



# **THE MARITIME ADMINISTRATION**

**Office of Maritime Labor and Training**

## **YOUR MARITIME SERVICE OBLIGATIONS**

**For the  
USMMA Class of 2019**



# WELCOME TO THE PLEBES



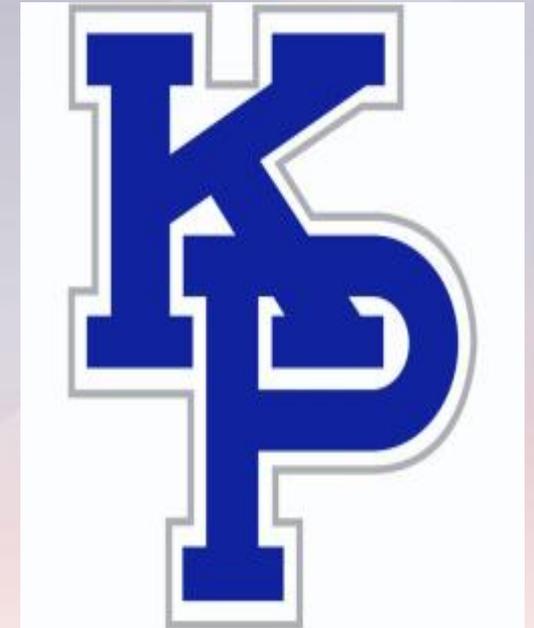
## \* \* WELCOME ABOARD \* \*

- **You have excelled on your SAT and/or ACT Exams.**
- **You graduated High School, many top of your class.**
- **You have the aptitude to attend numerous colleges.**
- **You were nominated & accepted to attend the USMMA.**
- **Today, you sit here in the auditorium of the U.S. Merchant Marine Academy in New York.**

**CONGRATULATIONS ON YOUR DECISION!**



# MANY OPPORTUNITIES





# YOU DECIDE YOUR PATH

- **You decide which Major Program you will pursue.**
- **You will develop your leadership skills.**
- **You will develop lasting friendships.**
- **You sail and gain invaluable on-the-job training.**
- **You will travel, see, and learn about the world.**
- **You will earn a world class education.**
- **You will graduate with a sense of accomplishment.**
- **You will be employed in a maritime-related field that will keep you engaged or go active duty in the military and you will know your work is valued.**



# NOT A FREE LUNCH





# YOUR SERVICE OBLIGATION CONTRACT



## SERVICE OBLIGATION CONTRACT FOR UNITED STATES MERCHANT MARINE ACADEMY

Authority: P.L. 96-453

NAME: *(Last, First, MI)* \_\_\_\_\_

SOCIAL SECURITY NUMBER \_\_\_\_\_

DATE OF BIRTH \_\_\_\_\_

I hereby accept appointment as a cadet in the United States Merchant Marine Academy (Academy) for the class entering in July \_\_\_\_\_.

### A. ACKNOWLEDGEMENTS

- I acknowledge that the Maritime Administration is hereby conditionally appointing me a cadet pending the approval of my entry as a midshipman into the United States Naval Reserve. My conditional appointment may be immediately revoked if I fail in any respect to meet the requirements established for appointment as a midshipman in the United States Naval Reserve.
- I acknowledge that a prerequisite for continuance of my cadet status at the Academy is enrollment and service in the United States Naval Reserve or an approved substitute reserve component.
- Unless entered into an approved substitute reserve component, I acknowledge that loss of Midshipman status at any time and for any reason constitutes cause for immediate separation from the Academy.

### B. SERVICE OBLIGATION COMMITMENT

In consideration for appointment as a cadet to the Academy, I hereby commit to:

- complete the course of instruction at the Academy;
- fulfill the requirements for a license as an officer in the merchant marine of the United States on or before the date of my graduation from the Academy;
- maintain a valid license as an officer in the merchant marine of the United States for at least 6 years following the date of my graduation from the Academy, accompanied by the appropriate national and international endorsements and certifications as required by the United States Coast Guard for service aboard vessels on domestic and international voyages;
- apply for an appointment as, to accept if tendered an appointment as, and to participate as a commissioned officer in the United States Naval Reserve (including the Merchant Marine Reserve, United States Naval Reserve), the United States Coast Guard Reserve, or any other Reserve component of an armed force of the United States, following the date of my graduation from the Academy;
- serve the foreign and domestic commerce and the national defense of the United States for at least 5 years following the date of graduation from the Academy --
  - as a merchant marine officer serving on vessels documented under the laws of the United States or on vessels owned and operated by the United States or by any State or territory of the United States;
  - as an employee in a United States maritime-related industry, profession, or marine science (as determined by the Maritime Administration), if the Maritime Administration determines that service under clause (a) is not available to me;
  - as a commissioned officer on active duty in an armed force of the United States, as a commissioned officer in the National Oceanic and Atmospheric Administration, or other maritime-related employment with the Federal Government which serves the national security interests of the United States, as determined by the Secretary; or
  - by combining the services specified in clauses (a), (b) and (c); and
- submit an annual service obligation compliance report form to the Compliance Specialist, Office of Policy and Plans, Maritime Administration, MAR-410 Room 7123, 400 7th Street, SW, Washington, D.C. 20590 between January 1 and March 1 of each year following the year of graduation, until all components of my service obligation are fulfilled and have been so reported. If I am granted a deferment of the service obligation to engage in a graduate course of study, as described below, reports must be submitted during the period of graduate course study, and then annually for the period following such deferment.

### C. BREACH OF SERVICE OBLIGATION CONTRACT

- Failure to complete any of the obligations outlined above constitutes a breach of this agreement.
- Whether at the Academy or at sea, at any time subsequent to the beginning date of my seventh (7<sup>th</sup>) trimester, should I fail to complete the course of instruction at the Academy, as prescribed in Section B, Paragraph 1 above, I understand and agree that:
  - I may be ordered by the Secretary of Defense to active duty in one of the armed forces of the United States to serve for a period of time not to exceed 2 years. The determination as to whether I have failed to complete the course of instruction shall be made by the Maritime Administration; or
  - If the Secretary of Defense is unable or unwilling to order me to active duty or if the Maritime Administration determines that reimbursement of the cost of education provided would better serve the interests of the United States, the Maritime Administration may recover the cost of education provided by the Federal Government from me.

- If I have failed to fulfill any part of this Service Obligation Contract as set out in Section B, Paragraphs (2) through (6) above, I understand and agree that:
  - I may be ordered to active duty in one of the armed forces of the United States to serve a period of time not less than three (3) years and not more than the unexpired portion of the service required under Section B, Paragraph 5 above (as determined by the Maritime Administration). The Maritime Administration, in consultation with the Department of Defense, shall determine in which service I shall be ordered to serve such period of time.
  - If the Secretary of Defense is unable or unwilling to order me to active duty under subparagraph (a) above, or if the Maritime Administration determines that reimbursement of the cost of education provided would better serve the interests of the United States, the Maritime Administration may seek to recover the cost of education provided by the Federal Government to me.
- Indebtedness Agreement:** I agree that if the Maritime Administration decides to proceed against me under either C.2.b. or C.3.b, I will be indebted to the United States and upon request will pay to the United States the "cost of the education provided" to me by the Federal Government as such term is defined in the law and the regulations.
- Remedies for Cost of Education Provided:** In pursuing its remedies hereunder, I recognize and agree that the Maritime Administration may pursue any remedy available at law or equity and exercise all administrative remedies available to the United States.

### D. WAIVERS AND DEFERMENTS:

Upon application by me, the Maritime Administration may waive the remedies for breach of this Service Obligation Contract or defer my service obligations. Waivers and deferments are granted only upon the satisfaction of certain conditions. Information concerning the requirements to obtain such a waiver or deferment are set forth at 46 C.F.R. Part 310; Subpart C. For further information concerning such waivers and deferments, contact the individual listed as the contact on the Maritime Administration's website at <https://mmsc.marad.dot.gov>.

### E. CONTRACT EMBODIES ENTIRE UNDERSTANDING OF PARTIES, CHANGES CLAUSE

Except as modified by applicable law or regulation, this Service Obligation Contract embodies the entire agreement and understanding among the undersigned relating to this subject matter hereof and supercedes prior agreements and understandings relating to such subject matter. Neither this Service Obligation Contract nor any terms thereof may be changed, waived, discharged, or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge, or termination is sought.

### G. PRIVACY ACT: I have read and understand the Privacy Act Notice below on this form.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

WITNESS (Signature) \_\_\_\_\_ DATE \_\_\_\_\_

### PRIVACY ACT NOTICE (To Accompany MA Form 889)

In accordance with 5 USC 552a(e)(3), the following statement is provided in connection with your submission of personal information to or for the Maritime Administration.

- AUTHORITY** for solicitation of the information: 46 USC 1295b.
- PRINCIPAL PURPOSE(S)** for which information is intended to be used: The name and social security number are to be used in the administration of the monitoring of the mandatory service obligation.
- ROUTINE USES** which may be made of this information: The social security number is a basic identifier. This information will be maintained by the Maritime Administration in official records and will not be divulged without your written authorization to anyone other than persons involved in monitoring the service obligation (e.g., officials of your school, your employer, DOD, U.S. Coast Guard and NOAA). This form also authorizes your school and your employer to provide to the Maritime Administration any information on you that is necessary for these purposes.
- Whether or not **DISCLOSURE** of such information is mandatory or voluntary (required by law or optional) and the effects on the individuals, if any, of not providing all or any part of the requested information: Disclosure of the information is voluntary, but failure to sign the Service Obligation Contract will result in immediate disenrollment from the U.S. Merchant Marine Academy.

MA FORM-889 (Rev. 12-2004)

Original Copy - MAR 410

Photo Copy - Midshipman Official Personnel Jacket

Photo Copy - Midshipman

Copies are available by contacting MARAD at [Maritime.Graduate@dot.gov](mailto:Maritime.Graduate@dot.gov) or (202) 366-7618



# WHEN DO I BECOME OBLIGATED?



- After attending the Academy for at least 2 academic years
  - “Academic year” - successful completion of 3 trimesters
- Start of your 2<sup>nd</sup> Class (Junior) year
  - July 2017
  - Whether at the Academy or at sea
- If you wish to withdraw prior to obligation
  - Contact Commandant’s Office or your Academy Training Representative (ATR)
  - In writing (email acceptable)



# PRE-GRADUATION SERVICE OBLIGATION



- 1. Complete the course of instruction at the Academy**
- 2. Pass USCG license exam**
- 3. Meet the physical/medical standards**
- 4. Graduate**





# POST-GRADUATION SERVICE OBLIGATION



**We want you to know you will incur a service obligation:**

- 1. To Sail /Meet the 5 year maritime service requirement;**
- 2. Maintain a valid U.S. Coast Guard Credential with endorsements as an officer in the U.S. Merchant Marine for at least 6 years after graduation, as well as a valid medical certificate and TWIC; and**
- 3. Serve for a period of at least 6 years in the U.S. Naval Reserve, or any Reserve Component of the U.S. Armed Forces;**
- 4. Report your compliance annually to MARAD using the online Maritime Service Compliance System.**

**\*\*ALL graduates must submit an annual report. \*\***



# ENFORCEMENT OF OBLIGATIONS



- Failure to meet any component of your obligation, including reporting, may result in a breach of your Service Obligation Commitment.
- If you are found in default prior to graduation:
  1. Referred to DOD for Active Duty Service in one of the US armed forces for up to **2** years, or
  2. Repay Cost - USMMA Education.
- If you are found in default after graduation:
  1. Referred to DOD for Active Duty Service in one of the US armed forces for not less than **3** years and not more than the unexpired portion of the **5** year service obligation , or
  2. Repay Cost - USMMA Education = Approx. \$240,000



# SO JUMP RIGHT IN





# FOR ASSISTANCE



- **Danielle Bennett:**
  - [Maritime.graduate@dot.gov](mailto:Maritime.graduate@dot.gov)
  - (202) 366-7618
- **Captain Gene Albert**
  - [albertg@usmma.edu](mailto:albertg@usmma.edu), (516) 726-6031
  - U.S. Merchant Marine Academy, Department of Professional Development and Career Services
- **Maritime Service Compliance System (MSCS)**
  - <https://mscs.marad.dot.gov>





# ANY QUESTIONS





# PLOT YOUR COURSE





# CAREER CHOICES

- Start thinking *now*, “What do I want to do?”
- Maritime Afloat – oceans, towing, etc.
- Active duty
  - Service may be as a commissioned officer:
  - In **ANY** of the armed services of the U.S.
  - NOAA Corps or the U.S. Public Health Service

If you serve on Active Duty in the U.S. Armed Forces for a minimum of 5 years after graduation, you will meet items 1, 2, 3 of your service obligation.



# USCG CREDENTIAL

- **You will earn the following Endorsements:**
  - Tankerman Assistant (Deck Graduates)
  - Tankerman Engineer (Engine Graduates)
  - Vessel Security Officer (VSO)
  - Medical Care Person-in-Charge
  - Global Marine Distress and Safety System (GMDSS) Radio Operator (Deck Graduates)



# USCG CREDENTIAL

## Deck Graduates can also earn:

- Tankerman Person-in-Charge (PIC) Endorsement
  - PIC improves your employability
  - PIC requires time aboard Tankers.
  - If you *don't* earn PIC while a Midshipman, you will have to sail as AB or Observer to earn the qualification
- Start thinking now about Sea Year!



# RESERVE OPTIONS

- Military Liaisons:
  - Navy - Department of Naval Science, Furuseth Hall
    - Lieutenant Dunn, x5789
  - Coast Guard Liaison Officer – USCG Recruiting Office
    - BM1 Cholak (Kenneth.G.Cholak@uscg.mil)  
(718) 422-1490
  - Army/National Guard Liaison Officer – Jones Hall
    - Capt. Suero, x5666
  - Air Force Liaison Officer – Manhattan College
    - LTCOL LaFevé (Michael.LaFevé@manhattan.edu)  
(718) 862-7901
  - Marine Corps Liaison – Land Hall
    - Gunnery Sergeant Harper, x5657



# ANY QUESTIONS

