

The Republic of the Union of Myanmar  
Ministry of Transport and Communications  
Department of Marine Administration

**Directive No. 2/2020**

The 12<sup>nd</sup> Waning of Pyatho, 1381 M.E.  
( 21<sup>st</sup> January, 2020 )

The Department of Marine Administration (DMA) issues this directive relating to **"Issuing the Maritime Labour Certificate"** in the exercise of the power conferred by sub-section (b) of section 294-(B) of Myanmar Merchant Shipping Act-

1. The owners of Myanmar flagged ship shall obtain a Declaration of Maritime Labour Compliance Part I (DMLC Part I), prescribed in ANNEX (A), from DMA. The shipowner shall maintain on board a Declaration of Maritime Labour Compliance Part II (DMLC Part II), which is certified by DMA or Recognized Organizations for the compliance with the provision of DMLC Part I, together with DMLC Part I.
2. Financial Security Certificate (Blue Card or similar Document) produced by the Protection and Indemnity Clubs (P & I Clubs), a member of International Group, or financial security providers, others insurance companies recognized by DMA prescribed in ANNEX (B) and P & I Clubs outside the International Group prescribed in ANNEX (C), shall be provided onboard.
3. The Interim Maritime Labour Certificate as prescribed in ANNEX (D) or the Maritime Labour Certificate as prescribed in ANNEX (E) shall be issued to the vessel which met the requirements of DMLC Part II, Financial Security Certificates and the compliance onboard to the provisions of Maritime Labour Convention as inspected by DMA or Recognized Organizations.

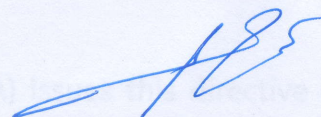


4. The shipowner shall not send the ship without Interim Maritime Labour Certificate or Maritime Labour Certificate into the International voyages.

Directive No. 2/2020

The 12<sup>th</sup> Waning of Pyatho, 1381 M.E.

( 21<sup>st</sup> January, 2020 )



Director General

Department of Marine Administration

- The Department of Marine Administration (DMA) hereby directs relating to "Issuing the Maritime Labour Certificate" in the Department of Marine Administration sub-section (b) of section 294-(8) of Myanmar Merchant Shipping Act-
1. The owners of Myanmar flagged ship shall obtain a Declaration of Maritime Labour Compliance Part I (DMLC Part I), prescribed in ANNEX (A), from DMA. The shipowner shall maintain on board a Declaration of Maritime Labour Compliance Part II (DMLC Part II), which is certified by DMA or Recognized Organizations for the compliance with the provision of DMLC Part I, together with DMLC Part I.
  2. Financial Security Certificate (Blue Card or similar Document) produced by the Protection and Indemnity Clubs (P & I Clubs), a member of International Group, or financial security providers, others insurance companies recognized by DMA prescribed in ANNEX (B) and P & I Clubs outside the International Group prescribed in ANNEX (C), shall be provided onboard.
  3. The Interim Maritime Labour Certificate as prescribed in ANNEX (D) or the Maritime Labour Certificate as prescribed in ANNEX (E) shall be issued to the vessel which met the requirements of DMLC Part II, Financial Security Certificates and the compliance onboard to the provisions of Maritime Labour Convention as inspected by DMA or Recognized Organizations.

## Maritime Labour Convention, 2006 and as amended

### Declaration of Maritime Labour Compliance – Part I

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

### Issued under the authority of

**Department of Marine Administration, Republic of the Union of Myanmar**

With respect to the provisions of the Maritime Labour Convention, 2006 and as amended (MLC 2006 and as amended) the following referenced ship:

Name of ship	IMO number	Gross tonnage

is maintained in accordance with Standard A 5.1.3 of the Convention.

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

- (a) the provisions of the MLC 2006 and as amended are fully embodied in the national requirements referred to below;
- (b) these national requirements are contained in the national provisions referenced below; explanations concerning the content of those provisions are provided where necessary;
- (c) the details of any substantial equivalencies under Article VI, paragraphs 3 and 4, are provided ~~<under the corresponding national requirement listed below>~~ < in the section provided for this purpose below> *(strike out the statement which is not applicable)*
- (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.

### **Minimum age (Regulation 1.1)**

1. The minimum age of person shall be 18 years old to be employed or hired and able to work onboard a Myanmar Flagged ship.

### **Medical certification (Regulation 1.2)**

2.
  - (a) Shipowner shall ensure that, prior to beginning work on a ship, any seafarer employed holds a valid medical fitness certificate attesting that the seafarer is medically fit to perform the duties they are to carry out onboard the ship.
  - (b) Medical certificates shall be issued to seafarers are to be issued in accordance with the provisions of section A-I/9 and guidelines in B-I/9 of the revised the Seafarers' Training, Certification and Watchkeeping Code (STCW Code) outlined in the Department of Marine Administration (DMA) Notification No.7/2018 "Guidance for seafarer medical examination and certifications".
  - (c) Medical certificates issued by the following practitioners are accepted:
    - (i) a medical practitioner recognized by a MLC State Party and familiar with International Labour Organization (ILO)/ World Health Organization (WHO) Guidelines for Conducting Pre-sea and Periodic Medical Fitness Examinations for Seafarers, including any subsequent versions, and other applicable international guidelines published by International Maritime Organization (IMO), ILO or WHO; or
    - (ii) a medical practitioner recognized by a STCW State Party who has been demonstrated that full and complete effect is given to the provisions of the International Convention on Standards of Training, Certification and Watchkeeping for Seafarers, 1978, as amended (STCW Convention); or
    - (iii) a medical practitioner in Myanmar, approved by DMA.
  - (d) The medical certificate shall specify the period of validity from the date of the medical examination. The maximum period of validity for all seafarers 18 years or above, (including those working on chemical carrier) shall not be over 2 years, and 1 year for seafarers 55 years or

above. If the seafarer's health demands it, an approved medical practitioner may issue a certificate valid for a period of less than 2 years.

- (e) Medical Certificate of seafarer shall meet the requirements of standard A 1.2 of the MLC 2006 and as amended.

#### **Qualification of seafarers (Regulation 1.3)**

- 3.
  - (a) Any seafarers working onboard any ship shall be trained or certified as competent or otherwise qualified to perform their duties.
  - (b) Any seafarers working onboard any ship shall successfully complete training for personal safety onboard ship.
  - (c) Training and certification in accordance with the mandatory instruments adopted by the IMO, including the STCW Convention, is considered as meeting the requirements of sub-paragraphs (a) and (b) above.

#### **Seafarers' employment agreements (Regulation 2.1)**

- 4.
  - (a) Any seafarers working onboard any ship shall have an original of the seafarers' employment agreement, and the agreement is to be signed by both the seafarer and the shipowner or a representative of the shipowner, or where they are not employees, evidence of contractual or similar arrangements, providing them with decent working and living conditions on board the ship as required by this Convention;
  - (b) Any seafarers shall have the opportunity to examine and seek advice on the terms and conditions in their seafarer's employment agreement before signing.
  - (c) Shipowner shall ensure that clear information on the conditions of employment, including a copy of each of the seafarers' employment agreement, are easily obtainable onboard by seafarer, and accessible for review by officer of a competent authority, including those in ports to be visited.
  - (d) Shipowner shall ensure that all seafarers are given a document containing a record of their employment on the ship (such as an appropriate Seafarer's Identification and Record Book), and that this document shall not contain any information on the quality of the seafarer's work or wages.

- (e) The format of the seafarers' employment agreement, prescribed by DMA which shall be used onboard Myanmar flagged ships.
- (f) The minimum notice period for early termination is not less than 7 days, or payment-in-lieu for shorter notice as per standard A 2.1.6 and without penalty for compassionate or other urgent reason.
- (g) The collective bargaining agreement will be incorporated as part of a seafarers' employment agreement where appropriate.
- (h) Shipowner shall allow seafarer to terminate, without penalty, the seafarers' employment agreement at shorter notice or without notice for compassionate or other urgent reason.
- (i) If the language of seafarers' employment agreement and any applicable collective bargaining agreement is not in English, a translation in English shall be available onboard.

**Use of any licensed or certified or regulated private recruitment and placement service (Regulation 1.4)**

5. (a) "Seafarer recruitment and placement service" refers to any person, company, institution, agency or other organization which is engaged in recruiting seafarers on behalf of shipowner or placing seafarers with shipowner.
- (b) Any seafarer recruitment and placement services based in Myanmar shall apply for and attain the Seafarer Employment License base upon DMA Notification No. 1/2017.
- (c) Seafarer recruitment agencies, based in and licensed by the MLC State Parties, shall be recognized by DMA.
- (d) Shipowner shall ensure that when using seafarer recruitment and placement services located in countries not party to the MLC 2006 and as amended, such services are, as far as practicable, consistent with the requirements of the MLC 2006 and as amended.
- (e) Shipowner may engage any of the Recognized Organizations which is authorized by DMA or the shipowner's internal audit mechanism to audit seafarer recruitment and placement services located in countries not party to the MLC. Shipowner may engage seafarer recruitment and placement service already audited by any of the Recognized



Organizations. Shipowner shall ensure that such services shall meet the requirements of Standard A 1.4 of the MLC 2006 and as amended.

#### Hours of work or rest (Regulation 2.3)

6. (a) Shipowner shall ensure that every seafarer onboard is entitled to hours of rest, and the hours of rest shall not be less than 10 hours in any 24-hour period and not less than 77 hours in any 7-day period. The minimum hours of rest may be divided into no more than two periods, one of which shall be at least 6 hours in length, and the interval between consecutive periods of rest shall not exceed 14 hours.
- (b) Provisions in a collective agreement or any other agreement between seafarer and shipowner may set out exceptions from the required hours of rest in sub-paragraph (a) for watchkeeping seafarers certified under STCW Convention for watchkeeping duties, provided that the following conditions are met:
  - (i) the minimum hours of rest shall not be less than 10 hours in any 24 hour period, and not be less than 70 hours in any 7-day period. Such exceptions shall not exceed 2 consecutive weeks, and the intervals between any 2 periods of exceptions on board shall not be less than twice the duration of the exception.
  - (ii) the minimum hours of rest may be divided into no more than three periods, one of which shall be at least 6 hours in length and neither of the other two periods shall be less than 1 hour in length;
  - (iii) the intervals between consecutive periods of rest shall not exceed 14 hours;
  - (iv) there shall not be more than two 24-hour periods of exception in any 7-day period;
  - (v) exceptions shall take into account the guidance regarding prevention of fatigue given in Code B of the STCW Convention; and
  - (vi) exceptions when given shall take into account more frequent, or longer leave periods or compensatory leave.
- (c) Additionally, provisions in an applicable collective agreement or any other agreement between seafarer and shipowner may set out exceptions from the required hours of rest in sub-paragraph (a) for all seafarers whose ship is on a short voyage. (In this document, a “short

voyage” means a voyage where, within any 24-hour period, the ship calls at two or more terminals, or locations where any loading or unloading of cargo, or embarkation or disembarkation of persons, occurs. The 24-hour period shall commence when the ship is first secured at the terminal or location where the short voyage begins.) Such exceptions shall meet the same conditions specified in sub-paragraph (b) above.

- (d) The provisions setting out exceptions from the required hours of rest referred to in sub-paragraphs (b) and (c) shall be registered at DMA.
- (e) “Hours of rest” means a period during which the seafarer is free to dispose of his time and movements. Meal or short breaks taken during hours of work shall not be considered as “hours of rest”.
- (f) Shipowner shall use the IMO/ILO model formats for recording daily hours of rest and shipboard working arrangements, as set out in the IMO/ILO Guidelines for the Development of Tables of Seafarers' Shipboard Working Arrangements and Formats of Records of Seafarers' Hours of Work or Hours of Rest. The shipboard working arrangements, in the working language or languages of the ship and in English, shall be posted in an easily accessible place onboard the ship.
- (g) Muster, Fire-Fighting and Lifeboat drills provided by the Law made there under and by the International instruments shall be conducted in a manner that minimizes the disturbance of rest period and does not induce fatigue.
- (h) In any cases, the danger posed by the fatigue of seafarers shall be taken into account, especially those whose duties involve navigational safety and the safe and secure operation of the ship.

#### **Manning levels for the ship (Regulation 2.7)**

7. Shipowner shall ensure to comply with the Directive No.15/2018 dated 26<sup>th</sup> January 2018 Safe Manning Requirements with updated amendments issued by DMA. The ship shall be manned by seafarers that is adequate, in terms of size and qualifications, to ensure that the ship is operated safely, efficiently and with due regard to security under all conditions.



**Accommodation (Regulation 3.1)**

8. (a) Ships constructed on or after 25 May 2017 shall comply with the requirements of Standard A 3.1 of the MLC 2006 and as amended.
- (b) Ships constructed before 25 May 2017 shall comply with Regulations of ILO Accommodation of Crews Convention (Revised), 1949 (No.92) or ILO Accommodation of Crews (Supplementary Provisions) Convention, (No. 133) if applicable.
- (c) Documented inspections, by or under authority of the master and at intervals not exceeding 7 days, shall be carried out onboard to ensure that seafarer accommodation is clean, decently habitable and maintained in a good state of repair.

**Onboard recreational facilities (Regulation 3.1)**

9. (a) The shipowner shall provide seafarers with recreational facilities, amenities and services as, appropriate and adapted to meet the specific needs of seafarers living and working onboard ships in accordance to the provisions related to the protection for security, health and prevention of accidents.
- (b) Without prejudice to the requirements of the MLC 2006 and as amended, and taking into consideration the guidelines in Part B, the 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 email and Internet facilities, where available, with any charges for the use of these services being reasonable in amount.

**Food and catering (Regulation 3.2)**

10. (a) Every ship shall provide seafarers, free of charge, with food and drinking water of appropriate quality, variety, nutritional value and quantity, adequately covering the needs of seafarers and taking into account the different cultural and religious backgrounds, as well as the duration and nature of the voyage.

- (b) The organization and equipment of the ship's catering service shall provide the provision to seafarers of adequate, varied and nutritious meals prepared and served in hygienic conditions.
- (c) The catering service staff shall be properly trained or instructed for the performance of their functions.
- (d) Documented inspections by or under the authority of the master at intervals not exceeding 7 days, shall be carried out onboard with respect to:
  - (i) supplies of food and drinking water;
  - (ii) all spaces and equipment used for the storage and handling of food and drinking water; and
  - (iii) galley and other equipment for the preparation and service of meals.
- (e) Shipowner shall ensure that seafarer, who engaged as ships' cook is trained, qualified and competent.

#### **Health and safety and accident prevention (Regulation 4.3)**

11. (a) The shipowner shall adopt effective policies and programmes related to occupational safety and health, including risk evaluation as well as training and instruction of seafarers with the purpose to prevent occupational accidents, injuries and diseases, including measures to reduce and prevent the risk of exposure to harmful levels of environmental factors and chemicals substances, as well as the risk of injuries or diseases that may arise from the use of equipment and machinery onboard ships.
- (b) Shipowner shall provide seafarers with protective equipment or other accident prevention devices accompanied by provisions on the use of such equipment or protection devices.
- (c) Shipowner shall ensure that the machineries used onboard are properly guarded and that its use without appropriate safety guards is prevented.
- (d) Shipowner shall ensure that onboard programmes for the prevention of occupational accidents, injuries and diseases and for continuous improvement in occupational safety and health protection, involving seafarers' representatives and all other persons concerned in their implementation, take into account preventive measures, including

engineering and design control, substitution of processes and procedures for collective and individual tasks, and the use of personal protective equipment.

