

中华人民共和国  
The People's Republic of China



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海事劳工符合声明—第I部分  
Declaration of Maritime Labour Compliance - Part I

(注：本声明必须附于船舶的海事劳工证书之后)

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

本声明由中华人民共和国海事局签发

This Declaration is issued by Maritime Safety Administration of the People's Republic of China

中华人民共和国人力资源和社会保障部、交通运输部共同监管

Under the supervision of Ministry of Human Resources and Social Security and

Ministry of Transport of the People's Republic of China

就《2006年海事劳工公约》的规定而言，下述船舶

With respect to the provisions of the Maritime Labour Convention, 2006, the following referenced ship:

船名 Name of Ship	国际海事组织编号 IMO Number	总吨 Gross Tonnage

与公约标准A5.1.3保持一致：

is maintained in accordance with Standard A5.1.3 of the Convention:

下面的签字者代表上述主管当局声明：

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

- (a) 《海事劳工公约》的规定已充分体现在下述国家要求之中；
- (a) the provisions of the Maritime Labour Convention are fully embodied in the national requirements referred to below;
- (b) 这些国家要求收录在下文所述的国家规定中；凡必要时提供了关于这些规定内容的解释；
- (b) these national requirements are contained in the national provisions referenced below; explanations concerning the content of those provisions are provided where necessary;
- (c) 根据第六条第3款和第4款的任何实质上等效的细节在下述部分提供；
- (c) the details of any substantial equivalencies under Article VI, paragraphs 3 and 4, are provided in the section provided for this purpose below;
- (d) 主管机关根据标题三所准予的任何免除在下文专门部分明确指出；
- (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) 在有关要求中还提及了国家立法中对任何船舶类型的具体要求。
- (e) any ship-type specific requirements under national legislation are also referenced under the requirements concerned.

## 1. 最低年龄 (规则 1.1)

### 1. Minimum age (Regulation 1.1)

1.1 《中华人民共和国劳动法》规定：禁止用人单位招用未满 16 周岁的未成年人。

1.1 According to the Labour Law of the People's Republic of China, employers are prohibited from recruiting persons under the age of 16.

1.2 《中华人民共和国船员条例》规定：申请船员注册，应当具备下列条件：年满 18 周岁（在船实习、见习人员年满 16 周岁），但不超过 60 周岁。未经船员注册不得上船工作。

1.2 According to the Regulations of the People's Republic of China on Seafarers, the minimum age for seafarer registration shall be 18 (16 as for a trainee or cadet), and the maximum age shall be 60. No one is permitted to work on board a ship without seafarer registration.

1.3 《中华人民共和国未成年人保护法》规定：任何组织或者个人按照国家有关规定招用已满 16 周岁未满 18 周岁的未成年人的，应当执行国家在工种、劳动时间、劳动强度和保护措施等方面的规定，不得安排其从事过重、有毒、有害等危害未成年人身心健康的劳动或者危险作业。

1.3 According to the Law of the People's Republic of China on Protection of Minors, when recruiting people over the age of 16 but under 18, employers shall comply with relevant national provisions on the types of jobs, working hours, intensity of work and protective measures, etc., and shall not assign them any work which is likely to jeopardize their physical and mental health, such as over-strenuous, poisonous or harmful work, etc.

1.4 《禁止使用童工规定》规定：国家机关、社会团体、企事业单位、民办非企业单位或者个体工商户均不得招用不满 16 岁的未成年人。

1.4 According to the Provisions on the Prohibition of Using Child Labour, government agencies, social organizations, enterprises and institutional entities, privately operated non-enterprise entities and individual businesses are prohibited from employing minors under 16 years old.

1.5 《中华人民共和国海员船上工作和生活条件管理办法》规定：船东不得安排未成年海员从事以下范围的实习和见习工作：

1.5 According to the Regulations on Seafarers' Working and Living Conditions on Board of the People's Republic of China (referred to below as "Condition Regulations"), shipowners shall not arrange the following practices or trainings for seafarers under the age of 18.

1.5.1 搬运重物作业；

1.5.1 the lifting, moving or carrying of heavy loads or objects;

1.5.2 进入锅炉、液舱和隔离舱；

1.5.2 entry into boilers, tanks and cofferdams;

1.5.3 置身于有害的噪音和振动中；

1.5.3 exposure to harmful noise and vibration;

1.5.4 操作起重机械或其他动力设备或器械，或向操作此类机械的人员发信号；

1.5.4 operating hoisting and other power machinery, or sending signals to operators of such machinery;

1.5.5 操作系泊中拖缆或锚泊设备；

1.5.5 handling mooring or tow lines or anchoring equipment;

1.5.6 索具作业；

1.5.6 rigging;

1.5.7 恶劣天气中在高处或甲板上工作；

1.5.7 work aloft or on deck in heavy weather;

1.5.8 电器设备维护；

1.5.8 maintenance of electrical equipment;

1.5.9 接触有潜在危害的物质，或诸如危险或有毒物质等有害的物理试剂及受到电离辐射；

1.5.9 exposure to potentially harmful materials or harmful physical agents such as dangerous or toxic substances and ionizing radiations;

1.5.10 清洗厨房机械;

1.5.10 cleaning of catering machinery; and

1.5.11 操控小艇。

1.5.11 operating of rescue boat and life boat.

1.6 《中华人民共和国海员船上工作和生活条件管理办法》规定：船东不得安排未成年海员在夜间工作，但是根据国家海事管理机构规定的符合 STCW 公约的船上见习或者实习要求开展的夜航训练除外。

1.6 According to the Condition Regulations, shipowners shall not arrange any seafarers under age of 18 to work at night, except for the night navigation training for the purpose of training stipulated by the maritime authority in accordance with the requirements of STCW.

1.7 《中华人民共和国海员船上工作和生活条件管理办法》规定：夜间，是指当地时间从 21 点开始的不少于连续 9 个小时的时间段。

1.7 According to the Condition Regulations, night means a period of at least nine consecutive hours starting from 9 p.m. local time.

## 2. 健康证明（规则 1.2）

### 2. Medical Certificate (Regulation 1.2)

2.1 《中华人民共和国船员条例》规定：申请船员注册（指经船员注册取得船员服务簿的人员，包括船长、高级船员和普通船员）应符合船员健康要求。

2.1 According to the Regulations of the People's Republic of China on Seafarers, the applicant for seafarer registration shall satisfy the health requirements for seafarers (those who will acquire identity documents through seafarer registration, including masters, officers and ratings).

2.2 《中华人民共和国船员条例》规定：申请船员适任证书须符合船员任职岗位健康要求。

2.2 According to the Regulations of the People's Republic of China on Seafarers, the applicant for Certificate of Competency for seafarers shall satisfy the health requirements of the post.

2.3 《中华人民共和国海船船员健康证明管理办法》规定：海船船员在船工作期间应持有有效的健康证明。

2.3 According to the Regulations on the Seafarers' Medical Certificate of the People's Republic of China, seafarers shall hold a valid medical certificate during their work on board.

2.4 《海船船员证书制作细则》规定，船员健康证明应采用中英文对照格式。

2.4 The medical certificate for seafarers should be in Chinese and English as prescribed by the Rules for the Making of Seafarers' Medical Certificates.

2.5 国家海事管理机构制定实施了海船船员健康体检机构的资质准入标准，并发布了具备海船船员健康体检机构资质及其所属主检医师的名单。

2.5 The maritime authority has developed qualification standards of medical examination institution for seafarers, and published the lists of qualified medical examination institutions and medical practitioners.

2.6 《中华人民共和国海船船员健康证明管理办法》规定：健康证明的有效期不超过 2 年；申请健康证明的海船船员年龄小于 18 周岁，则健康证明有效期不超过 1 年；有效期截止日期不超过持证人 65 周岁生日。

2.6 According to the Regulations on the Seafarers' Medical Certificate of the People's Republic of China, a medical certificate is valid for a maximum period of two years unless the seafarer applying for the certificate is under the age of 18, in which case the maximum period of validity shall be one year; the date of expiry shall not exceed the 65th birthday of the certificate holder.

2.7 《中华人民共和国海船船员健康证明管理办法》规定：健康证明有效期满的，海船船员应重新申请健康证明。

2.7 According to the Regulations on the Seafarers' Medical Certificate of the People's Republic of China, when a medical certificate expires, the seafarers shall reapply for it.

2.8 《中华人民共和国海船船员健康证明管理办法》规定：被拒绝发证的海员，或在工作能力，特别是时间、工作内容或航行区域方面被实施限制的海员，应得到由另一位主检医师做进一步检查的机会。

2.8 According to the Regulations on the Seafarers' Medical Certificate of the People's Republic of China, seafarers that have been refused a certificate or have had a limitation imposed on their ability to work, in particular with respect to time, field of work or trading area, shall be given the opportunity to have a further examination by another medical practitioner.

2.9 《中华人民共和国海船船员健康证明管理办法》规定：健康证明在航行中有效期期满的，在到达下一个有缔约国认可的从业医生的停靠港之前该健康证明仍然有效，但为期不得超过3个月。

2.9 According to the Regulations on the Seafarers' Medical Certificate of the People's Republic of China, if the period of validity of a certificate expires in the course of a voyage, the certificate shall continue in force until the next port of call where the seafarer can obtain a medical certificate from a qualified medical practitioner recognized by a member state, provided that the period shall not exceed three months.

2.10 《中华人民共和国海船船员健康证明管理办法》规定：在紧急情况下，海事管理机构可允许持有近日过期的健康证明的海船船员工作至下一个具有缔约国认可从业医生的港口，但许可的期限不得超过3个月。

2.10 According to the Regulations on the Seafarers' Medical Certificate of the People's Republic of China, in urgent cases the maritime authority may permit a seafarer to work without a valid medical certificate until the next port of call where the seafarer can obtain a medical certificate from a qualified medical practitioner recognized by a contracting Party, provided that the period of such permission does not exceed three months.

### 3. 海员的资格（规则 1.3）

#### 3. Qualifications of seafarers (Regulation 1.3)

3.1 《中华人民共和国海上交通安全法》规定：船长、轮机长、驾驶员、轮机员、无线电报务员话务员以及水上飞机、潜水器的相应人员，必须持有合格的职务证书。其他船员必须经过相应的专业技术训练。

3.1 According to the Maritime Traffic Safety Law of the People's Republic of China, masters, chief engineers, deck officers, engineers, radiotelegraph operators and personnel performing similar duties on board seaplanes and submersibles shall hold valid Certificates of Competency. All other crew members shall complete specialized technical training required for their work.

3.2 《中华人民共和国船员条例》规定：申请船员注册，应当经过船员基本安全培训，并经海事管理机构考试合格。

3.2 According to the Regulations of the People's Republic of China on Seafarers, the applicant for seafarer registration shall complete the basic safety training for seafarers and pass the examination held by the maritime authority.

3.3 《中华人民共和国船员条例》规定：参加航行和轮机值班的船员，应当取得 STCW 公约要求的相应船员适任证书。

3.3. According to the Regulations of the People's Republic of China on Seafarers, ratings forming part of a navigational or engineering watch shall acquire the relevant Certificates of Competency for seafarers as required by STCW.

3.4 《中华人民共和国海船船员适任考试和发证规则》规定：适任证书持有人应当在适任证书适用范围内担任职务或者担任低于适任证书适用范围的职务。

3.4 According to the Regulations on Examination and Certification of Competence for Seafarers of the People's Republic of China, holders of Certificates of Competency shall serve in a capacity which their Certificates of Competency are applicable or a lower capacity.

3.5 《中华人民共和国海船船员培训合格证书签发管理办法》规定:在中国籍海船上任职的船员应当持有符合《中华人民共和国船员条例》和我国缔结或加入的有关国际公约所要求的有效培训合格证书。

3.5 According to Provisions on Issuing Certificate of Proficiency for Seafarers of the People's Republic of China, the seafarer working on board a Chinese-flagged ship shall hold a valid Certificate of Proficiency as required by the Regulations of the People's Republic of China on Seafarers and the relevant international conventions which China has concluded or acceded to.

#### 4. 海员就业协议 (规则 2.1))

##### 4. Seafarers' Employment Agreement (Regulation 2.1)

4.1 《中华人民共和国劳动合同法》规定: 用人单位自用工之日起即与劳动者建立劳动关系。

4.1 According to Labour Contract Law of the People's Republic of China, an employer's employment relationship with a employee is established on the date it starts using the employee;

4.2 《中华人民共和国劳动合同法》规定: 用人单位招用劳动者时, 应当如实告知劳动者工作内容、工作条件、工作地点、职业危害、安全生产状况、劳动报酬, 以及劳动者要求了解的其他情况; 用人单位有权了解劳动者与劳动合同直接相关的基本情况, 劳动者应当如实说明。

4.2 According to Labour Contract Law of the People's Republic of China, when an employer hires a employee, employer shall truthfully inform employee as to the content of the work, the working conditions, the place of work , occupational hazards, production safety conditions, labor compensation and other matters which the employee request to be informed about. The employer has the right to obtain the employee basic information which directly relates to the employment contract, and the employee shall truthfully provide relevant information.

4.3 《中华人民共和国劳动合同法》规定: 建立劳动关系, 应当订立书面劳动合同。劳动合同由用人单位与劳动者协商一致, 并经用人单位与劳动者在劳动合同文本上签字或者盖章生效。劳动合同文本由用人单位和劳动者各执一份。

4.3 According to Labour Contract Law of the People's Republic of China , a written labour contract shall be concluded in the establishment of an employment relationship. A labour contract shall be agreed with by the employer and the employee and shall come into effect after being signed or sealed by both the employer and the employee.

4.4 《中华人民共和国劳动合同法》规定: 劳动合同应当具备以下条款:

4.4 According to Labour Contract Law of the People's Republic of China , a labour contract shall include the following clauses:

4.4.1 用人单位的名称、住所和法定代表人或者主要负责人;

4.4.1 name, address and legal representative or the principal leading members of the employer;

4.4.2 劳动者的姓名、住址和居民身份证或者其他有效身份证件号码;

4.4.2 name, address and the number of the ID card or of other valid identity documents of the employee;

4.4.3 劳动合同期限;

4.4.3 term of the labour contract;

4.4.4 工作内容和工作地点;

4.4.4 content and place of work;

4.4.5 工作时间和休息休假;

4.4.5 working hours, rest and vacation;

4.4.6 劳动报酬;

4.4.6 labour remuneration;

4.4.7 社会保险;

4.4.7 social security;

4.4.8 劳动保护、劳动条件和职业危害防护;

4.4.8 occupational protection, working conditions and protection against occupational hazards; and

4.4.9 法律、法规规定应当纳入劳动合同的其他事项。

4.4.9 other terms which are required to be included in a labour contract, as provided for by laws and regulations.

4.4.10 劳动合同除前款规定的必备条款外,用人单位与劳动者可以约定试用期、培训、保守秘密、补充保险和福利待遇等其他事项。

4.4.10 Apart from the essential clauses as prescribed in the preceding paragraph, the employer and the employee may, in the labour contract, stipulate the probation time period, training, confidentiality, supplementary insurances, welfares and benefits, and other items.

4.5 《中华人民共和国劳动合同法》规定:用人单位与劳动者协商一致,可以变更劳动合同约定的内容。变更劳动合同,应当采用书面形式。变更后的劳动合同文本由用人单位和劳动者各执一份。

4.5 According to Labour Contract Law of the People's Republic of China, employers and employees may modify the contents of the labour contract if they so agree upon negotiations. The modifications to the labour contract shall be made in writing. The employer and the employee shall hold one copy of modified labor contract respectively.

4.6 《中华人民共和国劳动合同法》规定:劳动者提前三十日以书面形式通知用人单位,可以解除劳动合同。劳动者在试用期内提前三日通知用人单位,可以解除劳动合同。

4.6 According to Labour Contract Law of the People's Republic of China, employees may dissolve the labour contract by notifying in writing the employers 30 days in advance. During the probation period, employees may dissolve the labour contract by notifying employers 3 days in advance.

4.7 《中华人民共和国劳动合同法》规定:用人单位有下列情形之一的,劳动者可以解除劳动合同:

4.7 According to Labour Contract Law of the People's Republic of China, where an employer is under any of the following circumstances, its employees may dissolve the labour contract:

4.7.1 未按照劳动合同约定提供劳动保护或者劳动条件的;

4.7.1 it fails to provide labour protection or work conditions as stipulated in the labour contract;

4.7.2 未及时足额支付劳动报酬的;

4.7.2 it fails to pay the full amount of remunerations timely;

4.7.3 未依法为劳动者缴纳社会保险费的;

4.7.3 it fails to pay social security premiums for the employees;

4.7.4 用人单位的规章制度违反法律、法规的规定,损害劳动者权益的;

4.7.4 the rules and procedures set up by the employer breach laws or regulations and impair the rights and interests of the employees;

4.7.5 因违反《劳动合同法》规定的其他情形致使劳动合同无效的;

4.7.5 the labour contract is invalidated due to other circumstance in violation of Labour Contract Law; or

4.7.6 法律、行政法规规定劳动者可以解除劳动合同的其他情形。

4.7.6 any other circumstances prescribed by other laws or administrative regulations that authorize employees to dissolve labour contracts.

4.8 《中华人民共和国劳动合同法》规定:劳动者有下列情形之一的,用人单位可以解除劳动合同:

4.8 According to Labour Contract Law of the People's Republic of China, where an employees is under any of the following circumstances, the employer may dissolve the labour contract:

4.8.1 在试用期间被证明不符合录用条件的;

4.8.1 it is proved that the employee does not meet the recruitment conditions during the probation period;

4.8.2 严重违反用人单位的规章制度的;

- 4.8.2 the employee seriously violates the rules and procedures set up by the employer;
- 4.8.3 严重失职，营私舞弊，给用人单位造成重大损害的；
- 4.8.3 the serious neglect of duties or seeking private benefits by the employee causes any severe loss to the employer ;
- 4.8.4 劳动者同时与其他用人单位建立劳动关系，对完成本单位的工作任务造成严重影响，或者经用人单位提出，拒不改正的；
- 4.8.4 employee enters an employment relationship with other employers during the contracting period and thus seriously affects the completion of the tasks of the employer, or the employee refuses to make the rectification after the employer points out the problem;
- 4.8.5 因违反劳动合同法规定的其他情形致使劳动合同无效的；
- 4.8.5 the labour contract is invalidated due to other circumstances in violation of Labour Contract Law; or
- 4.8.6 被依法追究刑事责任的。
- 4.8.6 the employee is subject to criminal penalties.
- 4.9 《中华人民共和国劳动合同法》规定：有下列情形之一的，用人单位提前三十日以书面形式通知劳动者本人或者额外支付劳动者一个月工资后，可以解除劳动合同：
- 4.9 According to Labour Contract Law of the People's Republic of China, under any of the following circumstances, the employer may dissolve the labour contract as long as it notifies the employee in writing 30 days in advance or after it pays the employee an extra month's wage:
- 4.9.1 劳动者患病或者非因工负伤，在规定的医疗期满后不能从事原工作，也不能从事由用人单位另行安排的工作的；
- 4.9.1 the employee is sick or is injured for a non-work-related reason and cannot resume the original position after the expiration of the prescribed time period for medical treatment, nor cannot assume any other position arranged by the employer;
- 4.9.2 劳动者不能胜任工作，经过培训或者调整工作岗位，仍不能胜任工作的；
- 4.9.2 the employee is incompetent to his or her position or is still so after training or changing position; or
- 4.9.3 劳动合同订立时所依据的客观情况发生重大变化，致使劳动合同无法履行，经用人单位与劳动者协商，未能就变更劳动合同内容达成协议的。
- 4.9.3 the objective situation, on which the conclusion of the labour contract is based, has changed considerably, the labour contract is unable to be performed and no agreement on changing the contents of the labour contract is reached after negotiations between the employer and the employee.
- 4.10 《中华人民共和国劳动合同法》规定：劳动者有下列情形之一的，用人单位不得解除劳动合同：
- 4.10 According to Labour Contract Law of the People's Republic of China, employer shall not dissolve the labour contract if its employee:
- 4.10.1 患职业病或者因工负伤并被确认丧失或者部分丧失劳动能力的；
- 4.10.1 has been confirmed as having lost or partially lost their ability to work due to an occupational disease or injury during the period of employment;
- 4.10.2 患病或者负伤，在规定的医疗期内的；
- 4.10.2 is ill or injured, and still in medical treatment period;
- 4.10.3 女职工在孕期、产期、哺乳期内的；
- 4.10.3 is female who is in her pregnancy, confinement, or nursing period; or
- 4.10.4 法律、行政法规规定的其他情形。
- 4.10.4 is in other circumstances under which employer shall not dissolve the labour contract as proscribed in laws or administrative regulations.
- 4.11 《中华人民共和国海员船上工作和生活条件管理办法》规定：船东或者船东代表应当与上船工作者

实习、见习的海员订立书面就业协议。就业协议应当由船东与海员协商一致，并经双方在协议文本上签字或者盖章生效。协议文本原件应当由双方各执一份。就业协议文本的副本或者复印件应当随船备查。国际航行的船舶还应当备有就业协议和适用的集体合同英文文本。

4.11 According to the Condition Regulations, the shipowner or representative of the shipowner shall sign the seafarers' employment agreement in writing with the seafarers who work, or are trained on board the ship. The shipowner and the seafarer shall conclude the seafarers' employment agreement upon consensus through consultation, which will take effect after signed or sealed by both parties. Each party shall hold one signed original of the seafarers' employment agreement. A copy of the seafarers' employment agreement shall be available on board for reference. Ships engaged on international voyages shall carry the seafarers' employment agreement and applicable collective bargaining agreement in English.

