

Rahmen Praxissemesterordnung (e n g l i s h)

Guideline for the practical training semesters of students

University of Applied Sciences

Emden/Leer

Faculty of Maritime Studies Leer,

Germany

Guideline for the practical training semesters of students of the University of Applied Sciences Emden/Leer Faculty of Maritime Studies Leer, Germany

updated 27.01.2021

Preamble

This regulation governs the requirements for the practical training and periods of sea service, as far as these requirements are accomplished according to the "Seeleutebefähigungsverordnung" (German law of the education of maritime officers – in relation of the international STCW 95 – Convention and the Manila Amendments 2010 to the STCW-Code) in the respectively applicable version. It refers to the guidelines of the German federal ministry of traffic and digital infrastructure (BMVI) for the practical training and periods of sea service for nautical-officer-assistants in the respectively applicable version.

1. Basic principles and purposes

- 1.1 The study to acquire the nautical Certificate of Competence includes six theoretical and two practical semesters. The practical semesters are defined to acquire skills to exercise the required duties of a nautical officer / captain in the future. During these practical semesters the contents of the practical training which are required for issuing the nautical Certificate of Competence have to be accomplished as determined in the applicable international and national regulations.
- 1.2 The purpose of the first practical semester is to familiarize the cadet with the occupational field of a ship. (The nature of the practical experiences and related skills should be acquired to form the background for the following theoretical education.)
- 1.3 The purpose of the second practical semester is to apply the so far acquired theoretical knowledge in practice. It should particularly familiarize with the duties of a nautical-watch-officer.

1.4 The contents of the training have to be accomplished in accordance with the § 30 "Seeleutebefähigungsverordnung" in the respectively applicable version. For the Documentation it is needed to keep a Training Record Book to confirm the Performance of the duties during a Bridgewatch within the required sea service of at least 6 months under Supervision of the Captain/ the Officer of the Watch. The on-Board Training complied with the appropriate requirements of the STCW-Code (A-II/1).

The complete practical training is part of the university – study appropriate to the local regulations of the legislation governing higher education.

2. Contract of practical training

2.1 The contract of training added in the appendix of this regulation will be concluded between the student, the university and a company (shipping company).

3. Shipping company

- 3.1 Both practical semesters have to be performed on ships that are qualified for this purpose. This means without exception ships in international waters with more than 500 GRT¹ which are manned by Holders of the STCW Certificates of Competence. The responsible nautical-training officer should be holder of a German Certificate of Competence. Holders of a foreign Certificate can be considered if the linguistically communication is given without restrictions.
- 3.2 The students will be mustered supernumerary and ranked as a cadet. They are not counted among the crew with respect to the save manning certificate of the ship.
- 3.3 During the practical training semester the student is covered by an insurance against accidents at home and abroad by the Seamen's Accident Prevention and Insurance Association (BG Verkehr) or by the companies P&I Club. The charges are paid by the company.

The student's health insurance remains intact during the practical training semester. The company is responsible to secure the service for injury risks in foreign countries that exceeds the health-insurance scope.

¹ GRT: gross registered Ton. It is a dimensionless number and is connected with the size of a ship. It is used e. g. for the calculation of Harbor dues, Dock / Canal dues or Pilots.

4. First practical semester

- 4.1 The chronological division is scheduled in the bachelor-regulation Part B. The designated person for practical training decides in accordance with the BMVI about the acceptance of previously attended sea services.
- 4.2 The duration of the first practical semester is about 26 weeks. This time should be spent continuously on board.
- 4.3 Before the practical training semester begins it has to be assured that the general requirements for an occupation in the German merchant shipping are fulfilled. Among this ranks the confirmation of the medical fitness for service at sea as well as the attendance of any officially accepted basic safety training (course) including the security related training.
- 4.4 The training schedule is added in the table 1 in the annex.

5. Second training semester

- 5.1 The second practical training semester takes place in the advanced study period. The chronological integration is arranged in the bachelor regulation Part B. The requirement for the admission is the successfully completed bachelor-intermediate examination. If necessary exceptions are permitted by the designated person of practical training. Generally not more than two credits of the basic studies should be missing.
- 5.2 Paragraph 4.2 applies accordingly.
- 5.3 The training schedule is added in the table 1 in the annex.

