



# Barbados – Policy on electronic SEAs, CBAs, and digital signatures

Notice to: Ship Owners / Managers / Operators / Surveyors

URC24017 | 30 August 2024

This Circular is issued to advise that the Barbados Maritime Ship Registry has revised its [Bulletin B007 – Maritime Labour Convention 2006](#) to include Electronic Seafarers' Employment Agreements (SEAs), Collective Bargaining Agreements (CBAs), and digital signatures.

The Bulletin states that BMSR has no objection to the use of electronic documents (SEAs and CBAs) and digital signatures, provided that, in all cases:

- both parties are content to accept such electronic versions;
- the seafarer must have time to read and take advice on the SEA before boarding the vessel; and
- both sides must have agreed on it.

As there are no specific guidelines from either IMO or ILO, the BMSR has outlined the following based on the principles of FAL.5/Circ.39/Rev.2 and Corr. 1.

## Signatures on SEA:

- 1) Every SEA must be signed by all contracting parties.
- 2) All contracting parties shall have a fully signed authentic copy for their perusal, which is therefore deemed original, and all parties must constantly be in possession thereof.
- 3) The relationship between the parties involved must provide for the definite legal link between the Seafarer and the Shipowner(s), based upon evidence for any involved lawful authorisation (e.g., representation, acting as agents, subcontractors, etc).

4) The use of digital signatures and electronic documents is deemed to meet the authenticity requirements and therefore permitted, under the following conditions:

- i. **Security:**  
There are appropriate security measures for digital signatures in place, which require the use of a certificate issued by a Qualified Trust Services Provider to establish the identity of the signer;
- ii. **Procedure:**  
The procedure for the use of digital signatures and electronic documents shall be outlined in the company management system(s) as per ISM Code Chapter 11;
- iii. **Authenticity:**  
Each digital signature shall be unique to one individual and shall not be reused by, or reassigned to, anyone else.
- iv. **Traceability:**  
Any alteration of electronic documents and any application of any digital signature shall be traceable in terms of its extent and origination;
- v. **Reference:**  
Reference shall be made that the document has been digitally signed by (or for/on behalf of) the Shipowner(s) and or Seafarer(s) etc;
- vi. **Identification:**  
Each electronic document shall have a unique tracking number (a string of numbers, letters, or symbols);
- vii. **Verification:**  
Instructions for allowing third parties (PSCO/MLC Inspectors) to verify the information contained in the electronic documents and the authenticity of digital signatures and shall be available onboard the vessel. This means a reliable, secure, and continuously available process to confirm the authenticity and validity of an electronic document using the unique tracking number and other data contained on or embedded in the electronic document such as a digital signature.

**Act now**

Ship Owners, Managers, Operators, and Surveyors should take note of the above requirements where electronic documents and digital signatures are used.



# Barbados Maritime Ship Registry



Revision No:

1.1

Issue Date:

20 Jun 2024

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20 Jun 2024

## Notice to: Shipowners, Operators, Officers, Flag State Inspectors and Recognised Organisations.

### 1. References

- a) Barbados Merchant Shipping Act (CAP 296).
- b) Maritime Labour Convention, 2006 (MLC 2006).
- c) [ILO "Guidelines for flag State inspections under MLC 2006"](#).
- d) [ILO "Guidelines for port State control officers carrying out inspections under MLC 2006"](#).
- e) [Bulletin 013 -Barbados Approved Providers of Insurance](#) .
- f) [Form 143 – DMLC Part I Application Form](#).
- g) [Form 140 – MLC 2006 – DMLC Part II](#).
- h) [Form 34 – International Safety Management \(ISM\) Code Declaration](#).
- i) The International Safety Management Code (ISM Code).
- j) [FAL.5/Circ.39/Rev.2 and Corr. 1](#) Guidelines for the use of electronic Certificates.

### 2. Purpose

- 2.1 This Bulletin provides information on Barbados' policy on the application of the MLC 2006, which governs maritime labour conditions and sets minimum standards for the working and living conditions of seafarers aboard ships, as applicable.

### 3. MLC Shipowner

- 3.1 "MLC 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 other organization or persons fulfil certain duties or responsibilities on behalf of the shipowner."

### 4. Application

- 4.1 The MLC 2006 applies to all seafarers and all vessels ordinarily engaged in commercial activities, whether publicly or privately owned, except as specified in Sec. 8 below.
- 4.2 Vessels constructed prior to 20 August 2013 are deemed to be existing vessels for the purposes of accommodation standards and accordingly Title 3 provisions of the MLC 2006 are not applicable to these vessels. Vessels constructed on or after 20 August 2013 shall comply with the accommodation standards specified in Title 3 MLC 2006.

### 5. Amendments of the MLC 2006 -Financial Security Documents

- 5.1 The Amendments to MLC 2006 entered into force on the 18th January 2017. From this date, vessels that are subject to MLC will be required to display certificates issued from an insurer confirming that insurance is in place for liabilities in respect of:
  - .1 Standard A2.5.1 – Repatriation; and
  - .2 Standard A4.2.1 - Shipowners' liability (Death & Injury Compensation).
- 5.2 Barbados vessels were required to comply with the new amendments as soon as the amendments entered into force, but not later than the first MLC renewal survey.

- 5.3 The insurance cover and the associated certificates shall be issued by a Barbados Approved Providers of Insurance as listed in Bulletin 013 and displayed on board.
- 5.4 The Financial Security Documents have a validity of 1 year, hence every year a copy shall also be provided to the BMSR as evidence of valid financial security.
- 5.5 The insurance certificates must be in a model format and must include the information specified in the MLC Amendments. It should be noted that on these certificates, the assured party will normally be the registered owner, but this will not necessarily be the same as the “MLC Shipowner” named on other MLC documentation.
- 5.6 Where the assured party named on the insurance certificates and the MLC Shipowner are different there should be evidence of this shall be provided to the BMSR submitting Form 34.
- 5.7 Valid documentary evidence of financial security is to be provided with the initial application and in the following circumstances:
  - .1 Change of the registered shipowner whose name is recorded in the P&I records and the issued evidence of financial security.
  - .2 Change to ISM Manager which invalidates the existing P&I issued evidence of financial security;
  - .3 Change of the vessel’s gross tonnage; and
  - .4 Changes to exemptions or equivalent arrangements.

## **6. MLC 2006 Certification**

- 6.1 Considering Sec.2.1 above , the MLC 2006 Certification is only required for vessels of:
  - .1 500 gross tonnage or over, engaged in international voyages;
  - .2 500 gross tonnage or over, flying the Barbados flag operating from a port, or between ports, outside Barbados waters.
- 6.2 The full Maritime Labour Certificate (MLC), the interim MLC and the Declaration of Maritime Labour Compliance (DMLC) Part I and II are to be as per the models given in the MLC 2006 Appendix A5-II.
- 6.3 The MLC is issued by a Barbados Recognised Organisation (RO) for a maximum period of five years, subject to an intermediate MLC inspection.

### Interim MLC

- 6.4 An interim MLC is issued only once for a period of maximum of six months and in the cases below:
  - .1 For a new vessel;
  - .2 When the vessel is registered with the BMSR;
  - .3 When a new MLC shipowner assumes responsibility for the operation of the vessel.
- 6.5 The BMSR, in compliance with the MLC 2006, does not allow the issuance of a further interim MLC following the initial six months.
- 6.6 The initial MLC inspection for the issuance of the full MLC shall be carried out within the validity of the interim MLC. When the initial MLC inspection cannot be carried out for unforeseen reasons the BMSR might issue a permit for the issuance of a short-term MLC for a maximum of 3 months.

### DMLC Part I

- 6.7 The DMLC Part I is the national declaration of MLC 2006 compliance and is to be attached to the MLC.
- 6.8 The MLC shipowner shall apply to the BMSR for the DMLC Part I by completing a Form 143 – DMLC Part I Application Form and sending it to [registry@barbadosmaritime.com](mailto:registry@barbadosmaritime.com).

- 6.9 A new DMLC Part I will be required where there is a change of the vessel's particulars as recorded on the DMLC Part I or any changes to the exemptions or equivalent arrangements.
- 6.10 A revised DMLC Part I is not required for a change of ISM Manager or owners.
- 6.11 The BMSR now issues electronic Declarations of Maritime Labour Compliance Part I (DMLC Part I). A valid DMLC Part I may still be maintained in original hard copy form aboard the vessel. It does not need to be re-issued in electronic form.

#### DMLC Part II

- 6.12 The DMLC Part II is developed by the shipowner to address the requirements set out in the DMLC Part I.
- 6.13 The DMLC Part II shall be signed by the MLC shipowner and by the attending RO surveyor at the initial MLC inspection for the issuance of the full MLC.
- 6.14 The copy signed by the MLC Shipowner and RO surveyor, together with the MLC, shall be sent to the BMSR.
- 6.15 A revised DMLC Part II is required where there is a change of MLC Shipowner or a change to the measures to ensure compliance with the provisions of the DMLC Part I.
- 6.16 The BMSR has its own template for DMLC Part II, Form 140.

### **7. Equivalency, exemption, or exception**

- 7.1 Any applications for the acceptance of an equivalency, exemption, or exception from MLC 2006 requirements shall be submitted to the BMSR at the time of requesting the DMLC Part I by completing a Form 143 – DMLC Part I Application Form.
- 7.2 Applications for exemptions relating to structural requirements for vessels (i.e., provisions of Title 3 of MLC 2006) shall be submitted to the BMSR or through an RO.
- 7.3 The BMSR will assess the application and, where applicable, will issue a certificate of equivalence and/or exemption and will also include these in the DMLC Part I.
- 7.4 If, after to the issuance of the DMLC Part I, the MLC Shipowner requires consideration of an equivalency or exemption, a new application for DMLC Part I will be required and, if the application is granted, an amended DMLC Part I, DMLC Part II and inspection for an MLC will be required.
- 7.5 If, after to the issuance of the MLC, the MLC shipowner requires consideration of an exception, an application should be submitted and if the application is granted, an amended DMLC Part II and inspection for an MLC will be required.
- 7.6 Any equivalency, exemption or exception will require a re-assessment if there are any changes to the issuing conditions or change of shipowner/manager.
- 7.7 Where the application for an equivalency, exemption or exception is deemed to be related to a Barbados interpretation of MLC 2006 provisions (e.g., format of record keeping, determination of seafarer), the BMSR may issue a "Statement of Interpretation" to supplement the DMLC and MLC.

### **8. Vessel and seafarers that do not have to comply with the requirements of MLC 2006**

- 8.1 The following type of vessels do not require to comply with MLC 2006:
  - .1 Vessels that are trading and/or operating exclusively between ports and facilities within Barbados' waters;
  - .2 Offshore units whose primary service is in operations for the exploration, exploitation or production of resources on or beneath the seabed and are not ordinarily engaged in navigation or international voyages (e.g., MODUs, drill ships, jack-up platforms, accommodation platforms, Floating Production, Storage and Offloading units (FPSO), purpose built or permanently converted Floating Storage and Offloading/Floating Storage Units (FSO, FSU, FSRU, etc.);



