

ARTICLES OF AGREEMENT

BETWEEN THE MASTER AND SEAFARER IN THE MERCHANT SERVICE OF THE REPUBLIC OF GUYANA

REPUBLIC OF GUYANA MERCHANT SHIPPING ACT 1998, CAP:49

Name of Vessel:	Official Number:	Port of Registry:	Name and Address of Owner:

It is agreed between the Master and the undersigned seafarers of the (steam) (Motor) vessel (a) of which (b) is at present Master, or whoever shall become Master, now bound from the port of (c) to (d) and such other Ports and places in any part of the world as the Master may direct, for a term (of) (not exceeding) e) calendar months, that:

(1) Seafarers shall conduct themselves in an orderly, faithful, honest and sober manner, at all times be diligent in their respective duties and obedient to the lawful commands of the Master, or of any person who shall lawfully succeed him, and their superior officers, in every thing relating to the vessel, its stores and cargo, whether on-board, in boats or on shore. In consideration of this service, to be duly performed, the Master agrees to pay the undersigned seafarers the wages expressed herein and/or set forth in supplemental provisions and/or agreements.

(2) Wages shall commence no later than on the day specified and agreed to in these Articles or at a time of presence on board for the purpose of commencing work, whichever first occurs, and shall terminate on the day of discharge.

(3) Payment of wages shall continue throughout any periods of captivity resulting from piracy or armed robbery against ships, as defined by the Amendments to the Code of the MLC, 2006, relating to Regulation 2.1, Standard A2.1(7) (2018), regardless of whether the Seafarer Employment Agreement(s) ("SEAs") expires or whether either party has given notice to suspend/terminate the SEA. The SEAs must remain in effect, and the seafarer(s) must be paid, during the entire period of captivity, until the seafarer(s) is released and repatriated or perishes in captivity.

(4) Seafarers are entitled to receive on request, in local currency, from the Master one half of the balance of base wages actually earned and payable at every intermediate port where the vessel shall load or discharge cargo before the end of the voyage, but not more than once in any ten (10) day period.

(5) If the Master and a seafarer agree, a portion of such seafarer's earnings may be allotted to such seafarer's spouse, children, grandchildren, parents, grandparents, brothers or sisters, or to a bank account in the name of the seafarer.

(6) Any seafarer who is put ashore at a port other than the one where he signed on these Articles and who is put ashore for reasons for which he is not responsible, shall be returned as a seafarer or otherwise, but without expense to him

(a) at the Shipowner's option, to the port in which he was engaged or where the voyage commenced or to a port in such seafarer's own country; or

(b) to another port agreed upon between the seafarer and the Shipowner or Master.

However, in the event such seafarer's contract period of service has not expired, the Shipowner shall have the right to transfer him to another of the Shipowner's vessels, to serve thereon for the balance of the contract period of service, unless otherwise provided for herein.

(7) Any seafarer whose period of employment is terminated by reason of completion of the voyage for which he was engaged or of expiration of his contract period of employment, shall be entitled to repatriation at no expense to him to the port at which he was engaged or to such other port as may be agreed upon. While the right to repatriation may lapse in the absence of a timely claim for repatriation by the seafarer so entitled, the entitlement to repatriation shall not lapse if the seafarer concerned does not claim it within a reasonable period of time due to being held captive.

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

(9) Any seafarer may request his immediate discharge on grounds of injury or illness, and such discharge may be granted in the Master's reasonable discretion at the next appropriate port.

(10) The Master shall give to a seafarer discharged from his vessel either on his discharge or on, payment of his wages, the Seafarer's Continuous Discharge Certificate & Record Book as issued by the Office of the Maritime Administrator, with an entry specifying the period of his service and the time and place of his discharge.

(11) Every Master in service aboard a vessel registered under the Shipping Act, shall ensure that watchkeeping arrangements are adequate for maintaining a safe continuous watch or watches, taking into account the prevailing circumstances and conditions and that, under the Master's general directions all watchkeeping personnel shall observe the principles and guidance set out in the International Convention on Standards of Training, Certification and Watchkeeping 1978, as amended, and as established by the Administration.

- (a) All persons who are assigned duty as officer in charge of a watch or as a rating forming part of a watch shall be provided a minimum of ten (10) hours of rest in every 24-hour period;
- (b) The hours of rest may be divided into no more than two periods, one of which shall be at least six (6) hours in length;
- (c) The requirement for rest periods set forth in paragraphs (a) and (b), above, need not be maintained in case of an emergency or drill or in other overriding operational conditions - i.e., essential shipboard work which could not reasonably have been anticipated at the commencement of the voyage;
- (d) Notwithstanding the provisions of paragraphs (a) and (b), above, the minimum period of ten (10) hours may be reduced to not less than six (6) consecutive hours, provided that any such reduction shall not extend beyond two days and not less than seventy (70) hours of rest are provided each seven day period;
- (e) Watch schedules shall be posted where they are easily accessible on board the vessel;
- (f) The Master shall cause the recordation of the hours of work and/or rest periods of each seafarer, and such record shall be available for inspection by marine inspectors designated by the Maritime Administrator, or an official who is authorized to act for and on behalf of the Maritime Administrator.

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

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

(14) Work performed over and above an eight (8) hour period shall be considered overtime and be compensated for at overtime rates. However, such work performed in excess of eight hours per day shall not be compensated for when necessary for the safety of the vessel, its passengers, officers, crew, cargo or for the saving of other vessels, lives or cargo, or for the performance of fire, lifeboat or other emergency drills.

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

(16) No dangerous weapons, narcotics or contraband articles, and alcoholic beverages except as provided by the Shipowner as part of the vessel's provisions, shall be brought on board the vessel nor allowed in the possession of seafarers, and any seafarer bringing the same on

board or having the same in his or her possession on board, shall be subject to discharge and/or shall be liable for such fines as the Master may direct, and all such articles shall be confiscated. The amount of any fine levied against the vessel by the proper authority of the port wherein the vessel is then located, for possession of narcotics and/or contraband cargo, shall be made good to the Shipowner out of the wages of the seafarer or seafarers guilty of such possession.

(17) No seafarer shall go ashore in any foreign port except by permission of the Master. However, the Master shall not refuse the reasonable request of any seafarer for shore leave for the purpose of presenting a complaint against the vessel or Master to a Consul of the Republic of Guyana or other proper Official of the Republic of Guyana.

(18) The Shipowner and Master may issue such rules and regulations as may be necessary for the safe and proper operation of the vessel; providing nothing contained therein shall be contrary to law.

(19) If any seafarer considers himself aggrieved by any breach of these Articles, he shall represent the same to the Master or officer in charge of the vessel, in a quiet and orderly manner, who shall thereupon take such corrective action as the case may require.

(20) All rights and obligations of the parties to these Articles shall be subject to the Shipping Act and Regulations of the Republic of Guyana.

IT IS ALSO AGREED THAT:

(additional provisions may be included or referenced herein or attached hereto)

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

Articles opened at on

.....
Signature of Master

Note

(a) Enter name of vessel

(b) Enter full name of Master

(c) Enter the name of first port of departure

(d) Enter here a description of the voyage and the names of the places at which the ship is to touch, or if that cannot be done, the general nature and the probable length of the voyage and the port of country at which the voyage is to terminate. For ships engaged in world-wide trading without definite itineraries or schedules, insert "world-wide trading."

(e) Strike out word(s) not applicable

