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|  | Application for Declaration of Maritime Labour Compliance Part I **(Form DMLC)** | Tuvalu Ship Registry10 Anson Road #25-16International PlazaSingapore 079903Tel: (65) 6224 2345Fax: (65) 6227 2345Email: info@tvship.comWebsite: [www.](http://www.mgnship.mn)tvship.com |

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|  Notes: |
| 1. This form provides ship owners / operators with a means to apply for issuance of the ship specific DMLC Part I by Tuvalu after successfully carrying out a gap analysis of the ship and company policies against the national requirements for the 16 areas as detailed in the DMLC for implementation of MLC 2006.
2. Any areas where substantial equivalency or exemption may be required should be highlighted to the Administration for consideration and insertion into the ship specific DMLC Part I.
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| **Name of Ship** | **IMO Number** | **Gross Tonnage** |
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| * 1. **Minimum age (Regulation 1.1)**
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| 1. *The minimum age to be employed or hired and able to work on board a Tuvalu flagged vessel is 16 years old.*
2. *The employment, engagement or work of seafarers under the age of 18 is prohibited where the work is likely to jeopardize their health or safety. Refer to Marine Circular MC-9/2012/1.*
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| * 1. **Medical Certification (Regulation 1.2)**
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| 1. *Seafarers employed on a Tuvalu flagged vessel must undergo a medical examination prior to employment aboard a vessel (not more than 12 months prior to the date of making application) and normally (unless a shorter time is specified for specific duties or required by STCW) every two (2) years thereafter (unless the seafarer is under the age of 18 where an annual exam is required) to obtain a valid medical certificate/report showing medical fitness for duty. The scope of the medical exam for both pre-sea and periodic assessments is identical. Refer to Marine Guidance MG-2/2012/1.*
2. *Medical certificates issued in accordance to the requirements of the STCW Convention 1978, as amended, shall be accepted by Tuvalu for the purpose of this requirement. Similarly, a medical certificate meeting the substance of those requirements, in the case of seafarers not covered by the STCW Convention 1978, as amended, shall also be accepted.*
3. *Permits can be requested for urgent cases when the medical certificate has expired provided that the medical certificate has not expired for greater than 6 months. Such permit shall not exceed a 3 month period.*
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| * 1. **Qualifications of Seafarers (Regulation 1.3)**
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| 1. *Seafarers shall have the appropriate training and qualifications, as well as certificate(s) accrediting their professional competences and other qualifications to perform their functions duly issued or endorsed by the Competent Authority in accordance to the International Convention on Standards of Training, Certification and Watchkeeping, 1978, as amended and revised from time to time.*
2. *If any seafarer who forges or fraudulently alters or procures the forgery or fraudulent alteration of any such official document, he or she shall forfeit to his employer all wages above the amount payable to an ordinary seafarer for the period during which he or she was employed in reliance upon such forged or altered document and shall be subject to the penalties provided for in the Tuvalu Merchant Shipping Act.*
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| * 1. **Seafarers’ Employment Agreements (Regulation 2.1)**
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| 1. *Seafarers working on board a Tuvalu flagged vessel shall have an employment agreement signed by the seafarer and the ship owner / operator, or a representative that guarantees decent working and living conditions on board the ship, and each shall retain an original copy of the signed agreement for the duration of its term. All seafarers shall have the opportunity to review the conditions stated on the employment agreement and, if necessary, seek advice before signing.*
2. *Ship owners / operators must ensure that clear information as to the conditions of employment can be easily obtained on board by the seafarers concerned, 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.*
3. *A seafarer’s employment agreement shall continue to have effect while a seafarer is held captive on or off a ship due to acts of piracy or armed robbery against the ship.*
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| * 1. **Use of any Licensed or Certified or Regulated Private Recruitment and Placement Service (Regulation 1.4)**
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| 1. *Private Seafarer Recruitment and Placement Services (SRPS) operating in Tuvalu shall be issued licences or certificates or granted similar authorization, and such SRPS shall establish a system of protection, by way of insurance or an equivalent appropriate measure, to compensate seafarers for monetary loss that they may incur as a result of the failure of a recruitment and placement service or the relevant ship owner under the seafarers’ employment agreement to meet its obligation to them. Seafarers shall be informed, prior to or in the process of engagement, of their rights under this system.*
2. *Ship owners / operators using SRPS that are not located in countries or territories where the MLC 2006 applies are required to demonstrate, as far as practicable, that such services meet the relevant requirements set forth in Regulation 1.4 of Title 1 of the MLC 2006, and shall be solely responsible for any detention, as well as any penalties imposed by such detention, by Flag State or Port State, that is the result of the use of a SRPS located in a State where MLC 2006 does not apply.*
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| * 1. **Hours of Work or Rest (Regulation 2.3)**
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| 1. *Ship owners / operators must ensure that the minimum number of hours of rest shall not be less than:*
* *10 hours in any 24-hour period, which may be divided into no more than two (2) periods – one of which shall be at least six (6) hours in length, and no more than 14 hours between any consecutive periods; and*
