



ST. VINCENT AND THE GRENADINES

MARITIME ADMINISTRATION

Maritime Labour Convention, 2006

Declaration of Maritime Labour Compliance – Part II

Measures adopted to ensure ongoing compliance between inspections

The following measures have been drawn up by the shipowner, named in the Maritime Labour Certificate to which this Declaration is attached, to ensure ongoing compliance between inspections:

Name of Ship	IMO Number	Gross Tonnage
[REDACTED]	[REDACTED]	3744

1.	Minimum age (Regulation 1.1)	<input checked="" type="checkbox"/>
	See Tropical ISM sect 1.4.7. <ul style="list-style-type: none">No Seafarer under the age of 18 is employed on our Vessels	
2.	Medical certification (Regulation 1.2)	<input checked="" type="checkbox"/>
	<ul style="list-style-type: none">Crewing policy states that Medical Examinations are in accordance with the Seafarers Convention 1946, ILO/WHO medical fitness guideline and STCW 1978/95 as amended. See Tropical ISM 1.4The maximum validity is two years for medical certificates and six years for color vision certificates. See Tropical ISM 1.7	
3.	Qualifications of seafarers (Regulation 1.3) See Tropical ISM 2.7	<input checked="" type="checkbox"/>
	<ul style="list-style-type: none">Per the requirements of SOLAS Chapter IX, ISM code and STCW 95The Master verifies seafarer STCW training, licenses, endorsements and medical certificates prior to allowing the seafarer to engage in work aboard the vessel.Basic Safety Training (ISM familiarization for boat station, fire station and emergency signals) is implemented prior to the commencement of duties	

4.	Seafarers' employment agreements (Regulation 2.1) See Tropical ISM 1.4 and POEA CDB	☒
	<ul style="list-style-type: none"> • Every seafarer shall have an employment agreement in accordance with the conditions set out in standard A 2.1 of the MLC 2006 Convention • The Seafarer's employment is recorded in his Saint Vincent and the Grenadines Seaman's book. Master's responsibilities states that employment record will be written without reference to performance and salary. See Tropical ISM 2.7.1 • The duration of the minimum notice periods for SEA early termination to be given by seafarers seven (7) days. Seafarers may terminate an agreement at less than seven (7) day notice as follows: <ul style="list-style-type: none"> .1 On the compassionate grounds .2 If the ship is detained for 30 days or more in respect of mandatory international conventions .3 If the ship is arrested for 30 days or more; or .4 If the ship is about to sail to a war zone to which the seafarer does not consent to go Ship owners may terminate the agreement at less than seven (7) day notice if: <ul style="list-style-type: none"> .1 The ship is sold or lost .2 the seafarer is unable to continue to perform his duties due to illness or injury .3 The seafarer is determined to be incompetent or guilty of a serious disciplinary offence • The cost of obtaining any seafarer visas will be borne by ship owner 	
5.	Use of any licensed or certified or regulated private recruitment and placement service (Regulation 1.4)	☒
	<ul style="list-style-type: none"> • Crewing policy states that the company delegates crewing to Crew Managers (S.R.P.S.) who are found in accordance with, MLC 2006 Reg 5.0 for evaluation, inspection, and certification. See Tropical ISM sect 1.4 • No Saint Vincent and the Grenadines S.R.P.S are used • The Ship owner retains copies of all S.R.P.S. MLC Documents of Compliance and owner's authorizations on file • Some Foreign entities are used for personnel "referral" purposes only. These entities are given limited responsibilities. Seafarers obtained in this way are screened by the crewing department. Contracts are initiated by Tropical 	

6.	Hours of work or rest (Regulation 2.3) See PEOA CBA Section 10c and 10d	☒
	<ul style="list-style-type: none"> • Each Seafarer should receive the hours of rest in MLC 2006 Standard A 2.3. Hours of rest do not include short breaks of less than 1 hour • A table of shipboard working arrangements is posted in accordance with MALC 2006 Standard A2.3 in the IMO/ILO format • An IMO/ILO record of hours of rest is kept onboard signed by the Master and the seafarer. A copy is available for review • Drills and training should be arraigned so as to minimize the disturbance of rest hours. See also POEA CBA section 11d (Emergency duty) • It is the Master's right to perform any hours of work for the immediate safety of the ship, persons onboard or cargo, or for the purpose of giving assistance to other ships or persons in distress at sea, on condition that compensatory rest is provided on the conclusion of the situation. See Tropical ISM 2.7.1 	
7.	Manning levels for the ship (Regulation 2.7)	☒
	<ul style="list-style-type: none"> • There should be sufficient seafarers onboard in accordance with the Minimum Safe Manning Document. See Tropical ISM Manual 1.2 and 1.4 	
8.	Accommodation (Regulation 3.1)	☒
	<ul style="list-style-type: none"> • This vessel is considered existing vessel for the implementation of this Convention • Variations may be allowed in interests of seafarers having different and distinctive religious or social practices • Weekly accommodation inspections should be carried out by or under the Master's authority in order to ensure that seafarer's accommodation facilities are clean, decently habitable and maintained in good repair. This will include recreational facilities as well as food and catering areas. See Tropical ISM Manual 2.7 	
9.	On-board recreational facilities (Regulation 3.1)	☒
	<ul style="list-style-type: none"> • Provide and maintain decent recreation facilities promoting the seafarer's health and well-being. See Tropical ISM Manual 2.7.1 	

10.	Food and Catering (Regulation 3.2)	☒
	<ul style="list-style-type: none"> • Food and drinking water is provided in appropriate quality, nutrition and quantity to cover the ships requirements (taking into account cultural & religious differences) See Tropical 2.7.1 • A qualified and certified cook is provided onboard for 10 or more crew. • If the cook is not available due to exceptional circumstances or has had to leave the ship, the Administration may issue a dispensation for up to one month or until the next port where the Cook can be replaced provided that the person taking over has received instruction or training in food handling, storage and hygiene. See Tropical ISM Manual 2.8.9 – Cook Duties and Responsibilities. • The potable water storage tanks are cleaned and disinfected at intervals not exceeding 1 (one) year, or more frequently if the test results for potable water indicate contamination • Potable water loading hoses are flushed prior to each use and disinfected at least once at intervals of not more than six (6) months. The hoses should be capped and stored correctly • Potable water is tested in accordance with WHO guidelines for drinking water quality at least once at intervals of not more than six (6) months. Prior to bunkering potable water at any port, the Master or a person acting under his authority should obtain a water quality report. • Records of the following will be maintained and available for review for a period of three (3) years: Inspection of supplies of food and drinking water, spaces and equipment used for storage and handling of food and drinking water, galley and other equipment for the preparation and service of meals. See Tropical ISM Manual 2.7.1 	
11.	Health and safety and accident prevention (Regulation 4.3)	☒
	<ul style="list-style-type: none"> • Ship owner will not levy a charge for anything done in compliance with this section MLC Regulation 4.3. Tropical ISM 1.7 (health) • For the Occupational Safety and Health Policy, see Tropical ISM 1.7 (health) • Ship owner assures that the ship carries a medicine chest and medical equipment onboard • Tropical ISM 2.1 SMT (Meting Agenda Form A-37) covers monthly meetings • Videotel safety and environmental videos are included in the monthly health and safety meetings. Ship owner measures of a preventive character such as health promotion and health education on board their ship. See Tropical ISM 2.2 • Tropical crew will undertake periodic safety inspections at least once every three (3) months or more frequently, if there has been a substantial change, in the conditions of work as well as to report and correct unsafe conditions. Please refer to Saint Vincent Circular No. MLC 004 and Tropical ISM 1.7 (Health) • For Risk Management Procedures see Tropical ISM 1.13 	

