



MEMORANDUM CIRCULAR NO. 08
Series of 2013

TO : ALL MANNING AGENCIES

SUBJECT : CLARIFICATION ON ENTRIES IN THE REVISED ONE-PAGE COVERING EMPLOYMENT CONTRACT

Further to Memorandum Circular (MC) No. 04, Series of 2013, the following items are hereby clarified:

1. Name of Principal/Shipowner

Article II, 1 (J) of the Maritime Labour Convention, 2006 states that:

“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 whether any other organization or persons fulfill certain of the duties or responsibilities on behalf of the shipowner”.

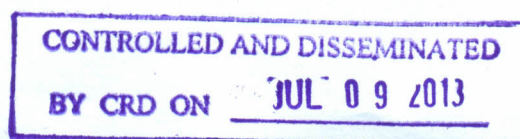
Foreign Principals who entered into agreement with ship owners and assumed the responsibilities on the management and operation of the ships, such as shipmanagers, crew managers, bareboat charterers and any other similar entities accredited, or applying registration/ accreditation with the POEA thru their appointed manning agencies can therefore be referred to as shipowners.

Given the above, where the accredited principal is not the actual shipowner and the manning agency wishes to indicate the name of shipowner in the contract, the manning agency shall submit the request for the inclusion of the name of the shipowner in the contract, accompanied with supporting documents establishing the ownership of the vessel. The request shall be evaluated and acknowledged by the Administration.

A copy of the aforementioned acknowledgement letter on vessel ownership shall be attached to and submitted together with the one-page covering contract for the usual processing and documentation.

2. Effectivity of “old” one-page employment contract

The one-page covering employment contract of seafarers that were processed prior to the effectivity of Memorandum Circular (MC) No. 4, Series of 2013, shall remain valid



and effective within their validity period. However, where a flag State or other relevant authorities would require the presentation of a revised one-page covering employment contract for seafarers who are onboard, processing of the said revised employment contract shall be allowed provided that the terms and conditions of employment in the previously processed contract are maintained and the total period of employment shall not exceed that originally agreed upon.

3. Inclusion of additional information in the revised one-page employment contract

The POEA full-text standard terms and conditions governing the overseas employment of Filipino seafarers onboard ocean-going ships and the revised one-page covering employment contract are fully compliant with the Maritime Labour Convention 2006. Redundant provisions/ addendum to the one-page covering employment contract, especially those that are already contained in the Standard Terms and Conditions Governing the Overseas Employment of Filipino Seafarers Onboard Ocean-Going Ships, shall not be allowed.

For strict compliance.



HANS LEO J. CACDAC
Administrator