



SPECIAL AGREEMENT

This Special Agreement is made BETWEEN:

(i) The INTERNATIONAL TRANSPORT WORKERS' FEDERATION ("the ITF") whose headquarters are at ITF House, 49-60 Borough Road, London, SE1 1DR, United Kingdom;

and

(ii)..... ("the Company") whose address is in respect of the ship(s) described in Schedule 1 hereto ("the Ship");

WHEREAS:

1. The ITF is an independent trade union organisation comprising fully autonomous trade union organisations in transport and allied services throughout the world and individual members of the Special Seafarers' Department of the ITF;
2. The Company is the owner/agent of the owner of the Ship described in Schedule 1 hereto;
3. An ITF Approved Collective Bargaining Agreement ("CBA") is an agreement that has been approved by the appropriate body of the ITF as complying with minimum standards of employment in accordance with ITF policy including the ITF Standard Collective Bargaining Agreement;
4. The ITF and the Company wish to regulate the conditions of employment of all seafarers (hereinafter individually referred to as a "Seafarer") serving from time to time on board the Ship.

NOW IT IS AGREED:

Article 1: This Special Agreement shall be effective for year(s) from tounless terminated in accordance with Article 4 below.

Article 2: The Company undertakes as follows:

- a to employ each Seafarer in accordance with the current terms of the ITF Standard Collective Bargaining Agreement (CBA) as amended by the ITF from time to time or the following approved Collective Bargaining Agreements (CBA) and to the ITF Continental Shelf Policy (Schedule 3) as amended by the ITF from time to time
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- b to incorporate the terms and conditions of the relevant ITF Approved Collective Bargaining Agreement into the individual contract of employment of each Seafarer (and if necessary to register the contracts with the relevant national body). Any Seafarer enjoying or offered terms and conditions which taken as a whole are recognised by the ITF as more favourable to the Seafarer shall continue to enjoy or be entitled to such terms and conditions notwithstanding paragraph a above;
- c to conclude and maintain in force for the duration of this agreement appropriate insurance to cover all liabilities in the relevant ITF Approved Collective Bargaining Agreements and the requirements of Standard A2.5.2 of MLC 2006, as amended;
- d to furnish to the ITF forthwith copies of the:
 - Signed Special Agreement
 - Signed ITF Approved Collective Bargaining Agreement(s) (CBA)
 - Anonymised sample of Contracts of Employment for each position
 - Anonymised Crew List displaying the number of position and their designation, nationality and gender only
- e to pay to the ITF and/or the appropriate affiliated union of the ITF the fees as stated in Schedule 2;
- f to keep on board the Ship accurate records of all hours worked by Seafarers, all payments made to Seafarers, monthly payrolls and/or individual payslips of Seafarers, copies of the Special Agreement, signed ITF Approved Collective Bargaining Agreements and ITF Blue Certificate to be issued under Article 3 hereof and to ensure each Seafarer access to these documents at all times;

- g. to permit or obtain immediate permission for representatives of the ITF to board the Ship, to consult with Seafarers and to access, inspect and/or copy any documents related to crew employment and safety or other information applicable to the wellbeing of the Seafarer, whether the Ship is in berth or not and whether or not the Seafarer is on board the Ship;
- h. to man the Ship competently and adequately so as to ensure its safe operation and in no case at a lower level than the agreed manning scale;
- i. not to demand or request any Seafarer to enter into any document by which the Seafarer agrees to give up any rights to which he becomes entitled as a consequence of this agreement and the Company agrees that any such document already in existence shall be null and void and of no legal effect;
- j. to ensure that neither seafarers nor anyone else on board whether in permanent or temporary employment by the Company shall carry out cargo handling services in a port, at a terminal or on board of a vessel, where dock workers, who are members of an ITF affiliated union, are providing the cargo handling services. Where there are not sufficient numbers of qualified dock workers available, the ship's crew may carry out the work provided that there is prior agreement of the ITF Dockers Union or ITF Unions concerned; and provided that the individual seafarers volunteer to carry out such duties; and those seafarers are qualified and adequately compensated for that work. For the purpose of this clause "cargo handling services" may include but is not limited to: loading, unloading, lashing, unlashng, checking and receiving;
- k. to ensure that when a vessel is in a port where an official trade dispute involving an ITF-affiliated dock workers' union is taking place, there shall not be any cargo operations undertaken which could affect the resolution of the dispute. The Company will not take any punitive measures against any seafarer who respects such dockworkers' trade dispute and any such lawful act by the seafarer shall not be treated as any breach of the seafarer's contract of employment, provided that this act is lawful within the country it is taken;
- l. in implementation of clauses j and k above, due regard should be given to the "Non-Seafarers' Work" clauses and Appendices of the Collective Bargaining Agreement;
- m. to reimburse the ITF and its affiliates all reasonable costs and expenses incurred in taking action to enforce the Company's undertakings herein;

Article 3:

- a. the ITF undertakes, having received and approved copies of the documents referred to in Article 2(d) above, and provided that the ITF and/or the appropriate union have received the fees and contributions payable under Article 2(e) above, and further provided that there are no outstanding claims of Seafarers, to issue an ITF Blue Certificate (hereinafter called "the ITF Blue Certificate") certifying that the Ship is covered by an ITF Approved Collective Bargaining Agreement provided that the property in the ITF Blue Certificate shall at all times remain in the ITF.
- b. the ITF undertakes to safeguard and protect all crew personal data it receives under Article 2 (d) and any crew personal data contained in documents under Article 2 (g) relating to crew employment and safety and that it will comply with the provisions of the General Data Protection Regulation (EU) 2016/679 in relation to any personal data of the Company's employees, submitted to the ITF where required to do so by law. The ITF will take all appropriate technical and organisational measures necessary against the unauthorised or unlawful processing of personal data and against the accidental loss or destruction of or damage to such personal data and will use such crew personal data only for explicit and legitimate purposes.

Article 4: This Special Agreement may be terminated as follows:-

- a. by the ITF immediately upon notification to the Company in the event of default by the Company of any of its undertakings herein. Upon termination, the ITF Blue Certificate shall become null and void;
- b. by either party of this Special Agreement provided that at least one month's notice of termination is given prior to end of the term;
- c. at any time by the mutual agreement of the parties hereto;
- d. Upon expiry of the period of the Special Agreement.

Article 5: Save in the event of a proper termination under Article 4, the Company, should it wish to enter into a new Special Agreement, will, no later than one month prior to the expiry of this Special Agreement, send to the ITF the documents referred to in Article 2(d) above, and will pay the fees and contributions payable under Article 2(e) above. Upon receipt and approval of same the ITF undertakes to renew the ITF Blue Certificate.

Article 6: The ITF shall be entitled to change the rates in the relevant ITF Approved Collective Bargaining Agreements and the rates shown in Schedule 2 hereto upon 2 months notice to the Company whereupon the changed rates shall come into force from the date specified.

Signed by:
Name:
Company:
 the Company/on behalf of the Company who is duly authorised
 by the owner of the Ship to sign on its behalf

Signed by:.....

Name(s):.....
 on behalf of the ITF on receipt of the authorisation from the ITF, London

Date:.....
Place:

Date:.....
Place:.....

SCHEDULE 1

VESSEL:	FLAG:
IMO:	REG. TONNAGE:
REG. OWNER:	BEN. OWNER:
CREW/ TECHNICAL MANAGER (delete as appropriate):	MANNING AGENT:

SCHEDULE 2

SSD ENTRANCE FEES	US\$.....per position for 1 yr:	positions.	US\$.....
UNION MEMBERSHIP FEES	US\$.....per position for 1 yr:	positions.	US\$.....
WELFARE FUND	US\$ 250 per position for 1 yr:	positions.	US\$.....
	TOTAL PER YEAR		US\$.....
	GRAND TOTAL		US\$.....
	(Special Agreement period)		

SCHEDULE 3

In accordance with ITF Continental Shelf/Flag State Jurisdiction Policy, both parties accept that any proposed changes to manning, nationality or Collective Bargaining Agreements must be notified to the signatory union/s prior to any new contract coming into force. Any changes must also be agreed with signatory union/s and with the ITF Affiliated Trade Unions of the Continental Shelf state where the vessel may be operating.

ITF Offshore Continental Shelf/Flag State Jurisdiction Policy

1. "Maritime mobile offshore units" when operating within a foreign Continental Shelf State shall be covered by the legislation, regulations and collective bargaining agreements of the National Flag State.
2. The collective bargaining conditions of the National Flag State shall at least be substantially equivalent to those existing in the Continental Shelf State and the case of Flag of Convenience units, ITF policy is applied. All "units" shall also adhere to ILO Conventions and Recommendations applicable to seafarers and ships as well as to all applicable IMO Conventions, Codes and Resolutions.
3. If the continental shelf state has issued rules and regulations with regard to employment and social and economic conditions or there is a trade union policy requiring the use of local labour no ITF affiliate shall man the "unit" until negotiations have taken place between the ITF affiliates in the National Flag State and the Continental Shelf State.
4. During the negotiations mentioned above the general rule to be observed should require that the "maritime crew" be nationals or residents of the National Flag State or the Continental Shelf State and be members of an ITF seafarer affiliate. In those instances where the "unit" is operating under a Flag of Convenience the negotiating rights lie with the unions in the country of beneficial ownership.
5. The National Flag State and the Beneficial Ownership State affiliates respectively shall have the right to be present during all negotiations between the Continental Shelf State affiliates and the owner/operator/charter of a "unit" on the subject of the manning of the "unit".
6. It is important in this context that affiliates concerned keep each other and the ITF informed of all aspects and stages of negotiations. National Flag State/Continental Shelf State affiliates shall provide the ITF with copies of all relevant legislation, regulations and policy documents.
7. At any stage of the inter-union negotiations the ITF affiliates may call on the ITF to act initially as conciliator and ultimately, as provided for in the ITF constitution, as arbitrator.
8. Every effort shall be made by National Flag State/Continental Shelf State affiliates to secure an agreement with the owners, operator, and charterers to return the unit to National Flag State affiliates under an ITF acceptable agreement.
9. Where there is a National or Continental Shelf Agreement in place for "offshore project crew" serving on multipurpose vessels performing underwater missions, the rights of ITF affiliates holding such agreement must be respected and the current ITF Offshore Standard Agreement may only be amended to cover such personnel with their expressed approval and endorsement of ITF Maritime Section.