12.	On-board medical care (Regulation 4.1) See Tropical ISM Manual 1.7 (Health)	☒
	<ul style="list-style-type: none"> • Seafarers have the right to visit a qualified medical doctor or dentist without delay in port of call, where practicable and at no cost • The Master and relevant onshore and onboard medical personnel should use a standard Medical Report • The Ship medicine chest and supplies are approved by Saint Vincent Exemption Certificate • The crew possesses STCW advanced Medical Care Certificate • The Ships Master's report and A-22 Serious Injury Disease, Death Report and used. 12.3 A4.1 Paragraph 4 should apply and guidance on Medical Care onboard ship • A medical advisory service can be established with C.I.R.M from Rome, Italy 24 x 7. See Tropical ISM 1.7 (Health) 	
13.	On-board complaint procedures (Regulation 5.1.5)	☒
	<ul style="list-style-type: none"> • See Tropical ISM Section 1.12 and POEA CBA Section 16. ISM Forms A-35, A-36 are used with this process 	
14.	Payment of wages (Regulation 2.2)	☒
	<ul style="list-style-type: none"> • Payment of wages is at intervals not greater than 30 days. See POEA CBA Section 6 (wages) • Wage definitions are those specific to MLC 2006 B2.2.1 & B2.2.2. See POEA CBA section 10 Hours of work • Each seafarer receives a monthly statement of wages, additional payments, rates of exchange. See POEA contract sections 6 and 7 (payment onboard) • The Seafarer will have a means of transfer all or part of their wages to beneficiaries. See POEA contract sections 8 (allotments & remittances) • Any change for the transfer of wages will be a reasonable amount with a reasonable and documented rate of exchange. See POEA Contract Sections 8 (Allotments & Remittances) • The requirements of B 2.2.2 calculation and payment paragraphs 1-4 will apply. POEA CBA section 10 (Hours of work) 	

15	<p>Financial Security for Repatriation (Regulation A2.5.1)</p> <p><i>Amendments to the Code implementing Regulation 2.5 – Financial Security for Repatriation, as amended on 11 April 2014</i></p>	☒
	<p><i>Standard A2.5.2 – Financial security</i></p> <p>1. In implementation of Regulation 2.5, paragraph 2, this Standard establishes requirements to ensure the provision of an expeditious and effective financial security system to assist seafarers in the event of their abandonment.</p> <p>2. For the purposes of this Standard, a seafarer shall be deemed to have been abandoned where, in violation of the requirements of this Convention or the terms of the seafarers' employment agreement, the shipowner:</p> <ul style="list-style-type: none"> (a) fails to cover the cost of the seafarer's repatriation; or (b) has left the seafarer without the necessary maintenance and support; or (c) has otherwise unilaterally severed their ties with the seafarer including failure to pay contractual wages for a period of at least two months. <p>3. Each Member shall ensure that a financial security system meeting the requirements of this Standard is in place for ships flying its flag. The financial security system may be in the form of a social security scheme or insurance or a national fund or other similar arrangements. Its form shall be determined by the Member after consultation with the shipowners' and seafarers' organizations concerned.</p> <p>4. The financial security system shall provide direct access, sufficient coverage and expedited financial assistance, in accordance with this Standard, to any abandoned seafarer on a ship flying the flag of the Member.</p> <p>5. For the purposes of paragraph 2(b) of this Standard, necessary maintenance and support of seafarers shall include: adequate food, accommodation, drinking water supplies, essential fuel for survival on board the ship and necessary medical care.</p> <p>6. Each Member shall require that ships that fly its flag, and to which paragraph 1 or 2 of Regulation 5.1.3 applies, carry on board a certificate or other documentary evidence of financial security issued by the financial security provider. A copy shall be posted in a conspicuous place on board where it is available to the seafarers. Where more than one financial security provider provides cover, the document provided by each provider shall be carried on board.</p> <p>7. The certificate or other documentary evidence of financial security shall contain the information required in Appendix A2-I. It shall be in English or accompanied by an English translation.</p> <p>8. Assistance provided by the financial security system shall be granted promptly upon request made by the seafarer or the seafarer's nominated representative and supported by the necessary justification of entitlement in accordance with paragraph 2 above.</p>	

9. Having regard to Regulations 2.2 and 2.5, assistance provided by the financial security system shall be sufficient to cover the following:

(a) outstanding wages and other entitlements due from the shipowner to the seafarer under their employment agreement, the relevant collective bargaining agreement or the national law of the flag State, limited to four months of any such outstanding wages and four months of any such outstanding entitlements;

(b) all expenses reasonably incurred by the seafarer, including the cost of repatriation referred to in paragraph 10; and

(c) the essential needs of the seafarer including such items as: adequate food, clothing where necessary, accommodation, drinking water supplies, essential fuel for survival on board the ship, necessary medical care and any other reasonable costs or charges from the act or omission constituting the abandonment until the seafarer's arrival at home.

10. The cost of repatriation shall cover travel by appropriate and expeditious means, normally by air, and include provision for food and accommodation of the seafarer from the time of leaving the ship until arrival at the seafarer's home, necessary medical care, passage and transport of personal effects and any other reasonable costs or charges arising from the abandonment.

11. The financial security shall not cease before the end of the period of validity of the financial security unless the financial security provider has given prior notification of at least 30 days to the competent authority of the flag State.

12. If the provider of insurance or other financial security has made any payment to any seafarer in accordance with this Standard, such provider shall, up to the amount it has paid and in accordance with the applicable law, acquire by subrogation, assignment or otherwise, the rights which the seafarer would have enjoyed.

13. Nothing in this Standard shall prejudice any right of recourse of the insurer or provider of financial security against third parties.

14. The provisions in this Standard are not intended to be exclusive or to prejudice any other rights, claims or remedies that may also be available to compensate seafarers who are abandoned. National laws and regulations may provide that any amounts payable under this Standard can be offset against amounts received from other sources arising from any rights, claims or remedies that may be the subject of compensation under the present Standard.

Amendments relating to Guideline B2.5

Guideline B2.5.3 – Financial security

1. In implementation of paragraph 8 of Standard A2.5.2, if time is needed to check the validity of certain aspects of the request of the seafarer or the seafarer's nominated representative, this should not prevent the seafarer from immediately receiving such part of the assistance requested as is recognized as justified.

APPENDIX A2-I

Evidence of financial security under Regulation 2.5, paragraph 2

The certificate or other documentary evidence referred to in Standard A2.5.2, paragraph 7, shall include the following information:

- (a) name of the ship;
- (b) port of registry of the ship;
- (c) call sign of the ship;
- (d) IMO number of the ship;
- (e) name and address of the provider or providers of the financial security;
- (f) contact details of the persons or entity responsible for handling seafarers' requests for relief;
- (g) name of the shipowner;
- (h) period of validity of the financial security; and
- (i) an attestation from the financial security provider that the financial security meets the requirements of Standard A2.5.2.

16	<p data-bbox="321 71 1318 180">Shipowners' Liability (Regulation 4.2.1) <i>Amendments to the Code implementing Regulation 4.2 – Shipowners' liability of the MLC, 2006 (and appendices), as amended on 11 April 2014</i></p> <p data-bbox="321 205 1347 814">National laws and regulations shall provide that the system of financial security to assure compensation as provided by paragraph 1(b) of this Standard for contractual claims, as defined in Standard A4.2.2, meet the following minimum requirements:</p> <ul style="list-style-type: none"> <li data-bbox="358 317 1318 415">(a) the contractual compensation, where set out in the seafarer's employment agreement and without prejudice to subparagraph (c) of this paragraph, shall be paid in full and without delay; <li data-bbox="358 426 1338 453">(b) there shall be no pressure to accept a payment less than the contractual amount; <li data-bbox="358 464 1344 562">(c) where the nature of the long-term disability of a seafarer makes it difficult to assess the full compensation to which the seafarer may be entitled, an interim payment or payments shall be made to the seafarer so as to avoid undue hardship; <li data-bbox="358 573 1305 709">(d) in accordance with Regulation 4.2, paragraph 2, the seafarer shall receive payment without prejudice to other legal rights, but such payment may be offset by the shipowner against any damages resulting from any other claim made by the seafarer against the shipowner and arising from the same incident; and <li data-bbox="358 720 1318 814">(e) the claim for contractual compensation may be brought directly by the seafarer concerned or their next of kin, or a representative of the seafarer or designated beneficiary. <p data-bbox="321 846 1333 909">National laws and regulations shall ensure that seafarers receive prior notification if a shipowner's financial security is to be cancelled or terminated.</p> <p data-bbox="321 972 1289 1071">National laws and regulations shall ensure that the competent authority of the flag State is notified by the provider of the financial security if a shipowner's financial security is cancelled or terminated.</p> <p data-bbox="321 1102 1336 1276">Each Member shall require that ships that fly its flag carry on board a certificate or other documentary evidence of financial security issued by the financial security provider. A copy shall be posted in a conspicuous place on board where it is available to the seafarers. Where more than one financial security provider provides cover, the document provided by each provider shall be carried on board.</p> <p data-bbox="321 1287 1333 1386">The financial security shall not cease before the end of the period of validity of the financial security unless the financial security provider has given prior notification of at least 30 days to the competent authority of the flag State.</p> <p data-bbox="321 1417 1328 1480">The financial security shall provide for the payment of all contractual claims covered by it which arise during the period for which the document is valid.</p> <p data-bbox="321 1512 1284 1610">The certificate or other documentary evidence of financial security shall contain the information required in Appendix A4-I. It shall be in English or accompanied by an English translation.</p> <ul style="list-style-type: none"> <li data-bbox="329 1642 922 1669">(h) period of validity of the financial security; and <li data-bbox="329 1680 1247 1738">(i) an attestation from the financial security provider that the financial security meets the requirements of Standard A4.2.1. 	☒
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Treatment of contractual claims

1. For the purposes of Standard A4.2.1, and the present Standard, the term “contractual claim” means any claim which relates to death or long-term disability of seafarers due to an occupational injury, illness or hazard as set out in national law, the seafarers’ employment agreement or collective agreement.

2. The system of financial security, as provided for in Standard A4.2.1, paragraph 1(b), maybe in the form of a social security scheme or insurance or fund or other similar arrangements. Its form shall be determined by the Member after consultation with the shipowners’ and seafarers’ organizations concerned.

3. National laws and regulations shall ensure that effective arrangements are in place to receive, deal with and impartially settle contractual claims relating to compensation referred to in Standard A4.2.1, paragraph 8, through expeditious and fair procedures.

B. Amendments relating to Guideline B4.2

Guideline B4.2.2 – Treatment of contractual claims

1. National laws or regulations should provide that the parties to the payment of a contractual claim may use the Model Receipt and Release Form set out in Appendix B4-I.

APPENDIX A4-I

Evidence of financial security under Regulation 4.2

The certificate or other documentary evidence of financial security required under Standard A4.2.1, paragraph 14, shall include the following information:

- (a) name of the ship;
- (b) port of registry of the ship;
- (c) call sign of the ship;
- (d) IMO number of the ship;
- (e) name and address of the provider or providers of the financial security;
- (f) contact details of the persons or entity responsible for handling seafarers’ contractual claims;
- (g) name of the shipowner;

17	<i>Amendments to the Code implementing Standard A2.1 – Seafarer’s Employment Agreement as amended in 2018 and to enter into force on 26 December, 2020</i>	<input checked="" type="checkbox"/>
<p>The amendment to Standard A2.1 requires a Seafarer's Employment Agreement (SEA) to remain in effect while a seafarer is held captive on or off the ship due to piracy or armed robbery, regardless of whether the date fixed for its expiry has passed or any notice to terminate it has been issued.</p> <p>The amendment to Standard A2.2 requires that wages and other entitlements, under the SEA and any Collective Bargaining Agreement (CBA), including allotments, shall continue to be paid during the entire period of captivity until the seafarer is released and repatriated in accordance with MLC 2006 requirements or dies in captivity. The date of any death in captivity will be determined in accordance with national laws and recommendations.</p>		

I hereby certify that the above measures have been drawn up to ensure ongoing compliance, between inspections, with the requirements listed in Part I.

Name of shipowner:¹ Tropical Shipping + Construction Company

Company's address:
[Redacted]
Riviera Beach, FL 33404 USA

Name of the authorized signatory: [Redacted]

Title: Marine Quality Manager

Signature of the authorized signatory: [Redacted]

Date: 04/02/2021

(Seal or stamp of the shipowner¹)

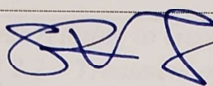



¹ *Shipowner* means the owner of the ship or another organization or person, such as the manager, agent or bareboat charterer, who has assumed the responsibility for the operation of the ship from the owner and who, on assuming such responsibility, has agreed to take over the duties and responsibilities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

The above measures have been reviewed by Bureau Veritas Marine and Offshore

(insert name of competent authority or duly recognized organization or duly authorized inspector)

and, following the ship's inspection, have been determined as meeting the purposes set out under in Standards A5.1.3, paragraph 10(b), regarding measures to ensure initial and ongoing with the requirements set out in Part I of this Declaration.

Name: Shangchun Zhang
Title: Marine Surveyor / Auditor
Address: 1601 Sawgrass Corporate Parkway, Suite 400
Fort Lauderdale, Florida, USA 33323
Signature:  
Place: Riviera Beach (Port of Palm Beach)
Date: 04/02/2021

(Seal or stamp of the authority, as appropriate)