ETHIOPIAN MARITIME TRAINING INSTITUTE S.C.

Enrollment Agreement for Maritime Education and Career Development As a Qualified Marine Engineer

This Agreement is made by and between Ethiopian Maritime Training Institute Share Company hereinafter referred to as EMTI, Represented by the CEO, or his delegate ___________________________________.

(Mr. /Mrs. Full Name)

AND

The student hereinafter referred to as Seafarer___________________________________ ______ who is an Ethiopian National (Seafarer Full Name including grandfather)

ARTICLE-ONE

Purpose of Agreement

This Agreement establishes the conditions for the Seafarer's enrollment in EMTI's Maritime Education Program (or "EMTI"), including his responsibilities, academic requirements, commitment to the program and payment obligations.

Whereas, although EMTI and the Seafarer recognize that this Agreement does not create any actual or apparent agency, partnership, franchise, or relationship of employer and employee between the Parties, nonetheless EMTI will facilitate the Seafarer's education and academic experience to comply with international standards and facilitate Career Placement

የኢትዮጵያ ማሪታይም ማሰልጠኛ ተቋም አ/ማ

የማሪታይም ትምህርትና ሙያ መበልፀግ ቅበላ ስምምነት በብቃት ያለው የማሪን ኢንጂነር

ይህ በኢትዮጵያ ማሪታይም ማሰልጠኛ ተቋም አ/ማ (ከዚህ ቀጥሎ ‹‹ኢ.ማ.ማ.ተ.›› እየተባለ የሚጠራው)፤ የተወከለው በዋና ስራ አስፈፃሚው ወይም እሱ በወከለው _______________________

አቶ/ወ/ሮ ሙሉ ስም

እና

የኢትዮጵያ ዜጋ በሆነው ተማሪ (ከዚህ ቀጥሎ ‹‹መርከበኛ›› እየተባለ የሚጠራው) ___________ መካከል የተፈረመ ስምምነት ነው፡፡ (የመርከበኛው ሙሉ ስም)

አንቀፅ አንድ

የስምምነቱ ዐላማ

ይህ ስምምነት መርከበኛው በኢ.ማ.ማ.ተ. የማሪታይም ትምህርት መርሃ-ግብር (ኢ.ማ.ማ.ተ.) ቅበላ ሁኔታዎችን የሚደነግግ ሲሆን የመርከበኛውን ሀላፊነቶች፣ሟሟላት ያለበትን የትምህርት መስፈርቶች፣ ለመርሃ-ግብሩ ያለውን ቁርጠኝነት እንዲሁም የክፍያ ግዴታዎቹን ያጠቃልላል፡፡

Services in the shipping industry for the benefit of the Seafarer; Whereas, the Seafarer understands that the Maritime Education Program provided by EMTI and EMTI's promotion of Ethiopian skilled labor to the international marine industry is of national importance to Ethiopia; Whereas, the Seafarer understands that the Seafarer's ability to receive employment is subject to the ship owners' acceptance and the Seafarer's ability to obtain international Travel Documents; Whereas, the Seafarer understands EMTI commits significant resources to establish the infrastructure providing Maritime Education and establishing professional relationships with international shipping companies; Whereas, the Seafarer commits himself to only use EMTI or its affiliates as his placement agent for employment in the shipping industry and to fulfill all of the conditions of this Agreement; Now therefore; for and in consideration of the foregoing and of the mutual promises, covenants and undertakings herein stipulated, the Parties herein have agreed as follows: **ARTICLE-TWO** **<u>Definitions</u>** "Active Months" shall mean the months that the Seafarer is actively employed aboard a ship. "Agreement" shall mean enrollment contract for Marine Education and career development as a Qualified Marine Engineer (Agreement shall also be referred to as "Enrollment Agreement").	ኢ.ማ.ማ.ተ. እና መርከበኛው ይህ ስምምነት በሁለቱም መካከል ምንም አይነት የእንደራሴነት፣ ሽርክና፣ ፍራንቻይዝ ወይም አሰሪና ሰራተኛ ግንኙነትን እንደማይፈጥር ቢገነዘቡም፤ ኢ.ማ.ማ.ተ.የመርከበኛው ትምህርትና ልምድ አለምአቀፍ ደረጃውን የጠበቀ እንዲሆንና መርከበኛው በባህር ትራንስፖርት ኢንደስትሪው የስራ ምደባ አገልግሎቶች እንዲያገኝ ያመቻቻል፤ መርከበኛው በኢ.ማ.ማ.ተ.የሚሰጠው የማሪታይም ትምህርት መርሃ-ግብር እንዲሁም የኢትዮጵያን የሰለጠነ የሰው ሃይል ለአለም አቀፉ የማሪን ኢንደስትሪ የማስተዋወቅ ተግባር ለኢትዮጵያ ብሄራዊ ጠቀሜታ ያለው መሆኑን የሚረዳ በመሆኑ፤ የመርከበኛው ስራ ማግኘት በመርከብ ባለቤቶች ተቀባይነት ማግኘትና በመርከበኛው አለም አቀፍ የጉዞ ሰነዶችን መያዝ ላይ የተመሰረተ መሆኑን መርከበኛው በመገንዘቡ፤ መርከበኛው ኢ.ማ.ማ.ተ. የማሪታይም ትምህርትን ለመስጠት የሚያስችል መሰረተ ልማት እና ከአለምአቀፍ የባህር ትራንስፖርት ድርጅቶች ጋር ሙያዊ ግንኙነቶችን ለመፍጠር ከፍተኛ ወጪ እንደሚያወጣ በመረዳቱ፤ መርከበኛው በባህር ትራንስፖርት ኢንደስትሪው ለመቀጠር ከኢ.ማ.ማ.ተ. ጋር ግንኙነት ያላቸውን የስራ ምደባ

"Academic Facilitation Advanced Payment" shall mean the amount of US$33,816(thirty three thousand eight hundred sixteen US Dollars) disbursed to Seafarer as a non-interest advanced payment to be paid to EMTI and repaid by the Seafarer according to the terms hereof. This obligation is incurred upon the signing of this Agreement and survives this Agreement.

"Cadet Sea Time" shall mean a period of twelve (12) Active Months of sea time completed by Seafarer after successful completion of EMTI academic education. Completion of Cadet Sea Time is required prior to taking final examination to qualify as a Junior Marine Engineer Officer (Operational level).

"Career Placement Services" shall mean services provided by EMTI or its affiliates that utilize its relationships with shipping companies to provide career opportunities to EMTI's Graduates.

"EMTI" shall mean the Ethiopian Maritime Training Institute as an educational institution only. EMTI is neither responsible for Seafarers' onboard experience nor for matters regarding dispute resolution between the Seafarer and his employer.

"EMA" shall mean EMA Marine GmbH (also known as Ethiopian Manning Agency). EMA is a manning agency for employment facilitation. EMA is at no time the Seafarer's legal employer and holds none of the responsibilities of an employer. EMA shall act as an escrow agent, receiving funds from the Seafarer's employer on the Seafarer's behalf and forwarding same as soon as possible to EMTI for further allotment

ድርጅቶችን ብቻ ለመጠቀምና የዚህ ስምምነት ሁኔታዎችን ለማክበር ቁርጠኛ በመሆኑ፤

ስለሆነም ከላይ የተዘረዘሩትን የጋራ ቃላት፣ ቃል-ኪዳኖች እና በዚህ ስምምነት ዉስጥ የተካተቱ ግዴታዎች ላይ ሁለቱም ወገኖች ከዚህ በታች እንደተመለከተዉ ተዋዉለዋል፡፡

አንቀፅ ሁለት

<u>ትርጓሜዎች</u>

"የስራወራት"ማለትመርከበኛውበመርከብ ላይበስራየሚያሳልፋቸዉወራትናቸዉ፡፡

"ስምምነት"ማለትብቃት ያለው የማሪን ኢንጂነር የማሪንትምህርትናሙያመበልፀግቅበላስ ምምነትነዉ፡፡ (ስምምነቱ "የቅበላ ስምምነት" በመባል ሊጠራ ይችላል፡፡)

"የትምህርት ማመቻቻ የቅድሚያ ክፍያ" ማለት በኢ.ማ.ማ.ተ. ያለወለድ ለመርከበኛዉ የሚሰጥ 33,816 የአሜሪካ ዶላር (ሰላሳ ሶስት ሺ ስምንት መቶ አስራ ስድስት የአሜሪካ ዶላር) የቅድሚያ ክፍያ ሆኖ በዚህ ስምምነት መሰረት በመርከበኛዉ ተመልሶ የሚከፈል ነዉ፡፡ ይህ ግዴታ ይህ ስምምነት ከተፈረመበት ቀን የሚጀምር ሆኖ ከስምምነቱ በኋላም የሚቀጥል ይሆናል፡፡

according to the terms stipulated in this enrollment agreement.

"Employer" shall mean the independent commercial shipping company that employs the Seafarer after the Seafarer has completed his Marine Education. The term Employer shall never be defined as or refer to EMTI, EMA or any of its affiliates.

"EMTI's Graduate" shall mean a Seafarer that successfully fulfills EMTI's standards and academic performance requirements, including obtaining passing scores on examinations administered by EMTI and required by STCW and the international standards.

"EMTI Social Benefit Fund" shall mean the welfare scheme arranged by EMTI for the benefit of EMTI Graduates, academic enhancement and future cadets.

"Gross Monthly Seafaring Compensation" Shall mean the total monthly remuneration given to the Seafarer during his employment in the shipping industry.

"Guarantor" shall mean those individuals that serve as financial guarantors of the Seafarer's obligation to repay the Academic Facilitation Advanced Payment and the "Monthly Stipend" loan.

"IMO" shall mean the International Maritime Organization, the United Nations' specialized agency, which develops and maintainsa comprehensive regulatory framework for shipping including training and certification of Seafarers.

"Maritime Education" shall mean marine studies

“የሰልጣኙ የባህር ጊዜ” ማለት መርከበኛው በኢ.ማ.ማ.ተ. የሚሰጠውን አካዳሚክ ትምህርት ካጠናቀቀ በኋላ በባህር ላይ የሚያሳልፈው አስራ ሁለት (12) የስራ ወራት ጊዜ ነው። የሰልጣኙ የባህር ጊዜ ማጠናቀቅ ጀማሪ የማሪን ኢንጂነር ባለሞያ (ኦፕሬሽናል ደረጃ) ለመሆን የሚወሰደዉን የመጨረሻ ፈተና ለመዉሰድ አስፈላጊ ነዉ።

“የስራ ምደባ አገልግሎቶች” ማለት በኢ.ማ.ማ.ተ. ወይም ከእሱ ጋር ግንኙነት ባላቸዉ ድርጅቶች የሚሰጡ አገልግሎቶች ሆነዉ ይህን ግንኙነታቸዉ በመጠቀም በባህር ትራንስፖርት ድርጅቶች ዉስጥ የኢ.ማ.ማ.ተ. ምሩቃን የስራ እድል እንዲያገኙ የሚያደርጉ ናቸዉ።

“ኢ.ማ.ማ.ተ.” ማለት የኢትዮጵያ ማሪታይም ማሰልጠኛ ተቋም እንደ የትምህርት ማሰልጠኛ ተቋምነቱ ብቻ ማለት ነው። ኢ.ማ.ማ.ተ. መርከበኛው በመርከብ ላይ ለሚያጋጥሙት ችግሮች እንዲሁም በመርከበኛው እና በቀጣሪው መካከል ለሚፈጠሩ አለመስማማቶች ተጠያቂ አይሆንም።

“ኢ.ኤም.ኤ.” ማለት ኢ.ኤም.ኤ. ጂ.ኤም.ቢ.ኤች. ነዉ (የኢትዮጵያ ማኒንግ ኤጀንሲ በመባልም ሊጠራ ይችላል)።ኢ.ኤም.ኤ. ቅጥር የሚያመቻች የሰው ሀይል አቅርቦት ኤጀንሲ ነው። ኢ.ኤም.ኤ. በማንኛውም ጊዜ

training provided by EMTI.

"Parties" shall mean jointly EMTI and the Seafarer.

"Predictive Assessments" shall mean Psychological Examinations and Reliability Examinations. "Psychological Examinations" include any examinations utilized by EMTI to determine suitability of a Seafarer to be employed for service at sea. "Reliability Examinations" include examinations utilized by EMTI to support security scrutiny, including but not limited to periodic polygraph examinations. Such examinations shall be utilized with the aim to protect both the safety of Seafarers and the interests of shipping companies, maintain the reputation of EMTI Graduates in the maritime industry, and minimize the possibility of Seafarer desertion.

"Qualified Marine Engineer" shall mean an engineer being fully qualified as required by STCW.

"Seafarer" shall mean the student whose name appears on the first page of this Agreement.

"Seafarer Colleague" shall mean any person other than the Seafarer who previously and/or presently enrolled in EMTI pursuant to a fully executed Enrollment Agreement for Maritime Education such as this Agreement or any prior or modified version of such Agreement.

"STCW" shall mean International Convention on Standards of Training, Certification and Watch keeping for Seafarers 1978 as amended including 2010 Manila.

"Travel Documents" shall mean all documents

የመርከበኛው ቀጣሪ ሊሆን አይችልም፤ እንዲሁም ምንም አይነት የአሰሪ ግዴታዎች አይኖሩበትም።

"አሰሪ" ማለት መርከበኛዉ የማሪን ትምህርቱን ካጠናቀቀ በኋላ ቀጥሮ የሚያሰራዉ እራሱን የቻለ የንግድ የባህር ትራንስፖርት ድርጅት ነዉ።አሰሪ የሚለዉ ቃል በምንም አይነት ሁኔታ ኢ.ማ.ማ.ተ.ን፣ ኢ.ኤም.ኤ.ን ወይም ከእነሱ ጋር ግንኙነት ያላቸዉን ድርጅቶችን ለመግለፅ ሊዉል አይችልም።

"የኢ.ማ.ማ.ተ. ምሩቅ" ማለት የኢ.ማ.ማ.ተ. መለኪያዎችንና የትምህርት መስፈርቶችን (በኢ.ማ.ማ.ተ. የሚሰጡ ፈተናዎች ላይ የማለፊያ ነጥቦችን ማግኘትና በኤስ.ቲ.ሲ.ደብሊዉ. እና አለማቀፍ ደረጃዎች የሚያስፈልጉ መስፈርቶችን ሟሟላትን ጨምሮ) በተሳካ ሁኔታ ያሟላ መርከበኛ ነዉ።

"የኢ.ማ.ማ.ተ. ማህበራዊ ጥቅም ፈንድ" ማለት በኢ.ማ.ማ.ተ. ለኢ.ማ.ማ.ተ ምሩቃን፣ አካዳሚያዊ ብቃትን ለማጎልበት እንዲሁም ለቀጣይ ሰልጣኞች ተብሎ የተዘጋጀ የማህበራዊ ጥቅም ስርአት ነዉ።

"ጠቅላላ ወርሀዊ የመርከበኝነት ደመወዝ" ማለት ቀጣሪዉ የባህር ትራንስፖርት ድርጅት ለመርከበኛዉ የሚከፍለዉ ጠቅላላ ወርሀዊ ክፍያ ነዉ።

"ዋስ" ማለት መርከበኛዉ የትምህርት ማመቻቻ የቅድሚያ ክፍያ እንዲሁም

issued for the Seafarer by the government or flag administration to satisfy the international maritime requirements. E.g. seaman's book, COC, passport, licenses, medical certificates and/or any other certificates/licenses that may be required.

ARTICLE-THREE

Period of Education

Seafarer shall receive Maritime Education by EMTI or its affiliated companies starting from: ______________________________ (Day/Month/Year).

The Maritime Education will only be completed after successfully completing and passing the final examinations administered by EMTI as per the applicable curriculum.

ARTICLE-FOUR

Duties and Responsibilities of EMTI

Subject to the fulfillment by the Seafarer of obligations specified in this Agreement, EMTI shall, during the period of the Maritime Education, have responsibility for the following:

4.1 Providing Maritime Education to the Seafarer in accordance with the current standards of the IMO, STCW and the national Ethiopian standards;

4.2 Facilitating accommodation;

4.3 Facilitating examinations as required by the

የወርሀዊ አበል ብድር ግዴታዎቹን ስለመወጣቱ የገንዘብ ዋስ የሚሆኑ ግለሰቦች ናቸዉ፡፡

"ኢ.ማ.ድ." ማለት አለማቀፉ የማሪታይም ድርጅት ሲሆን በባህር ትራንስፖርት ላይ (የመርከበኞችን ስልጠናና ሰርቲፊኬትን ጨምሮ) የተሟላ የህግ ማእቀፍ የሚያዘጋጅ እና የሚያጎለብት የተባበሩት መንግስታት ድርጅት ልዩ ኤጀንሲ ነዉ፡፡

"የማሪታይም ትምህርት" ማለት በኢ.ማ.ማ.ተ. የሚሰጥ የማሪን ትምህርት ነዉ፡፡

"ወገኖች" ማለት ኢ.ማ.ማ.ተ እና መርከበኛው በጋራ ናቸው፡፡

"ቅድመ ግምገማዎች" ማለት የስነ-ልቦና ምርመራ እና የተዓማኒነት ምርመራ ናቸው፡፡ "የስነ-ልቦና ምርመራዎች" ኢ.ማ.ማ.ተ የመርከበኛው በባህር ላይ ተቀጥሮ የመስራት ተስማሚነትን ለመወሰን የሚያስችሉትን ማንኛቸውንም ምርመራዎችን ያጠቃልላል፡፡ "የተዓማኒነት ምርመራ" ኢ.ማ.ማ.ተ ደህንነትን በጥንቃቄ ለመመርመር ሲል የሚጠቀምባቸው ማንኛቸውም ምርመራዎች ሲሆኑ በየጊዜው የሚካሄዱ የሀሰት ምርመራዎችንም ይጨምራሉ፡፡ እነዚህ ምርመራዎች የሚካሄዱት የመርከበኞችን ደህንነት ለመጠበቅ፣ የመርከብ ድርጅቶችን ጥቅም ለማስጠበቅ፣ የኢ.ማ.ማ.ተ ምሩቃን

IMO, STCW and the national Ethiopian standards;

Upon successful completion of the Maritime Education, EMTI shall arrange through its affiliated manning company (EMA) the following:

4.4 Facilitating Career Placement Services to the Seafarer; EMTI's obligation under Article Four is dependent on the Seafarer's competence, willingness and health to receive employment opportunity facilitated by EMTI, EMTI's satisfactory assessment of Seafarer's Predictive Assessments, as well as the Employer's willingness to employ the Seafarer.

