



U.S. Department of Transportation
Maritime Administration

**SERVICE OBLIGATION CONTRACT FOR UNITED
STATES MERCHANT MARINE ACADEMY**

Authority: P.L. 96-453

NAME: (Last, First, MI)

Redacted

SOCIAL SECURITY NUMBER

Redacted

DATE OF BIRTH

Redacted

I hereby accept appointment as a cadet in the United States Merchant Marine Academy (Academy) for the class entering in July__

A. ACKNOWLEDGEMENTS

- (1) 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.
- (2) I acknowledge that a prerequisite for continuance of my cadet status at the Academy is enrollment and service as a midshipman in the United States Naval Reserve or an approved substitute reserve component.
- (3) 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:

- (1) complete the course of instruction at the Academy;
- (2) fulfill the requirements for a U.S. Coast Guard (USCG) Merchant Mariner Credential (MMC) with an unlimited license endorsement as an officer in the merchant marine of the United States on or before the date of my graduation from the Academy;
- (3) maintain a valid U.S. Coast Guard (USCG) Merchant Mariner Credential (MMC) with an unlimited license endorsement as an officer in the merchant marine of the United States for at least six (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 USCG for service aboard vessels on domestic and international voyages to include but not be limited to a Standards of Training, Certification, and Watchkeeping (STCW) endorsement as an officer in charge of a navigation (OICNW) or engineering (OICEW) watch and a valid Transportation Worker Identification Credential (TWIC);
- (4) 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 USCG Reserve, or any other Reserve component of an armed force of the United States, prior to my graduation from the Academy; and to maintain the commission for six (6) years.
- (5) serve the foreign and domestic commerce and the national defense of the United States for at least five (5) years following the date of graduation from the Academy --
 - (a) 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;
 - (b) 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;
 - (c) 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 (NOAA), 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
 - (d) by combining the services specified in clauses (a), (b) and (c); and
- (6) submit an annual service obligation compliance report via the Maritime Service Compliance System (MSCS) <https://mscs.maradot.gov> 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. A hard copy MA-930 Annual Service Obligation Compliance Report form may also be mailed to the Maritime Administration, Office of Maritime Workforce Development (MAR-740), 1200 New Jersey Ave SE, Washington DC 20590. 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.
- (7) as an alternative to fulfilling the obligations enumerated in items 3, 4 and 5 above, I may instead serve for the five year period following graduation as a commissioned officer on active duty in an armed force of the United States, or as a commissioned officer of the NOAA or the United States Public Health Service (USPHS).

C. BREACH OF SERVICE OBLIGATION CONTRACT

- (1) Failure to complete any of the obligations outlined above constitutes a breach of this agreement, unless I am excused from performance of subsections 3, 4 and 5 of Section B by fully performing the obligation as set out in Section B, subsection 7.
- (2) Whether at the Academy or at sea, at any time subsequent to the beginning date of my seventh (7th) 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:
 - (a) 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 two (2) years. The determination as to whether I have failed to complete the course of instruction shall be made by the Maritime Administration; or

- (b) 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.
- (3) 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:
- (a) 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.
- (b) 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.
- (4) 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.
- (5) 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 modify or waive any of the components of the service obligation through imposition of alternative service requirements, may waive the remedies for breach of this Service Obligation Contract or may 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://mscs.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 supersedes 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.

- F. PRIVACY ACT: I have read and understand the Privacy Act Notice below on this form. Notwithstanding the provisions of the Privacy Act, I understand and agree that my signature below shall constitute my consent for the Maritime Administration and other Federal agencies to share otherwise protected information about me in order to determine my compliance with and to enforce the terms of this service agreement.

SIGNATURE
Redacted

DATE
Redacted

DATE

WITNESS (Print)

WARNING: NONPERFORMANCE OF SERVICE OBLIGATIONS

Failure to perform your service obligation under this agreement will result in your having to repay the cost of the education provided to you by the Federal Government, unless otherwise determined by the Maritime Administration. To collect such debts, the Federal Government will use any and all available legal remedies such as filing suit in court, garnishing your wages, setting off this debt against funds owed you by the Federal Government, such as your tax refund, attaching and selling your property, reporting your debt to credit bureaus, and referring the matter to collection agencies.

PRIVACY ACT NOTICE
(To Accompany MA Form 889)

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

1. **AUTHORITY** for solicitation of the information: 46 U.S.C. Chapter 513.
2. **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.
3. **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.
4. 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.