

Voluntary Agreement for Summer Sea Term Participation

Maine Maritime Academy (hereinafter MMA), acting by and through the United States Department of Transportation, Maritime Administration (hereinafter MARAD) will be operating the TS STATE OF MAINE (hereinafter the Vessel) for a summer sea term commencing on May 5th, 2024. The sea term will provide shipboard training to cadets as part of their chosen major and curriculum. By voluntarily signing this agreement the participating cadet pledges to comply with the orders and instructions referenced below.

1. **Vessel:** The Training Ship State of Maine (TSSOM) is the designated vessel for Summer Sea Term 2024 and referred to in this document as the vessel. The vessel is owned by the United States and in the custody of a State Maritime Academy; specifically, Maine Maritime Academy for TSSOM.
2. **Purpose of Cruise:** MMA is coordinating the summer sea term to assist cadets in meeting their training and sea-time requirements for certification as an officer in the United States Merchant Marine. MMA is permitting you as the Cadet to train aboard this Vessel for the purposes of your education and professional development.
3. **Obey the Master and Vessel Officers:** You agree that you will conduct yourself in an orderly, faithful, honest, and sober manner; you will always be diligent with respect to your activities aboard the Vessel and be obedient to the lawful commands of the master, or of any of the officers and duly appointed crew aboard the Vessel.
4. **Obey Faculty and Staff Members:** There will be faculty and staff members aboard the Vessel who will have responsibilities relating to your training and deportment aboard the Vessel (hereinafter "Faculty and Staff Members"). You agree that you will comply with the lawful directives of such Faculty and Staff Members.
5. **The TSSOM Safety Management Manual (SMM), all Regiment of Midshipmen Manuals (e.g., Regimental Manual, Regimental Disciplinary Manual, Cruise Manual, etc.) and Student Honor Code of Conduct and Responsibilities are in effect for the Summer Sea Term:** This means that you will not engage in any of the misconduct prohibited by the Manuals or by Article V of the Code and applicable appendices. You will review the Manuals and the Code before the cruise starts so that you will know what is expected and prohibited. For example, you understand that you cannot be dishonest; engage in conduct unacceptable; fight, haze or harass anyone; or engage in conduct that is hazardous or unsafe to yourself or others. The below paragraphs reinforce provisions of the applicable manuals, but the manuals should be consulted for specific details on appropriate and prohibited conduct.
6. **Policy on Officer/Crew/Cadet Relationships:** Cadets are not authorized in the staterooms of any officer or crew unless on official business. Female cadets are not authorized in second deck berthing areas unless conducting formal, announced inspections.
7. **Policy on Alcohol.** You will become familiar with the Academy's policy before the start of summer sea term so that you will know what is expected and prohibited. For example, you understand that you cannot possess alcohol onboard the training ship nor may you consume alcohol aboard the vessel. You agree not be under the influence of alcohol at any time while onboard. You further understand that whether you are under the influence of alcohol may be determined by observations of your conduct, use of a breathalyzer machine, or both.
8. **Policy on Drugs:** You will become familiar with the Academy's policy on drugs before the start of summer sea term so that you will know what is expected and prohibited. For example, you understand that you cannot possess or use any a) illegal drug, including marijuana(including medical marijuana regardless of any prescription) and any drug paraphernalia; b) prescription medication when not possessed or used as prescribed; or c) other substance or chemical that has the psychoactive or mind-altering effect of a pharmacological substance, and is possessed or used for that effect. You further understand that whether you are under the influence of such drugs may be determined by observations of your conduct, use of a drug test, or both. You recognize that Federal Law regarding illicit and illegal drugs applies aboard the training ship regardless of the laws of the state or country in which the ship is berthed or operating.

9. **Policy on Sexual Assault, Sexual Misconduct, Hazing and Harassment:** You will read and follow the TSSOM Safety Management Manual and Academy’s policies before the start of summer sea term so that you will know what is expected and prohibited. For example, you understand that you cannot pursue any sexual activities or sexual relationships of any kind aboard the ship, and that you cannot pursue any non-consensual or unlawful sexual activities off the ship during the entirety of the cruise period. Hazing and harassment will not be tolerated. The SOCP EMBARC training must be completed (with proof by certificate), by all personnel, prior to boarding. Any instances of SASH violations must be reported to the master or if the cadet(s) are not comfortable reporting the behavior to the master then the incident shall be reported to the EMBARC Designated Person Ashore, Ms. Heidi Pugliese, heidi.pugliese@mma.edu (207) 326-2761.

10. **COVID-19 and other communicable diseases:** Due to the nature of ship operations there is an increased risk of acquiring a communicable disease such as COVID-19. As such it is imperative to maintain good ship hygiene and obey the orders of crew, faculty, and staff to implement personal practices and assist others with maintaining a high degree of hygiene. By signing this agreement, you accept this risk and understand that you have the right to defer your participation in the training cruise to a future training opportunity. While onboard the vessel, continue to practice good hygiene and avoid contact with persons who have been diagnosed with the active COVID or other viruses. Note that any illness during cruise will decrease your experience, pose a risk of infection to others, and may require you to remain aboard during port-calls. Severe illnesses may require you to return home from cruise for treatment. **“Persons testing positive for COVID-19 or other communicable illnesses must follow the rules of our host country or local jurisdiction and will likely not be able to depart the ship on liberty. In the event of an outbreak of illness aboard, the host country may impose a quarantine on some or all persons aboard the vessel. Quarantine must be obeyed.”**

11. **STOP WORK AUTHORITY:** It is the responsibility of everyone onboard to stop and report any behavior or activity that poses an unnecessary risk to Health, Safety or the Environment. All instances of such behavior or any unsafe conditions aboard the ship shall be reported to your professional (non-cadet) supervisor AND the Master, immediately. If the Cadet(s) are not comfortable reporting the behavior to the master then the incident shall be reported to the Designated Person Ashore (DPA), Mr. Peter Stewart – peter.stewart@mma.edu (207) 326-2181.

12. **No Right to be On Board:** You are being allowed to participate in this voyage by MMA because of your voluntary agreement to these terms. This MMA permission can be revoked at any time. You have no legal right to be on board the Vessel for this voyage. By executing this form, you agree that MMA, may deny you access to the Vessel or remove you from the Vessel. By executing this agreement, you agree that you understand that you have no legal right to be on the Vessel.

Acknowledgment:

I have read and understood this form. I agree that acting with good behavior and in a professional manner during sea term is extremely important for the welfare of both my shipmates and me. I understand the personal, financial and academic consequences for not acting with good behavior while onboard and while in port can be seriously adverse to me. I recognize and accept the obligation to reimburse the Academy for my airfare and all related travel costs should I be dismissed from the cruise and sent home including airfare and travel costs for any chaperone should one be deemed necessary by MMA. I voluntarily sign this form as evidence of my understanding and agreements stated on this form.

Executed this _____ day of _____, 2024

Print Name:

Signature: