

Requirements for
Registration/Accreditation of
SHIPPING/MANNING COMPANY

Please provide the following:

1. **Request Letter** from the company/employer, addressed to the Labor Attache of Philippine Overseas Labor Office (POLO) requesting for verification of the documents
2. **Information Sheet** (form provided, please fill-up completely (1 copy)
3. **Registration of Vessel** (1 copy)
4. **Particulars of the Vessel, type of vessel** (1 copy)
5. **Salary Wage Scale** (1 copy)
6. **POEA License** of the Philippine Agency with original certified true copy chop of POEA (1 copy)
7. **Certified Extract of Information on the Register (IRBR37)** from Business Registration Office (1 copy)
8. **Business Registration*** of the Company (3 copies)
9. **Hong Kong ID*** of the Employer/Signatory in the Employment Contract (3 copies)
10. **Manning Agreement** between Philippine manning agency and Hong Kong principal (notarized, 1 original and 2 photocopies)
**Download sample form at: http://www.poea.gov.ph/agency/manning_agreement.pdf*
11. **Special Power of Attorney** (notarized, 1 original and 2 photocopies)
**Download sample form at: <http://www.poea.gov.ph/agency/spa1.pdf>*
12. **Crew Order Request** to the Philippine Agency (1 original and 2 photocopies)
**Download sample form at: <http://www.poea.gov.ph/agency/spa1.pdf>*
13. **Standard Terms and Conditions Governing the Overseas Employment of Filipino Seafarers On-board Ocean Going Ships and Standard Employment Contract** (3 copies each)

HONG KONG PRINCIPAL

NAME OF AGENCY :	
ADDRESS :	
TELEPHONE NUMBER :	
FAX NUMBER :	
E-MAIL ADDRESS :	
NATURE OF BUSINESS:	
NAME OF AUTHORIZED REPRESENTATIVE :	
POSITION :	
CONTACT NUMBER :	

PHILIPPINE PARTNER

NAME OF AGENCY :	
ADDRESS :	
TELEPHONE NUMBER :	
FAX NUMBER :	
E-MAIL ADDRESS :	
NATURE OF BUSINESS:	
NAME OF AUTHORIZED REPRESENTATIVE :	
POSITION :	
CONTACT NUMBER :	

MANNING AGENCY AGREEMENT

This Agreement, entered into by and between:

_____, a corporation duly organized under the laws of _____,
with offices at _____, hereinafter referred to as the PRINCIPAL;

and

_____, a corporation duly organized under Philippine laws, with
offices at _____, hereinafter referred to as the AGENT;

WITNESSETH

WHEREAS, the PRINCIPAL desires to hire qualified and competent Filipino crew for its vessels;

WHEREAS, the AGENT represents that it is a duly-licensed manning agency and is competent to carry out the services required by the PRINCIPAL;

NOW THEREFORE, for and in consideration of the foregoing premises and the mutual covenants herein contained, the parties hereby agree as follows :

Appointment

The PRINCIPAL hereby appoints the AGENT as the manning or crewing agent for its vessels for purposes of recruiting Filipino crew for employment onboard the vessels owned or operated or managed by the PRINCIPAL and the AGENT hereby accepts such appointment under the terms of this Agreement.

Responsibilities of the Agent:

1. The Agent shall screen and engage competent and qualified Filipino crew in accordance with the recruitment instructions of the Principal. For this purpose, the Agent shall cause all crew hired pursuant to this Agreement, to enter into such terms and conditions as are agreed upon by the Principal and the Agent.
2. The agent shall arrange for the pre-employment physical and medical examinations of the crew.
3. The Agent shall arrange all visas, passports and other travel documents of the crew, including pre-departure orientation seminars.
4. The Agent shall make the necessary arrangements to ensure the timely arrival of the crew at the designated port for the account of the Principal.

5. The Agent shall effect the prompt payment of allotments to the crew's designated allottees in accordance with POEA rules and regulations and pertinent Philippine laws.
6. The Agent shall be responsible for the payment of contributions to the Social Security System; the employer's contribution shall be chargeable to the Principal, and the crew's contribution shall be deducted from the monthly payroll
7. The Principal, through the Agent shall also be responsible for the payment of crew contribution to the Seafarer's Welfare Fund
8. The Agent, shall upon prior clearance from the Principal, effect the transfer, replacement or termination of crew
9. The Agent shall keep the Principal informed at all times of any demand, claim or legal action brought against the Principal and the Agent, by the crew hired under this Agreement.
10. The Agent shall maintain complete accounts and records of all crew hired on behalf of the Principal and shall provide the Principal of such information as may be reasonably required by the Principal

Responsibilities of the Principal

1. The Principal shall furnish the Agent with recruitment instructions with regards to the required manpower complement for a particular vessel
2. The Principal shall provide the Agent with a complete set of its policies relative to shipboard personnel or standards for recruitment or any other material or information that may assist the Agent in the performance of its undertaking under this Agreement.
3. The Principal shall be responsible for the payment of the crew's airfare and other travel expenses to and from the vessel, hospitalization, sickness compensation, disability, death benefits and other payments due to the crew. The scope of such payments shall be in accordance with relevant Collective Bargaining Agreements (CBA) and/or benefits specified under the POEA Standard employment contract in case of sickness, injury or death of the crew.
4. The Principal shall be responsible to take or arrange Protection and Indemnity (P&I) coverage with a reputable P & I Club, specifically to cover the benefits to which the crew are entitled to under the POEA Standard Employment Contract while this Agreement is in effect.
5. The Principal shall remit thru the Agent, 80% of the crew's basic salary to be paid by the Agent to the nominated beneficiary/allottee.
6. The Principal shall reimburse the Agent for all expenses of whatsoever kind, which are incurred by the Agent in connection with the services hereby contracted for.

Agent's Compensation and Reimbursable Expenses

For and in consideration of the services of the Agent, the Principal agrees to pay and reimburse the Agent the following :

(Note: These are subject to negotiations between the Agent and the Principal)

Period of Agreement

This Agreement shall be effective from the date of execution until terminated in accordance with

Termination of Agreement

This Agreement, upon written notice to the other party, shall be terminated or cancelled effective immediately due to the following ::

(Note: Parties should determine the grounds for termination)

This agreement may be terminated by the Parties with a _____ days/months prior written notice given by either party.

Dismissal of Seamen

A crew may be dismissed for any of the just causes for dismissal provided for under the POEA Standard Employment Contract and the Labor Code of the Philippines and in accordance with the procedures on due process as mandated by Philippine law.

Governing Law

This Agreement shall be governed by the laws of the Philippines.

Notices

Any notice to the Principal shall be sent to the Principal at the following address:

Any notice to the Agent shall be sent to the Agent at the following address:

IN WITNESS WHEREOF, the parties have hereunto set their hands this ____ day of _____
at _____ >

Principal

Philippine Agent

SPECIAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

I, _____, of legal age, with office address at _____ in my capacity as President of _____ do hereby appoint, name and constitute _____ represented in this act by _____, likewise of legal age, Filipino, (President/Proprietor/Proprietress/General Manager) of _____, with its office address at _____, PHILIPPINES, as our true and legal representative to act for in our name and stead and only with prior written consent to perform the following acts:

1. To represent our company before any and all government and private offices/agencies in the Philippines;
2. To enter into any and all contracts with any person, corporation, institution or entity in a joint venture or as partner in the recruitment, hiring and placement of Filipino contract workers for overseas employment;
3. To sign, authenticate and deliver all documents necessary to complete any transaction related to such recruitment and hiring, including making the necessary steps to facilitate the departure of the recruited workers;
4. To bring suit, defend and enter into compromises in my name and stead in litigations brought for or against us (or our company) in all matters involving the employment of the Filipino contract workers for myself (our company);
5. To assume jointly and severally with the undersigned (our company) any liability that may arise in connection with the worker's recruitment and/or implementation of the employment contract and other terms and conditions of the appointment as defined and spelled out in the attached agreement, which we have previously executed.

HEREBY GRANTING unto _____ my (our) said legal representative in the Philippines full power and authority to execute or perform whatsoever requisite or proper to be done in about the promises as fully to all intents and purposes as I might or could lawfully do if personally present, with power of substitution and revocation and hereby ratifying and confirming all intents and purposes as I might or could lawfully do if personally present, with power of substitution and revocation and hereby ratifying and confirming all that my (our) said legal representative, _____ or his substitute shall lawfully do or cause to be done under and by virtue of these presents.

Name & Signature
Passport No.
Date Issued:

"GUIDE ONLY"

(Letterhead of the Principal)

(Date)

(Agency Representative)
(Designation)
(Agency Name)
(Address)

Subject: **CREW ORDER REQUEST**

Dear _____,

Our company (Name of Principal) is in need of (at least 50) Filipino seafarers to be deployed on board our various vessels, as follows:

1. VESSEL NAME
VESSEL PARTICULARS:
Ex-name of vessel
Vessel Type
Port of Registry
Year Built
Class
GRT
NRT
DWT
CREW COMPLEMENT

Position	Number Needed	Basic Salary (US\$)
Officers Ratings (enumerate positions)		
	TOTAL:	

2. VESSEL NAME
VESSEL PARTICULARS:
(Same as above)

Please supply us the needed manpower as soon as possible. Thank you.

Very truly yours,

(Principal Representative)
(Designation)
(Principal Name)

Republic of the Philippines
Department of Labor and Employment
PHILIPPINE OVERSEAS EMPLOYMENT ADMINISTRATION

CONTRACT OF EMPLOYMENT

KNOW ALL MEN BY THESE PRESENTS:

This contract, entered into voluntarily by and between:

Name of Seafarer: _____
Address: _____
SIRB No.: _____ SRC No.: _____
License No.: _____ - NA - _____
Hereinafter referred to as the Employee
And

Name of Agent: _____
For and in behalf of _____
(Principal/Country)

For the following vessel:
Name of vessel: _____
Official Number: _____ Gross Registered Tonnage (GRT) _____
Flag: _____ Year Built: _____ Classification Society: _____

WITNESSETH

1. **That the Employee shall be employed on board under the following terms and conditions:**
 - 1.1 Duration of Contract: _____
 - 1.2 Position: _____
 - 1.3 Basic Monthly Salary: _____
 - 1.4 Hours of Work: _____
 - 1.5 Overtime: _____
 - 1.6 Vacation Leave with Pay: _____
 - 1.7 Point of Hire: _____
2. The herein terms and conditions in accordance with Governing Board Resolution No. 9 and Memorandum Circular No. 10 both Series of 2010, shall be strictly and faithfully observed.
3. Any alterations or changes, in any part of this Contract shall be evaluated, verified, processed, and approved by the Philippine Overseas and Employment Administration (POEA). Upon arrival, the same be deemed an integral part of the Standard Terms and Conditions Governing the Employment of Filipino Seafarers On Board Ocean-Going Vessels.
4. Violations of the terms and conditions of this Contract with its approved addendum shall be ground for disciplinary action against the erring party.

IN WITNESS WHEREOF, the parties have hereto set their hands this ___ day of ___ 2012 at

Seafarer

For the Agent

Verified and approved by the POEA

Date

Signature of the POEA Official