- .3 Objects under tow;
  - .4 Non-propelled barges;
  - .5 Charter (commercial) yachts of less than 24 meters in length;
  - .6 Private (non-commercial) yachts of any size.
- 8.2 A seafarer is a person engaged or employed onboard for the purpose of MLC 2006.
- 8.3 However, for the definition of seafarer other factors that are taken into consideration are:
- .1 if the nature of work is not part of the routine business of the vessel;
  - .2 although trained and qualified in maritime skills, the persons concerned perform key specialist functions that are not part of the routine business of the vessel;
  - .3 the work the person performs is occasional and short term, with the principal place of employment being onshore; and
  - .4 all Seafarer Employment Agreements (SEA), or Collective Bargaining Agreements (CBA) forming part thereof, or Contracts of Employment, comply with MLC 2006.
- 8.4 Considering Sec. 8.3 above, the BMSR does NOT consider the following group of persons as seafarers:
- .1 Port workers, including travelling stevedores;
  - .2 Pilots and port officials;
  - .3 Ship surveyors and auditors;
  - .4 Equipment repair/service technicians and riding crew whose principal place of employment is onshore;
  - .5 Guest entertainers who work occasionally and short term on board with their principal place of employment being onshore;
  - .6 Shipowner's shore-based personnel;
  - .7 Chief storekeeper;
  - .8 Vessel HSE Officer; and
  - .9 Riding crew.
- 8.5 If the MLC Shipowner deems that there is any other category of persons who should not be considered seafarers for the purpose of MLC 2006, an application containing the following should be submitted to [ops@barbadosmaritime.com](mailto:ops@barbadosmaritime.com).
- .1 The category or capacity of the persons;
  - .2 The duration of the stay on board of the persons concerned;
  - .3 The frequency of periods of work spent on board;
  - .4 The location of the person's principal place of work;
  - .5 The purpose of the person's work on board;
  - .6 Who is responsible for the labour and social conditions for the persons;
  - .7 Whether an agreement is in place for the persons and if the shipowner has assessed it to ascertain if it is comparable with MLC 2006.
- 8.6 If the BMSR assesses a group of persons to not be a seafarer for compliance either fully or in part with the MLC 2006 requirements, BMSR will issue a "Statement of Interpretation" to supplement the DMLC and MLC.
- 8.7 The MLC Shipowner should note that even when a group of persons has been assessed not to be a seafarer or a vessel does not require compliance with the MLC 2006, the following minimum requirements remain applicable:
- .1 The authority of the Master, (or Offshore Installation Manager where a Master is not on board) for the overall safety and security of the vessel and compliance with any relevant Barbados requirements;
  - .2 Minimum age: Persons shall be 16 years or older;

- .3 Medical certificate: Persons who hold any STCW certificate shall have a valid medical certificate. For all other person serving onboard, the MLC Shipowner should verify that the affected person(s) is medically fit taking into consideration the shipboard environment;
- .4 Training or instructions: Persons working on board shall be duly trained or instructed for their assigned shipboard duties especially those duties that are related to safety, security or environmental protection;
- .5 Hours of rest: Persons assigned safety, security or environmental protection shipboard duties, shall comply with the STCW hours of rest requirements;
- .6 Medical care: The person shall have access to on board medical care;
- .7 Health and safety protection and accident prevention: The onboard occupational health and safety and accident prevention policies should be applicable;
- .8 On board complaints: The person should have access to the on board complaints procedures;
- .9 Employment period onboard: Persons should not be employed or engaged onboard for periods exceeding 12 months;
  - i) Repatriation: The MLC Shipowner should verify that there are measures to enable the repatriation of the persons employed or engaged onboard within 12 months of signing the SEA, CBA and/or Contracts of Employment;
  - ii) Wages: shall be paid for their work regularly and in full in accordance with their SEA, CBA and/or Contract of Employment.
- 8.8 All persons employed on board vessels shall receive safety familiarisation training and/or instruction prior to being assigned shipboard safety, security or environmental duties.

## 9. Regulation 2.1 - Seafarers' employment agreements

- 9.1 The duration of the seafarer's contract of employment should not be confused with the protection of the rights to repatriation and annual leave.
- 9.2 There is no restriction on the length of a Seafarer's Employment Agreement (SEA) under MLC 2006. Seafarers may enter into SEAs covering periods longer than 11 months.
- 9.3 MLC 2006 Standard A2.1, paragraph 4(g)(i) expressly allows SEAs for an indefinite period.
- 9.4 Should there be a restriction on the term of an SEA in an applicable collective bargaining agreement, such a restriction shall also be applicable to the SEA for service onboard a Barbadian vessel, provided the restriction is not in conflict with MLC 2006 regulations. However, without such a restriction, the seafarer's ability to extend their contract beyond its expiration date or 12 months, if so desired, would not be limited, subject to mutual agreement between the seafarer and the shipowner.
- 9.5 Regardless of contract length, all SEAs must provide for annual leave and repatriation in accordance with MLC 2006 Standards A2.4 and A2.5, respectively.
- 9.6 A fixed expiry date for the length of the contract need not be indicated on a SEA (containing a start date) when a valid Collective Bargaining Agreement (CBA) with a set period (e.g., 6 months  $\pm$  1 month) of contract duration is attached. See Sec. 11 below.