4.5 EMTI shall coordinate and help the Seafarer obtain his required licenses and certificates, provided that it is understood that the Seafarer shall be responsible for the payment of all fees associated with such licenses and certificates. The Seafarer acknowledges and agrees that EMTI and its affiliates are not responsible or contractually obligated to facilitate or incur the costs of advanced marine professional training or marine managementlevel training.

4.6 EMTI's obligation to facilitate Career Placement Services to the Seafarer will be effected only when all the Travel Documents of Seafarer are deposited at EMTI. EMTI's obligation under Article Four will be suspended if any of the Travel Documents are transferred to the Seafarer's possession.

4.7 Pursuant to the instruction from the

በማሪታይም ኢንዱስትሪው ያላቸውን መልካም ስም ለማስጠበቅ እንዲሁም የመርከበኞችን የመክዳት እድልን ለመቀነስ በማለት ነው።

“ብቃት ያለው የማሪን ኢንጂነር” ማለት ሁሉንም የኤስ.ቲ.ሲ.ዳብሊዉ. መስፈርቶችን አሟልቶ ሙሉ በሙሉ ብቁ የሆነ ኢንጅነር ማለት ነው።

“መርከበኛ” ማለት በዚህ ስምምነት የመጀመርያዉ ገፅ ላይ ስሙ የተገለፀዉ ተማሪ ነዉ።

“የመርከበኛ ጓድ” ማለት ከመርከበኛዉ ዉጪ የሆነ ማንኛዉም ሰዉ ሆኖ ከዚህ በፊት ወይም በአሁኑ ጊዜ በኢ.ማ.ማ.ተ. በዚህ አይነት፣ ከዚህ በፊት በነበረ ወይም የዚህ ማሻሻያ በሆነ የማሪታይም ትምህርት የቅበላ ስምምነት መሰረት ሙሉ ለሙሉ የተመዘገበ ነዉ።

“ኤስ.ቲ.ሲ.ዳብሊዉ.” ማለት የ1978ቱ አለማቀፍ የመርከበኞች የዲረጃ ስልጠና፣የሰርቲፊኬት አሰጣጥና ጥበቃ ስምምነት ሲሆን የ2010 የማኒላ ማሻሻያንም የሚያጠቃልል ነዉ።

“የጉዞ ሰነዶች” ማለት ለመርከበኛዉ በመንግስት ወይም የባንዲራ አስተዳደር አለማቀፍ የማሪታይም ግዴታዎችን ለማሟላት የሚሰጡ ሁሉም ሰነዶች ናቸዉ። ለምሳሌ የመርከበኛ ደብተር፣ ሲኦሲ፣ ፓስፖርት፣ ፈቃዶች፣ የህክምና ሰርተፊኬቶች እና/ወይም ሊጠየቁ የሚችሉ

Seafarer as evidenced by and in accordance with Seafarer's entering into this Agreement, to instruct EMA or other affiliates of EMTI to collect the Seafarer's Gross Monthly Seafaring Compensation (the "Net Compensation") (as defined in Article 7.2) and distribute same to Seafarer's bank account in Ethiopia after the payment of the Seafarer's Costs.

ARTICLE - FIVE

<u>Termination of EMTI Placement Facilitation Obligation</u>

5.1 **EMTI shall be relieved from its obligation to facilitate Career Placement Services to the Seafarer if the Seafarer was not able to receive employment for 12 months as the result of any of the reasons stated under either Article 4.5 or Article 4.6.**

5.2 **EMTI's obligation to facilitate Career Placement Services to the Seafarer shall be terminated if the Seafarer refused to take the Predictive Assessments as specified under Article 8.2 or is evaluated by EMTI to be unfit for a job as a result of the Predictive Assessments.**

5.3 **EMTI can terminate its obligation to facilitate Career Placement Services to the Seafarer upon giving notice on the following grounds:**

5.3.1 **If the Seafarer refuses an employment opportunity facilitated by EMTI for any reason.**

5.3.2 **If the Seafarer for any medical or**

ሌሎች ማንኛቸውም ሰርተፊኬቶች/ፈቃዶች፡፡

አንቀፅ ሶስት

<u>የትምህርት ጊዜ</u>

መርከበኛዉ በኢ.ማ.ማ.ተ. ወይም ከሱ ጋር ግንኙነት ባላቸዉ ድርጅቶች ዉስጥ

ከ________/_________/__________ዓ.ም

<u>ቀን/ወር/ዓመተ ምህረት</u>

ጀምሮ የማሪታይም ትምህርቱን ይከታተላል፡፡

የማሪታይም ትምህርቱ በተሳካ ሁኔታ የሚጠናቀቀዉ ሰልጣኙ ተፈጻሚ በሆነው ሥርዓተ ትምህርት መሠረት በኢ.ማ.ማ.ተ. የተዘጋጁ የመጨረሻ ፈተናዎችን ካለፈ በኋላ ነዉ፡፡

አንቀፅ አራት

<u>የኢ.ማ.ማ.ተ. ግዴታዎች እና ኃላፊነቶች</u>

መርከበኛው በዚህ ስምምነት ውስጥ የተገለፁትን ግዴታዎቹን መወጣቱን ከግምት ውስጥ በማስገባት በማሪታይም ትምህርቱ ጊዜ ኢ.ማ.ማ.ተ. የሚከተሉት ግዴታዎች እና ሀላፊነቶች ይኖሩታል፤

4.1 ለመርከበኛዉ በአ.ማ.ድ.፤ ኤስ.ቲ.ሲ.ደብሊዉ. እና በኢትዮጵያ

mental reasons is unable to take an employment opportunity facilitated by EMTI.

5.3.3 If the Seafarer fails to report to his assigned post for any reason.

5.3.4 If the Seafarer voluntarily resigns from the post which was facilitated by EMTI.

5.3.5 If the Seafarer is found to be incompetent to undertake the responsibilities assigned to him by his Employer or fails to perform according to the standards expected of him by the Employer.

5.3.6 If Seafarer seeks to bypass obligation pertaining to direct remittances to EMTI as per this Agreement or in accordance with Ethiopian Government regulations.

5.3.7 In addition to the above stated grounds, EMTI can terminate its obligation to facilitate Career Placement Services for any other good cause.

ARTICLE – SIX

Release of Seafarer from the Financial Obligations

6.1 The Seafarer may be released from the financial obligations set down in this Agreement on the following grounds;

6.1.1 If the Seafarer was not able to receive employment for 12 months for reasons other than those stated in Article 5.3.

6.1.2 If the Seafarer for any documented medical or mental reasons is unable to

ብሄራዊ ደረጃዎች መሰረት የማሪታይም ትምህርት መስጠት፤

4.2 የመኖርያ ቤት ማመቻቸት፤

4.3 በኢ.ማ.ድ.፣ ኤስ.ቲ.ሲ.ደብሊዉ. እና በኢትዮጵያ ብሄራዊ ደረጃዎች መሰረት የሚፈለጉ ፈተናዎችን ማመቻቸት፤

የማሪታይም ትምህርቱ በተሳካ ሁኔታ ከተጠናቀቀ በኋላ ኢ.ማ.ማ.ተ. በተባባሪው አስቀጣሪ ኢ.ኤም.ኤ. በኩል የሚከተሉትን ነገሮች ያከናዉናል፤

4.4 ለመርከበኛዉ የስራ ምደባ አገልግሎቶች ማመቻቸት፤

በአንቀፅ አራት የተዘረዘሩት የኢ.ማ.ማ.ተ. ግዴታዎች መርከበኛው በኢ.ማ.ማ.ተ. የተመቻቸለትን የስራ እድል ለመቀበል ያለውን ብቃት፣ ፍቃደኛነት እና የጤና ሁኔታ፣ በመርከበኛው የቅድመ ግምገማዎችአጥጋቢ ውጤት ማግኘቱን፣ እንዲሁም ቀጣሪው መርከበኛውን ለመቅጠር ያለው ፍቃደኛነት ላይ የተመሰረተ ነው።

4.5 ኢ.ማ.ማ.ተ መርከበኛዉ የሚያስፈልጉትን ፈቃዶችና ሰርቲፊኬቶችን በራሱ ወጪ እንዲያገኝ ያስተባብራል፣ ይደግፋል። መርከበኛዉ ኢ.ማ.ማ.ተ. ወይም ከእሱ ጋር ግንኙነት ያላቸዉ ድርጅቶች ከፍተኛ የማሪን የባለሙያ ስልጠና ወይም ማሪን የአመራር ደረጃ ስልጠና እንዲያገኝ

take employment opportunity facilitated by EMTI, and provided the Seafarer has not previously violated the terms of the Agreement.

6.2 When a decision to release the Seafarer from his financial obligations is made, EMTI shall not be obliged to provide the Seafarer any certification or transcript other than a letter stating that the Seafarer has graduated from EMTI. Certification and transcript which evidence the courses attended by the Seafarer and the grades scored by the same will only be issued to the Seafarer upon payment of the full balance amount of the Academic Facilitation Advanced Payment as well as the "Monthly Stipend" loan.

ARTICLE-SEVEN

Duties and Responsibilities of the Seafarer

Seafarer agrees to the following:

7.1 Exclusively use EMTI's affiliates as the placement agent for employment in the shipping industry for a twelve (12) year period only, starting from the date that the Enrollment Agreement was signed and put into effect.

7.2 To instruct his Employer, the terms of which Seafarer agrees with and hereby affirms, with a copy to the Master of the ship on which the Seafarer will work, which irreversibly instructs Seafarer's Employer to send an amount equal to no less than eighty percent (80%) of the Seafarer's Gross

የማስተባበርም ይሁን ወጪዎችን የመክፈል የዉል ግዴታ እንዳሌለባቸዉ ተቀብሏል፡፡

4.6 ኢ.ማ.ማ.ተ. ለመርከበኛው የስራ ምደባ አገልግሎት የማመቻቸት ግዴታው ተፈፃሚ የሚሆነው ሁሉም የመርከበኛው የጉዞ ሰነዶች በኢ.ማ.ማ.ተ. ሲቀመጡ ነው፡፡ ማንኛውም የጉዞ ሰነድ ወደ መርከበኛው በተላለፈ ወቅት በአንቀፅ አራት የተዘረዘሩት የኢ.ማ.ማ.ተ. ግዴታዎች ለጊዜው ይቋረጣሉ፡፡

4.7 በዚህ ስምምነት ማስረጃነትና መሰረት የመርከበኛዉ ትእዛዝ ላይ በመመርኮዝ የመርከበኛዉን ጠቅላላ ወርሀዊ የመርከበኝነት ደመወዝ (የተጣራ ደመወዝ) (በአንቀፅ 7.2 እንደተተረጎመው)እንዲሰበስብና የመርከበኛውን የእዳ ክፍያ ተቀናሾችን ከቀነሰ በኋላ ኢትዮጵያ በሚገኘዉ የመርከበኛዉ ባንክ አካዉንት እንዲያስገባ ኢ.ኤም.ኤ.ን ወይም ሌሎች የኢ.ማ.ማ.ተን አጋሮች ማዘዝ፡፡

አንቀፅ አምስት

የኢ.ማ.ማ.ተ. የስራ ምደባ አገልግሎት የማመቻቸት ግዴታ መቋረጥ

5.1 መርከበኛው በክፍል 4.5 ወይም በክፍል 4.6 በተጠቀሱት ምክንያቶች

Monthly Seafaring Compensation (the "Net Compensation") directly to EMTI, its affiliates, or to such account as EMTI may direct in writing. (It is being understood by Seafarer that the entire Net Compensation shall be sent to Seafarer as per the instruction in Article4.7 including transfer to Seafarer's account and payment of Seafarer Costs). The following costs must be paid by Seafarer to EMTI ("Seafarers Costs"): 7.2.1 The Academic Facilitation Advanced Payment equal to US$33,816(thirty three thousand eight hundred sixteen US Dollars) which shall be paid from his Gross Monthly Seafaring Compensation. Starting with the repayment of 50% of the Gross Monthly Seafaring Compensation, but not more than US$250 (two hundred and fifty US Dollars) from the first twelve (12) Active Months of employment. Thereafter, from the 13th Active Month, 50% of the Gross Monthly Seafaring Compensation, but not more than US$1,400 (one thousand four hundred US Dollars) until full repayment of the Academic Facilitation Advanced Payment. 7.2.2 The EMTI Social Benefit Fund shall be five percent (5%) of the Gross Monthly Seafaring Compensation, but no greater than US$200 (two hundred US Dollars) per Active Month, which shall be paid immediately and only after the Academic	ለአስራ ሁለት (12) ወራት ለመቀጠር ካልቻለ ኢ.ማ.ማ.ተ. የስራ ምደባ አገልግሎት ከማመቻቸት ግዴታው ነፃ ይወጣል፡፡ 5.2 መርከበኛው ክፍል 8.2 ላይ እንደተመለከተው ቅድመ ግምገማዎችን ለማድረግ ፍቃደኛ ካልሆነ ወይም ኢ.ማ.ማ.ተ በከናወናቸው ቅድመ ግምገማዎች መሰረት መርከበኛው ለስራው ተስማሚ ካልሆነ ኢ.ማ.ማ.ተ. የስራ ምደባ አገልግሎት ከማመቻቸት ግዴታው ነፃ ይወጣል፡፡ 5.3 ኢ.ማ.ማ.ተ. ከዚህ በታች በተዘረዘሩት ምክንያቶች የስራ ምደባ አገልግሎት ከማመቻቸት ግዴታው ማስጠንቀቅያ በመስጠት ነፃ ሊወጣ ይችላል፡፡ 5.3.1 መርከበኛው በኢ.ማ.ማ.ተ. የተመቻቸለትን የስራ እድል በማንኛውም ምክንያት ካልተቀበለ፣ 5.3.2 መርከበኛው በማንኛውም የጤና ወይም የአእምሮ እክል ምክንያት በኢ.ማ.ማ.ተ. የተመቻቸለትን የስራ እድል መቀበል ካልቻለ፣ 5.3.3 መርከበኛው በተመደበበት የስራ ቦታ በማንኛውም ምክንያት ሊገኝ ካልቻለ፣ 5.3.4 መርከበኛው ኢ.ማ.ማ.ተ. ያመቻቸለትን የስራ እድል በፍቃዱ ከለቀቀ፣

Facilitation Advance Payment has been fully repaid.

7.2.3 The Seafarer may be granted a "Monthly Stipend" loan by EMTI in Ethiopian Birr, which is equivalent up to US$50.00 (fifty US Dollars), while actively enrolled at the Academy for cadet training. The total amount of this loan over the course of 8 (eight) months will be up to US$400.00 (four hundred US Dollars).

The terms of these loans are the following:

- **i. The "Monthly Stipend" loan is intended for the monthly personal needs of the Seafarer in order to maintain the standards required of cadets actively enrolled at the Maritime Academy.**
- **ii. The distribution of the "Monthly Stipend" is the sole discretion of EMTI's representative who decides how much and when the loan will be distributed to the Seafarers, each month.**
- **iii. Subject to paragraph 2 above, the "Monthly Stipend" loan will be issued to the Seafarer on a monthly (30 day) basis only while the Seafarer is actively enrolled at the Academy for cadet training.**
- **iv. The Seafarer will repay the "Monthly Stipend" loan within the first 8active months of employment in 8 equal installments of US$50.00 (fifty US Dollars) per month until fully repaid.**

5.3.5 መርከበኛው አሰሪው የሚሰጠውን ኃላፊነት ለመወጣት ብቁ ካልሆነ ወይም ከእርሱ በሚጠበቀዉ ደረጃ መፈፀም ካልቻለ፣

5.3.6 መርከበኛው በዚህ ስምምነት ወይም በኢትዮጵያ መንግስት ህጎች መሰረት ያለበትን ገንዘብ ወደ አገር ቤት የመላክ ግዴታ ላለመፈፀም ከሞከረ፣

5.3.7 ከዚህ በላይ ከተዘረዘሩት ምክንያቶች በተጨማሪ ኢ.ማ.ማ.ተ. በሌላ በቂ ምክንያት የስራ ምደባ አገልግሎት ከማመቻቸት ግዴታው ነፃ ይወጣል።

አንቀፅ ስድስት

<u>የመርከበኛው ከክፍያ ግዴታዎች ነፃ ስለመሆን</u>

6.1 መርከበኛው በዚህ ስምምነት ከተቀመጡት የክፍያ ግዴታዎቹ በሚከተሉት ምክንያቶች ነፃ ሊሆን ይችላል።

6.1.1 መርከበኛው በአንቀፅ 5.3 ከተቀመጡት ምክንያቶች ውጪ ለ12 ወራት መቀጠር ካልቻለ።

6.1.2 መርከበኛው ከዚያ በፊት በዚህ ስምምነት የተጣሉበትን

v. **The "Monthly Stipend" loan is not in any way a salary or compensation for participation in Maritime Education at EMTI.**

7.2.4 If the Seafarer leaves or is dismissed from the Maritime Education before completion of the training period, the Seafarer is still obligated to repay the sum of all loans issued to the Seafarer by EMTI.

7.2.5 Any additional loan to Seafarer by EMTI must be fully repaid by Seafarer within the first six (6) Active Months from commencement of employment. In case the event a Seafarer terminates his contract before repaying his loan in full, Seafarer is obliged to repay his loan immediately after repatriation.

For the avoidance of doubt, Seafarer hereby confirms that he is fully aware of the Ethiopian Government's requirement that (i) at least eighty percent (80%) of Seafarer's Gross Monthly Seafaring Compensation should first be paid directly to EMTI or its affiliates, which is also known as the Net Compensation;

The Seafarer also states that he is in his full agreement that (ii) the Seafarer's Costs will be paid to EMTI or its affiliates from the Net Compensation; (iii) after the Seafarer's Costs have been paid the remainder will be deposited to Seafarer's bank account in Ethiopia. The Seafarer also agrees that (iv) he is not entitled to a foreign currency bank account in Ethiopia as he is not considered a "non-resident" according

ግዴታዎች እስካልጣሰ ድረስ በማንኛውም በማስረጃ በተደገፈ የጤና ወይም የአእምሮ ምክንያት በኢ.ማ.ማ.ተ የተመቻቸለትን የስራ እድል መቀበል ካልቻለ።

6.2 መርከበኛውን ከክፍያ ግዴታዎቹ ነፃ የሚያደርግ ውሳኔ ላይ ሲደረስ ኢ.ማ.ማ.ተ. ለመርከበኛው የኢ.ማ.ማ.ተ. ምሩቅ እንደሆነ ከሚገልፅ ደብዳቤ በስተቀር ማንኛውንም ሰርተፊኬት ሆነ የውጤት መግለጫ የመስጠት ግዴታ የለዉም። መርከበኛው ሰርተፊኬትም ሆነ የወሰዳቸውን የትምህርት አይነቶች እንዲሁም ያስመዘገባቸውን ውጤቶች የሚገልፅ ማስረጃ የሚሰጠው የትምህርት ማመቻቻ የቅድሚያ ክፍያእንዲሁም የ"ወርሀዊ አበል" ግዴታዎቹን ሲወጣ ነው።

አንቀፅ ሰባት

<u>የመርከበኛው ግዴዎች እና ሀላፊነቶች</u>

መርከበኛው እንደሚከተለው ተስማምቷል፤

7.1 ስምምነቱ ከተፈረመበትና ስራ ላይ ከዋለበት ቀን ጀምሮ ለአስራ ሁለት አመታት ብቻ በባህር ትራንስፖርት ኢንደስትሪው ለመቀጠር ከኢ.ማ.ማ.ተ. ጋር ግንኙነት ያላቸውን

to Ethiopian national law.

7.3 At the commencement of and during Cadet Sea Time, the Seafarer may be required to have available for use certain basic gear, uniforms, work boots etc. (the "Required Gear"). All costs of providing the Required Gear shall be borne by the Seafarer.

7.4 Seafarer is responsible to bear the entire costs of issuing all Travel Documents, certificates and licenses. In the event of damage or loss to any of the documents, resulting in the need to reissue any of the above, the Seafarer will be required to bear the costs as well.

7.5 Seafarer is responsible to bear the entire costs of advanced senior training – management level that is required to achieve higher ranks.

7.6 In order to safeguard Travel Documents and prepare the Seafarer in a timely manner for his next employment, the Seafarer is obliged to report back to Ethiopia after completion of his employment contract and deposit all his certificates and licenses at EMTI office in Addis Ababa. The Seafarer is entitled to take his passport upon a simple request submitted to EMTI, subject to the conditions stated in Article 4.6 of this Agreement.

7.7 Seafarer agrees that he is fully responsible for his personal data, official documents generated from or with same (e.g. visa, seaman's book, official letters) and the proper use of same during the time he is associated with EMTI, EMA,

የስራ ምደባ ድርጅቶችን ብቻ ለመጠቀም።

7.2 አሰሪው ከመርከበኛው ጠቅላላ ወርሀዊ የመርከበኝነት ደመወዝ ከሰማንያ በመቶ (80%) ያላነሰ ("የተጣራ ደመወዝ") በቀጥታ ወደ ኢ.ማ.ማ.ተ. ወይም ከእርሱ ጋር ግንኙነት ላላቸው ተቋማት ወይም ኢ.ማ.ማ.ተ. በፅሁፍ ወደ አዘዘው አካውንት እንዲልክ መርከበኛው ለሚሰራበት መርከብ ካፒቴን ግልባጭ በመስጠትና እዚህ በተስማማውና ባረጋገጠው መሰረት ለአሰሪው የማይቀየር ትእዛዝ ለመስጠት። (የመርከበኛው የተጣራ ደመወዝ በክፍል 4.7 እንደተቀመጠው በመርከበኛው ትእዛዝ መሰረት ወደ መርከበኛው እንደሚላክ ይህም ወደ መርከበኛው አካውንት እና የመርከበኛው ወጪዎችን ለመሸፈን የሚላከውን እንደሚጨምር መርከበኛው ይገነዘባል።)

የሚከተሉት ወጪዎች በመርከበኛው ለኢ.ማ.ማ.ተ. የሚከፈሉ ናቸው ("የመርከበኛው ወጪዎች") ፡-

7.2.1 የትምህርት ማመቻቻ የቅድሚያ ክፍያ መጠኑ33,816የአሜሪካ ዶላር (ሰላሳ ሶስት ሺ ስምንት መቶ አስራ ስድስት የአሜሪካ ዶላር) ሆኖ ከጠቅላላ ወርሀዊ የመርከበኝነት

clients of EMTI or EMA, or any other business which was, is or will be connected to his past, current or future career. Seafarer explicitly agrees that he shall actively seek to prevent disclosure or dissemination of personal information which can result in fraudulent activities against EMTI, EMA, clients or any other business or which has the potential of misuse against same. Seafarer agrees to hold harmless all parties to this contract and to compensate all parties to this contract for adverse consequences from wrongful or irresponsible personal data disclosure or dissemination.

7.8 In case of a legal dispute over this Agreement, the Seafarer understands and explicitly agrees that all costs resulting from a legal dispute over this Agreement, irrespective of present or future costs, are to be borne by the Seafarer. Likewise, the Seafarer understands and explicitly agrees that all restitution resulting from a legal dispute over this Agreement is to be borne by the Seafarer.

ARTICLE-EIGHT

General Terms and Conditions

8.1 Seafarer has the duty to abide by EMTI's

ደመወዙ ላይ የሚከፈል ነው። መርከበኛው በመጀመርያዎቹ 12 የስራ ወራት በእያንዳንዱ የስራ ወር ከጠቅላላ ወርሀዊ የመርከበኛነት ደመወዙ 50%፤ ነገር ግን ከ250 የአሜሪካ ዶላር (ሁለት መቶ ሀምሳ የአሜሪካ ዶላር) ያልበለጠ ለኢ.ማ.ማ.ተ. ይከፍላል። ከዚያም ከ13ኛው የስራ ወር ጀምሮ መርከበኛው ከጠቅላላ ወርሀዊ የመርከበኛነት ደመወዙ 50%፤ ነገር ግን ከ1400 የአሜሪካ ዶላር (ከአንድ ሺ አራት መቶ የአሜሪካ ዶላር) ያልበለጠ የትምህርት ማመቻቻ የቅድሚያ ክፍያዉ በሙሉ እስከሚከፈል ድረስ ለኢ.ማ.ማ.ተ. ይከፍላል።

7.2.2 የኢ.ማ.ማ.ተ. ማህበራዊ ጥቅም ፈንድ የጠቅላላ ወርሀዊ የመርከበኛነት ደመወዙ 5% ሆኖ ነገር ግን ከ200 የአሜሪካ ዶላር (ሁለት መቶ የአሜሪካ ዶላር) በስራ ወር ያልበለጠ ሲሆን የትምህርት ማመቻቻ የቅድሚያ ክፍያዉ በሙሉ ከተከፈለ ብቻና ወድያዉኑ የሚከፈል ነዉ።

7.2.3 መርከበኛው በማሰልጠኛ ተቋሙ ትምህርቱን በሚከታተልባቸው ጊዜያት 50 የአሜሪካ ዶላር (ሃምሳ የአሜሪካ ዶላር) "ወርሀዊ አበል" በኢትዮጵ ብር በብድር መልክ

code of conduct, as well as the terms and conditions of this Agreement. EMTI maintains the right to terminate Seafarer's enrollment for failure to meet academic performance standards, failure to fulfill Maritime Education within the time period specified in the Agreement, for disciplinary problems, use of illegal substance, alcohol consumption, medical fitness resulting in Seafarer being unfit to sail, or non-compliance with the Enrollment Agreement. 8.2 EMTI may at any time require the Seafarer to take Predictive Assessments. Refusal of the Seafarer to take the Predictive Assessmentswill result in termination of this Agreement and the Seafarer will be responsible for refunding all the expenses and loans covered by EMTI, including but not limited to the Academic Facilitation Advanced Paymentand compensation that may be claimed. For the purpose of this Article 8.2, failure of the Seafarer to show up at the test center on an appointed date and time, for any reason, will be considered as refusal to take the test. EMTI shall be fully entitled to terminate the Seafarer from the program and reclaim all expenses incurred and loans provided to the Seafarer. 8.3 Seafarer is required to provide complete and accurate information to the best of his knowledge in interviews with EMTI or in connection with any questionnaires, applications or other information submitted to EMTI.	በኢ.ማ.ማ.ተ. ሊሰጠው ይችላል። የዚህ ብድር የስድስት ወራት ጠቅላላ መጠን 400 የአሜሪካ ዶላር (አራት መቶ የአሜሪካ ዶላር) ይሆናል። የብድሮቹ ደንቦች የሚከተሉት ናቸው፤ 1. የ"ወርሀዊ አበል" ብድሮች አላማ የመርከበኛውን የግል ፍላጎቶችን በመሸፈን በማሪታይም ማሰልጠኛ ተቋሙ ውስጥ ከተመዘገቡ ተማሪዎች የሚጠበቁ ደረጃዎችን እንዲያሟሉ ማስቻል ነው። 2. የ"ወርሀዊ አበል" ብድሩ በየወሩ ለመርከበኞች የሚከፍፈልበት መጠንና ጊዜ ላይ የመወሰን ብቸኛ ስልጣን የኢ.ማ.ማ.ተ. ተወካይ ነዉ። 3. በንኡስ ክፍል 2 ላይ የተገለፀዉ እንደተጠበቀ ሆኖ የ"ወርሀዊ አበል" ብድሩ በየወሩ (30 ቀናት) እና መርከበኛዉ በማሰልጠኛ ተቋሙ በስልጠና ላይ ባለበት ጊዜ ብቻ የሚሰጥ ነዉ። 4. መርከበኛዉ በመጀመርያዉ ስምንት የስራ ወራትበስምነንት እኩል ክፍያዎች በየወሩ 50 የአሜሪካ ዶላር (ሀምሳ የአሜሪካ ዶላር) በመክፈል የተሰጠዉን የ"ወርሀዊ አበል" ብድር ይከፍላል። 5. የ"ወርሀዊ አበል" ብድሩ በምንም መልኩ መርከበኛዉ በማሪታይም ማሰልጠኛ ማዕከሉ ውስጥ

8.4 The Parties hereby agree to use email as the main medium of communication. The Seafarer has the obligation to provide his current email address to EMTI, notify EMTI when he changes his email address and check his email regularly. Any letter, notice or message of any kind will be deemed to have reached the Seafarer once it is sent to the email address provided by the Seafarer.

8.5 Prior to enrollment, Seafarer must fully disclose any contractual or legal obligations which obligate the Seafarer to work for other companies or organizations. Failure to provide accurate information may result in the dismissal of Seafarer. Seafarer shall indemnify and hold harmless EMTI and its affiliates, successors and assigns from any loss which may be suffered due to Seafarer's negligence in providing complete and accurate information pursuant to this Agreement.

8.6 Seafarer shall be responsible for passing examinations with a satisfactory rate set by EMTI and IMO requirements.

8.7 If the Seafarer terminates the Maritime Education without completion or does not fulfill respective commitments stated above he will be bound by general provisions of Ethiopian law of contract and the terms of this Agreement in refunding all the expenses and loans covered by EMTI, including but not limited to the Academic Facilitation Advanced Payment, in addition to

በማሪታይም ትምህርት መርሃ-ግብሩ ላይ ስለተሳተፈ የሚሰጠዉ ደመወዝ ወይም ጥቅማ ጥቅም አይደለም።

7.2.4 መርከበኛዉ ከማሪታይም ትምህርት መርሃ-ግብሩ የትምህርቱ ጊዜ ከማለቁ በፊት ቢለቅም ሆነ ቢባረር ከኢ.ማ.ማ.ተ. የተበደራቸዉን ብድሮች በጠቅላላ የመክፈል ግዴታ አለበት።

7.2.5 ማንኛዉም በኢ.ማ.ማ.ተ. ለመርከበኛዉ የሚሰጥ ተጨማሪ ብድር መርከበኛዉ ስራ ከጀመረ ጀምሮ ባሉት ስድስት (6) የስራ ወራት ዉስጥ በሙሉ መክፈል አለበት። መርከበኛው ያለበትን ብድር ሙሉ በሙሉ ከመክፈሉ በፊት ውሉን ያቋረጠ እንደሆነ ወደ ሀገሩ እንደተመለሰ ወድያዉኑ መክፈል ይኖርበታል።

ጥርጣሬን ለማስወገድ፤ መርከበኛዉ የኢትዮጵያ መንግስት የሚያዘዉን (ሀ) ከመርከበኛው ጠቅላላ ወርሀዊ የመርከበኝነት ደመወዝ ቢያንስ ሰማንያ በመቶ (80%) መጀመርያ ለኢ.ማ.ማ.ተ. ወይም ከእርሱ ጋር ግንኙነት ያላቸዉ ድርጅቶች (የተጣራ ደመወዝ እየተባለም የሚጠራ) እንደሚከፈል በአግባቡ ያዉቃል።

compensation that may be claimed. **8.8 If the Seafarer's employment is legally terminated by Seafarer's Employer for cause, including but not limited to poor performance; violations of the Employer's rules, regulations or policies; violations of law; disciplinary problems; use of illegal substances; alcohol consumption and desertion, then Seafarer shall be responsible for all repatriation costs and for all costs as specified in Article8.7.** **8.9 If the Seafarer requests to be disembarked and repatriated during his sailing contract before the end of his contract period, he is responsible for all associated repatriation costs.** **8.10 If the Seafarer for any reason renders himself incapable to perform his obligations for the repatriation of his Academic Facilitation Advanced Payment in the manner provided by Article 7.2 of this Agreement he will be responsible for refunding all the expenses and loans covered by EMTI, including but not limited to the Academic Facilitation Advanced Payment, in addition to any compensation that may be claimed.** **8.11 Seafarer shall be responsible for remitting payments according to Article Seven and shall properly represent the Seafarer obligations in Article Seven to senior officers onboard the vessel. Failure to comply with the Duties and Responsibilities of Seafarer as stated in Article Seven is a violation of**	**በተጨማሪም መርከበኛዉ (ለ) የመርከበኛው ወጪዎች ከተጣራ ደመወዙ ለኢ.ማ.ማ.ተ. ወይም ከእርሱ ጋር ግንኙነት ላላቸዉ ድርጅቶች እንደሚከፈሉ (ሐ) የመርከበኛው ወጪዎች ከተከፈሉ በኋላ የቀረዉ ገንዘብ ኢትዮጵያ በሚገኘዉ የመርከበኛዉ የባንክ አካዉንት እንደሚቀመጥ በሙሉ ተስማምቷል። መርከበኛዉ በተጨማሪም (መ) በኢትዮጵያ ህግ መሰረት ኢትዮጵያ ዉስጥ ነዋሪ እንዳልሆነ ስለማይቆጠር ኢትዮጵያ ዉስጥ የዉጪ ምንዛሪ አካዉንት ሊኖረዉ እንደማይችል ተስማምቷል።** **7.3 የሰልጣኙ የባህር ጊዜበሚጀምርበትና በሚቆይበት ጊዜ መርከበኛው የተወሰኑ መሰረታዊ ትጥቅ፣ የደንብ ልብሶች፣ የስራ ጫማዎች ወዘተ. ("አስፈላጊው ትጥቅ") ሟሟላት ሊጠበቅበት ይችላል:: አስፈላጊውን ትጥቅ የሟሟላት ወጪ የሚሸፈነው በመርከበኛው ይሆናል።** **7.4 መርከበኛው የጉዞ ሰነዶችን፣ ሰርተፊኬቶችን እንዲሁም ፈቃዶችን ለማውጣት የሚያስፈልጉ ወጭዎችን በሙሉ የመሸፈን ሃላፊነት አለበት። እነዚህ ሰነዶች በመበላሸታቸው ወይም በመጥፋታቸው ምክንያት እንደገና ማውጣት አስፈላጊ ከሆነ ወጭዎችን የመሸፈን ኃላፊነት**

this Agreement and may result in termination of employment with his Employer.

8.12 EMTI and Seafarer recognize that this Agreement does not create any actual or apparent partnership, franchise or relationship of employer and employee between the Parties. Although EMTI shall cooperate with EMA to facilitate an employment relationship between the Seafarer and Employer, any and all employment salaries and benefits that Seafarer might earn shall be determined and established pursuant to an employment agreement between the Seafarer and the Employer. The Employer shall have the full responsibility to provide whatever salaries and benefits might be owed to Seafarer pursuant to its employment agreement with Seafarer and EMTI does not guaranty the performance of the Employer under such agreement and shall have no financial or other responsibilities, obligations, or duties whatsoever to Seafarer under such employment agreement.

8.13 The Seafarer shall have three (3) jointly and severally liable Guarantors who shall each absolutely, irrevocably and unconditionally guarantee (as a primary obligor joint Guarantor) the due and punctual payment by the Seafarer to EMTI of the full balance amount of the “MonthlyStipend” loan as well as the Academic Facilitation Advanced Payment in the manner agreed under

የመርከበኛው ይሆናል።

7.5 መርከበኛው ከፍተኛ ማዕረግ ለማግኘት የሚያስፈልጉትን የከፍተኛ ደረጃ ስልጠና (የማኔጅመንት ደረጃ) ወጪዎችን የመሸፈን ኃላፊነት አለበት።

7.6 የጉዞ ሰነዶችን ለመጠበቅና መርከበኛውን ለቀጣይ ቅጥር በጊዜ ለማዘጋጀት ሲባል መርከበኛው ከቅጥር መልስ ወደ ኢትዮጵያ ተመልሶ ሪፖርት በማድረግ አዲስ አበባ በሚገኘዉ የኢ.ማ.ማ.ተ. ጽሕፈት ቤት የጉዞ ሰነዶቹን የማስቀመጥ ግዴታ አለበት። መርከበኛዉ በዚህ ስምምነት ክፍል 4.6 ላይ በተቀመጡት ሁኔታዎች መሰረትና ፓስፖርቱ እንዲሰጠዉ ኢ.ማ.ማ.ተ.ን በመጠየቅ ሊወስድ ይችላል።

አንቀፅ ስምንት

ጠቅላላ ደንቦችና ሁኔታዎች

8.1 መርከበኛው የኢ.ማ.ማ.ተ.ን የስነ-ምግባር ደንብ እንዲሁም የዚህን ውል ደንቦች እናሁኔታዎችን የማክበር ግዴታ አለበት። ኢ.ማ.ማ.ተ. መርከበኛው አስፈላጊውን የትምህርት ደረጃ ባለሟሟላቱ፣ ትምህርቱን በስምምነቱ በተመለከተው ጊዜ

Article 7.2 of this Agreement. Each Guarantor shall sign a contract of Guarantee wherein the maximum liability of each Guarantor shall be expressly stated to be US$33,816(thirty three thousand eight hundred sixteen US Dollars). Two of the three required Guarantors must be a family member (who shall be related to the Seafarer to the third degree by consanguinity or affinity) of the Seafarer. The remaining Guarantor must be a Seafarer Colleague who in the past was or currently is enrolled with EMTI pursuant to an agreement such as this Enrollment Agreement, who may be required to produce security such as, but not limted to, a bank guarantee. The seafearer also agrees to stand surety as acadet guarantor to another candidate enrolled under such Enrollment Agreement against breach of the terms of the enrollment agreement by providing secutity such as, but not limited to, a bank guarantee.

ARTICLE-NINE

Effect of Invalid or Unenforceable Provisions

If any provision of this Agreement is held by any court or other competent authority to be invalid or unenforceable in whole or in part, this Agreement shall continue to be valid as to its other provisions and the remainder of the

ለመጨረስ ባለመቻሉ፣ በስነምግባር ጉድለቱ፣ ህገወጥ ነገሮችን በመጠቀሙ፣ አልኮል በመውሰዱ፣ ለመርከበኝነት ብቁ ከመሆን የሚያግድ የጤና ሁኔታ በማጋጠሙ፣ ወይም ይህንን የቅበላ ስምምነት ባለማክበሩ ምክንያት የመርከበኛውን ቅበላ የማቋረጥ መብቱ የተጠበቀ ነው።

8.2 ኢ.ማ.ማ.ተ. ቅድመ ግምገማዎችን እንዲያደርግ በማንኛዉም ጊዜ መርከበኛዉን ሊያዘዉ ይችላል። መርከበኛዉ ቅድመ ግምገማዎችን ለማድረግ ካልፈቀደ ይህ ስምምነት የሚቋረጥ ሆኖ በተጨማሪም መርከበኛዉ የትምህርት ማመቻቻ የቅድሚያ ክፍያዉንና ሊጠየቅ የሚችል ካሳን ጨምሮ ኢ.ማ.ማ.ተ. የሸፈናቸዉን ወጪዎች መልሶ እንዲከፍል ይገደዳል። ለዚህ ክፍል 8.2 ዓላማየመርከበኛዉ በምርመራ ቦታዉና ሰዓት በማንኛዉም ምክንያት አለመገኘት ቅድመ ግምገማዎቹን ለማድረግ አለመፍቀድ ተደርጎ ይወሰዳል። መርከበኛው ቅድመ ግምገማዎችን ለማድረግ ፈቃደኛ ካልሆነ ኢ.ማ.ማ.ተ.መርከበኛዉን ከመርሀ ግብሩ የማባረርና ለመርከበኛዉ ያወጣቸዉን ወጪዎችና የሰጣቸዉን ብድሮችን የማስመለስ ሙሉ መብት አለዉ።

affected provision, unless it can be concluded from the circumstances that, in the absence of the provision found to be null and void, the Parties would not have concluded this Agreement. The Parties shall use all reasonable efforts to replace all provisions found to be null and void by provisions that are valid under the applicable law and come closest to their original intention.

ARTICLE-TEN

Governing Law

This Agreement shall be governed by the laws of the Federal Democratic Republic of Ethiopia. For violations of this Agreement, legal actions may be taken, as found necessary, against the Seafarer and Seafarer's Guarantors according to the laws of the Federal Democratic Republic of Ethiopia (also referred to as "FDRE").If Seafarer seeks foreign residence while in violation of the terms of this Agreement, Seafarer consents that this Agreement shall be fully enforceable under the laws of such foreign jurisdiction that the Seafarer resides. Any damages associated with Seafarer deserting during Active Months with Employer shall be subject to applicable restitution.

ARTICLE ELEVEN

Language

In case of any dispute between the English and Amharic version of this Agreement, the English version will be have the final determination on the intent of the Parties.

8.3 መርከበኛው ለኢ.ማ.ማ.ተ. በሚሰጣቸው ቃለመጠይቆች፣ መጠይቆች፣ ማመልከቻዎች እንዲሁም ሌሎች ማንኛቸውም ገለፃዎች እስከሚያውቀው ድረስ የተሟላ እና ትክክለኛ መረጃ የመስጠት ግዴታ አለበት።

8.4 ወገኖቹ ኢሜይልን እንደ ዋነኛ የመልእክት መለዋወጫ መንገዳቸዉ ሊጠቀሙት ተስማምተዋል። መርከበኛዉ የአሁኑን የኢሜይል አድራሻዉን ለኢ.ማ.ማ.ተ. የማሳወቅ፣ የኢሜይል አድራሻዉን ሲቀይር ለኢ.ማ.ማ.ተ. የማሳወቅና ኢሜይሉን በመደበኛነት የማየት ግዴታ አለዉ። ማንኛዉም ደብዳቤ፣ ማስጠንቀቂያ ወይም መልእክት መርከበኛዉ በሰጠዉ የኢሜይል አድራሻ ከተላከ እንደደረሰ ይቆጠራል።

8.5 ከትምህርት ቅበላ በፊት መርከበኛው ለሌሎች ኩባንያዎች ወይም ድርጅቶች እንዲሰራ የሚያስገድዱት የውል ወይም የህግ ግዴታዎች መኖራቸውን በሙሉ መግለፅ አለበት። ትክክለኛ መረጃ አለመስጠት የመርከበኛውን መባረር ሊያስከትል ይችላል። መርከበኛው በቸልተኝነቱ መሰረት በዚህ ስምምነት መሰረት ያለበትን የተሟላና ትክክለኛ መረጃ የመስጠት ግዴታ ባለመወጣቱ

SIGNATURES

This Agreement is signed on____

[DAY/MONTH/YEAR]

____

AUTHORIZED EMTI SIGNATORY

____

FOR SEAFARER፡ I hereby certify with my signature that I have read, understood and accepted the terms and conditions of the enrollment as stated above.

____

SEAFARER NAME SIGNATURE DATE [DAY/MONTH/YEAR]

SEAFARER OFFICIAL DETAILS፡

Residential Address:________________________

Telephone No:________________________

Email:________________________

Marital Status:________________________

በኢ.ማ.ማ.ተ. እና አጋሮቹ፣ በወራሾቹ፣ እንዲሁም በወኪሎቹ ላይ የሚደርስን ጉዳት የመካስ እንዲሁም ከጉዳት የመጠበቅ ግዴታ አለበት፡፡

8.6 መርከበኛው ፈተናዎችን ኢ.ማ.ማ.ተ. እና አ.ማ.ድ. በሚያስቀምጧቸው መስፈርቶች መሰረት አጥጋቢ የማለፍያ ነጥቦችን በማግኘት ማለፍ አለበት፡፡

8.7 መርከበኛው የማሪታይም ትምህርቱን ሳያጠናቅቅ ቢያቋርጥ ወይም ከላይ የተቀመጡትን ግዴታዎች ባያሟላ በኢትዮጵያ ጠቅላላ የውል ህግ ድንጋጌዎች እንዲሁም በዚህ ስምምነት ድንጋጌዎች መሰረት የትምህርት ማመቻቻ የቅድሚያ ክፍያ ጨምሮ ሁሉንም በኢ.ማ.ማ.ተ. የተሸፈኑ ወጪዎች እና የተሰጡ ብድሮችን የመመለስ እንዲሁም ሊጠየቅ የሚችለውን ካሳ የመክፈል ግዴታ አለበት፡፡

8.8 የመርከበኛው አሰሪ መርከበኛውን በደካማ አፈፃፀሙ፣ የአሰሪውን ህጎች፣ ደንቦች እና ፖሊሲዎች በመጣሱ፣ ህጎችን በመተላለፉ፣ በስነ-ምግባር ጉድለቱ፣ ህገወጥ ነገሮችን በመጠቀሙ እና አልኮል በመውሰዱ ጨምሮ በህጋዊ ምክንያት ቢያባርረው መርከበኛው የመመለሻውን እና በክፍል 8.7 የተቀመጡትን ወጪዎች የመክፈል ግዴታ ይኖርበታል፡፡

SPOUSE

Name: ____________________________

Address: ____________________________

____

Tel: ____________________________

Signature: ____________________________

Date: ____________________________

Name/Type of Identification Document:____________________________

Identification Document No:____________________________

WITNESSES

PRINTED NAME

1____________________________

Address:____________________________

Date:____________________________

Signature: ____________________________

2. ____________________________

Address:____________________________

Date:____________________________

Signature:____________________________

8.9 መርከበኛው በመርከብ ጉዞ ውሉ ላይ የተቀመጠውን ጊዜ ሳይጨርስ የመርከብ ጉዞውን አቋርጦ ከመርከቡ ወርዶ መመለስ ቢፈልግ የመመለሻ ወጪዎቹን በሙሉ የሚችለው እራሱ ይሆናል።

8.10 መርከበኛው በዚህ ስምምነት ክፍል 7.2 ላይ በተቀመጠዉ መሰረት የትምህርት ማመቻቻ የቅድሚያ ክፍያዉን በማንኛዉም ምክንያት ለመላክ እራሱን እንዳይችል ካደረገ ሁሉንም በኢ.ማ.ማ.ተ. የተሸፈኑ ወጪዎች እና የተሰጡ ብድሮች የትምህርት ማመቻቻ የቅድሚያ ክፍያዉንም ጨምሮ የመመለስ እንዲሁም ሊጠየቅ የሚችለውን ካሳ የመክፈል ግዴታ ይኖርበታል።

8.11 መርከበኛው በክፍል ሰባት መሰረት ክፍያዎቹን ወደ አገርቤት የመላክ እንዲሁም በክፍል ሰባት የተቀመጡትን ግዴታዎቹን በአግባቡ ለመርከቡ ከፍተኛ ኃላፊዎች የማሳወቅ ግዴታ አለበት። የመርከበኛው በአንቀፅ ሰባት የተቀመጡትን ግዴታዎቹንና ኃላፊነቶቹን አለመወጣት የዚህ ስምምነት ጥሰት ሲሆን ከአሰሪው ጋር ያለውን የስራ ግንኙነት መቋረጥን ሊያስከትል ይችላል።

8.12 ኢ.ማ.ማ.ተ. እና መርከበኛው ይህ

	ስምምነት በወገኖቹ መካከል ምንም አይነት የእንደራሴነት፣ ሽርክና፣ ፍራንቻይዝ ወይም አሰሪና ሰራተኛ ግንኙነትን እንደማይፈጥር ይገነዘባሉ። ኢ.ማ.ማ.ተ. ከኢ.ኤም.ኤ. ጋር በመተባበር በመርከበኛውና በአሰሪው መካከል የስራ ግንኙነትን የሚያመቻቹ ቢሆንም መርከበኛው በስራው ከሚያገኘው ደሞዝ እና ጥቅማ ጥቅም ጋር የተያያዘ ማንኛውም እና ሁሉም ጉዳይ የሚመሰረተው እና የሚወሰነው በመርከበኛው እና በአሰሪው መካከል በሚገባው የስራ ውል መሰረት ነው። አሰሪው በስራ ውሉ መሰረት መርከበኛው የሚገባውን ማንኛውም ደሞዝ እና ጥቅማ ጥቅም የመክፈል ሙሉ ግዴታ ያለበት ሲሆን ኢ.ማ.ማ.ተ. አሰሪው ይህንን ግዴታውን ስለመወጣቱ ምንም አይነት ዋስትና የማይሰጥ ሲሆን በስራ ውሉ ለመርከበኛው የገንዘብም ሆነ ሌላ ኃላፊነትም ሆነ ግዴታ የለበትም። 8.13 መርከበኛው ለኢ.ማ.ማ.ተ. መክፈል ለሚኖርበት በክፍል 7.2 በተገለፀው መሰረት ”የወር አበል“ ብድር እንዲሁም የትምህርት ማመቻቻ የቅድሚያ ክፍያ በወቅቱ ስለመከፈሉ እያንዳንዳቸው ሙሉ፣ የማይሻር እና ያለቅድመ ሁኔታ ዋስ የሚሆኑ (እንደ

ዋና የጋራ ዋስ) የጋራ እና የተናጠል ኃላፊነት ያላቸው ሶስት (3) ዋሶች ሊኖሩት ይገባል። እያንዳንዱ ዋስ ከፍተኛ የዋስትና መጠኑ 33,816የአሜሪካ ዶላር (ሰላሳ ሶስት ሺ ስምንት መቶ አስራ ስድስት የአሜሪካ ዶላር)የሆነ የዋስትና ዉል መፈረም አለበት። ከዋሶቹ ሁለቱ የመርከበኛዉ የቤተሰብ አባል (እስከ 3ኛ ደረጃ የስጋ ወይም የጋብቻ ዝምድና ሊኖረዉ የሚገባ) መሆን ይኖርባቸዋል። ቀሪው ዋስ ደግሞ ከዚህ በፊት ወይም በአሁኑ ጊዜ በኢ.ማ.ማ.ተ. በዚህ አይነት የቅበላ ስምምነት መሰረት የተመዘገቡ የመርከበኛዉ ጓድ መሆን አለበት።የመርከበኛው ጓድ እንደዋስትና ፡ የባንክ ዋስትናን ጨምሮ፤ መያዣ እንዲያመጣ ሊጠየቅ ይችላል። በተመሳሳይ መረከበኛው ለጓዱ ፤የባንክ ዋስትናን ጨምሮ፡ መያዣ በማቅረብ ወስትና ለመስጠት ተስማምቷል።

አንቀፅ ዘጠኝ

ፈራሽ የሆኑ ወይም የማይፈፀሙ ድንጋጌዎች ዉጤት

ከዚህ ዉል ዉስጥ ካሉት ድንጋጌዎች ዉስጥ ማንኛዉም ድንጋጌ በፍርድ ቤት ወይም ሌላ ስልጣን ባለዉ አካል በሙሉ

	ወይም በከፊል ፈራሽ ወይም የማይፈፀም ነዉ ከተባለ ሌሎቹ የዉሉ ድንጋጌዎች ተፈፃሚነታቸዉ ይቀጥላል፡፡ ይሁን እንጂ ከሁኔታዎቹ ፈራሽ ወይም የማይፈፀም ነዉ የተባለዉ ድንጋጌ ባይኖር ኖሮ ወገኖቹ ዉሉን አይፈርሙም ነበር ከተባለ ይህ ደንብ ተፈፃሚነት አይኖረዉም፡፡ ወገኖቹ ተፈፃሚነት ካለዉ ህግ አንፃር ፈራሽ ወይም የማይፈፀም ነዉ የተባለዉን ድንጋጌ በሚፀና ደንብ ለመተካትና ወደ መጀመርያ ሃሳባቸዉ ለመጠጋት ምክንያታዊ የሆኑ ሁሉንም ጥረቶች ማድረግ አለባቸዉ፡፡ **አንቀፅ አስር** <u>ገዢ ህግ</u> ይህ ስምምነት በኢትዮጵያ ፌደራላዊ ዴሞክራሲያዊ ሪፐብሊክ ህጎች የሚገዛ ይሆናል፡፡ ይህ ስምምነት በሚጣስበት ጊዜ በኢትዮጵያ ፌደራላዊ ዴሞክራሲያዊ ሪፐብሊክ (ኢ.ፌ.ዴ.ሪ እየተባለ የሚጠራ) ህጎች መሰረት በመርከበኛዉ ወይም በዋሶቹ ላይ አስፈላጊ ሆነዉ የተገኙ ህጋዊ እርምጃዎች ሊወሰዱ ይችላሉ፡፡ መርከበኛዉ ይህን ስምምነት በጣሰበት ጊዜ የዉጪ አገር ኗሪ ከሆነ ኗሪ በሆነበት የዉጭ አገር ህጎች መሰረትም ይህ ስምምነት ተፈፃሚ እንደሚሆን መርከበኛዉ ተስማምቷል፡፡ መርከበኛዉ በስራ ወራት ስራዉን ጥሎ ከመሄዱ ጋር የተያያዘ ኪሳራ ተመላሽ ሊሆን ይችላል፡፡

	አንቀፅ አስራ አንድ **<u>ቋንቋ</u>** **በዚህ ስምምንት እንግሊዘኛና አማርኛ ቅጂዎች መካከል መጣረስ ካለ የእንግሊዘኛዉ ቅጂ የወገኖቹን ሀሳብ ለማወቅ የመጨረሻዉ መወሰኛ ይሆናል።** **<u>ፊርማዎች</u>** **ይህ ስምምነት በ ____________________ __________ (ቀን/ወር/ዓመተ ምህረት) ተፈረመ።** _________________________ **ሰልጣን ያለዉ የኢ.ማ.ማ.ተ ፈራሚ** **ለመርከበኛው፡ በዚህ ስምምነት የተገለፁትን የቅበላ ደንቦች እና ሁኔታዎች ማንበቤን፣ መረዳቴን እና መቀበሌን በፊርማዬ አረጋግጣለሁ።** ____________________________ _____________ _____________ **የመርከበኛው ስምና ፊርማ ቀን (ቀን/ወር/ዓመተ ምህረት)**

	የመርከበኛው ይፋዊ መረጃዎች የመኖሪያ አድራሻ____________________ ______________________________ ስልክ ቁጥር______________________ ኢሜይል ______________________ የጋብቻ ሁኔታ______________________ ተጋቢ ስም ______________________ አድራሻ______________________ ስልክ ቁጥር______________________ ፊርማ ______________________ ቀን______________________ የመታወቂያ ሰነድ ስም/አይነት___________ የመታወቂያ ቁጥር____________________ **<u>ምስክሮች</u>** 1.ስም______________________ አድራሻ___________________________ _______________________ ቀን______________________ ፊርማ______________________

	2.ስም_______________________ አድራሻ_____________________________ _________________________ ቀን_______________________ ፊርማ _______________________