ATTACHMENT M

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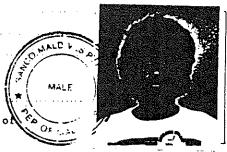
# SANCO MALDIVES (PVT) LTD.

Contract of Employment

FULL NAME AND MR: MOHAMED MUHTHAR H.A.HOARAFUSHI/LILYMAAGE ADDRESS OF THE SEAMAN MYSSEDEN TROWN MALDIVES.

Registration No: ..... 15883......

(To be filled by Ministry of Transport and Shipping)



This is an employment contract between . M/s. SANCO MALDIVES (put) ltd. (Herein called the "RECRUITING AGENTS") acting For and on behalf of OVERLINK SERVICES INC ... (Herein called the "COMPANY") on the ....(Herein called the "SEAMAN") one part, and MOHAMED MUHTHER ..... on the second part, (Married/Single), of legal age Republic of Maldives and with postal address at a national of the M:GOLDEN CROWN ... and holder of Maldivian Passport No: A063169 signed at Male', Republic of Maldives on ... NOW THEREFORE THE PARTIES HERE TO AGREE AS FOLLOWS:

#### 1-CAPACITY:

· · · · ·

- (a) The seaman will be employed in the capacity of AR agrees to be assigned to any other position in master's/company's option while performing his duties as per this contract.
- (b) The seaman declares that he will perform his duties in an orderly and proper manner, and would always obey the lawful orders of his superiors.
- (c) The seaman will be employed on board the vessel www MND : but he also agrees to be transferred, at any time during the period of this contract, to any other vessel of the Company. The seaman's wages, the capacity is which he serves and the conditions of employment should not be less than as stipulated in this contract.

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	,	شوشفير شروعار:
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ويمتر فرزونه ويرورة الذذ ديرا المشاعة ذذذ

# / - فر*اولاً*

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(d) The seaman undertakes to perform his duties as a crew/officer on a vessel owned and/or Managed by the Company and/or ashore as desired by the company and take utmost care to protect the Company's property and in no case, adopt such conducts harmful to the Company's interests, in violation of which the seaman agrees that his title to wages shall cease to exist from the date the seaman commits such an act, and shall be repatriated home in accordance with para (d) of article 9 of this contract.

### 2-PERIOD OF EMPLOYMENT:

- (a) The period of employment shall be  $/\mathcal{V}$  . months, commencing from the date this contract is signed.
- (b) Should this period expire at a time, when vessel on which the seaman is then serving is at an outport, the Company shall be automatically entitled to extend the period of employment, until the vessel reaches a convenient port where repatriation is suitable to the Company; such extention of the contract should not exceed more than 3 (three) months.
- (c) On expiration, this contract may be extented for a period mutually agreed between the both parties.

### 3-SHIP TRADING AREA:

- (a) The seaman agrees that the vessel be engaged in world wide trade.
- (b) If, during the term of this contract a war or warlike operation arise in any country within the ship's trading area, the seaman agrees to sail the ship within and out of the zone, if required by the master. While the vessel is in an area declared as war or warlike zone, the seaman is entitled to a bonus not less than 50% but not exceeding 100% of basic wages. The exact amount of the bonus will be determined by the Ministry of Transport and Shipping, Male', Republic of Maldives.
- (c) In addition to the aforesaid compensation the company also agree to pay the seaman extra one day basic wages during each entry and exit to and from an area declared as war or warlike zone.
- (d) War or warlike zones are those declared by the Ministry of Transport and Shipping, Male', Republic of Maldives.

## 2 - وَيُعِوْدُ وَرُدُورُهُ

در سے قائر تراز دُرِج وَا دُدَوَرَيْ وَ دُدُونَ مِنْ مُورِدُ وَمِنْ وَوَوْدُ مِنْ مُرَوِّدُ وَمِوْدُ مُرَوَّدُ وَمِوْدُ مِنْ اللَّهِ مِنْ مُرَادُ وَمِنْ مُرَادُ مُورِدُ وَمِنْ مُرَادُ وَمِنْ مُرَادُ وَمِنْ مُرَادُ وَمِنْ مُرَادُ مُونِ وَمِنْ مُرَادُ وَمِنْ مُرَادُ وَمِنْ مُرَادُ وَمِنْ مُرادُونُ وَمِنْ مُرَادُ وَمِنْ مُرَادُ وَمِنْ مُرادُ وَمِنْ مُرَادُ وَمِنْ مُرَادُ وَمِنْ مُرَادُ وَمِنْ مُرَادُ وَمِنْ مُرادُونُ مُرادُونُ مُوادُونُ مُنْ مُرَادُ وَمُونُونُ وَالْمُونُ وَالْمُونُ وَمِنْ مُوادُونُ مِنْ مُرادُونُ مُرادُونُ مُونُونُ وَمُونُونُ مُونُونُ وَمُونُونُ وَمُونُونُ وَادُونُ مُونُونُ وَالْمُونُ مِي مُونُونُ مُونُونُ مُونُونُ مُونُونُ وَالْمُونُ وَالْمُونُ وَالْمُونُ مُونُونُ وَالْمُونُ مُونُونُ مُونُونُ مُونُونُ مُونُونُ مِنْ مُونُونُ مُونُ مُونُونُ مُونُونُ مُونُ مُونُونُ مُونُونُ مُونُونُ مُونُونُ مُونُونُ مُونُونُ مُونُ مُونُونُ مُ

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### 4-BASIC MONTHLY SALARY:

- (a) The seaman's basic monthly salary will be USA Dollars 300.00 (or any other currency accepted by both parties) (in words) it being clearly understood, that this amount shall with exception of overtime pay as stipulated in this contract, cover payments due to the seaman, for working on Sundays and Public Holidays. It being further understood that the Company carries no obligation whatsoever towards the seaman for pension or any other forms of compensation.
- (b) The basic monthly salary shall commence from the date of the seaman's departure from the Republic of Maldives.
- (c) For any part less than one month the seaman's salary shall be paid by prorata calculation per day.
- (d) The seaman shall receive his salary minus allotment and other deductions, on board from the Captain in a currency accepted by the seaman, within a period not exceeding three months at a port convenient to the owner. If the vessel is at a port where exchange control regulations make it difficult for the Company to pay a currency accepted by the seaman, the seaman may accept payment in the local currency of the port in question or postpone receiving payment for a period not exceeding three months until the vessel is in a port without such exchange control regulations, or the seaman shall make arrangements to transfer the accumulated wages to Maldives.

### 5-OVERTIME:

- (a) The seaman agrees to work overtime as and when required by the Master, both in port and at sea. No overtime shall be worked unless authorized by the individual head of department.
- (b) Payment for overtime shall not be less than 10% of the seaman's basic wages per month. USD:80.00(PER MONTH)
- (c) Overtime work shall not include the work done in emergency drill formalities; emergencies; maneuvering during departure from or on arrival at port or in transiting canals when required by the Master and/or by Immigration, Customs/or other official authorities.

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## 4- وَمُدُورُونُ مُؤَرِّرُ مُؤَرِّرُ مُؤَرِّرُ مُؤَرِّمُ وَمُ

(م) وَدُ وْسَهُمْ وْرَبِّي سِياتِيمْ وَرُقْ وَوَرُ وْوَرُسْ وَيَرْ وَرُودُمْ وَيَوْمُونُونَ

رر، مَهِوْدُ وَدُمَدُ رَبُ مُؤَرِّدُونَ وَمُرَدُ وَمُدُوَ وَنَدُونَ وَمُدُوَ وَمُدُوَ وَمُرَدُ مُرَّدُونَ مُنْ فَعُرُونُونَ

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(ر) عَافِتَهِ رَبِّي مَعْرَمُونُونِ هُوْرُونِهُمْ وَيَرْمُونُ وَفَافِوْنِ مِوْمُرُوْدِوْ مُسَافِعُ عَمُورُ پولائر المقائب فَلْفَ المَدَّفِ مِيْمُعُونِ رَسَادَتُولُ عُرَمُونِي الْعَامَتُولُ وَالْمُرْدِ الْمُحَرِّمُونُ

‹ سر› يودَر فيرْسي شديدُ وْ حَدْمِهُ مَا مُؤَوِّرُ مِيرُوَّ شَوِ شَاءَ مِرْمُرُوَّةُ مَٰهِ وَيُعْرَ

(d) If any seaman is discharged, ill or injured, or leaves the vessel for any other reason before the completion of his contract, such an event shall entitle the remaining seamen to receive short hand payments at the rate of starting wages of the post so vacated, if the post remains vacant for more than 15 days.

#### 6-VICTUALS FOR SEAMAN:

The company agrees to supply provisions at the following rate per person per month for ratings:-

- (a) 1 Rice 15.0 kg. 2 - Flour 4.0 kg. 3 - Sugar 2.5 kg.
- (b) The company agrees to pay US \$ 4/ per day per person for rating to buy other necessary provisions such as milk, eggs, meat, vegetables, fruit and spices etc.
- (c) US \$. \_\_\_\_ per day per person for officers to buy the necessary provisions.
- NOTE:- Rice, Flour and Sugar shall be supplied by the Company, for three months in advance. Other provisions shall be bought and brought on board the ship by the seaman in accordance with the port regulations. At ports where regulations do not permit this, the employer shall make arrangement to supply these. When the vessel is trading outside Asia the daily cash allowance given both to officers and seamen shall be increased by US \$....

## 7-ARTICLES FOR PERSONAL USE OF SEAMAN:

The company agrees to provide the following for the personal use of each seaman:-

#### (a) Crockery and Cutlery

- I) One Full Plate.
- II) One Quarter Plate, Bowl of not less than 3" diameter.
- III) One Mug.
- IV) One Tea Spoon.
- V) One Table Spoon.
- VI) One Table Knife.

ئەشقەت ئۆتۈ ئېولاتلىقىل شىيەيەن كى خۆزۈنۈنى ئىن خۆزىنى ئەئىدۇنى ئەن ئەزۇلى ئىر ئەدۇلى كى ئىزىيەدۇر كىڭ ئەشقىر ئۆتۈ ئەكۆنىڭ ئىيۇنىگەن ئائىدۇنى ئەزۇنى ئەزۇلۇدىنىدۇنى يەزۇن دىئەنىڭ ئەزدىد ئىردىزدۇر

## ٥- سېۋىرۇ ئۇرۇ

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ه. زور ۱۵۰ و و

(بر) شیستفتر تشفیل فرفزن پزندگ --- بر ندخه بخود

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سے ڈنڈ کوشٹر ڈیزٹر ڈیڈ ہِنتٹرڈٹ میرنے روڈنٹے گئے نے کانٹٹے ارٹرزز نیرڈرپر کا۔ مشاندڈ

- د، ب<del>روز دود شور</del>
- ر. شندة وترور
- ٥٠ شند عَشَجَ رَرُوعَ حَرَبِ وَسُوعَ رُودُ

- VII) One Table Folk.
  - \* Porcelain or stainless steel or equivalent quality.
- (b) Bedding
  - I) One Mattress.
  - II) One Pillow. . . .
- (c) Linen
  - I) Two Pillow Covers.
  - II) Two Bedsheets.
  - III) One Blanket (additional blanket while the ship is trading in cold areas).
  - IV) One Bath Towel.
  - V) One Hand Towel.

# 8-SUPPLY OF WARM CLOTHING:

The company shall supply the following to all seamen for their personal use on board the ships trading in cold areas:-

- I) One pair of long under wear.
- II) Two pairs of woollen socks.
- . III) One skull cap and scarf.
  - IV) One woollen jersey.

#### NOTE:- Cold areas are:

- Mediteranean from 1st November 31st March.
- Northern Hemisphere including whole of Europe and North American, Japan, China, Russia, all through the year.
- Southern Hemisphere, Australia, New Zealand, Cape of Good Hope, Cape Horn, and Strait of Magallan. 1st April to 30th September.

## 9-VACATION AND DISMISSAL FROM SERVICES:

(a) After the completion of the service period without interruption, the seaman is entitled to C months leave with full pay and a free passage home in accordance with para 2A & B of this contract.

- (b) In case the seaman terminates his employment before completing the period stipulated in this contract, he undertakes to pay his repatriation expenses, as well as the transportation expenses of his substitute.
- (c) The company shall be entitled to terminate this contract with immediate effect and without previous notice for any one or more of the following reasons:
  - (1) Criminal offences.
  - (2) Desertion.
  - (3) Misconduct and neglect of duty.
  - (4) Taking on board and/or use and/or possession of alcoholic drinks and narcotics.
  - (5) Taking on board and/or be in possession of any deadly weapons or dangerous goods.
  - (6) Embezzlement of the company's property and willfull damage to such property or to the vessels cargo.
  - (7) Endangering the safety of the vessel crew and/or cargo and/or life of any person.
  - (8) Violation of this contract.
- (d) As from the termination of the employment for one or more of the aforesaid reasons the company shall be released from the payment of all renumerations such as but not limited to wages, and the dismissed seamen shall be charged for all costs of his repatriation and those of transportation of his substitute and all other incidental expenses.

### 10-DEADLY WEAPONS, DANGEROUS GOODS, NARCOTICS AND ALCOHOL:

- (a) No seaman shall be allowed to carry on board alcohol and narcotics in any form.
- (b) No seaman shall be entitled for any kind of alcoholic beverage.
- (c) No seaman shall be allowed to carry or to have any deadly weapons or dangerous goods.
- (d) The Master is entitled to confiscate any of the above goods without indemnity and to take action, as stated and defined in paragraph 9 (d) of this contract.

- (b) In case the seaman terminates his employment before completing the period stipulated in this contract, he undertakes to pay his repatriation expenses, as well as the transportation expenses of his substitute.
- (c) The company shall be entitled to terminate this contract with immediate effect and without previous notice for any one or more of the following reasons:
  - (1) Criminal offences.
  - (2) Desertion.
  - (3) Misconduct and neglect of duty.
  - (4) Taking on board and/or use and/or possession of alcoholic drinks and narcotics.
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  - (6) Embezzlement of the company's property and willfull damage to such property or to the vessels cargo.
  - (7) Endangering the safety of the vessel crew and/or cargo and/or life of any person.
  - (8) Violation of this contract.
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- (c) No seaman shall be allowed to carry or to have any deadly weapons or dangerous goods.
- (d) The Naster is entitled to confiscate any of the above—goods without indemnity and to take action, as stated and defined in paragraph— 9 (d) of this contract.

### 11-CUSTOMS DECLERATION AND SMUGGLING:

- (a) The seaman agrees to declare truthfully and in accordance with all port/Customs regulations the items in his possession.
- (b) Before arriving in any port, the seaman shall, declare all currencies in his possession and hand over against receipt as and whensoever required by the Master in accordance with all ports/Customs regulations.
- (c) The seaman finally agrees to be independently responsible for any fines imposed in case any contraband goods are found in his possession, and also agrees to be jointly responsible for any fine imposed in case any contraband found on board, ownership of which is not claimed by any person. Any fines or expenses imposed, by not properly and truthfully following the Master's order with respect to the duties mentioned in this article, shall be deducted from the wages due to the seaman.

### 12-ACCIDENTS AND ILLNESS:

- (a) If a seaman is injured or becomes ill in the course of performing his duties, he shall be provided with medical care and hospitalization if necessary and he shall be repatriated, if necessary, at the company's expenses.
- (b) If the injury or the illness results from the seaman's intention or is caused by his own serious fault, he shall bear all expenses incurred.
- (c) The seaman will be covered by the company's Protection and Indemnity Club, and their ruling will be binding.

### 13-ADDENDUM:

Clauses \_\_\_\_ in the addendum shall form part of this contract.

- ٥- دود سروي د مروز در
  - 4 شاند سترست وست
  - ى د شده دى زىر سەدىد.
    - ٥٠ شفة وَعُ رُبِي مَرْدٍ ٠
    - ٠٠٠ شده وي در

وعنتمي شرذي شنفز سنضرؤت سنجاز نرزيز ذوزل المغاذل للمهادستر ووولادو

- در، <u>خوترر</u>
- ٠٠ شند تتر
- ء د دنده وسد
  - دس، <u>مِرشِر</u>
- 14.24 27 -1
- ه. ترد دونون
- ٥- خذة منة ﴿ وَيُورِثُ مُنْ مُونِونُ ثُرُونُ مُونُونُ مُعْدُ مُدُونُ مُنْ مُدُونُ مُنْ مُدُونُ مُنْ
  - ٠٠ شند وزود والأمادي
  - ه. نندورودن

# 8- פתו בי בבת ל לבנית לבת הבת בנית

ىڭ دىرىستەنى مەزۇرۇر. سەنترۇ ئەنەۋەنۇر ئىزۇ بازۇر. ئەندۇر

- ١- شند مرد شاردشر
- ه. قرق المزير برعدة يوثر
- د. دند شنزنزنزنرشیز
  - 4- شئة نزئع يكرب

## يحق ويريشن خري

فيفترمنزه بدأ برزوم وبزاد ورازز

يكزنر نوشهدم ويشري د دفين غيرت مزيز موديد د دو دين فرن

ستنز نيديدر. شنفة بري ارين نين . تن ان ان ين . تن ين منفان

ور تعزير درية - دريرو مه سنرن درير



#### 14-APPLICABLE LAW:

- (a) The seaman shall not join any local or International Trade Unions or any such organization, with the intention of increasing his wages or demanding any other facilities, without prior permission of the Ministry of Transport and Shipping, Male', Republic of 4. 数 数 数 数 数 数 数 数
- (b) This contract shall be deemed to be a contract made in Maldives and its Interpretations governed be the laws of Maldives.

#### ADDENDUM.

AA) The seaman's wages per month for the services shall be as follows:

I)		US\$=300,00
II)	Overtime Allowance:	.us\$=80 <u>.00</u>
III)	Leave Pay:	US\$=25.00
IV)	Bonus:	US\$=
V)	Uniforms Allowance:	US\$=

VI) Tanker Allowance: US\$=..... VII) Any Other Allowance: US\$=.....

US\$ TOTAL= USD:405.00

WE THE UNDERSIGNED FULLY AGREE TO THE ABOVE CLAUSES AND CONDITIONS.

(Signature)

(Signature)

#### AHMED SHAKIR MANAGER

Name of Seaman MR. MOHAMED MUHTHAR

C.D.C. NO: 0000637 I.D.C. NO: ...

Name and Rank of Official Acting for and on behalf of . (RACRUITING AGENTS)

Name: GASIM RIFATH/FATHER

Full Address: H.A.HOARAFUSHI/LILEEMAAGE

THIS CONTRACT OF EMPLOYMENT IS HEREBY APPROVED AND REGISTERED AT THE MINISTRY OF TRANSPORT AND SHIPPING OF THE GOVERNMENT OF THE REPUBLIC OF MALDIVES, WHOSE SEAL AND SIGNATURE FOLLOWS

## ٩- ﴿ وَيُورِشْ وَرِسْتُرَدُمِ كُورُ عُورِ الْمُ

ن د دونور دونور شرده دونور شرده دونون میرش س بیر شرد نهورد دونور دونور شده در بیرورد بیرورد. میشتر میدود درد ترکزش شره دونور براز میکود و ترود درود درور ریزور سیای دردشد دون

- المعاشقي غزوز فترير وتروون
  - عد دستدردوجسیار نزوش
- ٥- ئازۇڭ ئرزىرىز ئىيدىت شائۇز ئۇۋا ئانائۇر.
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# ATTACHMENT N



Your Ref:

Our Ref: TW/92/05

Date:

MINISTRY OF TRANSPORT AND SHIPPING

Huravee Building Ameery Ahmed Magu Male' (20-05) Republic of Maldives

#### TO WHOM IT MAY CONCERN

IS TO CERTIFY THAT MALDIVIAN SEAFARERS ARE THIS EMPLOYED ONBOARD SHIPS UNDER A CONTRACT OF EMPLOYMENT APPROVED BY THE MINISTRY OF TRANSPORT AND SHIPPING OF THE GOVERNMENT OF THE REPUBLIC OF MALDIVES THE TERMS AND CONDITIONS OF THIS EMPLOYMENT CONTRACT ARE TO THE SATISFACTION OF THE MINISTRY.

THE MINISTRY STRONGLY OPPOSES ANY VIOLATION OF THE TERMS AND CONDITIONS OF THE CONTRACT OF EMPLOYMENT. THE MINISTRY BY LAW, PROHIBITS MALDIVIAN SEAFARERS TO JOIN INTERNATIONAL TRADE UNIONS OR SUCH OR ORGANIZATION WITH THE INTENTION OF RECEIVING ANY BENEFIT OTHER THAN THOSE SPECIFIED IN THE SAID CONTRACT OF EMPLOYMENT.

24TH OCTOBER DATED AT MALE' REPUBLIC OF MALDIVES ON

MOHAMED THOM

992

SENTOR UNDER SECRETARY

Telephone No: 323991 - 323993 Telex No: 77066 MOTS MF. Telegrams: "MINTRANS" MALDIVES. Fax No: 323994

# ATTACHMENT O

## SANCO MALDIVES (PVT) LTD.

## INTRODUCTION

THE COMPANY '' SANCO MALDIVES (PVT) LTD/MALE'' WAS ESTABLISHED IN 1986 WITH THE FOLLOWING OBJECTIVES:-

- O RECRUITING OF SEAMEN
- O SHIPPING AND COMMISSION AGENT
- O IMPORT, EXPORT AND SOLE AGENT
- O TOUR OPERATING AND GUEST HOUSE OPERATING

#### RECRUITING:

THE COMPANY STARTED RECRUITING IN 1986 WITH THE CO-OPERATION OF MS. PEROSEA SHIPPING CO./GREECE. VERY SOON THE COMPANY WAS ADVERTISED IN THE GREEK SHIPPING LINE AND MS. ANTARIOS MARITIME CO./GREECE BECAME THE SECOND CUSTOMER FOR THE COMPANY IN RECRUITING MALDIVIAN SEAMEN.

DURING THE LAST SIX YEARS WE HAVE GIVEN OUR FULL SERVICES TO THE FOLLOWING COMPANIES IN GREECE.

MS. PEROSEA SHIPPING CO. ) These 2 are The Lagrat

MS. ANTARIOS MARITIME CO.

MS. DVERLINK SERVICES INC.

MS. PANMARINE FORTUNE.

MS. ELVICTOR SHIPPING CO.

MS. GENIMAN SHIPMANAGEMENT LTD.

MS. SOUGERKA MARITIME CO.

MS. NARVAL SHIPPING CORP.

MS.G+M MARINE ENT.

MG. CONTINENTAL SHIPPING CO.

MS. FORDWELL FINANCE INC.

MS. FORUM MARITIME CO. - Nine months ago This account was observed because of Energy dissortions and other problems - Now handled exclusively by making.

THE COMPANY IS PROUD TO SAY THAT ALL THE ABOVE SHIP DWNERS ARE

THE COMPANY IS PROUD TO SAY THAT ALL THE ABOVE SHIP DWNERS ARE FULLY HAPPY AND PLEASED WITH OUR FULL ASSISTANCE AND SERVICES GIVEN TO THEM AT ANY TIME THEY REQUIRED

THE FOLLOWING ARE ' FIGURES OF MALDIVIAN S Y N RECRUITED TO FOREIGN VESSELS DUR. G THE LAST FOUR YEARS.

CREW ENGAGED ON BOARD THE VESSEL 431.AS AT END OF THE YEAR. 1989 , , 417. , , 1990 . 577. 1 1 1991 745. AS ON OCT. , , 1992

#### CREW INCREMENT WAGES SCALE.

THE COMPANY DISCUSSED WITH THE SHIP OWNERS AND INCREASED THE WAGES OF THE CREW BY EVERY YEAR AS FOLLOWS:-

YEAR	BOSUN	AB, DILER, A/CODK	O/S, M/B, WIPER	
1989 1990 1991	520/- 550/- 580/- 580/-	350/- 380/- 420/- 420/-	310/- 350/- 350/- 350/-	IN USD.

#### DIRECTORS OF THE COMPANY.

1-CAPT. MOHAMED SHAREEF (CHAIRMAN)

2-MRS.MAJIDHA SHAKIR (MANAGING DIRECTOR)

3-MR. MODSA AHMED (DIRECTOR)

#### STAFF LIST.

1-MR. MOHAMED FAIZ RASHAAD (CREW MANAGER)

2-MR. AHMED SHAKIR (FINANCE MANAGER)

3-MR. AHMED NAAZ (ADMINISTRATION MANAGER)

4-MR. IBRAHIM NACEM (ASST. MANAGER)

#### TRADE.

THE COMPANY HAS ITS OWN SHOPS FOR THE TRADING BUSINESS.

- 1-SANCO TRADERS (IMPORT, EXPORT, WHOLE SALE AND RETAILER OF READY-MADE GARMENTS, COSMETICS AND GENERAL MERCHANDES).
- 2-SANCO BOOK SHOP (IMPORT AND SALE OF ALL KIND OF STATIONERY, SCHOOL BOOKS AND SIFT ITEMS).
- 3-SAFE SEA TRADERS (IMPORT AND SALE OF FRESH VEGETABLES, FRUITS AND MEAT PRODUCTS).

- O MALDIVIAN SEAMEN ARE 100 PERCENT MUSLIMS.
- O NON OF MALDIVIAN SEAMEN WILL JOIN ITF OR ANY OTHER SUCH UNION AS PER DUR GOVERNMENT RULES AND REGULATIONS.
- IN CASE ANY MALDIVIAN SEAMEN JOINS ITF AND ACQUIRE MORE FUNDE THEN WE GIVE OUR FULL GURANTEE TO THE SHIP OWNERS FOR REMITTANCE OF THE AMOUNT WHICH HAS BEEN PAID TO THE SEAMEN BY THE ITF.
- O THE COMPANY SERVES SHIP OWNERS &4 HOURS.

## SEAMEN ENGAGED ON FOREIGN VESSEL.

5th OCTOBER 1992

NAME OF THE COMPANY	TOTAL PAX ENGAGED.
장 의 마 및 경 전 및 jul ad 의 및 (jul ad 의 및 (jul ad )에 (jul ad )에 (b) an 40 (b) us ad (ii) bu us d) 2년 17 (ii) 2	- 7. 李本明 - 19 14 15 15 15 15 15 15 15 15 15 15 15 15 15
01. MAHIR ENTERPRISES	295
02. SANCO MALDIVES (PVT) LTD	745
03.GOOD WILL	54 <i>2</i>
04.GOOD FAITH	434
05. MNSML	209
06.ASIA MANAGMENT	38
07.URASIA	<b>0</b> 6
08. ALPHA/MIKE	45
09. NALAHAA	60.
	• • • • • • • • • • • • • • • • • • •

Ms. Sanco Maldives (Pvt) Ltd. M - Sunny Coast Shaedd Ali Hingun Male' Rep. of Maldives

SEAMEN RECRUITMENT DATA

YEAR	DEPARTED	ARRIVED	ENGAGED	AVERAGE WAGE PER CREW PER MONTH - US \$	BOARD EXPEN-	SAVINGS	TOTAL WAGES EARNED US \$
1990 1991 AUGUST	349 404	30 <i>E</i> 24 :	417 577	380.00 400.00	1,200.00	3,360.00 3,600.00	1,980,291.70 2,631,120.00
1992	226	16-	745	400.00	1,200.00	3,400,00	, , 0000

The above financial calculations are based on the wages of an average lowest rank seaman. However the number of transmission above includes wage earners ranging from US\$ 500/= ...

Capt. MOHAMED SHAREFF Chairman

October 5, 1992.

# ATTACHMENT P

REPUBLIC OF THE MALDIVES ISLAND OF MALE'

#### DECLARATION

I, the undersigned, Dennis Shafer, declare under penalty of perjury as follows:

Beginning October 18, 1992, I personally interviewed, in Male', three Maldivian manning agents and the Assistant Director of the Maldivian Ministry of Transportation and Shipping. The names of the manning agents are: Mr. Ali Mahir of Mahir Enterprises (PTE) Ltd., P. O. Box 20156, Male' 20-05, Republic of Maldives. Captain Mohamed Sareef of Sanco Maldives (PVT) Ltd., Shuheed Ali Higun, Male' 20-01, Republic of Maldives. Mr. Abdullah Jaleel of Albatross International (PTE) Ltd, #2/0 Karanka Goalhi, Male' 20-02, Republic of Maldiven. The name of the Assistant Director in the Ministry of Transportation and Shipping is Mr. Ali Ahmed. All of these men stated their awareness and willing participation in a system of requiring Maldivian seamen to sign two contracts while employed aboard ships. One at a lower wage scale for the purpose of actual wage payment and a second at a much higher amount to be used by the Master of the vessel to ward off complaints from any organization seeking to persuade shipowners to pay a higher wage commensurate with international standards.

The Ministry of Transportation and Shipping's representatives and the manning agents further explained that any Maldivian seaman who attempted to collect the higher wage amount stated in the second contract by joining a union or any other activity would be severely punished upon returning to the Maldivian Islands and any

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PERSONS ORDERED TOWNSTO

money he might have gained over and above the lower salary amount stated in the first contract could, and would, be taken from him and given to the owner of the vessel on which he had been employed. The manning agents and Ministry representative reported that confiscation of the above monies and punishment in the form of arrest, loss of Seaman's Book, fine, and incarceration or banishment from the seaman's home jaland had actually occurred in the past, making current and future seamen unwilling to seek changes.

Mr. Ali Ahmed furnished me with a copy of what he said was the law used in the Maldive Islands to guarantee all seamen's compliance in this matter. The copy given me is attached to this affidavit.

I interviewed a local attorney on the Island of Male', Mr. Mohamed Muizz Adnan, in order to confirm the information from the manning agents and the Ministry representative. This attorney is engaged in private practice concerning civil matters in the Maldive Islands. He expressed the opinion that defending a case wherein a seaman had gained additional money over his first contract amount would be very difficult because of the existing Maldivian laws.

After the vessel M/V Forum Wind was seized pursuant to a writ of attachment in Burnside, Louisiana, on Monday, October 19, 1992, I walked again with Mr. Mahir of Mahir Enterprises (PTE) Ltd., and discussed with him the facts and circumstances surrounding the action brought in Louisiana state court and the fact that eight seamen had left the vessel. Mr. Mahir stated that immediately after the seizure of the M/V Forum Wind in Louisiana state waters,

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he was contacted by agents of the shipowner, including the master of said vessel, and was instructed to blacklist all the crawmembers of the M/V Forum Wind who had left the Vessel. Mr. Mahir further stated that he had been instructed to immediately notify the appropriate government authorities to see that said seamon were incarcerated upon their return to the Maldivian Islands. I thereafter confirmed with the Ministry of Transport and Shipping that the previous advice of Mr. Ali Ahmed was correct and that these seamen are in fact blacklisted from ever working again as merchant seamen, will lose their Seaman's Book, and face other penalties, including incarceration upon their return.

Mr. Mahir further stated that upon instruction of the owner of the M/V Forum Wind, he additionally contacted other manning agents in the Maldives to have these manning agents place the seamen from the Forum Wind who had instituted suit in the United States on their blacklist to insure that these men could never again be employed as morchant seamen.

Dated this 30th day of October, 1992.

DENNIS SHAFER

3

FECKINGS FROM \$54 556 0530

10.00.1992 19:00

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# ATTACHMENT Q

#### STATEMENT

My name is Mohamed Saeed, and I was born September 5, 1965, in the Maldive Islands, specifically on the Island of S. Hittadoo. I speak and write English, Urdu, and Dhivehi, which is the native language of the Maldive Islands (known as the Republic of Maldives).

I have recently been a seaman serving aboard the "M/V Forum wind," a vessel currently under seizure of the United States

District Court for the Middle District of Louisiana. I am filing a request for asylum along with Mohamed Abdull Lateef, Mohamed Didi, Mohamed Zahid, Mohamed Mukhthar, Abdul Kareem Idrees,

Ibrahim Mohamed, and Abdul Hadee Ismail. All these men are natives of the Maldive Islands, and all these men speak our native language, Dhivehi.

My uncle, Tutu Didi, was in India when we filed our law suit in the federal court. He was in constant contact with my family in the Maldives. Tutu Didi told me that an American paralegal named Denis Shafer, working for my attorney, Richard J. Dodson, was arrested in Male, Maldives, and held in custody for twenty-one (21) hours. My attorney, Richard J. Dodson, told me that Mr. Shafer was arrested and held for this time. My uncle and my attorney told me that Mr. Shafer was never charged, some of his property was confiscated, and he was forcibly deported and told never to return. My uncle told me that in the week before Mr.

I declare under penalty of perjury of the laws of the United States of America that the facts I have stated are true and correct.

Mohamed Saeed

Date: 1/-//-/992

#### STATEMENT

Our names are Mohamed Saeed, Mohamed Abdull Lateef, Mohamed Didi, Mohamed Zahid, Mohamed Mukhthar, Abdul Kareem Idrees, Ibrahim Mohamed, and Abdul Hadee Ismail, and we are all natives of the Maldive Islands (known as the Republic of Maldives). We all speak our native language, which is Dhivehi.

In the Maldives it is illegal to express opposition to the Government of the Republic of Maldives ("the Government"), and the Government views what it considers "opposition" very broadly. For example, criticism of the Government or complaints (no matter how small) about the Government must only be made through Government channels. In the Maldive Islands people can be arrested without being charged for a crime, they can be imprisoned for long periods of time without ever being charged with a crime, and they can be prevented from raising a meaningful legal defense. It is forbidden for workers to organize themselves in any way and to assert their rights as members of trade unions; these acts are viewed as opposition to the Government.

We have all been seamen serving aboard the vessel M/V Forum Wind. When we were employed in the Maldives to serve aboard the vessel, the Government required us to enter into individual employment contracts. When we were leaving Denmark on the M/V Forum, we entered new employment contracts governed by a collective bargaining agreement between the Panhellenic Seamen's Union

and the vessel owner. The collective bargaining agreement required the vessel owner to pay us higher wages and other benefits, but the vessel owner has refused to pay us the higher wages and other benefits. When we arrived in the United States, we contacted a union representative to receive payment under the collective bargaining agreement, because we believed we had a right to be paid the higher wages and other benefits. In order to receive these payments, we filed a lawsuit in a U.S. federal court under U.S. law.

Now we are all afraid to return to our vessel, because we will be punished by the ship's captain for filing suit against the vessel's owners to recover wages promised us under the collective bargaining agreement. Much more importantly, we are now all afraid to return to the Maldive Islands, because we believe we will be persecuted by the Government for expressing views opposite to the interests of the Government.

The Government is extremely opposed to any action that is contrary to the way it wants the Maldivian people to act. It forbids us to assert our rights under collective bargaining agreements and as members of trade unions. Some of us know firsthand and all of us have heard that seamen who assert their rights under collective bargaining agreements and as members of trade unions are severely punished by the Government. Some of us know and all of us have heard that seamen are arrested at the

International Airport in Male and imprisoned for this sort of activity and all their property is seized.

We are afraid if we return to the Maldives that we will be arrested at the International Airport in Male and placed in prison on a remote island, and we are afraid that all our property will be taken. Even though a Government official gave us a piece of paper that we would not be harmed if we returned to our ship and abandoned our lawsuit, because of what some of us know and all of us believe has happened to others, we believe it would happen to us.

We declare under penalty of perjury of the laws of the United States of America that the facts we have stated are true and correct, and we are signing this statement in the presence of each other on November 11, 1992, at Baton Rouge, Louisiana.

A The state of the	
Mohamed Saeed	Mohamed Abdull Lateef
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Mohamed Didi	Mohamed Zahid
A P	<u> </u>
Mohamed Mukhthar	Abdul Kareem Idrees
1	Leup
Ibrahim Mohamed	Abdul Hadee Ismail

\* \* \* \* \*

My Name is Abdul Hadee Ismail. My sister's husband (Ahmed Naseer) is a Maldivian seaman who contacted the International

Transport Federation because he was involved in a wage dispute with the vessel owners. When he returned home, he was arrested at the International Airport in Male, he was imprisoned eight years (without his family) on a small island called N. Foidhoo, the Government seized his house and property, and the Government fined him 75,000 Maldivian rupees. The only thing he did against the Maldivian government was to assert his rights under a collective bargaining agreement. This happened about 1982, but the same Government was in power then as now and the same law forbids us to assert our rights under collective bargaining agreements.

I declare under penalty of perjury of the laws of the United States of America that the facts I have stated are true and correct.

Abdul Hadee Ismail

\* \* \* \* \*

My name is Mohamed Zahid. About 1988 I left my ship with eleven other seamen because of unsafe conditions. The Government arrested me when I returned at the International Airport in Male, they imprisoned me for seven months on the Island of Male, fined me 75 Maldivian rupees, and prevented me from working as a seaman for two and one-half years. The only thing I did was to assert my rights as a human being to a safe workplace.

I declare under penalty of perjury of the laws of the United States of America that the facts I have stated are true and correct.

Mohamed Zahid

My name is Abdul Kareem Idrees.

Before I became a seaman I worked for the National Security Service. I saw a seaman arrested at the International Airport in Male because he had complained about wages and working conditions. The Minister of Transport had informed the Immigration Office that when that person arrived, the Immigration Office was to contact the National Security Service to arrest the seaman. The reason I know why the seaman was arrested is that we asked the Immigration Service why the seaman was arrested and that's what the Immigration Service told us.

My wife told me over the telephone recently that several times within the last 10 days or so she has heard over Maldivian radio news accounts that eight seamen were trying to get higher wages in an American court and that when these seamen come back to the Maldives, the Government will take their seamen's books and all their property. My wife doesn't want me to return to the Maldives, because she believes I will be imprisoned also.

# ATTACHMENT R