## 10. Minimum age

- 10.1 No person below the minimum age of 16 years shall be employed, engaged or work on a Barbados registered vessel.
- 10.2 No person below the minimum age of 18 years shall be employed, engaged or work on a Barbados registered vessel in the following capacities:
  - .1 Master;
  - .2 Chief Mate;
  - .3 Chief Engineer;

- .4 Officer In charge of a Navigational and an Engineering Watch;
  - .5 Electro-Technical Officer;
  - .6 GMDSS Radio Operator;
  - .7 Offshore Installation Manager;
  - .8 Ballast Control Operator;
  - .9 Barge or Maintenance Supervisor;
  - .10 Ship Cook.
- 10.3 No seafarer under the age of 18 shall work at night. For the purpose of these requirements, 'night' means a period of at least nine (9) hours starting no later than midnight vessel's time and ending no earlier than 05:00 vessel's time.
- 10.4 The requirement for night work may be waived where:
- .1 the seafarer is engaged in a training programme that has been established by the MLC Shipowner. The training program and schedule of night time work should be documented in the Safety Management System; or
  - .2 the specific nature of the duty or training programme, as recognised by the BMSR, requires the performance of duties at night. The Company shall undertake a shipboard assessment which should determine that the work will not be detrimental to the health and wellbeing of the person under 18, taking into consideration the hazards outlined in the section below.
- 10.5 No person under the age of 18 shall be employed or engaged or work on board a vessel where the work is likely to jeopardise their health or safety. The Company shall ensure that the Shipboard Occupational Health and Safety Plan (SOHSP) specifically addresses seafarers under the age of 18, including any work or activity deemed hazardous and restrictions or training requirements for such work or activity.

## **11. Regulation 2.4 - Entitlement to leave**

- 11.1 Annual leave with pay is to be calculated based on a minimum of 2.5 days per completed calendar month of employment.
- 11.2 MLC 2006 Standard A2.4.3 prohibits any agreement to forgo the minimum annual leave with pay, except in cases provided for by the Competent Authority. The Competent Authority in this case is the flag State.
- 11.3 The BMSR strictly prohibits a forfeiture of paid annual leave but does allow paid annual leave to be accumulated and taken as mutually agreed by the seafarer and shipowner as detailed in the SEA, provided the requirements for accumulating paid leave and the right of repatriation are continued and met.

## **12. Regulation 2.5 - Repatriation**

- 12.1 MLC 2006 Standard A2.5.1.2(b) states that the maximum duration of service periods on board following which a seafarer is entitled to repatriation is to be less than 12 months.
- 12.2 The BMSR's interpretation of Standard A2.5 is that repatriation is an absolute right and deems MLC 2006 "Guideline B2.5 – Repatriation" mandatory for ensuring the repatriation of a seafarer.

## **13. Collective Bargaining Agreements**

- 13.1 As defined by MLC 2006 Article II 1.(g), a SEA includes both a contract of employment and articles of agreement.
- 13.2 In accordance with MLC 2006 Regulation 2.1 paragraph 3:
- .1 To the extent not prohibited by the laws, regulations, and practices of the BMSR, seafarers' employment agreements shall be understood to incorporate any applicable collective bargaining agreement. Clear information, including any labour contract, shall be made available to the crew on board every vessel as to the conditions of employment thereon.



13.3 The BMSR allows the provisions of a CBA to govern the specific conditions of employment, provided they are not in conflict with the MLC 2006 regulations.

#### **14. MLC On-board Complaints Procedure**

14.1 All seafarers shall be provided with a copy of the onboard complaint procedures applicable on the vessel. This shall include the following information:

- .1 The seafarer's right to representation;
- .2 Safeguards against victimisation of the seafarer;
- .3 Contact information of the BMSR or the competent labour authority in the seafarers' country of residence; and
- .4 Name of a person or persons on board the vessel who can, on a confidential basis, provide seafarers with impartial advice on their complaint and otherwise assist them in following the complaint procedures available to them on board the vessel.

14.2 The MLC Shipowner and the Master are responsible to ensure that victimisation of a seafarer for filing a labour grievance under the MLC 2006 does not occur. Any claims of victimisation should be investigated by the master or shipowner and where instances of victimisation are found to occur, these must be dealt with under the Company's disciplinary procedures in the shortest possible time.