4.12 《中华人民共和国海员船上工作和生活条件管理办法》规定：就业协议应当至少包括以下内容：

4.12 According to the Condition Regulations, the seafarers' employment agreement shall at least contain the following particulars:

4.12.1 海员的姓名、出生日期及出生地；

4.12.1 the seafarer's full name, date of birth or age, birthplace;

4.12.2 船东的名称和地址；

4.12.2 the shipowner's name and address;

4.12.3 签署的地点及日期；

4.12.3 the place where and date when the seafarers' employment agreement is entered into;

4.12.4 海员服务的船舶名称及在船将担任的职务；

4.12.4 name of the ship and capacity in which the seafarer is to be employed;

4.12.5 海员的工资总额或者计算公式、工资构成以及支付方式；

4.12.5 the amount of seafarer's wages or the formula used for calculating them ,wages composition and payment method;

4.12.6 带薪年假的天数或者计算公式；

4.12.6 the amount of paid annual leave or the formula used for calculating it ;

4.12.7 就业协议终止的条件；

4.12.7 conditions of termination of the agreement;

4.12.8 社会保险；

4.12.8 social security;

4.12.9 依据国家法律、法规规定可以从海员工资中代扣的费用；

4.12.9 statutory deductions from seafarers' wages;

4.12.10 遣返的权利和义务；

4.12.10 seafarer's entitlement to repatriation;

4.12.11 违约责任；

4.12.11 liability for breach of the agreement;

4.12.12 适用的集体合同。

4.12.12 applicable collective bargaining agreement .

4.13 《中华人民共和国海员船上工作和生活条件管理办法》规定：船东与海员协商一致，可以提前解除就业协议，但应当至少提前7天以书面形式通知对方。

4.13 According to the Condition Regulations, by consensus, shipowners and seafarers can terminate the seafarers' employment agreement before contract expiry date, and shall inform the other party in writing at least 7 days in advance.

4.14 《中华人民共和国海员船上工作和生活条件管理办法》规定：船东应将就业协议签订方的名称、协议



期限、服务的船名等相关信息报船籍港海事管理机构备案。

4.14 According to the Condition Regulations, shipowners shall report the following particulars to the maritime authority of the port of registry: names of the parties signing the seafarers' employment agreement, duration of the agreement and name of the ship.

4.15 《中华人民共和国船员条例》规定：船员服务簿是船员的职业身份证件。

4.15 According to the Regulations of the People's Republic of China on Seafarers, the Seafarer's Identity Document is the occupational identity certificate of a seafarer.

4.16 《中华人民共和国船员注册管理办法》规定：船员上船任职后和离船解职前，应当主动将船员服务簿提交船长办理船员任职、解职签注。

4.16 According to the Regulations on the Registration of Seafarers of the People's Republic of China, when joining a ship for service or being discharged from duties, the seafarer shall submit the Seafarer's Identity Document to the master for the endorsement of employment on board.

4.17 《中华人民共和国船员注册管理办法》规定：船长应当为本船船员办理船员任职、解职签注，并在船员服务簿中及时、如实记载其服务资历。

4.17 According to the Regulations on the Registration of Seafarers of the People's Republic of China, the master shall endorse the seafarer's employment on board in the Seafarer's Identity Document in time.

5. 使用任何有许可证的或经发证或管理的私营招募和安置服务机构（规则 1.4）

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

5.1 《中华人民共和国劳动合同法》规定：经营劳务派遣业务应当向劳动行政部门依法申请行政许可，经许可的，依法办理相应的公司登记，未经许可，任何单位和个人不得经营劳务派遣业务。

5.1 According to Labour Contract Law of the People's Republic of China, to engage in the labour dispatch business, an entity shall apply to the labour administrative department for administrative licensing in accordance with law; and after obtaining license, shall undergo corresponding company registration formalities in accordance with law. No entity or individual may engage in the labour dispatch business without license.

5.2 《中华人民共和国就业促进法》规定：设立职业中介机构，应当依法办理行政许可，经行政许可的职业中介机构，应当向工商行政部门办理登记，未经行政许可和登记的机构，不得从事职业中介活动。

5.2 According to the Employment Promotion Law of the People's Republic of China, intermediary service agencies shall only be established after administrative license they applied for has been granted, and shall complete the registration formalities with the administrative department of industry and commerce. Without a license and registration, the agencies shall not engage in job intermediary activities.

5.3 《中华人民共和国船员条例》规定：从事船员服务业务的机构，应当取得主管机关的许可。

5.3 According to the Regulations of the People's Republic of China on Seafarers, the seafarers' recruitment and placement service shall obtain the license issued by the administration.

5.4 《中华人民共和国船员服务管理规定》规定：船员服务机构在提供船舶配员服务时，应当向船员用人单位或者船员用工单位以及有关船员提供全面、真实的信息。不得提供虚假信息，不得损害船员的合法权益。

5.4 According to the Provisions on Seafarers' Service Management of the People's Republic of China, when providing manning service, the seafarers' service shall provide complete and authentic information to the employers and seafarers concerned. False information or any behavior that may jeopardize the seafarers' legal rights is strictly prohibited.

5.5 《中华人民共和国海员船上工作和生活条件管理办法》规定：船东使用船员服务机构为船舶提供船员配员服务的，应当将船员服务机构许可证复印件、配员协议和配员名单随船备查。

5.5 According to the Condition Regulations, a copy of the seafarers' service's qualification certificate, manning agreement and crew list shall be carried on board the ship for reference when shipowner uses the seafarers'

service to provide manning service.

5.6 《中华人民共和国海员船上工作和生活条件管理办法》规定：船员服务机构不得利用各种方式、机制或清单来阻止或阻挠海员获得其所称职的工作权力。

5.6 According to the Condition Regulations, seafarers' service is prohibited from using any means, mechanisms or lists intended to prevent or deter seafarers from gaining employment for which they are qualified.

5.7 《中华人民共和国海员船上工作和生活条件管理办法》规定：船员服务机构不得因提供就业机会而向海员个人收取费用，也不得要求海员提供抵押金或担保金等，但海员取得健康证明、护照或其他个人旅行证件以及国家法律规定的其他费用除外。海员的签证费用由船东承担。

5.7 According to the Condition Regulations, seafarers' service is prohibited from charging seafarers for providing employment, including deposit and guaranty fund, other than the cost of the seafarer obtaining a national statutory medical certificate, a passport, or other personal travel documents, or other statutory costs. The cost of visas shall be borne by the shipowner.

5.8 《中华人民共和国海员船上工作和生活条件管理办法》规定：船员服务机构应当建立一个保护机制，通过保险或适当的等效措施，赔偿由于服务机构或有关船东未能按就业协议履行对海员的义务而可能给海员造成的资金损失。

5.8 According to the Condition Regulations, the seafarers' service shall establish a system of protection, by way of insurance or an equivalent appropriate measure, to compensate seafarers for monetary loss that they may incur as a result of the failure of the services or the relevant shipowner under the seafarers' employment agreement to meet its obligations to them.

5.9 《劳务派遣暂行规定》规定：经营劳务派遣业务，应当向劳动行政部门依法申请行政许可；经许可的，依法办理相应的公司登记。未经许可，任何单位和个人不得经营劳务派遣业务。

5.9 According to the Interim Provision on Labour Dispatch, those that intend to engage in labour dispatch services shall apply to the labour administration for administrative license first, and shall register according to the relevant regulations if permission for operation is granted. No entity or individual shall engage in labour dispatch services without administrative permission.

5.10 《劳务派遣暂行规定》规定：劳务派遣单位应当依法与被派遣劳动者订立2年以上的固定期限书面劳动合同。劳务派遣单位可以依法与被派遣劳动者约定试用期。劳务派遣单位与同一被派遣劳动者只能约定一次试用期。

5.10 According to the Interim Provision on Labour Dispatch, a labour dispatch service provider shall conclude a written labour contract with the workers to be dispatched for a fixed period of at least 2 years by law. A labour dispatch service provider may agree with the workers to be dispatched on the probation period by law. However, it may agree on only one probation period with the same worker to be dispatched.

5.11 《劳务派遣暂行规定》规定：劳务派遣协议应当载明下列内容：

5.11 According to the Interim Provision on Labour Dispatch, the following particulars shall be specified in labour dispatch agreements :

5.11.1 派遣的工作岗位名称和岗位性质；

5.11.1 title and nature of the job in which the dispatched worker will be employed;

5.11.2 工作地点；

5.11.2 job location;

5.11.3 派遣人员数量和派遣期限；

5.11.3 number of the dispatched workers and the dispatch period;

5.11.4 按照同工同酬原则确定的劳动报酬数额和支付方式；

5.11.4 amount and payment method of labour remuneration determined in accordance with the principle of "equal pay for equal work",

- 5.11.5 社会保险费的数额和支付方式;  
5.11.5 amount and payment method of the social security premium;
- 5.11.6 工作时间和休息休假事项;  
5.11.6 working hours, vocation & leave;
- 5.11.7 被派遣劳动者工伤、生育或者患病期间的相关待遇;  
5.11.7 related benefits for the dispatched workers in case of occupational injury, birth-giving or illness;
- 5.11.8 劳动安全卫生以及培训事项;  
5.11.8 occupational safety and hygiene and training;
- 5.11.9 经济补偿等费用;  
5.11.9 economic compensation;
- 5.11.10 劳务派遣协议期限;  
5.11.10 term of the labour dispatch agreement;
- 5.11.11 劳务派遣服务费的支付方式和标准;  
5.11.11 payment method and standard for the labour dispatch service fee;
- 5.11.12 劳务派遣协议的责任;  
5.11.12 liability for breach of the labour dispatch agreement; and
- 5.11.13 法律、法规、规章规定应当纳入劳务派遣协议的其他事项。  
5.11.13 other matters that shall be included in the labour dispatch agreement as set forth in the laws, regulations and rules.
- 5.12 《劳务派遣暂行规定》规定：劳务派遣单位应当对被派遣劳动者履行下列义务：  
5.12 According to the Interim Provision on Labour Dispatch, the labour dispatch service provider shall fulfill the following obligations for the workers it dispatched:
- 5.12.1 如实告知被派遣劳动者工作内容、工作条件、工作地点、职业危害、安全生产状况、劳动报酬，以及劳动者要求了解的其他情况、应遵守的规章制度以及劳务派遣协议的内容；  
5.12.1 inform the dispatched workers of the matters stipulated in the Labour Contract Law, rules and regulations that shall be observed as well as the contents of the labour dispatch agreement in a truthful manner;
- 5.12.2 建立培训制度，对被派遣劳动者进行上岗知识、安全教育培训；  
5.12.2 establish training policies to educate and provide the dispatched workers with pre-service training and safety education;
- 5.12.3 按照国家规定和劳务派遣协议约定，依法支付被派遣劳动者的劳动报酬和相关待遇；  
5.12.3 pay the labour remuneration and other benefits to the dispatched workers in accordance with the national requirements and the labour dispatch agreement;
- 5.12.4 按照国家规定和劳务派遣协议约定，依法为被派遣劳动者缴纳社会保险费，并办理社会保险相关手续；  
5.12.4 pay the social security premium and complete the social security-related formalities for the dispatched workers in accordance with the national requirements and the labour dispatch agreement;
- 5.12.5 督促用工单位依法为被派遣劳动者提供劳动保护和劳动安全卫生条件；  
5.12.5 urge the shipowner to provide the dispatched workers with labour protection and other occupational safety and hygienic conditions by law;
- 5.12.6 依法出具解除或者终止劳动合同的证明；  
5.12.6 provide the proof of dissolution or termination of a labour contract by law;
- 5.12.7 协助处理被派遣劳动者与用工单位的纠纷；  
5.12.7 provide assistance in resolving a dispute between the dispatched workers and the shipowner;
- 5.12.8 法律、法规和规章规定的其他事项。  
5.12.8 other matters specified in the laws, regulations and other rules.

5.13 《劳务派遣暂行规定》规定：用工单位应当向被派遣劳动者提供与工作岗位相关的福利待遇，不得歧视被派遣劳动者。

5.13 According to the Interim Provision on Labour Dispatch, shipowners shall provide the dispatched workers with the position-related welfare without any discrimination against the dispatched workers.

5.14 《劳务派遣暂行规定》规定：被派遣劳动者提前30日以书面形式通知劳务派遣单位，可以解除劳动合同。被派遣劳动者在试用期内提前3日通知劳务派遣单位，可以解除劳动合同。劳务派遣单位应当将被派遣劳动者通知解除劳动合同的情况及时告知用工单位。

5.14 According to the Interim Provision on Labour Dispatch, the dispatched worker may dissolve the labour contract with the labour dispatch service provider upon a 30 days' prior written notice. The dispatched worker may dissolve the labour contract with the labour dispatch service provider upon a 3 days' prior written notice during the probation period. The labour dispatch service providers shall inform the shipowner concerned of the dispatched worker's notice to dissolve the labour contract in a timely manner.

5.15 《劳务派遣暂行规定》规定：劳务派遣单位被依法宣告破产、吊销营业执照、责令关闭、撤销、决定提前解散或者经营期限届满不再继续经营的，劳动合同终止。用工单位应当与劳务派遣单位协商妥善安置被派遣劳动者。

5.15 According to the Interim Provision on Labour Dispatch, the labour contract between a labour dispatch service provider and a dispatched worker is terminated when the labour dispatch service provider is declared bankrupt; its license is revoked; it is ordered to close down; its registration is canceled; and it decides to dissolve in advance or not to continue the business upon expiry of the business period by law. The shipowner concerned shall negotiate with the labour dispatch service provider over the proper placement of the dispatched worker.

5.16 《劳务派遣暂行规定》规定：劳务派遣单位跨地区派遣劳动者的，应当在用工单位所在地为被派遣劳动者参加社会保险，按照用工单位所在地的规定缴纳社会保险费，被派遣劳动者按照国家规定享受社会保险待遇。

5.16 According to the Interim Provision on Labour Dispatch, in the event that a labour dispatch service provider in a region dispatches a worker to another region, it shall obtain the social security coverage for the dispatched worker at the place where the shipowner concerned is located, and pay the social security premium in accordance with the rules at the place where the shipowner concerned is located, and the dispatched worker is entitled to the social security in accordance with the national regulations.

## 6. 工作或休息时间（规则 2.3）

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

6.1 《中华人民共和国劳动法》《国务院关于修改〈国务院关于职工工作时间的规定〉的决定》规定：标准工时制是每日工作8小时，每周工作40小时。用人单位应当保证劳动者每周至少休息一日。

6.1 According to Labour Law of the People's Republic of China and the Amendment to the Provisions of the State Council on Working Hours of Workers and Staff, the normal working hours' standard is 8 hours per day and 40 hours per week. Employers shall ensure that employees can rest for at least one day per week.

6.2 国务院关于修改《国务院关于职工工作时间的规定》的决定，因工作性质或者生产特点的限制，不能实行每日工作8小时、每周工作40小时标准工时制度的，按照国家有关规定：可以实行其他工作和休息办法。

6.2 According to the Amendment to the Provisions of the State Council on Working Hours of Workers and Staff, where an enterprise cannot follow the normal working hours' standard of 8 hours per day and 40 hours per week due to its special working condition or job nature, it may adopt other rules on hours of work and rest in accordance with relevant regulations.

6.3 《交通部部属企业职工工作时间实施办法》明确，海员可实行综合计算工时工作制，即分别以周、月、季、年等为周期，综合计算工作时间，但其平均日工作时间和平均周工作时间应与法定标准工作时间基本相

同。综合计算工时工作制采取集中工作、集中休息、轮休调休等方式，以确保海员的身体健康和生产、工作任务完成。

6.3 According to the Provisions on the Working Time for the Workers of the Enterprises belonging to the Ministry of Transport, the comprehensive calculation of working hours is applicable to seafarers, under which working hours are comprehensively calculated with weekly, monthly, quarterly or annual basis as a period, subject to the precondition that the average working hours of one day or one week must be approximately the same as the statutory standards of working hours. The working hour system of comprehensive calculation adopt measures to work for a concentrated period of time, to rest for a concentrated period of time, or leave in turn, to protect the health of the seafarers, and to ensure the fulfillment of their tasks.

6.4 《中华人民共和国海员船上工作和生活条件管理办法》规定：船东和船长应当采取有效措施防止海员疲劳工作。

6.4 According to the Condition Regulations, effective measures shall be taken by the shipowners and masters to avoid fatigue of seafarers.

6.5 《中华人民共和国海船船员值班规则》规定：除紧急或者超常工作情况外，海员在船工作期间的休息时间应当满足以下要求：

6.5 According to Regulations on Watchkeeping of Seafarers for Seagoing Ships of the People's Republic of China, except in cases of urgent or abnormal situation, the rest period of seafarers shall meet the following requirements:

6.5.1 任何 24 小时内不少于 10 小时；

6.5.1 no less than 10 hours in any 24-hour period;

6.5.2 任何 7 天内不少于 77 小时；

6.5.2 no less than 77 hours in any seven-day period; and

6.5.3 任何 24 小时内的休息时间可以分为不超过 2 个时间段，其中 1 个时间段至少要有 6 小时，连续休息时间段之间的间隔不应超过 14 小时。

6.5.3 hours of rest may be divided into no more than two periods, one of which shall be at least six hours in length, and the interval between consecutive periods of rest shall not exceed 14 hours.

6.6 《中华人民共和国海船船员值班规则》规定：船长按照 6.5.2 和 6.5.3 中规定安排休息时间时可以有例外，但是任何 7 天内的休息时间不得少于 70 小时。

6.6 According to Regulations on Watchkeeping of Seafarers for Seagoing Ships of the People's Republic of China, an exception of hours of rest to the compliance with paragraph 6.5.2 and 6.5.3 may be made by the master, but the minimum hours of rest shall not be less than 70 hours in any seven-day period.

6.7 《中华人民共和国海船船员值班规则》规定：对 6.5.2 规定的每周休息时间的例外，不应当超过连续两周。在船上连续两次例外时间的间隔不应当少于该例外持续时间的两倍。

6.7 According to Regulations on Watchkeeping of Seafarers for Seagoing Ships of the People's Republic of China, the exception of hours of rest stipulated in paragraph 6.5.2 shall not exceed consecutive fortnight. The interval between consecutive periods of exception shall be not less than the twice duration time of the exception.

6.8 《中华人民共和国海船船员值班规则》规定：对 6.5.3 规定的例外，可以分成为不超过 3 个时间段，其中一个时间段至少要有 6 个小时，另外两个时间段不应当少于 1 个小时。连续休息时间间隔不得超过 14 个小时。例外在任何 7 天时间内不得超过两个 24 小时时间段。

6.8 According to Regulations on Watchkeeping of Seafarers for Seagoing Ships of the People's Republic of China, the exception of hours of rest to 6.5.3 may be divided into no more than three periods, one of which shall be at least six hours, and the other two periods shall be at least one hour. The interval between consecutive periods of rest shall not exceed 14 hours. An exception shall be no more than two 24-hour periods in any seven days.

6.9 《中华人民共和国海员船上工作和生活条件管理办法》规定：船上开展紧急集合、消防、救生和弃船演习，以及法律法规和国际公约规定的其他演习，应当以对休息时间的的影响最小且不导致海员疲劳的形式进行。

6.9 According to the Condition Regulations, musters, fire-fighting, lifeboat and abandonment of ship drills, and drills prescribed by national regulations and by international conventions, shall be conducted in a manner that minimizes the disturbance of rest periods and does not induce fatigue of seafarers.

6.10 《中华人民共和国海员船上工作和生活条件管理办法》规定：因船舶、船上人员或者货物紧急安全需要，或者为了帮助海上遇险的其它船舶或者人员等紧急情况下，船长可以要求海员在任何时间段进行工作，直至此种情况得到解除。紧急情况解除后，船长应当尽快安排在休息时间内工作的海员得到充分的补休。

6.10 According to the Condition Regulations, the master of a ship may require a seafarer to perform any hours of work necessary for the immediate safety of the ship, persons on board or cargo, or for the purpose of giving assistance to other ships or persons in distress at sea until the normal situation has been restored. As soon as practicable after the normal situation has been restored, the master shall ensure that any seafarers who have performed work in a scheduled rest period are provided with an adequate period of rest.

6.11 《中华人民共和国海员船上工作和生活条件管理办法》规定：国家海事管理机构制定标准化格式的作息时间表记录表，用于记录海员每天在船作息时间，并由船长或者船长指定人员和海员本人签字认可，海员应每月持有一份该作息时间表记录表的复印件。

6.11 According to the Condition Regulations, the maritime authority establishes the record of hours of work or rest in standardized format. The records shall be endorsed by the master, or a person authorized by the master and by the seafarers. Seafarers shall receive a copy of the records every month.

6.12 《中华人民共和国海员船上工作和生活条件管理办法》规定：船上应当制定标准化格式的工作安排表，包括每一岗位人员在海上与港口期间的工作安排以及国家要求的最短休息时间，并由船长签字后公布在船上显著位置。

6.12 According to the Condition Regulations, shipboard working arrangement table shall be established in standardized format, including the work schedules for seafarers of every position at sea and in port and the minimum hours of rest regulated by national laws. The working arrangement table shall be endorsed by the master and be posted in a conspicuous place on board.

6.13 《中华人民共和国海员船上工作和生活条件管理办法》规定：对国际航行船舶的船上工作安排表和作息时间表应以中英文对照形式制定。

6.13 According to the Condition Regulations, for ships engaged on international voyages, the record of hours of work or rest and the table of shipboard working arrangement shall be written both in Chinese and English.

6.14 《中华人民共和国海员船上工作和生活条件管理办法》规定：船东应当确保未成年海员在船见习或者实习的时间不能超过每日 8 小时、每周 40 小时，且在日间正餐有至少 1 小时的休息时间以及每连续工作 2 小时后有 15 分钟的休息时间。

6.14 According to the Condition Regulations, shipowners shall ensure that the underage seafarers' training and practicing hours shall not exceed 8 hours per day and 40 hours per week and that the underage seafarers shall have a break of at least one hour for the main meal of the day and a 15-minute rest period as soon as possible following each two hours of continuous work.

6.15 《中华人民共和国海员船上工作和生活条件管理办法》规定：由于未成年海员被安排见习和实习的岗位培训的需要不能满足 6.14 规定的，船长应当说明原因，做好记录并签名。

6.15 According to the Condition Regulations, when 6.14 cannot be satisfied due to the underage seafarers' scheduled practicing and training, the exceptional situation shall be recorded, with reasons, and signed by the master.

## 7. 船舶配员水平（规则 2.7）

### 7. Manning levels for the ship (Regulation 2.7)

7.1 《中华人民共和国船舶最低安全配员规则》规定：船舶所有人（或船舶经营人、船舶管理人）应当为所

属船舶配备合格的船员，但是并不免除船舶所有人为保证船舶安全航行和作业增加必要船员的责任。

7.1 According to the Regulations for the Minimum Safe Manning of Ships of the People's Republic of China, shipowners shall have ships manned with qualified seafarers. But this does not exempt their responsibilities to increase the number of necessary seafarers for the purpose of safe navigation.

7.2 《中华人民共和国船舶最低安全配员规则》规定：确定船舶最低安全配员标准应综合考虑船舶的种类、吨位、技术状况、主推进动力装置功率、航区、航程、航行时间、通航环境和船员值班、休息制度等因素。

7.2 According to the Regulations for the Minimum Safe Manning of Ships of the People's Republic of China, the determination of the minimum manning of the ships shall take into consideration the ship types, tonnage, technical conditions, power of the main propelling machinery, sailing areas, distance, time, traffic environment and the watch-keeping and rest arrangement.

7.3 《中华人民共和国海员船上工作和生活条件管理办法》规定：配员 10 人及以上的船舶应当配备船上厨师。船上的厨师因疾病或者死亡等特殊情况无法承担厨师工作的，经海事管理机构同意并签发特免证明后，可由膳食服务辅助人员替代船上厨师，直到下一个方便的挂靠港或时间不超过一个月。

7.3 According to the Condition Regulations, ship with a manning of ten or more shall carry a fully qualified ship's cook. When the ship's cook can't fulfill the responsibility due to special reasons such as diseases or death, the maritime authority may issue a dispensation permitting a non-fully qualified cook to serve as cook until the next convenient port of call or for a period not exceeding one month.

7.4 《中华人民共和国海员船上工作和生活条件管理办法》规定：配员少于 10 人的船舶，可不配备船上厨师，由膳食服务辅助人员替代。

7.4 According to the Condition Regulations, ship with a prescribed manning of less than ten can carry a non-fully qualified cook instead of ship's cook.

## 8. 起居舱室（规则 3.1）

### 8. Accommodation (Regulation 3.1)

8.1 《中华人民共和国海员船上工作和生活条件管理办法》规定：船东应当为保持海员的健康提供舒适的起居舱室环境。

8.1 According to the Condition Regulations, shipowners shall provide decent accommodations for the sake of seafarers' health.

8.2 《中华人民共和国海员船上工作和生活条件管理办法》规定：船东应当确保以下船舶设备、设施和建造要求持续符合适用的船舶检验技术规范的规定，并取得船员舱室设备符合证明：

8.2 According to the Condition Regulations, shipowners shall ensure that the following equipments, facilities and construction are in ongoing compliance with technical standards for ship inspection and shall get the Document of Compliance of Crew Accommodation Equipment:

8.2.1 房间和其他起居舱室空间的尺寸；

8.2.1 the size of rooms and other accommodation spaces;

8.2.2 通风和供暖；

8.2.2 heating and ventilation;

8.2.3 噪音和振动及其他环境因素；

8.2.3 noise and vibration and other ambient factors;

8.2.4 卫生设施及更衣室；

8.2.4 sanitary facilities and dressing room;

8.2.5 照明；

8.2.5 lighting;

8.2.6 餐厅；

8.2.6 dining room; and

8.2.7 医务室。

8.2.7 hospital accommodation.

8.3 《中华人民共和国海员船上工作和生活条件管理办法》规定：船长或者经船长授权的海员应当每周对起居舱室进行检查，确保起居舱室保持健康、卫生和安全舒适的状况，并保存检查记录。

8.3 According to the Condition Regulations, the master or the seafarer authorized by the master shall conduct accommodation inspections every week to ensure that accommodation is healthy, clean, safe and comfortable, and the inspection result shall be recorded.

9. 船上娱乐设施（规则 3.1）

9. On-board recreational facilities (Regulation 3.1)

9.1 《中华人民共和国海员船上工作和生活条件管理办法》规定：船东应当为海员免费提供船上的娱乐和福利设施。

9.1 According to the Condition Regulations, shipowners shall provide on-board recreational facilities and amenities to seafarers for free.

9.2 《中华人民共和国海员船上工作和生活条件管理办法》规定：船东应当在船上为海员提供阅读和集中学习的场所和设施。

9.2 According to the Condition Regulations, shipowners shall provide seafarers with on-board places and facilities for reading and group study.

9.3 《中华人民共和国海员船上工作和生活条件管理办法》规定：船东为海员提供的船岸电话通信、电子邮件、互联网和邮件的投递，不得收取额外的费用。

9.3 According to the Condition Regulations, shipowners shall provide reasonable access to ship-to-shore telephone communications, emails and Internet facilities and mail deliveries service to seafarers and without additional charge .

9.4 《中华人民共和国海员船上工作和生活条件管理办法》规定：船东应当采取适当的措施，在满足保安审查的条件下，保证船舶在港口停留期间，允许海员的亲属和朋友登船探视。

9.4 According to the Condition Regulations, shipowners shall take measures which meet the conditions for security clearances, to ensure that seafarers are expeditiously granted permission to have their relatives and friends as visitors on board their ship when in port.

9.5 《中华人民共和国海员船上工作和生活条件管理办法》规定：船东应当在满足船舶安全条件的情况下允许海员的配偶陪同其航海。海员的配偶应当投有充分的人身意外和疾病保险，船东应当为其获得这种保险给予必要的帮助。

9.5 According to the Condition Regulations, shipowners shall allow seafarers to be accompanied by their partners on occasional voyages where ship safety conditions are satisfied. Such partners shall carry adequate insurance cover against accident and illness; Shipowners shall give every assistance to seafarers to effect such insurance.

9.6 《中华人民共和国海员船上工作和生活条件管理办法》规定：船长或者经船长授权的海员应当负责对船上娱乐设施的管理和维护。

9.6 According to the Condition Regulations, the master or seafarer under the authority of the master shall take charge of the management and maintenance of on-board recreational facilities.

9.7 《中华人民共和国船舶与海上设施法定检验规则》第 6 篇（国际）及第 7 篇（国内）规定：在开敞甲板上开辟一处或多处供下班船员休息的处所，该处所的面积应与该船的尺度和船员人数相适应，并能使船员在休息时尽可能背风、避浪和免受废气的影响。

9.7 According to Chapter 6 (International) and Chapter 7(domestic) of the Regulations on the Statutory Survey of Ships and Offshore Facilities, all ships shall have a space or spaces on open deck to which the seafarers can have



access when off duty, which are of adequate area having regard to the size of the ship and the number of seafarers on board, preventing the risk of exposure to hazardous levels of wind, waves and waste gas.

9.8 《中华人民共和国船舶与海上设施法定检验规则》第6篇（国际）及第7篇（国内）规定：对经常航行热带地区的船舶，应在船员住舱上部的露天甲板上及用作娱乐场所的露天甲板上安装天蓬或采取其他有效的隔热措施。

9.8 According to Chapter 6 (International) and Chapter 7(domestic) of the Regulations on the Statutory Survey of Ships and Offshore Facilities, Ships navigating in tropical areas frequently shall install shield ceiling or conduct other effective insulation measures on open decks which are on the top of seafarers' accommodations and those used as recreational places.

