MEMORANDUM CIRCULAR NO. 66
Series of 1989

TO : ALL MANNING AGENCIES, SHIPOWNERS AND PRINCIPALS EMPLOYING FILIPINO SEAFARERS

SUBJECT : Standard Shipboard Understudy Program and Competency Development Contract

Please be informed that this Administration, after consultations with the associations of manning agencies and the seafarers' unions, has approved the adoption and use of a Standard Shipboard Understudy Program and Competency Development Contract which will govern the retraining of qualified deck and marine engine officers, senior ratings and skilled workers/technicians on board ocean-going vessels. This scheme will allow the opening up of opportunities whereby the competence and skill of Filipino seafarers are further developed and enhanced in order to alleviate the present problem of manpower shortage in the manning industry.

For purposes of this Circular, the Standard Shipboard Understudy Program and Competency Development Contract shall apply to the following:

1. Licensed Deck Officers and Marine Engineer Officers who have potentials for regular assignment on board ships of different types and tonnage from which their experience was obtained.

2. Newly-licensed Deck Officers and Marine Engineer Officers who are still to assume the position for which they are licensed.

3. Ratings who are lined-up to take up higher or responsible positions on board ships of types and tonnage different from which they have earned their previous sea experience.

4. Skilled/experienced landbased technicians/workers whose qualifications are deemed required onboard, e. g. electricians, machinists, welders, cooks, etc.
5. Licensed Mechanical, Electrical, Electronics Engineers or graduates of the 5-year Engineering Courses.

The standard understudy contract which will govern the said training scheme is hereby attached and shall form part of this Circular.

In view thereof, all shipowners, principals and manning agencies desiring to avail of the understudy program are advised to adopt and use this contract of understudy effective 05 November 1989 and to desist from using any other format of the understudy contract effective that date.

The terms and conditions provided in this understudy contract are minimum requirements acceptable to this Administration for the abovementioned training scheme. They may, therefore, be improved upon by the parties concerned should they so desire. Such amendments or improvements to this contract, however, must be put in writing annexed to the contract and submitted to the appropriate offices of POEA at the time of contract processing.

The Employment Branch of the Welfare and Employment Office, this Administration, shall monitor and provide reporting services to ensure proper implementation of this program together with other concerned units in the POEA.

For compliance.

[Signature]
Romm D. Achacoso
Administrator

18 October 1989

Philippine Overseas Employment Administration
STANDARD SHIPBOARD UNDERSTUDY PROGRAM
AND COMPETENCY DEVELOPMENT CONTRACT

This Contract is made and entered into by and between:

Filipino, _______ years old, single/married, hereinafter referred to as UNDERSTUDY:

AND

Principal/Owner with office address at ____________________________ represented herein by _____________________________. A corporation organized under Philippine laws, engaged in the manning business, and the authorized manning agent of aforementioned corporation, hereinafter referred to as the COMPANY.

BOTH PARTIES MUTUALLY AGREE THAT

1. The period of service of the Understudy covered by this Contract shall not be more than three (3) months.

2. The Understudy shall join M/V ____________________________, the vessel of the company on the date of departure until ____________________________.

3. The Company shall provide free transportation to the ship and return to the point of hire regardless of the cause of the repatriation of the Understudy.

4. The Company shall provide each Understudy an allowance equivalent to seventy-five percent (75%) of the approved rate per month for the position, but in no case shall it be less than US$200.00 per month, plus suitable accommodations and meals during the period of training.

5. The Company shall consider the Understudy as part of the crew and therefore, entitled to all privileges and coverages as a regular crew member, as provided for in the POEA Standard Employment Contract for Seafarers, except wages.
6. The Understudy shall be under the supervision of the Master or Chief Engineer. The Understudy may be appointed to the position for which he is under training even before the training duration is completed; or he may be transferred to another vessel of the company duly accredited to the herein Manning Agency; provided this latter arrangement is mutually acceptable to both parties and provided further, that the training period as further prescribed shall not be extended.

7. On or before the completion of the training period, the Understudy shall assume a regular/permanent position unless prevented by causes stated in No. 9 of this Contract and thereby the POEA Standard Employment Contract shall automatically be put into effect.

8. The Company shall enlist the full cooperation and assistance of its ship officers in order to ensure the successful implementation of this Program.

9. It is expressly understood that the Company may send or recall the Understudy to Manila for any incompetence or unbecoming conduct anytime at its discretion and with repatriation costs to be shouldered by the Shipowner/Principal. This Training Program is limited to such number of Understudies as the Company can accommodate in accordance with the vessel's Safety Equipment Certificate.

10. That after the completion of the probationary period covered by this Agreement, the Understudy shall serve the Company for two (2) terms, provided that each contract term does not exceed twelve (12) months. The Understudy, however, cannot transfer to any other company within the period of two (2) terms after the training, unless the Manning Agency opts to terminate this contract before such term.

MENLLA, PHILIPPINES, ____________________________

Understudy Company

APPROVED BY:

POEA Administering Officer

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