

## Annex – II

### Declaration of Compliance

We the Directors of .....hereby declare that:

1. We shall conduct the business at.....
2. We shall carry out the business during the period of the validity of the Certificate of Authorisation (COA).
3. We shall conduct the business under signatures and seal of the authorized signatories.
4. We shall not transfer the COA.
5. We shall display the COA at a place accessible to public in the registered office and also the attested copy of the COA at a place accessible to public in the branch office.
6. We shall not charge any fee from the seafarers for the purpose of recruitment or for providing employment.
7. We shall maintain the following permanent records at the registered office as under:
  - (i) a register of names and addresses of seafarers.
  - (ii) bio-data (giving full particulars including name, address, age, skill, experience and address of next of kin) of each seafarer recruited;
  - (iii) copies of employment contract of each seafarer;
  - (iv) originals of all MoUs/contracts/agreements with the employers;
  - (v) all documents relating to recruitment of seafarers, including copies of all advertisements issued, letters of interviews, where applicable, and correspondence with applicants, original award sheet leading to the selection, names and addresses of persons involved in the selection process, copies of letters of appointments and other particulars, etc, for a minimum period of five years;
  - (vi) a register of claims for compensation for injury or details of death of the seafarers along with the details of the next of kin of the seafarer, passport number, country of employment, nature of injury or death, as the case may be, date of accident, name and address of the employer and the details of compensation paid; and
  - (vii) such other records as may be required to be maintained.
8. We shall furnish a monthly report of the preceding month by the 1st of the every succeeding month.
9. We shall not charge the repatriation expenses from the seafarer in the event he is being stranded and also will not charge for transportation of the mortal remains of a dead seafarer.

10. We shall ensure that all seafarers recruited are in possession of valid documents for the job for which they are recruited (i.e. Passport, Visa, CDC, COC required qualification certificates etc.).
11. We shall ensure that all ships on which seafarers are recruited and placed are covered adequately by the Protection and Indemnity insurance and have valid Maritime Labour certificates.
12. We ensure that all the personnel in our office are adequately trained and have relevant knowledge of the maritime industry.
13. We declare that we are not convicted under any law and that no criminal proceedings are pending.
14. We declared that we have valid contracts with all ship owners for whom we recruit seafarers.
15. We shall ensure that all rights of seafarers will be duly protected and all seafarers shall enter into valid contracts of employment.
16. We shall ensure that seafarers are not subject to exploitation by our staff with regard to offer of engagement on particular ships or by particular companies.
17. We shall ensure that requests for information or advice by families of seafarers while the seafarers are at sea are deal with promptly and sympathetically.
18. We shall provide a bank guarantee in favour of the Director-General in accordance with the Merchant Shipping (Maritime Labour) Regulations.
19. We shall ensure that the applicable social security contributions are being collected and credited to the social security scheme and submit a monthly report the Director-General.
20. We shall abide by the provisions of the Merchant Shipping (Maritime Labour) Regulations as amended from time to time and Implementing Standards issued thereunder.

We declare that to the best of our knowledge, belief and information the above particulars are correct and complete. We are aware that any false statement or information will lead to the refusal of the application.

Name of Directors .....

Signatures and seal.....

Date.....