

THIS IS PROVISIONAL FINAL GUIDANCE UNTIL THE LEGISLATION HAS BEEN MADE

Amendments have been made on 6 September 2013, shown in track changes

1. Introduction

- 1.1 Cadets and other trainees are “seafarers” for the purposes of the MLC, because they are “engaged” on a ship. All seafarers are required to have a seafarer employment agreement (SEA) between themselves and the shipowner. However, certain of the provisions relating to SEAs are not easily applied to the engagement of cadets and other trainees on board ship. In particular, most trainees will have a training agreement with their training provider or sponsor, rather than an employment agreement with a shipowner.
- 1.2 A training agreement may cover both the cadet’s shipboard experience and their time at a training establishment. Where a training provider places cadets on a ship, there may be no formal agreement between the cadet and the shipowner. Indeed the cadet may be engaged on several different ships, with different shipowners, during their period of training.
- 1.3 MCA recognises that, in order to maintain opportunities for cadets or trainees, it is important not to create any unnecessary barriers to shipowners agreeing to provide training berths.
- 1.4 This Guidance Note therefore sets out the conditions under which a training agreement will be accepted as a “substantial equivalent” to a seafarer employment agreement (SEA). Hereafter in this notice, “seafarer” is used to cover any cadet or trainee. Apprentices who are employed will have a Seafarer Employment Agreement.
- 1.5 For the purposes of this MGN, “approved training provider” means a person who provides or secures the provision of seafarer training courses pursuant to an agreement with the Secretary of State acting through the MCA.

Minimum requirements for a training agreement

- 2.1 A training agreement between an approved training provider and a seafarer will be accepted as substantially equivalent to an SEA for the purposes of compliance with the MLC provided that:
 - either through the training agreement itself; or
 - through a combination of the training agreement and another agreement between the approved training provider and the shipowner,there are contractual arrangements in place to ensure that a seafarer has the equivalent information and protection in respect of employment conditions as they would have under a UK SEA, with the exceptions set out in paragraph 3.
- 2.2 If any of the details listed below are covered in a separate agreement between the approved training provider and the shipowner, the seafarer must be informed, and as soon as practicable, must be given a copy of any relevant arrangements.
- 2.3 The minimum contents are:
 - 2.3.1 the seafarer’s full name, date of birth or age, and birthplace
 - 2.3.2 the training provider’s name and address

- 2.3.3 the place where and date when the training agreement was entered into
- 2.3.4 the capacity in which the seafarer is to be engaged on the ship
- 2.3.5 the amount and arrangements for payment of the training bursary, including information about charges for transfer of funds, and exchange rates if applicable
- 2.3.6 the termination of the agreement and the conditions thereof,
This must include the date fixed for expiry of the training agreement, the conditions entitling either party to terminate it, and the required notice period. The minimum notice period shall not be less for the training provider than for the seafarer, and shall not be less than seven days. This does not prevent the early termination of the agreement without penalty on compassionate grounds or in case of gross misconduct.
- 2.3.7 the health and social security protection benefits to be provided to the seafarer
- 2.3.8 the seafarer's entitlement to repatriation
- 2.3.9 reference to any collective bargaining agreement that may be applicable
- 2.3.10 information about hours of work
- 2.3.11 information about the disciplinary and grievance procedures available to the seafarer
- 2.3.12 information about any pension arrangements in place

2.4 It must also be clear how responsibilities for the seafarer's entitlements (including social protection) are allocated between the approved training provider and the shipowner.

2.5 The seafarer must be provided with a clear and accessible point of contact for any queries or concerns related to their training agreement.

2.6 Where a training agreement includes an exit clause, including reimbursement of costs, to take effect if the seafarer fails to complete their training, this must be equitable and transparent. The nature of the costs which may be recovered must be specified in the training agreement, and may not include costs for accommodation or for food and catering on the ship (to which every seafarer has a statutory entitlement). Similarly, costs for repatriation or medical care may only be recovered where the exceptions in Standard A2.5.3 or Standard A4.2.5 apply.

3. Exceptions

3.1 Unless the shipowner is also the training provider, the shipowner's name and address, and the names of the ships on which the seafarer is placed, are not required in the training agreement, as the seafarer may work on a number of ships operated by different shipowners while under a training agreement. However, the seafarer must when on board the ship be given a copy of the shipowner's complaints procedure.

3.2 Seafarers are not paid wages, but receive instead a training bursary. The agreement must include information about frequency and method of payment, including information about any charges made for transfer of funds, and exchange rates if applicable. It is permissible for the amount paid when the seafarer is at sea, and the amount paid when the seafarer is at college (when their living expenses will be greater), to be different, provided that this is made clear in the agreement.