

Professional Development Programme in Maritime Welfare (MARI-WEL)

1. Scope of Service

The Professional Development Programme in Maritime Welfare (MARI-WEL) is made up of three modules that cover issues relating to seafarers. The programme content has been designed to enhance the knowledge and skills of those working with seafarers. The three modules are delivered by subject experts from around the world, and include:

- Module 1: International/Interagency regulation & collaboration relating to seafarers
- Module 2: Psycho-social and occupational health relating to seafarers
- Module 3: Crew & resource management and land-based welfare relating to seafarers

The intended learning outcome of the MARI-WEL programme is to provide professionals working in the maritime industry with the competence needed to assist seafarers. The modules offer relevant information relating to frameworks and working conditions, as well as enhancing participants' knowledge and skills in maritime welfare.

1.1. Definitions and General

“Party to this Agreement” – shall mean ITF Seafarers’ Trust, and World Maritime University (WMU).

“Participant” – shall mean the person, student and/or company which has requested the service and has entered into a contract/agreement for services.

2. Execution of MARI-WEL

The Professional Development Course on Maritime Welfare (MARI-WEL) comprises **8 credits of open-access continuing education** for the whole programme. Each credit represents around 25 hours of work by the student including preparation, reading, and assessment. Modules 1 and 3 carry 2 credits each, while Module 3 carries 4 credits.

2.1. Learning options

The programme is followed by distance learning with pre-recorded films of the lectures available through an e-learning platform.

The participant is not obliged to follow the given structure of the programme, although it is recommended. The participant may pay and take each module separately. A Certificate of Completion will be issued after all three modules have been successfully completed and assessed.

The **entrance requirements** are working knowledge of English as well as computer literacy sufficient to meet the distance learning demands of the programme – i.e. to be able to navigate the e-learning platform and take online examinations. It is the participants’

responsibility to ensure that they have access to a computer and internet with sufficient capacity for the requirements of this programme.

2.2. Course Modules

2.2.1. Module 1

Module 1 on **International/Interagency regulation & collaboration relating to seafarers** aims to provide knowledge on the basic principles of international and interagency relations and knowledge on the basic principles of the IMO's approach towards safety in the maritime domain. The international and administrative framework in relation to seafarer's rights and seafarers' identification will also be presented. The following contents will be provided:

- Introduction to the history of seafarers' welfare
- International and interagency collaboration (ITF, ILO, IMO, ISWAN, MtS, AOS, SRI)
- International treaties and conventions
- Criminalisation of seafarers
- Seafarers' rights
- MLC 2006 convention, background and content
- UNCLOS
- ISM
- SOLAS/ISPS
- STCW
- Flag/state/Coastal and III Code

2.2.2. Module 2

Module 2 on **Psycho-social and occupational health relating to seafarers** will provide an overview of physiological, social and psychological issues, and contemporary occupational health issues that relate to seafarers. There will be sessions where welfare work is looked at from the perspective of intervention. The following contents will be provided:

- Seafarers' welfare and life on board
- Crew resource management and crew relations
- Communication, contact with families
- Cultural diversity and faith issues
- Seafarers' health – physical and psychological health issues
- Medical care, disembarkation and repatriation
- Safety and accident prevention
- Seafarers' fatigue
- Workers' rights
- Seafarers' health and substance use
- Bullying and harassment, diversity issues
- Stress
- Stress and coping strategies

- Telemedicine maritime services
- Psychological First Aid
- Maritime Search and Rescue
- Conflict handling
- Health promotion
- Crisis management
- Piracy
- Exercise and nutrition
- Health risks, ergonomics, light and noise
- Mental health, WHO, isolation, depression and suicide
- Injured seafarers

2.2.3. Module 3

Module 3 on **Crew & resource management and land-based welfare relating to seafarers** will provide insight into crewing and human resource management land-based welfare and security and risks for seafarers that affect the well-being on-board and ashore for maritime workers. The following contents will be provided:

- Human resource management in shipping
- Crew and ship management issues
- Crewing agencies
- Seafarer welfare centre management
- Risk management for seafarers
- Contemporary maritime security challenges
- Safety and security in ports
- Port welfare committees
- Crisis management in port operations
- Crime at sea

2.3. Examination and Certificate of Completion

An examination will be given at the end of each module, which will be taken online. Module 1 and Module 3 will each be assessed by 35 questions. Module 2 will be assessed by 50 questions. Each participant must obtain at least 65% in each examination in order to pass. A participant who does not succeed in the examination on the first attempt may re-take it once more. If the participant does not succeed on the second attempt, he/she would have to re-enrol for the assessment and pay the fee again in order to be able to undertake the examination again, after further study.

2.4. Change of Content

ITF Seafarers' Trust and WMU have the right to revise and amend each programme module if necessary without prior notification.

2.5. Progression in the Programme

After having successfully completed all the requirements of the examination, participants will be awarded a Certificate of Completion of Professional Development Programme in Maritime Welfare issued by the WMU.

3. Fees

The Professional Development Programme in Maritime Welfare (MARI-WEL) is provided free of charge with the option of taking a certified examination that is charged at USD100 or as otherwise agreed between parties.

The fees must be paid before starting the examination.

4. Termination of Agreement and Cancellation

4.1. The parties shall have the right to terminate this Agreement at any time upon 30 (thirty) days written notice to the other Party and the Participant. In case of termination by WMU without any reason, the Participant will have the fees reimbursed. However, the Agreement shall terminate without fee reimbursement 18 months after enrolment if the Participant has not successfully attempted the certified examination.

4.2. After the termination of this Agreement and/or cancellation of the distance learning, WMU shall have the right to invalidate the username and/or password which has been provided to the Participant for the distance learning concerned.

4.3. The Parties reserve the discretionary right to cancel any distance learning, and shall make reasonable endeavors to inform the Participant of such cancellation with prior notice.

5. Confidentiality and Data Protection

5.1. WMU and ITF Seafarers' Trust agree to keep confidential any information they receive from the other party in the course of the Agreement which by denotation or reasonable circumstances is considered confidential to the disclosing party. The recipient shall treat such received information with reasonable care and diligence, not disseminating or disclosing it to third parties without the disclosing party's prior written consent. Notwithstanding anything to the contrary, unless otherwise provided herein, each party may share such received information with its officers, employees, affiliates or subcontractors who are subject to confidentiality obligations reflecting the principles herein.

5.2. Regardless of anything to the contrary in this Agreement, subject to the exceptions in clause 4.3, the distance learning, training material as well as the content thereof, in addition to any usernames and passwords provided by WMU, shall be deemed to constitute confidential information.

5.3. The obligations above shall not apply to, and each party shall be free to disclose, any information which: (i) is or becomes known to the recipient from a third party without any confidentiality obligation to the disclosing party; (ii) is or becomes generally available in the

public domain through no act or failure to act on the part of the recipient; (iii) is required to be disclosed by any competent court, governmental agency, flag state administration or other relevant public authority in accordance with applicable law, court order or other public regulation; or (iv) is already in the possession of the recipient (and is not subject to obligations of confidentiality) prior to its receipt from the disclosing party.

5.4. Notwithstanding the above, unless otherwise explicitly agreed in writing, WMU shall have the right to: (i) use for statistical, analytical and training purposes within WMU, any information generated in the course of the Services, provided that such information is kept internally within the WMU or published only in aggregated anonymous forms; and (ii) make reference to the participant and/or the Services under this Agreement in any efforts to secure other business, unless the participant expressly prohibits in writing such reference.

5.5. The obligations in this section shall survive the completion of the Services or termination of this Agreement and shall continue for as long as the relevant information remains confidential.

5.6. The parties agree whilst it is envisaged that no personal data will be transferred between the parties subject to this Agreement, to the extent any personal data is transferred between the parties, the parties warrant that they will maintain all personal data securely, and not share it with any other party.

6. Intellectual Property Rights

6.1. Both parties agree that any intellectual property right (either registered or not) in existence prior to this Agreement shall remain the sole property of the originating party.

6.2. The intellectual property and copyright of any lecture material written and produced specifically for the three (3) modules of the MARI-WEL programme, as well as e-assessments, shall be shared between WMU and ITF ST with the purpose of having the widest dissemination possible of the teaching materials.

6.3. Subject to the confidentiality clause contained herein, participants shall have: a) A time-limited, restricted right to access and use the distance learning for the participant's internal purposes. The licence does not include a right to transfer, sub-licence or otherwise distribute or give access to the distance learning for third parties within or outside of the participant's organization – whether in digital or paper format – nor the right to record, copy, re-issue, reverse-engineer, translate, change or otherwise amend the distance learning. b) A time-limited, restricted right to access and use the in-house distance learning for the participant's internal purposes. The licence does not include a right to transfer, sub-licence or otherwise distribute or give access to the in-house distance learning for third parties within or outside of the participant's organization – whether in digital or paper format – nor the right to record, copy, re-issue, reverse-engineer, translate, change or otherwise amend the in-house distance learning.

6.4. At the expiry of the licence period, the participant shall cease any use of distance learning or in-house distance learning.

6.5. The parties shall have a right to audit the participant's compliance with this Article 5. The participant shall be given reasonable notice of such audit, and shall give necessary assistance free of charge for this purpose.

6.6. The obligations in this section shall survive the completion of the Services.