6. Duties and responsibilities of the student

- 6.1 The student has to apply and acquire for a practical training semester at a shipping company.
- 6.2 The student has to provide the evidence of the compliance concerning the matters of training under control and guidance of the responsible nautical-training-officer. The documentation occurs in the "On Board Training Record Book for Navigational Officer's Assistant" by appropriate confirmation.

- 6.3 After the completion of every practical training semester a semester record including a description of the ship and the voyages, a general description of the experiences and a final evaluation of the training semester have to be made.
- 6.4 The student is responsible to arrange an adequate accident insurance for leisure in foreign countries.

7. Duties of the university

- 7.1 The university supports the student by the search for an appropriate company.
- 7.2 The university appoints a designated person for the organization, support and acceptation of the practical training semester. Afterwards the designated person must be announced by name to the Federal Maritime and Hydrographic Agency (BSH). The designated person must be holder of a German Certificate of Competence on Management Level.
- 7.3 The university confirms proper completed practical training semesters. Other periods of sea services can be accepted if they serve the training purposes in the same way. The criteria to acknowledge the periods of sea service refers to the respectively significant legal regulations.

8. Duties of the Company

- 8.1 The company designates a nautical officer (tutor) aboard the ship, which is responsible for the support of the student. This tutor monitors and assures the correct accomplishment of the practical training according to the guidelines of the BMVI, with respect to this regulation for practical training and also to the "On Board Training Record Book for Navigational Officer's Assistant".
- 8.2 The company provides the student free of charge with the "On Board Training Record Book for Navigational Officer's Assistant".
- 8.3 The company insures the student against accident and afflictions in home- and foreign countries as mentioned in 3.3.
- 8.4 The company is to afford free board and lodging for the student aboard the ship.

- 8.5 If the sea voyage of the student begins or ends in foreign countries, the company has to bear for the travel (as well as all other travel-related) expenses.
- 8.6 After the acceptance of the first practical training semester the company compensates the charge for the basic safety training (course) and the security related training (in the case it is not already included in the basic safety training (course)).
- 8.7 Upon completion of each practical training semester the fulfillment of the demanded tasks has to be certified by the tutor and the master.

9. Acceptance of the practical training semester

- 9.1 The requirements for the acceptance of each practical training semester by the university are:
 - presentation of the contract of a practical training semester,
 - presentation of a certificate of service about the accomplishment of the practical training semester and a statement of the chronological range,
 - presentation of the practical training semester record and the "On Board Training Record Book for Navigational Officer's Assistant",
 - presentation of a Performance Record of the "On-Board Safety Familiarization of new Crew Members".
- 9.2 In case the requirements for the acceptation are not fulfilled adequately the acceptance can be addicted by the performance of tasks demanded by the designated person for practical training semesters.
- 9.3 The practical training semester can be replaced by:
 - Apprenticeship for "Schiffsmechaniker" (ship mechanics).
 - The practical training and sea service for "Offiziersassistenten" (officer's assistant) with a total time of 12 months sea service.
 - The Certificates of Competence: AM/AMW, AK/AKW or BG/BGW.
- 9.4 If a combination of practical training semester and sea service for "Offiziers-assistenten" (officer's assistant) was carried out a compulsory acknowledgement of the complete periods of sea services is needed through a verification and an approval of the "Berufsbildungsstelle Seeschifffahrt" (BBS) (Federal Institute for Vocational Training in the range of merchant shipping).

9.5 Adequate and appropriate sea services accepted by the BMVI or an appointed institution can be credited completely or partially.

