

	<b>ASSOCIATION OF SHIP OWNERS (ASO)</b> <b>TRAINING AND EDUCATION PROJECT (ATEP)</b> <b>NSA Philippines Cadet Program</b> Norwegian Training Center – Manila NTC-M Building, TESDA Compound, East Service Road Taguig, Metro Manila 1630 Philippines Telefax: +632 894-53-89 / 812-67-28 / Tel. 812-07-42 E-Mail: <a href="mailto:deputy.director@ntcm.com.ph">deputy.director@ntcm.com.ph</a> / <a href="mailto:project.secretary@ntcm.com.ph">project.secretary@ntcm.com.ph</a>	Doc. No.: P&D-FRM-29 Revision No: 03 Date: 18.10.10 Responsible: Project Manager Approved: Deputy Director Page: 1/1
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## NSA PHILIPPINES CADET COMMITMENT FORM

Principal Contact Person		Manning Agent Contact Person	
Address		Address	
Telephone		Telephone	
Fax No		Fax No	
E-mail		E-mail	
<b>Requirement Details</b>			
Deck Cadets (nos.)		School Preference/s	<input type="checkbox"/> Female Cadettes <input type="checkbox"/> Deck <input type="checkbox"/> Engine
Engine Cadets (nos.)		<input type="checkbox"/> No preference <input type="checkbox"/> University of Cebu <input type="checkbox"/> John B. Lacson <input type="checkbox"/> DCSP (DMMA)	
Total Cadets Required			

**Note (A)** By signing this form we declare that the number of cadets committed is according to the number of vessels contributing to the ATEP fund through the NIS and/or Model Agreement CBA. The number of cadets is limited to a maximum of two (2) cadets / vessel. (Please attach list of contributing vessel/s including number of Filipino seafarers on board in this commitment form.)

**Note (B)** We acknowledge that we have read and understood the terms and conditions stipulated at the back of this commitment form and willfully agrees to abide therein.

**Note (C)** Applications for NSA Cadets shall incur an enrollment cost of USD 450 per cadet payable on 31<sup>st</sup> of May, the year cadets will be selected. Enrollment cost will be billed at Principals account.

**Note (D)** Duly accomplished forms shall be submitted **latest by December 31, 2010** to NSA Philippines Cadet Program at fax No. (+632) 894-53-89 or 812-67-28 Or e-mail [deputy.director@ntcm.com.ph](mailto:deputy.director@ntcm.com.ph)

Pledge and committed by:  _____ Print Name and Signature	Date accomplished:  _____	Acknowledge by:  _____ Mr. LARS FREDRIK BLEYMANN Deputy Director
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## 1. Definitions of Terms:

**1.1 The Program** – refers to NSA Philippines Cadet Program, a non stock non profit program established by the Norwegian Shipowners Association under the Association of Shipowners – Training and Education Project (ASO-ATEP) operating under the Norwegian Training Center-Manila located at TESDA Compound Gate 2 East Service Road Taguig City Philippines.

**1.2 NTC-M** – refers to Norwegian Training Center – Manila of the Norwegian Maritime Foundation of the Philippines, non stock non profit training institution established by the Norwegian Shipowners Association located at TESDA Compound Gate 2 East Service Road Taguig City Philippines.

**1.3 NSA Cadet** – refers to beneficiary of the Program enrolled in any of the affiliated Maritime school the Program cooperates.

**1.4 Deck Cadets** – refers to an active NSA Cadet enrolled in any of the affiliated Maritime schools taking up the Bachelor of Science in Marine Transportation.

**1.5 Engine Cadets** - refers to an active NSA cadet enrolled in any of the affiliated Maritime schools taking up the Bachelor of Science in Marine Engineering.

**1.6 School** – a learning institution duly approved by the Commission of Higher Education offering Maritime training and education in the Philippines. This refers to any of the affiliated schools, university or academy the Program is presently connected and NSA sponsored cadets are enrolled for their BSMT or BSMarE courses.

**1.7 Manning Agent** – refers to a company or organization duly licensed by the Philippines Overseas Employment Agency that provides human resource management for Ship Principals, Owners or operators for their crewing needs.

**1.8 Principals** – refers to shipowners, operators, charterers, or members of the Norwegian Shipowners Association its subsidiary or direct affiliates that require crew, cadet or officers to man and operate their vessels.

**1.9 Project Manager** – a duly authorized and designated person responsible for the Management, Quality Assurance, Budget, design and implementation of programs for the NSA Philippines Cadet Program.

## 2. Qualification for Cadet Subscription:

**2.1** Contributing Members of the Norwegian Shipowners Association whose vessels are under the NIS Flags or those with model agreement are qualified to subscribe cadets under this Program.

**2.2** Manning Agency or ship operators whose ship is under the NIS, or those with model agreement are qualified to subscribe in this Program however the number of cadets subscription is limited to or equal to the number of ships with NIS registry or those ships with model agreement. Manning agency or ship operators shall provide the Program a list of their vessels with their respective registry or other pertinent document to prove affiliation, as a requirement for prior qualification. The Program shall ascertain the number of allowable cadets that can be subscribed.

**2.3** A duly accomplished and acknowledged Commitment form signed by the Principals or its representative, indicating the number of Cadets, its course distribution and school preferences is necessary to complete subscription.

