



Issued by the
Govt. of Pakistan

Ship's Copy/Office Copy
(8 Page)

AGREEMENT FOR EMPLOYMENT ON SHIPS

An agreement pursuant to the Merchant Shipping Act between the Owner/Agent/Master of the ship MV _____ and the Pakistan seafarers whose names are entered in this form for employment on board this ship.

Any erasure, interlineation or alteration in this Agreement will be void unless made with the consent of the persons concerned and attested by the Shipping Master, Government of Pakistan.

PARTICULARS OF SHIP

SHIP'S NAME		Flag	
		Gross Tonnage	
		Net Tonnage	
OWNER		Engine HP	
		Ship's Location	
		Port	
		Country	
AGENT'S NAME AND ADDRESS		Signature & Stamp of Owner/Agent/Master	

It is certified that within mentioned _____ bonafide Pakistani crew (whose names & descriptions are contained herein) and the Owner/Agent/Master have mutually agreed to the terms & conditions in this Agreement before me for the employment on board ship MV _____ in the capacity expressed against their respective names.

This agreement is valid for a period of twelve months from the date of execution. The agreement and other relevant documents are being handed over to the Owner/Agent/Master for completion of further pre-departure formalities as required under the law to joint the ship.

*Date _____

Shipping Master
Government Shipping Office
Ministry of Maritime Affairs
Government of Pakistan

TERMS & CONDITIONS AGREED BY THE OWNER/AGENT/MASTER AND THE CREW

1. This said crew agrees to conduct themselves in an orderly, faithful, honest, sober manner & to be at all times diligent in their respective duties and to abide the lawful command of the said Owner/Agent/Master and other authorities in every thing relating to the said ship. In case of default, they will be liable to any punishment, disciplinary action by the shipping Master under the Merchant Shipping Act & Rules framed under its provisions. All the existing rules regulations for maintaining discipline are adopted by the parties hereto & shall be considered as embodied in this Agreement.
2. Owner/Agent/Master hereby agree before me to pay to the said crew, as wages/dues the sums against their names mentioned in this Agreement & supply them with sufficient provisions/facilities accommodation clothing uniform etc. under existing rules. The food shall be pork free and adequate under the prevailing weather conditions.
3. Crew agrees for entitlement of wages' dues from the date of joining to the date of discharge from the ship & further agrees that the Owner/Agent shall not be compelled to pay any amount in excess of the agreed terms in this Agreement. In case the Owner/Agent is compelled to pay any amount in excess of the agreed terms, the concerned crew shall render themselves liable to refund the same in addition to any disciplinary action under the rules.
4. The crew shall be entitled to shore leave entirely at the discretion of the Master of the Ship.
5. The crew engaged on this Article of Agreement will not carry any contraband items on board nor will indulge in smuggling of items under purview of Customs Act. In case of default the crew will be liable for punishment under the law.
6. The crew agrees that in view of incapacity/constraints of the Master/Owner/Agent to release/discharge a crew on expiry of this Agreement, they will continue to serve but not more than 30 days after the expiry of this Agreement or on arrival at next Port of Call, which ever is earlier.
7. Crew agrees that any embezzlement of ship's cargo or stores, deliberately or negligently, will be made good to the Owner out of the earned wages of the concerned crew.
8. The Owner/Agent agrees to provide for each of the said crew whose names are entered in this Agreement and who may be discharged at a Foreign Port on completion of Agreement or any other valid reason of Owner/Agent, with free passage and facilities for safe repatriation to Pakistan. Any discharge, transfer, leave behind, death or desertion of any crew under this Agreement will be reported to the Shipping Master, Government of Pakistan immediately.
9. Owner/Agent hereby agrees that in the event of any of the crew being discharged or left behind at any port by reason of illness or incapacity, necessary care will be provided. In case of death his remains along with personal effects will be transported to Pakistan to a place at the discretion of Next of Kin for burial on company's expenses.
10. Master/Owner/Agent shall provide medical treatment to the crew when required. Crew agrees to be medically checked when found necessary by the Master/Owner/Agent. Any refusal to take prescribed medical examination or treatment offered, would free the Master/Owner/Agent from the liabilities and the crew will not be entitled to any compensation & may be discharged from the ship.
11. In the event of any member of the within mentioned crew being discharged by reasons of illness/ injury during this agreement and not due to his own willfull act he shall be paid full wages for a period of 12 weeks from the date of discharge in addition to wages earned on board the ship during the agreement and cost of any treatment for a period of four months.
12. Individual member of the crew may be discharged on disciplinary grounds during the currency of the agreement, if required by the Master. The same is to be reported to the Shipping Master through the Owner/Agent for further action as deemed fit by him.
13. Notwithstanding anything contained elsewhere, provided in this Article of Agreement, the said crew hereby jointly & severally agrees and undertake :

- a. To declare all personal effects & any thing in their possession on board ship whenever required by the Master/Owner/Agent or any Competent Authority.
- b. To report all suspicious and unlawful activities in their knowledge to the Master/duty Officer on board ship.
- c. Not to involve or indulge in any activity deemed unlawful under the Merchant Shipping Act or Customs Act or any other law or aid or abet any person on board in such activities.
- d. The said crew hereby agrees to accept & undertake that they will stand jointly & severally liable to reimburse Master/Owner/Agent any fines imposed on them or loss or damage occurred to the vessel as a result of any contraband goods being discovered by lawful authorities in their possession directly or indirectly .

14. The said crew further agrees that they will be repatriated to Pakistan in the event of his/their being disciplined, creating trouble on board, showing disobedience to lawful command or being found guilty of misconduct. The cost of transportation to Pakistan will be borne by the crew & will be dealt in accordance with the provisions of the Merchant shipping Act. In case he/they is/are found guilty by the Shipping Master, he/they will not be entitled to any wages for the period between the date of breach of agreement and date of arrival at home port. All expenses incurred by the Owner/Agent on his/their repatriation and engagement of substitute will be deducted from his/their wages. In case the wages are not due, the Owner/Agent shall have the option to use him/them in the Court of Law for recovery of such expenditure.

15. It is agreed that hours of work for engaged crew will be as mentioned in the shipping companies regulations.

16. The Owner/Agent will pay dangerous cargo compensation & allowance to the concerned crew as per mutual agreement.

17. In the event of death or injury resulting in incapacity of a seafarer during employment on board, the Owner/Agent will pay compensation to him or his legal heirs as follows :

- a. 60 months wages, if crew is less than 30 years of age on the day of his death, or accident causing permanent incapacity.
- b. 48 months wages, if crew is Over 30 years of age on the day of his death, or accident causing permanent incapacity.
- c. Pro-rata compensation shall be paid to a crew if he/she becomes partially incapacitated. The Port-Health/Officer, Medical Board will certify the degree of incapacity.

18. Maximum age limit for crew serving under this Agreement as agreed mutually is 60 years. It is extendable by another 5 years with mutual agreement subject to the approval of the Shipping Master, Government of Pakistan.

19. If any member of the crew or Master/Owner/Agent considers himself aggrieved by any breach of agreement by other party, he shall represent the same to the Master/Owner/Agent or concerned crew of the ship *vice versa* in a quiet & orderly manner. If still not satisfied then the matter shall be addressed to the Pakistan Mission abroad or Shipping Master, Government of Pakistan for arbitration/ decision under the Shipping Act. The decision if any by the Shipping Master will be final to the rights of parties of this agreement.

20. In case a ship is missing or not located for a period of 90 days from the last port of call. The ship would be considered as sunk and the crew assumed to be dead. The Owner/Agent would be liable to pay all the dues, death compensation to their legal heirs.

21. In case of change of Ownership of the ship/Company or dispute. The Owner/Agent signing this Artical of Agreement will be responsible for signing-off/final payment of dues to the crew signed herein.

Reference No.	SSB No.	Name of Crew	Date of Signing agreement	Capacity of engagement	No. of certificate of competency	Date of reporting on board	Amount of wages per calender month
1	2	3	4	5	6	7	8
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							

Amount of wages to be advanced on signing of the Article	Monthly allotment	Name & address of Next of Kin/Nominee	I under stand and agree to all terms and conditions of this agreement. Signature of the crew	I under stand and agree to all terms and conditions of this agreement. Signature of the Owner/Agent.	Counter Signature by Shipping Master	Reference No.
9	10	11	12	13	14	
						1
						2
						3
						4
						5
						6
						7
						8
						9
						10
						11
						12

AGREEMENT ENDORSEMENTS

Article of Agreement Opened On _____

Article of Agreement Delivered On _____

Agreement Changed/Renewed On _____

Exemption of Renewal granted On _____ for one Voyage.

2nd Exemption of Renewal granted On _____ for one Voyage.

Agreement Extended On _____ For _____

Agreement Delivered without Change On _____

On _____

On _____

On _____

Article of Agreement Closed On _____