

Republic of the Philippines
Department of Labor and Employment
PHILIPPINE OVERSEAS EMPLOYMENT ADMINISTRATION

**STANDARD CADET TRAINING AGREEMENT
ON SHIPS ENGAGED IN INTERNATIONAL VOYAGE**



KNOW ALL MEN BY THESE PRESENTS:

This Agreement, entered into voluntarily by and between:

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

Date and Place of Birth: _____

Address: _____

SIRB No. : _____ SRC No.: _____

hereinafter referred to as the Cadet

and

Name of Agent: _____

Name and address of Sponsoring Company: _____

(Principal /Shipowner/Address)

Name and Address of School: _____

for the following vessel:

Name of Vessel: _____

IMO Number: _____ Gross Registered Tonnage (GRT): _____ Year built: _____

Flag: _____ Type of Vessel: _____ Classification Society: _____

hereinafter referred to as the Principal

WITNESSETH

1. That the Cadet shall be embarked for Training on board under the following terms and conditions:

1.1 Duration of Training : _____
1.2 Position : _____
1.3 Monthly Stipend : _____
1.4 Hours of Training : _____
1.5 Point of Departure : _____
1.6 Commencement of Training : Upon Departure from the Philippines

2. The herein terms and conditions as prescribed in the Governing Board Resolution No. __ and Memorandum Circular No. __, both series of 20__, 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 Philippine Overseas Employment Administration (POEA). Upon approval, the same shall be deemed an integral part of this POEA approved Standard Cadet Training Agreement.
4. Violations of the terms and conditions of this Agreement with its approved Annex A shall be ground for disciplinary action against the erring party.
5. Training credits earned and documented in the Training Record Book shall be accepted by the School as 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

Name and Signature of Sponsoring Company/Representative

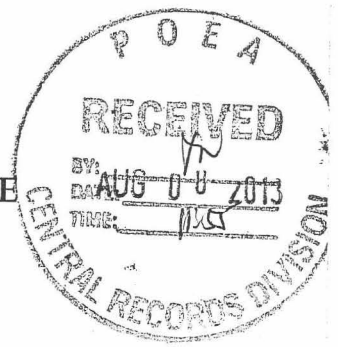
Name & Signature of School Representative

Verified and approved by the POEA:

Name and Signature of POEA Official

Date

STANDARD CADET TRAINING AGREEMENT ON SHIPS ENGAGED IN INTERNATIONAL VOYAGE



SECTION 1. DEFINITION OF TERMS:

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

1. Allottee - refers to any person named or designated by the cadet as the recipient of his/her remittance to the Philippines.
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 maritime education leading to a Bachelor's degree (BSMT or BSMarE) who is required to undergo on board training to complete the academic requirement for a maritime degree or technical course.
4. CHED- refers to the Commission on Higher Education
5. 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.
6. Convenient Port - refers to any port where it is practicable, economical, safe and convenient to repatriate the cadet.
7. Dental Treatment - covers tooth extraction, or dental surgery if necessary, due to accident.
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 at a Philippine or foreign port.
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-approved training program for maritime students.
11. Philippine Port - refers to any Philippine airport or seaport.
12. POEA-refers to the Philippine Overseas Employment Administration
13. Point of Departure - refers to the place of hiring written on the POEA Standard Engagement Agreement which shall be the basis for determining commencement and termination of the contract.
14. School- refers to the maritime education institution which the Cadet is enrolled for his Bachelor's degree.
15. 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.
16. Sponsoring Company - may be used interchangeably and refers to any person, partnership or corporation who owns the ship or any other entity or organization who has assumed the responsibility for the operation of the ship from the owner, including any manager, agent, or bareboat charterer, and who, on assuming such responsibility, has agreed to take over the responsibilities imposed on ship owners for the hiring or engaging of Filipino cadets to train, onboard such ship and to fulfill the duties and responsibilities on behalf of such ship owner.
17. Training Hours - refers to the time that the cadet shall undergo training to acquire the competency prescribed by the Training Record Book and/or authorized/allowed by the Master.
18. Training-Related Illness - refers to any sickness arising from the engagement in the course of the cadet's training activities in accordance with Section 23 hereof.
19. Training-Related Injury - refers to any injury arising out and in the course of the cadet's training activities in accordance with Section 23 hereof.

20. Training Stipend - refers to the monthly allowance received by the cadet from the principal/ship owner/company.
21. Training Record Book- refers to the CHED-approved record of training onboard ship.

SECTION 2. RESPONSIBILITIES OF THE SPONSORING COMPANY

1. The Sponsoring Company recognizes that the Cadet is a student of maritime education seeking to complete a Bachelor's degree who must undertake the CHED -required shipboard training program in order to complete the academic requirements and qualify him for graduation for a Bachelor's degree from the School. The Sponsoring Company also recognizes and declares that the Cadet is not part of the ship's labor complement.
2. The Sponsoring Company shall provide the Cadet with the opportunity to be trained on-board ship.
3. The Sponsoring Company shall ensure that the Cadet completes and passes the CHED-required training program under the supervision and guidance of the Master, Chief Engineer and/or designated training officer on board in accordance with the structured cadet training program as contained in the CHED-approved Training Record Book.
4. The Sponsoring Company shall ensure the safety and well-being of the Cadet during the period of training until the repatriation of the Cadet in accordance with the POEA Cadet Training Agreement and this Annex.

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. Faithfully comply with the requirements of the On-Board Cadet Training Program, which shall be documented in the CHED-approved Training Record Book;
2. Perform all duties, assignments, designated tasks, and comply with the requirements, regulations, policies, and procedures of the ship in relation to and as defined in the CHED-approved Training Record Book;
3. Complete and pass the Onboard Training Program within the period stipulated;
4. Abide by all lawful instructions of the Master of the ship and other officers deputized by the Master to supervise the conduct of the Training Program;
5. Comply with all Company policies, including all policies on the safety and security of the ship and the protection of the marine environment;
6. Diligently perform his/her training duties relating to the ship, all persons on board the ship, the ship's stores and cargo, whether on board, in lighters or ashore;
7. 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;
8. Observe and abide with all the laws and regulations of the flag State, the port State and the coastal State while on board the ship or ashore.
9. Strictly abide by the terms and conditions of any sponsorship agreement.

SECTION 4. COMMENCEMENT/DURATION OF TRAINING PROGRAM

1. The Training of the Cadet shall commence on the date of departure of the Cadet from the Philippine airport or seaport at the point of departure.
2. Such training shall be covered by the approved POEA Cadet Training Agreement.
3. The Training shall be effective until the cadet's date of arrival at the point of departure.
4. The period covering the training program shall be for a period mutually agreed upon between the Sponsoring Company and the Cadet provided such period shall not exceed twelve (12) months except if at the time of the completion of the training period the ship/vessel is not in a convenient port in which case the Cadet shall be repatriated at the next convenient port.

SECTION 5. FREE TRANSPORTATION FROM THE POINT OF DEPARTURE AND RETURN TO THE POINT OF DEPARTURE

The Sponsoring Company shall provide the Cadet free transportation from the point of departure to his/her assigned ship and his/her return transportation from his/her assigned ship to his/her original point of departure.

SECTION 6. BAGGAGE ALLOWANCE

The Cadet who travels by air to join a ship or on repatriation to his/her original point of departure shall be entitled to the normal free baggage allowance offered by the airlines. The cost of any excess baggage shall be for the account of the Cadet.

SECTION 7. 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 laws of any country within the territorial jurisdiction of which the ship may enter 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 8. MONTHLY STIPEND

The Cadet shall receive a monthly stipend in the amount stipulated in the POEA Cadet Training Agreement commencing on the date of the Cadet's departure from the point of departure up to the date of his/her arrival at the point of departure.

SECTION 9. PAYMENT OF STIPEND ON BOARD

A portion of the monthly stipend shall be paid on board, subject to the currency control regulations at the port abroad and to the official rate of exchange prevailing at the time of payment.

SECTION 10. REMITTANCE FACILITIES.

The Sponsoring Company shall assist the Cadet, upon his/her request, to remit a portion of his/her stipend to his/her designated Allottee, in Philippine currency at the rate of exchange indicated in the credit advice of the local authorized Philippine bank.

SECTION 11. 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 12. 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
ArawngKagitingan	-	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 13. 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 14. SUBSISTENCE, SHIPS STORES, AND PROVISIONS

1. The Cadet shall be provided by the Sponsoring 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 Sponsoring Company. The Cadet shall not take ashore, sell, destroy, or give away such stores and provisions.

SECTION 15. TRANSFER CLAUSE

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

SECTION 16. RIGHT TO DISCIPLINE

The Sponsoring Company shall have the right to discipline or disembark the Cadet and expel him from the Cadet 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 17. DISQUALIFICATION FROM THE CADET TRAINING PROGRAM

The Cadet acknowledges that the Sponsoring Company has the unqualified right to discontinue the Cadet 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 Cadet Training Program including, but not limited to the following grounds:

1. Failure 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 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 18. TERMINATION OF THE CADET 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 Training of the cadet is also terminated effective upon arrival at the point of departure for any of the following reasons:
 - 2.1 When the Cadet terminates the Cadetship Training Agreement;
 - 2.2 When the Cadet cannot carry out his/her duties under the Cadetship Training Agreement for serious medical reasons occurring during the period of engagement, or is incapacitated due to illness, injury or medical condition;
 - 2.3 When the ship is wrecked, necessitating the termination of training before the expiration of this training Agreement;
 - 2.4 When the ship is sold, laid up, or the voyage is discontinued necessitating the termination of training before the expiration of this training Agreement;
 - 2.5 When the ship is declared unseaworthy by a classification society, port state or flag state, which declaration necessitates the termination of training before the expiration of this Agreement;
 - 2.6 When the training is terminated and the Cadet is repatriated as a result of port state control procedure/actions in compliance with Regulation I/4 of the 1978 STCW Convention, as amended; and
 - 2.7 Where there is a change of principal or management of the ship necessitating the termination of the Cadet Training before the expiration of this Agreement

SECTION 19. REPATRIATION

The Cadet shall be repatriated from the most convenient port to the original point of departure at no cost to him in the instances of termination mentioned in Section 18 hereof while the ship is abroad, including the cost of repatriation for returning property left on board by the sick or injured Cadet to the Cadet or his/her next of kin.

In all other instances not listed in Section 18 hereof, the Cadet shall bear the costs of his/her repatriation and the repatriation of his/her personal belongings.

SECTION 20. HEALTH PROTECTION, MEDICAL CARE, WELFARE AND PROTECTION

1. In case of illness or injury, the Sponsoring Company shall provide the Cadet with the following health protection and medical care:
 - 1.1 Cost of medical care and health protection in respect of injury or illness of the Cadet occurring while the Cadet is training under the engagement agreement or arising from their engagement under such agreement.
 - 1.2 Cost for medical care, medical treatment, the supply of necessary medicines, therapeutic appliances, and board and lodging while the Cadet is away from home, until he has recovered or until his/her illness or incapacity is declared permanent in character.
 - 1.3 Sickness allowance equivalent to his/her monthly stipend while the Cadet remains on board, or until he/she is repatriated to and arrives at his/her point of departure, or until his/her recovery; provided that in any of these instances, the payment of such sickness allowance shall not exceed a total period of sixteen (16) weeks from the day of the injury or the commencement of the illness; provided, further that the payment of the sickness allowance may terminate earlier upon payment of disability benefits.
2. In case of permanent disability or death, the Sponsoring Company shall provide the Cadet with the following benefits:
 - 2.1 Financial security to cover compensation for permanent disability or death because of training-related illness, injury or hazard or any illness, injury, or hazard occurring during the term of the agreement which shall be paid to him/her or his/her beneficiaries in Philippine Currency up to an amount not exceeding Fifty Thousand United States Dollars (US\$50,000.00).
 - 2.2 Cost of repatriation of the human remains and personal belongings if the Cadet dies during the term of the Training Agreement unless the death occurs in a port where local government laws or regulations do not permit the transport of such remains; if death occurs at sea, the disposition of the human remains shall be dealt with in accordance with the Master's best judgment.
 - 2.3 Burial expenses in the amount of US\$ 1,000.00 in case of death occurring on board or ashore during the period of engagement.

SECTION 21. LOSS OR DAMAGE OF THE CADET'S DOCUMENT BY MARINE PERIL

1. The Cadet shall be reimbursed by the Sponsoring Company the full amount of loss or damage to his/her personal effects but in no case shall the amount exceed the Philippine currency equivalent of Two Thousand US dollars (US\$2,000.00) 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 the Philippine currency equivalent to the amount of Two Thousand US dollars (US\$2,000.00).
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 22. 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-required shipboard training program shall be elevated for arbitration in accordance with CHED 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 in the point of departure in the Philippines to the exclusion of all other courts in any other jurisdiction.

SECTION 23. SCHEDULE OF DISABILITY OR IMPEDIMENT FOR INJURIES SUFFERED AND DISEASES INCLUDING TRAINING-RELATED DISEASES OR ILLNESS CONTRACTED.

HEAD

Traumatic head injuries that result to:

1. Aperture unfilled with bone not over three (3) inches without brain injury ----- Gr. 9
2. Unfilled with bone over three (3) inches without brain injury ----- Gr. 3
3. Severe paralysis of both upper or lower extremities or one upper and one lower extremity ---- Gr. 1
4. Moderate paralysis of two (2) extremities producing moderate difficulty in movements with self-care activities ----- Gr. 10
5. Slight paralysis affecting one extremity producing slight difficulty with self-care activities ---- Gr. 10
6. Severe mental disorder or Severe Complex Cerebral function disturbance or post-traumatic psychoneurosis which require regular aid and attendance as to render the Cadet permanently unable to continue his training ----- Gr. 1
7. Moderate mental disorder or moderate brain functional disturbance which limits the Cadet to the activities of daily living with some directed care or attendance ----- Gr. 6
8. Slight mental disorder or disturbance that requires little attendance or aid and which interferes to a slight degree with the training capacity of the Cadet ----- Gr. 10
9. Incurable imbecility ----- Gr. 1

FACE

1. Severe disfigurement of the face or head as to make the Cadet so repulsive as to greatly handicap him in continuing his training, thereby being a permanent functional disorder ----- Gr. 2
2. Moderate facial disfigurement involving partial ablation of the nose with big scars on face or head ----- Gr. 5
3. Partial ablation of the nose or partial avulsion of the scalp ----- Gr. 9
4. Complete loss of the power of mastication and speech function ----- Gr. 1
5. Moderate constriction of the jaw resulting in moderate degree of difficulty in chewing and moderate loss of the power or the expression of speech ----- Gr. 6
6. Slight disorder of mastication and speech function due to traumatic injuries to jaw or cheek bone ----- Gr. 12