ANNEX Table 1*

Trai	ning areas, Contents and acquired Competences	Space of time
US	Navigation	26 Weeks
US 1	Plan and conduct a passage and determine position	6 Weeks
US 2	Maintain a safe navigational watch	5 Weeks
US 3	Maintain a safe harbour watch	2 Weeks
US 4	Use of radar and ARPA to maintain safety of navigation	2 Weeks
US 5	Use of ECDIS to maintain safety of navigation	2 Weeks
US 6	Respond to emergencies	0,5 Weeks
US 7	Respond to a distress signal at sea	0,5 Weeks
US 8	Use IMO Standard Marine Communication Phrases	always
US 9	Steering the ship	2 Weeks
	Consolidation of Contents in the Training area Navigation US 1 - US 9	6 Weeks
BS	Navigation on Operation Level	6 Weeks
BS 1	Transmit and receive information by visual signalling	0,5 Weeks
BS 2	Manoeuvre the ship	2 Weeks
BS 3	Machine engineering	2 Weeks
	Consolidation of Contents in the Training area Navigation on Operation Level BS 1 - BS 3	1,5 Weeks
BL	Cargo Handling and Stowage on Operation Level	14 Weeks
BL 1	Supervise the preparation of the ship for cargo transfer	3 Weeks
BL 2	Monitor the loading, stowage, securing and unloading of Cargoes. Controlling and Documentation of Damages of Holds, Hatch Covers and Ballasttanks.	5 Weeks
BL 3	Perform cargo care during voyage as well as become acquainted with, maintain and overhaul cargo systems	1,5 Weeks
BL 4	Knowledge of trim and stability	1,5 Weeks
	Consolidation of Contents in the Training area Cargo Handling and Stowage on Operation Level BL 1 - BL 4	3 Weeks
ВК	Controlling the operation of the ship and care for persons on board on Operation Level	6 Weeks
BK 1	Ensure compliance with pollution prevention requirements	always
BK 2	Maintain seaworthiness of the ship	always
BK 3	Make a personal contribution to the shipboard security and the persons on board. Prevent, control and fight fires on board	2 Weeks
BK 4	Operate live-saving appliance	2 Weeks
BK 5	Apply medical first aid on board	0,5 Weeks
BK 6	Compliance with legislative requirements and administration	always
BK 7	Shipboard security	0,5 Weeks
BK 8	Apply leadership competencies and teamwork	always
	Consolidation of Contents in the Training area Controlling the operation of the ship and care for persons on board on Operation Level BK 1 - BK 8	1 Weeks
	Total Time	52 Weeks



Praxissemestervertrag Practical Training Semester Contract

Zwischen: Between the contracting parties: 1. (genaue Bezeichnung, Anschrift, Telefon, nachfolgend Praxisstelle genannt) (Companies accurate name, Address, Phone, Company stamp) Hochschule Emden/Leer, 2. Fachbereich Seefahrt und maritime Wissenschaften Leer Hochschulleitung, Constantiaplatz 4, 26723 Emden University of Applied Sciences Emden/Leer, **Faculty of Maritime Studies** Administration, Constantiaplatz 4, 26723 Emden, Germany Bitte senden Sie den Vertrag an folgende Postanschrift: Hochschule Emden/Leer, Fachbereich Seefahrt und maritime Wissenschaften Leer Bergmannstr. 36, 26789 Leer Please send the Contract to the following postal address: University of Applied Sciences Emden/Leer, **Faculty of Maritime Studies** Bergmannstr. 36, 26789 Leer, Germany 3. (Familienname, Vorname, ggf. Geburtsname der/s Studierenden) (Students Surname, Name, if applicable Name of birth) geboren am (born on):in:in: Datum / Date Geburtsort / place Name wohnhaft in (domiciled in): Straße, PLZ, Wohnort / Street Name, ZIP-Code, Place, State

wird folgender Vertrag geschlossen: / the following is agreed:

§ 1 Allgemeines *General*

Im Studiengang Nautik werden praktische Studiensemester (Praxissemester) durchgeführt. Die dafür geltende Praxissemesterordnung vom 27.01.2021 ist Bestandteil dieses Vertrages.

As a part of the nautical studies at the University of Applied Sciences Emden/Leer, Faculty of Maritime Studies in Leer two practical training semesters (each of a duration of 26 weeks) have to be successfully completed.

Therefore the regulations concerning the practical training semesters (Guideline for the practical training semesters dated on 27.01.2021) are part of this contract.

