CONTRACT OF GUARANTEE

This Contract of Guarantee is made on this day, ____________________, by and between the

Ethiopian Maritime Training Institute Share Company, Address: Tracon Tower 8th Floor, Churchill Road Addis Ababa,Hereinafter referred to as **"EMTI",**

And

1.____________________________
(hereafter referred as GUARANTOR 1)
Address: ________________________
2.____________________________
(hereafter referred as GUARANTOR 2)
Address: __________________________
Hereinafter will be referred to as **"Guarantors".**

WHEREAS, the EMTI and ______________________________,
hereinafter referred to as the "**Seafarer**" have signed an Enrollment Agreement for Maritime Education and Career Development as

የዋስትና ውል

ይህ የዋስትና ውል **በኢትዮጵያ ማሪታይም ማሰልጠኛ ኢንስቲትዩት አ.ማ**. አድራሻ አ.አ ቸርቸል ጎዳና ትራኮን ህንጻ 8ኛ ፎቅ (ከዚህ ቀጥሎ ‹‹ኢ.ማ.ማ.ተ.›› እየተባለ የሚጠራው) በአንድ በኩል፤

በሌላ በኩል ደግሞ

1. **በአቶ/ወ/ሮ______________________ ___(ከዚህ በኋላ ዋስ-1 በሚባሉት)**

አድራሻ ____________________________

2. **በአቶ/ወ/ሮ ______________________(ከዚህ በኋላ ዋስ-2 በሚባሉት)**

አድራሻ ____________________________

(ከዚህ በኋላ ሶስቱም በአንድነት **ዋሶች** ተብሎ በሚጠሩት) መካከል ዛሬ ----------------- ቀን 20 ----- ዓ.ም ተደርጓል፡፡

ኢ.ማ.ማ.ተ እና አቶ/ወ/ሪት

a_________________________ dated_______________,	________________________ (ከዚህ በኋላ መርከበኛ ተብለው የሚጠሩት) የማሪታይም ትምህርትና ሙያ መበልፀግ ቀበላ ስምምነት በ_________/__________/___________ዓ.ም ለ__________________ ትምህርት መዋዋላቸውን ተከትሎ፤
WHEREAS, it has become necessary to sign a Contract of Guarantee for the re-imbursement of the Academic Facilitation Advanced Payment of USD _______________________________________ that will be incurred by EMTI for the -________________________ training to be given to the Seafarer.	ኢ.ማ.ማ.ተ ከመርከበኛው ጋር ባደረገው የማሪታይም ትምህርትና ሙያ መበልፀግ ቀበላ ስምምነት መሰረት የመርከበኛውን የስልጠናውን ወጪ ለመሸፈን ፈቃደኛ በመሆኑ፤
WHEREAS the EMTI is willing to cover, the training costs in accordance with the terms and conditions set forth in the Enrollment Agreement for Maritime Education and Career development;	
WHEREAS, the guarantors have agreed to secure the payment of the Academic Facilitation Advanced Payment and the monthly/weekly stipend loan that will be covered by the EMTI,	ዋሶቹ መርከበኛው ለኢ.ማ.ማ.ተ. መክፈል ለሚኖርበት የወር/የሳምንት አበል ብድር እንዲሁም የትምህርት ማመቻቻ የቅድሚያ ክፍያ በስምምነቱ መሰረት ስለመከፈሉ ዋስ ለመሆን በመስማማታቸው፤
WHEREAS, it is being clear that where the seafarer decides not to report to work arranged for her/him by the EMTI after the completion of the training or defects from her/his job after commencing the work, it will obviously jeopardize the achievement of EMTI's goal;	መርከበኛው ስልጠናውን ከጨረሰ በኋላ ኢ.ማ.ማ.ተ በሚያመቻቸለት የስራ መደብ ሪፖርት በማድረግ ለመቀጠር ፈቃደኛ ሳይሆን ቢቀር ወይም ስራውን ከጀመረ በኋላ ከስራ ገበታው ላይ ቢጠፋ ኢኤምቲአይ በዚህ ውል አማካኝነት ሊደርስበት ያሰበው ግብ ላይ
WHEREAS, it is necessary to ensure repayment of the Academic Facilitation Advanced Payment that will be covered by the EMTI to train the Seafarer and the two Guarantors hereby agreed to be jointly and	

severally liable for the payment of the Academic Facilitation Advanced Payment that will be covered by the EMTI,

