

## ITF / IMEC Cadet & Officer in Training

### Memorandum of Agreement No. FT«Flottenverträge»

This Memorandum of Agreement is entered into on 06 January 2026 and is effective from 1<sup>st</sup> January 2025 until 31 December 2027 between the parties listed herein.

- a. International Transport Workers' Federation (hereinafter called "The ITF") and affiliated Vereinte Dienstleistungsgewerkschaft (Transport Department), (the Union)

And

- b. «REEDER», «Strasse\_Hausnummer», «PLZ» «Ort», «Land» (the IMEC Member Company)

The parties recognise that the terms and conditions set out in this Memorandum of Agreement and corresponding documents are the minimum standards and any previously agreed higher standards that exist shall not be undermined by this agreement.

To strengthen the maritime career development programme aimed at encouraging generations of future seafarers to enter the maritime industry profession, the parties have agreed the following.

- A. To provide a forum for centrally negotiated terms and conditions, for the ranks of "Trainees" "Cadet" and "Officer-in-Training Deck/Engine/Electro Technical"

The terms "Trainee", "Cadet" and "Officer-in-Training Deck/Engine/Electro Technical" refer to distinct categories of positions as defined below.

- I. **Trainees.** A seafarer who is covered by working or apprenticeship contracts with the company. They are employed as trainees for Deck services, Engine services or Catering services. Under no circumstances, trainees shall be employed with duties not serving the purpose of their future vocational development as defined in STCW.

Training shall normally be carried out within normal working hours (Monday – Friday 8.00/17.00h incl. breaks). If exceptional circumstances do require, the training can also be provided outside normal working hours, however, training beyond normal working hours should not exceed 42 hours overtime a month.

Saturdays, Sundays and Public Holidays are off duty. These days are basically reserved for theoretical studies, homework and so on. Only in exceptional training purposes such as night watch at port and at sea trainees/cadets may be required to work hours wise on these days.

- II. **Cadet.** A seafarer who is aboard a ship for on-board training aimed at obtaining certification for officer (maritime officer's license) which meets the requirement of Regulation II-1 or II-3 in Chapter II or Regulations III-1 or III-3 and III/6 in Chapter III of the STCW Convention 1978, as amended.

Training shall normally be carried out within normal working hours (Monday – Friday 8.00/18.00h incl. breaks). If exceptional circumstances do require, the training can also be provided outside normal working hours, however, training beyond normal working hours should not exceed 42 hours overtime a month.

Saturdays, Sundays and Public Holidays are off duty. These days are basically reserved for theoretical studies, homework and so on. Only in exceptional training purposes such as night watch at port and at sea trainees/cadets may be required to work hours wise on these days.

- III. **"Officer-in-Training Deck/Engine/Electro Technical"**. A seafarer who has
  - a. completed cadetship on-board training, and
  - b. who is holding an officer license, and
  - c. who is aboard a ship for familiarisation with officers' duties (lowest junior officer rank).

After a period onboard of 3 months, or upon successfully completing and passing an assessment, the position holder (II and III) shall be promoted to the lowest officer rank within the relevant department. If further assessment is necessary, an additional period of familiarisation aboard a ship shall be offered up to a maximum period of 3 months.

- B. The minimum terms and conditions on board ship for Officer-in-Training Deck/Engine/Electro Technical shall be in accordance with the applicable CBA as stipulated in the individual SEA (see appendix 2) whilst those

applicable to Trainees and Cadets shall be in accordance with appendix 1 (Cadet/Trainee Training Agreement).

C. Cadet / Trainee Remuneration.

- I. Total Monthly stipend as stipulated in appendix 3.
- II. In case the training has to be carried out beyond normal working hours an overtime compensation as shown in the wage scale below is payable. Overtime compensations for 42 hours a month are guaranteed.
- III. Death and Disability compensation shall not be less than:
  - a) \$85,000 – Loss of Life-Death in Service
  - b) \$17,500 – To each dependent child (maximum 4 under the age of 18)
- IV. Exempted from ITF Welfare Fund and all/any other contributions.
- V. Not included in the manning scale.

D. Officer-in-Training Deck/Engine/Electro Technical Remuneration

- I. Total Monthly stipend as stipulated in appendix 3..
- II. Death compensation shall not be less than the amount specified in the IBF CBA and at junior officer level for Disability compensation.
- III. Exempted from ITF Welfare Fund.
- IV. Not included in the manning scale.

E. Representation

Subject to national legislation, the Cadet/Trainee/Officer in Training Deck/Engine/Electro Technical shall be informed of the Union that is party to this Agreement and be provided with a copy of this Memorandum of Agreement and, in the case of the Officer-in-training, applicable CBA.

F. Termination

This Memorandum of Agreement may be terminated as follows:

- I. By the union following notification to the Company in the event of:
  - a. Serious default by the Company of any of its undertakings herein and in the event that the serious default is not rectified by the Company.
  - b. Non-observance by the Company of the applicable ITF-Approved Collective Bargaining Agreement(s) and wage scale(s) as amended from time to time.
- II. By either party on any annual anniversary of the Memorandum of Agreement provided that at least one month's written notice of termination is given;
- III. At any time by mutual agreement of the parties hereto;
- IV. Automatically upon the expiration of the period of this Memorandum of Agreement.

Signed by (name & signature):

Signed by (name & signature):

\_\_\_\_\_  
The IMEC Member Company or on behalf of  
the Company who is duly authorised by the  
owner of the Ship to sign on its behalf

\_\_\_\_\_  
On behalf of the Union

Date: \_\_\_\_\_

Date: \_\_\_\_\_

SAMPLE

## APPENDIX 1

### CADET/TRAINEE TRAINING AGREEMENT

Date on which this Contract is entered into:	..... 2025
Place where this Contract is entered into:	[●]
Cadet/Trainee's Full Name:	[●]
Cadet/Trainee's Date of Birth and Age:	[●]
Cadet/Trainee's Birthplace:	[●]
Cadet/Trainee's Nationality & Passport No:	[●]
Cadet/Trainee's Address:	[●]
Position:	Cadet/Trainee
Vessel ("Vessel")	[Name, flag, IMO no. of ship]
Flag state ("Flag State"):	[●]
Ship Manager ("Ship Manager")	
Address of Ship Manager	
Ship Owner ("Ship Owner")	[●]
Address of Ship Owner	[●]
Training Provider ("Training Provider")	
Address of Training Provider	
Sponsoring Company ("Company")	
Commencement Date upon departure from the place of engagement ("Commencement Date"):	[●]
Term of training ("Contract Term")	The period of [●] months commencing on the Commencement Date, as mutually agreed by the Sponsoring Company and the Cadet/Trainee
Notice Period: ("Notice Period")	[14 days'] written notice during the Probationary Period; [One month] written notice after Probationary Period has been successfully completed.
Probationary Period: ("Probationary Period")	[The period of 6 weeks commencing on the Commencement Date
Stipend ("Stipend"):	[●] per calendar month
Annual Leave entitlement ("Leave"):	[2.5] days per month
Agreed Repatriation Destination ("Original Place of Engagement"):	[●]

## GENERAL TERMS AND CONDITIONS

### A General

- A.1 This Contract will commence on the Commencement Date and continue for the Term, unless it is terminated in accordance with the terms of the Contract or for justified reasons in advance of that date as stated under Paragraphs E.3 and H of this contract, or the Vessel is at sea at the expiry of the Term, in which event it will continue until the Vessel's arrival in port at which point it will terminate.
- A.2 This document recognises that the Cadet/Trainee may be entitled to the benefits of the Contract and all references therein however, a Cadet/Trainee enjoying or offered terms and conditions which taken as a whole are recognised as more favourable shall continue to enjoy or to be entitled to such terms and conditions.
- A.3 The Cadet/Trainee agrees to be trained for the Position and on the Vessel with effect from the Commencement Date in accordance with the terms and conditions of this Contract. The Cadet/Trainee's services under this Contract will comply with the International Convention on Standards of Training, Certification and Watchkeeping, as amended from time to time. The Cadet/Trainee is not part of the crew complement and are engaged in addition to the minimum operational safe manning.
- A.4 A copy of this Contract has been provided to the Cadet/Trainee and a further copy may be obtained from the Ship Manager on request.
- A.5 The Cadet/Trainee's engagement on the Vessel is subject to satisfactory completion of the Probationary Period. The Cadet/Trainee will be informed in writing when the Probationary Period has been satisfactorily completed. The Company may, if it sees fit, extend the Probationary Period.
- A.6 The Cadet/Trainee's normal place of training and accommodation will be on-board the Vessel. The Cadet/Trainee will keep accommodation and other living quarters clean and tidy and take all appropriate steps to preserve in good condition the equipment and all property on-board provided for training, being responsible in particular for the return of all effects in good condition on conclusion of this contract (fair wear and tear excepted).
- A.7 The Cadet/Trainee's hours of rest and work/training shall be arranged such as to comply at all times with the requirements of Flag State and of the Maritime Labour Convention 2006, as amended ("MLC 2006"). Training shall normally be carried out within normal working hours (Monday-Friday 08:00-17:00 incl. breaks). If exceptional circumstances do require, then training can also be provided outside normal working hours.
- A.8 Notwithstanding Clause A.7, the Cadet/Trainee may be required to work/train additional hours as may be necessary during an emergency in order to protect the immediate safety of the Vessel, crew, cargo, or in order to assist other vessels or persons in peril. The Cadet/Trainee may also be required to work/train additional hours for safety drills such as musters, firefighting and lifeboat drills, and to meet the vessel's reasonable operational needs. If the Cadet/Trainee is required to train during a normal rest period, the Master will ensure that the Cadet/Trainee is provided with an adequate period of compensatory rest, as soon as possible after the normal situation on-board the Vessel has been restored.
- A.9 Notwithstanding Clause A.7 the Cadet/Trainee shall be engaged for training purposes only. They shall not perform any duties without qualified supervision, including watchkeeping. Under no circumstances shall the Cadet/Trainee be engaged with duties not serving the purpose of their future vocational development as defined in STCW.

- A.10 The Cadet/Trainee's duties for the purpose of training will be those which are assigned to them from time to time by the Master or as contained in the Vessel's, the Ship Manager's and/or the Ship Owner's Quality Assurance Policies, practices, procedures, training instruction, Safety Management Systems and operational instructions (**collectively "Standing Orders"**), as amended from time to time. The Cadet/Trainee agrees that they may be required to perform duties for the purpose of training on-board other vessels operated by the Ship Manager or Ship Owner, in which case all references herein to the "Vessel" shall be deemed to refer to such other vessels.
- A.11 The Cadet/Trainee will at all times maintain a high standard of work/training in accordance with the Standing Orders.
- A.12 The Cadet/Trainee undertakes and agrees that they will at all times during the Contract Term:
- A.12.1 Comply with the Standing Orders;
  - A.12.2 Comply with the Drug and Alcohol Policy in force and from time to time submit to such random drug and alcohol tests as may be deemed appropriate by the Ship Manager. A positive test for drug or alcohol (or a refusal to submit to a test) may result in summary termination of this Contract;
  - A.12.3 Comply with the terms of this Contract, and with the company's policies, procedures and working practices regarding matters of safety and security of the ship including the protection of the marine environment, health and safety, and the Code of Safe Working Practices and other relevant regulations and statutory requirements relating to health and safety;
  - A.12.4 Comply with any on-going training requirements relevant to the Position and duties;
  - A.12.5 Comply with all relevant laws and customs of the Flag State or any country in which the Vessel is registered or which the Vessel shall enter, and not act in any manner which may cause a breach or infringement of the laws and customs of any such country;
  - A.12.6 Not be in possession of or bring on-board the vessel any drug or substance or article which is prohibited by the laws of the Flag State or any country in which the Vessel is registered or which the Vessel shall enter, or any firearm or other offensive weapon;
  - A.12.7 Maintain a neat and tidy appearance at all times (this includes but is not limited to having a neat and tidy hair style, a high level of personal hygiene and ensuring that when in uniform the uniform is clean, pressed and unstained);
  - A.12.8 Ensure that any use of any electronic information system, including but not limited to use of personal email, internet and communications systems, is carried out strictly in accordance with the provisions set out in this Contract and the Vessel's Standing Orders;
  - A.12.9 Behave with decorum and discretion on-board and ashore throughout the Contract Term such that they will be a suitable ambassador for the Vessel and will not impair the standing of the Vessel, the Ship Manager, the Ship Owner or the Training Provider.

## **B Conditions of Training**

- B.1 The Cadet/Trainee is responsible for having in place on the Commencement Date and maintaining at all times any professional qualifications required in order to be trained in the Position, including but

not limited to STCW certification. All original certifications must be retained on-board the Vessel during the Term.

B.2 The Cadet/Trainee is obliged at all times during the Term to have and to maintain at their own cost a passport valid for not less than 6 months beyond the end of the Contract Term. The Cadet/Trainee's original passport must be retained on-board the Vessel during the Contract Term.

B.3 The Cadet/Trainee's engagement on the Vessel is conditional upon the Cadet/Trainee being in possession of a valid medical fitness certificate from a duly qualified medical practitioner attesting that:

B.3.1 They are medically fit to perform their duties under this Contract;

B.3.2 Their hearing and sight (including colour vision, where relevant to the performance of their duties) are satisfactory;

B.3.3 They are not suffering from any medical condition likely to be aggravated by service at sea or render them unfit for such service or endanger the health of other persons on-board.

B.4 The Cadet/Trainee declares that:

B.4.1 They have not been imprisoned or convicted of any criminal offence (save for any traffic offence where a non-custodial sentence was imposed);

B.4.2 They are not addicted to alcohol or drugs and have never been dismissed for any such reason; and

B.4.3 They are in good health.

B.5 The Cadet/Trainee must immediately declare in writing to the Company any information relevant to any health issues or disabilities, chronic or recurring medical conditions from which they suffer, including any pre-existing medical conditions which may affect their ability to fulfil their duties on-board or may reasonably need to be declared to the provider of any medical expenses' insurance scheme. The Cadet/Trainee must also declare any medication they are taking, or medication they may be required to take, during the Contract Term, along with any special dietary requirements.

## **C Safety obligations**

C.1 The Cadet/Trainee shall at all times whilst training and working aboard the Vessel:

C.1.1 Take reasonable care of their own health and safety and that of others on-board;

C.1.2 Report any identified serious hazards or deficiencies immediately to the Ship Master;

C.1.3 Make proper use of plant and machinery and treat any hazard to health and safety with due caution;

C.1.4 Ensure protective clothing and safety equipment issued is worn and maintained at all times as required by the working practices;

- C.1.5 Keep in their possession all documents, including, Certificates of Medical Fitness and any other documentation and ensure that all necessary documents are valid at all times; and
- C.1.6 Report any accident, incident or near miss in which they are either involved or have witnessed to the Master as soon as is reasonably practicable and complete all necessary documentation, as required.

#### **D Remuneration and other financial matters**

- D.1 The Company will pay a monthly Stipend to the Cadet/Trainee which includes , the monthly leave entitlement stated on page 1 of this contract. The Stipend is payable in equal monthly instalments in arrears by bank transfer on the [●] of each month. Any payment in respect of a period of less than one (1) month will be calculated at the rate of 1/30<sup>th</sup> of the Stipend per day, pro rata. Save as provided for expressly under this Contract, no additional benefits (including but not limited to bonus, pension or other variable remuneration) shall be payable to the Cadet/Trainee.
- D.2 Except as required by law, the Cadet/Trainee will solely be responsible for payment of any and all personal tax and social security or other similar liabilities in relation to the Stipend and the Cadet/Trainee accepts and acknowledges that the Company shall be responsible for any personal taxes, employee national insurance contributions, social charges or other deductions, contributions or payments which may by law be payable by or in respect of the Cadet/Trainee or the Stipend payable under this Agreement. The Cadet/Trainee agrees to indemnify the Company against any and all claims for unpaid personal taxes, employee national insurance contributions, employee social charges and other employee deductions, employee contributions or payments which may be required by law in respect of the Stipend payable under this Agreement, including all associated fees, costs, charges and legal expenses incurred by the Company.
- D.3 The Cadet/Trainee will be provided with on-board subsistence consistent with good maritime standards and practices by the Company. The Cadet/Trainee shall be responsible for meeting their own personal expenses on-board the Vessel (including, but not limited to, any item of a personal nature).
- D.4 The Cadet/Trainee must act with integrity at all times, and they may not directly or indirectly offer, solicit or accept personal fees, gifts, commissions or gratuities of any nature from any person (including but not limited to offering, soliciting or accepting such fees, gifts, commissions or gratuities from anyone supplying or doing business with the Vessel). The Cadet/Trainee will not use their position to exert or attempt to exert undue influence over any third party.

#### **E Notice and Termination of the Agreement**

- E.1 After successful completion of the Probationary Period the Agreement may be terminated by either party by giving written notice not less than the number of days' Notice Period stated on page 1 of this Contract.
- E.2 Once a written notice of termination is given, the notice period must be observed and served, save when the parties to the Contract agree a mutual settlement.
- E.3 Notwithstanding Clause D.1 above, this Contract may be terminated at shorter notice, or without notice or payment in lieu of notice to the Cadet/Trainee, in the following circumstances:
  - E.3.1 By mutual consent;
  - E.3.2 By the Company as a result of the Cadet/Trainee's misconduct justifying such termination, including as prescribed in this Contract and/or in the Vessel's Standing Orders;



- E.3.3 By the Cadet/Trainee in circumstances where they need to terminate the Contract for compassionate or other urgent reasons;
  - E.3.4 By the Company if, evidenced by an internal investigation, the Cadet/Trainee's continued engagement would be likely to jeopardize the safety or security of the Vessel or any person or persons on-board;
  - E.3.5 By the Company if the Cadet/Trainee, after having been notified of the time the Vessel is due to sail, is absent without permitted leave at a time fixed for sailing and the Vessel proceeds to sea without them; or
- E.4 The Contract will terminate automatically, without notice, on the date of loss or foundering of the Vessel at the port in which the Vessel is at that time or, if at sea, at the next port. In such circumstances, the Cadet/Trainee will be entitled to an indemnity from the Company resulting from such loss or foundering, such indemnity to be paid for the remainder of the Contract term, at the same rate as the Stipend (calculated daily, pro rata) save that the total indemnity payable shall be limited to a maximum of two months' Stipend.
- E.5 The provisions of this Agreement shall survive, regardless of whether the Contract Term has expired, or either the Cadet/Trainee or the Company has given notice to suspend or terminate the Contract; while the Cadet/Trainee is held captive on or off the ship as a result of acts of piracy or armed robbery against ships.

## **F Annual Leave**

- F.1 The Cadet/Trainee is entitled to the monthly Leave entitlement stated on page 1 of this Contract. The Stipend will be payable during any period of earned Leave, pro-rata for shorter period. No Leave may be taken until it has been accrued.
- F.2 Annual Leave must be taken at times consistent with the smooth running of the Vessel. Entitlement of Annual Leave will commence immediately after repatriation to the place of original engagement at the end of this Contract.
- F.3 The Cadet/Trainee 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 vessel and prevailing conditions in the port. Shore leave shall not be considered as part of the training period.

## **G Health and Social Security Benefits**

- G.1 To the fullest extent permitted by law, the Cadet/Trainee is covered by an insurance put in place (or procured) by the Ship Manager pursuant to this Clause G.
- G.2 If the Cadet/Trainee becomes incapacitated as a result of sickness or injury whilst on a voyage, the Cadet/Trainee is entitled to medical attention & hospitalisation at the Company's expense for as long as it is required and will continue to be paid the Stipend until repatriated to the place of original engagement in accordance with the repatriation provisions set out in Clause H. After the Cadet/Trainee has been repatriated, sick pay will be paid at an amount equivalent to 100% of the Stipend less the amount of any applicable statutory sick pay or social security sickness benefit to which they may be entitled, and subject

always to the maximum period of 130 days in case of sickness. In case of injury, sick pay will be paid until injury is cured or until medical termination is made concerning disability at which point Clause G5 applies.

- G.3 In the event of prolonged or recurrent illness or serious injury, the Cadet/Trainee must, if requested, undergo a medical examination by a registered medical practitioner appointed by and at the cost of the Company. The Cadet/Trainee agrees to provide any necessary consent(s) to the registered medical practitioner in order to allow the registered medical practitioner to disclose any such report to the Company.
- G.4 If the Cadet/Trainee requires medical care while they are on-board, this will be provided free of charge, including access to necessary medicines, medical equipment and facilities for diagnosis and treatment and medical information and expertise. The Cadet/Trainee will be referred to a registered medical practitioner or dentist in the Vessel's ports of call for the purpose of obtaining treatment.
- G.5 In the event of the Cadet/Trainee's death due to an occupational injury, illness or hazard which took place during the term of this Contract, the Cadet/Trainee's beneficiary will be entitled to compensation for loss of life as detailed in Appendix 1. This compensation shall be payable to the Cadet/Trainee's designated beneficiary or beneficiaries, to their estate or to their personal legal representative.
- G.6 In the event of the Cadet/Trainee's long-term disability due to an occupational injury, illness or hazard, the Cadet/Trainee will be entitled to compensation, the levels of which are detailed in Appendix 1.
- G.7 In the event of the Cadet/Trainee's death occurring on-board or ashore during a voyage, the Company will meet the cost of the return of the Cadet/Trainee's remains and personal belongings to their next of kin and burial expenses, or cremation where appropriate or required by local legislation.
- G.8 Copy of the, Complaints Procedure, Standing Orders, Certification confirming medical, personal accident, permanent and temporary disability and employer's liability insurance provided will be displayed in the crew mess.
- G.9 Notwithstanding the above provisions of this Clause G, the Company shall under no circumstances be liable in respect of any injury, sickness, or infirmity:
  - G.9.1 Incurred otherwise than in the service of the Vessel;
  - G.9.2 Due to the Cadet/Trainee's wilful act; or
  - G.9.3 Due to any medical reasons arising from a previously undisclosed illness

## **H Repatriation**

- H.1 The Cadet/Trainee will be entitled to repatriation to the original place of engagement, at the expense of the Company when this Contract is terminated in any of the following circumstances:
  - H.1.1 On expiration of the Contract Term;
  - H.1.2 By the Company;

- H.1.3 In the event of; illness or injury or other medical condition requiring their repatriation, or by the Cadet/Trainee in the event that the Vessel is proceeding to a warlike operations area and the Cadet/Trainee does not consent to go; or
- H.1.4 In circumstances where the Cadet/Trainee is no longer able to carry out their duties under this Contract or cannot be expected to do so, including but not limited to in the event of a shipwreck, the insolvency of the Company, or the sale of the Vessel.
- H.2 In circumstances where the Cadet/Trainee has breached their obligations under this Contract, the Company will still be liable to repatriate the Cadet/Trainee but shall be entitled to recover the cost of so doing by way of deduction from the Stipend. The Company's right to recover the cost of repatriation will be subject to any limits on the same set down by the laws of the Flag State.
- H.3 The entitlement to repatriation entails transport by economy class aeroplane ticket, including standard baggage allowance, to the original place of engagement.

## **I Disciplinary Rules and Procedure and Grievance Procedure**

- I.1 The disciplinary rules applicable to the Cadet/Trainee are set out in the Vessel's Standing Orders. These rules form part of this Contract and may be amended from time to time.
- I.2 If the Cadet/Trainee has a grievance relating to the matters dealt with in this Contract, they should raise this in writing with the Company or a union representative.

## **J Confidentiality**

- J.1 The Cadet/Trainee acknowledges and agrees that the Company have a lawful and reasonable expectation of privacy and that confidentiality and discretion, as outlined below, are essential to protect the privacy and safety and security of the Ship Manager and its customers, agents and affiliates, the Training Provider, and the Vessel and its crew.
- J.2 The Cadet/Trainee agrees that they will keep confidential at all times all information and documentation of a confidential, private and/or personal nature which relates to or concerns the Company and its customers, agents and affiliates; the Ship Owner; the Vessel, its route, destination, location, cargo, operations, management or security arrangements; and/or the crew of the Vessel, whether or not such information and/or documentation shall be common knowledge and/or commonly circulated amongst fellow crewmembers on the Vessel (together "Privacy Information").
- J.3 The Cadet/Trainee acknowledges and agrees that, unless instructed to do so by the Company, they will not either before, during or after the Contract Term create (or facilitate or aid the creation of) any electronic, digital and/or manual depiction, description, recording and/or photograph (whether in hard, digital, electronic and/or other format) relating to or concerning the Privacy Information (together "Privacy Documents").
- J.4 All Privacy Information and/or Privacy Documents (together "Confidential Information"), together with any copies or extracts from such Confidential Information made or acquired by the Cadet/Trainee, shall be and remain the property of the Company, and such Confidential Information must be returned to the Company on request.

- J.5 The Cadet/Trainee agrees not to post, share, disclose and/or in any way distribute by any means to or with any third party any Confidential Information, including but not limited to posting, sharing or distributing Confidential Information on any social media sites (such as Facebook, Twitter, LinkedIn, Instagram, Vine, Bebo, MySpace and YouTube) or on any other internet sites and/or social communication and/or telecommunication site and/or system of whatsoever nature and howsoever operated.
- J.6 Any unauthorised disclosure by the Cadet/Trainee of Confidential Information (whether directly or indirectly) may result in the immediate termination of this Contract and/or civil proceedings to restrain the Cadet/Trainee from disclosing and/or further disclosing the Confidential Information to any third party, and/or from making personal use and/or gain from the same, and/or for damages if loss or damage to the Ship Manager or the Ship Owner and/or its or their customers, agents or affiliates, and/or the crew of the Vessel results from such disclosure.
- J.7 The provisions of this Clause I shall survive the termination of this Agreement without limit in time.
- J.8 This clause does not apply to the Cadet/Trainee's personal information freely shared to the trade union representative.

#### **K Email, Internet and Communication Systems**

- K.1 . The Company should, so far as is reasonably practicable, provide Cadet/Trainees on board their ships with internet. Inappropriate use of these facilities may create problems ranging from loss of work time and/or excessive usage costs to potential legal claims against the Ship Manager or the Ship Owner. Inappropriate emails can also cause distress to fellow employees and/or third parties and may affect the working environment. The Cadet/Trainee must familiarise themselves with the Company's email and internet policy as current from time to time. Breach of such policy will result in disciplinary proceedings against the Cadet/Trainee and may, in appropriate cases, result in summary termination of the Contract.

#### **L Data Protection**

- L.1 The Cadet/Trainee's personal data will be processed by The Company in accordance with all applicable laws and The Company's General Privacy Notice, as from time to time in force. In so far as the law of any country requires consent for the processing of personal data of the Cadet/Trainee the Cadet/Trainee so consents, but only for the purposes of such laws and no further

#### **M Miscellaneous**

- M.1 Save as expressly confirmed in writing by the Company to the contrary, the Cadet/Trainee understands and agrees that they shall not have any right or power to bind the Ship Manager, and/or any agent or affiliate of the Ship Manager, to any engagement, obligation or contract.
- M.2 The General Terms and Conditions of this Agreement, together with Appendix 1, constitute the entire agreement and understanding of the parties. There are no other agreements, undertakings, representations or promises, expressed or implied, other than those contained in this Contract. Any amendments and modifications to this Contract should become effective only after consultation and should be made by written agreement between the Cadet/Trainee and the Company and appended to this Agreement.

.....  
(Insert name of Cadet/Trainee)

Date

.....  
For and on behalf of the Training Provider

Date

.....  
For and on behalf of the Company

Date

SAMPLE

## Appendix 2

### SEA

Uniform TCC

Top Copy - Seafarer  
Pink Copy - Ship's File  
Green Copy - ITF London  
Yellow Copy - Company File

## SEAFARER'S EMPLOYMENT CONTRACT

Date: and agreed to be effective from

This Employment Contract is entered into between the Seafarer and the Shipowner /theEmployer on behalf of the Shipowner)

### THE SEAFARER

Surname:	Given Names:
Full home address:	
Position:	Medical certificate issued on:
Estimated time of taking up position:	Port where position is taken up:
Nationality:	Passport no:
Date and place of birth:	Seaman's book no:

### THE SHIPOWNER

Name:
Address:

### THE EMPLOYER [if different from the Shipowner]

Name:
Address:

### THE SHIP

Name:	IMO No:
Flag:	Port of registry:

### TERMS OF THE CONTRACT

Period of employment:	Wages from and including:	Basic hours of work per week:
Basic monthly wage:	Monthly overtime (103 hours guaranteed)	Overtime rate for hours worked in excess of 103 hrs: per hour
Leave: Number of days per month	Monthly leave pay:	Monthly subsistence allowance on leave:
Monthly fixed overtime:	Company bonus:	Total wages:
1. The applicable ITF CBA shall be considered to be incorporated into and to form part of the contract		
2. The Ship's Articles shall be deemed for all purposes to include the terms of this Contract (including the applicable ITF CBA) and it shall be the duty of the Company to ensure that the Ship's Articles reflect these terms. These terms shall take precedence over all other terms.		
3. The ITF may vary the terms and conditions of the applicable ITF CBA from time to time. Terms and conditions as so varied shall form part of this Contract with effect from the date of the Variation in place of the Terms and Conditions current immediately preceding the Variation.		

### CONFIRMATION OF THE CONTRACT

Signature of Shipowner/Employer on behalf of the Shipowner:	Signature of Seafarer:
	Place: Date:

## APPENDIX 3

## Stipends

<b>Trainees and Cadets</b>						
<b>Year</b>	<b>Basic</b>	<b>Guaranteed<sup>1)</sup></b>	<b>Leave<sup>2)</sup></b>	<b>Sub<sup>3)</sup></b>	<b>Total</b>	<b>OT</b>
2025	\$301	\$91	\$80	\$152	\$624	\$2,17
2026	\$315	\$96	\$84	\$152	\$647	\$2,28
2027	\$321	\$98	\$86	\$152	\$657	\$2,32
1) 42 hours (see paragraph A7)						
2) 8 days per month						
3) US\$ 19 per day						
<b>Officer in training</b>						
<b>Year</b>	<b>Basic</b>	<b>Guaranteed<sup>1)</sup></b>	<b>Leave<sup>2)</sup></b>	<b>Sub<sup>3)</sup></b>	<b>Total</b>	<b>OT</b>
2025	\$1.169	\$869	\$312	\$152	\$2.502	\$8,44
2026	\$1.213	\$903	\$323	\$152	\$2.591	\$8,76
2027	\$1.232	\$917	\$329	\$152	\$2.630	\$8,90
1) 103 hours						
2) 8 days per month						
3) US\$ 19 per day						