.

- (2) The ship owner shall ensure that there are appropriate provisions in collective bargaining agreements, specifying:-
 - a) the circumstances in which seafarers are entitled to repatriation in accordance with the provisions of clauses (b) and (c) of sub-rule (2);

- b) the maximum duration of service periods onboard following which a seafarer is entitled to repatriation – **which shall be less than eleven (11) months**; and
 - c) the precise entitlements to be accorded by ship owners for repatriation, including those relating to the destinations of repatriation, the mode of transport, the items of expense to be covered and other arrangements to be made by ship owners.
- (3) The ship owner shall not make any provision requiring that seafarers make an advance payment towards the cost of repatriation at the beginning of their employment, and also from recovering the cost of repatriation from the wages of seafarers or other entitlements except where the seafarer has been found, as per the applicable collective bargaining agreements, to be in default of the seafarer's employment obligations.
- (4) Nothing contained in this rule shall prejudice any right of the ship owner to recover the cost of repatriation under third-party contractual arrangements.
- (5) Each ship owner shall make available to seafarers onboard, a copy of the applicable provisions regarding repatriation in English.
- (6) If a ship owner fails to make arrangements for or to meet the cost of repatriation of seafarers who are entitled to be repatriated-
- a) the Director-General shall arrange for repatriation of the seafarers concerned or the country from which the seafarers are to be repatriated or the country of which they are a national may arrange for their repatriation and in all such cases the cost shall be recovered from the financial security referred to in **sub-rule (12) of rule 10**;
 - b) the expenses of repatriation shall in no case be a charge upon the seafarers, except as provided for in **sub- rule (3)**.
- (7) Taking into account the applicable international instruments, including the International Convention on Arrest of Ships, 1999, the Director-General who has arranged the cost of repatriation pursuant to this rule may detain, or request the detention of, the ship of the owner of the concerned ship until the reimbursement has been made in accordance with **clause (a) of sub-rule (6) of Rule 12**;
- (8) Director-General shall facilitate the repatriation of seafarers serving on ships, which call at its ports or pass through its territorial or internal waters, and their replacement onboard;
- (9) In particular, the right of repatriation to any seafarers shall not be refused due to financial circumstances of the ship owner or for the inability of the ship owner or unwillingness to replace a seafarer.
- (10) Every ship to which these rules apply shall carry a certificate or other documentary evidence of financial security issued by the financial security

provider **(as approved by the Director-General)** and a copy of the same shall be posted in a conspicuous place onboard where it is available to the seafarers. Where there is more than one financial security provider, the document provided by each provider shall be carried onboard.

- (11) The certificate or documentary evidence of financial security shall contain the information as required in **Form I**.
- (12) Financial security system shall be sufficient to cover the following, namely.—
 - a) outstanding wages and other entitlements due from the ship owner to the seafarer under the employment agreement, the relevant collective bargaining agreement, limited to four (4) months of any such outstanding wages and four months of any such outstanding entitlements;
 - b) all expenses reasonably incurred by the seafarer, including the cost of repatriation referred to **sub-rule (14)**;
- (13) the essential needs of the seafarer including such items, namely, adequate food, clothing where necessary, accommodation, drinking water, essential fuel for survival on board the ship, necessary medical care and any other reasonable costs or charges from the act or omission constituting the abandonment until the seafarer's arrival at home.
- (14) Cost of repatriation shall cover travel by appropriate and expeditious means, normally by air, and include provision for food and accommodation of the seafarers from the time of leaving the ship until arrival at the seafarer's home, necessary medical care, passage and transport of personal effect and any other reasonable costs or charges arising from the abandonment.
- (15) The financial security shall not cease before the end of the period of validity of the financial security.
- (16) If the providers of financial security has made any payment to any seafarers in accordance with the provisions of these rules, such provider shall, up to the amount it has paid and in accordance with the applicable law, acquire by subrogation, assignment or otherwise, the right which the seafarers would have enjoyed.
- (17) **The entitlement to repatriation may lapse if the seafarers concerned do not claim it within a period of three (3) years or as provided in the collective agreements, except where they are held captive on or off the ship as a result of acts of piracy or armed robbery against ships.**

Explanation. — For the purposes of this sub-rule, the terms piracy and armed robbery against ships shall have the same meaning as assigned in sub-rule (8) of rule 7.

11. Seafarer compensation for the ship's loss or foundering. —

- (1) The indemnity as required under section 68 of the Act shall be specified in the collective bargaining agreement.
- (2) The indemnity against unemployment resulting from a ship's foundering or loss should be paid for the days during which the seafarer remains in fact unemployed at the same rate as the wages payable under the employment agreement, but the total indemnity payable to any one seafarer may be limited to two (2) months' wages.
- (3) The seafarers shall have the same legal remedies for recovering such indemnities as they have for recovering arrears of wages earned during the service.
- (4) The provision of **sub-rule (1)** shall be without prejudice to any other rights a seafarer may have under any other law for the time being in force for losses or injuries arising from a ship's loss or foundering.
- (5) **If a seafarer having signed an agreement is discharged otherwise than in accordance with the terms thereof, without fault on his part justifying the discharge and without his consent, he shall be entitled to receive from the master or ship owner or his agent, in addition to any wages, which he may have earned, as due compensation for the damage caused to him by the discharge, such sum as the shipping master may fix having regard to the circumstances relating to the discharge, which may be recovered as wages.**
- (6) **The compensation so payable under sub-rule (5) shall not exceed—**
 - a) **in the case of a seafarer who has been discharged before the commencement of a voyage, one month's wages; and**
 - b) **in the case of a seafarer who has been discharged after the commencement of a voyage, three month's wages.**

12. Manning levels. — Manning levels shall be in accordance with the Merchant Shipping (Safety of Navigation) Rules, 2026 made under the Act.

13. Career and skill development and opportunities for seafarers' employment.

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- (1) The Director-General shall encourage career and skill development to strengthen seafarers' competencies, qualifications and employment opportunities for seafarers, in order to provide the maritime sector with a stable and competent workforce.
- (2) The Director-General, after consulting the ship owners and seafarers' organisations concerned, establish clear objectives for the vocational guidance, education and training of seafarers whose duties onboard ship primarily relate to the safe operation and navigation of the ship, including ongoing training.

CHAPTER IV

14. Accommodation and recreational facilities. —

- (1) Accommodation and recreational facilities onboard ships shall be in accordance with **Merchant Shipping (Crew Accommodation) Rules, 2026 and Merchant Shipping (Seafarers' Accommodation) Rules, 2026.**
- (2) The inspections required **under rule 24** shall be carried out when.-
 - a) ship is registered or re-registered; or
 - b) the seafarer accommodation on a ship has been substantially altered.

15. Food and catering. —

- (1) The ship owner shall provide, **free of cost to seafarer**, variety food of required quality, quantity and nutritional value and water, including drinking water which covers the requirement of the complement onboard the ship, their religious requirements and cultural practices pertaining to food, duration and nature of voyage.
- (2) The organisation and equipment of catering department shall be such as to permit the provision of adequate, varied and nutritious meals prepared and served in hygienic conditions.
- (3) The quality and quantity of food supplied shall be in conformity with the collective bargaining agreement or as may be specified by the Director-General.
- (4) Catering staff shall be trained or instructed for their positions onboard ship.
- (5) **Seafarers employed as ships' cooks with responsibility for food preparation must be trained and qualified for their position onboard ship.**
- (6) On ships operating with a specified manning of less than ten which, by virtue of the size of the crew or the trading pattern, may not be required to carry a fully qualified cook, anyone processing the food in the galley shall be trained or instructed in areas including food and personal hygiene and handling and storage of food onboard ship.
- (7) In the case of exceptional necessity, the Director-General may, issue a dispensation permitting a non-fully qualified cook to serve in a specified ship for a specified period, until the next convenient port of call or for a period not exceeding one (1) month:

Provided that the person to whom the dispensation is issued is trained or instructed in areas including food and personal hygiene and handling and storage of food onboard ship.

- (8) The ship owner shall ensure that frequent documented inspections are carried out onboard ships, by or under the authority of the master, with respect to—
- a) supply of food, water and drinking water;
 - b) all spaces and equipment used for the storage and handling of food, water and drinking water; and
 - c) galley and other equipment for the preparation and service of meals.
- (9) No seafarer under the age of eighteen shall be employed or engaged or work as a cook with the ship.

CHAPTER V

Health protection, Medical care, Welfare and Social protection

16. Medical care onboard ship and ashore.—

- (1) The ship owner shall adopt such measures for providing protection of health and medical care, including essential dental care, at no cost to the seafarers, for seafarers working onboard a ship which —
- a) ensure the application to seafarers, of any general provisions on occupational protection of health and medical care relevant to their duties, and of special provisions specific to work onboard ship whilst working onboard;
 - b) ensure that seafarers are given protection of health and medical care including prompt access to the necessary medicines, medical equipment in accordance with the provisions of the **Merchant Shipping (Medical Examination) Rules 2026** and facilities for diagnosis and treatment and to medical information and expertise;
 - c) give seafarers the right to visit a qualified medical practitioner or dentist without delay in ports of call, where practicable, at no cost to the seafarer;
 - d) ensure that medical care and protection of health services while a seafarer is onboard ship or landed in a foreign port are provided free of charge to seafarers; and are not limited to treatment of sick or injured seafarers but include measures of a preventive character such as health promotion and health education programmes.
- (2) The ship owner shall adopt a standard medical report form for use by the masters of the ship and relevant onshore and onboard medical personnel as specified by the Director-General and the form when completed, its contents shall be kept confidential and shall only be used to facilitate the treatment of seafarers.
- (3) The Ship to which **Merchant Shipping (Medical Examination) Rules 2026** apply shall carry medical practitioner onboard.

- a) The ship which does not carry a medical practitioner shall be required to have either at least one seafarer onboard who is in charge of medical care and administering medicine as part of their regular duties or at least one seafarer onboard competent to provide medical first aid.
 - b) Persons in charge of medical care on board who are not medical practitioner shall have satisfactorily completed training in medical care that meets the requirements of Standard of Training Certification and Watch Keeping Convention.
- (4) Seafarers designated to provide medical first aid shall have satisfactorily completed training in medical first aid that meets the requirements of Standard of Training Certification and Watch keeping.
- (5) Regarding medical advice,
- a) The ship owner shall ensure by a prearranged system that medical advice by radio or satellite communication to ships at sea, including specialist advice is available on all twenty-four hours of a day.
 - b) Such medical advice, including the onward transmission of medical messages by radio or satellite communication between a ship and those ashore giving the advice, shall be available free of charge to all ships irrespective of the flag that they fly.

17. The Liability of the Ship owner. —

- (1) The ship owner shall ensure to provide seafarers employed on the ships with a right to material assistance and support with respect to the financial consequences of sickness, injury or death occurring while they are serving under a seafarers' employment agreement or arising from their employment under such agreement.
- (2) Nothing contained in sub-rule (1) shall affect any other legal remedy available to a seafarer under any law for the time being in force.
- (3) The ship owner shall be responsible for protection of health and medical care of all seafarers working onboard the ship in accordance with the following minimum standards, namely.—
 - a) The ship owner shall be liable to bear the costs for seafarers working on their ship in respect of sickness and injury of the seafarers occurring between the date of commencing of the duty and the date upon which they are deemed duly repatriated, or arising from their employment between those dates;
 - b) The ship owner shall provide financial security to assure compensation in the event of the death or long-term disability of seafarers due to an occupational injury, illness or hazard, as set out in the Seafarers' Employment Agreement or collective bargaining agreement;