§ 2 Pflichten der Vertragspartner Duties of Contract parties

(1) Die Praxisstelle verpflichtet sich,

- 1. die Studierende/den Studierenden in der Zeit vom bis bis unter Beachtung der in § 1 genannten Vorschriften auszubilden,
- 2. eine Betreuerin oder einen Betreuer entsprechend Abschnitt 8.1 der Praxissemester-ordnung zu bestimmen,
- 3. den Praxissemesterbericht zu prüfen und gegenzuzeichnen,
- der Hochschule schriftlich mitzuteilen, ob nach dem Urteil der Ausbildungsstelle das Praxissemester mit oder ohne Erfolg absolviert wurde, sowie der Studierenden/ dem Studierenden auf Wunsch ein Zeugnis auszustellen,
- 5. die Studierende/den Studierenden gegen Krankheit im Ausland ausreichend zu versichern. Die Praxisstelle trägt ferner die Kosten für die gesetzliche Unfallversicherung bei der BG Verkehr oder dem zuständigen P & I Club,
- 6. der Studierenden/dem Studierenden freie Unterkunft und Verpflegung an Bord zu gewähren,
- 7. nach Anerkennung des ersten Praxissemesters die nachgewiesenen Kosten für
 - den Nachweis der Seediensttauglichkeit
 - den Sicherheitsgrundlehrgang und die Grundausbildung in der Gefahrenabwehr auf dem Schiff (sofern diese nicht im Sicherheitsgrundlehrgang enthalten ist)
 - das Seefahrtbuch (falls erforderlich unter ausländischer Flagge)

zu erstatten,

 die Kosten für die An- und Rückreise zu und von ausländischen Häfen zu übernehmen. Sollte die/der Studierende das Praktikum vorzeitig abbrechen, muss sie/er für die Kosten der Rückreise selbst aufkommen.

(1) The company is obliged,

- 1. to train the student during the time from until until until according to the regulations mentioned in § 1,
- 2. to appoint a tutor referring to section 8.1 of the Guideline for the practical training semesters,
- 3. to check and to sign the practical training report and the Training-Record-Book,
- 4. to inform the university in written form about the successful completion of the practical training semester and, if desired by the student, to hand out an evaluation report,
- 5. to provide adequate health insurance in foreign countries. Furthermore the company assumes the charges for the compulsory accident insurance of the Seamen Accident Prevention and Insurance Association (BG Verkehr) or the responsible P & I Club,
- 6. to grant the student free accommodation and catering on board the ship,
- 7. to compensate the charges of the successful attendance of the basic safety training (course) including the security related training after the completion of the first practical training semester,
- 8. to cover the travel expenses to and from ports in foreign countries. In case of an abandonment of the practical semester prior the agreed contract period by the student, the student has to bear the travel expenses for departure by her/himself.
- (2) Die Studierende/der Studierende verpflichtet sich, sich dem Ausbildungszweck entsprechend zu verhalten, insbesondere
- 1. die angebotenen Ausbildungsmöglichkeiten wahrzunehmen,
- 2. die im Rahmen des Ausbildungsplanes (siehe Praxissemesterordnung) übertragenen Aufgaben sorgfältig auszuführen,
- 3. den im Rahmen der Ausbildung erteilten Anordnungen der Praxisstelle nachzukommen,
- 4. die geltenden Ordnungen insbesondere Arbeitsordnungen und Unfallverhütungsvorschriften zu beachten,
- 5. über Betriebs- und Geschäftsgeheimnisse Stillschweigen zu wahren,
- 6. Ausbildungs- und Tätigkeitsberichte sowie am Ende des Praxissemesters den Praxissemesterbericht zu schreiben,
- 7. Fehlzeiten mit der Praxisstelle abzustimmen und nachzuholen.
- **(2)** The student is obliged to act in accordance to the training purpose, especially:
- 1. to perceive the provided training service,
- 2. to accomplish the duties required by the training schedule of the practical training semesters (see Guideline for the practical training semesters, Annex),

- 3. to act within the scope of the training and according to the standing orders of the company,
- 4. to respect the legal regulations regarding occupational safety and accident prevention,
- 5. to maintain secrecy referring to company internal data,
- 6. to maintain training activity reports, prepare a practical training semester report and to keep the Training-Record-Book up to date,
- 7. to bring and catch up the times of absence in agreement with the company.
- (3) Die Hochschule verpflichtet sich, ihren in der Praxissemesterordnung festgelegten Aufgaben nachzukommen.
- **(3) The university is obliged to** perform the duties as laid down in the Guideline for Practical Training Semesters.

§ 3 Kostenerstattung- und Vergütungsansprüche Compensation of expenses and payment requirements

- (1) Dieser Vertrag begründet für die Praxisstelle keinen Anspruch auf Erstattung von Kosten, die bei der Erfüllung des Vertrages entstehen.
- (2) Der Studierenden/dem Studierenden steht ein Rechtsanspruch auf Vergütung durch die Praxisstelle nicht zu. Eine Vergütung kann unter Beachtung der sozialversicherungsrechtlichen Regelungen vereinbart werden.
- (1) This contract establishes no claim by the company referring compensation of expenses that may arise by carrying out this contract.
- (2) With this contract the student acquires no legal claim to a remuneration from the company. However, the parties may agree a remuneration with respect to the legal social Insurance regulations, if applicable.