**2.4** The Program shall give preference only for those that has completed the commitment form. It is the responsibility of the Principals, its operator or representative to apply and complete the Commitment forms for their eventual Cadet subscription. Commitment forms are available at NTC-M website or by request at NTC-M Project and Development Department.

## 3. School Distribution and Preference:

**3.1** The Manning Agent or its Principals or representatives shall indicate in the commitment form the distribution of cadets to various school/s.

**3.2** The Program shall reserve the exclusive option however to determine the overall distribution of cadets to various schools as necessary to balance or apportion cadets distribution to various schools. In this regard company preferences may change as practicable to cadet's distribution.

**3.3** Principals, its representatives or Manning agents who has a block subscription of 25 Cadets in Deck or Engine shall have the first preference to select the school where he intends to put the whole class. A prior and mutual understanding and arrangement with the Program should be made by the Principals, its representatives or Manning agent.

## 4. Cadets Selection

**4.1** The Program independently develops designs and administers the selection process of NSA Philippines Cadets based on established and time tested instruments and rigid selection procedures.

**4.2** All selected NSA Cadets must be actively enrolled at the schools, pass the pre-selection of the school; pass the selection requirements of the Program. No cadet shall be accommodated other than those officially selected by the Program.

**4.3** Schedules for selection is determined and published by the Program with or without prior notice to subscribers.

**4.4** Principals, its representatives or Manning agents who intend to select their respective cadets must express their prior intention to the Program and is required to join the Program during selection. In the absence of prior notice it is understood that the Program will assign qualified cadets in their behalf.

**4.5** Principals, its representatives of Manning agents can select and administer their company specific selection procedure only after compliance of 4.2 during Program selection. It is the exclusive right and mandate of the Program to select, distribute or assign cadets to subscribers.

**4.6** The Company should have prior notice to the Program for any special exams or selection procedure they intend to have for cadets with the approval of the Project Manager.

## 5. Company Specifics

**5.1** The Program recognizes the participation of Principals, its representatives, or Manning agents in Cadets program and encourage them to advice, coordinate and cooperate with the Program any company specific activities, assessment , or evaluation with their Cadets.

**5.2** It is implied that the Program is the overall manager of these Program and any company specific activities, evaluation or assessment program shall be coordinated with the Program and should not conflict any other programs, systems, procedures, schedule or activities the Program has established, or should hamper cadets mental disposition towards the Program, their training and education at respective schools.

**5.3** The Principals, its representatives or manning agent can make special arrangement with the Program to administer any assessment, evaluation. Administrative cost, operational, incidental and developmental at subscribers account.

## 6. Enrollment and other Fees

**6.1** A one time, non refundable, minimal enrollment fee of USD 450 shall apply for every committed cadet.

**6.2** Enrollment fees are payable on the 31<sup>st</sup> of May, the year cadets will be selected, and is billed at Principals account.

**6.3** Scholarship cost are paid by the Program including, tuition fees, board and lodging, training and upgrading under the NSA Program among others ,excluding those that may be stipulated in 5.3.

**6.4** Other fees may apply with prior approval of the Association of Shipowners Training and Education Project Board. Such other fees shall be at Principals account.

## 7. Company Assignment

**7.1** Cadets not selected under 4.5 shall be distributed to subscribers in random regardless of the school, class standing or affiliation.

**7.2** Any other extra cadets without company assignment shall be published to subscribers. They shall have the first right of refusal before these cadets are made available to non participating principals.

## 8. Replacement Clause

**8.1** In the event of cadet's termination, dismissal, resignation for any other cause the company will lose the number of cadet he requested unless otherwise an extra cadet is available for replacement.

**8.2** The Program shall not accommodate any other cadets for replacement endorse by the companies unless he had been officially accepted by the Program during its selection. It is the Policy of the Program not to replace cadet to fill in the numbers needed by the Principals, its representative or manning agent.

## 9. Termination / Dismissal

**9.1** Cadets can be terminated in the Program by the following:

**9.1.1** non fulfillment of NSA MoA

**9.1.2** Failure to comply with schools rules and regulation,

**9.1.3** Unsatisfactory standards of disciple, character, attitude or behavior.

**9.1.4** Unsatisfactory shipboard performance or failure to meet company requirements, policies or procedures.

**9.1.5** Health, Physical or mental illness that would qualify the cadet as medically unfit for sea service.

## 10. Obligations of Shipping Principals

**10.1** Principals, its representatives or manning agent, shall provide space in their vessels for cadets shipboard training and shall give preference to employ cadets to NIS or Norwegian Controlled fleets with Model Agreement.

**10.2** Subsidize the enrollment fee and any other required, or company specific, training courses, other than those provided by the Program.

**10.3** Provide standard employment contract, pre-employment medical examination, salary, and other incentives per CBA.

**10.4** Educate shipboard management regarding NSA Cadet Program, use of training record book, monitoring and mentoring of cadets and exposure of cadets to various shipboard task and operation.

**10.5** Continuous monitoring of cadets, including evaluation, assessment performance and provide direct feedback to the Program in this regard.

**10.6** Above functions can be delegated by the Principal to its representative, or its Manning Agent with mutual consent and understanding.

## 11 Acknowledgements:

This is to acknowledge that I have read and understood the clauses and provisions stated above.

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(Signature and Date over Printed Name)