

## LETTER OF MUTUAL AGREEMENT (Romania)

**For CADETS / TRAINEE ENGINEERS / JUNIOR ENGINEERS employed on vessels manned by Seaspan Crew Management Ltd on behalf of their Principals.**

This letter of mutual Agreement is made in Constanta on \_\_\_\_\_ between:

**Seaspan Crew Management Ltd.**, on behalf of the principals as agents only, hereinafter referred to as the “**Company**” (which expression shall unless it be repugnant to the context and meaning thereof be deemed to include the directors, its future directors, their successors and permitted assignees) of the FIRST PART

AND

Mr./ Ms. \_\_\_\_\_, a Deck / Engine / Electro Cadet hereinafter referred to as the “**Trainee**” (which expression shall unless it be repugnant to the context and meaning thereof be deemed to include all his/her heirs, legal representatives, assignees and administrators) of the SECOND PART

AND

Mr./ Ms. \_\_\_\_\_ (**Parent**) hereinafter referred to as “**Surety**” for the purpose of giving consent to their wards to join the ships for onboard service, and as a guarantor on behalf of the Trainee of the THIRD PART

AND

M/s. ‘MIRCEA CEL BARTRAN’ NAVAL ACADEMY/ CONSTANTA, ROMANIA, Training Institute for Maritime Cadets, hereinafter referred to as “**Institute**” (which term shall unless it be repugnant to the context and meaning thereof to be deemed to include the Management, the teaching facility, their legal representatives and office bearers) of the FOURTH PART

### **WHEREAS:**

The party of the First Part, the **Company** is in the business of providing qualified and trained marine personnel to its principals.

The party of the Second Part, the **Trainee** is desirous of undertaking the Maritime Training conducted by the Institute.

The party of the Third Part, the **Surety** consents and agrees to the Trainee taking up a sea career with the Company.

The party of the Fourth Part, the **Institute** is engaged in imparting Maritime Training to Trainees. The party of the First Part has decided to offer Training to select Trainees under certain terms and conditions as appearing hereinafter.

## **OBJECTIVES:**

1. To detail out some terms and obligations in conjunction with the training and education that forms the curriculum in the Pre-sea and On-board training, as well as subsequent tour of duties as a certified officer on board the ships that are assigned by the company. To clarify further, the tour of duty as a certified officer should be a minimum of four separate contracts with a total period of minimum 24 months and thus covering the applicability of the agreement.
2. Consent from Parents of the Trainee is a pre-requisite that they consent for the Trainee to take up seafaring as a career.

## **THE PARTIES HERETO ARE DESIROUS OF REDUCING INTO WRITING THE TERMS AND CONDITIONS AGREED BY AND BETWEEN THEM AS UNDER:**

1. The Company recognizes that prior to and at the time of joining the Company, the Trainee has not been exposed to many skills and knowledge, which are essential to ensure that the performance of the duties by the Trainee meets the business needs and standards required by the Company.
2. The Institute shall offer approved maritime training to the Trainee.
3. The Company agrees to provide onboard training for a period as determined by the Company to meet its business needs and standards.
4. The employment terms and conditions for onboard services shall be as per the applicable Collective Bargaining Agreements and joining contracts given to the Trainee.
5. The Company agrees to bear reasonable and legitimate expenses incurred in joining and disembarking the vessel.
6. The Trainee agrees to undergo the required training and education and shall be required to complete each stage of the training successfully to qualify for the Certificate of Competency exam, which is intended to render him competent to undertake all tasks relevant to the functions that will be assigned to him, from time to time.
7. The Trainee agrees to be assigned for onboard services during the training period as well as after successful completion of the certificate of competency as an agreed signatory to this agreement, until its said period as mentioned in the 'Objectives' of this agreement. The Company at its discretion will allocate ships and may decide to assign the Trainee on a certain type of ship, both during the training period and subsequently as a certified officer. The Trainee agrees to serve on any vessel(s) as may be decided and assigned by the Company.
8. The Trainee agrees to any extended period of on board Training as determined by the Company, currently being 21months for Deck Cadet; 12 months for Engine Cadet and 12 months for Electro cadet; in addition another 12 months as Trainee Electrical Officer.
9. The Trainee accepts, agrees and admits that the company would have incurred costs and expenses while providing the benefits and the opportunities as laid in this Agreement.
10. The Trainee has understood and agrees that he would be eligible to receive the onboard training subject to the following conditions:
  - Secures at least 65% marks in the preceding semester.
  - Is evaluated well in his overall performance and behavior by the Institute.
  - Does not indulge in any anti-social or unethical activities.
  - Complies with Company rules and regulations.

11. The Trainee shall cease to receive onboard training if he is found in breach of aforesaid conditions, specifically stipulated in clause No.10, hereinabove.

12. The Company reserves the right to withhold or stop training at any time at its sole discretion, if the Trainee is found short of expectation or not meeting Company requirements.

• The Trainee and/or the Surety therefore agree that in the event of the Trainee leaving the Company before the completion of the agreed total sea service [as per Clause No. 8] after obtaining the Certificate of Competency or earlier for what-so-ever reasons, they shall pay or reimburse to the Company as compensation / damages calculated as 100% of the costs incurred by the Company during training.

13. In the event the Trainee and/or the Surety violates the terms of this agreement, the Company reserve it's rights to pursue legal proceedings, in addition to notifying various Maritime Authorities, which includes but not limited to Flag State Administration, Directorate General of Shipping, Mercantile Marine Department and also notify relevant embassies to cancel any visas issued by the Company.

14. The Trainee agrees to indemnify and hold harmless the parties of the First and the Fourth part hereto, from any and all claims, demands, costs, expenses, actions, injuries of any nature and liabilities arising out or attributable to the Trainee and for breach of any of the representations and warranties or of their obligations under this agreement.

15. Any waiver or modification or alteration or addition to the Agreement or to any of its provisions and all notices given pursuant to this Agreement shall not be binding upon the Parties unless the same shall be in writing and signed respectively by the involved parties, and served to the other side.

16. The parties agree that any dispute arising out of, in relation to or connected with this Agreement shall be resolved through arbitration. The Parties shall have a right to appoint a sole arbitrator to be agreed between the Parties. However, in the event the Parties cannot agree on the appointment of the sole arbitrator, the matter shall be referred to the Romanian Law.

The Parties hereto have hereunto caused this agreement to be duly executed among themselves, on the date, year and place first above written.

\_\_\_\_\_  
**Trainee**

Name:

Name:

\_\_\_\_\_  
**Company / For and on behalf of**

Seaspan Crew Management Ltd

\_\_\_\_\_  
**Institute Stamp:**

Name: M/S 'MIRCEA CEL BARTRAN' NAVAL ACADEMY/ CONSTANTA, ROMANIA

I confirm that \_\_\_\_\_ who is my son/ward has my consent and agreement to take up a career at sea and participate in the pre-sea training activities and onboard duties.

\_\_\_\_\_  
**Surety/ Parent**

Name: