Nota kepada Pemilik Kapal, Pengendali Kapal, Pengurus, Wakil pemilik syarikat kapal, Pelaut dan Badan Klasifikasi.

Note to Shipowners, Ship Operators, Managers, Masters, Owners’ Representatives, Seafarers and Recognised Organisations.


Ordinan Perkapalan Saudagar 1952
Merchant Shipping Ordinance 1952 (MSO 1952)


Part III of the Merchant Shipping Ordinance 1952 [Ord. 70/1952] is referred.


2. The Maritime Labour Convention, 2006 will come into force on 20\(^{th}\) August 2013.


3. Ships above 500GT plying internationally are required to have a Maritime Labour Certificate onboard their ships as prima facie evidence in complying with the requirements of the Convention.

4. Maklumat pemakaian Konvensyen adalah seperti di lampiran yang merangkumi butir-butir berikut:

a) Definasi

4. The details for the implementation of the Convention is as per the attachment which addresses the following details:

a) Definition
b) Application  

c) Recognized Organizations  

d) Declaration Of Maritime Labour Compliance (DMLC)-Part I and II  

e) Initial inspection and issuance of the Maritime Labour Certificate  

f) Intermediate Inspection and Endorsement of The MLC  

g) Renewal Inspection and Renewal of Maritime Labour Certificate  

h) Interim Inspection and Issuance of the Interim Maritime Labour Certificate  

i) Cessation of Certificates  

j) On Board Complaint Procedure  

k) Seafarer Employment Contract  

l) Recruitment and Placement  

m) Health and Safety Protection  

5 Any queries on the implementation of the Convention in Malaysia, can be forwarded via fax to Marine Department of Malaysia or e-mail at mlc@marine.gov.my
IMPLEMENTATION OF THE MARITIME LABOUR CONVENTION, 2006 IN MALAYSIA

Notice to Shipowners, Ship Operators, Managers, Masters, Owners’ Representatives and Recognised Organisations

1. The Director of Marine would like to inform all concerned that The Maritime Labour Convention, 2006 (Convention) will come into force on 20 August 2013.

2. The Convention sets out the seafarers’ rights to favourable conditions of work on a wide range of subjects and aims to be globally applicable, easily understandable, readily updatable and uniformly enforced. It has been designed to become a global instrument known as the “fourth pillar” of the international regulatory regime for quality shipping, complementing the key Conventions of the International Maritime Organization (IMO).

Definitions

3. Competent Authority
Means the Marine Department Malaysia.

4. Seafarer
“seafarer” means any person who is employed or engaged in any capacity on board a ship to which this Ordinance applies, except persons not directly employed for the normal manning of the ship within the deck, engine or catering department. Groups of personnel excluded as seafarers are:

i. Pilots;
ii. Superintendents, surveyors, auditors, inspectors;
iii. Supernumeraries;
iv. Scientists, researchers, divers, specialist off-shore technicians etc. whose work is not part of the routine business of the ship;
v. a person who works on board the ship solely within a port or at a port facility;
vi. Repair and maintaining technicians;
vii. Non-marine personnel, employed under outsourced service agreements, the terms of which determine conditions under which the service provider will supply the necessary personnel;
viii. Military and armed personnel; and
ix. Temporary riding crew.

5. If a shipowner deems that there is any other category of persons who should not be considered as seafarers for the purpose of the Convention, an application containing the following information should be submitted to the Director of Marine at mlc@marine.gov.my:

i. The category or capacity of the persons;
ii. The duration of the stay on board of the persons concerned;
iii. The frequency of periods of work spent on board;
iv. The location of the person’s principal place of business;
v. The purpose of the person’s work on board;
vi. The company who is responsible for the labour and social conditions for the person;
vii. Whether an agreement is in place for the persons and if the shipowner has assessed it to ascertain if it is comparable with the Convention.
6. “owner”, in relation to a ship, means –
   i. every person who owns the ship or has any interest in the ownership of the ship;
   ii. in any case where the ship has been chartered, the charterer;
   iii. in any case where the owner or charterer is not responsible for the navigation and the management of the ship, every person who is responsible for the navigation and management of the ship;

Application

7. The Convention shall apply to all Malaysian flagged ships, ordinarily engaged in commercial activities wherever they are and to all other ships ordinarily engaged in commercial activities while they are in Malaysian waters and to all seafarers serving onboard such ships.

8. The Director of Marine has determined that the Convention shall not apply to the following ships:
   i. Malaysian ships that are trading and/or operating exclusively within ports in Malaysia;
   ii. Offshore units whose primary service is drilling operations for the exploration, exploitation or production of resources beneath the sea bed and are not ordinarily engaged in navigation or international voyages;
   iii. Floating Storage and Offloading (FSO); Floating, Production, Storage and Offloading (FPSO); or any other vessel of similar operations;
   iv. Fishing Vessels;
   v. Ships of traditional build such as dhows and junks;
   vi. Warships or naval auxiliaries; and
   vii. Any ship belonging to or in the employment of the Government of Malaysia or any State thereof.

Recognised Organizations

9. The Marine Department of Malaysia has delegated the inspection functions and certification services under the Convention to 12 Authorized Recognised Organizations (RO). The ROs are:
   i. ABS Pacific Division
   ii. Bureau Veritas (M) Sdn Bhd
   iii. China Classification Society
   iv. Det Norske Veritas (M) Sdn Bhd
   v. Germanischer Lloyd’s (M) Sdn Bhd
   vi. Indian Register of Shipping
   vii. Korean Register of Shipping
   viii. Lloyds Register of Shipping Sdn Bhd
   ix. Nippon Kaiji Kyokai (M) Sdn Bhd
   x. RINA Malaysia Sdn Bhd
   xi. Russian Maritime Register of Shipping
   xii. Ship Classification (M) Sdn Bhd
Declaration of Maritime Labour Compliance (DMLC) – Part I and II

10. The Director of Marine has outlined the requirements of the 14 general areas as listed below in the Declaration of Maritime Labour Compliance Part I:

   i. Minimum Age
   ii. Medical Certification
   iii. Qualifications of Seafarers
   iv. Seafarers’ Employment Agreements
   v. Use of any licensed or certified or regulated private recruitment and placement service
   vi. Hours of Rest
   vii. Manning level of the ship
   viii. Accommodation
   ix. On-board recreational facilities
   x. Food and catering
   xi. Health and safety accident prevention
   xii. On-board medical care
   xiii. On-board complaint procedures
   xiv. Payment of wages

11. The requirements of the above 14 general areas of the DMLC Part I is attached in Appendix 1. Shipowners are required to apply for the DMLC Part I using the form in Appendix 1A.

12. The DMLC Part I shall be completed by the Director of Marine and will contain the following:

   i. Particulars of the ship – Ship’s name, IMO number and Gross Tonnage
   ii. Reference to the information on the content of the national requirements in each of the matters listed in Appendix A5-1 of the Convention.
   iii. Reference to ship type specific requirements under national legislation.
   iv. Record of substantially equivalent provisions under paragraph 3 & 4 of Article VI of the Convention as applicable.
   v. Record of exemptions if granted under Title 3 of the Convention.

13. The DMLC Part II shall be completed by the shipowner and must identify the measures adopted to ensure ongoing compliance with the national legislation between inspections and the measures proposed to ensure that there is continuous improvement. The RO of the ship shall verify compliance with the national legislation and the requirements of the Convention, by examination of the DMLC Part II.

14. The examination of the DMLC Part II shall be a two step process. The first step is verification that the proposed measures satisfy the national and Convention requirements. It shall include examination amongst other documents of the Seafarers Employments Agreements, and shipowners’ management systems manual.

15. The second step is the successful completion of an initial onboard inspection to verify that the shipowner has implemented the proposed measures documented in the DMLC Part II. If the RO is satisfied that all the requirements are met the Maritime Labour Certificate will be issued.
16. The DMLC Part I and Part II shall be carried onboard at all times together with the Maritime Labour Certificate.

17. A copy of the DMLC Part I and II must be posted in a conspicuous place on board which is accessible to the seafarers. A copy of the DMLC Part I and II must be made available upon request to seafarers, flag state inspectors, port state control officers, shipowners’ and seafarers representatives.

18. A new DMLC Part I shall be issued when there is a change in the ship's particulars as recorded on the DMLC Part I or when there are changes to the exemption or equivalent arrangements. A revised DMLC Part II needs to be issued when there is a change of shipowner or in the measures to ensure compliance with the provisions of the DMLC Part I.

19. Applications for the acceptance of an equivalence or exemption from the requirements of the Convention shall be submitted at the time of requesting the DMLC Part I. If, subsequent to the issuance of the DMLC Part I, the shipowner requires consideration of an equivalency or exemption, a new application for DMLC Part I shall be submitted and subject to the approval of the application, an amended DMLC Part I, DMLC Part II and inspection for the issuance of the Maritime Labour Certificate will be required.

Initial Inspection and Issuance of the Maritime Labour Certificate

20. A Maritime Labour Certificate (MLC) as well as a DMLC shall be issued to ships of 500 GT or more, to which the Convention applies, following a successful initial onboard inspection. The Maritime Labour Certificate confirms that the working and living conditions have been inspected and verified to meet national legislation implementing the Convention.

21. Ships below 500 GT are subject to an inspection at intervals not exceeding three years, with no certificate to be issued. One has to note however that shipowners may request a certificate on a voluntary basis. It is strongly recommended that ships below 500 GT are issued with a certificate in order to simplify matters involving port State control inspections and to avoid undue delays in ports.

22. A Maritime Labour Certificate shall be issued by the RO upon completion of a satisfactory Initial inspection. The Certificate shall be issued for a period not exceeding five years.

23. All applicable ships shall comply with the Convention’s requirements and be certified by the date of entry into force of the Convention. Shipowners are strongly encouraged to undertake voluntary certification of their ships prior 20 August 2013. Ships meeting the requirements of the Convention prior to the entry into force of the Convention shall be issued with a Statement of Compliance with the Convention following satisfactory inspection. On entry into force of the Convention, Statement of Compliance issued during the voluntary period shall be replace with a Maritime Labour Certificate, without survey, with the expiry date being no later than that on the existing Statement of Compliance.
Intermediate Inspection and Endorsement of the MLC

24. The validity of the MLC shall be subject to an intermediate inspection. The scope and extent of the intermediate inspection shall be equal to an inspection for renewal of the Certificate. The intermediate inspection shall be carried out between the second and third anniversary dates of the Maritime Labour Certificate. The Maritime Labour Certificate shall be endorsed by the RO, following satisfactory intermediate inspection. If the intermediate inspection is not carried out as required, the Maritime Labour Certificate shall cease to be valid.

Renewal Inspection and Renewal of the Maritime Labour Certificate

25. The Maritime Labour Certificate shall be renewed after verification that all national requirements implementing the Convention are being met. When the renewal inspection is completed within three months before the expiry date of the existing Certificate, the new certificate shall be valid for a period of five years from the date of expiry of the existing one. When a renewal inspection is completed more than three months before the expiry date of the existing Maritime Labour Certificate, the new Certificate shall be valid for a period not exceeding five years, starting from the date of completion of the renewal inspection.

Interim Inspection and Issuance of an Interim Maritime Labour Certificate

26. Interim inspections shall be carried out (on new and existing ships) if any one of the following conditions exists:
   i. New ship on delivery;
   ii. New ship to the Company;
   iii. Ship changes flag to Malaysia.

27. Existing vessels, not falling under any of the above cases, shall not be required to undergo an interim inspection. At the time of the interim inspection, the DMLC I & II is not required to be on board.

28. An Interim Certificate shall only be issued when the RO, on behalf of the Marine Department of Malaysia, has verified that:
   i. The ship complies as far as is reasonable and practicable, with the matters listed in paragraph 10;
   ii. The ship has adequate procedures in place to comply with the Convention;
   iii. The master is familiar with the requirements of the Convention and the responsibilities for implementation;
   iv. A draft DMLC II has been submitted to the RO of the ship for review.

29. An interim certificate valid for a period not exceeding six months shall be issued following satisfactory completion of the interim inspection.

Cessation of Certificates

30. The Maritime Labour Certificate and the DMLC shall cease to be valid if any one of the following situations arises:
   i. Required inspections are not carried out;
ii. The Maritime Labour Certificate is not endorsed at the intermediate inspection;
iii. The shipowner has changed;
iv. A ship changes flag;
v. Substantial modifications have been made to the structure or equipment of the ship.

On-board complaint procedure

31. All ships shall have on-board procedures for the fair, effective and expeditious handling of seafarer complaints alleging breaches of their rights. Such procedures shall seek to resolve complaints at the lowest level possible. The seafarer shall have the right to lodge the complaint directly with the master and where deemed necessary also with the appropriate external authorities.

32. The on-board complaint procedures shall include the right of the seafarer to be accompanied or represented during the complaint procedure, as well as safeguards against the possibility of victimization of seafarers for filing complaints which are neither manifestly vexatious nor maliciously made.

33. In addition to the copy of their seafarers' employment, all seafarers shall be provided with a copy the on-board complaint procedures applicable on the ship. The procedures shall include contact information of the Competent Authority and the name of the person or persons on board the ship who can, on a confidential basis, provide seafarers with impartial advice on their complaint or otherwise assist them in following the complaint procedures available to them on board the ship. Furthermore, the seafarer shall have the right to seek redress through whatever legal means he considers appropriate.

34. The onboard complaints procedures shall contain at least the following:
   i. Contact information for the company's Maritime Labour Convention, 2006 designated person or any other person appointed by the company;
   ii. Contact information of the Director Of Marine;
   iii. Contact information of the competent Authority in the seafarers country of residence;
   iv. Name of a person or persons onboard the ship who can, on a confidential basis, advise and assist the seafarer to follow the complaint procedures.

35. The contact details for lodging a complaint with the Director of Marine are as follows:

Principal Assistant Director  
Seafarers Development Unit  
Malaysia Marine Department  
Email :- mlc@marine.gov.my  
Fax: +603 – 3167 2882

36. The complainant seafarer shall submit his complaint to his superior officer in writing. Where a solution cannot be found at the level, the superior officer shall refer the complaint to the head of department. The latter shall interview the seafarer with a view to solving the complaint. If the seafarer is not satisfied with the way his complaint has been handled, he may request an interview with the master. If no satisfactory resolution is obtained, the
seafarer may appeal to the management of the company. If no satisfactory resolution is achieved the seafarer may resort to forwarding the appeal to the Director of Marine at mlc@marine.gov.my. Any complaint forwarded to the Director of Marine shall include particulars of the complaint lodged onboard the ship. This shall amongst others include the particulars of the ship, complainant’s details, date or reference number of the complaint lodged onboard the vessel.

37. In the event of a complaint being received by a RO from the complainant directly or via a third party, such complaint should be brought to the attention of the Director of Marine.

Seafarer Employment Contract

38. The shipowner of every Malaysian ship shall enter into a seafarer’s employment contract with every seafarer onboard his ship. The contract shall stipulate the terms and conditions of the seafarer’s employment in a clear written legally enforceable contract which shall include the following terms and conditions:

i. the seafarer’s full name, date of birth or age, and birthplace;

ii. the shipowner’s name and address;

iii. the place where and date when the seafarer’s employment contract is entered into;

iv. the capacity in which the seafarer is to be employed;

v. the amount of the seafarer’s wages or, where applicable, the formula used for calculating them;

vi. the amount of paid annual leave or, where applicable, the formula used for calculating them;

vii. the termination of the agreement and the conditions thereof, including:

(a) if the agreement has been made for an indefinite period, the conditions entitling either party to terminate it, as well as the required notice period;

(b) if the agreement has been made for a definite period, the date fixed for its expiry; and

(c) if the agreement has been made for a voyage, the port of destination and the time which has to expire after arrival before the seafarer should be discharged;

viii. the health and social security protection benefits to be provided to the seafarer by the shipowner;

ix. the seafarer’s entitlement to repatriation;

x. any other particulars which national law may require.

39. The seafarers’ employment contract shall be agreed to by the seafarer under conditions which ensure that the seafarer has an opportunity to review and seek advice on the terms and conditions in the contract and freely accepts them before signing.

40. The seafarer employment contract shall be signed by both the seafarer and the shipowner, or a representative of the shipowner. Each shall retain an original copy of the signed contract for the duration of the term.

41. Shipowners shall ensure that all seafarers are given a document containing a record of their employment on board their ship, such as an appropriate ‘Seafarer’s Record Book’, which shall not contain any information on the quality of the seafarer’s work or their wages.
Shipowners are guided by a draft Seafarer employment contract which is attached in Appendix 2.

**Recruitment and Placement Services**

Shipowners who use manning agents based in a State which has ratified the Convention shall ensure that the manning agent has been licensed by the State’s Competent Authority.

Shipowners who use manning agents based in a State which has not ratified the Convention shall ensure that the standards equivalent to those determined by the Convention is being applied.

In determining the minimum standards of manning agents, the following must be adhered to:

i. no manning agent can charge a fee or other charges to a seafarer for the purpose of obtaining employment onboard ship. The cost of obtaining a national statutory medical certificate, the national seafarer’s book and a passport or other similar personal travel documents may be borne by the seafarer. However, the cost of visas shall be borne by the shipowner;

ii. manning agents are prohibited from using any means, mechanisms or lists intended to prevent or deter seafarers from gaining employment for which they are qualified;

iii. ensuring that manning agents;
   
   (a) maintain an up-to-date register of all seafarers recruited or placed through them, to be available for inspection by the competent authority;
   
   (b) make sure that seafarers are informed of their rights and duties under their employment contracts prior to or in the process of engagement and that proper arrangements are made for seafarers to examine their employment contracts before and after they are signed and for them to receive a copy of the contract;
   
   (c) verify that seafarers recruited or placed by them are qualified and hold the documents necessary for the job concerned, and the seafarer’s employment contract is in accordance with applicable laws and regulations and any collective bargaining agreement that forms part of the employment contract;
   
   (d) make sure, as far as practicable, that the shipowner has the means to protect seafarers from being stranded in a foreign port;
   
   (e) examine and respond to any complaint concerning their activities and advise the competent authority of any unresolved complaint;
   
   (f) 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 the manning agency or the relevant shipowner under the the seafarer’s employment contract to meet its obligations to them.

Manning agents based in Malaysia shall ensure that they are licensed by the Marine Department of Malaysia. In applying the license, the manning agent shall apply a licence from the Ministry of Human Resources of which the relevant procedures and requirements is attached in Appendix 3 which consists of the following:
i. Appendix 3-1 – Senarai Semakan Permohonan Baru/Buka Cawangan Agensi Pekerjaan Swasta
ii. Appendix 3-2 – Surat dari Jabatan Tenaga Kerja
iii. Appendix 3-3 – Borang 1 Permohonan Lesen
iv. Appendix 3-4 – Borang Maklumat Syarikat
v. Appendix 3-5 – Surat Akuan Kelakuan Baik (Testimonial) Permohonan Lesen Agensi Pekerjaan Swasta
vi. Appendix 3-6 – Surat Akuan Untuk Menjadi Penjamin
vii. Appendix 3-7 – Surat Akuan

47. The manning agent is then required to submit an application form as in Appendix 4 to the Marine Department of Malaysia. On receipt of the application, the Marine Department of Malaysia will inspect the manning office for the following matters:
   i. medical examinations, seafarers’ identity documents and such other items as be required by the seafarer to gain employment;
   ii. maintaining, with due regard to right to privacy and the need to protect confidentiality, full and complete records of the seafarers covered by the manning agents, which should include, but not limited to:
      (a) the seafarers’ qualifications
      (b) record of employment
      (c) personal data relevant to employment
      (d) medical data relevant to employment
   iii. maintain up-to-date lists of the ships for which the manning agent provide seafarers and ensuring that there is a means by which the services can be contacted in an emergency at all hours;
   iv. procedures to ensure that seafarers are not subject to exploitation by the manning agent or their personnel with regard to the offer of engagement on particular ships or by particular companies;
   v. procedures to prevent the opportunities for exploitation of seafarers arising from the issue of joining advances or any other financial transaction between the shipowner and the seafarers which are handled by the manning agent;
   vi. clearly publicizing costs, if any, which the seafarer will be expected to bear in the recruitment process;
   vii. ensuring that seafarers are advised of any particular conditions applicable to the job for which they are to be engaged and of the particular shipowner’s policies relating to their employment
   viii. procedures which are in accordance with the principles of natural justice for dealing with cases of incompetence or indiscipline consistent with national laws and practice and, where applicable, with collective agreements;
   ix. procedures to ensure, as far as practicable, that all mandatory certificates and documents submitted for employment are up to date and have not been fraudulently obtained and that employment references are verified;
   x. procedures to ensure that requests for information or advice by families of seafarers while the seafarers are at sea are dealt with promptly and sympathetically and at no cost; and
   xi. verifying that labour conditions on ship where seafarers are placed are in conformity with applicable collective bargaining agreements concluded between a shipowner and a representative seafarer’s organization and, as a matter of policy, supplying seafarers only to shipowners that offer terms and conditions of employment to seafarers which comply with applicable laws or regulations or collective agreements.
48. Manning agents based in Malaysia are required to notify the Marine Department of Malaysia of any inspections conducted by a third party for the purpose of that Manning agent being accepted by a shipowner.

49. Shipowners are required to notify the Marine Department of Malaysia of the Manning agents they utilize for the Manning of their ships. The notification shall include the Manning agents that have been licensed by a ratifying State and those that are situated in a non-ratifying State. It is the responsibility of the shipowner to ensure that the Manning agency based in a non-ratifying State complies with the requirements as above.

**Health and Safety Protection**

50. The Director of Marine recognizes that it is the duty of every shipowner to ensure, so far as is reasonable and practicable, the health and safety of employees and other persons onboard ship who may be affected by his acts and omissions. Similarly it is the duty of every seafarer onboard ship to take all reasonable care of his health and safety and that of other persons onboard ship who may be affected by his acts or omissions.

51. The matters to which that duty extends shall include in particular:

1. The provision and maintenance of plant, machinery and equipment and systems of work that are, so far as is reasonably practicable, safe and without risk to health;
2. Arrangements for ensuring, so far as is reasonably practicable, safety and absence of risk to health in connection with the use, handling, stowage and transport of articles and substances;
3. The provision to his employees of such information, instruction, training and supervision as is necessary to ensure, so far as is reasonably practicable, the health and safety of persons onboard ship;
4. So far as is reasonably practicable, the maintenance of all places of work in the ship in a condition that is safe and without risk to health;
5. The provision and maintenance of an environment for persons onboard ship that is, so far as is reasonably practicable, safe and without risk to health;
6. So far as is reasonably practicable, collaboration with others who employ persons who are at any time in the course of their employment onboard a ship or are engaged in loading or unloading activities in relation to a ship, to protect the health and safety of all persons onboard that ship.

52. It shall also be the duty of every shipowner to carry out an assessment of all the occupational health and safety hazards that may be present onboard the ship and the resultant risks involved concerning all aspects of the work activity. The shipowner shall ensure that written or retrievable electronic copies of such assessments, are available onboard the ship, and that they are updated regularly.

**Additional Information**

53. All enquiries related to Maritime Labour Convention matters, including implementation issues, shall be addressed to the Director Of Marine at mlc@marine.gov.my

Director Of Marine

20th August 2013
Maritime Labour Convention, 2006

Declaration of Maritime Labour Compliance Part I

Issued under the authority of: Marine Department Malaysia

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

<table>
<thead>
<tr>
<th>Name of ship</th>
<th>IMO number</th>
<th>Gross tonnage</th>
</tr>
</thead>
</table>

Is maintained in accordance with the Standard A5.1.3 of the Convention

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

(a) the provision of the Maritime Labour Convention are fully embodied in the national requirements referred to below;
(b) these national requirements are contained in the national provisions references below; explanation concerning the content of those provisions are provided where necessary;
(c) the details of any substantial equivalencies under the Article VI, paragraphs 3 and 4, are provided under the corresponding national requirement listed below or in the section provided for this purpose below;
(d) any exemptions granted by the competent authority in accordance with Title 3 are clearly indicated in the section provided for this purpose below; and
(e) any ship-type specific requirements under national legislation are also referenced under the requirements concerned.

1 Minimum Age (Regulation 1.1)

i. No seafarer under the age of 16 shall be engaged on board any Malaysian ship.

ii. No seafarer above the age of 16 and below the age of 18 shall be engaged in night work or where the work is likely to jeopardize their health or safety. Work that shall be construed as jeopardizing the health or safety of seafarers below the age of 18 is:

a. lifting, moving or carrying of heavy loads or objects;
b. entry into boilers, tanks and cofferdams;
c. exposure to harmful noise and vibration levels;
d. operating hoisting and other power machines and tools, or acting as signalers to operators of such equipment;
e. handling mooring or tow lines or anchoring equipment;
f. rigging;
g. work aloft or on deck in heavy weather;
h. servicing of electrical equipment;
i. exposure to potentially harmful materials, or harmful physical agents such as dangerous or toxic substances and ionizing radiations;
j. the cleaning of catering machinery; and
k. the handling or taking of ships' boats.

iii. No seafarer under the age of 18 years shall be employed or engaged or work as the ship's cook.

iv. Notwithstanding subsection (ii) and (iii), the Director of Marine may give exemption to any person undergoing an approved training programme on board a ship.
v. For the purpose under this section, ‘night work’ means work between the hours of 9 o’clock in the evening and 6 o’clock in the morning.

2 Medical Certification (Regulation 1.2)
i. Every seafarer shall not be permitted to work on a ship unless they are medically fit.

ii. The owner shall ensure the seafarer employed onboard is medically fit as prescribed by the Rules.

iii. A medical certificate shall be valid for a maximum period of two years except for seafarers under the age of 18 which shall be not more than 1 year.

iv. If the period of validity of the medical certificate expires in the course of the voyage, the certificate shall continue in force until the next port of call where the seafarer can obtain a medical certificate for a qualified medical practitioner, provided that the period shall not exceed three months.

3 Qualifications of Seafarers (Regulation 1.3)
i. No seafarer shall be permitted to work on a ship unless they are trained or certified as competent or qualified to perform their duties.

ii. The owner shall ensure that the seafarers have undergone the training and hold appropriate certificates to perform their duties on board a ship in accordance with the requirements of this Part or the rules under it.

4 Seafarers’ Employment Contract (Regulation 2.1)
i. A contract between each seafarer employed in a registered Malaysian ship and the owner, shall be made in writing and shall be signed both by him and by or on behalf of the owner.

ii. A seafarer shall be given the opportunity to examine the seafarer employment contract and have a clear understanding of his rights and responsibilities before signing the contract.

iii. The seafarer employment contract shall contain the minimum requirements as determined by the Director of Marine in the Malaysia Shipping Notice.

5 Use of any licensed or certified or regulated private recruitment and placement service (Regulation 1.4)
i. No person shall carry on the business of a private employment agency to supply masters and seafarers to serve on board ships except under the authority of a valid license issued by the Director of Marine in accordance with procedures prescribe under the regulation.

6 Hours of work or rest (Regulation 2.3)
i. Shipowners shall ensure that every seafarer on board is entitled to hours of rest, and the hours of rest shall not be less than ten hours in any twenty four hour period and not less than seventy seven hours in any seven day period. The minimum hours of rest may be divided into no more than two periods, one of which shall be at least six hours of rest.

7 Manning levels for the ship (Regulation 2.7)
i. Every ship shall a sufficient number of personnel on board to ensure its efficient operation, the safety and security of the ship and its personnel, under all operating conditions and in accordance to the Safe Manning Document or Manning Certificate.

ii. When a ship is not on a voyage or excursion, the owner or master shall ensure that sufficient number of ship personnel is on board the ship at all times to adequately respond to any situation such as fire, sinking or other emergencies which may affect the safety of the ship and its personnel and the environment.

8 Accommodation (Regulation 3.1)
i. The owner of every Malaysian ship shall provide and maintain accommodation and recreational facilities for every seafarer on board taking into consideration the seafarer’s health and well-being as determined by authority.
ii. For ships built before the MLC Convention comes into force for Malaysia, the accommodation has been surveyed in accordance with Section 168 of Merchant Shipping Ordinance 1952 or ILO Convention 92, as supplemented by ILO Convention 133.

iii. The master of every ship, or his representative, shall conduct inspections onboard the ship, not exceeding every 7 days, to ensure that the seafarer accommodation, recreational facilities, supplies of food and drinking water, spaces used for the storage and handling of food and drinking water and the galley and other equipment used for the preparation and service of meals is clean, decently habitable and maintained in a good state of repair. The result of such inspection shall be recorded and be available for review.

9 On-board recreational facilities (Regulation 3.1)
   i. The owner of every Malaysian ship shall provide and maintain accommodation and recreational facilities for every seafarer on board taking into consideration the seafarer's health and well-being as determined by authority.

   ii. Shipowner, should as a basic requirement, provide a television, reading materials and space for recreational activities, The seafarers shall be given reasonable access to ship-to-shore telephone communications, and e-mail and internet facilities, where available, with any charges for the use of these services being reasonable in amount.

   iii. The master of every ship, or his representative, shall conduct inspections onboard the ship, not exceeding 7 days, to ensure that the recreational facilities are clean and maintained.

10 Food and catering (Regulation 3.2)
   i. The owner of every Malaysian ship shall ensure that there is on board sufficient provision of food and drinking water that are of suitable nutritional value, quality and variety for every seafarer during the period of the seafarer’s employment on board the ship taking into account of their religious requirements and cultural practices.

   ii. The catering staff shall be properly trained or instructed for their positions.

11 Health and safety and accident prevention (Regulation 4.3)
   i. The Director of Marine shall exercise general direction and supervision over all matters relating the safe operation of ships and protection of the environment, and shall ensure compliance with the provisions of the rules made hereunder.

   ii. The shipowner or the master of the ship is required to report to the Director of Marine of any occurrences of occupational accidents, injuries and diseases on board ships, and to also correct unsafe conditions. Reports are required if the accident, injury or disease renders the seafarer unfit for work for more than 3 consecutive days or hospitalized for at least 24 hours.

   iii. Shipowners shall specify the duties of the master to take specific responsibility for the implementation of and compliance with the ship’s occupational safety and health policies and programmes. Shipowners shall also specify the authority of the ship’s seafarers appointed or elected safety representatives to participate in ship’s safety committee meetings.

12 Onboard Medical Care (Regulation 4.1)
   i. The owner of every Malaysian ship and any ship within Malaysian waters shall provide:
      a. adequate health protection and medical care for seafarers employed on board the ship; and
      b. the right for the seafarers to visit a qualified medical doctor or dentist without delay in ports of call, where practicable.

   ii. Any foreign ship within Malaysian waters and every Malaysian ship engaged on international voyages shall:
      a. Have on board at least one seafarer who is qualified to provide medical care and administering medicine; or
      b. Carry a qualified medical doctor on board who shall be responsible for providing medical care if the ship carries 100 or more persons and voyage is more than three days duration.
13 **Onboard Complaint Procedure (Regulation 5.1.5)**

i. Every owner of the ship shall maintain a complaint procedure in accordance to the guidance issued by the Director of Marine in accordance with the requirements under this Part or any rules made under it for the fair, effective and well documented and expeditious handling of seafarer complaints.

ii. The owner of the ship shall ensure that each seafarer employed on board the ship is provided with a copy of the complaint procedures.

14 **Payment of wages (Regulation 2.2)**

i. A seafarer’s right to wages and provisions shall be taken to begin either at the time specified in the seafarer’s employment contract for his commencement of work or presence on board the ship, whichever first happens.

ii. The owner shall pay seafarers’ wages at no later than end of the month and in accordance with their seafarers’ employment contract or any applicable collective agreement.

iii. Wages for the work done gazetted public holiday prescribe in the Employment Act 1995 [Act 265] and overtime as stipulated in the employment contract shall be paid not later than the last day of next wage period.

iv. Seafarers shall be 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 as specified in the employment contract.

v. The wages shall be so paid until the seafarer has been effectively repatriated to a place as identified in the seafarer’s employment contract.

vi. The wages, less lawful deductions, earned by but not yet paid to a seafarer whose contract of service terminates in accordance with section 81 shall be paid to such seafarer not later than the day on which such contract of service so terminates.

vii. A seafarer’s employment contract shall be deemed to be broken by an owner if he fails to provide work or pay wages in accordance under this section.

Signature : ..............................................................

Name : ..............................................................

Title : ..............................................................

Place : ..............................................................

Date : .............................................................. (Seal or stamp of the authority, as appropriate)
Substantial equivalencies

(Note: strike out the main statement which 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 been granted

Signature : ..............................................................
Name : ..............................................................
Title : ..............................................................
Place : ..............................................................
Date : .............................................................. (Seal or stamp of the authority, as appropriate)

Exemptions

(Note: strike out the main statement which is not applicable)

The following exemptions granted by the competent authority as provided in Title 3 of the Convention are noted:

No exemption has been granted

Signature : ..............................................................
Name : ..............................................................
Title : ..............................................................
Place : ..............................................................
Date : .............................................................. (Seal or stamp of the authority, as appropriate)
**APPLICATION FOR ISSUANCE OF DMLC PART 1**

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<tr>
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<th>IMO Number:</th>
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<table>
<thead>
<tr>
<th>Shipowner:</th>
<th>(Name &amp; Address)</th>
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<th>IMO Company Number (if applicable):</th>
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<tr>
<th>Equivalencies applied under Article VI, Para 3&amp;4 of the Convention (Supporting documents to be submitted, where applicable):</th>
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<th>Exemptions applied as provided in Title 3 of the Convention (Supporting documents to be submitted, where applicable):</th>
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</table>

I, the undersigned apply for the issuance of the DMLC Part I and certify that, to the best of my knowledge all particulars contained herein are true and correct.

(Seal or Stamp Of Shipowner)                           Signature: 
Name:                                                   
Position:                                                
Date:                                                   

* The following documents(if applicable) are to be attached:  
  (i) Safety Management Certificate(SMC) of ship

*Please return (mail, fax or e-mail) duly completed form to the above mentioned address. Attention to Seafarer Development Unit.*
MODEL FORMAT FOR SEAFARER EMPLOYMENT CONTRACT (SEC)

PARTICULARS REQUIRED TO BE INCLUDED BY THE SHIPOWNER

This Contract is between:-

...........................................................................................................(insert Seafarer’s full name)
...........................................................................................................(insert date of birth or age (see Note 1)
...........................................................................................................(insert place of birth – town and country)

AND

...........................................................................................................(insert Shipowner’s name)

OF ........................................................................................................(insert Shipowner’s full address)

Capacity in which seafarer is to be employed

The capacity in which you are initially employed is ............................................................. (insert capacity)(see Note 2)

Place of Work

You will be employed on ..................................................................................(see Note 3)

Wages

Your wages will be .................. (insert amount and currency) per week*/month*/year* (delete as appropriate) or formula for determining wages (see Note 4)

Means of payment of Wages

Your wages will be payable by............................................. [insert method of payment] at weekly*/monthly* (delete as appropriate) intervals on the ..................[insert number] day of each .............. week*/month* (delete as appropriate)

[Overtime hours i.e. hours worked outside of normal working hours will be paid at a rate of .................(insert overtime rate) (Delete this sentence if not applicable)

Paid Annual Leave
You are entitled to take ...........(insert number) (see Note 5) working days as paid leave in each year of employment.

If your employment commenced or terminates part way through the holiday year, your entitlement to paid annual leave will be assessed on a pro rata basis. Deductions from final salary due to you on termination of employment will be made in respect of any paid annual leave taken in excess of your entitlement.

There is no provision for the carry over of paid annual leave from one year to the next. All paid annual leave must be taken in the year in which it accrues. There is also no provision for payment to be made in lieu of untaken leave except where paid annual leave has accrued but has not been taken at the date of termination of employment.

**Notice of Termination of Employment**  *(Delete whichever is not applicable) (See Note 6)*

**Definite Period Agreement**

Your employment is for a period commencing on ..........[insert date] and ending on ................. [insert date] unless it is terminated for justified reasons in advance of this point or the ship is at sea at that point time in which event it will continue until its arrival in port at which point it will terminate,

**OR**

**Indefinite Agreement**

The length of notice which you are obliged to give to terminate your employment is [insert notice period which is to be not less than seven days].

The length of notice which you are entitled to receive from the shipowner to terminate your employment is [insert notice period which is to be not less than seven days but shall not be lesser than the period given for the seafarer].

**OR**

**Voyage Agreement**

Your employment is for the length of the voyage of [ship] commencing on ..........[insert date] from the port of........................[insert name of port] until .................[insert date] or the vessel' arrival in the port of ......................[insert name of port] at which point it will terminate, unless it is terminated for justified reasons in advance of this point.
Health and Social Security Benefits *(see Notes 7 and 8)*

If you become sick or injured whilst on a voyage, you will be paid your normal basic wages until you have been repatriated in accordance with the repatriation provisions set out below. After you have been repatriated you will be paid ..................per cent .*[insert number]* of your normal basic wages up to a maximum of ...........................weeks *[insert number which shall be 16 or above]*.

If you require medical care while you are on-board this will be provided free of charge, including access to necessary medicines, medical equipment and facilities for diagnosis and treatment and medical information and expertise. Where practicable and appropriate, you will be given leave to visit a qualified medical doctor or dentists in ports of call for the purpose of obtaining treatment.

In the event of sickness or incapacity, you will be provided with medical care, including medical treatment and the supply of necessary medicines and therapeutic devices and board and lodging away from home until your recovery or until your sickness or incapacity has been declared of a permanent character, subject to a maximum period of.................weeks*[insert number which shall be 16 or above]*. In addition the shipowner will meet the cost of the return of your property left on board to you or your next of kin.

In the event of your death occurring on board or ashore during a voyage, the shipowner will meet the cost of burial expenses, or cremation where appropriate or required by local legislation, and the return of your property left on board to your next of kin.

**Repatriation (see Note 9)**

You will be entitled to repatriation, at the expense of the shipowner, if you are away from your country of residence when this agreement is terminated:

- by the shipowner

- by you in the event of illness or injury or other medical condition requiring your repatriation, the event that the ship is proceeding to a Warlike Operations Area or the event of termination or interruption of employment in accordance with an industrial award or collective agreement.
in circumstances where you are no longer able to carry out your duties under this agreement or cannot be expected to do so e.g. shipwreck, the sale of your ship or a change in your ship’s registration.

The entitlement to repatriation entails transport by .................(insert means of transport) to...............................................(insert place name or country): 

NOTE - You may not be entitled to repatriation at the expense of the shipowner in circumstances where you have been dismissed on disciplinary grounds or have breached your obligations under this Agreement. In such circumstances the shipowner will still be liable to repatriate you but is entitled to recover from any wages due to you the cost of doing so.

Minimum duration of service periods after which you are entitled to repatriation

The minimum period of service following which you will be entitled to repatriation at no cost to you is .................weeks (insert number of weeks) (See Note 10)

Applicable Collective Bargaining Agreement(s)(delete if not applicable)(see Note 11)

You employment will also be subject to the Collective Bargaining Agreement(s) entered into on..........................(insert date(s)) between the shipowner and ..........................................................(insert details of the other parties to the collective bargaining agreement(s)) except that where any provision(s) of such collective bargaining agreement(s) conflicts with International or UK law such provision(s) shall not apply to your employment under this Agreement..

Hours of Work (see Note 12)

Your normal hours of work are from .................[insert time] to .................[insert time] on ........................................[insert day of week] to ...............................[insert day of week] inclusive.

Your hours of work will be arranged such as to ensure that you receive a minimum of 10 hours available for rest in each 24-hour period and a minimum of 77 hours rest in each seven-day period. This minimum period of rest may not be reduced below 10 hours except in an emergency.
You may be required, at the absolute discretion of the Master, to work additional hours during an emergency affecting the safety of the ship, its passengers, crew or cargo or the marine environment or to give assistance to other ships or persons in peril. You may also be required to work additional hours for safety drills such as musters, fire-fighting and lifeboat drills. In such circumstances you will be provided subsequently with (a) compensatory rest period(s).

### Grievance and Disciplinary Procedures

**(a) Grievances**

If you have a grievance regarding your employment you should follow the shipowner’s grievance procedure a copy of which will be provided to you when you join the vessel.

**(b) Disciplinary Rules and Procedure**

The disciplinary rules applicable to you are set out in the shipowner’s Code of Conduct.

If you are dissatisfied with any disciplinary decision taken in relation to you, you should refer to the disciplinary procedure set out in the Code of Conduct which can be obtained from .................*[state from where Code of Conduct can be obtained]*.

### Compensation in respect of loss of personal property as a result of the loss or foundering of the vessel

Where you lose personal property, as a result of the vessel on which you are serving foundering or being lost, the shipowner will pay compensation up to a maximum of ............ *(insert amount)*.

### ADDITIONAL PROVISIONS INCLUDED BY SHIPOWNER

*(See Note 13)*

Signature of Seafarer
...........................................................................................

Signature of Shipowner or Shipowner’s representative .................................
........... *(State position held)*

Place where this Agreement is entered into ............................................................ *(see Note 14)*

Date when this Agreement is entered into ..................................................................
NOTES

Note 1 - “insert date of birth or age” - Normally the date of birth should be inserted in full. Only in exceptional circumstances should the seafarer’s “age” be inserted. This should be the seafarer’s age at the time the SEC was signed and should be inserted only where there is no means of establishing the seafarer’s actual date of birth e.g. because the seafarer comes from a country where birth records are not accurate or for various reasons no longer exist and the seafarer himself does not know his actual date of birth.

Note 2 - “Capacity in which seafarer is to be employed” - This will be the capacity in which the seafarer is to be employed at the time the SEC is signed by the parties to it. Given that an SEC may run for a considerable length of time if the seafarer remains with the same shipowner, it is possible that the capacity in which the seafarer is employed could change over time. The shipowner may wish to consider whether a new SEA will be issued at such time or alternatively include a provision indicating how any changes to capacity will be dealt with e.g. by means of a letter setting out the new capacity and the relevant wage scale.

Note 3 – “Place of Work” should state either the name of the vessel on which the Seafarer is to be employed where this is known or may state that “Place of Work may be on any vessel owned, managed or chartered by the shipowner.” where the seafarer may be employed on more than one vessel.

Note 4 - Wages - As with “Capacity” (Note 2 above) wages payable to the seafarer are likely to change if employed by the same shipowner over a significant period of time. When completing the “Wages” entry in the SEC, the shipowner will therefore need to bear this in mind and include appropriate wording to cover any future wage increases e.g. by providing for the wage to increase as notified to the seafarer in writing.

Note 5 –“Paid Annual Leave” - The period of paid annual leave must be not less than that specified in the Maritime Labour Convention, 2006 Standard A2.4. Where it is more appropriate to do so, the formula to be used for calculating annual leave, e.g. 2.5 days per month of employment, may be inserted instead of an actual number of days.

Note 6 - Notice of Termination of Employment - The period of notice required to be given to the seafarer by the shipowner must not be less than that required to be given to the shipowner by the seafarer and, except in the case of a fixed term or voyage agreement, must be not less than seven days.
**Note 7 - Health and Social Security Benefits** - The provision of medical care includes any surgical or medical treatment or such dental or optical treatment (including the repair or replacement of any appliance) as cannot be postponed without impairing efficiency.

**Note 8 - Social Security Benefits** - These include payment by the shipowner of any costs incurred in respect of any sickness or injury occurring between the date on which they commenced duty on board a ship and the date on which they are deemed to have been duly repatriated. This also includes payments that shipowners are required to make in respect of the death or long term disability of a seafarer due to an occupational injury, illness or hazard occurring while the seafarer is serving under a seafarer's employment contract or arising from their employment under such contract. Where appropriate, account should also be taken of all current Malaysian legislation governing health and social security protection benefits and the SEC should specify what, if any social security contributions are being made by the shipowner on the seafarer's behalf and to which administration. If no contributions are being made, the SEC should state that the seafarer should make their own arrangements to pay social security contributions where appropriate.

**Note 9 - Repatriation** - The terms and conditions governing entitlement or otherwise to repatriation for seafarers shall identify the destination as one of the following:

- the place where the seafarer signed their employment agreement;
- their country of residence;
- the place specified in any applicable collective agreement; or,
- subject to the agreement of the shipowner, another place of the seafarer's choosing.

**Note 10- Maximum duration of service periods after which you are entitled to repatriation**

The maximum period of service following which a seafarer will be entitled to repatriation is to be not more than 52 weeks minus the period of statutory paid annual leave - see note 5.

**Note 11 - Applicable Collective Bargaining Agreement(s)** - Seafarers Employment Contract may, where applicable, incorporate any applicable collective bargaining agreements. Therefore the terms and conditions contained in a collective bargaining agreement should be appended to, or incorporated by reference into, and thus form part of a Seafarer Employment Contract. Collective bargaining Agreements may not however be substituted entirely for individual Seafarer Employment Agreements.
It should also be noted that in the event of any conflict between the provisions of a collective bargaining agreement and the Malaysian general or merchant shipping legislation, the relevant Malaysian legislation will prevail.

**Note 12 - Hours of Work** - The hours of work for seafarers employed on Malaysian registered vessels must comply with the requirements of the Merchant Shipping (Manning, Hours of Work and Watchkeeping) Rules 1999 (as amended) or any subsequent Regulations which may further amend or replace those Regulations.

**Note 13 – “Inclusion of Additional Provisions by Shipowner”** – It is recognised that there will be occasions on which shipowners wish to include provisions additional to those set out in the Maritime Labour Convention. There is no objection to the inclusion of such additional provisions however any such provisions must not conflict with the provisions of the Malaysian general or merchant shipping legislation or any international instruments which have been ratified by Malaysia. The Marine Department Malaysia will not be checking and approving additional provisions, and it will therefore be the responsibility of the shipowner to ensure that there is no conflict. Failure to do so may result in refusal to issue a Maritime Labour Certificate or its cancellation if one has already been issued.

In the context of non compliance, some provisions have previously been found in crew agreements which, if included in Seafarer Employment Contract, could result in refusal to issue, or cancellation of, a Maritime Labour Certificate. Examples of these, which would apply also to Seafarer Employment Agreements, include:

- **requiring that all seafarers belong to a union** – Under Malaysia law there is no obligation on any worker to belong to a union.

- **requiring that seafarers join a specified union** - Apart from the previous provision regarding choice on whether or not to join a union, such a provision would also conflict with the International Labour Organisation Convention on Freedom of Association. This Convention has been ratified by Malaysia and provides that workers shall be free to form and join organisations of their own choosing.

- **requiring that by signing the agreement seafarers automatically agree to medical information about themselves being passed to the shipowner or another party acting on behalf of the shipowner.** - This is not acceptable and may only be done with the specific prior authority of the seafarer on each occasion the shipowner requests that such information be made available.
requiring that by signing the agreement seafarers automatically agree to sensitive personal data about them being passed to other individuals or organizations as determined appropriate by the shipowner or another party acting on behalf of the shipowner. - This also is not acceptable as such individuals/organisations may potentially be located in countries that do not have data protection legislation or have legislation that does not provide similar protection to that of the Malaysia. Such transfer of “sensitive personal information” may only be undertaken with the specific prior authority of the seafarer on each occasion the shipowner proposes that such information be passed to another individual or organisation.

requiring that a seafarer bear the cost of his repatriation, and the cost of providing his replacement, should he terminate his employment prior to completing the specified period of employment even though he gave the period of notice to terminate his employment that was required by the agreement. - A seafarer can only be charged the cost of his repatriation if he has breached his obligations under the agreement or has been dismissed on disciplinary grounds. The giving of the period of notice specified in the agreement would not constitute breach of the seafarer’s obligations even if it terminated his employment before the date envisaged in the agreement.

This list is illustrative only and should not be taken as listing all provisions that would be considered unacceptable.

Note 14 – “The Place where Agreement is entered into” should state the name of village, town or city and country where Agreement is signed by the parties to it
SENARAI SEMAKAN PERMOHONAN BARU/BUKA CAWANGAN
AGENSI PEKERJAAN SWASTA

Sesebuah Agensi Pekerjaan Swasta TIDAK DIBENARKAN menjalankan aktiviti sebagai outsourcing atau Contractor for Labour (CFL).

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<tr>
<td>Borang Maklumat Syarikat</td>
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<tr>
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<td>* Salinan Memorandum &amp; Articles of Association</td>
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<td>* Borang 24 yang menunjukkan Modal Berbayar RM 50,000</td>
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<td>* Borang 49 Yang Menunjukkan Pembahagian Saham Antara Ahli Lembaga Pengarah</td>
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| Akaun Bank Terkini Menunjukkan RM 50,000 | X |

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| Kenyataan Bukan Seorang Bankrap Daripada Jabatan Insolvensi Malaysia | X |
| Surat Akuan Kelakuan Baik (Testimonial) Dari Orang Kenamaan/Professional | X |

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| Kenyataan Bukan Seorang Bankrap Daripada Jabatan Insolvensi Malaysia | X |

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<tr>
<td>Unjuran Aliran Tunai (Cashflow) Untuk 6 Bulan Pertama</td>
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</table>

NOTA
* Dokumen ini hendaklah disahkan oleh Suruhanjaya Syarikat Malaysia
  0 Salinan-salinan dokumen hendaklah disahkan oleh Pesuruhjaya Sumpah/Pegawai Kerajaan Kumpulan Pengurusan/Jaksa Pendamai

DOKUMEN PERMOHONAN HENDAKLAH DISEDIAKAN DALAM 3 SALINAN LENGPAP. SATU DOKUMEN SALINAN ASAL DAN DUA SALINAN LAGI BOLEH DIBUAT DALAM SALINAN FOTOSTAT.
Ruj: JTKSM/APS/02/03/
Tarikh: 

Tuan,

Permohonan Lesen Untuk Menjalankan Agensi Pekerjaan Di Bawah Akta Agensi Pekerjaan Swasta 1981

Merujuk kepada permohonan tuan bertarikh ....................... mengenai perkara tersebut di atas. Bersama-sama ini disertakan 1 set Borang Permohonan untuk tindakan tuan selanjutnya.

2. Sila lengkapkan borang-borang tersebut dan dibuat didalam 3 salinan dan kemukakan kepada Jabatan Tenaga Kerja yang berdekanan dimana agensi akan beroperasi bersama dengan salinan dokumen-dokumen berikut:


II. Satu salinan Kad Pengenalan dan bukti kewarganegaraan (sama ada Sijil Kewarganegaraan atau Surat Akuhan Beranak) bagi setiap pemohon, pegawai yang akan bertanggungjawab, kesemua Lembaga Pengarah dan penjamin-penjamin agensi.

III. Surat Akuhan (Testimonial) daripada orang kenamaan/professional yang mengenali pemohon dan setiap Ahli Lembaga Pengarah dan pegawai-pegawai yang akan bertanggungjawab ke atas urusan agensi yang dicadangkan adalah mereka yang mempunyai rekod baik, tidak pernah disabitkan dengan kesalahan jenayah dan berkemampuan serta berkebolehan menjalankan urusan agensi pekerjaan swasta mengikut peruntukan-peruntukan di bawah Akta Agensi Pekerjaan Swasta 1981.

IV. Surat daripada Jabatan Insolvensi Malaysia (Bahagian Kebangkrapan) mengesahkan setiap pemohon dan pegawai-pegawai yang bertanggungjawab, Ahli Lembaga Pengarah dan penjamin-penjamin bukan orang-orang bankrap yang belum dilepaskan.

V. Kertas projek yang menerangkan bagaimana urusan perniagaan agensi akan dijalankan meliputi keterangan-keterangan mengenai:

a) Jenis-jenis pekerjaan yang didaftarkan
b) Pencari-pencari kerja dari kawasan mana yang akan didaftarkan

/Sila catatkan nombor rujukan surat ini apabila berhubung dengan jabatan ini/
c) Jenis majikan dan dari kawasan mana yang akan dibekalkan dengan pekerja
d) Jenis dan kadar bayaran yang akan dikenakan kepada majikan
   mehupun pekerja
e) Anggaran perbelanjaan dan pendapatan (cash flow) untuk 6 bulan
   pertama
f) Bukti modal untuk menjalankan agensi:

I. Syarikat Berhad atau Sdn. Bhd. – modal berbayar
   RM 50,000.00

II. Sila kemukakan penyata bank terkini, bukti-bukti modal yang
    lain seperti ASB, ASN atau pegangan saham syarikat-syarikat
    lain.

(vi) Bagi permohonan membuka cawangan, sila kemukakan dokumen-dokumen
    seperti permohonan untuk lesen baru termasuk bukti penambahan modal
    sebanyak RM 50,000.00 lagi hendaklah disertakan bersama.

VI. Cadangan tempat premis urusan agensi akan dijalankan:

Salinan perjanjian sewaan pejabat untuk tempoh sekurang-
kurangnya 1 tahun hanya perlu dikemukakan selepas
kelulusan bersyarat diberikan oleh Jabatan Tenaga Kerja.
Perjanjian sewaan pejabat mestilah dibuat atas nama
agensi pekerjaan.

VII. Lain-lain keterangan yang difikirkan perlu untuk menyokong permohonan
    tuan.

3. Tuan juga adalah diingatkan bahawa salinan-salinan dokumen yang
dikemukakan hendaklah disahkan betul terlebih dahulu oleh Pesuruhjaya
Sumpah/Pegawai Kerajaan Kumpulan Pengurusan/Jaksa Pendemai. Bersama-sama
ini disertakan senarai semakan untuk rujukan dan kegunaan tuan sebelum
mengemukakan Borang Permohonan. Hanya permohonan yang lengkap sahaja
akan diproses untuk kelulusan.

Sekian, terima kasih.

" BERKHIDMAT UNTUK NEGARA"

Saya yang menurut perintah,

b/p: Ketua Pengarah Tenaga Kerja
Samenanjung Malaysia

(Silakan catatkan nombor rujukan surat ini apabila berhubung dengan jabatan ini)
AKTA AGENSI PEKERJAAN SWASTA 1981

BORANG 1

PERMOHONAN LESEN

(Dikeluarkan di bawah Seksyen 8 (1) Akta Agensi Pekerjaan Swasta, 1981)

1. Taraf pemohon:

Orang Perseorangan/Perkongsian/Syarikat Berhad

2. Butir-butir mengenai pemohon:

(i) Nama : En./Cik/Puan ……………………………………………………………………………………
    (Sila gunakan HURUF CERAI)

(ii) Alamat tempat tinggal …………………………………………………………………………………

(iii) Pekerjaan atau urusan sekarang ……………………………………………………………………

(iv) No. Kad Pengenalan …………………………………………………………………………………...

(v) No. Warganegaraan ……………………………………………………………………………………

(vi) Sama ada anda si bankrap yang belum dilepaskan : ya/tidak.

(vii) Sama ada telah disabitkan atas sesuatu kesalahan : ya/tidak.

Butir-butir sabitan …………………………………

Penalti …………………………………………

3. Butir-butir mengenai orang yang bertanggungjawab atas agensi:

(i) Nama …………………………………………………………………………………………………..

(ii) Alamat tempat tinggal ……………………………………………………………………………..

(iii) Pekerjaan atau urusan sekarang …………………………………………………………………

(iv) No. Kad Pengenalan ………………………………………………………………………………

(v) No. Kewarganegaraan ………………………………………………………………………………

(vi) Sama ada si bankrap yang belum di lepakan: ya/tidak.

(vii) Sama ada telah disabitkan atas suatu kesalahan : ya/tidak.

Butir-butir sabitan …………………………………

Penalti …………………………………………
4. Nama/Nama Agensi Pekerjaan yang dicadangkan ...........................................................................

5. Tempat/Tempat urusan Agensi Pekerjaan yang dicadangkan .........................................................

6. Jika pemohon ialah sebuah syarikat berhad, sila nyatakan :
   (i) Modal yang telah dibayar ...........................................................................................................
   (ii) Peratus syer yang dipegang oleh warganegara Malaysia ................................................................

7. Tarikh yang dicadangkan untuk memulakan urusan ........................................................................

8. Tarikh mula menjalankan urusan ....................................................................................................

   Saya dengan sesungguh dan sebenarnya mengaku dan mengesahkan bahawa fakta-fakta yang
dinyatakan dalam permohonan ini adalah betul sepanjang yang saya ketahui dan percayai dan mengakujanji
untuk menjalankan urusan secara moral dan tertib.

   Saya juga mengakujanji bahawa saya hendaklah menyertakan bon tunai dan mengadakan bon jaminan
untuk mengeluarkan lesen sebagaimana yang dikehendaki di bawah Akta ini.

   ..................................................................................................................................................
   (Tandatangan Pemohon)

   Nama ........................................................

   Jawatan ..................................................

   Tarikh .................................................

Bersama-sama in disertakan kiriman Wang/Cek/Kiriman Pos .........................................................sebanyak
RM25.00 sebagai fee lesen.

   ............................
   Untuk kegunaan pejabat sahaja :

   Tarikh diterima ...............................................................................................................................

   Diperiksa oleh .............................................................................................................................

   Tarikh pemohon ditemuduga ........................................................................................................

   Tarikh premis diperiksa ................................................................................................................

   Lesen diluluskan/ditolak .............................................................................................................

   No. Lesen .................................................................................................................................
BORANG MAKLUMAT SYARIKAT

1. PROFAIL SYARIKAT:

<table>
<thead>
<tr>
<th>Nama Syarikat</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>No. Lesen JTK (jika ada)</td>
<td></td>
</tr>
<tr>
<td>No.Pendaftaran Syarikat</td>
<td></td>
</tr>
<tr>
<td>Modal Dibenar (RM)</td>
<td></td>
</tr>
<tr>
<td>Modal Berbayar (RM)</td>
<td></td>
</tr>
</tbody>
</table>

2. ALAMAT PERHUBUNGAN, NO. TELEFON DAN FAX :

<table>
<thead>
<tr>
<th>Alamat Syarikat:</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Alamat surat menyurat)</td>
</tr>
<tr>
<td>Poskod:</td>
</tr>
<tr>
<td>No. Telefon:</td>
</tr>
</tbody>
</table>

3. ALAMAT PREMIS YANG DICADANGKAN, NO. TELEFON DAN FAX : (jika ada)

| Alamat Premis Agensi Yang Dicadangkan: |
| Poskod: |
| No. Telefon: | No. Fax: |

4. MAKLUMAT AHLI LEMBAGA PENGARAH:

<table>
<thead>
<tr>
<th>Bil</th>
<th>Nama</th>
<th>Jantina</th>
<th>Warga negara</th>
<th>No.Kad Pengenalan</th>
<th>Nilai Syer (RM)</th>
<th>No. Cukai Pendapatan</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
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<td></td>
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<tr>
<td>3</td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Jika lebih dari 5 orang, sila gunakan lampiran berasingan

5. MAKLUMAT ORANG YANG BERTANGGUNGJAWAB MENGURUS SYARIKAT:

<table>
<thead>
<tr>
<th>Bil</th>
<th>Nama</th>
<th>Warganegara</th>
<th>No.K.P. (baru/lama)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
6. **KEDUDUKAN KEWANGAN/MODAL SYARIKAT:**

<table>
<thead>
<tr>
<th>Bil</th>
<th>Nama Bank</th>
<th>Alamat Bank</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Pemohon hendaklah menyertakan penyata bank bagi tempoh 3 bulan terkini. Sekiranya permohonan membuka cawangan, akaun bank hendaklah di kawasan yang dimana agensi cawangan akan beroperasi.

7. **SOKONGAN MODAL BIAYA SYARIKAT (JIKA ADA):**

<table>
<thead>
<tr>
<th>Bil</th>
<th>Keterangan Sumber Modal Lain (Simpanan tetap, tanah dll)</th>
<th>Nilai Nilaian (RM)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Sekiranya simpanan tetap sila nyatakan nama Bank. Sila sertakan bukti dokumen yang berkaitan.

8. **MAKLUMAT PENJAMIN:**

<table>
<thead>
<tr>
<th>Bil</th>
<th>Nama Penjamin</th>
<th>Jantina</th>
<th>No.Kad Pengenalan</th>
<th>Pekerjaan</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

9. **CAWANGAN AGENSI PEKERJAAN SWASTA (JIKA MEMOHON MEMBUKA CAWANGAN):**

<table>
<thead>
<tr>
<th>Bil</th>
<th>Lesen JTK Sedia Ada</th>
<th>Lokasi</th>
<th>Prestasi Penempatan (12 bulan)</th>
<th>Prestasi Kewangan (LTK Terkini)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

10. **PENGESAHAN:**


Nama:            Tarih:            
Jawatan:         Tandatangan:      

F/NORZILAH/MAKLUMAT SYARIKAT
Ibu Pejabat
Jabatan Tenaga Kerja Semenanjung Malaysia
Aras 5, Blok D3, Parcel D
Pusat Pentadbiran Kerajaan Persekutuan
62502 Putrajaya

Tarikh:

Tuan,

SURAT AKUAN KELAKUAN BAIK (TESTIMONIAL) PERMOHONAN LESEN AGENSI PEKERJAAN SWASTA

Merujuk kepada perkara di atas, saya dengan ini mengesahkan bahawa

Nama: …………………………………….. No. K/P : …………………..

adalah seorang yang mempunyai rekod baik dan tidak pernah disabitkan dengan kesalahan jenayah, berkemampuan serta berkebolehan menjalankan urusan Agensi Pekerjaan Swasta mengikut peruntukan-peruntukan di bawah Akta Agensi Pekerjaan Swasta 1981.

Sekian, terima kasih.

Yang benar,

…………………………………………
(tandatangan)

Nama: …………………………………..
Pekerjaan/Jawatan: ………………………
Cop rasmi: ……………………………..

Catatan:

• Perakuan ini adalah daripada orang kenamaan/ profesional yang mengenali pemohon, lembaga pengarah dan orang yang akan bertanggungjawab ke atas urusan agensi.
SURAT AKUAN UNTUK MENJADI PENJAMIN

Merujuk kepada perkara di atas, saya penama seperti dibawah dengan ini mengesahkan bahawa saya sanggup menjadi penjamin bagi agensi pekerjaan swasta iaitu:

(Nama Agensi)

2. Butir-butir saya adalah seperti berikut:-

Nama: ..................................................
(Huruf Besar)

No. Kad Pengenalan: ........................................ Warna: ..........................................

Pekerjaan Sekarang: ..................................................

Nama Majikan/Syarikat: ..........................................................

Alamat Majikan/Syarikat: ..........................................................

No. Telefon Pejabat: ..........................................................

Alamat Rumah: ..........................................................

No. Telefon Rumah/ Tel. Bimbit: .............................................

Tarikh: ........................................................................

Disaksikan oleh: ..........................................................

(Pesuruhjaya Sumpah)

Syarat-syarat untuk menjadi penjamin

1. Warganegara Malaysia

2. Pendapatan tidak kurang dari RM1,500.00 sebulan
(Surat pengesahan majikan atau penyata gaji atau Taksiran Cukai Pendapatan
- Borang BE perlu dikemukakan).

3. Bukan seorang bankrap
(Surat pengesahan dari Jabatan Insolvensi Malaysia(Bahagian kebankrapan) perlu
dikemukakan)

Catatan

* Penjamin-penjamin diwajibkan hadir di Jabatan Tenaga Kerja untuk menandatangani
Bon Jaminan apabila diberitahu kelak.

* Borang ini boleh difotostat untuk diisi oleh penjamin kedua
SURAT AKUAN

Saya/Kami : ........................................................................................................

bagi pihak : ........................................................................................................

( nama agensi/syarikat)

sebagai balasan kepada pemberian suatu lesen oleh Ketua Pengarah, Jabatan Tenaga
Kerja kepada saya/kami di bawah Seksyen 7 Akta Agensi Pekerjaan Swasta 1981,
dengan sesungguh dan sebenarnya mengakujanji bahawa saya/kami akan menjalankan
urusan agensi pekerjaan:–

di alamat : ........................................................................................................

........................................................................................................

........................................................................................................

dengan secara bermoral dan tertib serta menurut peruntukan Akta Agensi Pekerjaan
Swasta 246/81 (dan Peraturan-Peraturan) serta arahan-arahan yang dikeluarkan oleh
Ketua Pengarah.

2. Saya/kami mengaku bahawa sekitirnya saya/kami melanggar mana-mana
peruntukan dan peraturan Akta Agensi Pekerjaan Swasta 246/81 atau arahan-arahan
Ketua Pengarah, saya/kami tidak akan membantah sekitirnya lesen yang dikeluarkan itu
dibatalkan atau ditarik balik.

3. Saya/kami membuat akuan ini dengan sesungguh dan sebenarnya mengaku
bahawa apa-apa yang diakui adalah benar dan tidak ada yang tidak benar melainkan
benar belaka menurut undang-undang Ordinan Surat Akuan 1960.

........................................................................................................

( Tandatangan orang yang membuat akuan )

Di hadapan saya,

........................................................................................................

( Tandatangan dan Cop Pesuruhjaya Sumpah )

* Nota:

Hendaklah diisi oleh salah seorang dari Ahli Lembaga Pengarah
MANNING AGENCY
APPLICATION FORM

Applicant’s Name: ________________________________

Organization Name: ______________________________

Address: _________________________________________

__________________________________________________

Declaration:

a. I/We* hereby declare that the information provided in the questionnaire is correct.

b. I/We* hereby declare that the information provided in the questionnaire, which was previously submitted, is still valid.

c. I/We* agree to pay all fees/costs pertaining to the issuance of certificate and any expenses which may be properly chargeable.

To: Director of Marine
Marine Department Malaysia
Port Kelang.

Sir,

Please be informed that I / we* would like to apply for an office inspection* as applied below;

Type of Inspection:

☐ Initial / Renewal Inspection
☐ Annual Inspection

Proposal date for inspection: __________________________

....................................................... (signature)

Position: _________________________________________

Mobile No: _________________________________________

E-mail: ____________________________________________

Date: _____________________________________________

* Delete where applicable

Please return (mail, fax or e-mail) duly completed form to the above-mentioned address. Attention to Seafarer Development Unit, Marine Department HQ, Port Klang.
APPENDIX 4

QUESTIONNAIRE

Please fill in this questionnaire to allow us to understand your business to serve you with the best positive manner.

1. **Company’s Particulars and Branches**
   
   Status of company: ____________________________
   
   Person / Company / Institution / Others
   
   Tel No. : ___________________________________
   
   Fax No. : ___________________________________
   
   E-mail : ____________________________________

   **BRANCH OFFICES** (Name & Address):

   1. __________________________________________
   
      Department / Activities:
   
   2. __________________________________________
   
      Department / Activities:

2. **Top Management Particulars**

   Name: _____________________________________
   
   Title: _____________________________________
   
   Contact No. Office: ____________________________
   
   Mobile No. : ________________________________
   
   E-mail : ____________________________________

3. **Experience if any, in recruitment service:**

   **Years**
   
   **Months**

4. **If yes to 3 above, brief summary of seafarers supplied (Category and country wise) in the last 2 years**

   (please use separate sheet of paper if necessary)

<table>
<thead>
<tr>
<th>No</th>
<th>Category of seafarer</th>
<th>Total number supplied</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Master (example)</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Chief Engineer (example)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>No</th>
<th>Seafarer employed from country</th>
<th>Total number supplied</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Indonesia (example)</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Ukraine (example)</td>
<td></td>
</tr>
</tbody>
</table>

5. **Total number of agreements / contracts with shipping companies:**

6. **Number of complaints received and status of complaints:**

7. **Certificate of QMS and validity:**

8. **Status of office to be inspected: Owned / Leased**

9. **Other related shipping activities carried out, if any:**

   ____________________________________________
   
   ____________________________________________
   
   ____________________________________________
   
   ____________________________________________
   
   ____________________________________________