9.9 《中华人民共和国船舶与海上设施法定检验规则》第6篇（国际）及第7篇（国内）规定：3000总吨以上船舶应为甲板部门和轮机部门各提供1间有适当办公设备的专用办公室。

9.9 According to Chapter 6 (International ) and Chapter 7 (domestic) of the Regulations on the Statutory Survey of Ships and Offshore Facilities, ships of more than 3,000 gross tonnage shall be provided with separate offices with adequate office facilities for use by deck and engine departments.

## 10. 食品和膳食服务（规则 3.2）

### 10. Food and catering (Regulation 3.2)

10.1 《中华人民共和国海员船上工作和生活条件管理办法》规定：在船上从事膳食服务的海员应当具备相应的知识和技能，并按国家海事管理机构的要求经过培训。

10.1 According to the Condition Regulations, seafarers engaged in catering shall gain the related knowledge and skills and be trained as required by maritime authority.

10.2 《关于船上膳食服务人员履行<2006年海事劳工公约>有关事宜的通知》规定：船上厨师在船工作应当经过培训具备从事船上厨师工作的能力，持有有效的《船上厨师培训合格证明》；船上膳食服务辅助人员在船工作应就其职责接受过适当培训和指导，并可在船提供培训和指导的证明材料。

10.2 According to the Notice for Implementation of the Maritime Labour Convention, 2006, of the Catering Staff on Board, Ship's cooks shall be trained, qualified and found competent for the position and hold valid Training Certificate for Ship's Cook ; catering staff shall be properly trained and instructed for their positions and provide the evidences for training and instructions.

10.3 《中华人民共和国海员船上工作和生活条件管理办法》规定：船东不得聘用未成年海员担任船上厨师。

10.3 According to the Condition Regulations, shipowners shall not employ underage seafarers to work as ship's cooks.

10.4 《中华人民共和国海员船上工作和生活条件管理办法》规定：船上应当成立膳食委员会，负责船上膳食管理，保证在良好卫生条件下为海员提供符合标准的膳食，并将膳食费用使用情况、食品和饮用水采购情况、膳食安排计划定期向船上全体海员公示。

10.4 According to the Condition Regulations, catering department shall be established on board to be responsible for management of catering, ensuring to offer up-to-standard meals under hygienic conditions, and the catering expense, food and drinking water and catering arrangements shall be posted regularly.

10.5 《中华人民共和国海员船上工作和生活条件管理办法》规定：船东应当考虑海员数量、文化和宗教背景以及航线长度和性质等因素，为船舶配备充分的厨具和餐具，并免费向海员提供质量、营养价值和数量等方面均满足实际需要的食品和饮用水。

10.5 According to the Condition Regulations, food and drinking water supplies provided by the shipowners with adequate kitchenware and mess utensils, having regard to the number of seafarers on board, their religious requirements and cultural practices as they pertain to food, and the duration and nature of the voyage, shall be suitable in respect of quantity, nutritional value, quality and variety.

10.6 《中华人民共和国海员船上工作和生活条件管理办法》规定：船长或者经船长授权的海员应当根据船舶航行的实际情况至少每周对船上食物、饮水和膳食服务设施等情况进行检查，并保存检查记录。

10.6 According to the Condition Regulations, at least weekly inspections shall be carried out on board a ship, by or under the authority of the master, with respect to food, drinking water and catering facilities in accordance with actual voyage condition. The results of each such inspection shall be recorded.

#### 11. 健康和安全生产及防止事故（规则 4.3）

##### 11. Health and safety and accident prevention (Regulation 4.3)

11.1 《中华人民共和国安全生产法》规定：生产经营单位的主要负责人对本单位的安全生产工作全面负责。

11.1 According to Law of the People's Republic of China on Occupational Safety, principal leading members of production and business units are in full charge of occupational safety of their own units.

11.2 《中华人民共和国安全生产法》规定：生产经营单位的从业人员有依法获得安全生产保障的权利，并应当依法履行安全生产方面的义务。

11.2 According to Law of the People's Republic of China on Occupational Safety, employees of production and business units are entitled to have occupational safety guarantee according to national regulations and they shall, at the same time, perform their duties in occupational safety according to the national regulations.

11.3 《中华人民共和国安全生产法》规定：国务院有关部门应当按照保障安全生产的要求，依法及时制定有关国家标准或者行业标准，并根据科技进步和经济发展适时修订。生产经营单位必须执行依法制定的保障安全生产的国家标准或者行业标准。

11.3 According to Law of the People's Republic of China on Occupational Safety, the relevant departments under the State Council shall, in compliance with the requirements for safeguarding occupational safety and according to national regulations, formulate relevant national standards or industrial specifications without delay and make timely revisions on the basis of technological advancement and economic development. Production and business units shall implement the national standards or industrial specifications for occupational safety formulated according to national regulations.

11.4 《中华人民共和国安全生产法》规定：生产经营单位使用被派遣劳动者的，被派遣劳动者享有国家法律规定的从业人员的权利，并应当履行国家法律规定的从业人员的义务。

11.4 According to Law of the People's Republic of China on Occupational Safety, the dispatched workers working for the production and business units enjoy the rights of employees as stipulated in the national law, and shall perform their duties of employees as stipulated in the national law.

11.5 《中华人民共和国船员条例》规定：船舶上船员生活和工作的场所，应当符合国家船舶检验规范中有关船员生活环境、作业安全和防护的要求。

11.5 According to the Regulations of the People's Republic of China on Seafarers, the living and working areas of seafarers on board shall conform to the requirements for the living environment, safe operations and protection of seafarers as prescribed in the national criteria for ship survey.

11.6 《中华人民共和国船员条例》规定：船员用人单位应当为船员提供必要的生活用品、防护用品、医疗用品，建立船员健康档案，并为船员定期进行健康检查，防治职业疾病。

11.6 According to the Regulations of the People's Republic of China on Seafarers, the employer of seafarers shall provide seafarers with the necessary equipments for daily use, occupational protective equipments and medical supplies, establish the health records for seafarers, and carry out regular medical examinations of seafarers to prevent and control occupational diseases.

11.7 《中华人民共和国海员船上工作和生活条件管理办法》规定：船东应当采取积极、有效的预防和保障措施，防止海员在船工作期间发生与职业有关的事故和疾病。

11.7 According to the Condition Regulations, the shipowners shall provide active, effective prevention safeguards

to ensure that seafarers are protected from the illness, or accident occurring in connection with their employment on board a ship.

11.8 《中华人民共和国海员船上工作和生活条件管理办法》规定：船东应当为海员提供职业安全、健康保护及事故预防的培训。

11.8 According to the Condition Regulations, the shipowners shall provide training of occupational safety, health protection and accident prevention for seafarers.

11.9 《中华人民共和国海员船上工作和生活条件管理办法》规定：船东应当按照《船员职业健康和安全管理及事故预防》标准建立并实施船上职业安全和健康保护及事故预防计划，明确规定船东、海员和其他有关人员的责任和义务，并特别注意未成年海员的安全和健康，确保在其船上工作的海员得到职业健康保护，并且能在安全和卫生的船上环境中生活、工作和培训。

11.9 According to the Condition Regulations, in accordance with Standards for Occupational Safety and Health Protection and Accident Prevention for Seafarers, shipowners shall establish and implement occupational safety and health protection and accident prevention policies and programmes on ships, which clearly specify the duties and obligations of shipowners, seafarers and others concerned, and with special attention to the safety and health of seafarers under the age of 18, and provide a safe and hygienic environment for their living, working and training on board.

11.10 《中华人民共和国海员船上工作和生活条件管理办法》规定：船东应考虑到国际有关标准和导则的要求，按照国家有关规定，对船上发生的职业事故和职业疾病及时向海事管理机构报告。

11.10 According to the Condition Regulations, shipowners shall report occupational accidents, injuries and diseases to the maritime authorities in time, taking into account relevant international standards and guidance.

11.11 《中华人民共和国海员船上工作和生活条件管理办法》规定：海事管理机构应及时对职业事故开展调查。

11.11 According to the Condition Regulations, the maritime authority shall timely investigate the occupational accidents.

11.12 《中华人民共和国海员船上工作和生活条件管理办法》规定：船东应每年对本公司职业安全与健康管理工作情况进行风险评估。

11.12 According to the Condition Regulations, shipowners shall annually conduct risk evaluation in relation to management of occupational safety and health.

11.13 《中华人民共和国海员船上工作和生活条件管理办法》规定：配员 5 人及以上的船舶应当成立由船长负责的船舶安全委员会。

11.13 According to the Condition Regulations, safety committee charged by master shall be established on board a ship on which there are five or more seafarers.

11.14 《中华人民共和国海员船上工作和生活条件管理办法》规定：船舶安全委员会应当至少承担履行和实施船舶职业安全和健康方针、计划的具体责任，并对在船上工作的海员定期开展相关职业安全和健康保护及防止事故等内容的培训。

11.14 According to the Condition Regulations, the safety committee shall take specific responsibility for the implementation of and compliance with the ship's occupational safety and health policies and programs, and organizing training on occupational safety and health protection and accident prevention for seafarers on board ships at regular intervals.

11.15 《中华人民共和国海员船上工作和生活条件管理办法》规定：船舶安全委员会会议每 3 个月应当至少举行 1 次，做好会议记录并形成安全委员会报告，由船长签字确认后随船备查。

11.15 According to the Condition Regulations, the safety committee meeting shall be held at least once at three-month intervals. Records of the meeting shall be made and carried on board with endorsement by the master for inspection.

11.16 《中华人民共和国海员船上工作和生活条件管理办法》规定：船东仅能安排未成年海员在船上实习或者见习，且实习和见习工作不得危及未成年海员的健康和安全。

11.16 According to the Condition Regulations, shipowners can only arrange training or practicing on board for underage seafarers, which shall not jeopardize their health or safety.

## 12. 船上医疗（规则 4.1）

### 12. On-board medical care (Regulation 4.1)

12.1 《中华人民共和国海员船上工作和生活条件管理办法》规定：船东应当向在船工作的海员提供免费医疗和健康保护，包括基本的牙科治疗，并及时提供合理的就医便利。

12.1 According to the Condition Regulations, shipowners shall ensure that measures providing for free health protection and medical care, including essential dental care and suitable measures to facilitate the treatment, for seafarers working on board are adopted.

12.2 《中华人民共和国海员船上工作和生活条件管理办法》规定：载员 100 人及以上并且航程在 3 天以上的国际航行船舶应当至少配备 1 名专职医生负责船上的医疗服务。

12.2 According to the Condition Regulations, ships carrying 100 or more persons and engaged on international voyages of more than three days' duration shall carry a qualified medical doctor who is responsible for providing medical care.

12.3 《中华人民共和国海员船上工作和生活条件管理办法》规定：无需配备医生的船舶，应当至少有一名海员负责船上的急救和医护药品管理工作。其中负责船上急救工作的海员应当持有精通急救培训合格证，负责船上医护和药品管理工作的海员应当持有船上医护培训合格证。

12.3 According to the Condition Regulations, ships which do not carry a medical doctor shall be required to have at least one seafarer on board who is in charge of medical care and administering medicine as part of their regular duties. Persons in charge of medical first aid on board shall hold a valid Certificate of Proficiency in first aid and persons in charge of medical care and administering medicine on board shall hold a valid Certificate of Proficiency in shipboard medical care on board.

12.4 《中华人民共和国海员船上工作和生活条件管理办法》规定：船东应当根据船舶的类型、船上人员的数量、航次性质、目的地和航程，按照国家有关要求为其船舶配备足够的医疗设施和设备，以及国际船舶医疗指南和能获得医疗指导的无线电台清单。

12.4 According to the Condition Regulations, shipowners shall provide the ship with adequate medical facilities and equipments, as well as International Medical Guide for ship engaged on international voyages and a list of radio stations through which medical advice can be obtained, in accordance with the type of ship, the number of persons on board and the nature, destination and duration of voyages and relevant national requirements.

12.5 《中华人民共和国海员船上工作和生活条件管理办法》规定：船长或者负责医疗、急救和药品管理的海员应当妥善维护船上配备的医疗设施、设备和指南，每年对全部药品的标签、有效期、存放条件、用法用量以及医疗设备的功能等至少进行一次全面检查，并保持检查记录。

12.5 According to the Condition Regulations, the master or the seafarer in charge of medical care, first aid and administering medicine shall properly maintain the medical facilities, equipment and guides, and thoroughly inspect the labelling, expiry dates and conditions of storage and instructions of all medicines and functioning of all equipments at least once a year and keep the inspection recorded.

12.6 《中华人民共和国海员船上工作和生活条件管理办法》规定：船东应当保证船舶具有通过无线电或者卫星通信获得医疗指导的能力。

12.6 According to the Condition Regulations, shipowners shall ensure that the ship can obtain medical advice by radio or satellite communication.

12.7 《中华人民共和国海员船上工作和生活条件管理办法》规定：国家海事管理机构制定标准的海员医疗报告表，供船长和相关的岸上和船上医疗人员使用。国际航行船舶医疗报告表应以中英文对照形式制定。

12.7 According to the Condition Regulations, the maritime authority shall adopt a standard medical report form for use by the ships' masters and relevant onshore and on-board medical personnel. Medical report form for a ship engaged on an international voyage shall be established in both Chinese and English.

12.8 《中华人民共和国海员船上工作和生活条件管理办法》规定：医疗报告表内容只限于对海员的疾病治疗，接触到医疗报告表的人员应当对内容予以保密。

12.8 According to the Condition Regulations, the contents of the medical report shall only be used to facilitate the treatment of seafarers and shall be kept confidential.

### 13. 船上投诉程序（规则 5.1.5）

#### 13. On-board complaint procedures (Regulation 5.1.5)

13.1 《中华人民共和国海员船上工作和生活条件管理办法》规定：船东应当建立并运行船上投诉处理程序，并向每个海员提供该程序的副本，确保海员的投诉在船上得到公平、有效和迅速处理。船上投诉和解决的记录应当留存，且提供一份复印件给海员。

13.1 According to the Condition Regulations, shipowners shall adopt on-board complaint procedures, provide each seafarer the copy of it and ensure fair, effective and expeditious handling of complaint. The record of the complaint and resolution shall be kept on board, one copy of which shall be provided to the seafarer concerned.

13.2 《中华人民共和国海员船上工作和生活条件管理办法》规定：船上投诉程序应当至少包括以下内容：

13.2 According to the Condition Regulations, on-board complaint procedures shall include at least the followings:

13.2.1 受理投诉的船上部门或者负责人以及船东指定人员或者其代理人的联系方式；

13.2.1 contact method of the department accepting complaint, the competent officer, person designated by the shipowner or the shipowner's agent;

13.2.2 相关主管部门的联系方式；

13.2.2 contact method of competent authority;

13.2.3 逐级处理的投诉解决机制；

13.2.3 complaint resolution mechanism level by level;

13.2.4 投诉解决的时限；

13.2.4 time limit for the resolution;

13.2.5 投诉和解决的记录。

13.2.5 record of the complaint and resolution.

13.3 《中华人民共和国海员船上工作和生活条件管理办法》规定：船上投诉程序不得妨碍海员向船长、船东及相关主管部门提出直接投诉的权利。对于提出投诉的海员，船东不得以任何形式予以打击报复。

13.3 According to the Condition Regulations, on-board complaint procedures shall not impede seafarers' right to complain directly to the master, shipowner and to appropriate authorities. Shipowners shall not victimize the seafarers filing complaints.

### 14. 工资支付（规则 2.2）

#### 14. Payment of wages (Regulation 2.2)

14.1 《中华人民共和国劳动法》《中华人民共和国合同法》《工资支付暂行规定》规定：工资应当以货币形式按月支付给劳动者本人，不得克扣或者无故拖欠劳动者的工资。用人单位应当按照劳动合同约定和国家规定，向劳动者及时足额支付劳动报酬。工资必须在用人单位与劳动者约定的日期支付。如遇节假日或休息日，则应提前在最近的工作日支付。

14.1 According to Labour Law, Labour Contract Law and Interim Provisions on the Payment of Wages, the wages

shall be paid in the form of currency monthly. Any unreasonable deduction or delay of the wage payments is prohibited. The employers shall pay the wages in time and in the adequate amount in accordance with the national regulations and labour contract. Wages shall be paid on the date agreed upon by the employers and employees. If such a date falls in a public holiday or on a rest day, the wages shall be paid on the working day immediately before the date.

14.2 《中华人民共和国劳动法》规定：国家实行最低工资保障制度。用人单位支付劳动者的工资不得低于当地最低工资标准。

14.2 According to Labour Law of the People's Republic of China, the State shall implement a system of guaranteed minimum wages. The employer shall pay employees wages no lower than local standards on minimum wages.

14.3 《中华人民共和国劳动合同法》规定：用人单位违反法律规定解除或者终止劳动合同，劳动者要求继续履行劳动合同的，用人单位应当继续履行；劳动者不要求继续履行劳动合同或者劳动合同已经不能继续履行的，用人单位应当依法支付赔偿金。

14.3 According to Labour Contract Law of the People's Republic of China, if an employer dissolves or terminates a labour contract in violation of the law but the employee demands the continuous fulfillment of the contract, the employer shall do so. If the employee does not demand the continuous fulfillment of the contract or if the continuous fulfillment of the labour contract is impossible, the employer shall pay compensation to the employee according to the national regulations.

14.4 《中华人民共和国劳动合同法》规定：劳动者违反服务期约定的，应当按照约定向用人单位支付违约金。违约金的数额不得超过用人单位提供的培训费用。用人单位要求劳动者支付的违约金不得超过服务期尚未履行部分所应分摊的培训费用。

14.4 According to Labour Contract Law of the People's Republic of China, if employees violate the stipulation regarding the service period, they shall pay the employers a penalty for breach of contract. The amount of penalty for breach of contract shall not exceed the training fees provided by the employers. The penalty for breach of a contract which the employers require the employees to pay shall not exceed the training expenses attributable to the service period that is unfulfilled.

14.5 《工资支付暂行规定》规定：劳动关系双方依法解除或终止劳动合同时，用人单位应在解除或终止劳动合同时一次付清劳动者工资。

14.5 According to the Interim Provisions on the Payment of Wages, where the employer and employee dissolve a labour contract, the former shall pay the outstanding wages to the latter in full at one time.

14.6 《工资支付暂行规定》规定：用人单位书面记录支付劳动者工资的数额、时间、领取者的姓名以及签字，并保存两年以上备查。用人单位在支付工资时应向劳动者提供一份其个人的工资清单。

14.6 According to the Interim Provisions on the Payment of Wages, employers shall make records in writing of the amount, time and the name and signature of the receiver of the payment of wages. Such records shall be kept for no less than two years for reference. Employers shall provide employees with a copy of their wage accounts when paying the wages each time.

14.7 《中华人民共和国海员船上工作和生活条件管理办法》规定：海员工资应当至少每月支付一次，采取汇款方式支付的，船东、海员用人单位不得收取额外的服务费用。

14.7 According to the Condition Regulations, wages shall be paid to seafarers at least once per month. Shipowners or the employers shall not charge extra service fees for wage remittance.

14.8 《中华人民共和国海员船上工作和生活条件管理办法》规定：船东应当每月在船上以书面形式告知海员其月薪帐目，月薪帐目应当至少包括就业协议约定的工资项目、额外报酬、应付报酬、实付数额。

14.8 According to the Condition Regulations, shipowners shall inform seafarers their accounts of payment in written form including but not limited to contract wages, additional payments, due payments and actual payments.

14.9 《中华人民共和国海员船上工作和生活条件管理办法》规定：海员确需查询工资实际支付情况的，船东有责任协助海员获得相关的信息，并不得收取额外的服务费。

14.9 According to the Condition Regulations, in case that seafarers need to check the wage payments, shipowners shall assist seafarers to gain the related information and shall not charge for the extra service.

14.10 《中华人民共和国海员船上工作和生活条件管理办法》规定：船上支付的劳动报酬采用的货币兑换率应按照有利于海员的标准确定，且不得低于当日国家银行执行的外汇汇率标准。

14.10 According to the Condition Regulations, the currency exchange rate adopted on board for work payment shall be favorable to seafarers and shall not be lower than the exchange rate adopted by the national bank on the very day.

14.11 《中华人民共和国海员船上工作和生活条件管理办法》规定：海员在船期间需将其工资的全部或者部分转给其家人、受赡养人或者法定受益人时，船东应当为其提供便利。

14.11 According to the Condition Regulations, shipowners shall provide conveniences to seafarers when they need to transmit all or part of their wages to their families, dependents or legal beneficiaries.

14.12 《职工带薪年休假条例》规定：机关、企业、事业单位、有雇工的个体工商户等单位的职工连续工作1年以上的，享受带薪年休假。应当保证职工享受年休假。职工在年休假期间享受与正常工作时间相同的工资收入。

14.12 According to the Regulations of Paid Annual Leave of Employees, employees of government agencies, enterprises and institutional entities, privately operated and individual businesses that have been working continuously for more than one year are entitled to paid annual leave. Employers shall guarantee that employees are entitled to annual leave. Employees taking annual leave are entitled to the wages of a normal working day.

14.13 《中华人民共和国海员船上工作和生活条件管理办法》规定：海员除享有国家法定节假日的假期外，还应当按照在船舶上每工作1个月不少于2.5日的标准享受年休假。海员用人单位应当按照海员年休假天数，向其支付不低于该海员在船工作期间平均基本工资的报酬。

14.13 According to the Condition Regulations, except for national holidays, seafarers shall be entitled to an annual leave calculated on the basis of a minimum of 2.5 calendar days per month of employment. The employers shall pay the wages by days of leave which shall be no less than their average wages on-board.

## 15. 关于遣返的财务担保（规则 2.5）

### 15. Financial Security for Repatriation (Regulation 2.5)

15.1 《交通运输部关于我国履行<2006年海事劳工公约>第一修正案有关事项的通知》规定：船东应为所属船舶提供船员遣返的财务担保，并出具财务担保证书。

15.1 According to the Notice of the Ministry of Transport of the Relevant Issues Concerning the Implementation of the 2014 Amendment to the Maritime Labour Convention 2006 in China, Shipowners shall provide financial security for repatriation to the ships they own or operate, and get a financial security certificate.

15.2 《交通运输部关于我国履行<2006年海事劳工公约>第一修正案有关事项的通知》规定：我国暂确定为商业保险或其他类似财务担保形式。国家认可中国船东互保协会或国际保赔协会集团成员以及合法商业保险公司、银行或其他金融机构出具的财务担保证书或证明文件。

15.2 According to the Notice of the Ministry of Transport of the Relevant Issues Concerning the Implementation of the 2014 Amendment to the Maritime Labour Convention 2006 in China, for the time being, China recognizes commercial insurance or similar financial guarantee. China recognizes the financial security certificates and other forms of documentary evidence provided by the China Shipowners Mutual Assurance Association, International Group of P&I Clubs, and any legitimately established insurance companies, banks or other financial institutions.

15.3 《交通运输部关于我国履行<2006年海事劳工公约>第一修正案有关事项的通知》规定：船东应当将船舶财务担保证书或证明文件副本向所在地直属海事管理机构报备。

15.3 According to the Notice of the Ministry of Transport of the Relevant Issues Concerning the Implementation of the 2014 Amendment to the Maritime Labour Convention 2006 in China, shipowners shall submit a copy of the financial security certificate or other documentary evidence to local Maritime Safety Administration under the Ministry of Transport for records.

15.4 财务担保证书或其他证明文件应载有《2006 年海事劳工公约》附录 A2-I 所要求的信息。

15.4 The financial security certificate or other documentary evidence of financial security shall contain the information required in Appendix A2-I of the Maritime Labour Convention 2006.

15.5 财务担保提供方应为被遗弃的海员提供直接、便捷和覆盖全面的财务援助。

15.5 The financial security provider shall provide direct access, sufficient coverage and expedited financial assistance to any abandoned seafarer.

15.6 遣返费用应包括以适宜和快捷方式的旅行，通常是乘坐飞机，并包括从海员离船时起至到家期间的食宿费、必要的医护费和行李及个人物品的运输费，以及任何因遗弃造成的其他合理费用。

15.6 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.

15.7 如果海员或其指定的代表在有合理理由支持的前提下提出请求，财务担保提供方应迅速提供援助。

15.7 Assistance offered by the financial security provider shall be granted promptly upon request made by the seafarer or the seafarer's nominated representative and supported by the necessary justification of entitlement.

15.8 如果船上海员存在以下情况，则视为被遗弃：

15.8 A seafarer shall be deemed to have been abandoned where

15.8.1 船东未支付海员的遣返费用；

15.8.1 the shipowner fails to cover the cost of the seafarer's repatriation; or

15.8.2 船东未向海员提供必要的照料和援助，包括充足的食物、住所、饮用水供给、在船上生存所必需的燃料以及必要的医护；

15.8.2 the shipowner has left the seafarer without the necessary maintenance and support; or

15.8.3 船东以其他方式单方断绝其与海员的关系，包括未支付契约工资达至少两个月的时间。

15.8.3 the shipowner has otherwise unilaterally severed their ties with the seafarer including failure to pay contractual wages for a period of at least two months.

15.9 财务担保方应在财务担保有效期届满至少 30 日之前通知海事管理机构。

15.9 The financial security provider shall give prior notification to Maritime Safety Administration at least 30 days before the end of the period of validity of the financial security.

15.10 船舶应当在船上携带财务担保证书或其他证明文件，并将副本张贴在船上海员能够到达的显著位置。财务担保证书或其他证明文件须为英文或附有英语译文。

15.10 Ships shall carry onboard the financial security certificates or other documentary evidence, and post the copy in a conspicuous place on board where it is available to the seafarers. The financial security certificates or other documentary evidence shall be in English or accompanied by an English translation.

16. 关于船东责任的财务担保（规则 4.2）

16. Financial Security relating to shipowners' liability (Regulation 4.2)

16.1 《交通运输部关于我国履行<2006 年海事劳工公约>第一修正案有关事项的通知》规定：船东应为所属船舶提供船东责任财务担保，并出具财务担保证书。

16.1 According to the Notice of the Ministry of Transport of the Relevant Issues Concerning the Implementation of the 2014 Amendment to the Maritime Labour Convention 2006 in China, Shipowners shall provide financial



security relating to shipowners' liability to the ships they own or operate, and get a financial security certificate.

16.2 《交通运输部关于我国履行<2006年海事劳工公约>第一修正案有关事项的通知》规定：我国暂确定为商业保险或其他类似财务担保形式。国家认可中国船东互保协会或国际保赔协会集团成员以及合法商业保险公司、银行或其他金融机构出具的财务担保证书或证明文件。

16.2 According to the Notice of the Ministry of Transport of the Relevant Issues Concerning the Implementation of the 2014 Amendment to the Maritime Labour Convention 2006 in China, for the time being, for the time being, China recognizes commercial insurance or similar financial guarantee. China recognizes the financial security certificates and other forms of documentary evidence provided by the China Shipowners Mutual Assurance Association, International Group of P&I Clubs, and any legitimately established insurance companies, banks or other financial institutions.

16.3 《交通运输部关于我国履行<2006年海事劳工公约>第一修正案有关事项的通知》规定：船东应当将船舶财务担保证书或证明文件副本向所在地直属海事管理机构报备。

16.3 According to the Notice of the Ministry of Transport of the Relevant Issues Concerning the Implementation of the 2014 Amendment to the Maritime Labour Convention 2006 in China, shipowners shall submit a copy of the financial security certificate or other documentary evidence to local Maritime Safety Administration under the Ministry of Transport for records.

16.4 任何组织和个人不得通过对海员、其亲属、指定代表或受益人施压迫使其接受低于契约金额的款额。

16.4 No organization or individual shall apply pressure on the seafarers, or their next of kin, or representatives or designated beneficiaries to force them to accept a payment less than the contractual amount.

16.5 财务担保证书或其他证明文件应载有《2006年海事劳工公约》附录 A4-I 所要求的信息。

16.5 The financial security certificate or other documentary evidence of financial security shall contain the information required in Appendix A4-I of the Maritime Labour Convention 2006.

16.6 契约性索赔相关各方可使用《2006年海事劳工公约》附录 B4-I 的收据和解除书模本。

16.6 The parties to the payment of a contractual claim may use the Model Receipt and Release Form set out in Appendix B4-I of the Maritime Labour Convention 2006.

16.7 如果船东的责任担保将被取消或终止，财务担保提供方应至少提前 30 天通知海事管理机构，否则在财务担保有效期届满之前财务担保不得终止。

16.7 The financial security relating to shipowners' liability shall not cease before the end of the period of validity of the financial security unless the financial security provider has given prior notification to Maritime Safety Administration at least 30 days before the cancellation or termination of such security.

16.8 如果船东的责任担保将被取消或终止，船东应提前通知海员。

16.8 Shipowners shall give prior notification to seafarers if the financial security relating to shipowners' liability is cancelled or terminated.

16.9 船舶应当在船上携带财务担保证书或其他证明文件，并将副本张贴在船上海员能够到达的显著位置。财务担保证书或其他证明文件须为英文或附有英语译文。

16.9 Ships shall carry onboard the financial security certificates or other documentary evidence, and post the copy in a conspicuous place on board where it is available to the seafarers. The financial security certificates or other documentary evidence shall be in English or accompanied by an English translation.

16.10 财务担保须支付由其担保的且发生于该证明有效期内的所有契约性索赔。

16.10 The financial security shall provide the payment of all contractual claims covered by it which arise during the period for which the document is valid.

中华人民共和国海事局  
Maritime Safety Administration  
of the People's Republic of China

姓名 Name:

职务 Title:

签字 Signature:

地点 Place:

日期 Date:

**实质等效**

**Substantial equivalencies**

(注：删去不适用的陈述)

(Note: Strike out the statement which is not applicable)

除上述内容外，按公约第六条第 3 款和 4 款规定的实质等效记录如下

The following substantial equivalencies, as provided under Article VI, paragraphs 3 and 4, of the Convention, except where stated in the Annex attached:

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未准许等效。

No equivalency has been granted.

姓名 Name:

中华人民共和国海事局  
Maritime Safety Administration  
of the People's Republic of China

职务 Title:

签字 Signature:

地点 Place:

日期 Date:

**免除**

**Exemptions**

(注：删去不适用的陈述)

(Note: Strike out the statement which is not applicable)

主管机关根据本公约标题三的规定准许的免除如下：

The following exemptions granted by the competent authority as provided in Title 3 of the Convention are noted:

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未准许免除。

No exemption has been granted.

姓名 Name:

中华人民共和国海事局  
Maritime Safety Administration  
of the People's Republic of China

职务 Title:

签字 Signature:

地点 Place:

日期 Date: