

World Maritime University

The Maritime Commons: Digital Repository of the World Maritime University

World Maritime University Dissertations

Dissertations

11-3-2020

A study of the impacts of COVID-19 on seafarer rights

Nitin Mukesh

Follow this and additional works at: https://commons.wmu.se/all_dissertations



Part of the [Civil Rights and Discrimination Commons](#)

Recommended Citation

Mukesh, Nitin, "A study of the impacts of COVID-19 on seafarer rights" (2020). *World Maritime University Dissertations*. 1399.

https://commons.wmu.se/all_dissertations/1399

This Dissertation is brought to you courtesy of Maritime Commons. Open Access items may be downloaded for non-commercial, fair use academic purposes. No items may be hosted on another server or web site without express written permission from the World Maritime University. For more information, please contact library@wmu.se.

seafarer rights completed

by Nitin MUKESH

Submission date: 27-Oct-2020 06:23PM (UTC+0100)

Submission ID: 134845540

File name: 1664_Nitin_MUKESH_seafarer_rights_completed_11057_1072859068.docx (2.4M)

Word count: 30107

Character count: 168880

WORLD MARITIME UNIVERSITY
Malmö, Sweden

**A STUDY ON THE IMPACT OF COVID-19 ON
SEAFARER RIGHTS**

by

NITIN MUKESH
INDIA

A dissertation submitted to the World Maritime University in partial
fulfilment of the requirements for the award of the degree of

MASTER OF SCIENCE
in
MARITIME AFFAIRS

(MARITIME SAFETY AND ENVIRONMENTAL ADMINISTRATION)

2020

Declaration

I certify that all the material in this dissertation that is not my own work has been identified, and that no material is included for which a degree has previously been conferred on me. The contents of this dissertation reflect my own personal views, and are not necessarily endorsed by the University.

(Signature):**S/D**.....

(Date):

Supervised by:

Supervisor's affiliation: Dr Anish Hebbar

Acknowledgements

I express my foremost and deepest gratitude to the Almighty with the following hymn, which is a constant reminder of the various blessings that he has showered upon me:

असतो मा सद्गमय ।

तमसो मा ज्योतिर्गमय ।

मृत्योर्मा अमृतं गमय ।

Asato Maa Sad-Gamaya (Show me the path of reality from unreality), Tamaso Maa Jyotir-Gamaya (lead me from darkness to light) Mrtyor Maa Amrtam Gamaya (immortality from mortality).

First, I would like to extend my heartfelt gratitude to the ITF Seafarers' Trust for nominating me out of more than a hundred students as well as their financial support given to me that has enabled me to pursue my MSc degree at the World Maritime University.

I take this forum to express my gratitude to WMU, my maritime alma mater for having imparted us with the maritime essential knowledge.

To this affect, I would like to extend my sincerest thanks to the faculty as an instrumental node to this greater achievement. Without them, it could not have been possible. I earnestly extend my humble gratitude to my supervisor prof. Dr Anish Hebbar for his professional guidance, support and encouragement throughout my writing. With his vision and sound perspective, I was able to translate my thoughts into pragmatic system.

I owe a special debt of gratitude to Shri Amitabh Kumar, IRS, and Director General of shipping, who supported my application and made it possible for me to join this course at WMU.

I convey my deepest appreciation to all the seafarer, company and administration respondents. Without their participation, the dissertation would not have been possible. My sincere thanks to all the other elements of the WMU working behind the scene to facilitate us and make our stay comfortable and worth memorable.

My special greetings to all those for standing by my side in the collective effort to attain this feat especially Mr V.K. Pandey (director, EC). I sincerely thanks my friend Capt. Ghanshyam, Capt. Shashibhushan and Capt. Suresh for making my survey size large, success, and continuous encouragement during stay at WMU and at Pandemic situation.

Finally, my heartfelt thanks and sincere gratitude goes out to my mother Kunti devi, father G.N.Singh , wife Shubhlaxmi, son Isityva and Shirsh for sharing away their loving support and prayers throughout my over year journey of continual struggle. Indeed, during tiresome moments of COVID 19, fatigue and breakup, their adore and encouragement played pivotal to boost my moral for continuity with yet further energies and determination.

Abstract

Title of Dissertation: **A study of the impacts of COVID-19 on seafarer's rights**

Degree: **Master of Science**

Although observance of seafarer's rights gained ascendance in the era of MLC 2006, the COVID-19 global pandemic effectively neutralised the gains due to largescale compromise of the seafarer's right of shore leave, medical care and timely repatriation. The varied international instruments in force were found wanting as none of them specifically dealt with the protection of seafarer's rights during a pandemic.

Whereas the use of the sea for the global trade has become the central vehicle for development, land based governance and complexity, poor coordination among the seafarers themselves and their limits to jurisdictional reach, legal complexity, and uncertainties has left them vulnerable to the breaches of their rights. Consequently, the economics and commercial interest of the ship-owners, managers and charterers continues to overtake the seafarer's rights and welfare.

This dissertation is the study of the impact of COVID-19 on seafarer's rights. The study reveals that seafarers are the ultimate sufferers of whatever situation and circumstances that arise. Their rights have always been compromised, and commercial matters always supersede the seafarers'. COVID-19 aggravated the situation and this research endeavoured to examine and capture the effect of the extreme situation on crew rights by way of extensive field surveys.

The results were glaring and reflected a deep apathy towards seafarers. Suffering and anxiety was observed to be widespread among seafarers. Those onboard struggled on account of denial of shore leave and denial of access to medical assistance ashore, and craved for getting relieved on time. Those in waiting ashore have no guarantee of resuming their jobs, and by virtue of not having been paid standby wages, are staring at a deep financial crisis.

The research reinforces the ongoing narrative that an amelioration of the seafarer's plight in a global pandemic is only possible if nation States demonstrate their firm commitment towards upholding the seafarer's rights while working in cohort with the IMO and other international organisations for achieving a coordinated approach.

KEYWORDS: COVID-19, seafarer rights, human rights, crew repatriation, shore leave, crew medical assistance, MLC

Table of Contents

Declaration.....	ii
Acknowledgements	iii
Abstract.....	v
Table of Figure	viii
List of Tables	x
List of Abbreviations	xii
Chapter 1: Introduction	1
1.1 Background.....	1
1.2 Seafarer Rights, Welfare and International Health Regulation	2
1.3 COVID-19 Pandemic Effect	4
1.3.1 Effect on Crew and Seafarer Right in mv Diamond Princess	5
1.4 Chronology of Key COVID-19 Events from a Maritime Perspective	6
1.5 Maritime Instruments Governing Shore Leave, Repatriation and Medical Care	7
1.5.1 ILO Instruments.....	7
1.5.2 IMO Instruments.....	8
1.6 Aims and Objectives	9
1.7 Research Question.....	10
1.8 Overview of the Research	10
Chapter-2: Literature Review	11
2.1 Introduction	11
2.2 Right to Shore leave, Repatriation and Medical Care	11
2.3 IMO Protocols and Recommendations post COVID-19.....	15
2.3.1 Right of Repatriation	15
2.3.2 Right of Medical Care	15
2.4 Measures and Concern for Seafarer Rights by ILO, IMO, ITF and States	16
2.4.1 ILO	16
2.4.2 IMO	16
2.4.3 International Transport Workers' Federation (ITF).....	16
2.4.4 Flag State and Port States	17
2.5 Role of Company and Administration in Seafarer Rights	17
2.6 Conclusion	17
Chapter 3: Research Methodology	19
3.1 Introduction	19
3.2 Mixed method and its appropriateness	19
3.3 Data collection	20
3.4 Questionnaire	20
3.5 Selecting the Participants	21
3.6 Access to Survey Participants	22
3.7 Pilot Test	23
3.8 Conducting the Survey	23
3.9 Data Collection	23
3.10 Analysis	24
3.11 Validity and Consistency	24

3.12 Ethical Account	25
3.13 Limitations	26
Chapter 4: Results and Data Analysis	27
4.1 Introduction	27
4.2 Pandemic Effects on the Shipping Industry	27
4.3 Demographic details of Seafarer, Company and Administration	29
4.4 Shore Leave	31
4.4.1 Shore Leave Aailed, Granted	31
4.4.2 Effect of Shore leave	36
4.4.3 Permitting Adequate Shore Leave	39
4.4.4 Need of Shore leave and repatriation	39
4.5 Repatriation	40
4.5.1 Effect of COVID-19 on Repatriation	41
4.5.2 Problem of Seafarer Repatriation and Effort by Stakeholders	46
4.5.3 Change of Crew by Deviation of Vessel	48
4.5.4 Compensation in case of delayed repatriation	52
4.5.5 Level of Seafarers' Awareness of Regulations	55
4.6 Miscellaneous	56
4.6.1 Difficulty faced at Airport during Change of Crew	56
4.6.2 Risk of Exposure during a Port Call	57
4.6.3 Personal Happiness Status of Seafarer during COVID-19	58
4.7 Medical Assistance	59
4.7.1 Effect on Medical Assistance and Readiness for COVID-19	59
4.7.2 Effect on Medical assistance	60
Chapter 5: Conclusions and Recommendations	64
5.1 Conclusions	64
5.2 Recommendations	65
5.3 Scope for Future Research	66
References	67
Appendix	74

Table of Figure

Figure 3.1. Research methodology (Source: The Researcher)	19
Figure 3.2. Top 10 ship management companies (Lloyd's, 2019)	21
Figure 3.3. Top Five Seafarer Supplying Countries (BIMCO & ICS, 2015)	22
Figure 3.4. Data Analysis (Source: The Researcher).....	24
Figure 4.1. An illustration of COVID-19 pandemic effects in the Shipping Industry	27
Figure 4.2. Seafarers Numbers by Nationality	29
Figure 4.3. Details of Seafarer Rank	29
Figure 4.4. Shore leave availed during COVID-19	31
Figure 4.5. Disembarking at the terminal during COVID-19	31
Figure 4.6. Minimum expectation of shore leave during COVID-19	32
Figure 4.7. Company/owner restriction on shore leave due to COVID-19	33
Figure 4.8. Risk perception of infection by availing shore leave	35
Figure 4.9. Shore leave at normal time	36
Figure 4.10. Shore leave denial experience	37
Figure 4.11. Impact of denial of shore leave on work	38
Figure 4.12. Impact of denial of shore leave on health.....	39
Figure 4.13. Repatriation during COVID-19	42
Figure 4.14. Extension of contract due to COVID-19	42
Figure 4.15. Reasons for extension of contract.....	43
Figure 4.16. More than 12 month stay on board.....	43
Figure 4.17. Seafarers exceeded one-month clause	44
Figure 4.18. Timely repatriation by company	45
Figure 4.19. Seafarers' opinion on the efforts by Company, Flag State and Trade Union for their relief and repatriation.....	47
Figure 4.20. Steps taken for the repatriations of the Seafarer.....	49
Figure 4.21. Seafarers stranded at foreign port during lockdown.....	49
Figure 4.22. Deviation of the vessel for repatriation	50
Figure 4.23. Percentage of diverted vessels	50
Figure 4.24. Percentage of seafarer repatriated due to diverting the vessel	51
Figure 4.25. Challenges in repatriation	51
Figure 4.26. Company effort for repatriating Seafarer	52
Figure 4.27. Compensation for the extended period of stay onboard	53

Figure 4.28. Compensation provided by company	53
Figure 4.29. Contact with seafarer family	54
Figure 4.30. Additional entertainment facility for seafarers during COVID-19.....	54
Figure 4.31. Seafarer awareness of instruments relating to their rights.....	56
Figure 4.32. Difficulty experienced at airport during repatriation.....	57
Figure 4.33. Risk factors on the seafarer by boarding of various port authorities during COVID-19.....	58
Figure 4.34. Status of personal happiness on board in COVID-19 situation.....	58
Figure 4.35. Vessel readiness to prevent COVID-19.....	60
Figure 4.36. Medical assistance during COVID-19	60
Figure 4.37. Medical evacuation cover for COVID-19	61
Figure 4.38. Medical emergency on the vessel during COVID-19	61
Figure 4.39. COVID-19 infection on the vessel.....	62
Figure 4.40. Additional insurance cover by company for COVID-19	62
Figure 4.41. Deviation for medical treatment of infected crew	62

List of Tables

Table-1. Chronological event of COVID-19.....	07
Table-4.1 Consolidated Company data on number of Ships, Seafarers Nationality and Employment contract status.....	30

List of Abbreviations

2Off	- Second Officer
3Off	- Third Officer
3Eng	- Third Engineer
Adm	- Administration
BIMCO	- Baltic and International Maritime Council
BPMS	- British Petroleum Marine Services
Capt.	- Master
CBA	- Collective Bargaining Agreement
CEng	- Chief Engineer
COff	- Chief Officer
COVID-19	- Coronavirus Disease
EMI	- Equated Monthly Instalment
EU	- European Union
FAL	- Convention on Facilitation of International Maritime Traffic, 1965
FAO	- Food and Agriculture Organization
HRAS	- Human Right at Seas
ICAO	- International Civil Aviation Organization
ICS	- International Chamber of Shipping
IHR	- International Health Regulations
ILO	- International Labour Organisation
IMO	- International Maritime Organization
IOM	- International Organization for Migration
ISF	- International Shipping Federation
ISM	- International Safety Management
ISPS	- International Ship and Port Facility Security Code

ITF	- International Transport Workers' Federation
JNG	- Joint Negotiating Group
LNG	- Liquefied Natural Gas
MLC	- Maritime Labour Convention
MSC	- Maritime Safety Committee
NGO	- Non-Governmental Organisation
NUSI	- National Union of Seafarers of India
PHEIC	- Public Health Emergency of International Concern
PSC	- Port State Control
RAT	- Ratings
REC	- Research Ethics Committee
SEA	- Seafarer Employment Agreement
SID	- Seafarers Identity Document
SIRE	- Ship Inspection Report Programme
SPRP	- Strategic Preparedness and Response Plan
STC	- Special Tripartite Committee
SMS	- Safety Management System
SOLAS	- International Convention for the Safety of Life at Sea
SOP	- Standard Operating Procedure
UK	- United Kingdom
UN	- United Nations
UNCLOS	- United Nations Convention on the Law of Sea, 1982
USA	- United States of America
WHO	- World Health Organization
WMU	- World Maritime University
Yrs.	- Years

Chapter 1: Introduction

1.1 Background

Seafarer right has been a long-standing issue synchronous with the evolution of seafarer. The visit to different countries by ships made the seafarer inaccessible from the protection of rights, which normally ceases or changes at every border of a territorial state. This is where the seafarer rights and welfare become vulnerable in the face of legal uncertainties and complexities (Hubilla, 2009).

The core of what moves the shipping is a seafarer. Movement of seafarer is restricted due to the non-availability of shore passes, heightened security, and fastest turn around and recently due to COVID-19 (ITF, 2020). Unfortunately, after the outbreak of COVID-19, in many jurisdictions, the seafarers are also discriminated against, as they are perceived to be the carrier of virus. Seafarers' are deprived of essential rights like shore leave, repatriation and medical during ongoing COVID-19 crisis throughout the world (Dickinson, 2020).

Seafarers too need a break from work like other professionals, but the trend has gradually faded. The working environment is not conducive to good social life, and they are only seeing the same limited number of persons daily. This puts the seafarer under a different frame of mind, frustration develops, and this reflects on their professionalism. Shore leave gives chances to a seafarer for a change in their physical environment, which is of paramount importance for their wellbeing. The present increased commercial pressure, faster turnaround, remote geographical locations of berths and terminals, work and rest hours and inspections era has put the shore leave practically non-accessible to the seafarers (The Seamen's Church Institute, 2018).

After the outbreak of COVID-19, shore leave has been barred by governments due to fear of infection (Miller, 2020). Ports in Argentina, Chile, Morocco, and Mexico and as well as many European countries did not permit shore leave due to the fear of infection (Sentyabr, 2020).

The seafarer is required to be repatriated to his hometown or home country or a destination agreed by seafarer and owner. The seafarer is repatriated after completion of

contract, medical problem and if removed from the vessel due to negligence of duty and indiscipline. The ship-owner has to provide transportation, wages along the way and transportation of luggage (Lefkowitz et al., 2015).

The COVID-19 pandemic has put seafarers around the world in precarious situations. Seafarers who have completed their leave cannot join a vessel because of lockdown and travel restrictions. Travel restrictions and total lockdown in the various countries also means that seafarers cannot be repatriated home, or even get urgent medical assistance. The International Maritime Organization (IMO) and International Transport Workers' Federation (ITF) intervened in two cases of medical assistance where the port authority initially declined to provide medical evacuation due to fear of infection. In one case, a Russian seafarer suffered stroke yet the port refused evacuation (IMO, 2020k).

IMO estimated that until early July at least 200,000 seafarers required immediate repatriation, (IMO, 2020). IMO and United Nation Conference on Trade and Development (UNCTAD) also estimated that in mid-June 2020, monthly around 300,000 seafarers required international flight to enable crew changeover, with one half traveling home and another half joining. Cruise ship staff awaiting repatriation alone numbered approximately 70,000. In addition, crew on commercial fishing vessels had to be also changed to avoid fatigue (IMO & UNCTAD, 2020).

Most of the nations have undergone complete lockdown. The shipping industry has called for support from the governments to keep the supply chain and permit seafarers' movement even in the lockdown period (IMO, 2020b).

IMO made a notable statement that port and coastal state to meet their obligation under relevant regulations and work with ship to protect health of seafarer and arrange access for medical care ashore thus ensuring that the supply chain continues to function without interruption. IMO is working in co-ordination with International Labour Organization (ILO), ITF and the International Chamber of Shipping (ICS), Non-Governmental Organization (NGO), unions, government representatives round the clock to find out solutions (IMO, 2020c).

1.2 Seafarer Rights, Welfare and International Health Regulation

The Maritime Labour Convention (MLC) 2006 is an international agreement, which sets out the seafarer rights for decent condition of work. It is also called as Seafarer Bill of Rights. MLC 2006 is a milestone in providing and addressing seafarers' rights and welfare.

Under MLC, shore leave, repatriation and medical care are among the rights of seafarer. Under Article IV of MLC (2006),

- 1. Every seafarer has the right to a safe and secure workplace that complies with safety standards.*
- 2. Every seafarer has a right to fair terms of employment.*
- 3. Every seafarer has a right to decent working and living conditions on board ship.*
- 4. Every seafarer has a right to health protection, medical care, welfare measures and other forms of social protection.*

The revised regulations of International Health Regulation (IHR) 2005 has more focus on the rights and freedoms of affected individuals, full respect for the dignity, and fundamental freedom of person and human rights. States require to respect the traveller under the Guidelines of IHR (World Health Organization, 2008).

The consequences of pandemic and lockdown initiated by States has adversely affected most of the rights stipulated under MLC 2006. It has restricted the rights of movement of seafarer. National legislation is the one, which decides the conflicts of human and labour rights. However, the IHR 2005 tries to solve this conflict by reminding that all measures taken to protect public health have to be less invasive on other rights. In the pandemic seafarer rights have been suspended in a disproportionate manner.

Older literatures were mostly based on heroic military and naval adventure or trade wars. These literatures never emphasized on the need of rights of the seafarers. Until early 1970s, historians have focused more on economic history and history of science. It was only after 1970s the rights of seafarers were given attention (Kennerley, 2017).

Exarchopoulos et al. (2018) have defined welfare of seafarer.

Seafarer welfare is defined as wellbeing of an individual. The wellbeing is a vast subject, and this is always changing its dynamics with time and modernization of the society with scientific developments. The luxury of yesterday has become the necessity of today. Till recently about a decade back the internet and high-speed data accessibility was a luxury, but today it has become a necessity. Seafarer welfare can be summarized as health, happiness, and recreation with a mandatory procedure that addresses their fundamental rights and facilities at par with the persons ashore. The basic aim of these welfare facilities is to provide a happy and

healthy life to seafarers and treated at par with the other workforce working ashore (Exarchopoulos et al., 2018).

The major constituents of the seafarers' rights are shore leave, wages, repatriation, medical facilities and welfare includes recreational facility onboard. There is statutory protection and legislation to deal with it, insurance and protection against incident and accident, compensation, etc. The dynamics are changing fast and hence it needs regular research and monitoring with fast changing scenario and situations and must be addressed effectively (AMSA, 2020).

1.3 COVID-19 Pandemic Effect

COVID-19 commonly known as corona virus declared as Pandemic across the world by WHO on 11 March 2020, however it spread from Wuhan city in mid-December 2019 and spread all over the world (WHO, 2020).

The case of the cruise liner mv Diamond Princess at the outset of the global pandemic highlights the severe impact on seafarer rights as a consequence of blind eye by authority. Several pleas from the seafarers went unanswered, and until September 2020, there has been no permanent solution.

The cruise liner Diamond Princess was on her voyage on the route Yokohama-Kagoshima-Hong Kong- Vietnam- Taiwan- Okinawa-Yokohama. She departed Yokohama on 20th January 2020 and arrived back at Yokohama on 3rd February 2020. A passenger who disembarked at the vessel's scheduled stopover at Hong Kong on 25th January 2020 developed symptoms like cough and on 1st February 2020 was tested positive for Novel coronavirus. Consequently, after arrival at Yokohama on 3rd February, the port authority instructed the Diamond Princess to stay at port while prohibiting disembarkation of passengers and crew. A total of 3,711 persons including 1,045 crew and 2,666 passengers were onboard the Diamond Princess when the prohibition on disembarkation and sailing was imposed (NIID, 2020).

Thereafter, on 3rd and 4th February 2020, quarantine officers carried out health checks onboard. A few crews and passengers were identified with symptoms using health questionnaire, and after that when their samples were taken, they were confirmed infected with COVID-19. The ship was put under 14 days quarantine by the authorities. Passengers were requested to remain in their cabins (NIID, 2020).

The Diamond Princess was the first case of COVID-19 infections on a cruise liner, and first to face a quarantine with a complete ban on disembarkation of passengers and seafarers. Unfortunately, while the ship was quarantined for 20 days, the virus spread. The vessel was ill equipped to handle such type of pandemic. Both crew and passengers suffered. 712 tested positive of coronavirus, which amounts to nearly 20% of the total persons on-board and ultimately the Diamond Princess witnessed 13 deaths due to Corona virus (Moriarty, 2020).

1.3.1 Effect on Crew and Seafarer Right in mv Diamond Princess

Due to the extreme event of novel corona virus infections onboard, apart from passengers, the worst affected were the crew on-board. Their traumatic conditions were beyond imagination. The passengers were restricted to their cabins but the crew, especially the ones associated with the food and service departments had to interact with the passengers on a daily basis, and multiple times, despite knowing that many among the passengers are symptomatic. Regardless, the crew fulfilled their duties diligently. The vessel is a confined space; and the panic among the seafarers was natural. The vessel complied with the ILO requirement of medicine equipment and facilities on board to deal with medical cases, (MCA, 2003). However, the prevailing guidelines and regulations fall short of handling a pandemic situation and its spread on board the ship.

Sadly, the onboard conditions and practices were conducive for the spread of virus among the crew. The ventilation system was not isolated. 100% replacement of fresh air was not provided to all rooms and cabins. The infected and non-infected crew were not segregated and allowed to stay and eat together. Crew serving food to passengers were neither trained to wear PPE properly, nor was the requirement enforced. Passengers and crew were lined up for tests of COVID-19 without maintaining proper distance. Most were not wearing mask and posing threat to others of getting infected (Trail, 2020).

Major issues among the seafarers were panic, spread of infections, no appropriate medical treatment and facility, no disembarkation, no shore leave, forced situation to work and serve the infected passengers, and no immediate repatriation in sight. Seafarers were asked to stay onboard with the COVID-19 patients. These issues also gave rise to the question of human rights of seafarer. Few seafarers made desperate appeals to their respective nation and embassy to evacuate them immediately to save their life and reduce the risk of being infected, but no

immediate relief was made available to them and crew were left to the mercy of god. The situation was extraordinary, and lacked an appropriate instrument to deal with.

1.4 Chronology of Key COVID-19 Events from a Maritime Perspective

COVID-19 is an imminent health threat, and it has severely affected the global economy. The health concern, death tolls and infected numbers have escalated in geometric progression (Vaughan, 2020). Several of the world's ports, airports remained unprecedentedly shut for a prolonged duration due to the spread of coronavirus. Most shipping companies were simply unable to comply with the contractual obligations due to the lockdown and restrictions imposed by the administrations and governments. Table 1 provides a snapshot of the key events and the extent of impact on maritime world and seafarer rights due to the pandemic.

Date	Event
31-12-2019	China reports case of pneumonia; subsequently it is identified as Novel coronavirus.
10-01-2020	World Health Organization (WHO) issues technical guidelines for detecting, managing and dealing with cases.
16-01-2020	Coronavirus case detected outside China.
22-01-2020	WHO advises that there is evidence suggesting that human-to-human transmission is possible in Novel coronavirus.
30-01-2020	WHO declares coronavirus outbreak a Public Health Emergency of International Concern (PHEIC).
03-02-2020	WHO prepares <u>Strategic Preparedness and Response Plan</u> (SPRP) to improve capacity to detect, prepare and respond to the outbreak.
04-02-2020	WHO requests United Nations (UN) to activate UN crises management policy.
04-02-2020	Cruise vessel Diamond Princess quarantined at Japan after one-passenger tests positive.
11-02-2020	WHO announces that the disease caused due to Novel coronavirus to be named <u>COVID-19</u> .
21-02-2020	IMO and WHO issue joint statement in a bid to ensure that implementation of health measures do not cause undue interference with international trade.
06-03-2020	International Chamber of Shipping (ICS) issues guidelines in association with IMO and WHO for crew management, port and health practices.
11-03-2020	WHO declares COVID – 19 as a pandemic (WHO, 2020).
12-03-2020	IMO closes London headquarters.
13-03-2020	Lockdown and quarantine of countries starts. Italy announces lockdown and announces plan to turn passenger ship into a floating hospital.
24-03-2020	United Kingdom (UK) announces nationwide lockdown along with other European countries.
24-03-2020	India also announces nationwide lockdown.
31-03-2020	The ITF Seafarers' Trust announces the launch of an emergency fund to address the impact of the global pandemic on seafarers and their families.
01-04-2020	Filipino seafarer aboard Grand Princess dies of COVID-19.

02-04-2020	IMO along with industry representative(s) demands to recognise seafarer as a Key worker.
02-04-2020	IMO announces postponement of further meetings.
03-04-2020	US (United states) removes Captain of an aircraft carrier for raising alarm that US Navy is not doing enough to halt a coronavirus outbreak on his aircraft carrier.
08-04-2020	The European Commission issues a set of guidelines to support governments when repatriating cruise ship passengers and protecting ship crews.
07-05-2020	IMO endorses a new protocol to lift barriers to crew change.
10-05-2020	A 39-year-old Ukrainian crewmember on the Regal Princess commits suicide and suspected to be due to pandemic effect, anxiety and depression.
14-05-2020	ITF and Joint Negotiating Group (JNG) issue joint statement for crew change highlighting stress-related sickness to seafarers and its possible negative affect on commercial viability of the ship operations.
25-05-2020	India announces US\$2,636 compensation in the event of death of any Seafarer due to COVID-19.
15-06-2020	ITF issues statement, "Enough is Enough"; ITF and its affiliated union will assist seafarer to exercise the right to stop work, leave ship and return home.
17-06-2020	HRAS (Human right at seas) disassociates from ITF's 'Enough is enough' call to action.
06-07-2020	IMO issues guidance on ensuring seafarer access to medical care ashore.
09-07-2020	13 countries declare commitment and pledge action to facilitate crew change and work to get status for seafarer as key worker.
24-07-2020	IMO declares the outcome of surveys by ICS and ITF on health protection measures on board ships in response to COVID-19.
27-07-2020	European Union (EU) issued guidance on the gradual and safe resumption of operation of cruise ship in EU.
25-08-2020	WHO issued guidance for promoting public health measure in response to COVID-19 on cargo ships and fishing vessels
26-08-2020	IMO issued protocol to mitigate the risk of COVID-19 cases on board ships
10-09-2020	IMO, ILO, UNCTAD, International Organization for Migration (IOM), Food and Agriculture Organization (FAO), International Civil Aviation Organization (ICAO) issued joint statement calling to all government to immediately recognize seafarer as key worker and to take swift and effective action to eliminate obstacle to crew change.

Table-1. Chronology of key events during COVID-19 from a maritime perspective. (Source: Various)

1.5 Maritime Instruments Governing Shore Leave, Repatriation and Medical Care

1.5.1 ILO Instruments

MLC 2006 is an international agreement of the ILO, which sets out seafarers' rights to decent conditions of work. MLC 2006 convention stipulates the right of seafarer. MLC Regulation 2.1 Standard A2.1 where the Seafarer Employment Agreement (SEA) is regulated and it includes

health and repatriation. It also specifies the circumstances of the repatriation of the seafarer by ship-owner (MLC, 2006).

MLC regulation 2.4 and Standard A2.4 states that seafarers shall be granted shore leave for their wellbeing and health. MLC regulation 2.5 and Standard A2.5.1 states that seafarer shall be repatriated at no cost to them under few conditions stipulated in the convention like completion of employment agreement and others. Maximum period of service on board shall be less than 12 months. If the ship-owner cannot repatriate seafarer then competent authority of the flag will arrange or state which they are citizen or the state from which the seafarer is to be repatriated may arrange and cost may be recovered from the ship-owner or from the flag state of vessel (MLC, 2006).

MLC regulation 4.1 and Standard A4.1 states that all member States should ensure that all seafarers are covered by measures for protecting their health and should have sufficient medical care during his shipboard tenure and need to be free of cost. All member States to ensure that seafarer in urgent need of medical care is provided access to shore medical facilities (MLC, 2006).

The Seafarer Identity Documents (SID) Convention generates an international legal framework for personal unique identification, which promotes international security and trust. It facilitates access control to ports and ships, shore leave, transit, transfer and repatriation (ILO, 2003).

Temporary shore leave is to be allowed in port to seafarer having SID after arrival formality has been completed in each Member State wherever SID Convention is in force. Seafarer shall not be required to hold visa for shore leave. Seafarer holding valid SID shall be permitted for joining or transferring to another ship, in transit to join ship in another country, and for repatriation. However, shore leave and transit for repatriation can be denied if there is apparent reason to doubt the authenticity of SID. Authority can deny permission of shore leave based on national security, public safety, and public health (ILO, 2003).

1.5.2 IMO Instruments

Facilitation of International Maritime Traffic (FAL) Convention, 1965: FAL.3/Circ.201 encourages IMO member states to establish procedures and measures to have cooperation and coordination among various stakeholders for implementing the procedure and conditions related to shore leave. There should be a balanced approach between ISPS related security and

right of seafarers towards their right for access to shore leave and social facility in the shore (IMO, 2010a). Shore leave is to be provided irrespective of the flag of vessel. There should be no discrimination to seafarer on grounds of sex, colour, nationality, religion and political opinion (IMO, 2018).

MSC.1/Circ.1342 specifies that port facility security and operation should maintain a balance between the need of security and providing shore leave. Security officer and operator should ensure coordination of crew sign on and off from the vessel. The focus solely on security is contradictory to the spirit of ISPS Code (IMO, 2010b).

MSC/Circ.960 requires search and rescue services to perform distress-monitoring, co-ordination, communication and search of rescue functions, including provision of medical advice, initial medical assistance and evacuation (IMO, 2000).

1.6 Aims and Objectives

The ILO and IMO instruments mentioned in section 1.5 dealt with shore leave, repatriation and medical evacuation but in COVID-19, the situation was very grim and seafarers were deprived of almost all basic rights. Situation is explosive, crew repatriation crisis is becoming like a ticking time bomb, and it may create disruption across supply chains if crew decided to stop sailing after completion of contract (Miller, 2020). Prolonged service duration at sea, stress, fatigue and time away from loved ones are taking its toll. The non-availability of these rights may have an adverse effect on seafarer mental health, wellbeing and for the prevention of maritime casualties (Pathak, 2020).

The literature also lacks in dealing with pandemic situations, particularly such a phenomenon, which has gripped the entire world. The long pandemic duration has enforced extended contracts, and thus aggravated serious fatigue among the seafarers (Whiting, 2020). This virus spread and pandemic situation can be used as an opportunity to usher changes and put adequate procedures in place to call on in the future, as the likelihood of relapse or recurrence of same or similar pandemics cannot be ruled out. This experience will allow us to be better prepared and equipped with resources and regulation to tackle, if same or similar situation arises in the future.

As this pandemic is evolving, this research will focus on current impact on seafarer due to pandemic situation and will suggest most effective measures based on outcomes and for better preparedness in the future.

1.7 Research Question

The researcher will focus mainly on the following issue in his paper to meet the aims and objectives of the study:

- What is the impact on seafarer's shore leave, repatriation and medical assistance in the event of a global pandemic such as COVID-19?

1.8 Overview of the Research

The research is organized into following five chapters:

(a) Chapter-1 describes the background on shore leave, repatriation, medical and related regulations in shipping. It describes the difficult situation, which arose, on seafarer rights and welfare due to outbreak of COVID-19. Chronology of COVID-19 events from the maritime perspective is described. This leads to aims and objective of the study and further to the research question.

(b) Chapter-2 deals with the literature review to show that there was almost negligible study carried out to deal with seafarer rights in pandemic situations. It also studies the measures and concerns shown by the various stakeholders in pandemic situation.

(c) Chapter-3 discusses the research methodology, survey and data collection method. It highlights the participant selection, negotiation method, suitability of the pilot study and procedure to conduct the survey. The analysis is followed by reliability and validity, ethical consideration and limitations of the research.

(d) Chapter-4 presents the result of survey of seafarers, companies and administrations. It demonstrates the demographic details, effect of COVID-19 on shore leave, repatriation and medical assistance. It also analyses and discusses the survey data related to the impact on shore leave, repatriation and medical assistance in COVID-19 scenario.

(e) Chapter-5 provides conclusion, recommendations, and outlines the scope for further research.

Chapter-2: Literature Review

2.1 Introduction

Every seafarer deserves to be treated with dignity and respect. To give dignity and respect, there are rights provided by various international instruments¹. In the present scenario of COVID-19, seafarer rights like shore leave, repatriation and medical assistance are clearly affected as mentioned in the previous chapter. This chapter will discuss and highlight the scholarly work on seafarer rights.

2.2 Right to Shore leave, Repatriation and Medical Care

Robertson (2015) concluded that the ISPS code was aimed to provide and enhance the security aspect of the ship and port facility, though it ended up in victimizing the seafarers on the pretext of the security. The ISPS code was adopted and implemented in the shortest time frame with the initial purpose to safeguard port, shipping and vital shipping infrastructure but it ended as a tool to deprive the seafarers of his basic rights of shore leave and repatriation. Robertson's papers mainly based on the denial and discrimination to seafarer's post ISPS Code implementation. However, there was no reference and research on the extraordinary situations like epidemic or force majeure situations. (Robertson, 2015)

The Seamen's Church Institute² periodically carries out survey within U. S. ports on crew shore leave, denials and its root causes along with the sufferer's nationality and reasons. As per survey done in 2018, 58% of the crew were denied shore leave or repatriation due to lack of visa, while operational reasons and company policy denied only 7% of seafarers (SCI, 2018).

Graham (2009) has opined that there should be harmonization of crew welfare and maritime security. Shipping industry is the most reactive as far as the regulations are concerned.

¹ MLC 2006 and SID Convention (Revised); 2003

² Seamen's Church Institute is largest mariners' service agency of North America.

There is history behind every major regulation and code. SOLAS³ was the outcome of Titanic disaster, while ISM resulted from sinking of the Herald of the Free Enterprise. The 9-11 terrorist attack on the World Trade Centre gave birth to the ISPS Code. This was the fastest adopted and implemented code in the maritime history (Graham, 2009).

Graham concludes that cost of the seafarer's life has no value compared to the economic value of the ship, cargo or damage to the environment. There is no catastrophe, which has happened in recent years, which can compel the maritime industry to think and act on the seafarer's rights and welfare. This matter has always been in the isolated box for the industry (Graham, 2009).

Security concerns are legitimate, but this must be harmonized with the seafarer's rights and welfare. These people are the humans at sea, must be treated with dignity and provided with their fundamental right (Graham, 2009).

Hubilla (2009) stated that,

“Denial of shore leave to seafarers who looks forward to stepping and walking on land after spending several weeks and months at sea is undeniably a violation of the basic human rights”.

Seafarers are always victimized for any incident, which they are neither directly connected nor associated. The victimization is always in the form of shore leave denial followed by restrictions in repatriation.

Oldenburg & Jensen (2019) asserted that shore welfare facility is needed for seafarers to get rid of stress and anxiety. The long contract, working hours, no holidays changing shifts and changing atmosphere coupled with adjusting with a new set of colleagues is a challenging task. The seafarers have all these in their work culture and he stated the need of shore leave, a little time away from the working atmosphere is needed to recharge them. He asserted that the basic reason for shore leave for majority of the crew is to contact family, friends and be away from their work site for a little while together with some shopping and visiting some religious facilities (Oldenburg & Jensen, 2019).

³ The International Convention for the Safety of Life at Sea (SOLAS) sets the minimum safety standards in the construction, equipment and operation of merchant ships.

Stevenson (2004) mentioned a case in the United States in 1943 of *Aguilar v. Standard Oil Company*. The Supreme Court observed and gave its ruling for shore leave as:

“No master would take a crew to sea if he could not grant shore leave, and no crew would be taken if it could never obtain it. In short, shore leave is an elemental necessity in the sailing of ships, a part of the business as old as the art, not merely a personal diversion”.

A seafarer signed the SEA for a fixed tenure but the SEA includes one clause stating that if repatriation cannot be affected due to exigencies of the operational activity on ship then the contract may be extended for one or two months. Sometimes, the repatriation may not happen due to inconvenient port (Hubilla, 2009). Abaya et al. (2018) stated that long-term stay affects the seafarer’s health and 1.6% of seafarer who were repatriated due to ill health have stayed more than 200 days at sea. The seafarer joins the ship only after undergoing stringent medical check-up varying as per their ages, and once they are declared fit by the administration-approved doctor. The long duration and tenure on board enhances the risk of medical repatriation (Abaya et al., 2018).

Repatriation is also required when a ship-owner abandons the vessel. Abandonment occurs when a ship-owner fails to carry out required obligation to the seafarer relating to timely repatriation, wages and providing basic necessities like food, water and medical care (IMO, 2020).

Hezazi (2019) stated that abandonment happened when ship-owner is incapable to generate required funds for running day-to-day operation of ship. Seafarers are abandoned in a country where they do not speak the language and do not have required fund for basic necessities and court expenses. Generally, abandoned seafarers are often detained and not allowed to repatriate to their country due to pending various debts on the ship. Even in the case of shipwreck, ship-owner puts the fault on the seafarer, abandons the seafarer, and does not repatriate them (Hezazi, 2019).

Hezazi (2019) also stated that seafarers are entitled to human rights including right of life, family, wages, work and rest, holiday, medical treatment, social right and right of repatriation.

Widd (2008) stated that piracy and armed robbery are also considered violation of basic seafarer rights as well as human rights. International humanitarian law protects the individual and protects the dignity of those who do not take part in an armed conflict. Piracy involves

kidnapping, murder, rape, theft and assault. The seafarer suffers from the attack, remains in legal isolation, and has limited opportunity to redress as a victim. In captivity, seafarers are deprived of medical care and they have long-term post-traumatic stress (Widd, 2008).

As per the MLC, 2006 amendment of 2018, which states that in case of piracy or armed robbery against the ship, SEA will remain valid (MLC, 2006). MLC, 2006 states that

“Each Member shall require that a seafarer’s employment agreement shall continue to have effect while a seafarer is held captive on or off the ship as a result of acts of piracy or armed robbery against ships, regardless of whether the date fixed for its expiry has passed or either party has given notice to suspend or terminate it,”.

In the event of piracy or armed robbery, these amendments will close the gap in the SEA, seafarer wages will be paid, and they will be repatriated to their hometown (Henry, 2018).

There is always a concern about regulatory compliance under STCW guidelines and MLC, 2006 in the section named Standard A2.5.1–Repatriation, which states that,

2. Each Member shall ensure that there are appropriate provisions in its laws and regulations or other measures or in collective bargaining agreements, prescribing:

(b) The maximum duration of service periods on board following which a seafarer is entitled to repatriation – such periods to be less than 12 months; and

(c) The precise entitlements to be accorded by ship-owners for repatriation, including those relating to the destinations of repatriation, the mode of transport, the items of expense to be covered and other arrangements to be made by ship-owners.

Ships on long voyages or tramping with greater draught are always prone to violation of the MLC regulation. In case, crew extension is granted and due to operational and regulatory difficulties such as visa issues, terminal restrictions, terminal locations or nationality of the seafarers, they are unable to be repatriated within the contract period.

Yucel (2012) stated that right to health and medical care is linked to freedom of health care, access to health care system and healthy working conditions. It is also guaranteed under Regulation 4.1 of MLC 2006 (Yücel, 2012).

MLC, 2006 states that:

“Each Member shall ensure that all seafarers on ships that fly its flag are covered by adequate measures for the protection of their health and that they have access to prompt and adequate medical care whilst working on board”.

The protection and care under paragraph-1 of this Regulation shall, in principle, be provided at no cost to the seafarers.

“Each Member shall ensure that seafarers on board ships in its territory who are in need of immediate medical care are given access to the Member’s medical facilities on shore”.

2.3 IMO Protocols and Recommendations post COVID-19

2.3.1 Right of Repatriation

IMO issued various protocols and recommendation to tackle the issue of seafarer rights. IMO issued circular no 4204/add 14 dated 5th May 2020 regarding framework for safe crew change. This circular was expansion of earlier circular issued on 27th March 2020 after incorporating the various recommendation issued by other stakeholders. The circular recommends country to designate seafarer as key worker, give travel document exemption for joining and leaving ship and provide information for the basic protective measure against COVID-19. The purpose and scope of the circular is to facilitate safe crew change in pandemic. This protocol provides a framework and recommendations to national government and company for tackling the crew change (IMO, 2020d).

2.3.2 Right of Medical Care

IMO issued circular letter no 4204/add/23 dated 1st July 2020 to tackle the issue of medical care during pandemic. This provides recommendation to the authorities for disembarkation of seafarer from ship to receive medical care, particularly if there is suspected case of COVID-19. This will ensure the safety and wellbeing of seafarers and functioning of global supply chains. This protocol gives recommendation to the seafarer and ship in case of suspected COVID-19 patient (IMO, 2020c).

IMO published the survey report of ITF-ICS on health protection measures on board ship. ITF-ICS provided recommendations to the company and seafarer for medical care and personal protection for avoiding infection (IMO, 2020m).

2.4 Measures and Concern for Seafarer Rights by ILO, IMO, ITF and States

2.4.1 ILO

ILO has issued information note on MLC and COVID-19 and stated that the right of seafarer to return home is guaranteed during the pandemic under the provision of MLC 2006. Seafarers need to be declared as key workers and to be granted exemptions from travel restrictions. STC (Special Tripartite Committee) also said that medical supply and assistance needs to be provided without interruption. The STC is established under Article XIII of the MLC 2006 and consists of two representatives nominated by each member state, which has ratified the convention, and representative from shipowner and seafarer. The Committee keeps the working of the Convention under continuous review. Shipowner must cover quarantine expense and medical expense if seafarer falls sick onboard or during process of repatriation. Seafarer shall be granted shore leave without prejudice to the proportionate and protective measure adopted to minimize the risk of contagion (ILO, 2020).

2.4.2 IMO

The problem of crew change is so large that the Secretary Generals of the United Nations (UN) and IMO had to issue a joint statement and show concern about the growing humanitarian and safety crises faced by seafarers around the world due to non-repatriation of seafarer. IMO urges government to designate seafarer as a key worker and give necessary exemption from travel (IMO, 2020f).

IMO has also acknowledged that seafarer has been denied the right to go ashore for medical treatment, including seafarer-having life-threatening medical issues. In one case, port state refused emergency medevac for seafarer suffering from stroke (Mfame, 2020).

Thirteen Governments from around the world issued a joint statement that seafarer repatriation cannot be extended further and there is a tremendous risk that mental health and fatigue issue could lead to serious accident and medical problem (IMO, 2020g).

2.4.3 International Transport Workers' Federation (ITF)

ITF came up with the message that “Enough is enough” which suggested that crew change has become a serious issue and ITF in its message to the seafarer stated that ITF inspectorate would do everything and assist seafarer to get off a ship. ITF also stated that thousands of seafarers

are without shore leave, receiving negligible medical attention ashore, and no repatriation facility. ITF also urged seafarers to stop work. (ITF, 2020).

2.4.4 Flag State and Port States

Various countries like India, Singapore and Philippines relaxed their norms for crew change but restrictions placed by states for crew change, differing standard operating procedure in different countries has been inordinately delaying the crew change, and there is major concern that disembarking and embarking seafarer can be a carrier for COVID-19.

Further, there are restrictions like 14-day quarantine for incoming and outgoing crew, frequent COVID-19 test and some countries do not allow seafarer from infected country (Waypoints, 2020).

Most countries do not allow shore leave and medical assistance. Consequently, the European Transport-workers Federation urged governments to allow shore leave, medical and repatriation (ETF, 2020).

2.5 Role of Company and Administration in Seafarer Rights

Maritime Administration deals with shipping administration, which includes compliance with international treaties and protocols for safety, environment protection and security. Administration keeps link with ILO for adoption and compliance of various laws related to seafarer rights. All marine operations in the port have to be in accordance with merchant shipping act and administrations monitor compliance. Maritime administrations carry out Port State Control for the ship and issue Security Certificate to the port (Chowdhury, 2013).

Administration inspects the vessel and makes sure that seafarer rights mentioned in the different instruments are compiled on the ship. It also issues circulars and guidelines for regulating manning agency and protecting the seafarer rights.

Company needs to provide comprehensive and effective protection of the seafarer rights to decent work (ILO, 2006). There is no denying the fact that management of human resources are under the company and it handles all the operations (Bisticic et al., 2011).

Lastly, seafarer rights cannot be protected without the direct involvement of the company.

2.6 Conclusion

All the papers have largely dealt with right of seafarers regarding their shore leave in heightened security measures and repatriation of the crew during normal situation, abandonment, shipwreck and piracy. ILO and IMO are making sustained efforts to provide adequate guidance during pandemic for preserving the seafarer's rights with respect to shore leave, repatriation and medical facilities including emergency evacuations. The study also dealt with medical assistance and human rights. However, literature is extensive, but the required actions under the pandemic were not forthcoming.

In the scenario of COVID-19, ship-owners, operators and managers are observed to be extending the employment contract, and working with exhausted and fatigued seafarers who are apparently living under a double layer of problems. These seafarers are not only worried about their shore leave and repatriation but also on their family front for the family health and safety in COVID-19 situation. Their anxiety and helplessness cannot be felt and compensated. They are mentally stressed due to global lockdown and almost all organizations, owners and charterers seem to be helpless which has created an atmosphere of uncertainty among them on their timely relief.

The problem with the pandemic is that the measures legally adopted by most States have resulted in suspension of the seafarer's rights. Various member States have issued standard operating procedures (SOP) but there is no respite to the seafarer. In order to convince States, IMO needs to come up with less stringent measures that facilitate compliance with seafarer's rights. These States have to create exception for seafarers as key workers. States are facing unprecedented situations, which are not regulated by MLC 2006, SID and FAL conventions.

The concern and measure adopted by various stakeholders is not improving the situation. Several cases of seafarer medical issue not attended (IMO, 2020c).

In recent history, there was no such pandemic, which affected, spread and enveloped the entire globe. Thus, there was no research or study conducted covering this phenomenal nature of disaster and its effect relating to the seafarer's shore leave, repatriation, and medical assistance. There was no plan, measures, guidelines, or even regulatory support available to the various institutions including IMO, ILO and other stakeholders.

Chapter 3: Research Methodology

3.1 Introduction

This chapter discusses the approach adopted for the research. It describes the data collection method and research methodology adopted for the research. The criteria for participant selection, process for engaging the participants and pilot study influence are described. Further, the data analysis and processing method with researcher justification of data validity, reliability and limitation of research are presented. Ethical approach employed during the research is also discussed. Figure 3.1 depicts the description of research methodology in the chapter.

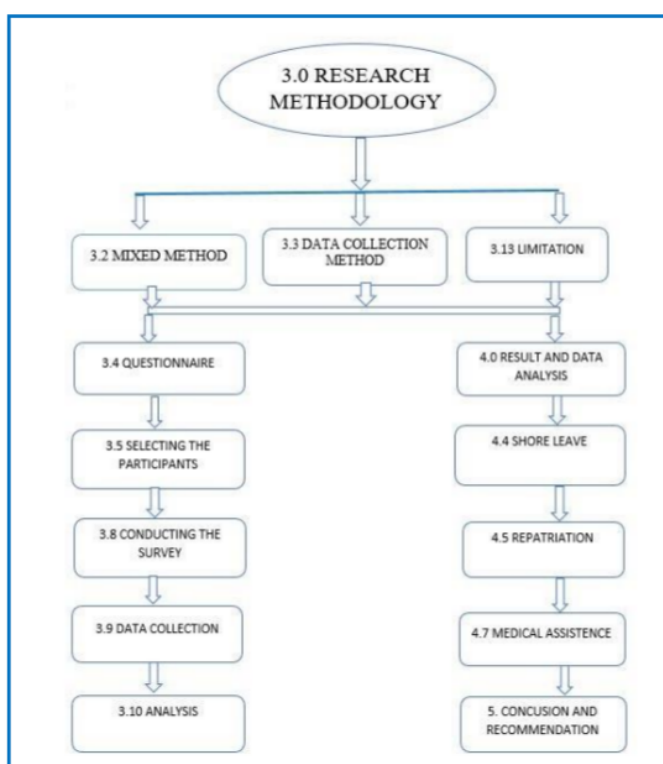


Figure 3.1. Research methodology (Source: The Researcher)

3.2 Mixed method and its appropriateness

This research involves a first-hand knowledge of participant related to the research subject. It offers to explain the impact of COVID-19 on seafarer rights. Mixed methods are a methodology of research for mixing qualitative and quantitative data within a single study. This research

collected and analysed both qualitative and quantitative data. It gives a voice to study participants and makes sure that the findings are grounded in experiences of participants (Wisdom & Creswell, 2013).

Very little known about the impact of global pandemics on seafarer rights. The researcher adopted the mixed methods as it can correctly depicts the impact on seafarer rights numerically combined with open-ended questions (Gray, 2019).

The study strengthens and expands the recommendations and conclusions of existing body of knowledge (Schoonenboom & Johnson, 2017).

3.3 Data collection

The research was conducted based on survey with guiding questions having objective and brief question. Google Form was used for administering the survey questionnaire to seafarers, besides company and administration who are the major stakeholder in providing seafarer rights. Google Form takes less time to fill up and to express views. Survey requires formulating of question, gather and analyses the data and it is suitable to answer the impact on seafarer rights (Miles & Gilbert, 2005).

3.4 Questionnaire

Three different sets of survey questionnaire were prepared, namely for seafarers, company and administration. These questionnaires covered various related matters, which need to be addressed and dealt. Seafarer's questionnaire is about their problems and support from company and administration, while company and administration questionnaires deal with the formulation of guidelines, action from them and co-ordination between various agencies. The seafarer's questionnaire was segregated as per the major problems of seafarer as follows: All Questionnaire attached as appendix 1(a) to 1(e) with the approval of ethics committee.

- | | |
|-----------------------------|----------------|
| (a) Factual | - 8 Questions |
| (b) Suggestion | - 2 Statements |
| (c) Intuition | - 1 Statement |
| (d) Belief | - 2 Statements |
| (e) Critical Thinking based | - 5 Statements |
| (f) Knowledge based | - 1 Statement |
| (g) Risk related | - 1 Statement |

3.5 Selecting the Participants

Participants must be expert in phenomena and experienced in the subject. They must be willing and ready to articulate the experience. They must have information in which the research is dealt (Morse, 2010). The purposive convenience sampling method needs to be used by employing experience of the participant (Qureshi, 2018).

Hence, this research included maximum seafarers sailing on board during COVID-19 coupled with smaller cross-section of seafarers on leave to examine their status. Since it is not an easy task to decide the number of participants for surveys, the researcher stopped the data collection after data saturation were attained. Survey forms, which were duplicated by few participants, were discarded. The participants represented three stakeholders, namely:

- (a) Seafarers: Maximum participants were drawn from manpower supplying country like India, Philippines and other countries. Google Form was sent to 450 seafarers. 273 participants responded to the survey.
- (b) Company: The companies were selected based on numbers of ships they are managing. Survey forms were sent to ten leading ship-management companies out of which four took part in the surveys. Google Form were sent to 35 shipping companies and 18 took part in the survey. Top three ship owning company from India also took part in the survey.

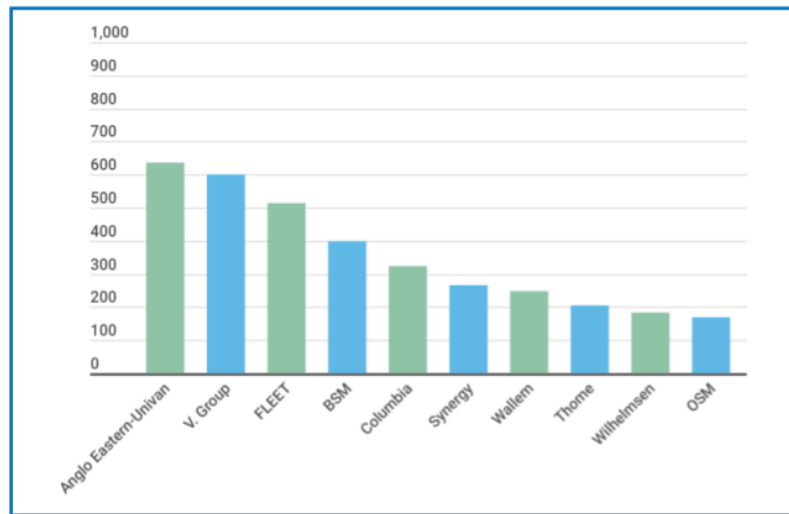


Figure 3.2. Top 10 ship management companies (Lloyd's, 2019)

(c) Administration: Endeavours were made to select the administration which has the maximum number of ships registered under their flag and which has no restriction of the crew nationality. Survey forms were sent to 33 administration including top five-manpower supplying country administration. Out of top five manpower supplying country, two took part in the survey. Total six administration took part in the surveys and few administrations suggested to take required information from their website.

RANK	TOP FIVE SEAFARER SUPPLY COUNTRIES REPORTED BY COMPANIES
1	China
1	Philippines
1	Russian Federation
4	Ukraine
5	India

Figure 3.3. Top Five Seafarer Supplying Countries (BIMCO & ICS, 2015)

3.6 Access to Survey Participants

Gaining access to the participants is vital, and it becomes difficult to convince the participant to complete the survey. It requires continuous persistence to complete in time. The researcher was able to gain maximum participants from the seafarers who had sailed or were sailing during COVID-19. Maximum seafarer selected were sailing during COVID, but seafarer on leave were also included later when it was noticed that they were also facing a problem. Both consent forms and google survey forms were sent to the seafarer, company and administration via email and WhatsApp. The researcher took written consent prior to conducting survey.

Seafarer response was prompt, but administration and company required pursuance to share their data. Six administrations and eighteen companies ultimately take part in surveys. 87.7% of participant's seafarer belong from India and the rest are from other countries. The researcher also took the viewpoint of four women seafarers.

The researcher faced many challenges in collecting the data. Due to COVID-19 and lockdown, it was impossible for the researcher to visit any ship or any office, so maximum effort was done through phone, WhatsApp and email. Few companies and administration feared that data could fall in wrong hands and cause them damage. Few seafarers feared that taking part in the survey could have an effect on their next contract. Unfortunately, these participants abstained from the survey as they were of the view that this study cannot bring any

change in shipping industry. They were of the belief that all the rules and regulations are made on the political agenda, influence by powerful lobbies and benefit only a few countries.

3.7 Pilot Test

The researcher conducted a pilot study with two participants from seafarer and company and took help of two university students for administration survey. This was done to check the usefulness, accuracy and time consumed to fill the form. The researcher found the approximate time to fill up the form and received the participant's views on appropriateness of questions to the study of the scenario. Based on the pilot test, few constructive changes like providing "others" option in a few questions were incorporated in the form.

3.8 Conducting the Survey

Survey research is the collection of information through the questions from a sample of individuals (Julie, 2015). Random samples were taken to increase the likelihood that sample will accurately reflect the situation arising due to COVID-19. Sample were distributed in different ranks of seafarers and posted on different WhatsApp group without knowing the constituent of member.

3.9 Data Collection

Self-administered mail was used to target the large sample. The surveys process, which began in June, was completed in mid-August with receiving of response from 273 seafarers, 18 companies and 6 administrations. The survey questionnaire comprised questions on personal identification followed by questions on shore leave, repatriations and medical. Most of the questions on company and seafarer were of the objective type, two brief questions were to express the difficulty faced, awareness, and handling the situation during COVID-19. There were four brief questions for administration on the measures adopted to solve the problem of seafarer related to welfare.

The survey elicited totally independent views of the seafarer, company and administration. The researcher was not present on site and respondents could fill up the survey form and submit feeling no undue pressure. The survey gave the option of anonymous reporting and this allowed participants to provide an open and honest response (Defranzo Susan, 2012).

The researcher ensured that participant's statement in the survey form corresponded to their intended meaning despite cross-cultural and language barrier (Patton, 2014).

3.10 Analysis

Data analysis is to reduce the big information and to make sense of the data collected (Bryman, 2016). Data were presented using numerical to make study more precise. Numerical data with observation helps to understand and combat the potential challenge of the study (Maxwell, 2010). All data in the survey form were analysed numerically except for the brief question.

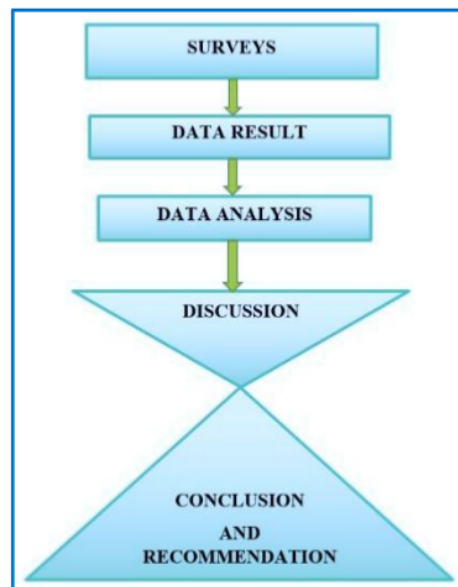


Figure 3.4. Data Analysis (Source: The Researcher)

3.11 Validity and Consistency

The research followed the constructive paradigm to understand the human experience. Importance is given to all individual viewpoints. In this paradigm, data are gathered and analysed. This deals with human behaviour which is contextual, variable and multiple explanation of reality (Kivunja & Kuyini, 2017).

Credibility, transferability, confirmability and dependability are few criteria fixed for the constructive approach of researcher. Data and analysis need to be trustworthy for the credibility criteria (Guba, 1981). The study is based on the experience and effort of seafarer, company and administration.

Dependability criteria depends on the researcher's skill and ability to make sure that the findings come out accurately for the study (Kivunja & Kuyini, 2017) The researcher read

all survey reports and analysed data and drew conclusions based on case study and survey result.

Confirmability criteria was based on the reliability of multiple points of view from the participants (Wertz, 1986). Its goal is to ensure that biases are minimized and eliminating the possibility of data to be corrupted. All viewpoints at different ranks were included in the survey. The seafarer survey participants agreed that there is a problem in repatriation and shore leave during the pandemic. The literature and case study were utilized to support the discussion on the survey data collected.

The transferability criteria means that the researcher has given sufficient data about the research so that reader can relate himself with the findings to their own circumstances (Kivunja & Kuyini, 2017). The research took sufficient data in the survey for the reader to relate to their own situations.

Researcher bias can also influence the research outcomes, as researcher is ex-seafarer and working in administration, there may be an element of inclination and preconception towards the outcome and extent of research (Smith & Noble, 2014).

Mentality at that time can influence participant's views (Smith & Noble, 2014). The seafarer, who has exceeded the contract, can have a different mentality than newly joined. In addition, seafarer awaiting to join vessel for long time will have different mindset than seafarer relieved recently.

Bias can occur due to small sample size to reach any conclusion and results are overstated (Smith & Noble, 2014). To avoid this, researcher tried to make sample as large as possible so as to have results close to the reality.

3.12 Ethical Account

The concern for ethical consideration can emerge at any point of study (Berg & Lune, 2004). To avoid this concern, the researcher submitted the application comprising consent form, survey questionnaire for seafarer, company and administration, World Maritime University (WMU) protocol form and research proposal to ethics committee of WMU. Prior to starting the survey, consent was taken from the participant and recorded.

The data collected was only accessible to the researcher in his personal computer and was protected by password only known to researcher to avoid sharing of data without approval from the participants.

Confidentiality were maintained throughout the study. Administration, seafarer and company names were not reflected in the study and data was anonymized. Reference to any organization and people were avoided.

3.13 Limitations

The researcher had limited access to the participants and was dependent on the survey without visiting them. Hence, the actual illustration of on ground scene cannot be represented along with the body language of the seafarer's on board serving on long tenure despite contract completion.

Chapter 4: Results and Data Analysis

4.1 Introduction

This study has benefited from a demographic of seafarers, companies and administrations. A significant sample of 273 seafarers participated in the survey. While one cross-section seafarers were sailing on a variety of ships in different capacities on board vessels trading across the globe others were on leave and awaiting their turn to join a ship.

4.2 Pandemic Effects on the Shipping Industry

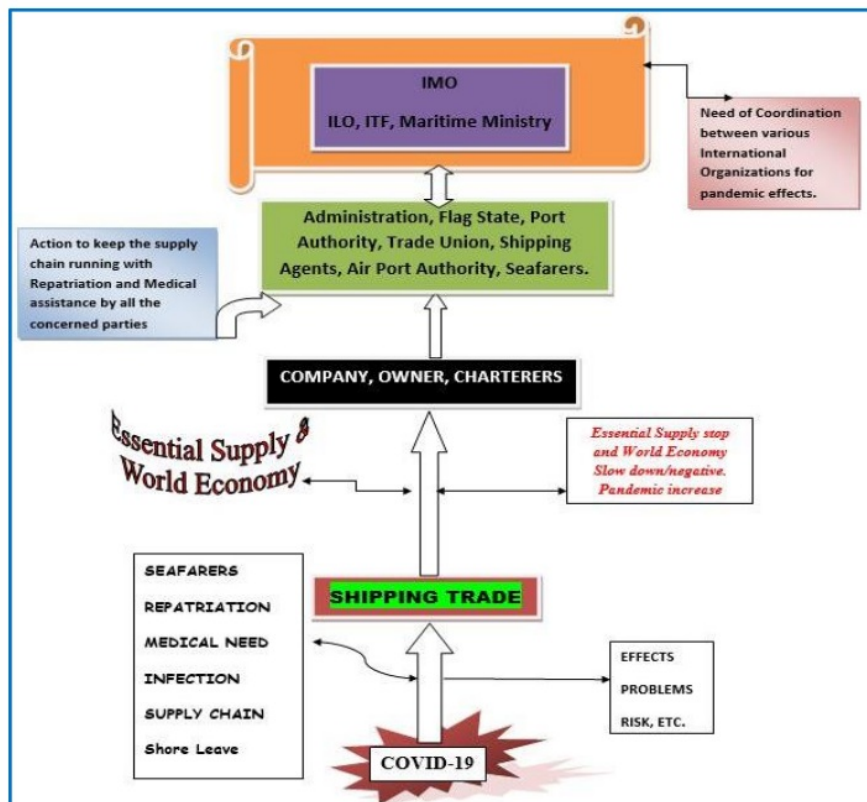


Figure 4.1. An illustration of COVID-19 pandemic effects in the Shipping Industry. (Source: The Researcher)

Figure 4.1 illustrates the COVID-19 pandemic effects in the shipping industry. Before placing the results and analysis of the research survey, a perspective is presented on the problem faced by the maritime industry.

Firstly, the array of shipping personnel facing a direct risk of COVID-19 infection include not the seafarers but also pilots, port operating personnel, shipping agents, ship surveyors, Port Authority, stevedores, ship chandlers, Audit surveyors, PSC inspectors, Flag State inspectors etc.

Secondly, global shipping trade mostly comprises the export or import of essential commodities such as medicines, grains, oil, gas, food, livestock, minerals, raw materials, etc. making it the essential to continue maintaining the supply chain through shipping regardless of the circumstances.

Therefore, in order to ensure smooth running of the shipping trade, it is imperative that seafarers' take every precaution during a pandemic to avoid an infection and continue performing their duty. However, continuing functioning of seafarer's calls for repatriations of seafarers upon completion of their contract periods, which were completely held up causing a major crisis. It must be recalled here that seafarers' work under different conditions in comparison with other shore based jobs and ILO under MLC 2006 has stipulated requirements in SEA and CBA regulating the repatriations the seafarers upon completion of contract.

To execute the repatriation of seafarers and effect timely crew changes from ship to home and vice versa, a close coordination is essential between all the concerned parties - seafarers, agents, administration, flag State, Port Authority, local government and even airports, etc. At the same time, the other international agencies like IMO, ILO, WHO, ITF, etc. and regulatory authorities such as maritime administrations, shipping ministry, etc. must keep coordinating with each other and issue orders, circulars and notices as required. It was a steep learning curve for all concerned and the situation was observed to be improving day-by-day and sign-on/sign-off resuming gradually, although with stricter restrictions in place.

One of the other key concerns during the pandemic was the provision of medical assistance to seafarers. Emphasis was required by IMO and ILO on member states for co-operation in evacuation of seafarers to be allowed on humanitarian grounds.

Shore leave restrictions by the owner, company, Port Authority, terminal etc. were a fallout of the pandemic that received scant attention. However, seafarers appear to have also accepted the restrictions imposed on shore leave to avoid COVID-19 infections.

4.3 Demographic details of Seafarer, Company and Administration

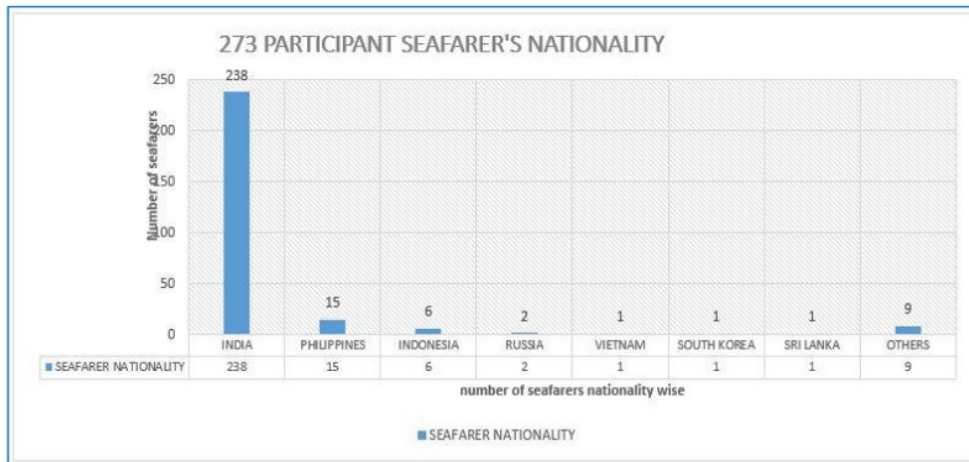


Figure 4.2. Seafarers Numbers by Nationality

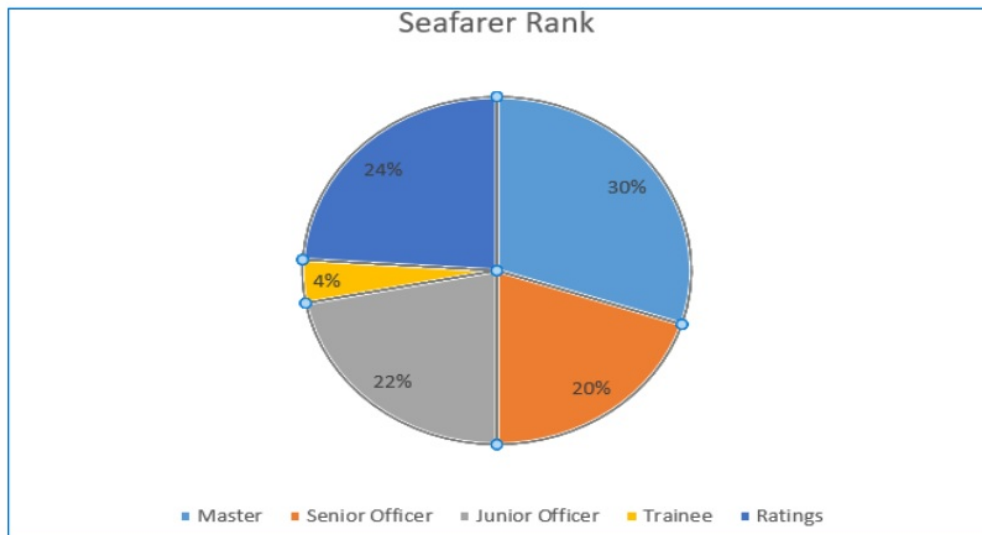


Figure 4.3. Details of Seafarer Rank

SN	COMPANY	Number of Ships Managed by them	Total Number of seafarers employed by Company	Natioanlity of Seafarers	Number of Crew Extended their contact	Number of crew completed their contract	Number of crew exceeded 12 months coninuous service
1	A	150	5000	Indian	0	0	0
2	B	55	1500	Indian	6	22	2
3	C	300	12000	Indian,Filipino, Chinese,Vietnamese, Sri Lankan, East European	3600	30	0
4	D	102	5300	Indian	827	1300	37
5	E	19	450	Indian	50	175	0
6	F	1	6	Indian	6	0	0
7	G	22	650	Indian, Ukrainian, Sri Lankan, Bangladeshi, Egyptian, Morrocan, Filipino	80	110	0
8	H	9	200	Indian, Bumese, Pakistani	27	37	0
9	I	515	11000	Indian Filipino Chinese, East European, Sri lankan & Bumese	220	1038	65
10	J	8	300	Indian	59	78	0
11	K	122	3200	Indian Filipino Chinese, East European, Sri lankan & Bumese	240	120	0
12	L	2	25	Indian	5	0	0
13	M	150	6000	Indian Filipino Chinese, Ukrainian, Russian	1100	900	90
14	N	600	21000	Indian	2680	2308	0
15	O	12	1500	Indian ,Bangladeshi	100	80	0
16	P	146	5650	Indian	238	420	421
17	Q	17	800	Indian Bangladeshi, Mayanmari, Ukrainian	67	74	0
18	R	10	120	Indian	25	3	0

Table 4.1. Consolidated details of participant Company

The survey received an overwhelming participation of all stakeholders. 273 seafarers provided a response, of which 238 were Indian seafarers, 15 were Philippine, and 6 Indonesians, besides others from Bangladesh, China, Pakistan, Russia and Thailand. As regards the rank of the participants, 30 % of the survey responses were given by Master, and rest by all other ranks. 66.7% of respondents were serving on board during the research survey, 31.6% were at ashore and balances were working in office or in leave/vacation. 61.9% seafarers were working in a tanker, 21.9% on bulk carriers and the remainder were serving on other types of ships. A total of 18 companies responded and amongst them employed 21000 seafarers on various types of ships. Six administrations responded to the survey.

All the responses of seafarer, company and administration were recorded and analysed for shore leave, repatriation and medical care.

4.4 Shore Leave

4.4.1 Shore Leave Availed, Granted

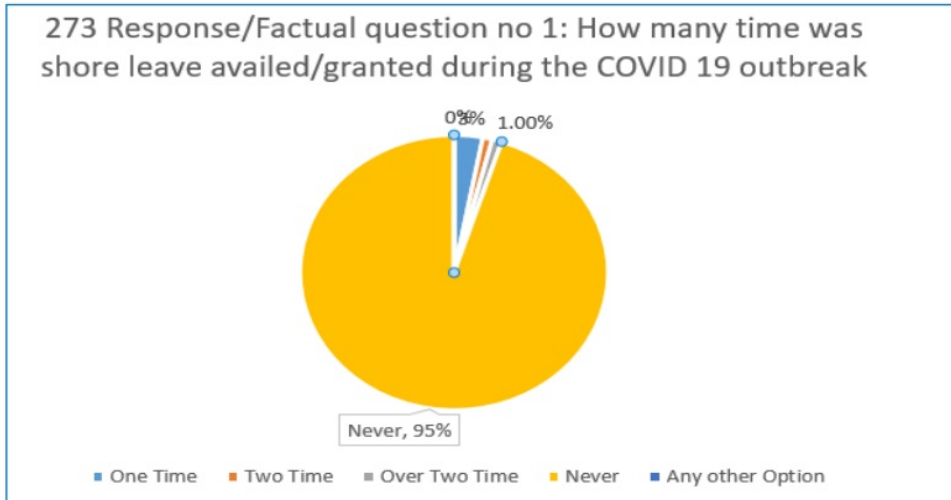


Figure 4.4. Shore leave availed during COVID-19

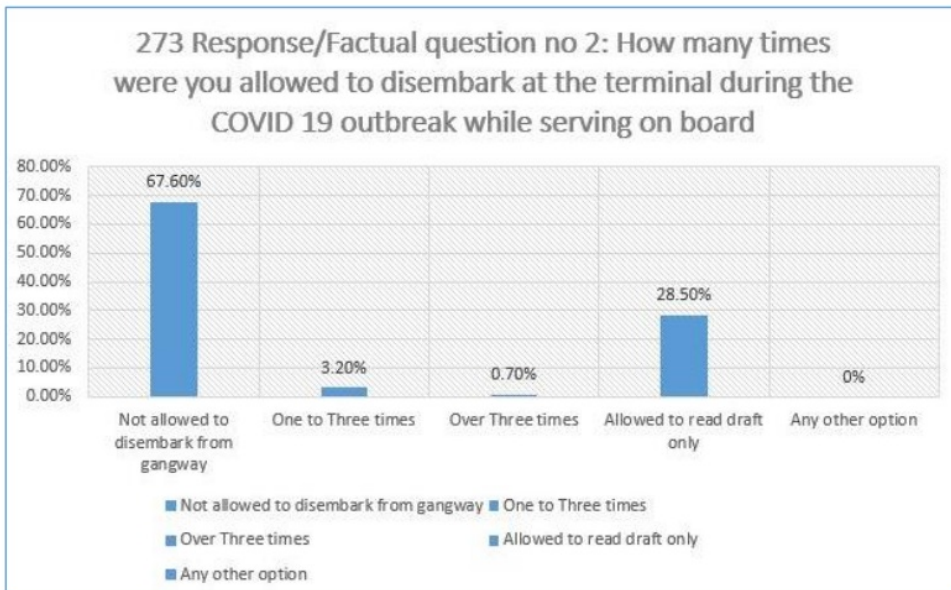


Figure 4.5. Disembarking at the terminal during COVID-19

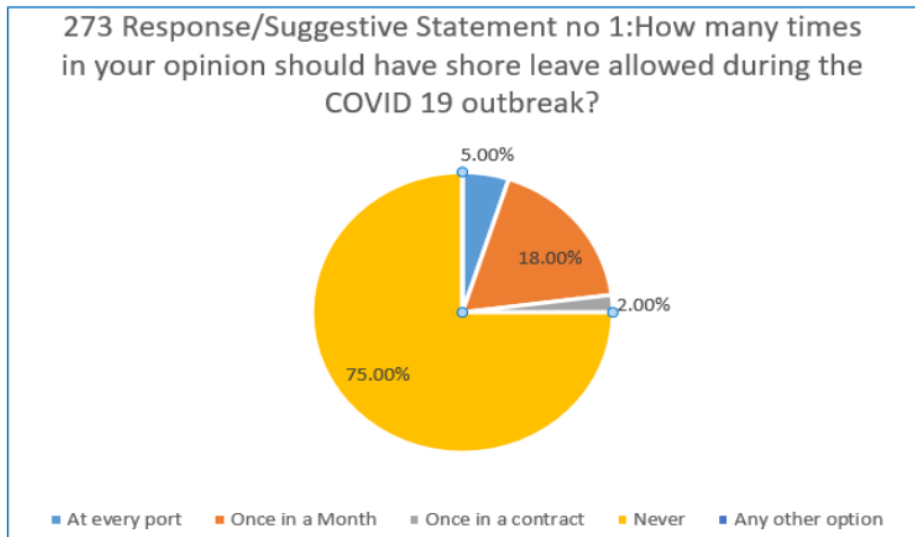


Figure 4.6. Minimum expectation of Shore leave during COVID-19

During the pandemic, 95% of seafarer’s participants were never allowed shore leave. A meagre 3% seafarers were allowed once and 1% each were allowed two times or over two times. 67.6%, seafarers could not even disembark from the gangway while 28.5% seafarers managed to disembark for reading draft only. Restrictions were imposed by the terminal, port, owner, or company. On the other hand, a majority of the participants i.e. 75% seafarers did not wish to avail shore leave in the pandemic situation due to high risk of contagious disease and also believed that there is a major risk of contracting the disease if shore leave is allowed.

It is evident from the survey that the shore leave during the COVID-19 was strictly prohibited from all ends. It is equally true that in the lock down duration, the common man in the city and port area was only allowed for their essential routine works and social distancing was imposed. Therefore, the same norms would have been made applicable to the seafarers

It is understandable that for the safety of seafarers, the denial of shore leave was required due to the COVID-19 pandemic situation, and seafarers greatly accepted it. However, few seafarers of different ranks also suggested that, the complete denial of shore leave was not at all required in the name of the safety.

An Indian Master sailing on board said that,

“Minimum human association is required during this Pandemic. It is important that shore leave is not allowed during this time as will increase the risk of spread”. (Capt-4)

Few seafarers mentioned that conditions on board are stressful, fatigued, unhappy and difficult time due to no shore leave provided by any country. After all, 25% were not happy that shore leave was altogether curtailed. One Indian second officer sailing on board had the following statement to offer,

“Overall experience on board is very stressful, fatigued and unhappy due to fear of Covid-19 outbreak as no shore leave is allowed at any port of call”. (2Off-2)

One of the second officer sailing from Indonesia mentioned that,

“Experience during Covid-19 is harder than before, as we know seafarer already far from home & off course family, now we are facing COVID-19 without shore leave just stay at ship for long time; I think all seafarers agree shore leave is the best way to refresh our mind from a lot of jobs and paper work from vessel”. (2Off-10)

One of the Chief engineer on leave was more balanced in his opinion and mentioned that,

“I understand that shore leave is important in a seafarer's life to help him carry out his work more effectively and efficiently but I also do understand that it in times of Covid-19 there is a possibility of contracting the virus during a shore leave. That would endanger not only his own life, but also the lives of others who did not go ashore ”. (CEngg-10)

Remarks and survey result from the seafarer illustrate that seafarers were quite worried regarding the COVID-19 infection, and most of the seafarers accepted the restrictions.

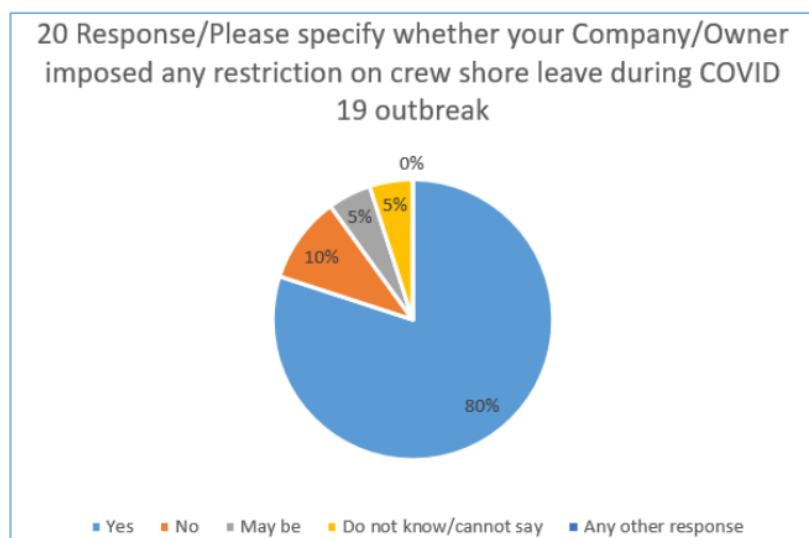


Figure 4.7. Company/owner restriction on shore leave due to COVID-19

80% of the surveyed companies had imposed restriction on shore leave due to the risk of infection on board.

Similarly, shore leave was not permitted in any of the participant Administration State due to fear of spread. Flag administrations and Port Authority followed up by issuing guidelines and notices about shore leave restriction on seafarers citing safety of seafarers and local people of the country due to pandemic outbreak.

A couple of administrations emphasised having adopted a prudent approach. One stated that:

“In effect, the question of shore leave, repatriation and medical care has been handled on a case by case basis. Taking your questions individually, shore leave has been prohibited in many of the heavy affected countries”. (Adm-1)

Another administration echoed the prudent approach in stating that:

“Licensed manning agencies are responsible in ensuring all the necessary documents and clearances of seafarers. They are providing the appropriate COVID-19 testing to its seafarers as well as food, accommodation and transportation. They are also coordinating the medical facility for the provision of appropriate treatment to seafarers who may test positive of COVID-19”. (Adm-6)

Another flag administration emphasised communication to IMO and stated that:

“Notices and circulars were issued to our fleet and published on the website. Circular is communicated to IMO as well”. (Adm-5)

A strict stance of one maritime administration was noted in their statement:

“Seafarer cannot leave the vessel when they come inside the port. They have to stay inside until departure. All seafarers who leave the vessel will be not admitted on board unless he shows negative test of COVID-19.”(Adm-4)

If we compare the results of the survey of seafarers and company and advice from the administration, it is largely in line with the protocol of WHO⁴, which is the best professional judgment for the safety of the crew.

⁴ WHO protocol-To maintain social distance and avoid crowded place.

Provided that no one on board is infected, risk of infection on board is lower than on land, so granting shore leave should be carefully considered after taking full consideration of the wellbeing of crew (EU, 2020).

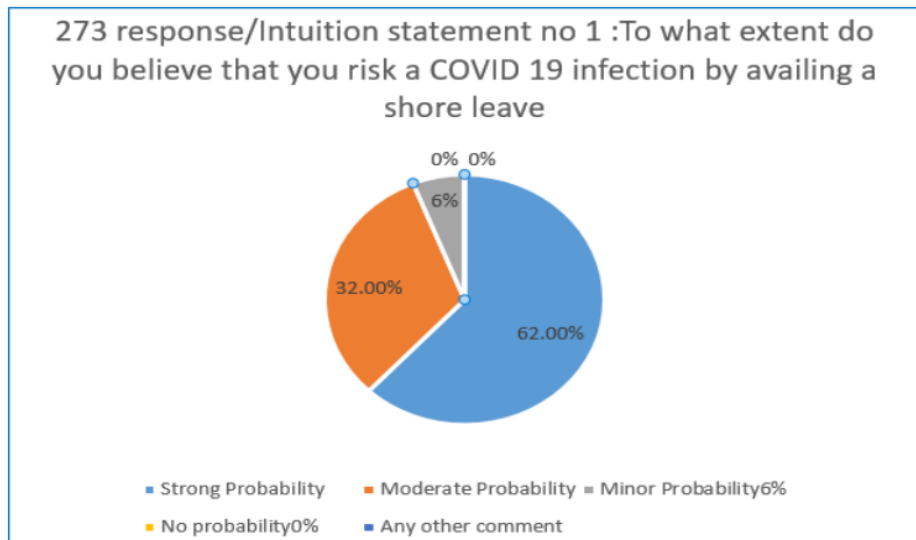


Figure 4.8. Risk perception of infection by availing shore leave

The results of the survey indicate a strong risk perception of infection if shore leave were to be availed by the seafarers. 62% suggested a strong probability of suffering an infection besides 32% who feared a moderate probability.

A counter-argument is, however, provided by one of the masters who stated that:

“If risk assessment is done prior stepping ashore and precautions are taken as per RA, there will be a minor to moderate risk of infection”. (Capt-47)

While the world is fighting Covid-19, WHO issued an advisory for social distancing and lockdown (WHO, 2020). As brought out earlier, IMO also issued COVID-19 notification and various circular for guidance to the seafarer (IMO, 2020). The response received from the survey participants appears to be in line with the WHO advisory of maintaining social distancing and stay away from crowded places.

4.4.2 Effect of Shore leave

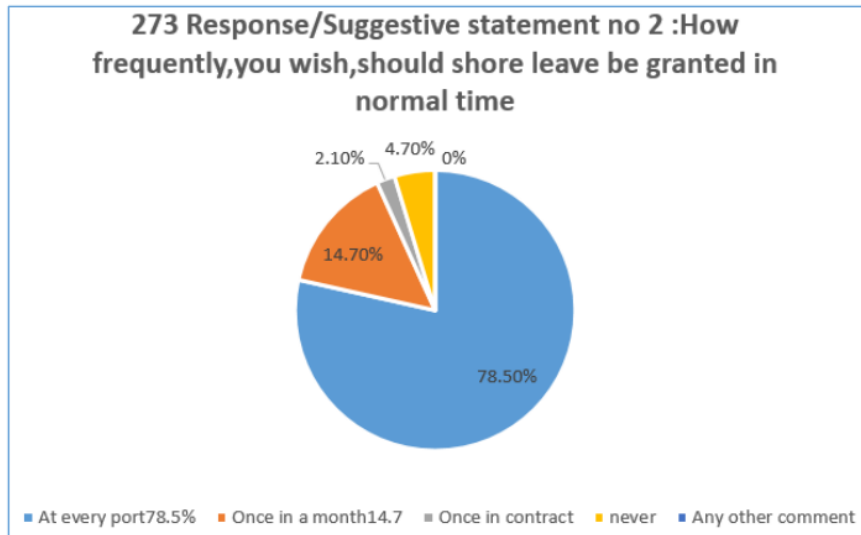


Figure 4.9. Shore leave at normal time

In order to gain a holistic perspective, the seafarers were queried on their expectation of shore leave in normal circumstances. It was revealed that 78.50% expected shore leave at every port of call and 14.7% would be happy with shore leave once in month. As per figure 4.9, there is also a small proportion of “hardy” seafarers (nearly 7 in every 100) who will remain motivated with possibly one shore leave during their entire contract period or none at all.

Overall, the results indicate a clear preference for shore leave during normal times. Most ships call at port once or twice in a month, whence shore leave needs to be arranged for the seafarers. The Collective Bargaining Agreement or MLC 2006 rule is to safeguard the seafarer rights of shore leave and provide compulsory guidance to company, owners, flag State, ports, terminals, authorities, and seafarers. MLC regulation 2.4 clearly stipulates that seafarer is to be granted shore leave. IMO has been emphasizing the importance of shore leave to the member States. The ILO has its MLC 2006 requirements, and these are being guided to all concerned parties.

Although the survey suggests that in normal times, majority of the seafarers want to avail shore leave at every port, the survey also brought out that COVID-19 has diminished the shore leave expectation considerably and seafarers are reluctant to proceed on shore leave due to the imminent risk of infection.

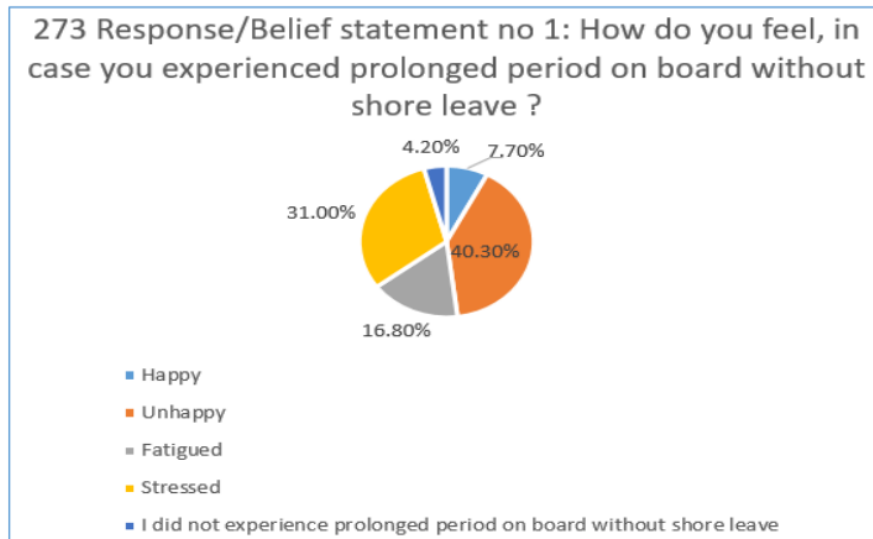


Figure 4.10. Shore leave denial experience

As a corroboration and amplification of the question on shore leave expectation, seafarers were asked how they felt of their prolonged period on board without shore leave. 40.3% stated that were unhappy, and a further 31.0% were stressed alongside 16.8% felt completely fatigued. Overall, other than the 7.7% “hardy” seafarers who believed that they were happy regardless of circumstances, an overwhelming 88% seafarers were visibly negatively impacted by absence of shore leave. This is a very significant finding of the study and confirms the concerns being raised in several quarters since the outbreak of the pandemic.

Incidentally, on account of heightened risk perception of contracting a COVID-19 infection if shore were to be availed the sampled seafarers also expressed reluctance to proceed for shore leave during the pandemic. This is a double whammy of sorts for the seafarer; prolonged stay on board brings unhappiness, fatigue and stress yet stepping ashore is not an option due to heightened risk. A proverbial catch-22 situation indeed!

The catch-22 situation was further compounded by extension of contract with no possibilities for timely repatriation. The remarks of one-3rd officer succinctly illustrate the plight:

“There is no signs of repatriation, and not allowing shore leave directly constitutes to mental health of the seafarer which is leading to mistakes even in small work. The brain has stopped working and senses are not in places to do even a basic job”. (3Off-6)

Experience indicates that such adversely impacted seafarers may lead to failure to comply with Safety Management System requirements besides violation of MLC, 2006

Convention. The human mind must be psychologically fresh and stable to perform any critical operations on board the ship; else, resultant human error may affect the safety of the vessel and cause financial loss due to incident or accident.

As indicated by the survey results, absence of shore leave impacted both, quality of work and perceivably, the health of seafarer. 39.6% reported being moderately effected with another 22.5% reporting minor effect against only 16.8% expressing confidence in the fact that they were not affected by denial of shore leave. The adverse effect on health was reported to be on a similar scale with 31.0% suggesting moderate effect, 25.4% minor effect and 26.4% having felt no effect. It appears that the companies are mindful of the adverse impacts. It was seen in the response from companies that 65% have provided additional entertainment facilities although 25% companies have taken no interest in the matter.

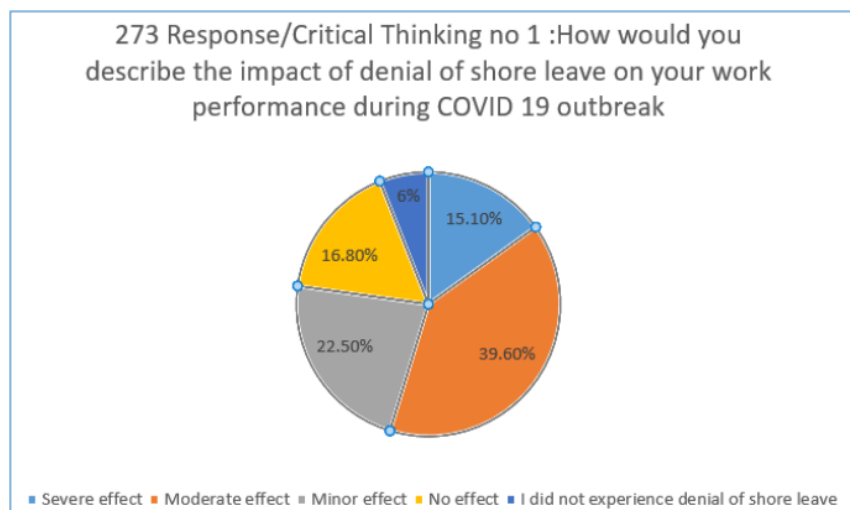


Figure 4.11. Impact of denial of shore leave on work

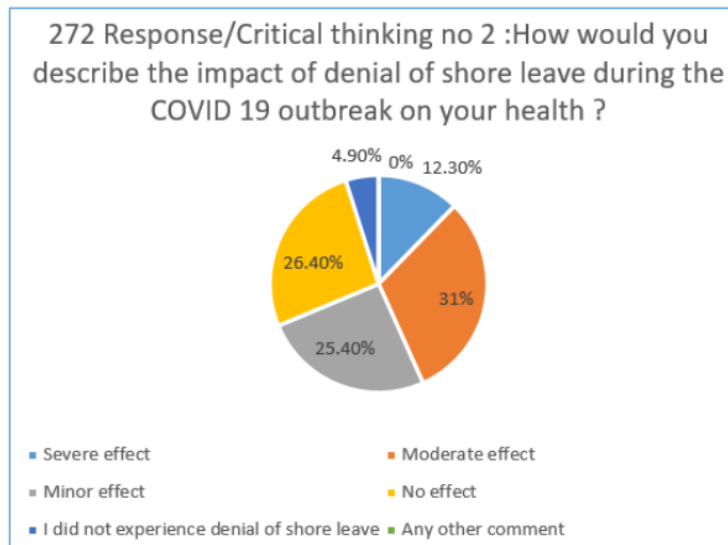


Figure 4.12. Impact of denial of shore leave on health

Overall, the survey results reflects that the requirements of the shore leave and repatriation of seafarers during COVID-19 remained a major issue.

4.4.3 Permitting Adequate Shore Leave

With the rising danger of piracy and terrorism, nations around the globe are limiting seafarer from going ashore at ports. Shore leave is a method to break the outrageous tedious schedule followed on board, in port and during days of persistent sailing. Human rights organisations have also expressed concern that seafarers are unable to disembark from ships at port due to lock downs and working under expired contracts (Human rights & Business, 2020).

Diminishing shore leave is incredibly influencing the seafarer’s psychological well-being. Although means are being adopted to expand the duration of shore leave, seafarers frequently face long voyages without a solitary day of shore leave at ports. This is genuinely a tragic state. Shore leave is the privilege of each seafarer and permitting them sufficient will in the long run increment the general efficiency of work on ships.

4.4.4 Need of Shore leave and repatriation

We need to discuss the root cause of why the need of shore leave and repatriation for seafarer arises. Following on the earlier discussions in chapter 1, the below mentioned phases form a part of seafaring life (Ljung & Widell, 2014).

- (a) **Social Life.** An individual who joins the ship is suddenly exposed to confined area of ships with virtually negligible social life; negative effects of frustration, loneliness, nostalgia begin taking a toll on them.
- (b) **Family Distancing.** Toughest situation arises when the seafarer on board does not have a family with them and it creates an emotional imbalance in life. Some are newly married and miss the precious moment of spending life with a loved one. During the illness of a family member, seafarers are helpless and anxiety causes a serious issue with mental health.
- (c) **Work Pressure.** With progressive introduction of increased maritime regulations coming up every year, the life of a seafarer is becoming progressively laborious, monotonous, and hectic. Increase in administrative work, propelled by preparing rules, new codes, and thorough security and ecological laws have made the lives of seafarers' tough.
- (d) **Mental Health Conditions.** Absence of shore leave, fear of job criminalization, fear of occupation misfortune and partition from family may make sailors mentally sick.
- (e) **Personal Family Problem.** Seafarers are not available and unable to assist when there is a problem or difficulty at home. This is extremely frustrating and leads to stress and anxiety. It is very difficult to work when physically present on board and mentally at home.

Seafarers live and work under more testing conditions than the human on land. They are presented to a domain that stays with them every minute of every day for the length of their residency on board the vessel. This insight tends to a portion of the key issues that influence their emotional well-being each day of their working lives while they are sailing on the vessel. A few components can be controlled and others cannot. Recognizing what can be controlled gives a chance to roll out the positive improvements.

4.5 Repatriation

Covid-19 situation changed the whole domain of repatriation. The repatriation of seafarers were severely affected. ITF has done extensive study on the crew and its repatriation. One ITF (2020) remark in particular reveals a rather grim reality:

“The International Transport workers Federation (ITF) estimates that there are now approximately 300,000 seafarers trapped working abroad ships due to the crew change crisis caused government Covid-19 border and travel restrictions, and an equal number of unemployed seafarers waiting to join them who are ashore. That makes 600,000 seafarers affected by this crisis”.

Media reports captured a rather diverse range of issues surrounding the repatriation of seafarers. Shipping community had to go extra mile to solve the crew change crisis, as there is negligible support from the flag states (Gemma, 2020) although crew change was slightly easier at places where flights are operating (Walia, 2020). Within the community, ship-owners reportedly faced lack of cooperation from many charterers for disembarking the crew (Nigel, 2020). Meanwhile, ICS warned that the industry could not afford to lose the faith of government (Nick, 2020). In this context, this research survey helps to bring forward the ground reality.

4.5.1 Effect of COVID-19 on Repatriation

As regards repatriation, the survey reinforced the widely prevailing narrative on absence of opportunities for repatriation with only 14.5% of the participants being repatriated timely after contract completion. 11.6% suffered one to two months delay, 10.9% three to four months and 3.3% were repatriated only after four months of contract completion. Bulk of participant’s contract were extended due to COVID-19. A cause for serious concern is the fact that 26.9% of participants stated that their contract was extended “by force” against 25.50% who confirmed having accepted an extended contract of their own free will. 7.6% participants’ contract was extended by over 12 months.

The rampant extensions are despite MLC Regulation 2.5 clearly stating that no seafarer will be employed beyond 12 months. More than half of the seafarers on board during COVID-19 had their contract extended, either willingly or unwillingly. It implies that the company or authority negotiated with these seafarers so that they can be utilized for some more time, which in a way buys them time to coordinate with the all concerned parties for the repatriation.

273 Response/Factual question : Could you please specify when you were repatriated during COVID 19 outbreak

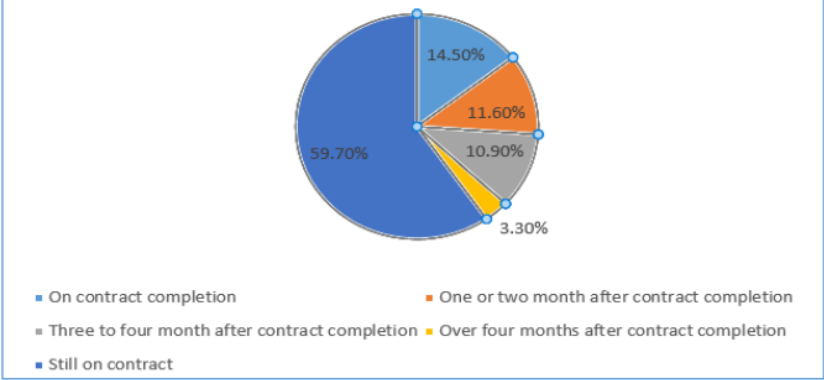


Figure 4.13. Repatriation during COVID-19

Was your contract extended due to the onset of COVID 19?
281 responses

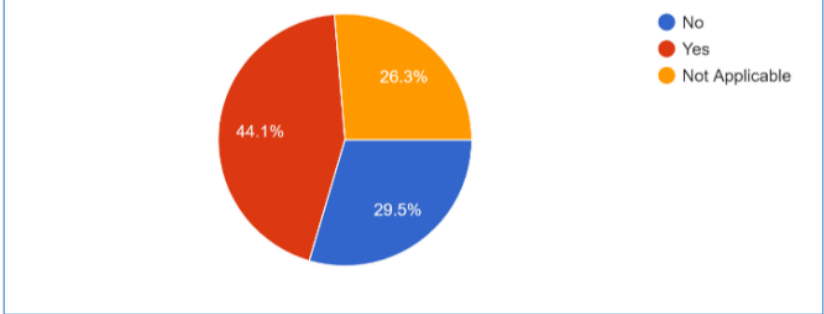


Figure 4.14. Extension of contract due to COVID-19

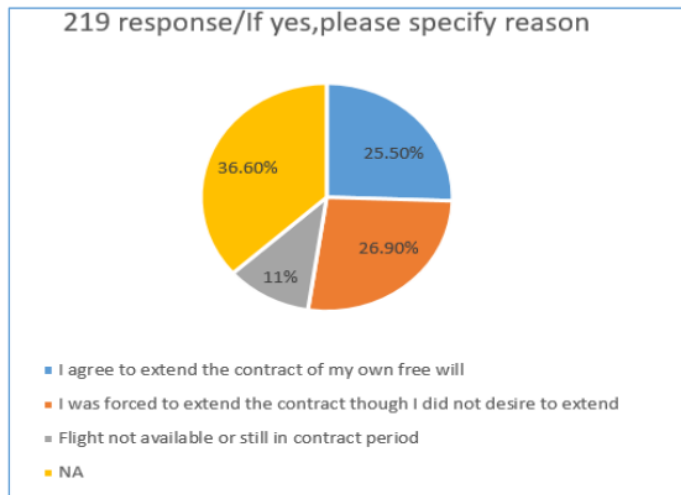


Figure 4.15. Reasons for extension of contract



Figure 4.16. More than 12 month stay on board

As per MLC regulation 2.1, seafarer has to sign Seafarer Employment Agreement (SEA) and according to WMU Professor Laura Carballo (2020),

“SEA is a contract. It cannot be extended if the seafarer does not want to. A seafarer has the right to repatriation once the contract terminates, or simply, (s) he wants to terminate it for justified/compassionate reasons”.

The company responses (Table 4.1) reinforced the results of the seafarer’s survey. 2308 seafarers of one company completed their contract between 11 Mar 2020 and 31 May 2020, the highest figure among the surveyed companies. On the other hand, the highest figure of

3,600 seafarers of one company received an extension of contract as on 31 May 2020 solely because of the repatriation problem worldwide, and lockdown in various countries.

Even the Collective Bargaining Agreement does not recommend staying over 12 months. MLC 2006 standard A 2.5 allows maximum duration of service period less than 12 months. However, as per MLC regulation 2.4, maximum period should not exceed 11 months taking into account annual leave. 17.5% seafarer were forced to serve on board beyond 12 months, which is not a good sign for the industry. Another company revealed that 800 seafarers had exceeded the 12-month contract period as on 31 May 2020, which is a major setback for the system, Collective Bargaining Agreement, and MLC 2006.

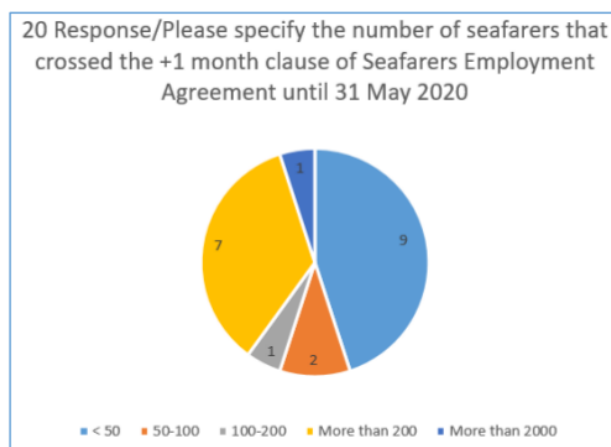


Figure 4.17. Seafarers exceeded one-month clause

The survey suggested that almost all participating companies had the crew on extended contract (Ref table). One company managing 600 ships had 2,680 crew on extended contract. One company had close to 421 crew with 12 months' continuous service on board. 45% of the companies reported over 50 seafarer crossed the + 1 month clause of seafarer employment agreement (SEA). One of the company had as many as over 2000 seafarers crossing the + 1 month clause of SEA.

Seafarers felt helpless and clueless on the fate of their repatriation as there was no firm action initially until IMO, ITF and other bodies started giving directives to the owners and managers for crew repatriation. Crew of two ships in Australia refused to sail due to non-repatriation of seafarers and congesting Australian port due to worsening crew change (News M. I, 2020).

Seafarers who have completed over 1 month of the contract period are not mentally prepared for the further stay on board, which severely reflects on the performance of work. Mental fatigue plays a major role in the condition of work.

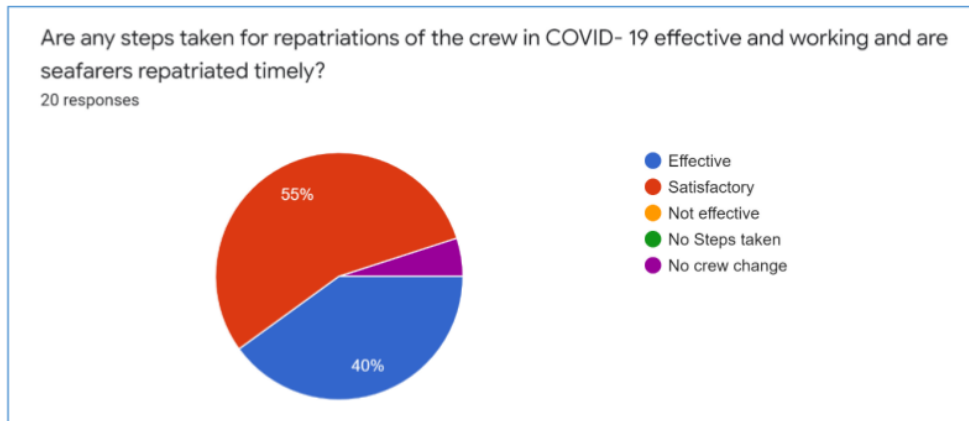


Figure 4.18. Timely repatriation by company

The results of company survey suggesting 55% satisfactory outcome and 40% effective for repatriations stands in contrast to the wider belief in the maritime fraternity, and certainly not matching with the seafarers’ response. Repatriation Plans were reportedly worked in a timely manner, yet, 80% companies had to provide additional budget for repatriations although most companies could not ascertain the exact increase in budget amount. One company, however, stated that there was no limit to the budget for repatriating crew.

The ITF-National Union of Seafarers of India (NUSI) CBA, Article No. 19 Repatriation/ Embarkation deals with the repatriation of crew on board. In addition, other agreements like BPMS (British Petroleum Marine Services) Seafarer’s Employment Agreement, Clause no. 1 addresses the repatriation matter and Clause No. 3.1 Tour of Duty states, “The Company shall not extend a tour of duty beyond the Scheduled Tour Length without the prior agreement of the Officer, such agreement not to be unreasonably withheld”.

In response to the invitation in the survey to provide suggestion, recommendation, or advice for COVID-19 situation one company stated that,

“Shipping being most essential service in the global interest, at large, a separate channel of international travel may be developed in consultation with Aviation Industry to facilitate seafarers uninterrupted Sign-off / Sign-on”.(Comp-4)

While this suggestion addresses a burning issue for the maritime industry, implementation is easier said than done. Nevertheless, all participant administration reported adopting special measures to facilitate smooth repatriation for seafarers and concurrently taking liberal approach to extension of SEA while issuing circulars, guidelines and advice to all stakeholders to maintain the seafarer's welfare.

One administration stated that:

"The Administration has issued our COVID-19 Contingency Measures Circular. Flexibility is extended for those ship-owners and seafarers who require an extension to seafarer agreements for up to six months in full accordance with the agreement of both parties concerned".(Adm-1)

Another flag Administration stated:

"Facilitated crew changes in Indian ports, dedicated cruise vessels coming towards India to repatriate seafarers, facilitated commercial special chartered flights for controlled crew changes".(Adm-3)

This has helped in repatriating seafarers. Initially only Indian national seafarers were allowed to embark and disembark and later foreign national seafarers were also allowed to disembark and repatriated (Mathew, 2020). Mathew (2020) wrote

"The latest data released by the DG Shipping suggested that crew changes at Indian ports were accelerating. Between 23 March 2020 and 21 July 2020, a total of 27,266 crew change activities have been performed at various Indian ports, with 18,969 off-signers and 8,297 on-signers".

"In addition, Indian seafarers are increasingly using chartered flights to return home or join their employment. Doha Port in Qatar has seemingly become a focal transit point for Indian seafarers seeking chartered flight options".

4.5.2 Problem of Seafarer Repatriation and Effort by Stakeholders

The perspectives of seafarers on the repatriation and efforts of stakeholders are quite revealing (Fig. 4.19).

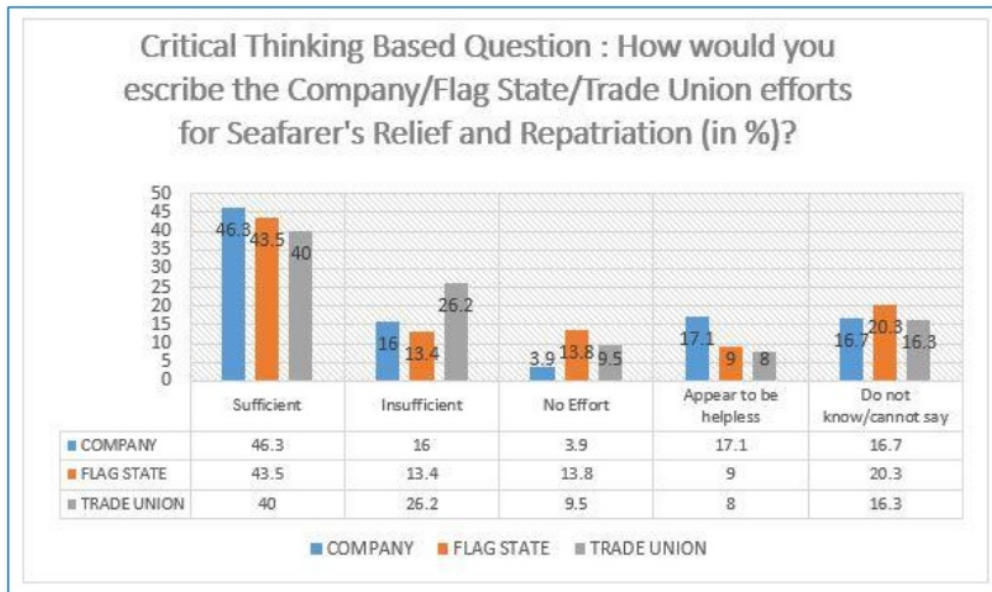


Figure 4.19. Seafarers' opinion on the efforts by Company, Flag State and Trade Union for their relief and repatriation.

The company is expected to act appropriately to resolve the issue, which includes consulting the concerned authority for the repatriation matter. However, opinion was split, and only 37% seafarers felt that the efforts by the company were non-existent, insufficient, or the company appeared to be helpless.

COVID-19 presented a grave situation for the entire world. Member States could and have collaborated in their efforts through the IMO for adopting special provisions for relief and repatriation of seafarer. As such, flag State has a greater role to play in ensuring the smooth repatriation of seafarers under jurisdiction. The research survey indicated marginally better sentiments on part of the seafarers towards the flag administration as compared to the shipping companies. While opinion was again divided, 36% opined that effort is non-existent, insufficient, and required immediate attention on their role.

Perception of efforts by Unions also showed almost the same trend as that of flag State. Unions are the assisting body, which can help the subject to resolve efficiently. They can arrange resources for the common interest of seafarers to repatriate whenever it is essential.

Overall, whereas 40% of participants were satisfied with flag State, company and trade union effort, more than 20% felt that efforts were lacking.

One of Chief Officer on leave stated that:

“IMO, flag states, unions and other organisations should proactively work together to address seafarers welfare specially repatriation. My view, it looks companies have a monopoly, not bothered about welfare. It’s more on papers and ground reality is different”.
(COff-11)

One sailing deck rating stated that:

“The overall experience has been mixed due to sad state of pandemic and no sight of on time sign off but a ray of happiness of self and family member being happy and ability to provide with financial support during job cut in various fields”.(Rat-4)

IMO (2020) reported that:

“As of early July 2020, it is estimated that at least 200,000 seafarers require immediate repatriation, with many more serving on extended crew contracts who are overdue to return home. A similar number of seafarers urgently need to join ships to replace them”.

Crew changes are essential to comply with international maritime regulations for safety, crew health and welfare, and employment”.

The two foregoing statements from seafarers illustrate the problem and ineffectiveness of stakeholders. IMO also issued a statement regarding the problem and urged member States to address the problem. Flag states or Administration in turn issued MS Notices, advisories, orders and circular with detailed instructions to companies or ships under jurisdiction. IMO, ILO and flag State endeavoured to give due importance to repatriation.

In this context, the statement of one company is pertinent:

“The various port states must co-ordinate and agree for a special arrangement like visa, flight operation approval. IMO shall take facilitating role in this”. (Comp-13)

Despite all endeavours, the fact remains that crew are stranded and await relief and repatriation, and needless to mention, they remain under tremendous pressure.

4.5.3 Change of Crew by Deviation of Vessel

In the research survey, majority companies wrote that they diverted vessels for crew change. The number of vessels diverted varied between 21-30 (5%), 10-20 (15%) and less than 10

vessels (40%) with remaining 40% reporting nil diversion or no requirement, which should be treated with caution. Over 50 crew were changed by 25% of the companies. Majority agreed that owner and charterer were also supportive for diverting the vessel for crew change that steps taken for repatriating seafarer are working effectively. Challenges to repatriation of the crew were primarily faced due to lockdown in various countries.

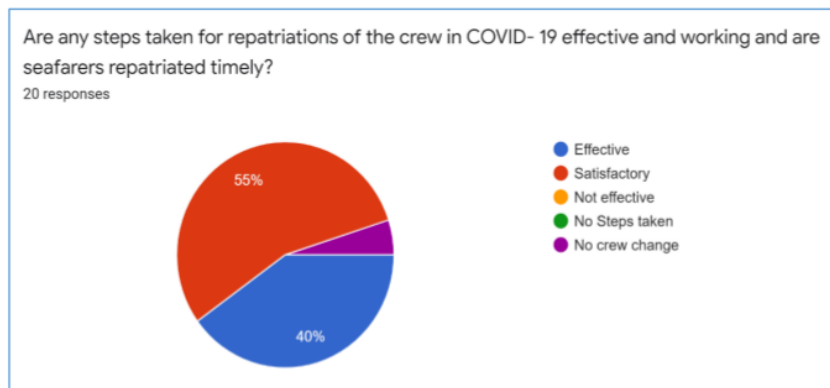


Figure 4.20. Steps taken for the repatriations of the Seafarer

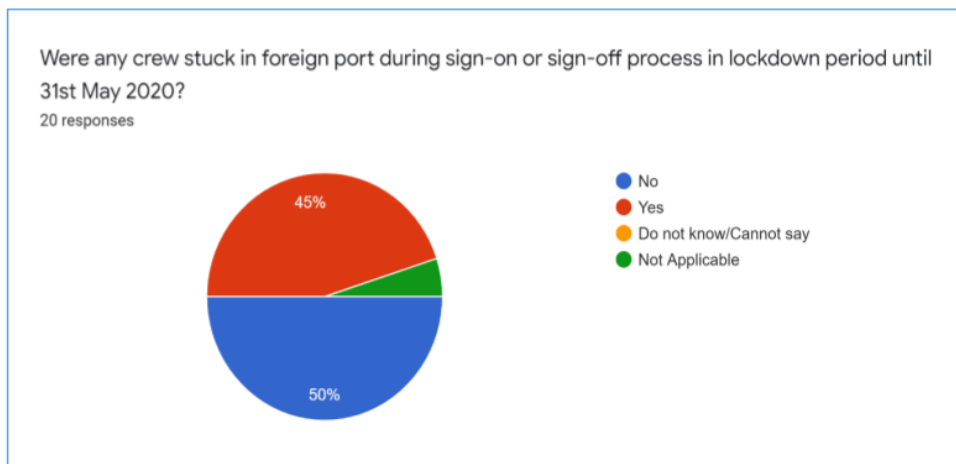


Figure 4.21. Seafarers stranded at foreign port during lockdown

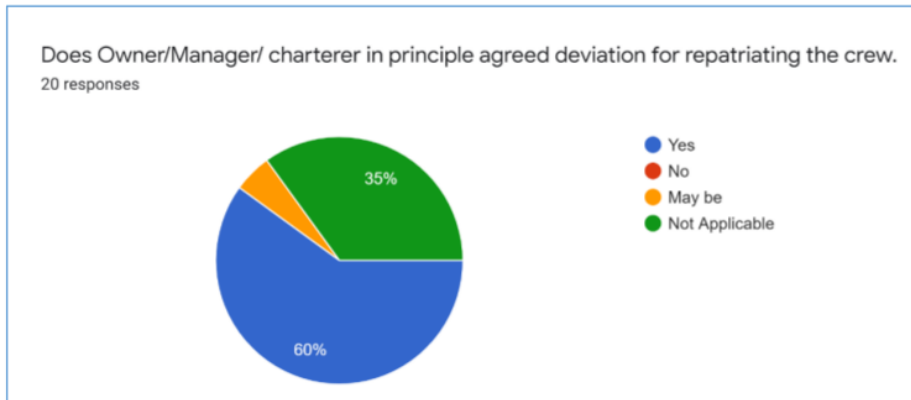


Figure 4.22. Deviation of the vessel for repatriation

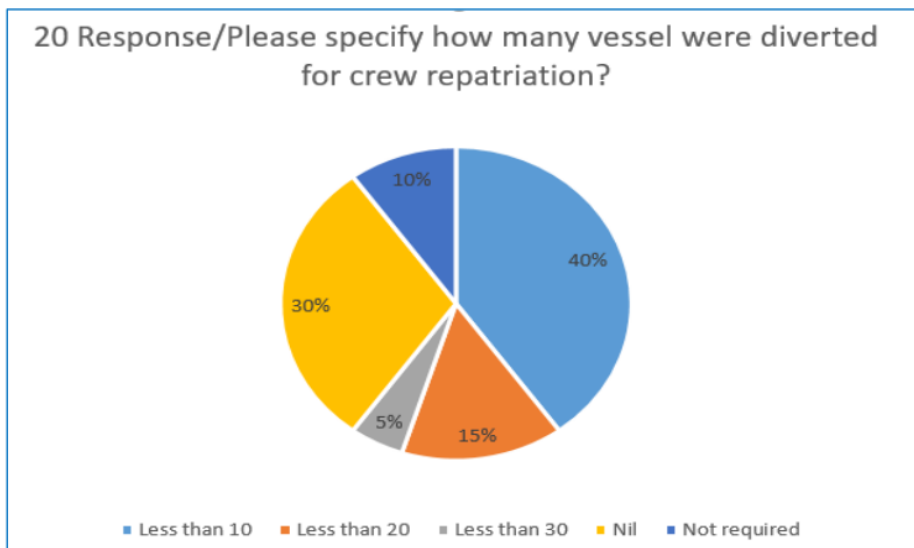


Figure 4.23. Percentage of diverted vessels

One master from India stated that:-

“As due to COVID-19 sign in and sign-off is very difficult. Seafarers are at ashore having difficulty for their livelihoods, and for those who on board have mental stress due to reduced number of sign off and no shore leave. Stresses can lead to a great downfall in their work efficiency and concentration. Which is very important at work. Hope these problems could not lead to any big and disasters to shipping industry”. (Capt-20)

BIMCO, meanwhile, moved to introduce new COVID-19 crew change clause in the time charter so as to facilitate deviation (BIMCO, 2020). Yet, 80% of companies accepted that

it was a challenge to send crew home due to lockdown. As regards the results of survey, the numbers of seafarers repatriated during the lockdown by diversion of vessel varied between companies from more than 50 crew (25% companies) to between 20 and 50 (15%), and the remainder (30%) repatriated up to 20 crew.

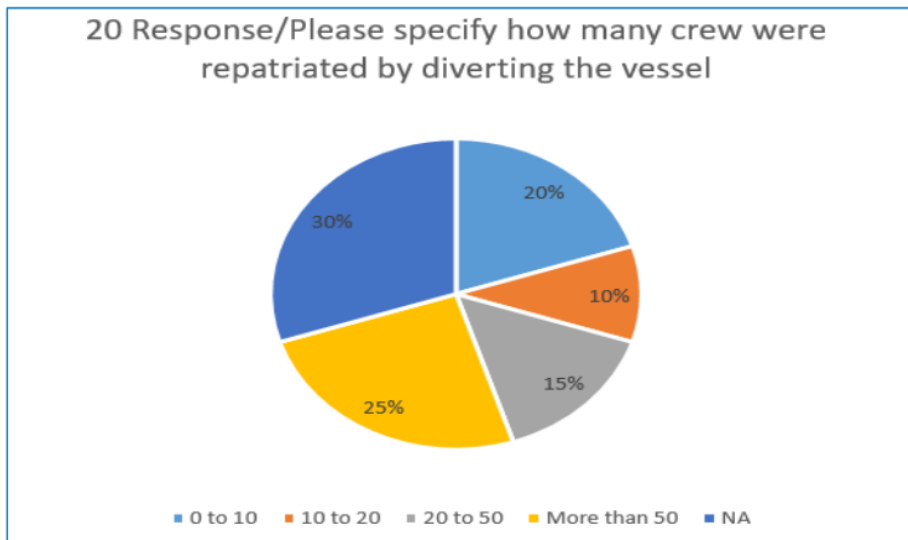


Figure 4.24. Percentage of seafarer repatriated due to diverting the vessel

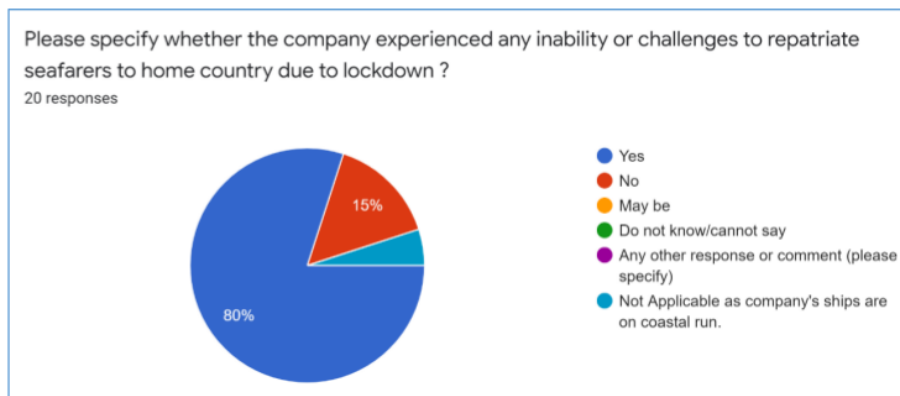


Figure 4.25. Challenges in repatriation

One company stated that:

- 1) "Ships coming to any Indian Port, company attempted to relieve Seafarers".
- 2) Since, Air travel was not in service, road transports were arranged to repatriate Seafarers from Port of Sign-off to their native".(Comp-4)

Another company stated that:

“Chartered flights, deviation have been undertaken. Families of seafarers are very concerned. They need to be updated regularly”. (Comp-2)

Yet another company stated:

“Vessel passing by from seafarer home country then vessel has been diverted to S/Off the due crew. This deviation was of approx. 400 NM, there were a lot of restriction from port authorities with related to charges and restriction. Some countries have put restriction that crew to land once vessel is in ports and vessel to depart only after crew departs, which is practically not possible due to limited number of flights and cancellation in the last minute. This is causing off-hire to vessel and additional cost to owners”. (Comp-14)

The aforesaid statement clearly brings out the economic costs to the ship-owners, charterers and operators and the administrative challenges in executing repatriations despite the best intentions. Survey report and statement from the company suggests that there is effort from the companies to relieve the seafarer as validated by figure 4.26.

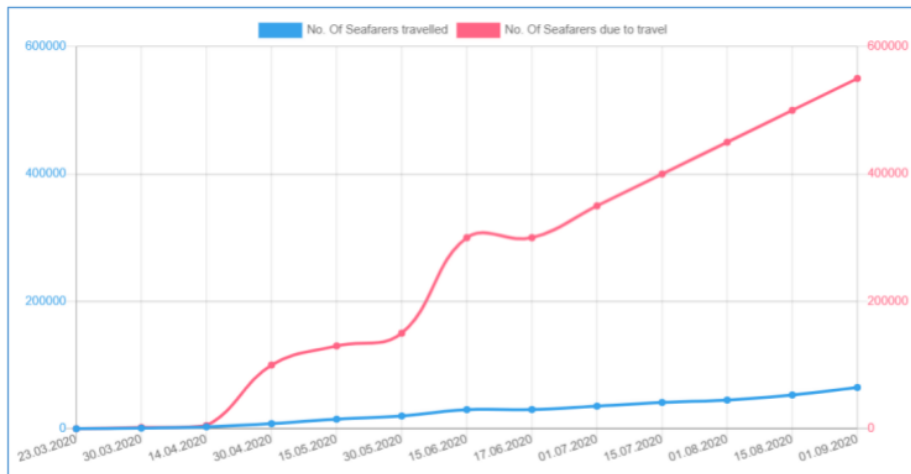


Figure 4.26. Company effort for repatriating Seafarer: Inter manager

4.5.4 Compensation in case of delayed repatriation

Any incentive or bonus by the company for the extended stay on board is well deserved and a great morale booster for the seafarer. Yet, 32% seafarers were not compensated for their extended stay on board. This is not a good sign in the favour of seafarer or company, which

will reflect in the end. However, 41% were compensated with a bonus or increment in basic or full wages. Appreciation from the organization could make the seafarers to stay longer with no hassle.

The company response mirrored the response of seafarers. 40% of the companies surveyed in the research have given increment in basic wages and another 30% given bonus although 25% have not given any incentive or increment, and balance were given prolonged service allowances or other compensations.

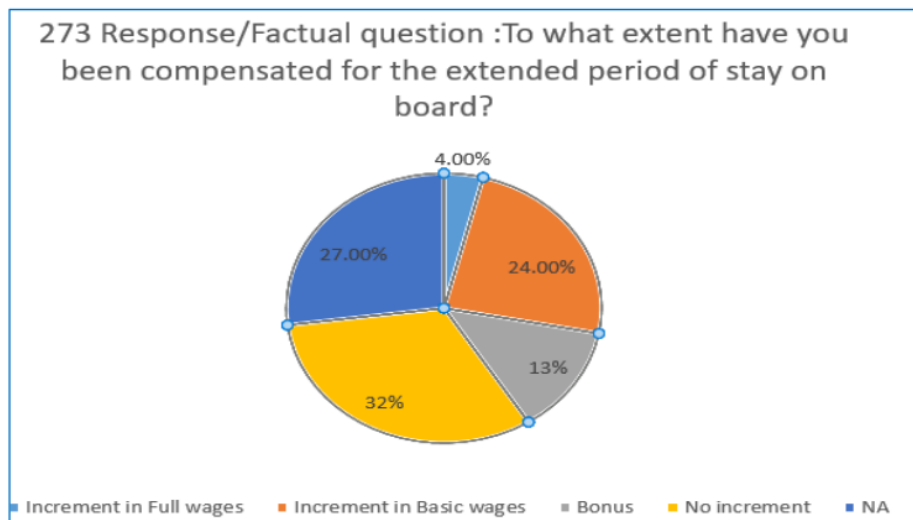


Figure 4.27. Compensation for the extended period of stay onboard

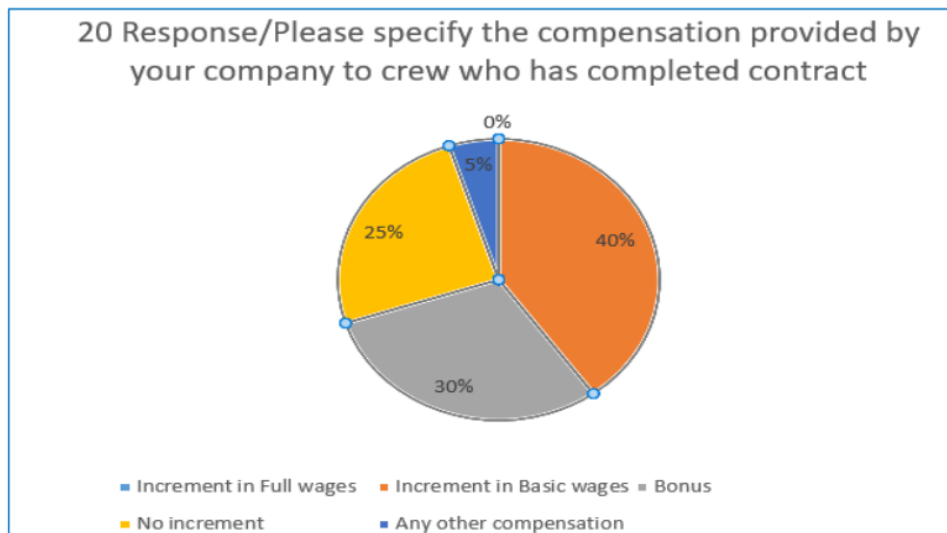


Figure 4.28. Compensation provided by company

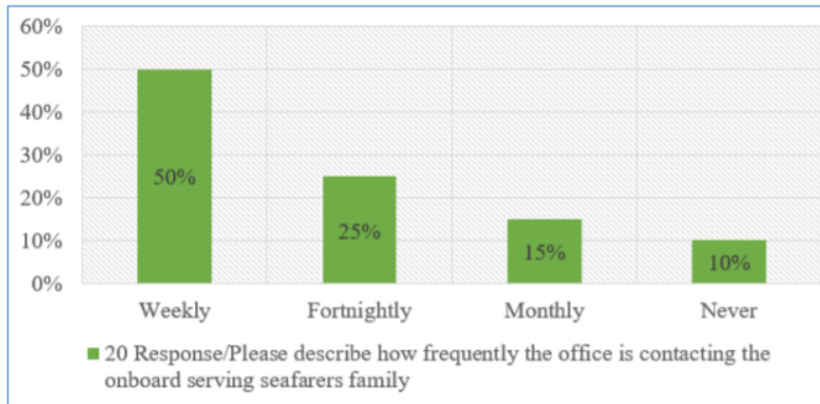


Figure 4.29. Contact with seafarer family

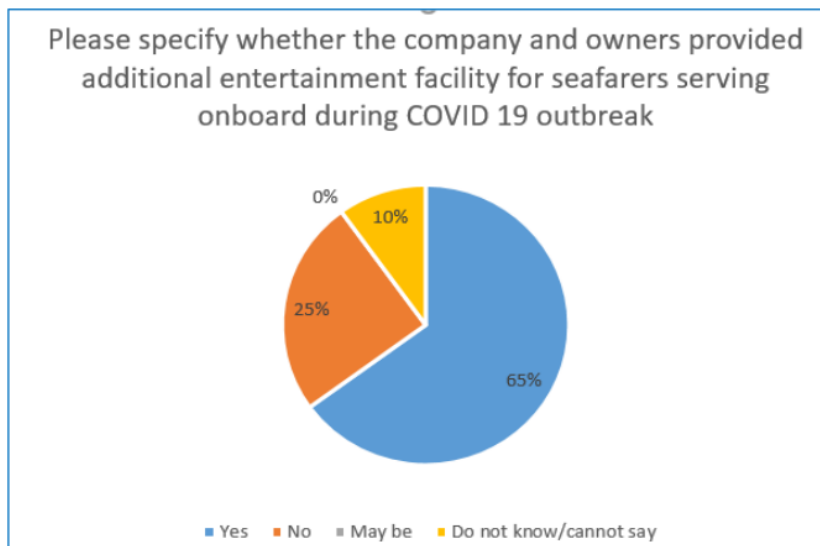


Figure 4.30. Additional entertainment facility for seafarers during COVID-19

Under the British Petroleum Marine Services (BPMS) Seafarer’s Employment Agreement clause,

3.1.1 If a tour of duty is extended beyond the Scheduled Tour Length at the request of the Company, then the Company shall pay the Officer a bonus at the rate of twenty percent (20%) of basic monthly salary calculated pro rata for the duration of any period served in excess of the Scheduled Tour Length.

If the company does not honour a clause for compensating extension of scheduled tour length then it is a violation of employment agreement. Figures 4.29 and 4.30 show that majority companies made an effort by not only granting compensation but also providing additional

entertainment facility on board and contacting the seafarer's family on a regular basis, which is truly heart-warming. The remainder of companies (25%) need to take a cue since failing to ensuring the welfare of their seafarers could have adverse consequences for the crew, and thereby the safety of the ship and the environment.

Few seafarers agreed that not relieving timely makes them fatigued and increases mental stress. One Master from India voiced the consequences of non-compliance while promoting rights:-

“Company should devise a plan with flag state for timely relief. As long contracts may result in fatigue, low output and chances of incidents will increase. Company should consider bonus for crew who has completed their contract”. (Capt-7)

The survey revealed an unhappy situation for both, the seafarers on board as well as on leave. One of third officer from India on leave said, *“Unable to join, in deep financial crisis with EMI defaulting”*. (3Off-3) A Chief Engineer from Indonesia on leave echoed similar concerns.

4.5.5 Level of Seafarers' Awareness of Regulations

The research survey suggests that only 69.9% could claim full awareness of the international rules and regulations pertaining to shore leave, repatriation and medical assistance while a quarter of the respondents (24.8%) indicated some awareness of the provisions. Members States, companies and seafarer unions make note of the fact that around 5% seafarers are not aware of their rights and, therefore, more vulnerable to deprivation. This is despite safeguards in the employment contract such as Article 35.1 in the ITF-NUSI CBA signed by every Indian crew before joining a ship regarding training of the crew, and clauses 8.3.8 and 8.4 in the BPMS SEA regarding policies, procedures and safety rules and regulations affecting his employment”.

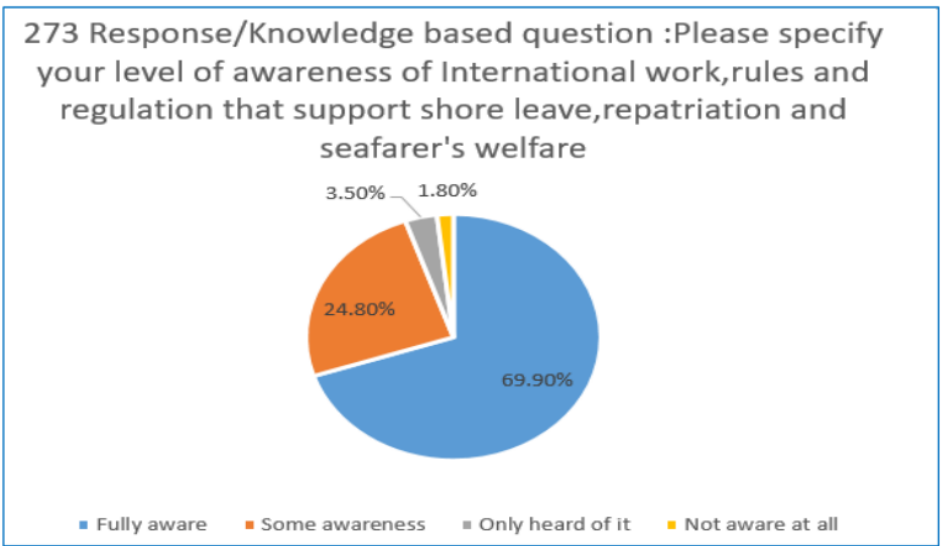


Figure 4.31. Seafarer awareness of instruments relating to their rights

4.6 Miscellaneous

4.6.1 Difficulty faced at Airport during Change of Crew

During COVID-19, one of the troublesome aspects related to repatriation has been the slew of safety measures implemented at airports around the world and hinterland, and the attendant challenges for seafarers. According to the survey results (Figure 4.32), only 10% of the seafarers experienced smooth transits and another 29% deemed the process acceptable. On the other hand, 14% recalled their experience being really troublesome and a third of the respondents opined that transit procedures and processes at airports were rather difficult. Industry faced the brunt of the issue with almost half the responding companies stating, “Crew stuck during sign on/off process at the Airport until 31st May 2020”. However, majority agreed that the steps taken for the crew stuck at airport were satisfactory and effective.

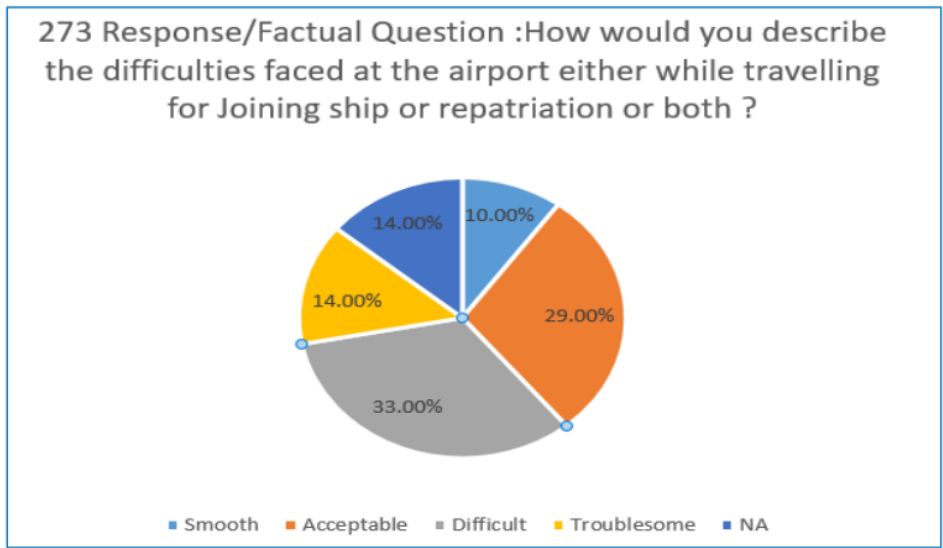


Figure 4.32. Difficulty experienced at airport during repatriation

4.6.2 Risk of Exposure during a Port Call

It is now almost the norm for the Port Authority to require a health Declaration and health Parameter for all crew prior to arrival of the vessel in port for the safety of the port, and country. One administration, which participated in the survey, reported having issued detailed SOP for ships calling at ports for various stakeholders. In one State, port stevedores were not allowed to meet seafarer. However, it is not mandatory in vice versa which means there are no specific preventive requirements or precautionary measures to be fulfilled by port authorities to ensure they are free from infection before they interact with the vulnerable seafarer. The seafarer does not have any assurance about the health of the boarding port authorities. This concern was reflected in the survey, wherein 56.2% believed that interactions with shore authorities posed a Major Risk and 32.8% respondents opined that it was a Minor Risk. The requirement for the ship's crew to interface with the port authorities during a port call consequently heightens their risk of exposure to COVID-19. Reciprocal, explicit precautionary health measures by port authorities, especially those who board ships would create a positive impact and assurance to seafarers besides risk mitigation or minimization.

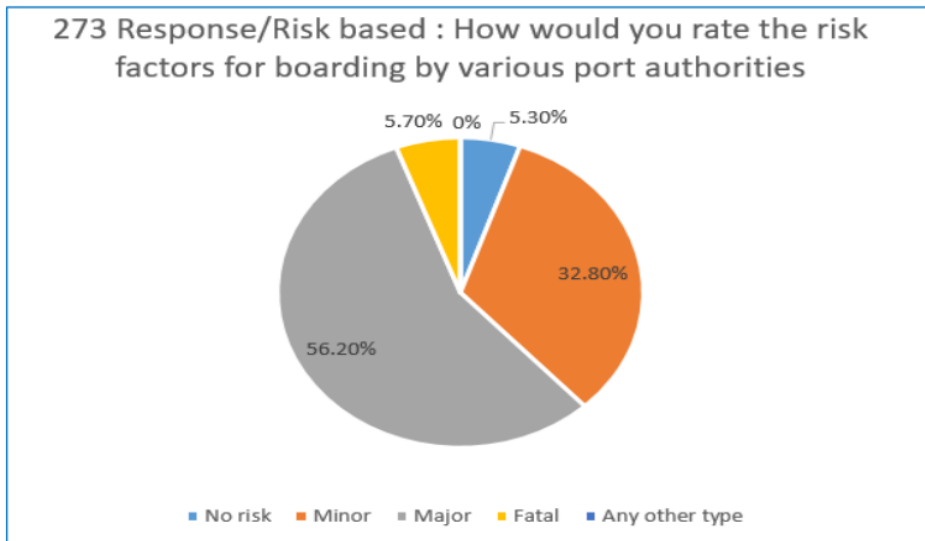


Figure 4.33. Risk factors on the seafarer by boarding of various port authorities during COVID-19

4.6.3 Personal Happiness Status of Seafarer during COVID-19

It is but natural that a majority of the people, including those on board ships are unhappy when a great pandemic impacts every sector of trade, and life. However, emotional support to each other and assistance by company, or administration can lower the stress level. Undoubtedly, COVID-19 took its toll on the state of personal happiness of the seafarer. Roughly, 55% of seafarers participating in the survey said that they were unhappy, or extremely unhappy (Fig. 4.34), which is not a good sign of the system. The onus lies on the Company, Administration and Flag State to mitigate the problem in an efficient manner, and to maintain the seafarers' happiness.

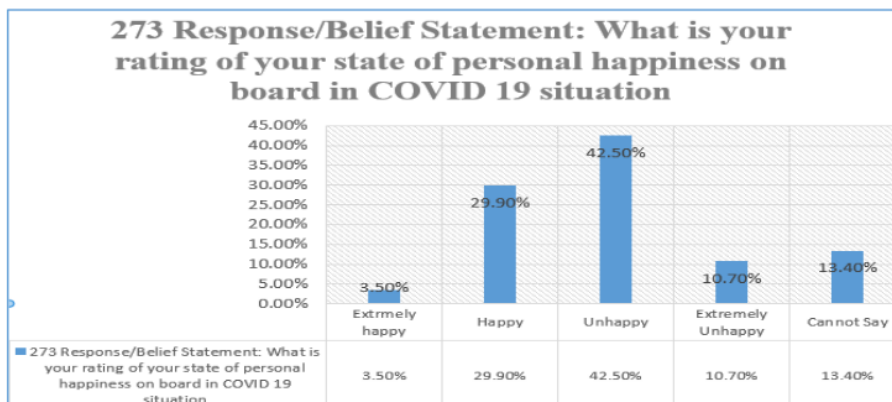


Figure 4.34. Status of personal happiness on board in COVID-19 situation

4.7 Medical Assistance

Availability of medical assistance appears to have been a collateral impact of COVID-19 to not only seafarers but also community at large. IMO recognised the gravity of the problem and its consequences for seafarers (IMO, 2020e).

IMO (2020) stated that

“There have been several cases of seafarers being denied permission to go ashore to receive medical care, despite presenting medical issues that were urgent but not related to COVID-19 and

Under ILO’s Maritime Labour Convention (MLC), port States must ensure that, seafarers on board ships in their territory who are in need of immediate medical care are given access to medical facilities on shore”.

On the industry side, majority of the companies have medical insurance cover, but additional insurance cover for COVID-19 was not available. Respondent companies did not have a medical emergency but majority of the owners/managers and charterers were prepared to deviate the vessel in case of medical emergency. One company had dealt with one case of COVID-19 positive crewmember.

4.7.1 Effect on Medical Assistance and Readiness for COVID-19

While vessels are equipped to deal with COVID-19 to the extent possible, access to medical assistance ashore when calling at a port emerged as a major challenge. In the research survey, majority participants agreed that their vessel was adequately equipped to deal with COVID-19 prevention and as such, 47.8% of participants did not experience any sick seafarer on board. None experienced COVID-19 infection to any of their shipmates sailing with them. However, 15.4% participants were of the view that seafarers were not provided with medical assistance ashore.

Entitlement to immediate medical attention when required is assured to the seafarer under CBA e.g. ITF-NUSI CBA Article 21.1 A besides the right under MLC 2006, Article B4.1.3. In this context, the 15.4% denial and deficiency in provision of medical care ashore is a matter of grave concern. Even if only one percent seafarers were to say that access was not provided to medical care ashore, it will not only have a significant impact on the other serving

seafarers, but also the future generation of seafarers who are willing to join the shipping. It would be great loss for the industry, where social security is not available.

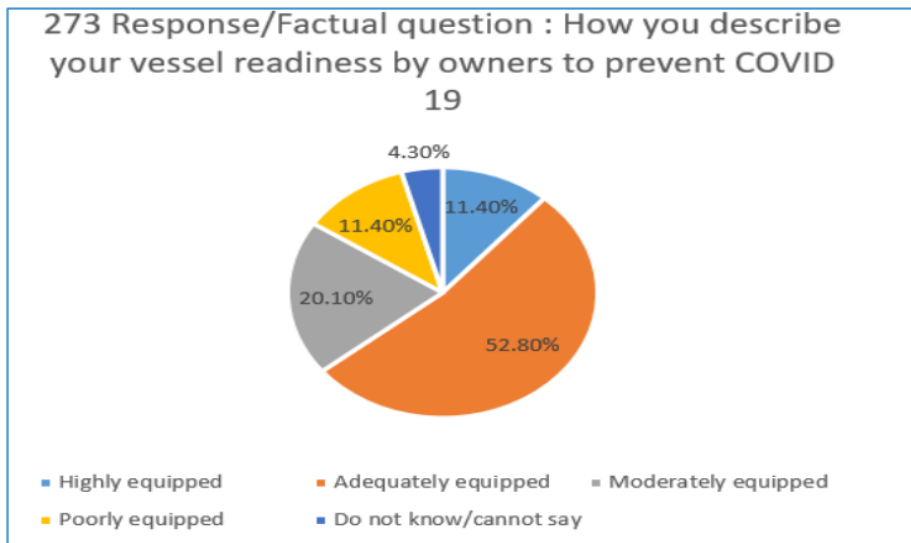


Figure 4.35. Vessel readiness to prevent COVID-19

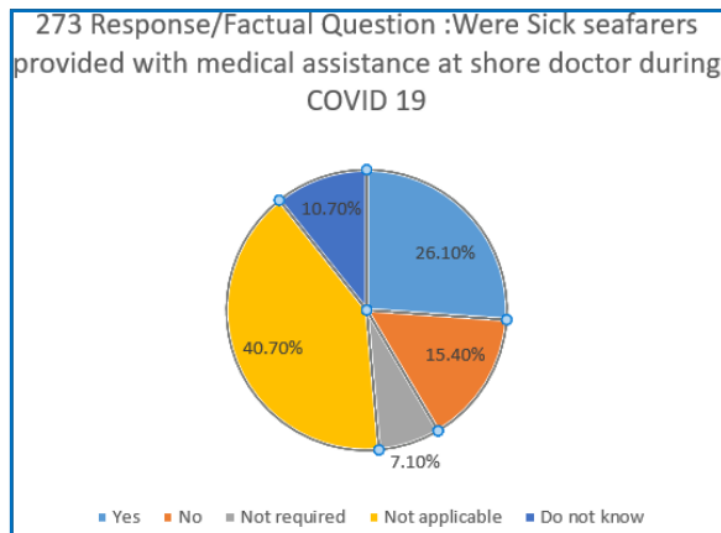


Figure 4.36. Medical assistance during COVID-19

4.7.2 Effect on Medical assistance

Medical evacuation cover for COVID-19 infected seafarers is a critical aspect of medical care to seafarers. Only half of the surveyed companies trusted the sufficiency of their policy for dealing with any COVID-19 infections; 38.9% believed it was satisfactory and 10% companies

clearly accepted that it was not sufficient. Fortunately, with the exception of one case, none of the respondent companies had suffered any COVID-19 infection of seafarers in their fleet although there were cases of other medical emergencies. Companies largely accepted (65%) that there was no additional insurance policy cover for COVID-19 infected crew except for P&I cover. Whereas majority (57.9%) Owner/ Charterers/ Manager would accept a deviation for medical care for a COVID-19 infected crew, 15.5% categorically rejected the possibility of a deviation. As discussed before, regardless of the fraction of industry in denial mode, denial of medical care to a seafarer is not acceptable under MLC 2006 or the Collective Bargaining Agreement.

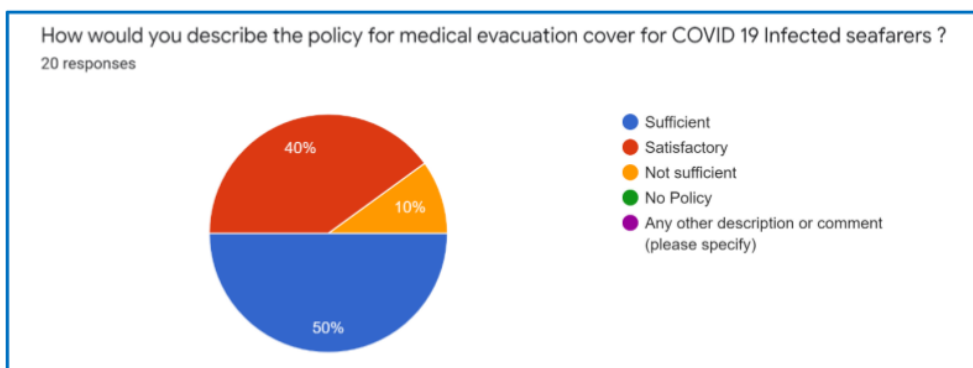


Figure 4.37. Medical evacuation cover for COVID-19

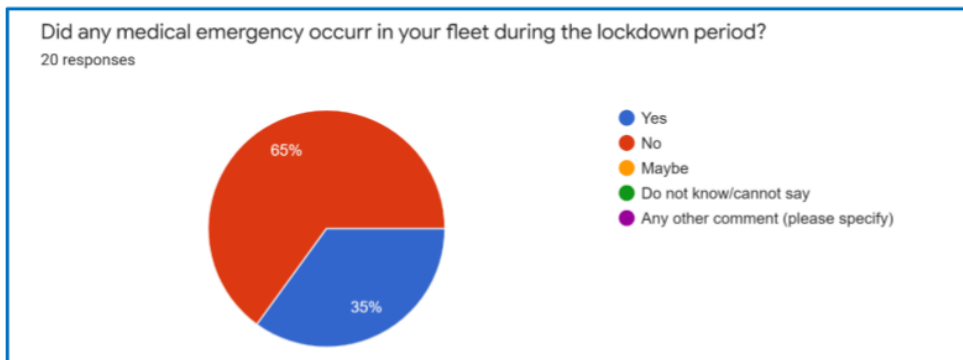


Figure 4.38. Medical emergency on the vessel during COVID-19

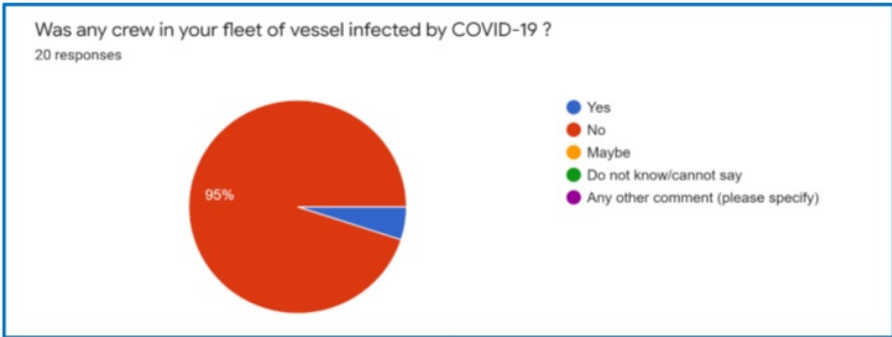


Figure 4.39. COVID-19 infection on the vessel

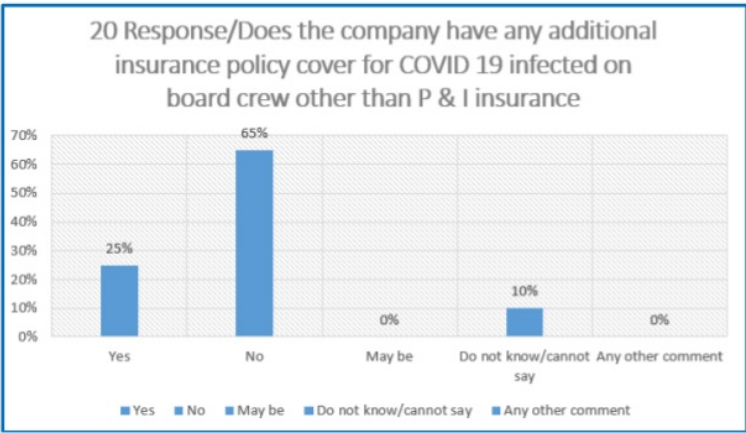


Figure 4.40. Additional insurance cover by company for COVID-19

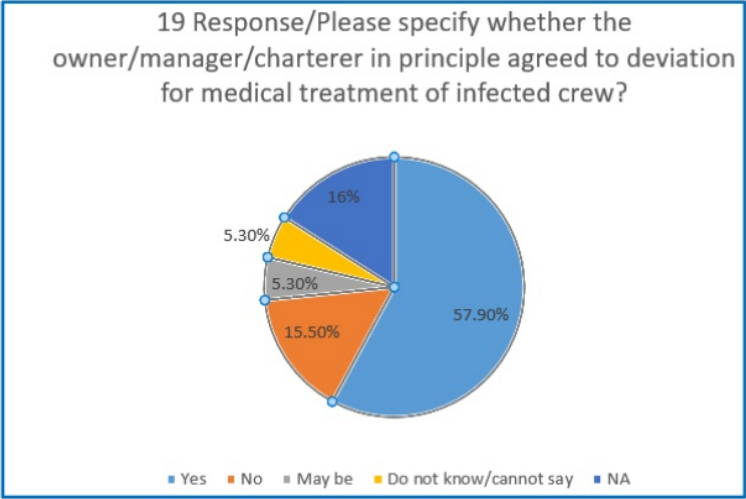


Figure 4.41. Deviation for medical treatment of infected crew

To conclude this section on provision of medical care to seafarers, regardless of the circumstances, there is evidently an impending need for stakeholder institutions including ILO, IMO and ITF to work together to devise a water-tight regulatory intervention which stands the test of a pandemic, and other risks.

Chapter 5: Conclusions and Recommendations

5.1 Conclusions

COVID-19 created large-scale disruption in human activity, and seafaring was not an exception. COVID-19 will change the effort in future and a way to maintain the seafarer rights. Extreme events such as COVID-19 often provide a window to identifying and understanding the dynamics of rights, which would not be otherwise visible in normal times (Kniffin et al., 2020). This study reveals the scale of the impact of COVID-19 on seafarer rights.

Shore leave of the seafarers was the biggest casualty in COVID-19. The study revealed that fear loomed large in the minds of the seafarers and they did not avail the shore leave even where it was not disallowed by largescale company restriction policy or prohibition by port. As situation improves at ports across the world, it can only be hoped that shore leave is gradually restored, at least in a controlled manner.

Repatriation is another valid right of seafarers, which suffered during COVID-19. The study revealed that more than a fifth of the seafarers willingly conceded to an extension of their contract and lost the right to timely relief. A similar proportion of seafarers appeared to have exceeded more than 12 months of continuous service in breach of MLC. Diverting of vessel for crew change was a positive measure and a ray of hope for the seafarer. Whereas majority companies compensated seafarers for the extended time onboard, at least a third of the respondents reported that they were not compensated. Furthermore, even where compensation was provided, it was largely based on the basic wages of the seafarer which is very meagre compared to the suffering endured. Ratings are the worst sufferers due to low wages.

The study revealed that the repatriation crisis looms regardless of flag, or nationality of seafarer. Participant seafarers expressed anguish and stress due to prolonged and forced extension of contract by employer on the pretext of COVID-19 and sealed national borders. Several seafarers argued they are left to their deplorable fate while inspections, audits and surveys are still being conducted, and all commercial activities and commercial needs of the ships are fulfilled.

Cases such as Diamond Princess highlighted ill-preparedness of ships, companies, flag and port State to handle largescale medical contingencies onboard, especially cruise ships. Even otherwise, the study identified deprivation of medical assistance to needy seafarers, which is a cause of concern, and completely avoidable violation of MLC.

5.2 Recommendations

Preceding all of the recommendations arising from this study, the researcher would first and foremost like to echo strongly the emergent inescapable recommendation of the IMO, ITF and other UN agencies and industry bodies that **States must recognise seafarer as key worker**.

The recommendations that follow are outlined on the basis of extensive survey of over 273 seafarers of various nationalities and ranks, 18 companies, and 6 flag States.

1. Shore leave is key to mental well-being of the seafarer, and must be allowed to seafarers with adequate safeguards and controls as required. Shore leave enables seafarers to freshen up themselves, stay mentally healthy and reduce stress, thereby reducing the chances of an accident due to fatigue or mental stress.
2. Member States must be obliged to designate ports under jurisdiction, with easy access to international flights to major destinations and permit crew changes at such ports regardless of circumstances. Ports may, however, impose such conditions on the transiting personnel as are required for the maintenance of public health, as are necessary and reasonable.
3. Crew changes must be done in a timely manner. Prolonged delays in crew changes, besides impacting the mental health of those onboard have a cascading effect on the livelihoods of those waiting ashore to pick up contracts for employment onboard. There is also the imminent danger of employers exploiting the situation to reduce wages and other benefits to seafarers, making it less lucrative for future incumbents.
4. Rather than a visa, the possibility of the use of SID as a valid travel document for seafarers signing-on and signing-off ships should be explored urgently by concerned international organisations and institutions. Shipping is global, and the pandemic revealed the adverse impact on crew changes due to closure of embassies and missions.
5. Crew should be adequately compensated for any service beyond their contract period, and should in no case be forced to extend their contract.

6. Medical treatment facilities ashore should be accessible to the seafarer regardless of circumstances, and protocols should be devised for cases involving serious infectious diseases such as COVID-19.
7. Seafarers, whether working on-board or awaiting ashore to join a ship, should be provided with enhanced insurance cover, especially for serious infectious diseases such as COVID-19.
8. A training module should be developed by the IMO for enhancing awareness of seafarers, and enabling them to deal with pandemic effectively and efficiently.
9. Guidelines should be adopted by the IMO in consultation with WHO, ITF and other concerned international organisations on good practices for ports and member States on dealing with cases of crew suffering from serious infectious diseases.

5.3 Scope for Future Research

COVID-19 is still evolving and unique. It is a global health threat. The IMO along with the maritime industry as well as member States are making every endeavour to provide and safeguard the seafarer rights, yet vulnerabilities remain. Many rules and regulation will be required to change once COVID-19 reaches to its logical end. Full and long term impact on the maritime industry including seafarer rights can be determined in the future once pandemic subsides and situation becomes conducive to normal day-to-day operations. There are many developments, outcomes are pending and its long-term effect on the human being in common and seafarers in general is to be gathered and studied. The further research and study can find safer and smarter way of dealing with the situation.

References

- Abaya, A. R., Rivera, J. J. L., Roldan, S., & Sarmiento, R. (2018). Does long-term length of stay on board affect the repatriation rates of seafarers? *International Maritime Health*, 69(3), 157-162. DOI: 10.5603/IMH.2018.0025
- Australian Maritime Safety Authority. (2020). Seafarer welfare. https://www.operations.amsa.gov.au/seafarers_welfare/documents/ASWC_Seafarer-Welfare-MLC.pdf
- Baltic and International Maritime Council. (2020). COVID crew change clause for time charters. <https://www.nautilusint.org/en/news-insight/news/bimco-releases-covid-crew-change-clause-for-time-charters/>
- Baltic and International Maritime Council, & International Chamber of Shipping. (2015). *Manpower report*. <https://www.ics-shipping.org/docs/default-source/resources/safety-security-and-operations/manpower-report-2015-executive-summary.pdf?sfvrsn=16#:~:text=The%20top%20five%20countries%20indicated,with%20the%20exception%20of%20Indonesia.>
- Berg, B. L., Lune, H., & Lune, H. (2004). *Qualitative research methods for the social sciences*. Pearson Boston, MA.
- Bisticic, A., Jugovic, A., & Kuzman, Z. (2011). The role of ship management in business activities of shipping companies. *Scientific Journal of Maritime Research*, 25(1), 29-44. <https://hrcak.srce.hr/69633>
- Blenkey, N., (2020). ICS: Failures to follow protocols threaten crew change progress. <https://www.marineblog.com/shipping/ics-failures-to-follow-protocols-threaten-crew-change-progress/>
- Bryman, A. (2016). *Social research methods*. Oxford university press, London.
- Carballo. L (Personal Communication, Aug 20 2020). *COVID-19 impact on maritime professionals*
- Chowdhury, F. R. (2013). Role of maritime administration. <http://julians.org/role-of-maritime-administration/>
- Defranzo Susan. (2012). *4 main benefits of survey research* <https://www.snapsurveys.com/blog/4-main-benefits-survey-research/#:~:text=Surveys%20are%20useful%20in%20describing,conclusions%20and%20make%20important%20decisions.>
- Dickinson, M. (2020). General Secretary covid-19 webinar speech on maritime labour impacts 2020. <https://www.nautilusint.org/en/news-insight/speeches/general-secretary-covid-19-speech-at-webinar-2020/>
- Don, K., & David, M. (2001). Numerically aided phenomenology: Procedures for investigating categories of experience. <http://www.qualitative-research.net/index.php/fqs/article/view/976/2129>
- European Transport Workers Federation. (2020). Maritime industry urges EU leadership: Facilitate repatriation, crew changes, shore leave and medical attention. <https://www.etf->

europe.org/maritime-industry-urges-eu-leadership-facilitate-repatriation-crew-changes-shore-leave-and-medical-attention/

- European Union. (2020). Guidelines on protection of health, repatriation and travel arrangements for seafarers, passengers and other persons on board ships. <https://eur-lex.europa.eu/legalcontent/EN/TXT/?qid=1587372584657&uri=CELEX%3A52020XC0414%2801%29>
- Exarchopoulos, G., Zhang, P., Pryce-Roberts, N., & Zhao, M. (2018). Seafarers' welfare: A critical review of the related legal issues under the maritime labour convention 2006. *Marine Policy*, 93, 62-70. <https://doi.org/10.1016/j.marpol.2018.04.005>
- Facilitating shore leave and access to ships, removing unnecessary restrictions imposed by divergences in the implementation of the ISPS code, (2010a). <http://www.imo.org/en/OurWork/Facilitation/docs/FAL%20related%20nonmandatory%20instruments/FAL.3-Circ.201.pdf>
- Fusch, P. I., & Ness, L. R. (2015). Are we there yet? Data saturation in qualitative research. *The Qualitative Report*, 20(9), 1408. <https://nsuworks.nova.edu/tqr/vol20/iss9/3>
- Gemma, P. (2020). Seafarer crisis is a challenge for the whole marine sector. <https://lloydlist.maritimeintelligence.informa.com/LL1133377/Seafarer-crisis-is-a-challenge-for-the-whole-marine-sector>
- Graham, C. A. (2009a). Maritime security and seafarers' welfare: Towards harmonization. *WMU Journal of Maritime Affairs*, 8(1), 71-87.
- Gray, D. E. (2019). *Doing research in the business world*. Sage publications, London.
- Guba, E. G. (1981). Criteria for assessing the trustworthiness of naturalistic inquiries. *Educational Resources Information Centre Annual Review Paper*, 29(2), 75.
- Guidance on shore leave and access to ships, (2010b). http://www.imo.org/en/OurWork/Security/Guide_to_Maritime_Security/Guidance/Documents/MSC.1%20Circ.1342.pdf
- Hejazi, S. H. (2019). Seafarer abandonment: A human rights at sea perspective from Iran. https://www.humanrightsatsea.org/wp-content/uploads/2019/04/20190404-Paper_WMU_Womens_Empowerment-Conference_Hajar-Hejazi_Seafarer_Abandonment_Final.pdf
- Henry, D. C. (2018). ILO adoption of amendments to the MLC, 2006 protecting seafarers in the event of piracy and armed robbery at sea. <https://www.wmu.se/news/president-doumbia-henry-hails-ilos-adoption-of-amendments-to-the-mlc-2006-protecting-seafarers-in-the-event-of-piracy-and-armed-robbery-at-sea>
- Hilal, A. H., & Alabri, S. S. (2013). Using NVivo for data analysis in qualitative research. *International Interdisciplinary Journal of Education*, 2(2), 181-186. http://www.ijoe.org/v2/IIJOE_06_02_02_2013.pdf
- Hubilla, M. (2009). An analytical review of the treatment of seafarers under the current milieu of the international law relating to maritime labour and human rights [Master of Science in WMU], pp. 1-82

- Human rights & Business. (2020). Seafarers "forced" to work with expired contracts as govts. Demand supplies, close borders amid COVID-19 pandemic. <https://www.business-humanrights.org/en/seafarers-forced-to-work-with-expired-contracts-as-govts-demand-supplies-close-borders-amid-covid-19-pandemic>
- ILO. (2006). *Seafarers rights overview* https://www.ilo.org/wcmsp5/groups/public/---ed_norm/---normes/documents/presentation/wcms_230030.pdf
- ILO. (2020a). *Information note on maritime labour issues and coronavirus (COVID-19)*. https://www.ilo.org/global/standards/maritime-labour-convention/WCMS_741024/lang--en/index.htm
- ILO. (2020b). Treat seafarers with “dignity and respect” during COVID-19 crisis. https://www.ilo.org/global/about-the-ilo/newsroom/news/WCMS_740307/lang--en/index.htm
- IMO. (2018). Seafarer shore leave gets extra protection from 1 January 2018. <http://www.imo.org/en/MediaCentre/PressBriefings/Pages/01-FALConvention.aspx>
- IMO. (2020a). *Coronavirus (COVID-19) – outcome of surveys by ICS and ITF on health protection measures on board ships in response to the coronavirus (COVID-19) pandemic, circular letter no o.4204/add.25*
- IMO. (2020b). *Coronavirus (COVID-19) – outcome of the international maritime virtual summit on crew changes organized by the United Kingdom Circular letter no.4204/add.24.* [http://www.imo.org/en/MediaCentre/HotTopics/Documents/COVID%20CL%204204%20adds/Circular%20Letter%20No.4204-Add.24%20-%20Coronavirus%20\(Covid19\)%20-%20Outcome%20Of%20The%20International%20MaritimeVirtual%20Summit%20On%20Crew%20Change.pdf](http://www.imo.org/en/MediaCentre/HotTopics/Documents/COVID%20CL%204204%20adds/Circular%20Letter%20No.4204-Add.24%20-%20Coronavirus%20(Covid19)%20-%20Outcome%20Of%20The%20International%20MaritimeVirtual%20Summit%20On%20Crew%20Change.pdf)
- IMO. (2020c). *Coronavirus (COVID-19) – preliminary list of recommendations for governments and relevant national authorities on the facilitation of maritime trade during the COVID-19 pandemic.* Circular letter no.4204/add.6. <http://www.imo.org/en/MediaCentre/HotTopics/Documents/Circular%20Letter%20No.4204Add.6%20-%20Coronavirus%20Covid19%20Preliminary%20List%20Of%20Recommendations.pdf>
- IMO. (2020d). *Coronavirus (COVID-19) – Recommendations for port and coastal states on the prompt disembarkation of seafarers for medical care ashore during the COVID-19 pandemic,* Circular letter no 4204/add.23. [http://www.imo.org/en/MediaCentre/HotTopics/Documents/COVID%20CL%204204%200adds/Circular%20Letter%20No.4204-Add.23%20-%20Coronavirus%20\(Covid-19\)%20-%20Recommendations%20For%20Port%20And%20CoastalStates%20On%20Medical%20care.pdf](http://www.imo.org/en/MediaCentre/HotTopics/Documents/COVID%20CL%204204%200adds/Circular%20Letter%20No.4204-Add.23%20-%20Coronavirus%20(Covid-19)%20-%20Recommendations%20For%20Port%20And%20CoastalStates%20On%20Medical%20care.pdf)
- IMO. (2020e). *Coronavirus (COVID-19) – recommended framework of protocols for ensuring safe ship crew changes and travel during the coronavirus (COVID-19) pandemic,* circular no 4204/add.14. [http://www.imo.org/en/MediaCentre/HotTopics/Documents/COVID%20CL%204204%200adds/Circular%20Letter%20No.4204-Add.14%20-%20Coronavirus%20\(Covid-19\)%20-%20Recommended%20Framework%20Of%20Protocols.pdf](http://www.imo.org/en/MediaCentre/HotTopics/Documents/COVID%20CL%204204%200adds/Circular%20Letter%20No.4204-Add.14%20-%20Coronavirus%20(Covid-19)%20-%20Recommended%20Framework%20Of%20Protocols.pdf)
- IMO. (2020f). Crew changeovers needed urgently to support safe flow of commerce by sea. <http://www.imo.org/EN/MediaCentre/WhatsNew/Pages/default.aspx>

- IMO. (2020g). *Crew changes and repatriation of seafarers – a key issue explained*. <http://www.imo.org/en/MediaCentre/HotTopics/Pages/FAQ-on-crew-changes-and-repatriation-of-seafarers.aspx>
- IMO. (2020h). Governments pledge action for seafarers at crucial crew change summit. <http://www.imo.org/en/MediaCentre/PressBriefings/Pages/22-crew-change-summit.aspx>
- IMO. (2020i). IMO endorses guidance on ensuring seafarers' access to medical care onshore. <http://www.imo.org/en/MediaCentre/PressBriefings/Pages/21-medical-care-seafarers.aspx>
- IMO. (2020j). IMO urges keyworker exemptions for crew changes and repatriations. <http://www.imo.org/en/MediaCentre/PressBriefings/Pages/09-seafarers-COVID19.aspx>
- IMO. (2020k). *Joint statement IMO-UNCTAD – call for collaborative action in support of keeping ships moving, ports open and cross-border trade flowing during the COVID-19 pandemic*. Circular letter no.4204/add.21. <http://www.imo.org/en/MediaCentre/HotTopics/Documents/COVID%20CL%204204%20add/Circular%20Letter%20No.4204-Add.21%20-%20Joint%20Statement%20Imo-Unctad%20-%20Call%20For%20Action%20Keeping%20Ships%20Moving.pdf>
- IMO. (2020l). *Seafarer abandonment* <http://www.imo.org/en/OurWork/Legal/Pages/Seafarer-abandonment.aspx>
- IMO. (2020m). Supporting seafarers on the frontline of COVID-19. <http://www.imo.org/en/MediaCentre/HotTopics/Pages/Support-for-seafarers-during-COVID-19.aspx>
- IMO. (2020n). Tackling COVID-19 – a voyage together. <http://www.imo.org/en/MediaCentre/PressBriefings/Pages/08-IMO-SG-message.aspx>
- IMO, & UNCTAD. (2020). Joint statement in support of keeping ships moving, ports open and cross-border trade flowing during the covid-19 pandemic. Paper presented at the https://unctad.org/meetings/en/SessionalDocuments/osg_2020-06-08_stat01_en.pdf
- ITF. (2020a). 300,000 seafarers trapped at sea: Mounting crew change crisis demands faster action from governments. <https://www.itfglobal.org/en/news/300000-seafarers-trapped-sea-mounting-crew-change-crisis-demands-faster-action-governments>
- ITF. (2020b.). Enough is enough. <https://www.itfseafarers.org/en/news/enough-enough-worlds-seafarers-will-now-exercise-right-leave-ships-amid-covid-19-failures#:~:text=Covid%2D19%20failures-.Enough%20is%20enough%3A%20World's%20seafarers%20will%20now%20exercise%20right%20to,ships%20amid%20Covid%2D19%20failures&text=The%20International%20Transport%20Workers'%20Federation,leave%20ships%2C%20and%20return%20home.>
- ITF. (2020c). Shore leave. <https://www.itfseafarers.org/en/issues/shore-leave>
- Julie, P. (2015). Understanding and evaluating survey research. <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC4601897/#A3>
- Kennerley, A. (2017). The development of welfare provision for seafarers in Australia since the early nineteenth century. *The Great Circle*, 39(1), 89-115. Australian Association for Maritime <https://www.jstor.org/stable/26381238>

- Kivunja, C., & Kuyini, A. B. (2017). Understanding and applying research paradigms in educational contexts. *International Journal of Higher Education*, 6(5), 26-41. <https://doi.org/10.5430/ijhe.v6n5p26>
- Kniffin, K. M., Narayanan, J., Anseel, F., Antonakis, J., Ashford, S. J., Bakker, A. B., . . . Choi, V. K. (2020). COVID-19 and the workplace: Implications, issues, and insights for future research and action. DOI: 10.1037/amp0000716
- Leek, J. (2013). Six types of analyses every data scientist should know. *Data scientist insights*. <https://datascientistinsights.com/2013/01/29/six-types-of-analyses-every-data-scientist-should-know/>
- Lefkowitz, R. Y., Slade, M. D., & Redlich, C. A. (2015). Risk factors for merchant seafarer repatriation due to injury or illness at sea. *International Maritime Health*, 66(2), 61-66. DOI: 10.5603/IMH.2015.0016
- Lloyd's List. (2019). Top 10 ship managers 2019. *Lloyd's List of Intelligence*. <https://lloydslist.maritimeintelligence.informa.com/LL1129751/Top-10-shipmanagers-2019>
- Maritime and Coastguard Agency MCA. (2003). *Ships' medical stores* https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/282054/msn1768.pdf
- Maritime Labour Convention. (2006). https://www.ilo.org/wcmsp5/groups/public/---ed_norm/---normes/documents/normative_instrument/wcms_090250.pdf
- Marine sight. (2020) Crew change crises worsens in Australia as crew of two ships refuse to sail News, (2020), MI News Network. <https://www.marineinsight.com/shipping-news/crew-change-crises-worsens-in-australia-as-crew-of-two-ships-refuse-to-sail/>
- Maxwell, J. A. (2010). Using numbers in qualitative research. *Qualitative Inquiry*, 16(6), 475-482. <https://doi.org/10.1177/1077800410364740>
- MEDICAL ASSISTANCE AT SEA MSC/circ.960, (2000). <http://www.imo.org/en/OurWork/Safety/RadioCommunicationsAndSearchAndRescue/SearchAndRescue/Documents/MSC.1-Circ.960%20-%20Medical%20Assistance%20At%20Sea.PDF>
- Mfame. (2020). Ensure seafarers onshore medical care. <https://mfame.guru/ensure-seafarers-onshore-medical-care-says-imo/>
- Miles, J., & Gilbert, P. (2005). *A handbook of research methods for clinical and health psychology*. Oxford University Press on Demand.p.65-78, New York.
- Miller, G. (2020). Stranded crew crisis is ticking time bomb for global trade. <https://www.hellenicshippingnews.com/stranded-crew-crisis-is-ticking-time-bomb-for-global-trade/>
- Moriarty, L. F. (2020). Public health responses to COVID-19 outbreaks on cruise ships worldwide, February March 2020. *MMWR: Morbidity and Mortality Weekly Report*, 69 DOI:10.15585/mmwr.mm6912e3
- Morse, J. M. (2010). Sampling in grounded theory. *The SAGE Handbook of Grounded Theory*, 229-244. Edited by: Bryant A, Charmaz K. 2007, SAGE Publications, London.

- Mukherjee, P. K. (2006). Criminalisation and unfair treatment: The seafarer's perspective. *The Journal of International Maritime Law*, 12(5), 325-336.
- National Institute of Infectious Disease. (2020). *Field briefing: Diamond princess COVID-19 cases*. <https://www.niid.go.jp/niid/en/2019-ncov-e/9407-covid-dp-fe-01.html>
- Nigel, L. (2020). Charterers lambasted for indifference to crews' plight. <https://lloydlist.maritimeintelligence.informa.com/LL1133427/Charterers-lambasted-for-indifference-to-crews-plight>
- Oldenburg, M., & Jensen, H. (2019). Maritime welfare facilities-utilization and relevance for the compensation of shipboard stress. *Journal of Occupational Medicine and Toxicology*, 14(1), 11. DOI: 10.1186/s12995-019-0231-3
- Pathak, K. (2020). Seafarers in a time of pandemic – strategies for maintaining and improving mental wellbeing. <http://www.gard.no/web/updates/content/29575007/seafarers-in-a-time-of-pandemic-strategies-for-maintaining-and-improving-mental-wellbeing>
- Patton, M. Q. (2014). *Qualitative research & evaluation methods: Integrating theory and practice* (Fourth edition) Sage publications, London.
- Qureshi, H. A. (2018). Theoretical sampling in qualitative research: A multi-layered nested sampling scheme. *International Journal of Contemporary Research and Review*, 9(8), 20218-20222.
- Robert. (2020). How many people are covid-19 immune? Diamond princess case study. *English Press*. <https://coronadatasource.org/2020/03/18/how-many-people-are-covid-19-immune-diamond-princess-case-study/>
- Robertson, R. C. (2015). No title. *Discrimination against Seafarers Post 11th September 2001 (United States) and Post 7th July 2005 (United Kingdom)*, <https://ssudl.solent.ac.uk/id/eprint/3250/>
- Schoonenboom, J., & Johnson, R. B. (2017). How to construct a mixed methods research design, 69(2), 107-131. DOI: 10.1007/s11577-017-0454-1
- Scriven, M., & Paul, R. (1987). The foundation for critical thinking. <https://www.criticalthinking.org/pages/defining-critical-thinking/766>
- Seafarers' identity documents convention (revised), (2003). https://www.ilo.org/wcmsp5/groups/public/---ed_dialogue/---sector/documents/publication/wcms_177102.pdf
- Seamen's Church Institute. (2018). *shore leave survey summary*. <https://seamenschurch.org/sites/default/files/Shore%20Leave%20Survey-2018%20.pdf>
- Sentyabr, V. ("2020 Apr 26 "). To permit or not to permit crew change – that is the question. *The Maritime Telegraph*. <http://mtelegraph.com/to-permit-or-not-to-permit-crew-change-that-is-the-question.html>
- Smith, J., & Noble, H. (2014). Bias in research. *Evidence-Based Nursing*, 17(4), 100-101. <http://dx.doi.org/10.1136/eb-2014-101946>
- Trail, S. (2020). Case study of the diamond princess coronavirus outbreak. <https://www.simplesafetycoach.com/blog-post/diamond-princess-case-study>

- Twining, G. (2020). Website lists the companies carrying out crew changes amid COVID-19. <https://safetyatsea.net/news/2020/website-lists-the-companies-carrying-out-crew-changes-amid-covid-19/>
- Vaughan, A. (2020). Lockdown measures return as covid-19 cases spike in several countries. <https://www.newscientist.com/article/2247445-lockdown-measures-return-as-covid-19-cases-spike-in-several-countries/>
- Walia, I. (2020). Pacific basin chief urges governments to allow crew changes. <https://lloydlist.maritimeintelligence.informa.com/LL1133416/Pacific-Basin-chief-urges-governments-to-allow-crew-changes>
- Waypoints. (2020). Coronavirus (COVID-19), restrictions at ports / countries. <https://www.waypointports.com/covid-19/>
- Wertz, F. J. (1986). The question of the reliability of psychological research. *Journal of Phenomenological Psychology*, 17(2), 181-05. DOI: <https://doi.org/10.1163/156916286X00204>
- Whiting, K. (2020). Stuck at sea: How to save the world's seafarers and the supply systems they support. <https://www.weforum.org/agenda/2020/06/shipping-seafarers-covid-19-mental-health-supply-systems/>
- Widd, P. G. (2008). No title. *The Seafarer, Piracy and the Law: A Human Rights Approach*, <https://gala.gre.ac.uk/id/eprint/6893/>
- Wisdom, J., & Creswell, J. W. (2013). Mixed methods: Integrating quantitative and qualitative data collection and analysis while studying patient-centred medical home models. *Rockville: Agency for Healthcare Research and Quality*, MD: BMJ Publishing Group
- WHO. (2008). *International health regulations (2005)*. World Health Organization. <https://www.who.int/ihr/publications/9789241580496/en/>
- WHO. (2020). *Coronavirus disease (COVID-19) advice for the public*. <https://www.who.int/emergencies/diseases/novel-coronavirus-2019/advice-for-public>
- Xia, B. S., & Gong, P. (2014). Review of business intelligence through data analysis. *Benchmarking: An International Journal*, <https://www.emerald.com/insight/content/doi/10.1108/BIJ-08-2012-0050/full/html>
- Yücel, A. (2012). The impact of Somali piracy on seafarers' rights: *A cross-disciplinary assessment*. <https://lup.lub.lu.se/student-papers/search/publication/2596905>

Seafarer Questionnaire

Section 1

Personal details:

1. Name (Optional)
2. Nationality
3. Rank
4. Present ship management company (Optional)
5. Are you onboard or Ashore:
6. Contract completion date or month:

Section 2

Objective question

7. Type of ship
 - Tanker
 - Bulk Carrier
 - Container
 - Cruise liner
 - Any others type (Please specify)
8. How would you rate the risk factors for boarding by various port authorities?
 - No risk
 - Minor
 - Major
 - Fatal
 - Any other rating (Please specify)
9. How would you describe the difficulties faced at the airport either while travelling for joining ship or repatriation or both?
 - Smooth
 - Acceptable
 - Difficult
 - Troublesome
 - Any other description (Please specify)
10. How many times was shore leave availed/granted during the COVID-19 outbreak?

=

One time
Two times
Over two times
Never
Any other option or comment (Please specify)

11. How many times were you allowed to disembark at the terminal during the COVID-19 outbreak while serving onboard?

Not allowed to disembark from gangway
One to Three times
Over 3 times
Allowed to read draft only
Any other option or comment (Please specify)

12. How many times in your opinion should have shore leave been allowed during the COVID-19 outbreak?

At every Port
Once in a month
Once in contract
Never
Any other option or comment (Please specify)

13. How frequently, you wish, should shore leave be granted in normal time?

At every Port
Once in a month
Once in contract
Never
Any other option or comment (Please specify)

14. To what extent do you believe that you risk a COVID-19 infection by availing a shore leave?

Strong probability
Moderate probability
Minor probability
No probability
Any other option or comment (Please specify)

15. How do you feel, in case you experienced prolonged period onboard without shore leave?

Happy
Unhappy
Fatigued
Stressed
I did not experience prolonged period onboard without shore leave

=

Any other option or comment (Please specify)

16. How would you describe the impact of denial of shore leave on your work performance during COVID-19 outbreak?

Severe effected

Moderate effected

Minor effect

No effect

I did not experience denial of shore leave

Any other option or comment (Please specify)

17. How would you describe the impact of denial of shore leave during the COVID-19 outbreak on your health?

Severe effected

Moderate effect

Minor effect

No effect

I did not experience denial of shore leave

Any other option or comment (Please specify)

18. Could you please specify when you were repatriated during COVID-19 outbreak?

On contract completion

One to two month after contract completion

Three to four month after contract completion

Over four months after contract completion

Any other option or comment (Please specify)

19. To what extent have you been compensated for the extended period of stay on board?

Increment in Full wages

Increment in Basic wages

Bonus

No increment

Any other option or comment (Please specify)

20. a) Was your contract extended due to the onset of COVID-19?

No

Yes

Not applicable

b) If yes, please specify reason

=

I agreed to extend the contract of my own free will
I was forced to extend the contract though I did not desire to extend
Any other reason (Please specify)

21. a) Have you had to stay onboard, more than 12 months ?

No
Yes
Not Applicable

b) If yes, please specify reason:-

I stayed of my own free will
I was forced to continue by company
Any other reason (Please specify)

22. Please specify your level of awareness of International work, rules and regulation that support shore leave, Repatriation and seafarer's welfare?

Fully aware
Some awareness
Only heard of it
Not aware at all
Others (please specify)

23. How would you describe your company's efforts for seafarer relief and repatriation:

Sufficient
Insufficient
No effort
Company appear to be helpless
Do not know/cannot say
Any other description or comment (Please specify)

24. How would you describe flag state efforts for seafarer relief and repatriation:

Sufficient
Insufficient
No effort
Flag state appear to be helpless
Do not know/cannot say
Any other description or comment (Please specify)

25. How would you describe trade union efforts for seafarer relief and repatriation:

Sufficient
Insufficient
No effort

=

Trade Union appear to be helpless
Do not know/cannot say
Any other description or comment (Please specify)

26. What is your rating of your state of personnel happiness on board in COVID-19 situation?

Extremely happy
Happy
Unhappy
Extremely Unhappy
Cannot say
Any other rating or comment (Please specify)

27. How you describe your vessel readiness by owners to prevent COVID-19?

Highly equipped
Adequately equipped
Moderately equipped
Poorly equipped
Do not know/cannot say
Any other description or comment (Please specify)

28. Were Sick seafarers provided with medical assistance at shore doctor during COVID-19?

Yes
No
Not required
Not applicable
Do not know/cannot say
Others

Section 3

Brief question

29. Please describe your overall experience as seafarer during COVID-19 and personnel views regarding seafarer welfare, especially shore leave and repatriation ? Please help the research by describing in as much detail as possible.

30. Did you or any crew member on your ship suffer from COVID-19? If yes, Please describe in as much detail as possible as to how the serious medical problem was handled?

Company Questionnaire

Section 1

Personal details:

31. Name of the Company (optional)
32. Name of Person Reporting (optional)
33. Total number of ships managed by your Group Company
34. Total number of seafarers employed by your Group Company
35. Type of ship managed
 - Tanker
 - Bulk
 - Container
 - Cruise liner
 - Others
36. Nationality of seafarers.

Section 2

Objective Questions

37. Please specify how many crew contracts were completed between 11th March and 31 May 2020.
38. Please specify how many crew are on extended contract (as on 31st May 2020).
39. Please specify how many crew has exceeded 12-month period of continuous service onboard (as on 31st May 2020).

40. How would rate the protective measures adopted by your company for seafarer's welfare and protecting the seafarers against COVID-19 ?
 - Excellent
 - Sufficient
 - Not sufficient
 - No Measures
 - Any other rating or comments (Please specify)

41. Are any steps taken for repatriations of the crew in COVID- 19 effective and working and are seafarers repatriated timely?
 - Effective
 - Satisfactory
 - Not effective
 - No Steps taken
 - Others

=

42. a) Were any crew stuck in foreign port during sign-on or sign-off process in Lockdown period until 31 May 2020?

- No
- Yes
- Do not know/Cannot say
- Not Applicable
- Others

b) If yes,

I) Please specify the number of crew stuck in foreign ports/foreign countries

- Less than 10
- 10-50
- 50-100
- More than 100
- Others

II) Please specify reason for crew being stuck overseas

- Suffering from COVID-19
- Due to lockdown in different country
- By choice
- Any other reason (Please specify)

43. How would rate the effectiveness of steps taken by your company for repatriation of a crew stuck in a foreign port required to sign on or sign off?

- Effective
- Satisfactory
- Not effective
- No Steps
- Others.

44. Please specify the number of seafarers that crossed the +1 month clause of Seafarers Employment Agreement until 31 May 2020.

- < 50
- 50-100
- 100-200
- More than 200
- Any other number or comment (please specify)

45. Please specify the compensation provided by your company to crew who has completed contract?

Increment in Full wages

=

Increment in Basic wages

Bonus

No increment

Any other compensation or comments (Please specify)

46. Please describe how frequently the office is contacting the onboard serving seafarer's family.

Weekly

Fortnightly

Monthly

Never

Any other frequency or comments (please specify)

47. How would you describe the policy for medical evacuation cover for COVID-19 Infected seafarers?

Sufficient

Satisfactory

Not sufficient

No Policy

Any other description or comment (please specify)

48. Did any medical emergency occur in your fleet during the lockdown period?

Yes

No

May be

Do not know/cannot say

Any other comment (please specify)

49. Was any crew in your fleet of vessel infected by COVID-19 ?

Yes

No

May be

Do not know/cannot say

Any other comment (please specify)

50. Does the company have any additional insurance policy cover for COVID-19 infected onboard crew other than P&I insurance?

Yes

No

May be

Do not know/cannot say

Any other comment (please specify)

=

51. Please specify whether the owner/manager/ charterer in-principle agreed to deviation for medical treatment of infected crew?

- Yes
- No
- May be
- Do not know/cannot say
- Any other comment (please specify)

52. Please specify how many crew were reported infected by COVID-19 till 31 May 2020

- Less than 10
- 10-20
- 20-30
- Nil
- Any other numbers or comment (please specify)

53. Does Owner/Manager/ charterer in principle agreed deviation for repatriating the crew.

- Yes
- No
- May be
- N/A
- Others

54. Please specify how many vessels were diverted for crew repatriation ?

- Less than10
- Less than 20
- Less than 30
- Nil
- Not required
- Any other numbers or comment (please specify)

55. Please specify how many crew were repatriated by diverting of vessel?

- 0 - 10
- 10 - 20
- 20-50
- More than 50
- Others.

56. Please specify whether the company experienced any inability or challenges to repatriate seafarers to home country due to lockdown?

- Yes
- No

=

May be
Do not know/cannot say
Any other response or comment (please specify)

57. Please specify the number of crew that could not be repatriated to their home country during COVID--19 Until 31 May 2020?

0 - 20
20-50
50-100
More than 100
Others.

58. Please specify whether your company/Owner imposed any restriction on crew shore leave during COVID-19 outbreak ?

Yes
No
May be
Do not know/cannot say
Any other response or comment (please specify)

59. Please specify whether the company has provided sufficient personal protective equipment (PPE) on board for protection against COVID-19 ?

Yes
No
May be
Do not know/cannot say
Any other response or comment (please specify)

60. Please specify the number of seafarers waiting to join your vessels ?

0-50
50-100
More than 100
Do not know/cannot say
Any other response or comment (please specify)

61. Please specify whether the company and owners provided additional entertainment facilities for seafarers serving onboard during COVID-19 outbreak ?

Yes
No
May be
Do not know/cannot say

=

Any other response or comment (please specify)

62. a) Please specify whether the company allocated any extra budget to deal with repatriation of the crew in COVID-19?

Yes

NO

May be

Do not know/cannot say

Any other response or comment (please specify)

b) If yes, Please specify the amount of increase in budget of the crew repatriation during COVID-19

2 times the normal budget

More than 2 times the Normal Budget

No change

Do not know/cannot say

Any other response or comment (please specify)

Section 3

Brief question

63. Please describe the measures adopted by your company for timely relief of the crew and their repatriation to their hometown in COVID-19 situation and also the challenges faced by the company? Please spare a few valuable minutes and provide as detailed answer as possible. Your valuable support is much appreciated.

64. Would you like to make any suggestions or recommendation or advise for seafarers, national government or IMO to cope with extreme events like COVID-19 in future? Please provide as detailed an answer as possible. Your valuable support is much appreciated.

=

Administration Questionnaire

Section 1

Personal details:

- 65. Name of the Administration (optional):
- 66. Name of Person reporting (optional):
- 67. Rank
- 68. Total no of Ship Registered :

Section 2

Brief question

- 69. Please describe any special measures adopted by your administration for seafarer safety consequent to outbreak of COVID-19?
- 70. Please describe any special measures adopted by your administration for seafarer's welfare especially related to shore leave, repatriation and medical care consequent to outbreak of COVID- 19?
- 71. Please describe any Notices, Circulars, letters, Advise and special instructions issued to company, unions, ports and other stakeholders for maintaining the welfare of seafarer serving on board during COVID- 19?
- 72. Please describe any special measures adopted by your administration for ships calling at your country's ports during COVID-19?

WMU research protocol



WMU Research Ethics Committee Protocol

Name of principal researcher:	Nitin Mukesh
Name(s) of any co-researcher(s):	NA
If applicable, for which degree is each researcher registered?	M.sc in Maritime Affairs-Specialisation in Maritime Safety & Environmental Administration
Name of supervisor, if any:	Dr. Anish Hebbar
Title of project:	Exploring the impact on seafarer welfare in extreme events ^{of extreme events}
Is the research funded externally?	No
If so, by which agency?	NA
Where will the research be carried out?	World Maritime University
How will the participants be recruited?	To be confirmed
How many participants will take part?	To be confirmed
Will they be paid?	No
If so, please supply details:	NA
How will the research data be collected (by interview, by questionnaires, etc.)?	Interview, Questionnaire/Surveys
How will the research data be stored?	In my personnel Laptop with strong password
How and when will the research data be disposed of?	Data will be deleted upon completion of M.Sc study by Nov 2020
Is a risk assessment necessary? If so, please attach	NA

Signature(s) of Researcher(s): *Nitin Mukesh*

Date: 28.05.20

Signature of Supervisor: *A. Hebbar*

Date: 28 May 2020

Please attach:

- A copy of the research proposal
- A copy of any risk assessment
- A copy of the consent form to be given to participants
- A copy of the information sheet to be given to participants
- A copy of any item used to recruit participants

Appendix-1(e)

Approval from WMU ethics committee

REC Decision # REC20-19(M) Inbox x



Email, PhD <PhD@wmu.se> (sent by cef@wmu.se)
to me, Anish ▾

Thu, Jun 11, 5:38 PM ☆ ↶ ⋮

Dear Nitin Mukesh,

This is to let you know that the members of the WMU Research Ethics Committee (REC) have now approved the research related documents that you submitted to this office on 28 May 2020 concerning your research study involving human participation.

With kind regards,

Carla Escalante Fischer
Faculty Support Officer
Research Projects and Doctoral Programs
REC Secretary
World Maritime University

=

Appendix-2(a)

BPMS SEAFARER'S EMPLOYMENT AGREEMENT

Terms and Conditions of Employment

This document sets out the main Terms and Conditions of employment with the Company. In this Agreement any reference to the masculine shall include the feminine.

Term of Agreement

This Agreement shall continue in force until terminated in accordance with the provisions of sub-Clause 1.2.

During the first six (6) months of employment (to include for the purpose of this sub-clause employment under any contract with the Company immediately prior to this Agreement), the Officer's employment may be terminated by either party giving not less than fifteen (15) days notice in writing. Thereafter, either party may terminate this Agreement by giving not less than one (1) months' notice in writing, such notice not to expire before the end of any tour of duty if given on board a vessel. Notices to the Company should be sent to its principal place of business stated above.

[INTENTIONALLY BLANK]

Termination in breach of sub-Clause 1.2 by the Officer will give rise to a claim for damages for breach of contract by the Company against the Officer to the extent permitted by law. This provision shall however not apply where the Officer has been unable to give the required notice on account of compassionate or other similarly urgent reasons, or where the notice period has been shortened by mutual agreement

Termination notice given under sub-Clause 1.2 above shall not entitle the Officer to severance pay.

If this Agreement is terminated by the Company by reason of any form of misconduct by the Officer, the Officer shall not be entitled to severance pay.

The Company may, in its discretion, commute notice of termination to payment in lieu of notice on no less favourable terms than would have applied had notice been given under sub-Clause 1.2 above.

=

On termination of employment, the Officer shall be entitled to a statement of termination which shall include his rank at termination, his years of continuous employment with the Company, his salary at the date of termination and, if so requested, the reason for the termination.

This Agreement may be terminated by the Company on medical grounds as set out in Clause 7 of this Agreement or in the event that the Officer fails to return to duty on an agreed date as set out in Clause 5.

[INTENTIONALLY BLANK]

Provision of Services

It is a condition of employment and continued employment that:

The Officer has the appropriate certificates of competency or efficiency for his rank.

The Company receives satisfactory references from previous employers in respect of seagoing or shore based employment.

The Officer is certified to be medically fit to both the Company and industry standards in accordance with MSN 1765 (M) as amended from time to time by a doctor nominated by the Company. Continued employment is dependent upon the Officer reaching the required standard for medical fitness at the time renewal of his certificate is due. The Officer must be fit to perform all his duties onboard the Vessel and any vessel on which the Services shall be performed and access all areas of the Vessel and any vessel on which the Services shall be performed at all times.

The Officer's employment shall be in accordance with the requirements of his rank and job description as amended from time to time.

The nature of duties may change and the Officer agrees that he may be required to serve the Company in such other capacity for which the Officer is qualified, which may include periods in a position of a higher or lower rank.

=

The Officer agrees to provide his services, as the same may be required, on any vessel of any registration, such vessel being owned, managed or operated by a company associated with the Company including but not limited to BP Shipping Limited of Chertsey Road, Sunbury-on-Thames, Middlesex, TW16 7BP, UK.

The Officer further agrees to provide his services for, amongst other things, travel to and from any vessel as well as travel to and from any other place of work for attendance at seminars, workshops, training courses, briefings and de-briefings as the Company may require.

In the provision of services under sub-Clauses 2.2 to 2.5 of this Agreement (the “Services”), the Officer agrees to comply with the policies and procedures described in sub-Clauses 2.6.1 and 2.6.2 (the “Policies and Procedures”) set out below, which are separate from this contract of employment:

all Quality Assurance policies, and other policies, practices, procedures, work instructions of the Company and/or of any vessel on which the Services shall be performed, and operational guidelines as may be issued by, and from time to time amended by, the Company and/or owners, operators and/or managers of any vessel on which the Services shall be performed; and

all requirements of the Flag State, and all operational instructions, procedures, statutory and/or industry policies codes and legislation in force on board and/or applicable to any vessel on which the Services shall be performed as the same may, from time to time, be amended.

The Officer agrees to attend, participate in and/or conduct such Performance Appraisals as may be required by the Company and/or the owners, managers and/or operators of any vessel on which the Services shall be performed from time to time.

Tour of Duty

Tours of duty are scheduled to last for the trip length specified in Appendix A (as amended from time to time) (plus one (1) month) (the “Scheduled Tour Length”) but the Company may elect to shorten or extend same to meet the requirements of any planned relieving programme. Notwithstanding the foregoing, the Company shall not extend a tour of duty beyond the Scheduled Tour Length without the prior agreement of the Officer, such agreement not to be unreasonably withheld.

=

If a tour of duty is extended beyond the Scheduled Tour Length at the request of the Company, then the Company shall pay the Officer a bonus at the rate of twenty per cent (20%) of basic monthly salary calculated pro rata for the duration of any period served in excess of the Scheduled Tour Length.

If the Officer requests an extension of a tour of duty, the Company may at its sole discretion accommodate any such request provided always that the duration of the extension shall be for a period to be mutually agreed by the Company and the Officer and confirmed by the Company in writing. In those circumstances the bonus indicated in the preceding paragraph will not be payable.

The Company may wish the Officer to work on a tour on/tour off arrangement in which case, during any period of leave taken in excess of normal earned leave entitlement as specified in the Salary Scale or extended or specified herein, the Officer will be available to perform the Services as may be required by the Company. The Officer warrants that he will be available to perform the Services.

The Company undertakes that the Services required of the Officer whilst performing a tour of duty under this Agreement shall comply with the International Convention on Standards of Training, Certification and Watch keeping for Seafarers (STCW 1978), as amended from time to time.

The Company further undertakes that the Officer's hours of work will be arranged such as to comply at all times with the requirements of the Seafarers' Hours of Work and the Manning of Ships Convention 1996 ("the 1996 Convention"), adopted by the ILO, or any ILO convention amending or replacing the same. Such requirements are for a minimum of 10 hours to be available for rest in each 24 hour period and a minimum of 77 hours rest in each seven day period. Such 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. The foregoing is subject to certain permitted exceptions (for example, the working of additional hours during an emergency) as more particularly set out in the 1996 Convention.

3A. Repatriation

In addition to repatriation at the end of the Officer's Tour of Duty, the Officer shall also be entitled to repatriation in the following circumstances, and in accordance with any further

=

circumstances prescribed by regulations issued by the Flag State of any vessel on which the Services shall be performed at the time when repatriation may be required:-

3A.1 Expiry of this Agreement;

3A.2 Termination of this Agreement;

3A.3 In the event of illness or injury or other medical condition which requires their repatriation when found medically fit to travel;

3A.4 Where the vessel on which the Services are being performed is proceeding to a war zone (as defined by relevant national laws or regulations) to which the Officer has not consented to go;

3A.5 In the event of termination or interruption of employment in accordance with an industrial award, or termination of employment for any other similar reason;

3A.6 In the event of shipwreck; or

3A.7 In the event of the Company not being able to continue to fulfil its legal or contractual obligations as an employer by reason of insolvency, sale of the ship or change in the ship's registration;

Repatriation shall be to the place identified in paragraph 10.1 below, or to the place where this Agreement was signed, or to such other place as may be mutually agreed with the Company.

Salary

The Officer shall receive the salary appropriate to his rank, qualifications and experience and in accordance with the Company's salary scale, which may, from time to time, be amended (the "Salary Scale") a copy of which is appended hereto as Appendix A. The salary paid is consolidated and it is therefore mutually agreed that no overtime payments shall be made, save for the bonus payment referred to in sub-Clause 3.1.1 above where such a payment is applicable.

=

Except as provided for elsewhere in this Agreement, the Officer shall remain on salary on a continuous basis whether on a tour of duty, or on earned leave.

The Officer is required to provide the Company with full bank details of his nominated bank account at HSBC in India [or at such other Company nominated bank] at the commencement of his employment.

Salary shall be paid monthly in arrears in the currency stated in the Salary Scale into the Officer's nominated bank account with HSBC in India or other Company nominated bank and shall be subject to deductions for: -

On board purchases, radio or telephone calls, cash advances, allotments (if applicable) and contributions by the Officer in relation to any pension fund, charity, or in respect of membership of a body to any trade union and friendly society; and

any other deductions which may be required or permitted by law.

Deductions from salary shall be made one month in arrears for the Officer serving tours of duty. The Officer on other duties, or who is on notice having tendered or received notice of termination and who is working the last month of a tour of duty, may at the Company's sole discretion have deductions taken from the current month's salary.

On receipt of his salary statement it is the responsibility of the Officer to check that his salary payments and/or any deductions are correct and to draw to the Company's immediate attention any discrepancies arising.

The Officer shall deal with all matters relating to personal taxation, social insurance payments, pension and other fiscal affairs, including in particular, but without limitation, those relating to his country of domicile and the Flag State of any vessel on which the Services shall be performed.

[INTENTIONALLY BLANK]

The Salary Scale applicable to this Agreement shall be determined by the Officer's country of domicile, as stated on page 4 of this Agreement, at the date of acceptance of this Agreement by the Company and shall not be affected by any subsequent change of domicile by the Officer.

=

Availability and Leave Entitlement

For planning purposes, it is agreed that the Company has the right to assume that the Officer will be available for tours of duty always taking into account any accrued earned leave entitlement, such entitlement being based on the earned leave accrual entitlement laid down in the Salary Scale.

For the purposes of calculating earned leave under sub-Clause 5.1 above, earned leave shall be deemed to have been accrued at the rate laid down in the Salary Scale for every calendar month served on a tour of duty and pro-rata per part thereof.

The Officer shall advise the Company promptly of any instances where, save for earned leave, his availability under sub-Clause 5.1 above is likely to be jeopardized. Any non-availability so advised must be approved in advance by the Company.

5.1.3. Leave expires, or is suspended, on the day prior to departure from home for a tour of duty. Leave shall commence on the second day after disembarkation from a tour of duty or, if later, upon the day immediately following the Officer reaching his place of destination for repatriation in accordance with paragraph 3A, provided that the Officer has taken all reasonable means to reach such destination as soon as possible and has complied with all relevant Company directions.

If the Officer disembarks from any vessel on which the Services shall be performed due to sickness, the period from disembarkation until the Officer is again declared fit by a medical practitioner for appointment to a Vessel shall be counted as sickness and earned leave shall not accrue.

Attendance for a medical examination whilst on earned leave shall extend the leave period by one day. No earned leave shall accrue during periods of study leave or during any periods of paid or unpaid leave granted by the Company.

Attendance on a training course at the Company's request shall extend an earned leave period by the number of days spent on the course and travelling to and from the course.

=

The Company shall have the right to request that the Officer joins or rejoins any vessel on which the Services shall be performed prior to the expiry of an earned leave period or other leave period granted by the Company. The Company shall ensure that the Officer shall be given as much notice as is reasonably possible of any such request and all such requests are subject to the agreement of the Officer, such agreement not to be unreasonably withheld.

If the Officer returns to seagoing duties at the Company's request before earned leave expires, any unused earned leave may, at the request of the Officer and if agreed by the Company, be commuted to cash at the rate of 1/30th of monthly salary per day commuted.

Any earned leave accrued and unused at the termination date of this Agreement shall be commuted into cash on the same basis as set out in sub-Clause 5.3

If the Officer requests unpaid leave, the Company undertakes to give due consideration to any such request and may at its discretion grant the unpaid leave requested in accordance with the Career Break policy then in force. All such requests shall be made in writing.

If the Officer is required to return home due to the serious illness or death of a member of his immediate family (father, mother, spouse, children), or a domestic emergency of the same or similar magnitude, the Company shall make every reasonable effort to assist the Officer, including granting emergency leave of absence if necessary. Such leave of absence shall commence on the second day after disembarkation from a tour of duty or, if later, upon the Officer reaching his place of destination for repatriation in accordance with sub-Clause 3A, provided that the Officer has taken all reasonable means to reach such destination as soon as possible and has complied with all relevant Company directions.

Spouses and Children

The Officer may request permission for his spouse or partner and up to two of their children, between the ages of 2 and 17 inclusive, to visit or sail with the Vessel subject to any special provisions in Appendix A (as amended from time to time). The Company shall not unreasonably withhold permission but permission shall always be subject to the conditions set out in this Clause 6 being met, which the Officer agrees as being reasonable.

Any visits or voyages requested under sub-Clause 6.1 above shall be subject to the discretion of the Master and shall be subject always to the prior written approval of the owner, operator or manager of the vessel on which the Services shall be performed at that time.

=

Visits and voyages on any vessel on which the Services shall be performed shall take into account and be subject to port regulations and the operational requirements of such vessel and shall be subject to and in accordance with the Policies and Procedures then in force onboard the vessel and as described in sub-Clause

2.6 of this Agreement

Save as provided in Appendix A, all expenses of whatsoever nature arising in any way from any spouse and/or child visiting, or sailing with the Vessel shall, save only for victualling costs whilst onboard the Vessel, be for the Officer's account and, if necessary, deducted from salary.

Compensation for Accidental Injury and Illness / Medical Termination

The Company shall pay compensation to the Officer when he is incapable of performing the Services under this Agreement due to accidental injury or illness as follows: -

Sick Pay

When an Officer becomes unfit (i) to return to duty onboard any vessel on which the Services shall be performed following any period of leave, or (ii) to continue with his duties onboard the Vessel, due to sickness or injury, he will be eligible for sick pay paid by the Company ("Company Sick Pay"). Company Sick Pay is payable from the day after the Officer's leave ends or from the date on which he is discharged from the vessel as the case may be. Company Sick Pay is payable subject to the conditions set out below.

Company Sick Pay shall be paid at the rate of Officer's full salary until he has been repatriated to the port of engagement, if applicable, and thereafter for a total period of four (4) months of incapacity in any rolling twelve (12) month period provided that he has submitted a private Certificate of Sickness issued by a registered medical practitioner covering all periods of absence. Any payment made beyond this total period of four (4) months in any rolling twelve (12) month period shall be at the sole discretion of the Company and subject always to the agreement of underwriters.

7.1.3. Company Sick Pay is not payable in the event of an illness or injury resulting from attempted suicide, or wilful act, default or misconduct of the ill or injured Officer, or from illness or infirmity intentionally concealed when this Agreement was entered into.

=

The Company will not make payment of Company Sick Pay in relation to any period of absence, which is caused by participation in a dangerous or hazardous sport, pursuit or activity. Dangerous or hazardous sport, pursuits or activity means any sport, pursuit or activity where it is recognised that there is an increased risk of serious injury or it can reasonably be expected to aggravate any existing infirmity.

All periods of absence due to sickness or injury must be supported by a private Certificate of Sickness, issued by a registered medical practitioner before any payment is made. In addition a final Certificate of Fitness is required on return to work for illnesses of more than 7 days. This procedure applies whether the Officer qualifies for Company Sick Pay or not.

Payment of Company Sick Pay is subject to the Company being satisfied at all times that the Officer is sick and that the above exceptions do not apply. The Company reserves the right to withdraw payment of sick pay at any time if it is satisfied that payment is not due.

The Officer agrees that, during periods of absence, the Company can obtain medical reports from those doctors treating him and that he will sign all consents necessary for such reports to be obtained. The Company may refer the Officer for medical examination to a doctor nominated by it, which examination the Officer shall attend and he shall provide such consents as are necessary for release of all medical notes, reports and history to such nominated doctor.

If, at its discretion, the Company requires the Officer to undergo a medical examination in connection with illness or injury, the costs of such examination shall be paid by the Company and any expenses, including travel, reasonably incurred by the Officer in undergoing such examination shall be reimbursed upon presentation of a proper account and receipts.

If the illness or injury necessitates disembarkation from any vessel on which the Services are being performed and treatment in a foreign port, the Company shall pay the full cost of medical, surgical and hospital treatment and any board and lodgings required until the Officer is declared by a registered medical practitioner to be fit for work or fit to be repatriated, whichever occurs soonest.

If the Officer is found to be permanently unfit for seagoing service by a doctor nominated by the Company then the Officer's employment shall, on appropriate notice, be terminated.

7.1.11. In the event that the Officer is unfit to return to sea for a period in excess of four (4) months then the Company reserves the right to terminate this Agreement, exercising its discretion on the facts of each case and the medical advice it has received regarding the Officer's health and/or fitness to return to sea.

Disability

If the Officer suffers permanent disability as a result of an occupational injury, illness or hazard ("injury") whilst performing the Services then, subject to the conditions set out below, the Officer shall, in addition to any Company Sick Pay, receive compensation according to the Scale of Compensation set out in the Employee Handbook, as the same may be amended from time to time (the "Scale of Compensation"). .

Any payments made under this Clause 7 shall be subject to the policy conditions of the insurers and any applicable exclusions and limitations. A copy of the policy can be obtained from the Company on request.

Compensation for permanent disability is payable as a result of accidental injury to the Officer if such injury is suffered whilst performing the Services or when travelling to or from the place of performance of such Services. Compensation payments shall be based on:

the nature and extent of the injury incurred; and

the maximum percentage of compensation permissible under the terms of the Scale of Compensation for an injury of the nature and extent incurred.

The compensation scheme operates in relation to accidents regardless of any fault of the Company. However, no compensation shall be payable as a result of attempted suicide or the wilful act, default or misconduct of the ill or injured Officer, or from illness or infirmity intentionally concealed when this Agreement was entered into.

No compensation shall be payable where the disability is caused by participation in a dangerous or hazardous sport, pursuit or activity. Dangerous or hazardous sport, pursuits or activity means any sport, pursuit or activity where it is recognised that there is an increased risk of serious injury or it can reasonably be expected to aggravate any existing infirmity.

=

[INTENTIONALLY BLANK]

The Company's insurers and any doctors nominated by them shall determine the nature, extent and maximum percentage of compensation and such determination shall be final.

Death Benefits

If the Officer dies whilst in the employment of the Company, compensation shall be payable. Such compensation shall be equivalent to three times the Officer's annual Salary, or, if higher, the total sum which would be payable pursuant to the provisions (as amended from time to time) of Article 24 (Loss of Life, Death in Service) of the ITF Approved Standard Agreement for Indian Officers as onboard the Vessel from time to time. If death occurs as a direct result of an injury for which compensation has already been paid under sub-Clause 7.2 above, then the payment under this sub-Clause 7.3.1 in respect of death shall be subject to deduction of any such sum already paid.

7.3..2 Any sum payable under sub-Clause 7.3.1 shall be paid to the Nominated Beneficiary of the Officer as stated on page 4 of this Agreement, or as amended by the Officer from time to time. The obligation is on the Officer to ensure at all times that the Company has full details of the Nominated Beneficiary and/or that the Officer communicates to the Company any change of Nominated Beneficiary by notice in writing through the Manning Office. In the absence of a Nominated Beneficiary, or should the Nominated Beneficiary have pre-deceased the Officer, or if, having made reasonable endeavours, the Company is unable to trace the Nominated Beneficiary, the Company shall pay the sum to such person as it shall, in its absolute discretion, decide. The Officer accepts and agrees that the Company's decision in this respect will be final.

Funeral Expenses

If the Officer dies whilst performing the Services, or when travelling to or from the place of performance of such Services, the Company shall pay for:

the full cost of burial or cremation if the Officer is buried or cremated in the country where the death occurred, such country not being his normal country of domicile or, if the next of kin of the deceased so requires, for the repatriation of the body to the Officer's country of domicile and the full cost of burial and cremation in such country. for the cost of packing and transportation of the deceased's personal effects to his normal place of residence in his country of domicile.

=

7.6 General

Any payment made for disability and/or death shall be without prejudice to any claim for compensation, which can be made in law. In the event of any claim being made in any jurisdiction then the Officer agrees that any payments made under sub-Clauses 7.2 or 7.3 shall be repaid and/or deducted as may be permitted in the relevant jurisdiction from any award in damages or settlement reached in respect of any such claim.

The Officer undertakes to make full disclosure, at any medical examination arranged by the Company, of all facts relating to any accident, illness and/or disability which could affect the decision of the Company or its insurers to make payments in respect of such accident, illness and/or disability. The Officer undertakes to declare prior to joining the Vessel any medical condition, illness, disability or other relevant information, that may affect his ability to perform his duties onboard the Vessel or on any vessel on which the Services shall be performed at that time or during his tour of duty.

For the avoidance of doubt compensation for death, accidental injury or illness shall not be payable if, in the opinion of the Company or its insurers, the death, accidental injury or illness resulted from, amongst other things, the Officer's suicide, attempted suicide, willful act, default or misconduct whether at sea or ashore, or if the death, accidental injury or illness originated from a condition which was deliberately concealed or pre-existing at the time of commencement of employment or prior to joining the Vessel or any vessel on which the Services shall be performed..

[INTENTIONALLY BLANK]

The provisions (as amended from time to time) of clauses 20 (medical attention), 21 (sick pay), 23 (disability), 24 (loss of life, death in service) and 25 (insurance cover) of the ITF Approved Standard Agreement for Indian Officers, as onboard the Vessel from time to time, shall apply.

Safety

The company's and owners', operator's and managers' Policies and Procedures and Working Practices, the Code of Safe Working Practices, the Code of Conduct for the Merchant Navy, the Standards of Training Certification and Watch keeping (STCW), relevant Regulations, M Notices, Rules and Byelaws, Company objectives and any other Rules and Regulations must

=

be strictly adhered to whilst working onboard any vessel on which the Services shall be performed.

The Company shall procure that on any vessels on which the Services shall be performed, safety standards are maintained which are in accordance with the regulations laid down by the Flag State of the Vessel. The Officer agrees to abide by these safety standards.

The Officer is required to: -

take reasonable care of his own health and safety and that of others onboard who may be affected by his acts and omissions;

cooperate with anyone else carrying out health and safety duties;

report any identified serious hazards or deficiencies immediately to the appropriate officer or other authorized person;

make proper use of plant and machinery and treat any hazard to health and safety with due caution;

ensure protective clothing and safety equipment issued by, or on behalf of, the Company or onboard any vessel on which the Services shall be performed is worn and maintained at all times as required by the vessel's Working Practices;

keep all documents including Certificates of Competency, Certificates of Medical Fitness, Yellow Fever Certificates and Core Training Matrix valid and in his possession. Failure to have these documents will result in an Officer being placed on unpaid leave until he is able to join the Vessel or any vessel on which the Services shall be performed with the necessary valid documents;

immediately and in writing notify the Master on joining the Vessel or any vessel on which the Services shall be performed and, where practicable the Manning Office, before joining the Vessel or any vessel on which the Services shall be performed if the Officer is taking any medication whether prescribed by a doctor or obtained without prescription. Failure to do so may result in disciplinary action;

=

read and sign for the owners', operators' and/or managers' Quality Management System, including Policies, Procedures and vessel's Working Practices on joining the Vessel and thereafter read and sign for any amendments thereto on joining each subsequent vessel on which the Services shall be performed.

The Officer is required to know and comply with the safety rules and regulations affecting his employment.

In the event the Officer is involved in or witnesses an accident, incident or near miss he shall report this to the Master or other senior officer as soon as is reasonably practicable and complete all necessary report forms.

The Officer shall at all times abide by the smoking policy in force onboard the Vessel and on any vessel on which the Services shall be performed from time to time.

The smoking policy in force onboard the Vessel or any vessel on which the Services shall be performed will be enforced by the Master. Any breach of such policy by the Officer will result in disciplinary proceedings. Where there is serious and/or persistent breach of such policy this may result in dismissal from such vessel and may lead to dismissal from employment by the Company.

Drugs & Alcohol Abuse

The Officer shall at all times comply with the Company's Drugs & Alcohol Policy and such other policy as may be in force onboard any vessel on which the Services shall be performed from time to time.

Travel

Repatriation at the end of each tour, unless the Company agrees otherwise in writing, shall be to the Officer's normal place of residence in his country of domicile, as stated on page 4 of this Agreement, at the date of acceptance of this Agreement by the Company.

When the Officer is travelling in connection with the performance of the Services, the class of travel and other terms of travel will be in accordance with the Company's travel policy as may be amended from time to time.

=

[INTENTIONALLY BLANK]

[INTENTIONALLY BLANK]

Damage to Personal Effects

It is the duty of the Officer to make every effort to safeguard his own property. This includes any tools brought onboard any vessel on which the Services shall be performed.

Whilst the Officer is travelling in the performance of and performing the Services onboard, his personal effects will be covered by insurance up to a maximum of US\$2,500 in any one tour of duty. This insurance is subject to terms and limits as more particularly set out in the Employee Handbook or as may otherwise be notified by the Company.

[INTENTIONALLY BLANK]

Travel Documents

At the commencement of each tour of duty the Officer shall be in possession of a passport valid for not less than six (6) months beyond the intended date of completion of the tour of duty and a US visa. It is the responsibility of the Officer to ensure that each of the foregoing documents is and will remain current and valid so as to enable him to perform the Services and to enable him to travel to and from any place of performance of the Services.

The cost of renewing the validity of the Officer's passport shall be for the Officer's account. The cost of renewing the visa shall be borne by the Company. Replacing lost or stolen documents shall be at the Officer's expense.

Any changes to passport details, of whatsoever nature, shall be advised to the Company in writing through the Manning Office without delay.

Failure to be in possession of valid travel documents will result in the Officer being placed on unpaid leave until he rejoins a Vessel with the necessary valid travel documents.

=

Medical Examination

The Officer's employment is conditional on his being healthy, meeting medical fitness at all times to the Company required standards and MSN 1765 (M) (as amended from time to time) and being able to access all areas of any vessel on which the Services shall be performed from time to time without restriction through health, fitness or weight.

Prior to employment the Officer will be required to undergo a medical examination at the Company's expense by a doctor nominated by the Company. The Officer must at the time of this medical examination supply the doctor with true and complete information regarding his past and present state of health, whether effectively controlled by treatment or not.

The Officer shall be available to be medically examined by a doctor at the Company's nominated medical center on every alternate leave period and the cost of any such examination shall be borne by the Company.

In addition to any medical examinations carried out under sub-Clauses 14.2 and 14.3 above, the Company shall have the right to require the Officer to be medically examined, at the Company's expense, before joining a vessel on a tour of duty or whenever it considers such an examination to be necessary and the Officer hereby consents to any such examination.

The Officer undertakes to make full disclosure at each Company medical examination of all facts relating to his state of health which could affect the willingness of the Company's insurer to provide insurance cover on the then current terms and conditions or any other terms and conditions. The Officer acknowledges and accepts that failure to make such disclosure may render payment of compensation, under Clause 7, null and void. Facts which may later have relevance include, but are not limited to, hereditary illnesses, diseases or conditions whether or not manifest, illnesses already diagnosed and noted on any of the Officer's personnel records or medical history, any deterioration in eyesight (including problems with night blindness), hearing problems and any deterioration in health suffered by the Officer which has not been disclosed to, or has been deliberately withheld from, the Company or the Company's appointed medical examiner.

A failure to declare to the doctor the fact of, or full extent of, past and present medical conditions whether asked about them or not shall be treated as a serious matter. In the event that medical conditions/history are not declared in full to the examining doctor (whether requested or not) and/or the doctor is misled then this will be treated as gross misconduct i.e.

=

obtaining of employment and/or benefits by false pretences and may result in dismissal from employment without notice. Such misconduct will also result in the loss of benefits and insurance and possible legal action. The Officer's obligation to declare and disclose all medical history and conditions is a continuing one and applies to all medical examinations including those at intervals determined by the Company or on their behalf. The Officer shall declare and disclose any changes in his health, medical history or medical conditions, which occur between medical examinations, or after a medical examination but prior to joining the Vessel on any tour of duty, which changes may affect his medical fitness for seagoing duties, and the Officer shall at the latest upon joining any vessel on which the Services shall be performed notify the Master and, where practicable, the Manning Office in writing of any such changes.

Any medical examination and/or drug and/or alcohol testing procedures required by the Company may include the taking of blood urine, hair and saliva samples and such other samples as the doctor nominated by the Company may reasonably request and the Officer hereby agrees to provide such samples if required during the medical examination and/or alcohol and/or drug testing procedures.

A refusal to provide samples in accordance with sub-Clause 14.7 will be treated by the Company as an act of gross misconduct.

Study Leave

For courses approved by the Company, appropriate study leave may be granted. No salary shall be payable and no earned leave shall accrue during periods of study leave, which are restricted to one period of study leave per Certificate of Competency. A study leave bonus (one time payment) is applicable and payable one month following the Officer rejoining their next BP Vessel after obtaining the higher grade of certificate of competency. The amount of such bonus is specified in Appendix A as amended from time to time.

The Officer shall apply to the Company in writing for study leave at least six (6) months in advance of the planned commencement date of such study leave. Late receipt of study leave applications may result in the Company deferring the granting of study leave.

The Company shall make every reasonable effort to grant requests for study leave for the purposes of obtaining Certificates of Competency but shall have the right to defer the granting of study leave if the granting of such leave is not compatible with the Company's, or the vessel owners', operator's or manager's operational requirements.

=

Training Courses

It is the policy of the Company to ensure that the Officer undertakes regular training. Attendance of the Officer at training courses undertaken at the Company's request is mandatory and may necessitate an interruption to earned leave. In such an event, the earned leave period shall be extended by the number of days spent training together with any travel time incurred.

All course costs incurred in attending training at the Company's request, as well as reasonable personal travel and accommodation costs, shall be borne by the Company.

If the Officer fails to attend any course without reasonable cause, then he will be liable for any unavoidable costs and expense incurred by or on behalf of the Company, including any cancellation charge by the training provider or hotel. The Company reserves the right to commence disciplinary proceedings against the Officer in certain circumstances and persistent or flagrant failure to attend may result in dismissal.

The Officer shall be responsible for ensuring that their STCW 95 certificates are maintained current at their own time and expense. For training courses attended by the Officer before his first employment with the Company, 50% wages are payable for the actual number of course days, however, there will be no entitlement to accrual of leave.

[INTENTIONALLY BLANK]

Uniform/Protective Clothing

In the interests of hygiene, health and safety the Officer is required not to wear body pierced ornaments (other than ear studs), jewellery or rings whilst on duty. Wristwatches may be worn at all times.

Whilst on duty, the Officer shall wear such uniform, or protective clothing and equipment, as the Company and/or the Working Practices on any vessel on which the Services shall be performed require.

=

Failure to wear prescribed uniform and/or protective clothing or to use personal protection equipment may result in disciplinary action.

Conduct

19.1. The Officer is expected to conduct himself in a professional and conscientious manner at all times whilst performing the Services and travelling to or from the place of performance of the Services and shall pay particular attention to the Company's Code of Conduct, the Code of Conduct for the Merchant Navy and the Company's Disciplinary & Grievance Rules and Procedures set out in Employee Handbook.

Failure to adhere to the Company's conduct requirements may lead to disciplinary action and/or dismissal.

Subject to the provisions (as amended from time to time) of Article 19 of the ITF Approved Standard Agreement for Indian Officers as onboard the vessel, disciplinary action may be taken in respect of any misconduct, whether on or off a vessel and/or on or off Crew Agreement, where such conduct is relevant to, and/or reflects on, service with the Company and/or employment obligations and/or on the vessel's owners, operators or managers.

Executive Ship Management Pte. Ltd, as agents of the Company, may carry out necessary disciplinary procedures.

The Officer shall, throughout the term of this Agreement, advise the Company and the Master of any vessel on which the Services shall be performed immediately in the event that he is charged with a criminal offence, whether committed on a tour of duty or otherwise, and shall immediately advise the Company if subsequently convicted of that offence.

Activities by the Officer which result in adverse publicity to the Company or the owners, operators or managers or which cause the Company to lose faith in the integrity of the Officer may lead to disciplinary action for gross misconduct and may lead to dismissal. This is regardless of whether such behavior occurs whilst on duty or during any period of leave.

=

20. [INTENTIONALLY BLANK]

Maternity

=

The Company's Maternity terms apply as set out from time to time in the Employee Handbook.

Discipline

All vessels on which the Services shall be performed are unique places of work where safety and discipline are paramount. Legislation, regulations and codes of practice, which apply to the shipping industry, emphasise the seriousness of health, safety and discipline onboard all such Vessels and in some instances make the Master and/or officers and/or crew criminally liable in situations where breaches or neglect of duty occur. This can include situations where an incident did not occur but could have done so causing damage or injury.

The Company recognises the need to establish a procedure to promote fairness and order in the treatment of the Officer, who may become liable to disciplinary action because of a failure to meet standards of behaviour and performance required by the Company.

The Code of Conduct for the Merchant Navy and the ITF Approved Standard Agreement for Indian Officers, supplemented by the Company's Terms and Conditions of employment and the owners', operators' and managers' Policies and Procedures govern the conduct of all Officers onboard any vessel on which the Services shall be performed.

The ability of the Master or any officer to discipline the Officer on board any vessel on which the Services shall be performed is not limited to the acts and misconduct set out in the Code of Conduct for the Merchant Navy. The Master, his officers and the Company are entitled to discipline the Officer where there has been a breach of any standing orders, the provisions of this Agreement and/or any policies, operation, rule or procedure or legislation or the Working Practices of any vessel on which the Services shall be performed. This list is not intended to be exhaustive.

Where the Master considers, following a Master's Disciplinary Hearing, that the breach is serious, he may dismiss the Officer from the Vessel. Dismissal from the Vessel or any vessel on which the Services shall be performed is not dismissal from the Company's employment. The Officer may be suspended after dismissal from any vessel on which the Services shall be performed on full pay whilst an investigation takes place.

A shore side disciplinary hearing will be convened as soon as reasonably practicable following repatriation.

=

All shore side disciplinary hearings will be conducted in accordance with the Company's Disciplinary & Grievance Rules and Procedures.

The Company's current Disciplinary & Grievance Rules and Procedures are set out in the Employee Handbook. These rules and procedures are not contractually incorporated into the Officer's contract of employment and may change from time to time.

Grievances

The policy of the Company is that the Officer should be able to raise any grievance relating to his employment with Company management to resolve the grievance as near as possible to the point of origin any grievance will be dealt with in accordance with the Company's Disciplinary & Grievance Rules and Procedures.

Collective Agreement

These Terms and Conditions of employment are not subject to any Collective Agreement.

Alterations to the Terms and Conditions of Employment and/or Company Policies or Procedures

The shipping industry is heavily regulated and changes to the operation of Vessels, work standards and manning may be necessary from time to time. The Company may, due to such changes and/or best practice and/or BP Group requirements, change any of its Policies and Procedures or require to change the Officer's contractual terms. The terms of this Agreement may therefore be varied on notice from time to time. The Officer will, save in exceptional circumstances, receive at least one month's notice of any changes.

The Company undertakes to notify the Officer in writing either by personal communication, circular notices or by means of posting on the notice boards of any vessel on which the Services shall be performed of any variations to the principal Terms and Conditions of employment, Company rules, employee benefits and other matters.

=

Personal Information and Personal Records

The Officer must ensure that the Company has at all times in its possession the Officer's correct residential address in his country of domicile, email address and telephone numbers (including mobile telephone numbers), where the Officer can be contacted whilst on leave.

It is the responsibility of the Officer to ensure that the Company has up to date details of next of kin and Nominated Beneficiaries.

Confidentiality Requirements

The Officer is expected to set high standards of conduct both onboard and when travelling to and from any vessel on which the Services shall be performed with regard to protecting the confidentiality of the Company's information and that of the Owners, Operators and/or Managers of any vessel on which the Services shall be performed.

The Officer will not, during the course of his employment or thereafter, divulge confidential information concerning the affairs of the Company and/or the Owners, Operators and/or Managers of any vessel on which the Services shall be performed from time to time and/or any of its or their subsidiaries or associated companies, without their previous consent in writing. The Officer will not use or attempt to use any information of a confidential nature, which may be acquired in the course of his employment, otherwise than for the performance of the Services. The Officer must not make any statement to the public or communicate with the press, radio, television or film companies, either orally or in writing on any subject relating to the work, operations or business of the Company and/or the Owners, Operators and/or Managers of any vessel on which the Services shall be performed and/or any of its or their subsidiaries or associated companies, without the prior written approval of the Company.

Failure to comply with this requirement will be regarded as a serious breach by the Officer of his contract of employment and may be treated as gross misconduct leading to summary dismissal. Any breach after employment with the Company has terminated may give rise to Court action.

Email/Internet Policy

The Company provides email and Internet access for use by some Officers. If used appropriately these facilities may assist the Officer's work and aid internal and external

=

communications. However inappropriate use creates many problems ranging from loss of work time to potential legal claims against the Company. Inappropriate emails can also cause distress to fellow employees and/or third parties and may affect the working environment. The Company takes the misuse of the email or Internet facilities very seriously. The Officer must fully familiarize himself with the Company's email/Internet policy as current from time to time. Breach of such policy will result in disciplinary proceedings against the Officer and may, in appropriate cases, result in summary dismissal.

BP Code of Conduct

The Officer is required to follow the BP Code of Conduct. Any breach of the BP Code of Conduct by the Officer will be investigated by the Company and may result in disciplinary action up to and including dismissal.

Law

This Agreement and all modifications hereto or amendments hereof and all agreements entered into pursuant to, or supplemental to, this Agreement shall be governed by and construed in accordance with the laws of Singapore. The parties hereby irrevocably agree that the Courts of Singapore shall have non-exclusive jurisdiction to determine any disputes that may arise out of or in connection with this Agreement.