- (e) Shipowner conducting risk evaluation in relation to management of occupational safety and health shall refer to appropriate statistical information from their ships and from general statistics provided by the DMA.
- (f) Shipowner or master of the ship shall report to DMA, occurrences of occupational accidents, injuries and diseases onboard ships, and to also any actions to correct the unsafe conditions. Any accident, injury or disease renders the crew unfit for work for more than 3 consecutive days or hospitalized for at least 24 hours shall be reported.
- (g) Shipowner shall also specify the authority of the ship's seafarers appointed or elected as safety representatives to participate in meetings of the ship's safety committee. Such a committee shall be established onboard a ship on which there is five or more seafarers.

#### **Onboard medical care (Regulation 4.1)**

- 12. (a) Shipowner shall provide all seafarers with coverage through an insurance policy that guarantees the protection of health as well as prompt and adequate access of seafarers to medical care while working onboard. The insurance policy coverage shall last for the period of the seafarers' employment agreement.
- (b) Shipowner shall ensure that:
  - (i) seafarers have the right to visit a qualified medical doctor or dentist without delay in ports of call, where practicable;
  - (ii) medical care and health protection services while a seafarer is onboard ship or ashore are provided at no cost to the seafarer; and
  - (iii) there are measures for medical care to be of preventive character such as health promotion and education programmes.
- (c) Every ship, shall carry onboard a medicine chest, medical equipment and medical guides, with the specifications indicated on the most recent edition of the International Medical Guide for ships and the Medical First Aid Guide for Ships onboard of the ILO/IMO/WHO, the Medical First Aid

Guide for Use in Accidents Involving Dangerous Goods of the IMO and the Document for Guidance – International Maritime Seafarers Training Guide of the ILO/IMO/WHO, as well as similar national guides, consistent with the ship's dimensions.

- (d) Ships carrying one hundred or more persons onboard and ordinarily engaged on international voyages of more than three days' duration shall carry onboard a qualified doctor who is responsible for providing medical care.
- (e) Every ship shall have at least one seafarer who has satisfactorily completed training in medical care in accordance with the requirements of the STCW Convention.
- (f) The format of the medical report form prescribed by DMA shall be used by master and relevant on shore and onboard medical personnel.

#### **Onboard complaint procedures (Regulation 5.1.5)**

- 13. (a) Shipowner shall ensure that all ships have a set of onboard complaint procedures, as required under Regulation 5.1.5 and Standard A 5.1.5 of the MLC 2006 and as amended, for the fair, effective and expeditious handling of seafarer complaints alleging breaches of the MLC 2006 and as amended.
- (b) Shipowner shall ensure that all seafarers working onboard any ship have a copy of the onboard complaint procedure. This shall include contact information for DMA and, where different, the competent authority in the seafarers' country of residence, and the name of a person or persons on board the ship who is able to, on a confidential basis, provide seafarers with impartial advice on their complaint and otherwise assist them in following the complaint procedures available to them onboard the ship.
- (c) Seafarers have the right to submit their complaints directly to the master and to appropriate external authorities.

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

- 14. (a) Shipowner shall ensure that payments due to seafarers are paid at no greater than monthly intervals and in accordance with the seafarers' employment agreement.



- (b) Shipowner shall ensure that seafarers are entitled to an account each month indicating their monthly wage and any authorized deductions (such as allotments).
- (c) The rate of currency exchange shall not be unfavourable to the seafarers.
- (d) Shipowner shall take measures to provide seafarers with a means to transmit all or part of their earnings to their families or dependants or legal beneficiaries. Measures to ensure that seafarers are able to transmit their earnings to their families include:
  - (i) a system for enabling seafarers, at the time of their entering employment or during it, to allot, if they so desire, a proportion of their wages for remittance at regular intervals to their families by bank transfers or similar means; and
  - (ii) a requirement that allotments should be remitted in due time and directly to the person or persons nominated by the seafarers.
- (e) Any charge for the service under sub-paragraph (d) shall be reasonable in amount.

#### **Financial security for repatriation (Regulation 2.5)**

15. (a) Shipowner shall ensure there is in force a contract of insurance or other financial security adequate to ensure that the shipowner will be able to meet any liabilities the shipowner may have arising from his obligation to repatriate a seafarer that meets the requirements of Standard A 2.5.2 of the MLC 2006 and as amended.
- (b) Shipowner shall ensure to carry onboard a certificate or other documentary evidence of the contract of insurance or other financial security issued by the approved financial security provider. A copy shall be posted in a conspicuous place onboard available to the seafarers.
- (c) A financial security must be in force in respect of a ship to ensure that any seafarer employed to work onboard the ship is provided with assistance when the seafarer is abandoned.
- (d) Where more than one financial security provider provides cover, the document provided by each provider shall be carried onboard.
- (e) The certificate or other documentary evidence shall contain the information required in Appendix A 2-I of the MLC 2006 and as amended and shall be in English or accompanied by an English translation.

### Financial security relating to shipowner's liability (Regulation 4.2)

16. (a) Shipowner shall ensure there is in force a contract of insurance or other financial security adequate to ensure that the shipowner will be able to meet any liabilities the shipowner may have to provide compensation in the event of death or long term disability to seafarers arising from an occupational injury, illness or hazard, that meets the requirements of Standard A 4.2 of the MLC 2006 and as amended.
- (b) A seafarer, or his next of kin, or his representative or designated beneficiary shall not be pressured to accept a payment of an amount less than any compensation for death or long-term disability due to the seafarer.
- (c) Shipowner shall ensure to carry onboard a certificate or other documentary evidence of financial security issued by the financial security provider. A copy shall be posted in a conspicuous place onboard where it is available to the seafarers.
- (d) Where more than one financial security provider provides cover, the document provided by each provider shall be carried onboard.
- (e) The certificate or other documentary evidence of financial security shall contain the information required under Appendix A 4-I of the MLC 2006 and as amended and shall be in English or accompanied by an English translation.
- (f) Parties to the payment of a compensation claim shall use the Model Receipt and Release Form set out in Appendix B 4-I of the MLC 2006 and as amended.

Name: .....

Title: .....

Signature: .....

Place: .....

Date: .....

(Seal or stamp of the authority, as appropriate)

### Substantial equivalencies

(Note: Strike out the 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.

Name: .....

Title: .....

Signature: .....

Place: .....

Date: .....

(Seal or stamp of the authority, as appropriate)

### Exemptions

(Note: Strike out the 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.

Name: .....

Title: .....

Signature: .....

Place: .....

Date: .....

(Seal or stamp of the authority, as appropriate)



**List of International Group of Protection & Indemnity Clubs (P & I Clubs)**  
**Approved by the Department of Marine Administration (DMA)**  
**for Financial Security relating to Regulation 2.5 and Regulation 4.2 of the**  
**Maritime Labour Convention, 2006 and as amended**

1. American Steamship Owners Mutual Protection and Indemnity Association, Inc
2. AssuranceforeningenSkuld
  - Skuld Mutual Protection and Indemnity Association (Bermuda) Ltd.
3. Gard P&I (Bermuda) Ltd.
  - AssuranceforeningenGard
4. The Britannia Steam Ship Insurance Association Limited
5. The Japan Ship Owners' Mutual Protection & Indemnity Association
6. The London Steam-Ship Owners' Mutual Insurance Association Limited
7. The North of England Protecting & Indemnity Association Limited
8. The Shipowners' Mutual Protection & Indemnity Association (Luxembourg)
9. The Standard Club Ltd
  - The Standard Club Europe Ltd.
  - The Standard Club Asia Ltd.
10. The Steamship Mutual Underwriting Association (Bermuda) Limited
  - The Steamship Mutual Underwriting Association Ltd
11. SverigesÅngfartygsAssuransFörening / The Swedish Club
12. United Kingdom Mutual Steam Ship Assurance Association (Bermuda) Limited
  - United Kingdom Mutual Steam Ship Assurance Association (Europe) Ltd.
13. The West of England Ship Owners Mutual Insurance Association (Luxembourg)

**ANNEX C**

**List of Insurance Companies, Financial Security Protection & Indemnity Clubs  
(P & I Clubs) Recognized by the Department of Marine Administration(DMA) for  
Financial Security relating to Regulation 2.5 and Regulation 4.2 of the  
Maritime Labour Convention, 2006 and as amended**

**1. INGOSSTRAKH INSURANCE COMPANY**



## INTERIM MARITIME LABOUR CERTIFICATE

Issued under the provisions of the  
Article V and Tittle 5 of the Maritime Labour Convention, 2006 and as amended  
under the authority of the Government of:  
**THE REPUBLIC OF THE UNION OF MYANMAR**  
by **Department of Marine Administration**

### Particulars of ship

Name of ship: .....  
Distinctive number or letters: .....  
Port of registry: .....  
Date of registry: .....  
Gross tonnage<sup>1</sup>: .....  
IMO Number: .....  
Type of ship: .....  
Name and address of the Shipowner<sup>2</sup>: .....

This is to certify, for the purposes of Standard A5.1.3, paragraph 7, of the Convention, that:

- (a) this ship has been inspected, as far as reasonable and practicable, for the matters listed in Appendix A5-1 to the Convention, taking into account verification of items under paragraphs (b), (c) and (d) below;
- (b) the shipowner has demonstrated to the competent authority or recognized organizations that the ship has adequate procedures to comply with the Convention;
- (c) the master is familiar with the requirements of the Convention and the responsibilities for implementation; and
- (d) relevant information has been submitted to the competent authority or recognized organizations to produce a Declaration of Maritime Labour Compliance.

This Certificate is valid until ..... (dd.mm.yyyy) subject to inspections in accordance with Standards A 5.1.3 and A 5.1.4 of the Convention.

Completion date of the inspection referred to under paragraph (a) above was ..... (dd.mm.yyyy)

Issued at ..... on ..... (dd.mm.yyyy)

Director General  
Department of Marine Administration

(Seal or stamp of the authority, as appropriate)

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

<sup>2</sup> *Shipowner* means the owner of the ship or another organization or person, such as the manager, agent or bareboat charterer, who has assumed the responsibility for the operation of the ship from the owner and who, on assuming such responsibility, has agreed to take over the duties and responsibilities imposed on shipowners in accordance with this Convention, regardless of whether any another organizations or persons fulfill certain of the duties or responsibilities on behalf of the shipowner. See Article II(1)(j) of the Convention.

Certificate No. YGN/MLC/xxx-yy



## MARITIME LABOUR CERTIFICATE

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

Issued under the provisions of the  
Article V and Tittle 5 of the Maritime Labour Convention, 2006 and as amended

under the authority of the Government of:

**THE REPUBLIC OF THE UNION OF MYANMAR**

by **Department of Marine Administration**

### Particulars of ship

Name of ship: .....

Distinctive number or letters: .....

Port of registry: .....

Date of registry: .....

Gross tonnage<sup>1</sup>: .....

IMO Number: .....

Type of ship: .....

Name and address of the Shipowner<sup>2</sup>: .....

This is to certify:

1. That this ship has been inspected and verified to be in compliance with the requirements of the Convention, and the provisions of the attached Declaration of Maritime Labour Compliance, Part I.
2. That the seafarers' working and living conditions specified in Appendix A5-I of the Convention were found to correspond to the abovementioned country's national requirements implementing the Convention. These national requirements are summarized in the Declaration of Maritime Labour Compliance, Part I.

This Certificate is valid until .....(dd.mm.yyyy) subject to inspections in accordance with Standards A5.1.3 and A5.1.4 of the Convention.

Completion date of the inspection on which this certificate is based was .....  
(dd.mm.yyyy)

Issued at City ..... on ..... (dd.mm.yyyy)

Director General

Department of Marine Administration

(Seal or stamp of the authority, as appropriate)

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

<sup>2</sup> Shipowner means the owner of the ship or another organization or person, such as the manager, agent or bareboat charterer, who has assumed the responsibility for the operation of the ship from the owner and who, on assuming such responsibility, has agreed to take over the duties and responsibilities imposed on ship-owners in accordance with this Convention, regardless of whether any another organizations or persons fulfill certain of the duties or responsibilities on behalf of the shipowner. See Article II(1)(j) of the Convention.



Certificate No. YGN/MLC/xxx-yy

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

This is to certify that the ship was inspected in accordance with Standards A5.1.3 and A5.1.4 of the Convention and that the seafarers' working and living conditions specified in Appendix A5-I of the Convention were found to correspond to the above-mentioned country's national requirements implementing the Convention.

*Intermediate inspection:*

(to be completed between the second and  
third anniversary dates)

Signed .....

(Signature of authorized official)

Place .....

Date .....

(Seal or stamp of the authority, as appropriate)

***Additional endorsements (if required)***

This is to certify that the ship was the subject of an additional inspection for the purpose of verifying that the ship continued to be in compliance with the national requirements implementing the Convention, as required by Standard A3.1, paragraph 3, of the Convention ( re-registration or substantial alteration of accommodation) or for other reasons.

*Additional inspection:*

(if required)

Signed .....

(Signature of authorized official)

Place .....

Date .....

(Seal or stamp of the authority, as appropriate)

*Additional inspection:*

(if required)

Signed .....

(Signature of authorized official)

Place .....

Date .....

(Seal or stamp of the authority, as appropriate)

*Additional inspection:*

(if required)

Signed .....

(Signature of authorized official)

Place .....

Date .....

(Seal or stamp of the authority, as appropriate)

Certificate No. YGN/MLC/xxx-yy

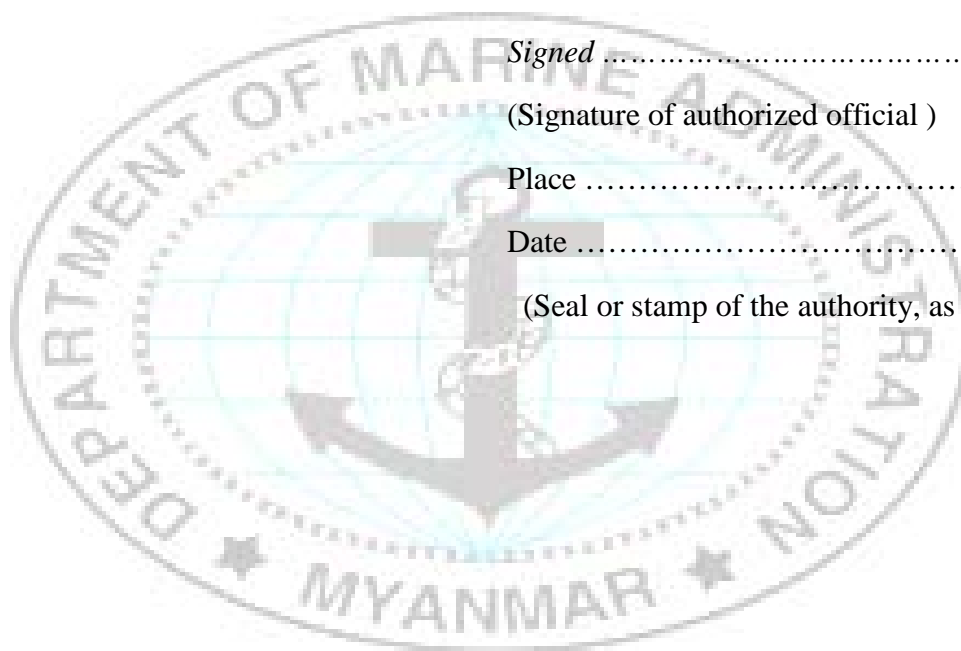
***Extension after renewal inspection ( if required)***

This is to certify that, following a renewal inspection, the ship was found to continue to be in compliance with national laws and regulations or other measures implementing the requirements of this Convention, and that the present certificate is hereby extended, in accordance with paragraph 4 of Standard A5.1.3 of the Convention.

until .....(dd.mm.yyyy)

(not more than five months after the expiry date of the existing certificate) to allow for the new certificate to be issued to and made available on board the ship.

Completion date of the renewal inspection on which this extension is based was:.....( dd.mm.yyyy).



Signed .....

(Signature of authorized official )

Place .....

Date .....

(Seal or stamp of the authority, as appropriate)