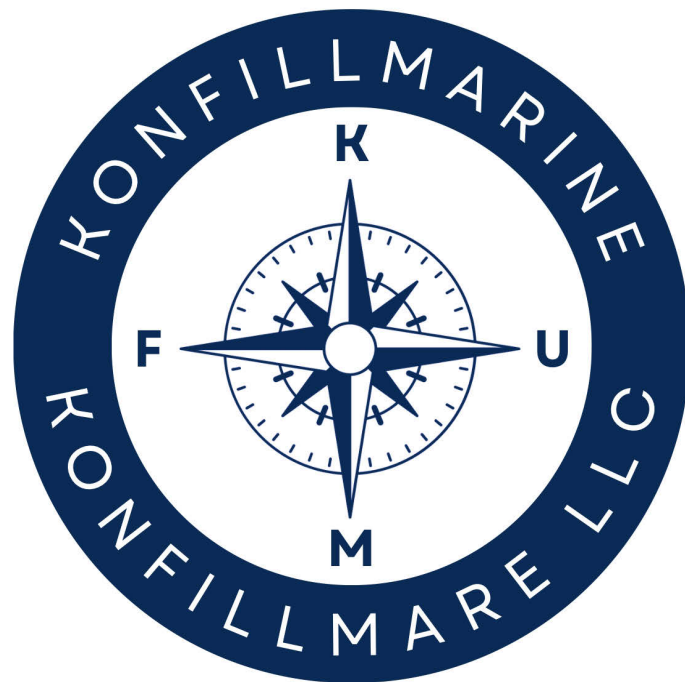


CREWING PROCEDURE



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1. Purpose

The main purpose of this Procedure is to describe working process of crewing activity, conducted by the KonFillMarine LCC (hereinafter Company).

A result of this process should be the assurance that employed seamen are physically capable, well-qualified, well trained, duly certified, experienced and efficient seamen for all positions on board to ensure the smoothest and the safest possible operation of vessel, the safest possible transportation of goods over sea and the least possible probability of marine accidents, incidents and dangerous situations, have place.

2. Scope

The present procedure applies to Crewing department activity.

3. General

3.1. Agency agreements and Crew contracts

3.1.1. Agency agreements

Crew Director signs with the Client an agreement accepting the crew management of a vessel. The terms and language of the agreement are to be clear and easily understood by contracting parties. All terms of a Contract are agreed by both parties.

Agency Agreement shall clearly stipulate the obligations and full scope of services of the Company as the recruitment agency and the obligations of the Client. The main terms and conditions shall be traced in such a contract, with the necessary appendices attached to it.

The contents of each Agency Agreement, in the case of necessity, are negotiated between the **Crew Director** and the Client to define terms and conditions suitable for both contracting parties.

The Company shall ensure that conditions of employment on board are in accordance with the MLC 2006 standards for all seafarers.

The Employee will not be burdened with any expense but shall be responsible for payment of taxes, securing the necessary documents for employment, such as seaman's book, professional licenses, necessary certificates, medical exams and relevant vaccinations as required.

3.1.2. Crew contracts

Crew Contract (Seafarer Employment Agreement/SEA) could be provided by Client and can vary from case to case depending on the provisions of Agency Agreement concluded.

Seafarers' Employment Agreement shall be signed by both the seafarer and the Company or the Recruitment and Placement Service Organization (Companies representative).

Seafarers' Employment Agreements shall be agreed to by the seafarer under conditions which ensure that the seafarer has an opportunity to review and seek advice on the terms and conditions in the agreement and freely accepts them before signing.

Seafarers signing a Seafarers' Employment Agreement shall be given an opportunity to examine and seek advice on the agreement before signing, as well as such other facilities as are necessary to ensure that they have freely entered into an agreement with a sufficient understanding of their rights and responsibilities.

Crew Contract can be signed by Seafarer either in the Company or onboard the Customers' vessel depending on provisions of Agency Agreement concluded.

A signed original of the Seafarers' Employment Agreement will be kept by the seafarer concerned, one copy will be forwarded to the ship (in order to be accessible for review by officers of a competent authority) and one copy will be forwarded (in case of utilizing a Recruitment and Placement Service Agent) and kept by the Company.

If the signing will take place onboard the Customers' vessel no copies of Seafarers' Employment Agreement can be in the Company's possession. In such cases a seafarer is informed by the personnel of Crewing Department on conditions of employment prior to the recruitment.

In case of early termination of a Seafarers' Employment Agreement, the minimum notice period to be given by the seafarer shall be in accordance with the signed SEA following flag's laws or regulations but shall not be shorter than 1 week (MLC 2006 minimum). In this case an Application for early disembarkation is to be submitted to the Organization. The Company will revert with instructions as to the availability of reliever and port convenience.

3.1.3. Review of Agency Agreement and crew contracts

The Management of the Company has established and maintained the system for review of Agency Agreements and Crew Contracts.

Before the acceptance of an agreement, the Agreement is reviewed by the **Crew Director** to ensure that:

- The requirements are adequately defined and documented.
- Any contract or accepted order requirements differing or deviating from those in the original tender are resolved.
- The Company has the capability to meet the agreed requirements. Note: capability is assessed in terms of available resources including personnel, materials, procedures, information, skills, knowledge, equipment etc...
- All appropriate and applicable laws, rules and regulatory authority requirements of Georgia are satisfied.
- Any continuing relationship between the Ship Owner/Operator/Manager, the Company and the Employee is clearly defined, especially in the case of temporary staff.

Only on completion of such a review an agreement can be signed by the **Crew Director** of the Company.

In case of possible dispute between the Company and the Client arises the disputed issue will be addressed to the solution of the **Crew Director** for the purpose of evaluation necessity of Agreement Review.

3.2. Crew planning and control

Respective **Crew Manager** is responsible for preparation of Crew Planning and its control.

Crew Member is allowed to request extension or reduction of his contract according to Client's procedure.

The decision of extension or reduction of contract should be taken individually according to operational needs and opportunities.

3.3. Candidates applications

To maintain a good source of Employees, the Company must be in close association with training centers, educational organizations as well as local employment offices and Seamen's Unions or Organizations.

Once the first contact with the Employee is taken place, the Employee should be informed by the personnel of Crewing Department about the Company service conditions as well as about the following:

- criteria for Employees' workmanship required;
- certificates, documents and information required;
- crew contract conditions.

As a first stage of recruitment the Crewing Department of the Company defines the fitness for duty of each seafarer who comes to the Company by means of interview. The following criteria are established to define a suitable candidate:

- availability of required experience;
- availability of all the certificates required by STCW 78/95 with regard to different types of ships and the position applied for;
- availability of medical fitness certificate;
- availability of good understanding of English to a level defined by the Agency Agreement/Crew Contract and/or Mandatory Rules and Regulations (STCW-78/95 Convention) and is also able to communicate effectively in the defined working language (ISM Code).

All Employees, applying for a job, can be provided with the Company's or Client's Application Form, depending on the Client's requirements.

During receiving inspection, in the case of finding any nonconforming documents, which are invalid or close to the date of expire (excluding medical fitness certificate, which date of validity is verified prior to joining the vessel) their holders should be notified about any documents that should be renewed or additionally obtained.

Receiving inspection includes all documents legitimacy verification.

The Company accepts applications from suitable Employees of all ranks and enlists them as candidates. Each prospective candidate submits to the Company a dully filled Application Form together with copies of all relevant certificates for the position applied for. All sea documents of the prospective candidate are scanned and stored in electronic database of the Company without access to extraneous persons. All data of candidates are strictly confidential and are not subject to transfer to the third parties without the candidate agreement.

No fees or other charges for seafarer recruitment or placement or for providing employment to seafarers are borne directly or indirectly, in whole or in part, by the seafarer, other than the cost of the seafarer obtaining a national statutory medical certificate, the national seafarer's book and a passport or other similar personal travel documents, not including, however, the cost of visas, which shall be borne by the shipowner.

3.4. Interview

According to the mutual agreement with the Client the specialist of Crewing Department or another authorized specialist makes an interview.

The Company requests the following information from the Client for interviewing:

- The amount and ranks of required employees.
- The description of work.
- The information about vessel's particulars.
- The expected duration of work.
- The location of the vessel (if available).
- The expected start of the work (if available).

The Client provides all required information by e-mail, telex, and fax or in urgent cases by phone.

The Company considers the applications of candidates who meets the requirements and invites suitable candidates for the interview.

During the interview, the Crewing Department should establish if the Employee meets the following requirements:

- Certification.
- Qualifications.
- Proof of previous services.
- References from previous employers.

- Sobriety.
- Medical fitness.
- English knowledge level.
- Acceptance of terms and conditions of employment.

If it is required by the Client, the Company shall have the candidate available for an interview with one of the Client's representatives, either through the phone, skype or if feasible, in person.

The Crewing Department shall not promise employment to any interviewed candidate prior to the Customer's approval.

3.5. The briefing of Employees

The Company is required by the Client to brief every candidate prior sending his application form for Client's consideration.

The briefing takes place at the Company's premises and covers the following:

- A. For candidates previously employed by the Client:
 - a. The vessel's characteristics.
 - b. The vessel's trade.
 - c. The crew composition, in terms of nationalities and ranks.
 - d. The employment terms and conditions as stipulated by their contracts.
 - e. The wages breakdown, emphasizing the clauses concerning overtime, leave pay and allotments.
 - f. Any additional Client's requirements since last employment.
- B. For newly recruited candidates all the above as stated in A, plus:
 - a. The Client's Quality Assurance policies, if any.
 - b. The Client's Safety, Environmental Protection and Drug & Alcohol Policy as well as consents required by the Employee.
 - c. The Client's P & I medical and disability insurance covers provided for Employees while employed onboard the Client's vessels.
 - d. The Client's procedure for crew mail dispatch.
 - e. The Client's performance appraisal systems and support for upgrading and career development.
 - f. The Client's requirement for strict adherence to discipline and competence.
 - g. The Client's system of wage computations, wage and allotment payment.
 - h. Any other requirements as instructed by the Client's Crew Department.
 - i. After the completion of the above mentioned briefing but prior contract signing, the Employee signs Declaration of Consent (see Annex 4)

The Company performs the following additional measures to meet the requirements of STCW 78/95 Convention and ISM Code with regard to the familiarization of Employees:

- request the Clients to be provided with their procedures in respect of Employees' familiarization;
- request the Clients to be provided with more detailed information on their vessels (i.e. machinery, equipment, cargo gear, lifesaving appliances used);
- keep Employees (especially officers) informed on the requirements of ISM Code.

3.6. Seafarers approval

The confirmation or rejection of a candidate for employment to be made according to the interview results by Crewing Department specialist authorized by **Crew Director**.

After confirmation of the candidate for employment on the vessel/project the Crewing Department sends electronic version of filled application form to the Client.

Upon receiving the Client's written approval of the candidates the Crewing Department specialist informs the confirmed candidate about date of departure and makes necessary arrangements for departure.

3.7. Medical fitness

No Employee is accepted for employment by the Company without the availability of a valid Medical Certificate, including that the Employee is fit to perform the duties of the intended rank. The validity of such a certificate shall be at least for the duration of the contract the Employee is about to be employed.

All employees selected for work on vessels/projects of the Client shall pass drug and alcohol test and prior employment they shall sign letter-acknowledgement with Drug and Alcohol policy of the Client.

3.8. Records

Copy of Records of all Employees employed by the Clients and maintains records of their performance, discipline, training, upgrading, familiarization etc. should keep in a proper order to avoid their lost, spoilage or access to the casual person.

Prior the Employee's departure to a vessel, the Company provides the Client with scanned version of signed contract of each Employee.

When signing the contract the Employee should sign the documents which are required for performing of the requirements of Georgian Licence conditions.

The records of Employees required to be kept by the Crewing Department includes:

- Personal details (Name, nationality, place and date of birth, passport number).
- Full address and region of domicile.
- Next of kin and address.
- Marital status and number of dependents.
- Medical examinations, vaccinations, blood group etc.
- Qualifications, professional certificates, numbers and dates of issue and issuing authority.
- Sea service, reference letters of previous employers.
- Performance appraisal reports and details of any disciplinary cases.
- Wage earnings from previous employment, if available.
- Up-grading courses attended.
- All other relevant information pertaining to the Employee's competence, character and loyalty.
- Photos.
- Identification number.
- Psychology test results (is available).
- English test results (is available).
- List of Safety and Professional Interview of on-signing Crew (is available);
- Another records required by Client.

3.9. Travelling

All travel arrangements for signing on/repatriation are provided by the Client unless another stated by Agent Agreement.

The Company provides the Client with the following information for travel arrangements:

- The full names and ranks of the Employees.
- Nationality, numbers and validity of passports and seaman's books.
- Confirmation of readiness of the Employees with regard to all valid required certificates, visas, medical certificates, vaccinations, etc.

In case of any problems occurred during Employee's travelling to/from the vessel, the Employee shall notify either the Company or the Client so the Company and the Client could assist the Employee to reach his final destination.

The Client should instruct the agent in port of joining the vessel to deliver the Employees on board/project.

3.10. Communication

The Management of the Company has defined lines of communications and experience feedback between the Crew Manager and the Client including, but not limited to, the following:

- Accidents and emergency situations.
- Personnel appraisal reports.
- Training and upgrading needs.

The Company should have the information about of the Client's responsible personnel dealing with crewing matters, including the Crew Accounts and Crew Insurance personnel.

The company should have some access to responsible personnel of the Client in non- business time (home or mobile phones)

The Crewing Department communicates with the Client in all available means; however, important matters are documented in writing.

When telephone communication is used, both the Crewing Department and the Client highlight the important aspects of the communication in writing and keep records. When appropriate, verbal communications shall be confirmed in writing.

3.11. Emergency Response Plan

3.11.1. General

Crewing Department Emergency Response Plan includes, but not limited to, the following:

- The composition and duties of the Emergency Response Team.
- Procedure for establishing contact between the vessel's Manager/Owner and the Manager of Crewing Department.
- Procedures to obtain details of personnel on board the vessel.
- List of names and telephone numbers, including afterhours telephone numbers, of persons and organizations who must be notified.
- Procedure for notifying and liaison with the next of kin for crew on board the vessel.
- Up-dated list of personnel details of all seafarers employed Seafarers serving onboard each vessel.

3.11.2. Emergency Response Team (ERT)

The Client's Company is established Emergency Response Team, which is assembled in the event that the Company recruited Seafarers become involved in an accident.

The entire Client's Management as well as the personnel of Crewing Department are expected to be familiar with this plan in order to properly act in such a situation.

3.11.3. Emergency Response Team call out

The Emergency Response Team (ERT) member will initially be contacted by the ship Owner/Operator in the event that Company recruited Seafarers became involved in an accident.

The person who receives the initial accident information shall initiate the Company's Emergency Plan. He will ensure that the following personnel are notified either through the telephone or by personal contact. These personnel will form the Company's Emergency Response Team:

- **Director**
- **Crew Manager**
- **Crew Assistant or Office Assistant**

3.11.4. Responsibilities for ERT personnel

3.11.4.1. Director

Overall responsibility authorizes decisions, Company representative for interviews with the media, authorizes press releases (if necessary).

3.11.4.2. Crew Manager

Communicates with the **Crew Managers** of the ship Operators/Owners and families of Seafarers. Coordinates information from all sources. Advises the Management of the Company on crewing matters. Contacts P&I Club's local Correspondents as well as with other parties involved if necessary.

3.11.5. Briefing

The person who receives the initial accident information from the vessel's Operators/Owners will brief the ERT on the situation.

3.11.6. Formation of ERT

The ERT shall be formed by the person who receives the initial accident information and dispatched at the earliest possible opportunity. All Crew Department personnel are aware that they may be called upon and are in possession of copy of this plan.

3.11.7. Incoming File

An incoming file is kept by the **Crew Assistant** in charge which will record the time of incoming messages, medium used, from whom received and the recipient.

3.11.8. Outgoing File

An outgoing file is kept by the **Crew Assistant** in charge which will record the time of outgoing message, medium used, to whom addressed and the addressee.

3.11.9. Handling of Telephone Calls

The person in charge (or the receptionist) will be informed as to which telephone extension and/or mobile telephone number each member of the ERT is manning. Before putting calls through the person in charge (or the receptionist) will first ascertain each caller's identity and who he/she represents before contacting the ERT member concerned to determine whether the call is to be connected, put on "hold" or the mobile number released to the caller.

3.11.10. Direct Telephone Lines

All personnel in the ERT who have mobile telephones should bring these telephones to the ERT premises. This will permit lines to be kept open to vital personnel and resources and permit private contact numbers to be given to those sources that require them.

Owners of mobile telephones should ensure that charges/spare batteries are available at the office should an emergency situation arise.

3.11.11. Establishing contact between the Crewing Department and the parties involved

The ERT shall initially be contacted by the Customer (ship Operators/Owners, etc.) in the event that the Company recruited Seafarers became involved in an accident.

The person who receives the initial accident report shall call the ERT and then to contact the Customer in order to obtain more detailed information on the subject matter.

The following further actions, but not limited to, shall be carried out:

- to establish the contact with the Customer's person in charge to keep further developments under control;
- to agree with the Customer's person in charge the schedule of further communications (daily, weekly, etc.) in order to be regularly informed on further developments;
- to obtain all necessary details concerning the Seafarers in question as well as the contact details of their families;
- to establish the initial contact with the Seafarers' families either through the telephone or by personal contact in order to inform them on the circumstances of the subject matter;
- to keep the Seafarers' families informed on further developments on regular basis;
- to establish the contact with all the parties involved (i.e. local P&I Club's Correspondents, the vessel's Agents, police, ambulance, hospital, etc. if it will be necessary with regard to prevailing circumstances of the subject matter) in order to be provided with all possible information on the subject matter;
- to agree the schedule of further communications with the responsible representatives of all the parties involved in order to keep further developments under control;
- to verify with all the parties involved the time and the consequence of the Seafarers' repatriation to home (if any) in order to be ready to organize all possible assistance at the point of destination.

3.11.12. Obtaining the details of personnel on board the vessels as well as their families' contact details

All the details concerning each recruited Seaman and his family are located in seafarer's personal file. So in the case of the need the **Office Assistant** in charge can obtain necessary information with regard to the Seafarer in question or his family from the above mentioned files for further use in respect of the subject matter.

3.11.13. Notifying and liaison with the next of kin for seafarers on board the vessels

In the event that a Company recruited Seafarers become involved in an accident the next of kin is notified by Crewing Department through the telephone or by personal contact as soon as possible.

Moreover, the seafarers' families shall be kept informed with regard to the circumstances surrounding the matter as well as in respect of further developments on regular basis.

3.12. Flag States Requirements

The purpose of this part is to ensure that all requirements of Flag States regarding Employee Certificates and Seamen Books are taken into consideration while crew changes are planned.

Company is checking if Employee has the necessary documents required by the Flag State of the vessel.

In case seaman has no relative document, application is completed and forwarded to Flag State.

The Company informs the Client about all applications completed.

All data are kept with Crew Department and filed as follows.

3.13. Control of nonconforming outputs

The nonconformity may arise because of not meeting Client's requirements, regulatory or statutory requirements break of Crew Contracts requirements or Company's own requirements.

For prevention and early detection of nonconformities Company shall follow current procedure, requirements of Agency Agreements and other Client's requirements.

Nonconformities can occur:

- during the seafarer's employment phase;
- in the seafarer's health during his embarkation;
- the seafarer's behavior during his embarkation or travelling;
- during seafarer's travelling.

Company should take appropriate action based on the nature of nonconformity and its impact on conformity of services. Appropriate personnel and customer where appropriate shall be notified of the nonconformity. Then evaluation of options shall be done for disposition.

Company shall retain related documented information in the database.

3.14. Post-embarkation activity

Company shall ensure seafarer's repatriation back to his/her Country.

Within one month from the date of repatriation **Crew Manager** or designated Crewing Specialist has to contact seafarer and arrange a post-embarkation interview.

4. Related Documents

- ISO 9001:2015;
- STCW;
- MLC 2006;
- Agency Agreements (where applicable);
- Crew Contracts/Seafarer Employment Agreement/SEA (where applicable);
- Application Form

5. Change/Revision history

Version №	Revision conducted by	Revision date	Changes
1	CEO KonFillMarine LCC Milyutin Konstantin 	01.01.2025	N/A