EYES

1. Blindness or total and permanent loss of vision of both eyes ----- Gr. 1
2. Total blindness of one (1) eye and fifty percent (50%) loss of vision of the other eye ----- Gr. 5
3. Loss of one eye or total blindness of one eye ----- Gr. 7
4. Fifty percent (50%) loss of vision of one eye ----- Gr. 10
5. Lagophthalmos, one eye ----- Gr. 12
6. Ectropion, one eye ----- Gr. 12
7. Epiphora, one eye ----- Gr. 12
8. Ptosis, one eye ----- Gr. 12

Note: (Snellen Chart - used to grade for near and distant vision).

NOSE AND MOUTH

1. Considerable stricture of the nose (both sides) hindering breathing ----- Gr. 11
2. Loss of the sense of hearing in one ear ----- Gr. 11

- | | |
|---|--------|
| 3. Injuries to the tongue (partial amputation or adhesion) or palate-causing defective speech ----- | Gr. 10 |
| 4. Loss of the three (3) teeth restored by prosthesis ----- | Gr. 14 |

EARS

- | | |
|---|--------|
| 1. For the complete loss of the sense of hearing on both ears ----- | Gr. 3 |
| 2. Loss of two (2) external ears ----- | Gr. 8 |
| 3. Complete loss of the sense of hearing in one ear ----- | Gr. 11 |
| 4. Loss of one external ear ----- | Gr. 12 |
| 5. Loss of one half (1/2) of an external ear ----- | Gr. 14 |

NECK

- | | |
|---|--------|
| 1. Such injury to the throat as necessitates the wearing of a tracheal tube ----- | Gr. 6 |
| 2. Loss of speech due to injury to the vocal cord ----- | Gr. 9 |
| 3. Total stiffness of neck due to fracture or dislocation of the cervical pines ----- | Gr. 8 |
| 4. Moderate stiffness or two thirds (2/3) loss of motion of the neck ----- | Gr. 10 |
| 5. Slight stiffness of the neck or one third (1/3) loss of motion ----- | Gr. 12 |

CHEST-TRUNK-SPINE

- | | |
|--|--------|
| 1. Fracture of four (4) or more ribs resulting to severe limitation of chest ----- | Gr. 6 |
| 2. Fracture of four (4) or more ribs with intercostal neuralgia resulting in moderate limitation of chest expansion ----- | Gr. 9 |
| 3. Slight limitation of chest expansion due to simple rib functional without myositis or intercostal neuralgia ----- | Gr. 12 |
| 4. Fracture of the dorsal or lumbar spines resulting severe or total rigidity of the trunk or total loss of lifting power of heavy objects ----- | Gr. 6 |
| 5. Moderate rigidity or two thirds (2/3) loss of motion or lifting power of the trunk ----- | Gr. 8 |
| 6. Slight rigidity or one third (1/3) loss of motion or lifting power of the trunk ----- | Gr. 11 |
| 7. Injury to the spinal cord as to make walking impossible without the aid of a pair of crutches -- | Gr. 4 |
| 8. Injury to the spinal cord as to make walking impossible even with the aid of a pair of crutches ----- | Gr. 1 |
| 9. Injury to the spinal cord resulting to incontinence of urine and feces ----- | Gr. 1 |

ABDOMEN

- | | |
|--|--------|
| 1. Loss of the spleen ----- | Gr. 8 |
| 2. Loss of one kidney ----- | Gr. 7 |
| 3. Severe residuals of impairment of intra-abdominal organs which requires regular aid and attendance that will unable Cadet to continue/complete his training ----- | Gr. 1 |
| 4. Moderate residuals of disorder of the intra-abdominal organs secondary to trauma resulting to impairment of nutrition, moderate tenderness, nausea, vomiting, constipation or diarrhea -- | Gr. 7 |
| 5. Slight residuals or disorder of the intra-abdominal organs resulting in impairment of nutrition, slight tenderness and/or constipation or diarrhea ----- | Gr. 12 |
| 6. Inguinal hernia secondary to trauma or strain ----- | Gr. 12 |

PELVIS

- | | |
|---|-------|
| 1. Fracture of the pelvic rings as to totally incapacitate Cadet to do training ----- | Gr. 1 |
| 2. Fracture of the pelvic ring resulting to deformity and lameness ----- | Gr. 6 |

URINARY AND GENERATIVE ORGANS

1. Total loss of penis -----	Gr. 7
2. Total loss of both testicles -----	Gr. 7
3. Total loss of one testicle -----	Gr. 11
4. Scars on the penis or destruction of the parts of the cavernous body or urethra interfering with erection or markedly affecting coitus -----	Gr. 9
5. Loss of one breast -----	Gr. 11
6. Prolapse of the uterus -----	Gr. 13
7. Great difficulty in urinating -----	Gr. 13
8. Incontinence of urine -----	Gr. 10

THUMBS AND FINGERS

1. Total loss of one thumb including metacarpal bone -----	Gr. 9
2. Total loss of one thumb -----	Gr. 10
3. Total loss of one index finger including metacarpal bone -----	Gr. 10
4. Total loss of one index finger -----	Gr. 11
5. Total loss of one middle finger including metacarpal bone -----	Gr. 11
6. Total loss of one middle finger -----	Gr. 12
7. Total loss of one ring finger including metacarpal bone -----	Gr. 12
8. Total loss of one ring finger -----	Gr. 13
9. Total loss of one small finger including metacarpal bone -----	Gr. 13
10. Total loss of one small finger -----	Gr. 14
11. Loss of two or more fingers. Compensation for the loss of use of two (2) or more fingers or one (1) or more phalanges of two or more digits of a hand must be proportioned to the loss of the hand occasioned thereby but shall not exceed the compensation for the loss of a hand:	
a. Loss of five (5) fingers of one hand -----	Gr. 6
b. Loss of thumb, index fingers and any of 2 or more fingers of the same hand -----	Gr. 6
c. Loss of the thumb, index finger and any one of the remaining fingers of the same hand ---	Gr. 7
d. Loss of thumb and index finger -----	Gr. 8
e. Loss of three (3) fingers of one hand not including thumb and index finger -----	Gr. 9
f. Loss of the index finger and any one of the other fingers of the same hand excluding thumb -----	Gr. 9
g. Loss of two (2) digits of one hand not including thumb and index finger -----	Gr. 10
12. Loss of ten (10) fingers of both hands -----	Gr. 3

HANDS

1. Total loss of use of both hands or amputation of both hands at wrist joints or above -----	Gr. 1
2. Amputation of a hand at carpo-metacarpal joints -----	Gr. 5
3. Amputation between wrist and elbow joint -----	Gr. 5
4. Loss of grasping power for small objects between the fold of the finger of one hand -----	Gr. 10
5. Loss of grasping power for large objects between fingers and palm of one hand -----	Gr. 10
6. Loss of opposition between the thumb and tips of the fingers of one hand -----	Gr. 9
7. Ankyclosed wrist in normal position -----	Gr. 10
8. Ankyclosed wrist in position one third (1/3) flexed or half extended and/or severe limited action of a wrist -----	Gr. 11

SHOULDER AND ARM

1. Inability to turn forearm (forearm in normal position-supination) -----	Gr. 11
2. Inability to turn forearm (forearm in abnormal position - pronation) -----	Gr. 10
3. Disturbance of the normal carrying angle or weakness of an arm or a forearm due to deformity of moderate atrophy of muscles -----	Gr. 11
4. Stiff elbow at full flexion or extension (one side) -----	Gr. 7

5. Stiff elbow at right angle flexion -----	Gr. 8
6. Flail elbow joint -----	Gr. 9
7. Pseudoarthrosis of the humerus with musculospiral or radial paralysis -----	Gr. 6
8. Ankylosis of one (1) shoulder, the shoulder blade remaining mobile -----	Gr. 9
9. Ankylosis of one shoulder, the shoulder blade remaining rigid -----	Gr. 8
10. Unreduced dislocation of one (1) shoulder -----	Gr. 8
11. Ruptured biceps or pseudoarthrosis of the humerus, close (one side) -----	Gr. 11
12. Inability to raise arm more than halfway from horizontal to perpendicular -----	Gr. 11
13. Ankylosis of the shoulder joint not permitting arm to be raised above a level with a shoulder and/or irreducible fracture or faulty union collar bone -----	Gr. 10
14. Total paralysis of both upper extremities -----	Gr. 1
15. Total paralysis of one upper extremity -----	Gr. 3
16. Amputation of one (1) upper extremity at or above the elbow -----	Gr. 4
17. Scar the size of the palm in one extremity -----	Gr. 14

LOWER EXTREMITIES

1. Loss of a big toe -----	Gr. 12
2. Loss of a toe other than the big one -----	Gr. 14
3. Loss of ten (10) digits of both feet -----	Gr. 5
4. Loss of a great toe of one foot + one toe -----	Gr. 10
5. Loss of two toes not including great toe or next to it -----	Gr. 12
6. Loss of three (3) toes excluding great toe of a foot -----	Gr. 10
7. Loss of four (4) excluding great toe of a foot -----	Gr. 9
8. Loss of great toe and two (2) other toes of the same foot -----	Gr. 9
9. Loss of five digits of a foot -----	Gr. 8
10. Loss of both feet at ankle joint or above -----	Gr. 1
11. Loss of one foot at ankle joint or above -----	Gr. 6
12. Depression of the arch of a foot resulting in weak foot -----	Gr. 12
13. Loss of one half (1/2) metatarsus of one (1) foot -----	Gr. 8
14. Loss of whole metatarsus or forepart of foot -----	Gr. 7
15. Tearing of achilles tendon resulting in the impairment of active flexion and extension of a foot -----	Gr. 12
16. Malleolar fracture with displacement of the foot inward or outward -----	Gr. 10
17. Complete immobility of an ankle joint in abnormal position -----	Gr. 10
18. Complete immobility of an ankle joint in normal position -----	Gr. 11
19. Total loss of a leg or amputation at or above the knee -----	Gr. 3
20. Stretching leg of the ligaments of a knee resulting in instability of the joint -----	Gr. 10
21. Ankylosis of a knee in genuvalgum or varum -----	Gr. 10
22. Pseudoarthrosis of a knee cap -----	Gr. 10
23. Complete immobility of a knee joint in full extension -----	Gr. 10
24. Complete immobility of a knee joint in strong flexion -----	Gr. 7
25. Complete immobility of a hip joint in flexion of the thigh -----	Gr. 5
26. Complete immobility of a hip joint in full extension of the thigh -----	Gr. 9
27. Slight atrophy of calf of leg muscles without apparent shortening or joint lesion or disturbance of weight-bearing line -----	Gr. 13
28. Shortening of a lower extremity from one to three centimeters with either joint lesion or disturbance of weight-bearing joint -----	Gr. 13
29. Shortening of 3 to 6 cm with slight atrophy of calf or thigh muscles -----	Gr. 12
30. Shortening of 3 to 6 cm with either joint lesion or disturbance of weight-bearing joint -----	Gr. 11
31. Irregular union of fracture with joint stiffness and with shortening of 6 to 9 cm producing permanent lameness -----	Gr. 9
32. Irregular union of fracture in a thigh or leg with shortening of 6 to 9 cms -----	Gr. 10
33. Failure of fracture of both hips to unite -----	Gr. 1

34. Failure of fracture of a hip to unite ----- Gr. 3
 35. Paralysis of both lower extremities ----- Gr. 1
 36. Paralysis of one lower extremity ----- Gr. 3
 37. Scar the size of a palm or larger left on an extremity ----- Gr. 14
- NOTE: Any item in the schedule classified under Grade 1 shall be considered or shall constitute total and permanent disability.

SCHEDULE OF DISABILITY ALLOWANCES

IMPEDIMENT GRADE		IMPEDIMENT	
1	US\$ 50,000	X	120.00%
2	"	X	88.81%
3	"	X	78.36%
4	"	X	68.66%
5	"	X	58.96%
6	"	X	50.00%
7	"	X	41.80%
8	"	X	33.59%
9	"	X	26.12%
10	"	X	20.15%
11	"	X	14.93%
12	"	X	10.45%
13	"	X	6.72%
14	"	X	3.74%

To be paid in Philippine Currency equivalent at the exchange rate prevailing during the time of payment.

SECTION 23-A. TRAINING-RELATED DISEASES

For a training-related disease and the resulting disability or death to be compensable, all of the following conditions must be satisfied:

1. The Cadet's training must involve the risks described herein;
2. The disease was contracted as a result of the Cadet's exposure to the described risks;
3. The disease was contracted within a period of exposure and under such other factors necessary to contract it; and
4. There was no notorious negligence on the part of the Cadet.

The following diseases are considered as training-related when contracted under training conditions involving the risks described herein:

TRAINING-RELATED DISEASE	NATURE OF TRAINING
1. Cancer of the epithelial of the bladder (Papilloma of the bladder)	Training involving exposure to alphanapthylamine, beta-naphthylamin, or benzidine or any part of the salts; and auramine or magenta
2. Cancer, epithellomatous or ulceration of the skin or of the corneal surface of the eye due to tar, pitch, bitumen, mineral oil or paraffin, or compound product or residue of these substances	The use or handling of, exposure to tar, pitch, bitumen, mineral oil (including paraffin) soot or any compound product or residue of any of these substances
3. Deafness - severe profound hearing loss in a condition where Cadet is exposed to prolonged, significant noise and vibration in <i>training</i>	Any industrial operation having excessive noise particularly in the higher frequencies
4. Decompression sickness a. Caissons disease b. Aeroembolism	Any process carried on in compressed or rarefied air. Any process carried on in rarefied air
5. Dermatitis due to irritants and sensitizers	The use or handling of chemical agents which are skin irritants and sensitizers
6. Infections Pneumonia Bronchitis Sinusitis Pulmonary TB Anthrax Cellulitis Conjunctivitis (Bacterial and Viral) Norwalk Virus Salmonella Leptospirosis	Training in connection with animals infected with anthrax, handling of animal carcasses or parts of such carcasses, including hides, hoofs, and horns Hepatitis A*, Norwalk, Salmonella

<p>Malaria</p> <p>Otitis Media</p> <p>Tetanus</p> <p>Viral Encephalitis</p> <p>Including other infections resulting in complications necessitating repatriation.</p>	
<p>7. Ionizing radiation disease, inflammation, ulceration or malignant disease of the skin or subcutaneous tissues of the bones or leukemia, or anemia of the aplastic type due to x-rays, ionizing particle, radium or other radioactive substances</p> <p>8.</p> <p>a. Acute radiation syndrome</p> <p>b. Chronic radiation syndrome</p> <p>c. Glass Blower's cataract</p>	<p>Exposure to x-rays, ionizing particles of radium or other radioactive substances or other forms of radiant energy</p> <p>Short duration of exposure to large doses of x-rays, gamma rays, alpha rays and beta rays</p> <p>Chronic over-exposure to x-rays with a long latent period affecting the skin, blood and reproductive organ</p> <p>Among furnace men, glass blowers, baker, blacksmith, foundry workers. These are workers exposed to infrared rays.</p>
<p>8. Poisoning and its sequelae caused by:</p> <p>a. Ammonia</p> <p>b. Arsenic or its toxic compound</p> <p>c. Benzene or its toxic homologues; nitro and aminotoxic derivatives</p> <p>d. Beryllium or its toxic compounds</p> <p>e. Brass, zinc or nickel</p>	<p>All training involving exposure to the risk concerned</p> <p>All training involving exposure to the risk concerned</p> <p>All training involving exposure to the risk concerned</p> <p>All training involving exposure to the risk concerned</p> <p>All training involving exposure to the risk concerned</p>

f. Carbon dioxide	All training involving exposure to the risk concerned
g. Carbon bisulfide	All training involving exposure to the risk concerned
h. Carbon monoxide	All training involving exposure to the risk concerned
i. Chlorine	All training involving exposure to the risk concerned
j. Chrome or its toxic compounds	All training involving exposure to the risk concerned
k. Dinitrophenol or its homologue	All training involving exposure to the risk concerned
l. Halogen derivatives of hydrocarbon of the aliphatic series	All training involving exposure to the risk concerned
m. Lead or its toxic compounds	All training involving exposure to the risk concerned
n. Manganese or its toxic compounds	All training involving exposure to the risk concerned
o. Mercury or its toxic compounds	All training involving exposure to the risk concerned
p. Nitrous fumes	All training involving exposure to the risk concerned
q. Phosgene	All training involving exposure to the risk concerned
r. Phosphorous or its toxic compounds	All training involving exposure to the risk concerned
s. Sulfur dioxide	All training involving exposure to the risk concerned
9. Vascular disturbance in the upper extremities due to continuous vibration from pneumatic tools or power drills, riveting machines or hammers	Any training causing repeated motions, vibrations and pressure of upper extremities
10. Vascular disturbance in the lower extremities - varicocoele causing pain, varicose veins resulting in discoloration and ulceration.	This is due to heavy straining upon the lifting of heavy loads and prolonged standing Any training requiring prolonged standing and lifting of heavy loads

<p>11. Cardio-vascular events – to include heart attack, chest pain (angina), heart failure or sudden death. Any of the following conditions must be met:</p> <p>a. If the heart disease was known to have been present during training, there must be proof that an acute exacerbation was clearly precipitated by an unusual strain by reasons of the nature of his training</p> <p>b. the strain of training that brings about an acute attack must be sufficient severity and must be followed within 24 hours by the clinical signs of a cardiac insult to constitute causal relationship</p> <p>c. If a person who was apparently asymptomatic before being subjected to strain at training showed signs and symptoms of cardiac injury during the performance of his/her training and such symptoms and signs persisted, it is reasonable to claim a causal relationship</p> <p>d. if a person is a known hypertensive or diabetic, he should show compliance with prescribed maintenance medications and doctor-recommended lifestyle changes. The sponsoring company shall provide a training place conducive for such compliance.</p> <p>e. in a patient not known to have hypertension or diabetes, as indicated on his last PEME</p>	<p>a. if a person who was apparently asymptomatic before training showed signs and symptoms of cardiac injury during the performance of his/her training and such symptoms and signs persisted, it is reasonable to claim a causal relationship</p> <p>b. if a person is a known hypertensive or diabetic, he should show compliance with prescribed maintenance medications and doctor-recommended lifestyle changes. The sponsoring company shall provide a training place conducive for such compliance.</p> <p>c. in a patient not known to have hypertension or diabetes as indicated on his last PEME</p>
<p>12. Cerebro-vascular events</p> <p>All of the following conditions must be met:</p>	

<ul style="list-style-type: none"> a. If the heart disease was known to have been present during training, there must be proof that an acute exacerbation was clearly precipitated by an unusual strain by reasons of the nature of his training b. the strain of training that brings about an acute attack must be sufficient severity and must be followed within 24 hours by the clinical signs of a cardiac insult to constitute causal relationship c. If a person who was apparently asymptomatic before being subjected to strain at training showed signs and symptoms of cardiac injury during the performance of his/her training and such symptoms and signs persisted, it is reasonable to claim a causal relationship d. if a person is a known hypertensive or diabetic, he should show compliance with prescribed maintenance medications and doctor-recommended lifestyle changes. The sponsoring company shall provide a training place conducive for such compliance. e. in a patient not known to have hypertension or diabetes, as indicated on his last PEME 	<ul style="list-style-type: none"> a. if a person who was apparently asymptomatic before training showed signs and symptoms of cardiac injury during the performance of his/her training and such symptoms and signs persisted, it is reasonable to claim a causal relationship b. if a person is a known hypertensive or diabetic, he should show compliance with prescribed maintenance medications and doctor-recommended lifestyle changes. The sponsoring company shall provide a training place conducive for such compliance. c. in a patient not known to have hypertension or diabetes as indicated on his last PEME
<p>13. END ORGAN DAMAGE RESULTING FROM UNCONTROLLED HYPERTENSION</p> <p>Impairment of function of the organs such as kidneys, heart, eyes and brain under the following conditions considered compensable:</p> <ul style="list-style-type: none"> a. if a person is a known hypertensive or diabetic, he should show compliance 	<ul style="list-style-type: none"> a. if a person who was apparently asymptomatic before training showed signs and symptoms of cardiac injury

<p>with prescribed maintenance medications and doctor-recommended lifestyle changes. The sponsoring company shall provide a training place conducive for such compliance.</p> <p>b. In a patient not known to have hypertension has the following on his last PEME: normal BP, normal CXR and ECG/treadmill</p>	<p>during the performance of his/her training and such symptoms and signs persisted, it is reasonable to claim a causal relationship</p> <p>b. if a person is a known hypertensive or diabetic, he should show compliance with prescribed maintenance medications and doctor-recommended lifestyle changes. The sponsoring company shall provide a training place conducive for such compliance.</p>
14. Cataract and pterygium	Caused by prolonged exposure to UV light or welding, wind abrasion and sea breeze
15. Poisoning by cadmium	Among workers in battery factories, who are exposed to cadmium fumes
16. Acute myeloid leukemia	Secondary to prolonged benzene exposure
17. Chronic lymphocytic leukemia	Secondary to prolonged benzene exposure
18. Vitrealhemorrhage and retinal detachment	Caused by the strain upon lifting of heavy loads
<p>19. Hernia. All of the following conditions must be met:</p> <p>a. The hernia should be of recent origin;</p> <p>b. Its appearance was accompanied by pain, discoloration and evidence of a tearing of the tissues;</p> <p>c. The disease was immediately preceded by undue or severe strain arising out of and in the course of <i>training</i>; a protrusion of mass should appear in the area immediately following the alleged strain.</p>	
<p>20. Bronchial Asthma – all of the following conditions must be met:</p> <p>a. there is no evidence or history of asthma before <i>training</i></p> <p>b. the allergen is present in the training conditions</p> <p>c. sensitivity test to allergens in the training environment should yield positive results</p> <p>d. a provocative test should show positive results</p>	
<p>21. Osteoarthritis. Any training involving:</p> <p>a. Joint strain from carrying heavy loads, or unduly heavy physical labor;</p> <p>b. Minor or major injuries to the joint;</p> <p>c. Excessive use or constant strenuous usage of a particular joint;</p> <p>d. Extreme temperature changes (humidity, heat and cold exposures) and;</p>	

e. Faulty posture or use of vibratory tools
22. Peptic Ulcer Any training involving prolonged emotional or physical stress.
23. Viral hepatitis In addition to conditions already listed under Philippine Decree No. 626, as amended, any training involving exposure to a source of infection through ingestion of water, milk or other foods contaminated with hepatitis virus; provided that the physician determining the causal relationship between the training and the illness should be able to indicate whether the disease of the afflicted Cadet manifested itself while he was under training, knowing the incubation period thereof.
24. Asbestosis. All of the following conditions must be met: a. The Cadet must have been exposed to Asbestos dust in the training place, as duly certified to by the sponsoring company, or by a medical institution, or competent medical practitioner acceptable to or accredited by the System; b. The chest X-ray report of the Cadet must show findings of asbestos or asbestos-related disease, e.g. pleural plaques, pleural thickening, effusion, neoplasm and interstitial fibrosis; and c. In case ailment is discovered after the completion/termination of the Cadet's training, the claim must be filed with the System within three (3) years from discovery.

NOTE: Death or disability which is directly caused by sexually transmitted disease or arose from complications thereof shall not be compensable nor shall be entitled to the benefits provided in this Training Agreement.

This agreement is pursuant to POEA Governing Board Resolution No. ____ and POEA Memorandum Circular No. ____, series of 2013.

Name and Signature of Cadet

Name and Signature of Sponsoring Company

Name and Signature of School Representative

Verified and Approved by the POEA:

Name and Signature of POEA Official

Date