- c) The ship owner shall be liable to defray the expense of medical care, including medical treatment and the supply of the necessary medicines and therapeutic appliances, and boarding and lodging away from home until the sickness or incapacity has been declared to be of a permanent character; and
 - d) The ship owner shall be liable to pay the cost of funeral expenses in the case of death occurring onboard or ashore during the period of engagement.
- (4) The Director-General may limit the liability of the ship owner to defray the expenses of medical care and aboard and lodging to a period, which shall not be less than sixteen weeks from the day of the injury or the commencement of the sickness.
- (5) Where the sickness or injury results in incapacity for work, the ship owner shall be liable.-
- a) to pay full wages till the sick or injured seafarers remain onboard or until the seafarers have been repatriated in accordance with the collective bargaining agreement;
 - b) to pay wages in whole or in part in accordance with the provisions of law for the time being in force or as provided for in collective agreement from the time when the seafarers are repatriated or landed until their recovery or, if earlier, until they are entitled to cash benefit under the law for the time being in force.
- (6) The Director-General may limit the liability of the ship owner to pay wages in whole or in part in respect of seafarers no longer onboard to period, which shall not be less than sixteen weeks from the days of the injury or the commencement of the sickness.
- (7) The Director-General may exclude the ship owner from liability in respect of—
- a) injury, not sickness, incurred otherwise than in the service of the ship; injury or sickness due to the willful misconduct of the sick, injured or deceased seafarers; and
 - b) sickness or infirmity intentionally concealed when the engagement is entered into.
- (8) The Director-General may exempt the ship owner from liability to defray the expense of medical care and board and lodging and funeral expenses in so far as such liability is assumed by the public authorities.
- (9) The ship owner or his representatives shall take measures for safeguarding property left onboard by sick, injured or deceased seafarers and for returning it to them or to their next of kin.
- (10) The ship owner shall ensure that the system of financial security to assure compensation as provided in **clause (b) of sub-rule (3)** for contractual claims, meet the following minimum requirements, namely:—

- a) the contractual compensation, as set out in the Seafarers' Employment Agreement and without prejudice to **clause (c) sub- rule (10)**, shall be paid in full and without delay;
 - b) there shall be no demand to accept a payment less than the contractual amount;
 - c) whereas the nature of the long-term disability of a seafarers makes it difficult to assess the full compensation to which the seafarers may be entitled, an interim payment shall be made to the seafarers so as to avoid undue hardship;
 - d) the seafarers shall receive payment in accordance with the provisions of **sub-rule (3)**, without prejudice to other legal right, but such payment **may be offset by the ship-owner against any damages resulting from any other claim made by the seafarers against the ship owner** and arising from the same incident; and
 - e) the claim for concerned compensation may be brought directly by the seafarers concerned, or their next of kin, or a representative of the seafarers or designated beneficiary.
 - f) the evidence of financial security shall be as per **Form II**.
- (11) The ship owner shall not cancel or terminate the financial security without giving a notice in writing to the seafarer.
- (12) The ship owner shall ensure that no financial security shall be cancelled or terminated by the provider of the financial security without giving notice of at least thirty days in advance, to the Director-General by the provider of financial security.
- (13) Regarding evidence of financial security,
- a) The ship owner shall ensure that his ships carry on board a certificate or other documentary evidence of financial security issued by the financial security provider and copy of the same shall be posted in a conspicuous place onboard where it is available to the seafarers;
 - b) Where more than one financial security provider provides the cover, the document provided by each provider shall be carried onboard.
- (14) Financial security shall not cease before the end of the period of validity of the financial security unless the financial security providers has given prior notification of at least thirty days to the competent authority of the flag State.
- (15) Financial security shall provide for the payment of all contractual claims covered by it, which arise during the period for which the document is valid.
- (16) The certificate, other documentary evidence of financial security shall contain the information specified in **Form-II** and it shall be in English or accompanied by an English translation.

- (17) For the purposes of **sub-rule (10)**, the term “contractual claim” means any claim which relates to death or long-term disability of seafarers due to an occupational injury, illness or hazard as set out in the Seafarers’ Employment Agreement or collective bargaining agreement.
- (18) The system of financial security, as provided in **sub-rule (10)**, may be in the form of a social security scheme or insurance or fund or other similar arrangements. The form of the financial security shall be determined by the Director-General after consultation with the ship owners’ and seafarers’ organisations concerned.
- (19) The ship owner shall receive, deal with and impartially settle contractual claims relating to compensation referred to in this rule through expeditious and fair procedures.

18. Health and safety protection and prevention of accident. —

- (1) Reasonable precautions to be taken to prevent occupational accidents, injuries and diseases onboard ship, including the provision of all necessary appropriately sized personal protective equipment and measures to reduce and prevent the risk of exposure to harmful levels of ambient factors and chemicals, as well as the risk of injury or disease that may arise from the use of equipment and machinery onboard ships.
- (2) There shall be onboard 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 account of preventive measures, including engineering and design control, substitution of processes and procedures for collective and individual tasks, and the use of personal protective equipment; and
- (3) The Director-General may specify separate requirements for inspecting, reporting and correcting unsafe conditions and for investigating and reporting onboard occupational accidents.
- (4) The above sub-rules shall be regularly reviewed in consultation with the representatives of the ship owners’ and seafarers’ organizations and, if necessary, revised to take account of changes in technology and research in order to facilitate continuous improvement in occupational safety and health policies and programmes and to provide a safe occupational environment for seafarers onboard ships.
- (5) Compliance with the requirements of applicable international instruments on the acceptable levels of exposure to workplace hazards onboard ships and on the development and implementation of ships’ occupational safety and health policies and programmes shall be considered.
- (6) The Director-General shall ensure:

- a) all deaths of seafarers employed, engaged or working onboard ships that fly the Indian flag are adequately investigated and recorded, and reported on an annual basis to the Director-General of the International Labour Office to be published in a global register;
- b) occupational accidents, injuries and diseases are adequately reported.
- c) comprehensive statistics of such accidents and diseases are kept, analysed and published and, where appropriate, followed up by research into general trends and into the hazards identified; and
- d) occupational accidents are investigated.

19. Access to shore based welfare facilities. —

- (1) The Director-General may specify separate guidelines from time to time for providing seafarers on ships that are in Indian ports with access to adequate welfare facilities and services.
- (2) **Sub-rule (1)** included the setting up of Seafarers Welfare Board Audit Team (SWBAT) as a measure to inspect the welfare facilities provided by ports.
- (3) SWBAT shall:
 - a) **Inspect the managing of the port welfare facilities for seafarers**
 - b) **Inspect the adequacy of existing port welfare facilities**
 - c) **Inspect the implementation of port levies and other fundraising tools by port for port welfare facilities for seafarers**
 - d) **Inspect the facilitation between the different service providers by port welfare committees.**
 - e) **Initial verification and compliance of the ports providing such welfare facilities for seafarers as detailed in the DG Shipping guidelines.**
 - f) **Successful compliance reports submissions and subsequent issuance of MLC compliant seafarers' welfare club certificate (5 years validity) to ports.**
 - g) **Renewal inspections of the port welfare facilities (post every five years)**
 - h) **Submission of inspection support to Directorate and Seafarers' Welfare Fund Society (SWIS) for approvals of the said society's trust.**

20. Social security.—

- (1) To achieve social security the following branches of social security protections shall be adopted, namely.-
 - a) Medical care;
 - b) Sickness benefit;

- c) Unemployment benefit;
 - d) Old-age benefit;
 - e) Employment injury benefit;
 - f) Family benefit;
 - g) Maternity benefit;
 - h) Invalidity benefit;
 - i) Survivors' benefit.
- (2) The social security protection referred to in **sub-rule (1)** shall be in addition to the protection provided under rules 18 and 19. The Director-General shall establish social security protection progressively for all its seafarers serving on-board Indian ships or on-board other flag State ships, in collaboration with the stakeholder's equivalent schemes as per the national circumstances.
- (3) The Director-General shall establish fair and effective procedures for the settlement of disputes.
- (4) The Seafarers' Employment Agreement should identify the means by which the various branches of social security protection will be provided to the seafarer by the ship owner as well as any other relevant information at the disposal of the ship owner, such as statutory deductions from the seafarers' wages and shipowners' contributions which may be made in accordance with the requirements of identified authorised organisations pursuant to relevant social security schemes.
- (5) The Director-General shall satisfy itself that the ship owners' responsibilities concerning social security protection are met, including making the required contributions to social security schemes.

CHAPTER VI

COMPLIANCE AND ENFORCEMENT

21. Flag State responsibilities in implementation of the Maritime Labour Convention. —

- (1) The Director-General shall establish an effective system for.—
- a) the inspection and certification of the maritime labour conditions by itself or through any recognised organisation in accordance with the provisions of the convention;
 - b) the issuance, endorsement and renewal, of interim or full time Maritime Labour Certificate along with the Declaration of Maritime Labour Compliance, complying with the provisions of the convention.

- (2) For the purpose of recognition of organisations, the Director-General shall review the competency and independence of the organization concerned and determine whether the organization has demonstrated, to the extent necessary for carrying out the activities covered by the authorization conferred on it, the organization-
- a) has the necessary expertise and an appropriate knowledge of ship operations, including the minimum requirements for seafarers to work on a ship, conditions of employment, accommodation, recreational facilities, food and catering, accident prevention, health protection, medical care, welfare and social security protection;
 - b) has the ability to maintain and update the expertise of its personnel;
 - c) has the necessary knowledge required under the Act and relevant international instruments; and
 - d) is of the appropriate size, structure, experience and capability commensurate with the type and degree of authorization.
- (3) The Director-General shall provide the International Labour Office with a current list of Recognised Organisations authorised to act on its behalf and it shall keep this list up to date.
- (4) The Director-General shall-
- a) establish a system to ensure the adequacy of work performed by recognized organizations, and
 - b) procedures for communication with and oversight of such organizations
- (5) In order to better ensure cooperation between inspectors and ship owners, seafarers and their respective organizations, and to maintain or improve seafarers' working and living conditions, the Director-General should consult the representatives of such organizations at regular intervals as to the best means of attaining these ends. The manner of such consultation should be determined by the Director-General after consulting with ship owners' and seafarers' organizations.
- (6) The list, referred to in **sub-rule (1)**, shall specify the functions that the Recognised Organisations have been authorised to carry out and the list shall be made available to the public.
- (7) The Director-General shall specify the manner for maintaining the records of inspections of ships that fly the Indian Flag.
- (8) The Director-General shall publish an annual report on such inspection within a reasonable time, not exceeding six (6) months, after the end of the year.
- (9) There shall be a copy of the Maritime Labour Convention and **Merchant Shipping (Maritime Labour) Rules available onboard Indian ships.**

22. Maritime labour certificate and declaration of maritime labour compliance. —

- (1)** The Director-General or any officer, authority or organisation authorised by him in this behalf shall issue a Maritime Labour Certificate for a period as decided not exceeding 5 years in accordance with Maritime Labour Convention.
- (2)** The validity of the Maritime Labour Certificate shall be subject to an intermediate inspection by the Director-General, or by a recognized organization duly authorized for this purpose to ensure continuing compliance with the national requirements implementing the Maritime Labour Convention.
- (3)** If only one intermediate inspection is carried out and the period of validity of the certificate is five years, it shall take place between the second and third anniversary dates of the certificate. Anniversary date means the day and month of each year which will correspond to the date of expiry of the Maritime Labour Certificate. The scope and depth of the intermediate inspection shall be equal to an inspection for renewal of the certificate. The certificate shall be endorsed following satisfactory intermediate inspection.
- (4)** Notwithstanding **sub-rule 1**, when the renewal inspection has been completed within three months before the expiry of the existing maritime labour certificate, the new maritime labour certificate shall be valid from the date of completion of the renewal inspection for a period not exceeding five years from the date of expiry of the existing certificate. When the renewal inspection is completed more than three months before the expiry date of the existing maritime labour certificate, the new maritime labour certificate shall be valid for a period not exceeding five years starting from the date of completion of the renewal inspection.
- (5)** Notwithstanding **sub-rule 1**, where, after a renewal inspection completed prior to the expiry of a maritime labour certificate, the ship is found to continue to meet national laws and regulations or other measures implementing the requirements of this Convention, but a new certificate cannot immediately be issued to and made available onboard that ship, the competent authority, or the recognized organization duly authorized for this purpose, may extend the validity of the certificate for a further period not exceeding five months from the expiry date of the existing certificate, and endorse the certificate accordingly. The new certificate shall be valid for a period not exceeding five years starting from the date provided for in **sub-rule 4**.
- (6)** The Director-General or by any officer, authority or organisation authorised by him in this behalf, shall issue a Declaration of Maritime Labour Compliance in respect of a ship that it meets with the requirements and standards set out in provisions of the Maritime Labour Convention.
- (7)** The ships covered under this rule shall carry and maintain a Declaration of Maritime Labour Compliance stating the requirements for implementing these

rules for the working and living conditions for seafarers and setting out the measures adopted by the ship owner to ensure compliance with the requirements on the ship or ships concerned.

- (8) The declaration of maritime labour compliance shall be in two parts, Part I and Part II and shall be in the **Form-III and Form-IV** respectively.
- (9) Maritime Labour Certificate may be issued on an interim basis in **Form-V**:

 - a) to new ships on delivery; or
 - b) when a ship changes flag; or
 - c) when a shipowner assumes responsibility for the operation of a ship which is new to that ship owner.
- (10) Such interim maritime labour certificate may be issued by the recognised organisation or any other person authorised by the Director-General for a period not exceeding six (6) months, following verification that—

 - a) the ship has been inspected as far as reasonable and practical, for the matters listed in **Form-VI**;
 - b) the ship owner has demonstrated to the recognised organisation or any other person authorised by the Director-General that the ship has adequate procedures to comply with this rule;
 - c) the master is familiar with the requirements of these rules and the responsibilities for its implementation; and
 - d) relevant information has been submitted to the recognised organisation or any other person authorised by the Director-General to produce a declaration of maritime labour compliance.
- (11) A full inspection in accordance with **sub-rule 1** shall be carried out prior to expiry of the interim certificate to enable issue of the full-term maritime labour certificate. No further interim certificate may be issued following the initial six (6) months referred to in **sub-rule 6**. A declaration of maritime labour compliance need not be issued for the period of validity of the interim certificate.
- (12) The ships covered under this rule shall be issued a Maritime Labour Certificate in **Form -7** by the Recognised Organisations or any other person authorised by Director-General certifying that the working and living conditions of seafarers on the ship, including measures for ongoing compliance to be included in the declaration of maritime labour compliance referred to in sub- rule (3) have been inspected and meet the requirements for implementing the Convention.
- (13) A certificate issued under this rule shall cease to be valid in any of the following cases:

- a) if the relevant inspections are not completed within the periods specified under sub-rules 2 and 3;
 - b) if the certificate is not endorsed in accordance with sub-rules 2 and 3;
 - c) when a ship changes flag;
 - d) when a ship owner ceases to assume the responsibility for the operation of a ship; and
 - e) when substantial changes have been made to the structure or equipment covered in rules 13 and 14.
- (14) In the case referred to in sub-rules 8 (c), (d) or (e), a new certificate shall only be issued when the Director-General or recognized organization issuing the new certificate is fully satisfied that the ship is in compliance with the requirements of this rule. A maritime labour certificate shall be withdrawn by the Director-General or the recognized organization duly authorized for this purpose, if there is evidence that the ship concerned does not comply with the requirements of these rules and any required corrective action has not been taken.
- (15) When considering whether a maritime labour certificate should be withdrawn in accordance with sub-rule 10, the Director-General or the recognized organization shall take into account the seriousness or the frequency of the deficiencies.
- (16) Fees for the issuance of the Maritime Labour Certificate and to Recognised Organisations for inspection shall be as prescribed by the Director-General from time to time.**

23. Inspection and Enforcement.—

- (1) The Director-General shall establish an effective and coordinated system of regular inspections, monitoring and other control measures to ensure that the ships, to which these rules apply, comply with the requirements of these rules.
- (2) The Director-General shall maintain a system of inspection of the conditions for seafarers on ships to which this rule apply, which shall include verification that the measures relating to working and living conditions as set out in the declaration of maritime labour compliance, are being followed, and that the requirements of these rules are met.
- (3) The Director-General shall appoint a sufficient number of qualified inspectors to fulfil its responsibilities under this rule. Where recognized organizations have been authorized to carry out inspections, the Director-General shall require that personnel carrying out the inspection are qualified to undertake these duties and shall provide them with the necessary legal authority to perform their duties.
- (4) Adequate provision shall be made to ensure that the inspectors have the training, competence, terms of reference, powers, status and independence

necessary or desirable so as to enable them to carry out the verification and ensure the compliance referred to in this rule.

- (5)** Inspections shall take place at the intervals as stated in **rule 24**, where applicable. The interval shall in no case exceed three (3) years.
- (6)** If the Director-General or an officer authorised by him, receives a complaint which it does not consider manifestly unfounded or obtains evidence that a ship to which these rules apply does not conform to the requirements of these rules or that there are serious deficiencies in the implementation of the measures set out in the declaration of maritime labour compliance, the Director-General or an officer authorised by him shall take necessary steps to investigate the matter and ensure that action is taken to remedy any deficiencies found.
- (7)** The Director-General shall provide and effectively enforce adequate rules in order to guarantee that inspectors have the status and conditions of service to ensure that they are independent of changes of government and of improper external influences.
- (8)** The Director-General may issue clear guidelines to the inspecting authority as to the tasks to be performed and shall empower them:
 - a)** to board a ship that flies the Indian flag;
 - b)** to carry out any examination, test or inquiry which they may consider necessary in order to satisfy themselves that the standards are being strictly observed; and
 - c)** to require that any deficiency is remedied and, where they have grounds to believe that deficiencies constitute a serious breach of the requirements of these rules, including seafarers' rights, or represent a significant danger to seafarers' safety, health or security, to prohibit a ship from leaving port until necessary remedial actions are taken.
- (9)** Any action taken to pursuant clause (c) of **sub-rule 8** shall be subject to right of appeal to administrative authority as may be specified by the Director-General.
- (10)** Inspectors shall have the discretion to give advice instead of instituting or recommending proceedings when there is no clear breach of the requirements of this rule that endangers the safety, health or security of the seafarers concerned and where there is no prior history of similar breaches.
- (11)** Inspectors shall treat as confidential the source of any grievance or complaint alleging a danger or deficiency in relation to seafarers' working and living conditions or a violation of laws and regulations and give no intimation to the ship owner, the ship owner's representative or the operator of the ship that an inspection was made as a consequence of such a grievance or complaint.

- (12) Inspectors shall submit a report of each inspection to the Director-General. One copy of the report in English or in the working language of the ship shall be furnished to the master of the ship and another copy shall be posted on the ship's notice board for the information of the seafarers and, upon request, sent to their representatives.
- (13) The Director-General shall maintain records of inspections of the conditions for seafarers on ships that fly its flag. It shall publish an annual report on inspection activities within a reasonable time, not exceeding six (6) months, after the end of the year.
- (14) When an inspection is conducted or when measures are taken, all reasonable efforts shall be made to avoid a ship being unreasonably detained or delayed.

24. Onboard complaint procedures. —All Indian Flag ships shall adopt following on-board complaint procedures: —

- (1) Any aggrieved seafarer serving onboard an Indian flag ship shall, as soon as is feasible, submit a written complaint to his Head of Department on-board (~~deck or engine~~), which shall be immediately and formally acknowledged by the Head of Department to the seafarer concerned.
- (2) If the Head of Department cannot resolve the seafarer's complaint to the satisfaction of the seafarer, within a prescribed time limit of three days of receipt of the complaint, the Head of Department shall refer it to the Master of the ship, who shall handle the matter personally and settle the issue within seven days of receipt of complaint.
- (3) A seafarer shall, at all times, have the unequivocal right to be accompanied and to be represented by another seafarer of his choice onboard the ship concerned, while making the complaint or for the follow-up work thereon.
- (4) All complaints and decisions on the complaint shall be duly recorded in the official **logbook** and a copy of the decision taken, in each case, shall be provided to the seafarer concerned by the said issue resolving authority. A proper documentary record of all the complaints and actions taken on each complaint shall be kept onboard and shall be available for an inspection by the authorities concerned for a period of at least three years of receipt of complaint.
- (5) If the Master of the ship cannot resolve the complaint onboard, he shall take it up with to **the company/ the recruitment and placement service/ the ship owner concerned**, under and due immediate intimation to the seafarer, the ship owner shall resolve the matter, without any delay, but not later than within a maximum period of one month of receipt of complaint. Contact details of the ship owner for resolving seafarer's complaints shall be made available onboard, by the Master of the ship. The ship owner shall, in resolving the complaint, take

the assistance of the Committee that may be set up by it, comprising the union(s) of seafarers ~~union(s)~~ also.

- (6) If the complaint of the seafarer is not resolved by **the company/the recruitment and placement service/ the ship owner concerned** within one month, including the Committee also represented by the union of seafarers' ~~union~~, the seafarer shall have the right to approach the competent authority, through the Grievance Redressal Mechanism as may be issued by the Director-General from time to time. The complaint so registered with the authority shall contain the copies of the complaint made by the seafarer to all his superiors, as mentioned above, including to the recruitment and placement service or ship owner or Union (if any) and the replies given thereto by them, if any.
- (7) A seafarer onboard a ship calling at a foreign port, in between a voyage shall also have the right to separately report his complaint alleging breach of the requirement of the Maritime Labour Convention, 2006 including seafarers' rights, to the authorized officer at that port, under **Rule 28(2)** onshore seafarer complaint-handling procedures.
- (8) In all such cases, seafarers shall also have the right to file their complaints directly with the Master or the company or recruitment and placement service provider or ship owner or any other legal entity that the seafarers may consider appropriate for the purpose.
- (9) The seafarer shall have the right to be accompanied or represented during the complaints 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.
- (10) In addition to a copy of their Seafarers' Employment Agreement, all seafarers shall be provided with a copy of the onboard complaint procedures applicable on the ship. This shall include contact information for the competent authority in the flag State and, where different, in the seafarers' country of residence, and the name of a person or persons onboard the ship who can, on a confidential basis, provide seafarers with impartial advice on their complaint and otherwise assist them in following the complaint procedures available to them onboard the ship.
- (11) **Any grievances of a seafarer shall be brought within a period of three (3) years from the date of such incident.**

25. Marine casualties. — The issues related to marine or shipping casualties shall be dealt in accordance with the provisions for Investigations and Inquiries under the Act.

26. Port State Inspections. — The Director-General shall establish the procedure for inspection as required under the Maritime Labour Convention for fulfilling its port state responsibilities.

- (1) Where an authorized officer, having come onboard to carry out an inspection and requested, where applicable, the maritime labour certificate and the declaration of maritime labour compliance, finds that:
- (2) the required documents are not produced or maintained or are falsely maintained or that the documents produced do not contain the information required by these rules or are otherwise invalid; or
- (3) there are clear grounds for believing that the working and living conditions on the ship do not conform to the requirements of these rules; or
- (4) there are reasonable grounds to believe that the ship has changed flag for the purpose of avoiding compliance with these rules; or
- (5) there is a complaint alleging that specific working and living conditions on the ship do not conform to the requirements of these rules;
- (6) a more detailed inspection may be carried out to ascertain the working and living conditions onboard the ship. Such inspection shall in any case be carried out where the working and living conditions believed or alleged to be defective could constitute a clear hazard to the safety, health or security of seafarers or where the authorized officer has grounds to believe that any deficiencies constitute a serious breach of the requirements of these rules (including seafarers' rights).

27. Onshore seafarer complaint-handling procedures. —

- (1) An onshore complaint redressal procedure shall be followed in all Indian ports as specified by the Director-General, in consultation with the ship owners and seafarers' organisations concerned, who are parties to the Collective Bargaining Agreement as reflected in the seafarers employment agreement, where applicable.
- (2) For the aforementioned to be applicable, an authorized officer at the port shall be engaged who shall be the first point of contact for a seafarer's complaint. Such authorized officer shall conduct an initial investigation or detailed investigation, as required and promote resolution of the complaint at the ship-board level, where appropriate.
- (3) In case, complaint is not resolved at shipboard level, such authorized officer shall forthwith notify the flag State, seeking, within a prescribed deadline, advice and a corrective plan of action.
- (4) In case, complaint is not resolved following action as **per (3)**, the port State shall transmit a copy of such authorized officer's report and any reply from the flag

State to the Director-General, concerned ship owners and seafarers' organisations in the port State.

- (5) The Director-General shall take necessary steps to safeguard the confidentiality of seafarers making the complaints.
- (6) **Any grievances of a seafarer shall be brought within a period of three (3) years from the date of such incident.**

[See rule 11]

Evidence of financial security

The certificate and other documentary evidence of financial security required under **sub-rule (11) of Rule 11** shall include the following information, namely:-

- a) Name of the ship;
- b) Port of registry of the ship;
- c) Call sign of the ship;
- d) International Maritime Organisation number of the ship;
- e) Name and address of the provider or providers of the financial security;
- f) Contact details of the person or entity responsible for handling seafarer's contractual claims;
- g) Name of the owner of the ship;
- h) Period of validity of the financial security; and
- i) An attestation from the financial security provider that the financial security meet the requirement of **Rule 11**.

Form-II

[See rule 18]

Evidence of financial security

The certificate and other documentary evidence of financial security required under **sub-rule (8) of Rule 18** shall include the following information, namely:-

- a) Name of the ship;
- b) Port of registry of the ship;
- c) Call sign of the ship;
- d) International Maritime Organisation number of the ship;
- e) Name and address of the provider or providers of the financial security;
- f) Contact details of the person or entity responsible for handling seafarer's contractual claims;
- g) Name of the owner of the ship;
- h) Period of validity of the financial security; and
- i) An attestation from the financial security provider that the financial security meet the requirement of **Rule 18**.

Form-III

[See rule 23(8)]

Declaration of Maritime Labour compliance – Part I

*(Note: This Declaration must be attached
to the ship's Maritime Labour Certificate)*

Issued under the authority of Director-General

With respect to the provisions of the Maritime Labour Convention, 2006 the following referenced ship:-

Name of ship	IMO number	Gross tonnage

is maintained in accordance with the provisions of rule 23.

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

- a) the provision of the Maritime Labour Convention are fully embodied in the requirements referred to below:
- b) these requirement are contained in the provisions referenced below; explanations concerning the content of those provisions are provided where necessary;
- c) the detail of any substantial equivalencies under Article VI, paragraphs 3 and 4 of the Convention are provided under the corresponding requirement listed below in the section provided for this purpose below (strike the statement which is not applicable);
- d) any exemption granted by the under rules (16) and (17) should be 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 requirement concerned.

1. Minimum age (Rule 4)
2. Medical certification (Rule 5).....
3. Qualification of seafarers (Rule 6).....
4. Seafarers' employment agreement (Rule 8).....
5. Use of any licensed or certificated or regulated private recruitment and placement service (Rule 7).....
6. Hours of work or rest (Rule 10).....

7. Manning levels for the ship (Rule 14).....
8. Accommodation (Rule 16).....
9. Onboard recreation facilities (Rule 16).....
10. Food and catering (Rule 17).....
11. Health and safety and accident prevention (Rule 18).....
12. Onboard medical care (Rule 18).....
13. Onboard complaint procedures (Rule 26).....
14. Payment of wages (Rule 9).....
15. Financial security for repatriation (Rule 12):
16. Financial security relating to ship-owners liability (Rule 19):

Name:

Title:

Signature:

Place:

Date:

(Seal or stamped of the authority)

Substantial equivalencies

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

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

.....

.....

No equivalency has granted.

Name:

Title:

Signature:

Place:

Date:

(Seal or stamp of the authority)

Exemptions

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

The following exemptions granted by the competent authority) are noted:

.....
.....

No exemption has been granted.

Name:

Rule:

Signature:

Place:

Date:

(Seal or stamp of the authority, as appropriate)

Form-IV

[See rule 23 (8)]

Declaration of Maritime Labour Compliance – Part II

Measures adopted to ensure ongoing compliance between inspections

The following measures have been drawn up by the ship owner, named in the Maritime Labour Certificate to which this declaration is attached to ensure ongoing compliance between inspections:

(State below the measures drawn up to ensure compliance with each of the items in Part I)

1. Minimum age (Rule 4)

.....

2. Medical certification (Rule 5)

.....

3. Qualification of seafarers (Rule 6)

.....

4. Seafarers' employment agreement (Rule 8)

.....

5. Use of any licensed or certificated or regulated private recruitment and placement service (Rule 7)

.....
6. Hours of work or rest (Rule 10)
.....

7. Manning levels for the ship (Rule 14)
.....

8. Accommodation (Rule 16)
.....

9. Onboard recreation facilities (Rule 16)
.....

10. Food and catering (Rule 17)
.....

11. Health and safety and accident prevention (Rule 18)
.....

12. Onboard medical care (Rule 18)
.....

13. Onboard complaint procedures (Rule 26)
.....

14. Payment of wages (Rule 9)
.....

15. Financial security for repatriation (rule12)
.....

16. Financial security relating to ship-owners liability (rule 19)
.....

I hereby certify that the above measure have been drawn up to ensure ongoing Compliance, between inspections, with the requirement listed in part I.

Name of the owner of the ship:
.....

Company address:

Title:

Signature of the authorised signatory:.....

Date:

(Stamp or seal of the ship owner)

The above measures have been reviewed by (insert name of competent authority or duly recognised organisation) and, following inspection of the ship, have been determined as meeting the purpose set out under **rule 24**, regarding measures to ensure initial and ongoing compliance with the requirements set out in Part I of this Declaration.

Name:

Title:

Address:

.....

.....

Signature:

Place:

Date:

(Seal or stamp of the authority, as appropriate)

Form-V

[See rule 24 (6)]

Interim Maritime Labour Certificate

.....

(Full designation of the issuing authority)

by

(Full designation and address of the authority or duly ~~authorised~~ Recognised Organisations)

Particular of the ship

Name of ship.....

Distinctive number or letters.....

Port of registry

Date of registry

Gross tonnage.....

International Maritime Organisation number

.....

Type of ship.....

Name and address of the owner of the ship.....

.....
.....

This is to certify, for the purpose of **rule 24**, that:

- a) this vessel has been inspected, as far as reasonable and practicable, for the matters listed in Form-5 to these rules, taking into account verification of items under (b), (c) and (d) below;
- b) the owner of the ship has demonstrated to the competent authority or recognised organisation that the ship has adequate procedures to comply with these rules.
- c) the master is familiar with the requirements of these rules and the responsibilities for implementation; and
- d) relevant information has been submitted to the competent authority or recognised organisation to produce a Declaration of Maritime Labour Compliance.

This Certificate is valid until Subject to inspection is accordance with **rules 24 and 25**. Completion date of the inspection referred to under (a) above was.....

Issued at..... on.....

Signature of the duly authorised official

Issuing the interim certificate.....

(Seal or stamp of issuing authority, as appropriate)

Form-VI

[See rule 24 (7) (a)]

The working and living conditions for seafarers that shall be inspected and approved by the competent authority before certifying that the ship is in accordance with **rule 24** are as under:-

1. Minimum age:
2. Medical certification:
3. Qualification of seafarers:
4. Seafarers' employment agreements:
5. Use of any licensed or certified or regulated private recruitment and placement service:

6. Hours of work or rest:
7. Manning levels for the ship:
8. Accommodation:
9. Onboard recreational facilities:
10. Food and catering:
11. Health and safety and accident prevention:
12. Onboard medical care:
13. Onboard compliant procedures:
14. Payment of wages:

Form-VII

[See rule 24 (7)]

Maritime Labour Certificate

*(Note: This Certificate shall have a Declaration
of Maritime Labour Compliance attached)*

.....

(Full designation of the issuing authority)

by.....

(Full designation and address of the authority or recognised organisation duly
authorised under the provision
of the rules)

Particular of the ship

Name of ship.....

Distinctive number or letters

Port of registry

Date of registry

Gross tonnage *

.....

International Maritime Organisation number

.....

Type of ship.....

Name _____ and _____ address _____ of _____ the _____ ship
owner.....

.....
.....

* For ships covered by the tonnage measurement interim scheme adopted by the IMO, the gross tonnage is that which is included in the REMARKS column of the International Tonnage Certificate (1969). See Article II(1)(c) of the Convention.

This is to certify:

1. that this ship has been inspected and verified to be in compliance with the requirements of the Convention, and the provision of the attached Declaration of Maritime Labour Compliance.

2. that the seafarers' working and living condition specified in Form-6 were found to correspond to the abovementioned country's national requirement implementing the Convention. These national requirements are summarised in the Declaration of Maritime Labour Compliance, Part I.

This certificate is valid untilsubject to inspection in accordance with
Rules 24 and 25.

This certificate is valid only when the Declaration of Maritime Labour Compliance issued at..... on..... is attached.

Completion date of the inspection on which this certificate is based was.....

Issued at..... on

Signature of the duly authorised official issuing the Certificate

(Seal or stamp of issuing authority, as appropriate)

Endorsements for mandatory intermediate inspection and, if required, any additional inspection

This is to certify that the ship was inspected in accordance with the provisions of rule 25 and that the seafarers' working and living conditions specified in the said rule were found to correspond to the requirement:

Signed.....

(to be completed between the second

and third anniversary dates)
official)

(Signature of authorised

Place.....

Date

(Seal or stamp of the authority, as appropriate)

Additional endorsements (if required)

This is to certify that the ship was the subject of an additional inspection for the purpose of verifying whether the ship continued to be in compliance with the requirements implementing the Convention, as required by **sub-rule (3) of rule 16** (re-registration or substantial alteration of accommodation) or for other reasons.

Additional inspection:

(if required)

Signed.....

(Signature of authorised official)

Place

Date

(Seal or stamp of the authority,
as appropriate)

Additional inspection:

(if required)

Signed.....

(Signature of authorised official)

Place

Date

(Seal or stamp of the authority,
as appropriate)

Additional inspection:

(if required)

Signed.....

(Signature of authorised official)

Place

Date

(Seal or stamp of the authority,
as appropriate)

Form-VIII

[See rule xx]

SEAFARERS' EMPLOYMENT AGREEMENT

(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)

1. Details <u>of employer</u>:	7. Details <u>of seafarers</u>:
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:	
2. Details <u>of employer's agent</u>:	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:
	8. Details <u>of next of kin</u>:
3 Telephone / Fax no.:	1 Name / Relationship:
4 Contact person:	2 Postal address & e-mail:
3. <u>Details of ship</u>:	
1 Name:	
2 Port of registry / trade:	
3 Official / IMO no.:	3 Telephone / Fax no.:
4 G.T. / Power (Kw / BHP):	9. <u>Details of certificates</u>:
5 No. of crew including master:	1 CoC grade / no.:
4. <u>Details of employment</u>:	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:	

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 as applicable collective bargaining agreement or in accordance with MLC 2006 provisions, whichever is higher.**
- 4. It is agreed that the rights, duties and the terms of employment of seafarers and the obligations of ship owners shall be governed by applicable collective bargaining agreement/the provisions of ILO Conventions ratified by India, Merchant Shipping Act 2025, the rules/notices/circulars /orders made thereunder.**
- 5. Master should keep on board a copy of applicable collective bargaining agreement/the provisions of ILO Conventions ratified by India, Merchant Shipping Act 2025, 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 seafarer, this agreement may be terminated –
 - a. by mutual consent.**
 - b. if medical evidence indicates that a seaman is incapable of continuing to perform his duties by reason of illness or injury;**
 - c. if a seaman is absent without leave at a time fixed for sailing; or**
 - d. if in the opinion of the master, continued employment of the seaman is likely to endanger the vessel or any person on board.****
- 7. There shall be a system-generated copy of the agreement, and the five original and three photocopies will ultimately remain with persons/bodies as detailed below:**

a.	Master on board the ship	-	1/5
b.	Seafarer	-	2/5

c.	Shipping Master (on concluding employment and settlement of wages)	-	3/5
d.	Employer/employer's agent - and	-	4/5
e.	Shipping Master on commencing employment	-	5/5
f.	SPFO (Seamen's Provident Fund Orgn.) on concluding employment-Photocopy	-	3/5
g.	SWFS (Seafarers' Welfare Fund Society) on concluding employment-Photocopy	-	3/5
h.	Employer/Employer's Agent.	-	3/5