



Republic of the Philippines
 OFFICE OF THE PRESIDENT
COMMISSION OF HIGHER EDUCATION
 DEPARTMENT OF TRANSPORTATION
MARITIME INDUSTRY AUTHORITY



STANDARD ONBOARD TRAINING AGREEMENT FOR DOMESTIC TRADE

KNOWN ALL MEN BY THESE PRESENTS:

This Agreement, entered into voluntarily and among:

Name of Cadet _____
 (Last Name) (Given Name) (Middle Name)

Date and Place of Birth: _____

Address: _____

SIRB No.: _____ SRN: _____

hereinafter referred to as Cadet

and

Name of MHEI: _____

Address of MHEI: _____

Government Authority Number: _____ Date of Issuance: _____

herein referred to as the MHEI

and

Name of Shipping/Manning Company: _____

Address of Shipping/Manning Company _____

Name of Vessel _____

IMO Number: _____ Year built: _____

Official Number: _____ Call Sign: _____

Type of Vessel: _____ Classification Society: _____

Gross Registered Tonnage (GRT) _____ Main Propulsion Power (kW) _____

herein referred to as the Shipowner/Shipping Company

WITNESSETH

1. That the Cadet shall be embarked for Training on board under the following terms and conditions:
 - 1.1 Duration of Onboard Training : _____
 - 1.2 Rank : _____
 - 1.3 Hours of Onboard Training per day : _____
 - 1.4 Route : _____
 - 1.5 Date and Place of Embarkation : _____
2. The herein terms and conditions as prescribed in JCMMC No. 01 series 2022 and MARINA Memorandum Circular No. 2021-01, shall form part of this Agreement and be strictly and faithfully observed.
3. Any alterations or changes, in any part of this Agreement shall be evaluated, verified, processed and approved by the Commission on Higher Education and Maritime Industry Authority. Upon approval, the same shall be deemed an integral part of this approved Standard Onboard Training Agreement for Domestic Trade.



4. Violations of the terms and conditions of this Agreement with its approved Annex shall be ground for disciplinary action against the erring party.
5. Training credits earned and documented in the Training Record Book and Daily Journal of Watchkeeping Duties shall be accepted by the school as part of the fulfillment of the shipboard training requirements for the grant of a Bachelor of Science Degree in the program in which the Cadet is enrolled.

IN WITNESS WHEREOF the parties have hereto set their hands this ____ day of _____, 20__ at _____, Philippines.

Name and Signature of Cadet
Representative

Name and Signature of MHEI

Name and Signature of Shipowner/Shipping Company Representative

Verified and approved:

Name and Signature of CHED Official

Name and Signature of MARINA Official

Date

Date

ACKNOWLEDGMENT

(REPUBLIC OF THE PHILIPPINES
_____) S.S.

BEFORE ME, a Notary Public for and in the above jurisdiction, personally appeared the following:

NAME	COM. TAX CERT. NO.	DATE/PLACE ISSUED
(Cadet)		
(MHEI)		
(Shipowner/Shipping Representative)		



known to me be the same persons who executed the foregoing instrument and acknowledged to me that the same is their own free will and voluntary act and deed.

This instrument consists of seven (7) pages including this page wherein this Acknowledgment is written, and is signed by the parties and their instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL, this ____ day of _____ 200 ____ at _____, Philippines.

NOTARY PUBLIC



STANDARD ONBOARD TRAINING AGREEMENT FOR DOMESTIC TRADE

SECTION 1. DEFINITION OF TERMS:

For the purposes of this training agreement, the following terms are defined as follows:

1. Approved Training Record Book - refers to an updated version of the International Shipping Federation (ISF) or Global MET Training Record Book (TRB) or MARINA-approved TRB in accordance with the requirements of the STCW Convention, 1978, as amended.
2. Beneficiary (ies) - refer(s) to the person(s) to whom the death compensation and other benefits due under the engagement agreement are payable in accordance with the rules of succession under the Civil Code of the Philippines, as amended.
3. Cadet - refers to a student of MHEI who is required to undergo training on-board ships engaged in international or domestic trade to complete the educational requirements for a maritime education program
4. CHED- refers to the Commission on Higher Education
5. MARINA – refers to the Maritime Industry Authority
6. Compassionate Ground - refers to the incidence of death of an immediate member of the cadet's family which includes his/her parents, spouse and children if the cadet is married or his/her parents if the cadet is single.
7. Convenient Port - refers to any port where it is practicable, economical, safe and convenient to repatriate the cadet.
8. Departure - refers to the actual departure from the point of engagement of the cadet through air, sea, or land transport to join his/her ship.
9. Manning Agency- refers to any person, partnership or corporation duly licensed by the Secretary of Labor and Employment to engage in the recruitment of seafarers including the engagement of cadets on behalf of ship owners, and the placement of such cadets, to train on ships plying international waters and for related maritime activities.
10. Onboard Training Program - refers to CHED-MARINA approved training program for maritime students.
11. Philippine Port - refers to any Philippine airport or seaport.
12. Maritime Higher Education Institution (MHEI) - refers to a higher education institution granted authority to operate BSMT and/or BSMarE program by the CHED.
13. Shipwreck- refers to the damage or destruction of a ship at sea caused by collision, storm, grounding or any other marine peril at sea or in port rendering the ship absolutely unable to pursue her voyage.
14. Shipowner/Shipping Company - refers to the owner of the ship or any other organization or person, such as the manager, agent or bareboat charterer, who has assumed the responsibility for operation of the ship from the owner and who, on assuming such responsibility has agreed to take over all the duties and responsibilities imposed on shipowners.
15. Training Hours - refers to the time that the cadet shall undergo training for at least four (4) hours a day to acquire the competency prescribed by the Training Record Book and/ or authorized/ allowed by the Master.
16. Training-Related Illness - refers to any sickness arising from the engagement in the course of the cadet's training activities.
17. Training-Related Injury - refers to any injury arising out and in the course of the cadet's training activities.

SECTION 2. RESPONSIBILITIES OF THE SHIOWNERS/SHIPPING COMPANY

1. Incorporate all activities and programs relative to the onboard training in their respective Quality Standards System (QSS) and/or Safety Management System (SMS) Manual.
2. Submit to MARINA a list of their ships of 500GT or more and/or powered by main propulsion machinery of 750 kW or more including the number of cadets each can accommodate taking



into consideration the criteria enumerated in Item V.1 of MC 2021-01 using the attached template in Annex A.

3. Ensure that the cadet has enrolled for OBT in a duly recognized MHEI and has valid OBT agreement executed between them (Shipowner-MHEI-Cadet).
4. Provides shipboard training berth and facilitate the issuance of a Certification (*Annex H-6 of the Revised Onboard Training Guidelines of JCMMC No. 01 series 2022*) to students upon completion of the OBT indicating, among others, the actual duration of onboard training;
5. Ensure that the Master of the ship shall be responsible for the following:
 - .1 designate the Shipboard Training Officer;
 - .2 evaluate students' performance onboard before affixing signature in the TRB and the DJWD; and
 - .3 issue the Certificate of Sea Service (*Annex H-7 of the Revised Onboard Training Guidelines of JCMMC No. 01, series 2022*) indicating, among others, the actual duration of training onboard.

SECTION 3. RESPONSIBILITIES OF THE CADET

The Cadet acknowledges that he/ she is given the opportunity to train on board the ship and is not part of the ship's maritime labor complement and that he/ she shall have the following responsibilities:

1. Diligently perform his/her training duties in accordance with the OBT program/OTG;
2. Keep the TRB and DJBWD or DJEWD properly filled-up, prepare and gather all required projects and objective evidences of performance of onboard tasks, and complete the OBT within the period stipulated;
3. Performs other designated tasks and assignments, and comply with all the company policies and procedures including all policies on the safety and security of the ship and the protection of the marine environment;
4. Abide by all lawful instructions of the Master of the ship and other officers designated to supervise & monitor the conduct of OBT; and
5. Conduct himself/herself in an orderly and respectful manner towards shipmates, passengers, shippers, stevedores, port authorities, and other persons on official business with the ship.

SECTION 4. COMMENCEMENT/DURATION OF TRAINING PROGRAM

1. The Training of the Cadet shall commence on the date of embarkation of the Cadet from any Philippine port.
2. Such training shall be covered by the approved Shipboard Training Agreement for Domestic Trade.
3. The Training shall be effective until the end of the indicated training duration.
4. The period covering the training program shall be for a period mutually agreed upon between the Shipowner/Shipping Company and the Cadet provided such period shall not exceed twelve (12) months.

SECTION 5. GROOMING, HYGIENE AND VACCINATION

1. The Cadet shall wear the prescribed uniform and shall be responsible for the maintenance of his/her uniform items and ensure its proper upkeep and cleanliness.
2. The Cadet shall keep his/her quarters and other living spaces, such as mess rooms, toilets, bathrooms, alleyways and recreation rooms, in clean and tidy condition to the satisfaction of the Master. Such chores shall be performed regularly after training hours.
3. The Cadet shall submit to the order of the Master or to the domestic laws to have such vaccination or inoculation or to undertake measures to safeguard his/ her health and the entire crew complement.
4. The Company shall ensure that the Cadet shall be informed of the cause, prevention and consequences of HIV/ AIDS.



SECTION 6. HOURS OF TRAINING

The following rules on training hours shall apply to the Cadet whether at sea or in port and shall be reflected in the Training Record Book:

1. Training hours shall not exceed eight (8) hours per day, with a one (1) hour meal break in between or forty (40) hours of training per week. The eight (8) hours can be done on a staggered basis.
2. A fifteen (15) minute rest period following each two (2) hours of continuous training hours shall be allowed.
3. Extended training hours of not more than four (4) hours shall be rendered by the Cadet for his/her self-study.
4. In unavoidable cases involving safety reasons, the Cadet may be required to undertake extended training hours not exceeding six (6) hours.

The foregoing provisions on training hours shall not apply when an emergency requires the Cadet to perform tasks outside of the stipulated training hours, under the direction of the Master for the immediate safety of the ship, persons on board, cargo on board, or for rendering assistance to another ship or other ships or person/s in distress at sea, or to conduct fire, boat or emergency drill.

SECTION 7. SCHOOL HOLIDAYS

Except as may be otherwise directed by the Master or his deputy, no training shall be undertaken during any of the following school holidays whether the ship is at sea or in port.

New Year's Day	-	January 1
Maundy Thursday	-	movable date
Good Friday	-	movable date
Araw ng Kagitingan	-	April 9
Labor Day	-	May 1
Independence Day	-	June 12
National Heroes Day	-	Last Sunday of August
All Saints Day	-	November 1
Bonifacio Day	-	November 30
Christmas Day	-	December 25
Rizal Day	-	December 30

SECTION 8. SHORE LEAVE

The Cadet shall be allowed shore leave when practicable, with the consent of the Master or his deputy, taking into consideration the operations and safety of the ship and prevailing conditions in the port. Shore leave shall not be considered as part of the training period.

SECTION 9. SUBSISTENCE, SHIPS STORES, AND PROVISIONS

1. The Cadet shall be provided by the Shipowner/Shipping Company with subsistence consistent with good maritime standards and practices while on board the ship.
2. All stores and provisions issued to the Cadet are only for use and consumption on board the ship. Any unused or unconsumed stores or provisions shall remain the property of the Shipowner/Shipping Company. The Cadet shall not take ashore, sell, destroy, or give away such stores and provisions.



SECTION 10. TRANSFER CLAUSE

The Cadet agrees to be transferred at any port, to any ship owned or operated, manned or managed by the same Shipowner/Shipping Company, provided that the total period of training shall not exceed the period originally agreed upon between the Sponsoring Shipowner/Shipping Company and the Cadet. Any form of transfer shall be documented and made available to the Cadet when necessary.

SECTION 11. RIGHT TO DISCIPLINE

The Shipowner/Shipping Company shall have the right to discipline or disembark the Cadet and expel him from the Onboard Training Program for any violation of law, or of the vessel's rules and regulations, or for any conduct unbecoming of a maritime professional, or for any act which is inimical or detrimental to the Company's welfare and reputation, or the vessel's safety and security, or the safety and security of any person or cargo on board.

SECTION 12. DISQUALIFICATION FROM THE ONBOARD TRAINING PROGRAM

The Cadet acknowledges that the Shipowner/Shipping Company has the unqualified right to discontinue the Onboard Training Program, disembark the Cadet and return him to the point of departure at any time due to the Cadet's failure to meet any of the requirements of the Onboard Training Program including, but not limited to the following grounds:

1. Failure to perform duties assigned, or meet designated tasks, or comply with requirement regulations, policies, procedures, or conditions, or pass necessary assessment criteria defined in the Training Record Book;
2. Medical reasons arising from a previously undisclosed illness, or mental or emotional incapacity, and the Cadet is declared unfit for sea duty and the unfitness cannot be remedied;
3. Any action on board that jeopardizes the safety or security of the ship, its crew, passengers or any person on business with the ship;
4. Any action taken that pollutes or otherwise causes harm to the marine environment;
5. Such other justifiable circumstances that will warrant expulsion or disqualification from the program.

SECTION 13. TERMINATION OF THE ONBOARD TRAINING AGREEMENT

1. The Training of the Cadet shall terminate when he/ she completes the period of training on board the ship, disembarks from the ship and arrives at the point of departure.
2. The Shipowner/Shipping Company may, after observing due process and giving prior notice to the concerned MHEI and MRO, terminate the engagement of a cadet in the OBT program for any of the following reasons:
 - 2.1 Repeated failure of a cadet to perform duties assigned, or meet designated tasks, or comply with requirements, regulations, policies, procedures, or conditions, or pass necessary assessment criteria defined in the OTG and TRB.
 - 2.2 Any action of cadet on board that jeopardizes the safety or security of the ship, its crew, passengers or any person on business with the ship.
 - 2.3 Any action taken by cadet that pollutes or otherwise causes harm to the marine environment.
3. When the cadet is unable to carry out his/her duties under the OTG or TRB for serious medical reasons occurring during the period of OBT, or is incapacitated due to illness, injury or medical condition, the shipping company may temporarily suspend the training of the cadet. However, upon full recovery and submission of a medical fitness certificate, the shipping company shall allow the cadet to complete the training onboard the ship.



SECTION 14. INSURANCE

The expenses to be incurred by the cadet for food, personal protective equipment (PPE), miscellaneous costs as well as the life and accident insurance of either group or individual coverage of at least P250,000.00 for each cadet while undergoing OBT on ship engaged in domestic shipping shall be covered by the tuition fee for OBT. These arrangements shall be included in the OBT Agreement between the MHEI, Cadet and Shipping Company before the commencement of the onboard training.

SECTION 15. LOSS OR DAMAGE OF THE CADET'S DOCUMENT BY MARINE PERIL

1. The Cadet shall be reimbursed by the Shipowner/Shipping Company the full amount of loss or damage to his/her personal effects but in no case shall the amount exceed P100,000.00 if his/her personal effects are lost or damaged as a result of a ship wreck, or loss, or stranding, or abandonment of the ship as a result of fire, flooding, collision or piracy.
2. In case of partial loss, the amount shall be determined by mutual agreement of both parties but in no case to exceed P100,000.00.
3. Reimbursement for loss or damage to the cadet's personal effects shall not apply if such loss or damage is due to (a) the cadet's own fault; (b) larceny or theft or (c) robbery.

In case of the loss of training documents of the Cadet due to marine peril, the company shall issue the appropriate certificate of loss and for the specific module/ training he/ she completed.

SECTION 16. APPLICABLE LAW AND DISPUTE SETTLEMENT

1. This Agreement shall be construed in accordance with the laws of the Philippines.
2. Any dispute arising from the implementation of this training agreement shall be resolved amicably through conciliation and mediation.
3. Any unresolved issue / s regarding the CHED-MARINA required shipboard training program shall be elevated for arbitration in accordance with CHED-MARINA guidelines.
4. In case of failure of any conciliation, mediation or arbitration proceedings regarding any matter arising from this Agreement, the matter shall be brought before the courts of appropriate jurisdiction.

This agreement is pursuant to JCMMC No.01, series 2022 and MC 2022-01

Name and Signature of Cadet
Representative

Name and Signature of MHEI

Name and Signature of Shipowner/Shipping Company Representative



Verified and approved:

Name and Signature of CHED Official

Name and Signature of MARINA Official

Date

Date