NOW, THEREFORE, the parties hereto have made the following agreement:

Article 1
Definitions

"**EnrollmentAgreement**" shall mean Enrollment Agreement for Marine Education and Career Development entered between the Seafarer and EMTI.

"**Maritime Education**" shall mean marine studies training provided by EMTI or its cooperating partner as provided in the Enrollment Agreement.

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

"Guarantors" shall mean family members of the Seafarer who are related to the Seafarer to the third-degree by consanguinity or affinity.

"**PredictiveAssessments**" 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

መድረስ የማይችል መሆኑ ግልጽ በመሆኑ፤

ኢ.ማ.ማ.ተ መርከበኛውን ለማሰልጠን የሚያወጣው ወጪ ተመልሶ የሚከፈል መሆኑን ማረጋገጥ በማስፈለጉና ዋሶቹም በአንድነትና በነጠላ ሃላፊነት ኢ.ማ.ማ.ተ መርከበኛውን ለማሰልጠን የሚያወጣውን ውጪ ለመተካት የዋስትና ግዴታ ለመግባት የተስማሙ በመሆኑ ይህ ውል ከዚህ በታች በተመለከቱት ዝርዝር ድንጋጌዎች መሰረት ተደርጓል።

አንቀጽ አንድ
ትርጓሜ

“የቅበላ ስምምነት” ማለት የማሪታይም ትምህርትና ሙያ መበልፀግ ቅበላ ለመስጠት በመርከበኛው እና በኢ.ማ.ማ.ተ መካከል የተደረገ ስምምነት ነው።

“የማሪታይም ትምህርት” ማለት በኢ.ማ.ማ.ተ. ወይም በቅበላ ስምምነቱ እንደተገለጸው የኢ.ማ.ማ.ተ. ተባባሪ አጋር በሆነ ድርጅት የሚሰጥ የማሪን ትምህርት ነው።

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.

Article 2
Purpose of the Agreement

This contract of guarantee is made for the Guarantors to provide a guarantee for the payment of the whole monthly/weekly stipend loan and Academic Facilitation Advanced Payment that will be covered by the EMTI.

Article 3
Obligation of the Guarantors

1. The Guarantors hereby agreed to stand as “jointly and severally liable guarantors” as provided under the Ethiopian Civil Code.
2. The Guarantors irrevocably and unconditionally guarantee the due and punctual payment by the Seafarer to EMTI of the full balance amount of the monthly/weekly stipend loan as well as the Academic Facilitation Advanced Payment in accordance with the terms and conditions set forth in the Enrollment Agreement.

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

“ዋሶች” ማለት የመርከበኛዉ የቤተሰብ አባል ሆነው ለመርከበኛው እስከ 3ኛ ደረጃ የስጋ ወይም የጋብቻ ዝምድና ያላቸው 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 በማሪታይም ኢንዱስትሪው ያላቸውን መልካም ስም ለማስጠበቅ እንዲሁም የመርከበኞችን የመክዳት እድልን ለመቀነስ በማለት ነው፡፡

<u>አንቀጽ ሁለት</u>

<u>የውሉ አላማ</u>

ይህ የዋስትና ውል የተደረገው ኢ.ማ.ማ.ተ ለመርከበኛው ስልጠና በቅድሚያ ያወጣውንና

3. The Guarantors undertake to pay the EMTI the full balance amount of the monthly/weekly stipend loan and the Academic Facilitation Advanced Payment if Seafarer is unable or unwilling to pay EMTI in accordance with the payment terms set in the Enrollment Agreement for whatever reason upon simple demand by the EMTI. 4. It is stipulated under this agreement that the total liability of the guarantors by virtue of this Agreement whatsoever shall not exceed USD ______________________________. To this effect, the two Guarantors shall be jointly and severally liable for the payment to the extent of the above described amount. **Article 4** **Right of the EMTI** EMTI can at its discretion require the Guarantors jointly and severally to pay the loan provided to the Seafarer as weekly or monthly stipend and the Academic Facilitation Advanced Payment actually utilized by the Seafarer or part thereof if not utilized in full for any one of the following reasons; 4.1 If the Seafarer is dismissed, with or	በመርከበኛው ተመላሽ ሳይደረግለት የቀረውን የወር/የሳምንት አበል ብድር እንዲሁም የትምህርት ማመቻቻ ወጪ ለኢኤምቲአይ የሚመልሱበትን ሁኔታ ለመደንገግ ነው፡፡ **<u>አንቀጽ ሶስት</u>** **<u>የዋሶቹ ግዴታዎች</u>** 1. ዋሶቹ በኢትዮጵያ የፍትሐብሄር ህግ በተደነገገው መሰረት የአንድነትና የነጠላ ዋሶች ለመሆን ግዴታ ገብተዋል፡፡ 2. ዋሶቹ በማይሻር እና ያለምንም ቅድመ ሁኔታ መርከበኛው ሙሉውን የወር/የሳምንት አበል ብድር እንዲሁም የትምህርት ማመቻቻ የቅድሚያ ክፍያ በቀበላ ስምምነቱ መሰረት በአግባቡ እና ጊዜውን ሳያሳልፍ ለኢ.ማ.ማ.ተ እንደሚከፍል ዋስትና ገብተዋል፡፡ 3. ኢኤምቲአይ መርከበኛውን ለማሰልጠን ያወጣውን የወር/የሳምንት አበል ብድር እንዲሁም የትምህርት ማመቻቻ የቅድሚያ ክፍያ ወጪ መርከበኛው በማናቸውም ምክንያት ለኢኤምቲአይ

without notice, from the training program for improper conduct, failure to observe the rules and regulations of the training program, inability to follow the training program or for any other reason that justifies the dismissal.

4.2 If the seafarer terminates the training without completion or if the Seafarer upon completion of the training course refuses the employment placed by the EMTI.

4.3 If the Enrollment agreement is terminated as the result of the Seafarer's refusal to take Predictive Assessment tests. For the purpose of this Article, 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.

4.4 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,

4.5 If the seafarer requests to be disembarked and repatriated during his sailing contract before the end of his

በቅበላ ስምምነቱ ላይ በተደነገገው መሰረት ለመተካት ካልቻለ ወይም ፈቃደኛ ካልሆነ ዋሶቹ ይህንኑ የስልጠና ወጪ እንዲተኩ በኢኤምቲአይ እንደተጠየቁ የስልጠናውን ወጪ ለኢኤምቲአይ ለመክፈል ግዴታ ገብተዋል።

4. በዚህ ውል አማካኝነት ዋሶቹ በአንድነትና በነጠላ ኃላፊነት ለኢኤምቲአይ የሚከፍሉት የስልጠና ወጪ በማናቸውም ሁኔታ ከ __________________ የአሜሪካን ዶላር ሊበልጥ አይችልም።

አንቀጽ አራት

የኢኤምቲአይ መብቶች

ከዚህ በታች ከተዘረዘሩት ማንኛውም ምክንያቶች መሰረት ኢኤምቲአይ በራሱ የተናጠል ውሳኔ መርከበኛው ስልጠናውን እስከተከታተለበት ጊዜ ድረስ የተጠቀመበትን የወር/የሳምንት አበል ብድር እንዲሁም የትምህርት ማመቻቻ የቅድሚያ ክፍያ ወጪ ዋሶቹ በአንድነትና በነጠላ ኃላፊነት እንዲተኩ

contract period,

4.6 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 the Enrollment Agreement.

4.7 If the Seafarer breaches any of its obligations set under the Enrollment Agreement.

EMTI may bring a civil action against the guarantors jointly or severally without previously demanding payment from the seafarer as per article 1933 of the Ethiopian Civil Code.

Article 5
General Provisions

The Guarantors also bind themselves not to create any right of pledge, mortgage or any other rights against the security guaranteed under this contract. This contract of guarantee is binding on the parties as it is a law and will serve as conclusive evidence, as between the parties to it, of the agreement therein contained and the date it bears as per articles 1731 and 2005 of the Ethiopian Civil Code.

Article 6

የመጠየቅ መብት ይኖረዋል።

4.1 መርከበኛው ተገቢ ያልሆኑ ባህሪዎችን በሚያሳይበት ጊዜ ወይም የስልጠናውን ደንቦችና ህጎች በሚተላለፍበት ጊዜ ወይም ስልጠናውን ለመከታተል አለመቻሉ በተረጋገጠበት ጊዜ ወይም በሌሎች በቂ ምክንያቶች በማስጠንቀቂያ ወይም ያለማስጠንቀቂያ ከስልጠናው ሲሰናበት።

4.2 መርከበኛው ስልጠናውን ከማጠናቀቁ በፊት በራሱ ውሳኔ ስልጠናውን ካቋረጠ ወይም ስልጠናውን አጠናቆ በኢኤምቲአይ የተዘጋጀለትን የስራ ቅጥር ለመቀበል ፈቃደኛ ካልሆነ።

4.3 መርከበኛው ቅድመ ግምገማዎችን ለማድረግ ፍቃደኛ ባለመሆኑ የቅበላ ስምምነቱ ሲፈርስ። ለዚህ አንቀጽ ዓላማ የመርከበኛዉ በምርመራ በታዉና ሰዓት በማንኛዉም ምክንያት አለመገኘት ቅድመ ግምገማዎቹን ለማድረግ አለመፍቀድ ተደርጎ ይወሰዳል።

4.4 የመርከበኛው አሰሪ መርከበኛውን በደካማ አፈፃፀሙ፣ የአሰሪውን ህጎች፣

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.

We, the guarantors, have read and understood the terms of this guarantee contract and signed with our full knowledge and responsibility.

The Contracting parties hereby agreed to respect the provisions of the foregoing Guarantee Agreement.

In witness where of the parties to this contract and the below mentioned witnesses have signed this contract in the place, year and date first above specified.

____

Authorized EMTI Representative

GUARANTOR 1

Name: ______________________

Address: ____________________

Tel: _________________________

ደንቦች እና ፖሊሲዎች በመጣሱ፣ ህጎችን በመተላለፉ፣ በስነ-ምግባር ጉድለቱ፣ ህገወጥ ነገሮችን በመጠቀሙ እና አልኮል በመውሰዱ ጨምሮ በህጋዊ ምክንያት መርከበኛውን ከስራው ካሰናበተው።

4.5 መርከበኛው በመርከብ ጉዞ ውስ ላይ የተቀመጠውን ጊዜ ሳይጨርስ የመርከብ ጉዞውን አቋርጦ ከመርከቡ ከተመለሰ።

4.6 መርከበኛው የትምህርት ማመቻቻ የቅድሚያ ክፍያዉን በቅበላ ስምምነቱ ላይ በተደነገገው መሰረት በማንኛዉም ምክንያት ለመላክ እራሱን እንዳይቸል ካደረገ።

4.7 መርከበኛው በቅበላ ውስ ላይ የተቀመጡትን ማንኛውንም ግዴታዎቹን ሳይወጣ ከቀረ።

ኢኤምቲአይ በኢትዮጵያ የፍ/ብ/ሕ/ቁ. 1933 በተደነገገው መሰረት ዋና ባለእዳ የሆነው መርከበኛው ክፍያውን እንዲፈጽም በቅድሚያ መጠየቅ ሳያስፈልገው የአንድነትና የነጠላ ዋሶቹ ክፍያውን እንዲፈጽሙ በመጠየቅ በዋሶቹ ላይ በቀጥታ ክስ የማቅረብ መብት

Signature: ______________________

Date: ___________________________

GUARANTOR 1 SPOUSE

Name: _________________________________

Address: ______________________

Tel: ____________________________

Signature: ______________________

Date: ___________________________

<u>GUARANTOR 2</u>

Name: __________________________

Address: ______________________

Tel: ____________________________

Signature: ______________________

Date: ___________________________

GUARANTOR 2 SPOUSE

Name: __________________________

Address: ______________________

Tel: ____________________________

Signature: ______________________

Date: ___________________________

<u>WITNESSES</u>

1______________________

ይኖረዋል፡፡

<u>አንቀጽ አምስት</u>

<u>አጠቃላይ ድንጋጌዎች</u>

ዋሶቹ ለዚህ ውል መልካም አፈጻጸም በመያዣነት በሰጧቸው ንብረቶች ላይ ሌሎች ወገኖች የመያዣ ወይም ሌሎች መብቶች እንዳያገኙ ለማድረግ ግዴታ ገብተዋል፡፡ ይህ የዋስትና ውል በላዩ ስለሰፈሩት ቃሎቻና ሀረጎች እንዲሁም በላዩ ስለተጻፈው ቀን በተዋዋይ ወገኖች መካከል ሙሉ እምነት የሚጣልበት ማስረጃ በመሆን ግራ ቀኙን በኢትዮጵያ የፍ/ብ/ሕ/ቁ. 1731 እና 2005 መሰረት ህግ ሆኖ የሚገዛ ይሆናል፡፡

<u>አንቀጽ ስድስት</u>

<u>ቋንቋ</u>

በዚህ ስምምነት እንግሊዘኛና አማርኛ ቅጂዎች መካከል መጣረስ ካለ የእንግሊዘኛዉ ቅጂ የወገኖቹን ሀሳብ ለማወቅ የመጨረሻዉ

Address:____________________ **Date**:_______________________ **Signature**: ___________________ **2.** _________________________ **Date**:______________________ **Address**:_____________________ **Signature**:___________________	መወሰኛ ይሆናል፡፡ እኛ ዋሶች የዚህን ውል ሙሉ ድንጋጌዎች አንብበንና ተረድተን ሃላፊነት በመውሰድ ይህንን ውል በሙሉ አእምሯችንና ፈቃዳችን ፈርመናል፡፡ ተዋዋይ ወገኖች በዚህ የዋስትና ውል የተቀመጡትን ድንጋጌዎች ለማክበር ተስማምተዋል፡፡ ለዚህም ማረጋገጫ እንዲሆን ኢኤምቲአይ እና ሶስቱ ዋሶች ይህንን የዋስትና ውል ዛሬ ____________ ቀን 20 ____ ዓ.ም ____________ ከተማ እንደሚከተለው በየፊርማቸው አረጋግጠዋል፡፡ **ስለ ኢኤምቲአይ**

	ስም ____________________ ኃላፊነት ____________________ ፊርማ ____________________ የዋሶች ስምና ፊርማ 1. **ዋስ-1** ስም፡____________________ አድራሻ ____________________ ስልክ ቁ. ____________________ ፊርማ ____________________ ቀን ____________________ የዋስ-1 ባል/ሚስት ስም፡____________________ አድራሻ ____________________ ስልክ ቁ. ____________________ ፊርማ ____________________ ቀን ____________________ 2. **ዋስ-2** ስም፡____________________ አድራሻ ____________________ ስልክ ቁ. ____________________

	ፊርማ ______________________ ቀን ______________________ <u>የዋስ-2 ባል/ሚስት</u> ስም፡______________________ አድራሻ _____________________ ስልክ ቁ. ____________________ ፊርማ ______________________ ቀን ______________________ <u>የምስክሮች ስም አድራሻና ፊርማ</u> 1. ስም_________________________ አድራሻ_________________________ ቀን_________________________ ፊርማ_________________________ 2. ስም_________________________ አድራሻ_________________________ ቀን_________________________ ፊርማ _________________________