14.3 All complaints will be treated by BMSR in confidence and will be given serious consideration. It is however essential that the person making any complaint is identified to BMSR. BMSR will not reveal the source of its information when investigating but will not deal with any anonymous complaints.

14.4 If it is appropriate, a BMSR inspector will visit the vessel to investigate the complaint. The BMSR might also request an additional MLC inspection to be carried out by an RO surveyor to investigate the complaint and check compliance with the MLC 2006.

14.5 The complaint should be addressed to the head of the department of the seafarer lodging the complaint or to the seafarer's supervising officer, who should attempt to resolve the matter within the prescribed time limits appropriate to the seriousness of the issues involved. The MLC Shipowner should have time limits outlined in the shipboard management system and this should take into consideration the time frame noted in Sec. 14.8 below.

14.6 If the head of department or supervising officer cannot resolve the complaint to the satisfaction of the seafarer, the seafarer may refer it to the master, who should handle the matter personally.

14.7 If a complaint cannot be resolved on board, the matter should be referred ashore to the MLC Shipowner, who should be given an appropriate time limit for resolving the matter, where appropriate, in consultation with the seafarer concerned or any person who the seafarer may appoint as their representative.

14.8 If, after twenty (20) days, conciliated settlement cannot be reached, either party shall have a further 20 days to refer the complaint to the competent labour authority, to decide upon a satisfactory solution to the matter.

14.9 If the seafarer lodges the complaint to an external authority rather than the BMSR, that authority shall be provided with the contact information of the BMSR and requested to communicate the complaint to the BMSR. Any investigation or action by an external authority should take into account the extent to which the on-board complaint procedure has been utilised, and its effectiveness in dealing with the complaint.

14.10 If the seafarer is in any doubt about presenting a complaint and considers that they will be victimised due to presenting a complaint, they shall have the right to contact the BMSR for guidance or they may submit the complaint directly to the BMSR at any time.

## 15. Electronic SEA and CBA, and digital signature

15.1 The BMSR has no objection for use of electronic documents (SEA and CBA) and digital signature, provided that both parties are content to accept an electronic them and with the principle that the seafarer must have time to read and take advice on the SEA before, and that both sides must have agreed it, boarding the vessel applies in all cases. As there are no specific guidelines from either IMO or ILO, the BMSR has outlined the below based on the same principles of the FAL.5/Circ.39/Rev.2 and Corr. 1.

### 15.2 Signatures on SEA :

- .1 Every SEA must be signed by all contracting parties
- .2 All contracting parties shall have a fully signed authentic copy for their perusal, which therefore is deemed to be original, and all parties must constantly be in possession thereof.
- .3 The relationship between the parties involved must provide for the definite legal link between the Seafarer and the Shipowner(s), based upon evidence for any involved lawful authorisation (e.g., representation, acting as agents, subcontractors etc.
- .4 The use of digital signatures and electronic documents is deemed to meet the authenticity requirements and therefore permitted, under the following conditions:
  - i) Security: There are appropriate security measures for digital signatures in place, which require the use of a certificate issued by a Qualified Trust Services Provider to establish the identity of the signer;
  - ii) Procedure: The procedure for use of digital signatures and electronic documents shall be outlined in the company management system(s) as per ISM Code Chapter 11;
  - iii) Authenticity: Each digital signature shall be unique to one individual and shall not be reused by, or reassigned to, anyone else.
  - iv) Traceability: Any alteration of electronic documents and any application of any digital signature shall be traceable in terms of its extent and origination;
  - v) Reference: Reference shall be made that the document has been digitally signed by (or for/on behalf of) the Shipowner(s) and or Seafarer(s) etc;
  - vi) Identification: Each electronic document shall have a unique tracking number (string of numbers, letters or symbols) ;
  - vii) Verification: Instructions for allowing third parties (PSCO/MLC inspectors ) to verify the information contained in the electronic documents and the authenticity of digital signatures and shall be available on board the vessel. This means a reliable, secure and continuously available process to confirm the authenticity and validity of an electronic documents using the unique tracking number and other data contained on or embedded in the electronic documents such as digital signature.

Revision No	Description Of Revision
1.0	First Issue – supersedes information bulletin 219/296/303/343/341/330
1.1	Amended sections: 1.h, added Sec.1.i, 1.j and 15.