* *77 hours in any 7-day period.*
1. *Every vessel shall have a record of hours of rest in order to serve as documentary evidence that the seafarer’s minimum resting hours are met. Refer to Marine Circular MC-11/2012/1 for forms for the Table of Working Arrangements and for the Records of Hours of Rest.*
2. *The daily records of the resting hours shall be written in the working language or languages of the ship and in English. Each seafarer shall receive a copy of the records pertaining to her or him, which shall be endorsed by the master, or a person authorized by the master and the seafarer. Nonetheless, in passenger ships, the daily records of resting hours can be electronically sent to seafarers, as long as these had been approved by the master or by the person that he authorizes.*
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| * 1. **Manning levels for the ship (Regulation 2.7)**
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| *All Tuvalu flagged vessels shall have sufficient number of seafarers on board to ensure that vessels are operated safely, efficiently and with due regard to security. Every vessel shall be manned by crew that are adequate, in terms of size and qualifications, to ensure the safety and security of the vessel and its personnel, under all operating conditions, in accordance with minimum safe manning certificate issued by the Tuvalu Ship Registry or the equivalent document issued by the same.* |

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| * 1. **Accommodation (Regulation 3.1)**
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| 1. *Ship owners / operators shall ensure that Tuvalu flagged vessels are provided with decent accommodations for seafarers working or living on board, or both, and maintained consistent with promoting their health and well-being.*
2. *The provisions of the Merchant Shipping (Maritime Labour Convention 2006) Regulations relating to ship construction and equipment apply only to ships constructed after the date in which the MLC 2006 enters into force.*
3. *Ship construction and equipment for ships constructed before MLC 2006 entered into force shall comply with the provisions set out in the Accommodation of Crews Convention No. 92, and the Accommodation of Crews Convention (Supplementary Provisions) No. 133 of the ILO to the extent as they were applicable and practicable.*
4. *The master or the person designated by him shall conduct frequent inspections on board ships to ensure that the accommodation of seafarers is clean, decently habitable and maintained in a good state of repair. The results of each inspection shall be recorded and available for review.*
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| * 1. **On-board recreational facilities (Regulation 3.1)**
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| *Ship owners / operators shall ensure that appropriate seafarers’ recreational facilities, amenities and services, including social connectivity, as adapted to meet the special needs of seafarers who live and work on ships, shall be provided on board for the benefit of all seafarers, taking into account Regulation 4.3 and the associated MLC 2006 provisions on health and safety protection and accident prevention. Refer to Marine Circular MC-7/2012/1.* |

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| * 1. **Food and catering (Regulation 3.2)**
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| 1. *Ship owners / operators shall maintain on board the following minimum standards:*
* *food and drinking water supplies, having regard to the number of seafarers living on board, their religious requirements and cultural practices as they pertain to food, and the duration and nature of the voyage, shall be suitable in respect of quantity, nutritional value, quality and variety, and shall be provided free of charge during the period of engagement;*
* *the organization and equipment of the catering department shall be such as to permit the provision to the seafarers of adequate, varied, balanced and nutritious meals prepared and served in hygienic conditions;*
* *catering staff shall be properly trained or instructed for their positions; and*
* *the master or a person designated by him shall conduct frequent documented inspections with respect to the supplies of food and drinking water in relation to their quantity, nutritional value, quality and variety.*
1. *Refer to Marine Circular MC-7/2012/1 (Sections 1, 15, 16 and 17) and Marine Guidance MG-1/2012/1.*
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| * 1. **Health and safety and accident prevention (Regulation 4.3)**
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| 1. *Ship owners / operators have the obligation to:*
* *adopt policies and programmes relating to occupational safety and health management that includes 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 ambient factors and chemicals, as well as the risk of injury or disease that may arise from the use of equipment and machinery on board ships;*
* *to provide seafarers with appropriately-sized personal protective equipment or other accident prevention devices accompanied by provisions on the use of such equipment or protection devices;*
* *to ensure that the machineries used on board are properly guarded and that its use without appropriate safety guards is prevented;*
* *to ensure that a Safety Committee is established on board a ship that has five or more seafarers; and*
* *adequately investigate and record all deaths of seafarers for submission to the Tuvalu Ship Registry for further reporting to the Director-General of the International Labour Office.*
1. *Refer to Marine Guidance MG-3/2012/1 for Guidance on the Basic Elements of a Shipboard Occupational Health and Safety Program and Marine Circular MC-9/2012/1 for Health & Safety Issues for Seafarers under the Age of 18.*
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| * 1. **On-board medical care (Regulation 4.1)**
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| 1. *Ship owners / operators shall ensure that health protection and medical care (including essential dental care) are provided for seafarers working on board vessels taking into consideration cultural and religious backgrounds are maintained which:*
* *ensures the application to seafarers of any general provisions on occupational health protection and medical care relevant to their duties, as well as of special provisions specific to work on board vessels;*
* *gives health protection and medical care as comparable as possible to that which is generally available to workers ashore, including prompt access to the necessary medicines, medical equipment and facilities for diagnosis and treatment and to medical information and expertise;*
* *gives seafarers the right to visit a qualified medical doctor or dentist without delay in ports of call, where practicable;*
* *ensures that, to the extent consistent with the national law and practice, medical care and health protection services while a seafarer is on board a vessel or landed in a foreign port are provided free of charge to seafarers;*
* *are not limited to treatment of sick or injured seafarers but include measures of a preventive nature;*
* *ensure prompt disembarkation of seafarers in need of immediate medical care from ships in its territory and access to medical facilities ashore for the provision of appropriate treatment; and*
* *shall facilitate the repatriation of the body or ashes of a seafarer, in accordance with the wishes of the seafarer or their next of kin (as appropriate), who has died during a ship’s voyage.*
1. *Refer to Marine Circular MC-2/2007/12/2 (Sections 1, 3 and 4)*
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| * 1. **On-board complaint procedures (Regulation 5.1.5)**
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| 1. *There shall be on board complaint procedures that allow for the fair and effective handling of seafarer complaints alleging violations of the provisions of MLC 2006.*
2. *Seafarers shall be provided, together with a copy of their seafarers’ employment agreement, a copy of the on board complaint procedures applicable to the ship as prescribed in Marine Circular MC-10/2012/1.*
3. *Utilization of on board compliant procedures shall not prejudice a seafarer’s right to seek redress through conciliation and mediation, arbitration or legal means.*
4. *Any victimization of a seafarer for filing a complaint is strictly prohibited. Victimization is understood to mean any adverse action taken or threatened by any person with respect to a seafarer for lodging a complaint which is not manifestly vexatious or maliciously made.*
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| * 1. **Payment of Wages (Regulation 2.2)**
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| 1. *Ship owners / operators shall ensure that all seafarers are:*
* *paid at no greater than monthly intervals and in accordance with their seafarers’ employment agreement and any applicable collective agreement;*
* *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 a currency or at a rate different from the one agreed to;*
* *allowed to, 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. Allotments must be remitted in due time and directly to the person or persons nominated by the seafarers; and*
* *provided wages and other entitlements under their seafarers’ employment agreement or collective bargaining agreement if held captive on or off a ship due to acts of piracy or armed robbery against the ship.*
1. *Refer to Marine Circular MC-12/2012/1 for Provisions for Seafarers Wages.*
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| * 1. **Financial Security for Repatriation (Regulation 2.5)**
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| * + 1. *Ship owners / operators shall ensure that all seafarers are covered by a financial security provider to facilitate prompt repatriation, including when they are deemed abandoned, and the financial security shall cover:*
* *Outstanding wages and other entitlements due from the ship owner to the seafarer in accordance with their seafarers’ employment agreement and any applicable collective agreement, limited to four (4) months of any such outstanding wages and four (4) months of any such outstanding entitlements;*
* *All expenses reasonably incurred by the seafarer, including the cost of repatriation which shall cover travel by appropriate and expeditious means; and*
* *The essential needs of the seafarer which includes items such as: adequate food, clothing where necessary, accommodation, drinking water supplies, essential fuel for survival on board the ship, necessary medical care, passage and transport of personal effects, and any other reasonable costs or charges from the act or omission constituting the abandonment until the seafarer’s arrival home.*
	+ 1. *A certificate or other documentary evidence of financial security issued by a financial security provider shall be posted in a conspicuous place on board and easily available to the seafarers and shall be in English or accompanied by an English translation. If there is more than one financial security provider providing the cover, then the certificate or other documentary evidence of each provider shall be carried on board.*
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| * 1. **Financial Security relating to Shipowners’ Liability (Regulation 4.2)**
 |
| * + 1. *Ship owners / operators shall ensure that all seafarers are covered by a financial security provider for contractual claims which refer to any claim relating to death or long-term disability of a seafarer due to an occupational injury, illness or hazard as set out in the seafarers’ employment agreement and any applicable collective agreement.*
		2. *A certificate or other documentary evidence of financial security issued by a financial security provider shall be posted in a conspicuous place on board and easily available to the seafarers and shall be in English or accompanied by an English translation. If there is more than one financial security provider providing the cover, then the certificate or other documentary evidence of each provider shall be carried on board.*
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| **RESULTS OF GAP ANALYSIS** |
| **Are there any Substantial Equivalencies?** | **No [ ]**  | **Yes [ ]  (please specify below** |
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| **Are there any Exemptions required?** | **No [ ]**  | **Yes [ ]  (please specify below** |
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| **COMPANY’S DECLARATION** |
| I declare that the particulars and information furnished above are correct and true. |
| **Name** | **Date** |
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| **Title** | **Signature** |
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