



Addendum to Contract referring to the repatriation of seafarers affected by the present situation in the geopolitical environment

The Swedish Club extends its support and sympathy to all members of the shipping community who are affected by the present situation in the geopolitical environment, not least the seafaring community who are unjustly affected and who are still enduring the hardship of the pandemic. Given the difficulties at hand, many seafarers are requesting termination of their employment contracts and to be repatriated to alternative safe destinations since repatriation to their home port is made impossible.

Given the urgency and complexity of the situation, all 13 Clubs represented in the International Group (IG) Personal Injury Committee have drafted the below Contract Addendum to assist affected owners and seafarers who wish to alter their contracts.

We emphasise that the below wording does not constitute an IG approved wording, it is a wording prepared to facilitate uniformity of approach to assist the shipping community, our Members and their seafarers in this difficult time and in light of the operational issues faced.

Whilst the below is a suggested possible wording, the effectiveness of this or any wording used is dependent upon the particular clauses of a contract and the law governing it. In the circumstances, Members should seek independent legal advice before proceeding with/relying upon any addendum and/or waiver. Members should also investigate the position with their War Risk Underwriters as standard P&I cover excludes sickness, injury or death arising out of war, whether directly or indirectly.

Addendum to the contract of employment dated: XXXXX (hereinafter referred to as "SEA")

This addendum is agreed between (name and rank of the seafarer), hereinafter referred to as "seafarer", and (name of the employer which could be shipowner direct or its agents to be clarified appropriately as referred in original employment contract), hereinafter referred to as "employer".

According to the terms of SEA, the seafarer's term of employment on board (insert name of the vessel) completes on..... or is due to be completed on (insert date of completion of contract together with usual +/- tolerance period). The agreed place of repatriation in SEA is(insert name of place of repatriation in SEA).

The seafarer wishes to terminate the SEA before the termination date and after due consideration of the present exceptional circumstances the employer agrees to this request. Repatriation to the original place of engagement is no longer practical or is unsafe. The alternative place of repatriation is now agreed to be..... (insert new location for repatriation).

The seafarer undertakes that s/he shall comply with all applicable laws including but not limited to any entry or visa requirements imposed on her/him at the alternative place of repatriation. In the event that repatriation to the alternative place becomes impractical or unsafe after the nomination by the seafarer but prior to commencement of the repatriation journey, the seafarer and the employer agree to consider alternative viable places of repatriation.



The seafarer and the employer agree that early repatriation to such agreed alternative place of repatriation shall be deemed as due performance of the employer's obligation to repatriate the seafarer and the employer will be released from any and all further obligations towards the seafarer under the contract of employment including any obligations imposed under the applicable CBA and/or the Maritime Labour Convention and/or applicable laws other than those which have accrued to the date of repatriation and not yet been discharged.