



**REPUBLIC OF
THE MARSHALL ISLANDS**

Marine Notice

No. 7-052-1

MARITIME ADMINISTRATOR

Jun/2024

**TO: ALL SHIPOWNERS, OPERATORS, MASTERS AND OFFICERS OF
MERCHANT SHIPS, AND RECOGNIZED ORGANIZATIONS**

SUBJECT: Repatriation

References: (a) **Maritime Labour Convention, 2006**, ([MLC, 2006](#)), as amended by the [2022 Amendments](#)
(b) **RMI [Maritime Act 1990](#)**
(c) **RMI [Maritime Regulations](#)** (MI-108)
(d) **RMI Marine Notice [2-023-1](#), *Proof of Liability Insurance***

PURPOSE

This Marine Notice (MN) outlines the circumstances under which seafarers must be repatriated by shipowners or operators. It also contains the entitlements that must be accorded to seafarers pursuant to the Republic of the Marshall Islands (RMI) [Maritime Regulations](#).

This MN supersedes Rev. Jul/2020. Section 1.2 has been updated to reflect amendments to the RMI Maritime Regulations concerning proof of financial security. Some minor editorial changes have also been made.

APPLICABILITY

This Notice applies to all RMI-flagged vessels.

REQUIREMENTS

1.0 General

- 1.1 A seafarer employed on an RMI-flagged vessel must be repatriated by the shipowner or operator in accordance with the RMI [Maritime Act 1990](#) §§843 and 844; [Maritime Regulations](#), §7.52.5; and the provisions of this MN.
- 1.2 Each shipowner must maintain satisfactory third-party liability insurance coverage in accordance with the Maritime Regulations, §§2.23.2, 7.52.1, and 7.52.2, and MN [2-023-1](#).
- 1.3 Seafarers' employment agreements must contain the particulars of the seafarer's entitlement to repatriation.

2.0 Entitlements

2.1 A seafarer is entitled to repatriation:

- .1 on expiry of the notice period given in accordance with the provisions of their seafarer's employment agreement;
- .2 if the seafarers' employment agreement expires while they are abroad;
- .3 when a seafarers' employment agreement is terminated by the shipowner or the seafarer for justified reason;
- .4 when the seafarer is no longer able to carry out their duties under their employment agreement or cannot be expected to in the following specific circumstances:
 - a. illness or injury or other medical condition which requires their repatriation when found medically fit to travel;
 - b. shipwreck;
 - c. the shipowner not being able to continue to fulfill their legal or contractual obligations as an employer of the seafarers by reason of insolvency, sale of ship, change of ship's registration or any other similar reason;
 - d. a ship being bound for a war zone, as defined by national laws or regulations or seafarers' employment agreements, to which the seafarer does not consent to go; and
 - e. termination or interruption of employment in accordance with an industrial award or collective agreement, or termination of employment for any other similar reason; and
- .5 where the seafarer is held captive on or off the ship as a result of acts of piracy or armed robbery against ships.

3.0 Shipowner Costs

Repatriation costs that must be borne by the shipowner, at a minimum, include:

- 3.1 passage to one of the following destinations selected by the seafarer;
 - .1 the place at which the seafarer agreed to enter into the engagement;
 - .2 the place stipulated by collective agreement;
 - .3 the seafarer's country of residence; or
 - .4 such other place as may be mutually agreed at the time of engagement.

- 3.2 repatriation by the most expeditious mode, which normally is considered air transport.
- 3.3 accommodations and food from the moment the seafarer leaves the ship until he or she reaches the repatriation destination.
- 3.4 pay and allowances from the moment the seafarer leaves the ship until he or she reaches the repatriation destination, if provided for by collective agreements.
- 3.5 transportation of 30 kg of the seafarer's personal luggage to the repatriation destination; and
- 3.6 medical treatment, when necessary, until the seafarer is medically fit to travel to the repatriation destination.

4.0 Additional Provisions

- 4.1 Time spent awaiting repatriation and the travel time must not be deducted from paid leave accrued by the seafarer.
- 4.2 The costs of repatriation must be paid until the seafarer concerned is landed at a destination prescribed in §3.1, above, or provided with suitable employment on board a ship proceeding to one of those destinations.
- 4.3 Repatriation, following [MLC, 2006](#) Guideline B.2.5.2.3, must be considered by the shipowner where it becomes apparent that a seafarer under the age of 18 is unsuited to a life at sea, after having served on a ship for at least four months during their first foreign-going voyage. This includes informing the Administrator of the repatriation and the reasons for it.

5.0 Loss of Right of Repatriation

In accordance with the [Maritime Act 1990](#), a seafarer will forfeit their right of repatriation for:

- 5.1 desertion;
- 5.2 entering into a new agreement with the same owner after his or her discharge;
- 5.3 entering into a new agreement with another owner within one week after his or her discharge;
- 5.4 criminal offenses under Maritime Act 1990, §§847, 849, and 850;
- 5.5 unjustifiable repudiation of the Shipping Articles; or
- 5.6 failure of the seafarer to request repatriation within one week from the time that he or she is in condition to be repatriated.