§ 4 Ausbildungsbetreuer Training tutor

Die Praxisstelle benennt den nautischen Schiffsoffizier: (Name einsetzen)
als Betreuer/in für die Ausbildung der Studierenden/des Studierenden.
Diese/r kontrolliert und bescheinigt die ordnungsgemäße Erfüllung der im Rahmen des Training-Record- Book (Praxissemesterordnung 1.4) geforderten Aufgaben.
The company appoints the nautical officer (please insert name and/or rank)
as tutor for the training of the student.

He/she has to control and to certify the proper fulfillment of the requested tasks in the scope of the Training-Record-Book (acc. to 1.4 of the Guideline for the practical training semesters).

§ 5 Fehlzeiten Times of Absence

Während der Vertragsdauer steht der Studierenden/dem Studierenden kein Erholungsurlaub zu. Die Praxisstelle kann eine kurzfristige Freistellung aus persönlichen Gründen gewähren. Fehlzeiten sind nachzuholen gem. § 2 (2) 7.

During the period of this contract no entitlement of vacation will arise for the student. The company can allow a short period of interruption in personal cases under consideration of $\S 2$ (2) 7.

§ 6 Versicherungsschutz *Insuranc*e

- (1) Der/die Studierende ist während der Praxissemester über die BG Verkehr bzw. den P & I Club des Reeders gegen Unfall im In- und Ausland versichert. Die Kosten dafür trägt die Praxisstelle.
- (2) Die studentische Krankenversicherung bleibt während des Praxissemesters wirksam. Für darüber hinaus gehende Risiken der Krankheit im Ausland ist die Praxisstelle zuständig.
- (3) Die Hochschule weist die/den Studierende/-n auf den Abschluss einer freiwilligen, ergänzenden Unfallversicherung für Freizeit im Ausland hin.
- (1) During the Practical Training Semester on board the student will be covered against any accidents at home and abroad through the Seamen Accident Prevention and Insurance Association (BG Verkehr) respectively the Owner's P & I Club. The expenses therefore will be borne by the company.
- (2) The student's health insurance remains intact during the Practical Training Semester.

 The company is responsible for health risks in foreign countries which exceed the scope of the health-insurance.
- (3) The university advises students of taking out optional supplementary accident insurance covering leisure activities abroad.

§ 7 Kündigung des Vertrages Cancellation of Contract

- (1) Der Vertrag kann von allen Vertragsparteien aus wichtigem Grund ohne Einhaltung einer Frist vorzeitig gekündigt werden.
- (2) Die Kündigung erfolgt durch eine einseitige schriftliche Erklärung gegenüber den anderen Vertragspartnern. Die Hochschule ist vor der Kündigung anzuhören.

- (1) In case of an important reason either party may cancel the contract prior to the date mentioned under § 2 (1) 1 without adherence to a time limit.
- (2) The cancellation is carried out by a written statement to the other contract parties. The university has to be contacted and heard prior to the cancellation.

§ 8 Vertragsausfertigungen Issue of the Practical Training Semester Contract

Dieser Vertrag wird in drei gleich lautenden Ausfertigungen unterzeichnet. Jeder Vertragspartner erhält eine Ausfertigung.

This contract will be issued and signed in three identical copies. Each party receives one copy of the contract duly signed.

§ 9 Sonstige Vereinbarungen Additional agreements

Alle sonstigen vertraglichen Vereinbarungen bedürfen der Schriftform.

All additional agreements must be in written form.

§ 10 Gültigkeit *Validity*

Dieser Vertrag gilt nur in Verbindung mit der Immatrikulation der/ des Studierenden.

This contract is valid only in conjunction with the matriculation of the student.

Praxisstelle	Hochschule Emden/Leer	Studierende(r)
Company	University of Applied Sciences Emden/Leer	Student
Ort, Datum	 Ort, Datum	 Ort, Datum
Date / Place	Date / Place	Date / Place
	 Unterschrift / Siegel	 Unterschrift
Signature / Stamp	Signature / Stamp	Signature

<u>Anlage:</u> Rahmen-Praxissemesterordnung vom 27.01.2021

<u>**Attachment:**</u> Guidelines for the practical training semesters dated on 27.01.2021