

MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

College of the Marshall Islands – Maritime Vocational Training Center

AND

Western Pacific Maritime Academy

I. PARTIES

This Memorandum of Understanding (“MOU”), made this 13th day of Jan, 2026 by and between the COLLEGE OF THE MARSHALL ISLANDS MARITIME VOCATIONAL TRAINING CENTER (“MVTC”), whose address is P.O. Box Po Box 1258, Majuro, RMI, and the WESTERN PACIFIC MARITIME ACADEMY, INC., A NON-PROFIT CORPORATION, (“WPMA”), whose address is PO Box 10001 PMB 718, Saipan MP 96950 (collectively as the “Parties”).

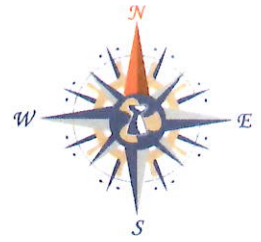
II. RECITALS

The purpose of this MOU is to explore a future working relationship between CMI – MVTC and WPMA.

WPMA was founded in 2021 as a maritime workforce placement institution to “Train the Next Generation of Mariners” as a non-governmental organization (NGO). WPMA is a Federal 501(c)(3) tax exempt organization and has attained non-profit tax-exempt status on both the CNMI and Guam. WPMA offers a U.S. Coast Guard-accredited curriculum through in-class and practical training methodologies in several programs under its purview.

MVTC and WPMA recognize that there is synergy and common ground that is mutually beneficial and serves the needs of RMI mariners and US mariners working in Kwajalein and the region as well as traditional, professional, and recreational seafarers. Both parties recognize that there is a demand for professional maritime training on the RMI reaching out to the Kwajalein atoll where service and infrastructure are required.

The **principal consideration** in this understanding is that WPMA shall provide fire fighting training facilities that it may use to train US Mariners on Kwajalein and MVTC shall enable the placement of facilities on the island at Ebeye. WPMA and MVTC will strive to find collaborative opportunities under COFA so that RMI mariners may access a US Merchant Mariner Credential that leads to maritime workforce opportunities in the US Merchant Marine.



III. NOTICE

All notices and communications required by this Memorandum of Understanding shall be in written form and shall be delivered to the following addresses:

Meitaka Kendall-Lekka
Interim President
College of Marshall Islands
1258 Lagoon Rd, PO Box 1258,
Majuro, MH 96960
mklekka@cmi.edu

CAPT. Michael Bacher
Executive Director
Western Pacific Maritime Academy
PO Box 10001, PMB 718
Saipan MP 96950
mbacher@wpma.net

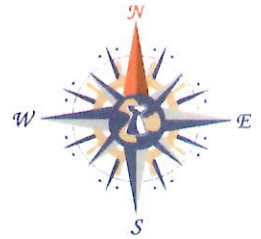
IV. GENERAL PURPOSE

The purpose of this Understanding is to explore future collaborations between CMI-MVTC and WPMA that would

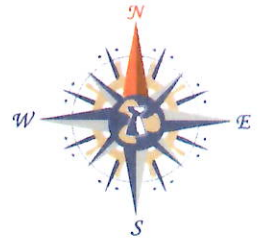
- A. Lay the groundwork for an future updated MOA that establishes the details of the working arrangement between CMI – MVTC and WPMA
- B. Expand workforce placement opportunities of RMI (COFA State) Mariners into the United States Merchant Marine,
- C. Expand training facilities for CMI-MVTC for RMI mariners working on Kwajalein using WPMA facilities
- D. Provide training opportunities for US mariners working on Kwajalein using WPMA facilities
- E. Enable the placement of a Fire Fighting Trainer on Ebeye for the training of RMI and US mariners.

V. DEFINITIONS

- A. CMI - MVTC: A higher education provider that is the leader in career and technical workforce development, providing the highest quality, student-centered education and job training for the Marshall Islands.
- B. WPMA: A maritime workforce development and placement organization that provides United States Coast Guard (USCG) approved and general maritime training and education to eligible persons wishing to attain a USCG Merchant Mariner Credential (MMC) or general maritime training and USCG approved courses to seafarers already holding an MMC who wish to maintain or upgrade their maritime credentials.
- C. United States Coast Guard (USCG) Approved Course: A course that is reviewed and approved (accredited) by the USCG that is inclusive of curriculum, syllabus, schedule, instructor notes, practical and final examinations, instructor and site facility.
- D. United States Coast Guard (USCG) approved Program: USCG-recognized-grouping of courses that promotes a concentration of maritime training, which allows a reduction of sea time normally required for a particular MMC endorsement.



- E. Curriculum: The approved content that will be covered in a course within a specific timeframe.
- F. Apprentice: A career-based employee looking to acquire industry-related skills through work-based learning. For the purposes of maritime training, a student who is taking courses in a WPMA maritime training program who is documenting sea time either on a voluntary or paid basis, may be considered an apprentice.
- G. Journeyman: Skilled worker with official apprenticeship qualification that is able to train others to build their skills.
- H. Midshipman: A student who is in the WPMA maritime training curriculum and is engaged in intellectual learning and building skills through sea time.
- I. Primary Site: For USCG site approval purposes, the primary facility that the maritime educational institution owns or leases and where student records, course records, and testing materials are safeguarded. The Primary Site is also the location that is subject to USCG annual audits of student and course records, facilities and instruction.
- J. Alternate Site: For USCG site approval purposes, an alternate site is a training location other than the Primary Site that the maritime educational institution uses to conduct lectures or assessments, such as an alternate classroom, conference room, or public facility.
- K. Practical Site: For USCG site approval purposes, a practical site is a facility that the maritime educational institution conducts hands-on assessment training such as a fire field, swimming pool, or vessel.
- L. Approved Qualified Instructor (QI): For USCG instructor approval purposes, a QI is generally regarded as a seafarer who holds an active MMC with endorsements superior to the material being instructed, has adequate experience, and holds a USCG-approved Train the Trainer Certificate.
- M. Merchant Mariner Credential (MMC): A Federal license issued by USCG that permits an individual age 16 or older to be employed in the maritime trade domestically (for example, in APRA harbor up to 25 nautical miles from shore) or internationally (beyond 25 miles from shore on U.S.-flagged vessels).
- N. Certificate of Training: USCG approved maritime training institutions, including WPMA, that issue Certificates of Training in lieu of testing directly with USCG. A Certificate of Training expires after one year from issuance. A Certificate of Training must be submitted to USCG within one year of issuance to qualify as an Endorsement to the MMC.
- O. Endorsement to the MMC: Any special qualification that is added to the MMC as a qualification for a special rating. Endorsements to the MMC are issued by the USCG on the basis of a valid Certificate of Training or testing for that rating in a USCG Regional Exam Center (REC).
- P. Standards of Training, Certification and Watchkeeping (STCW): An international standard of training established by the STCW convention under the International



Maritime Organization (IMO) that establishes international standards for training. All WPMA curriculum meets STCW standards as approved by the USCG.

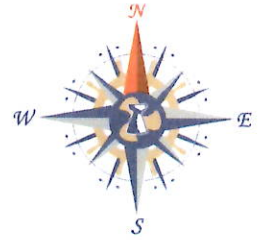
- Q. Endorsement to the MMC: All WPMA USCG-approved curriculum yields a training certificate, which may be submitted to and is recognized by the USCG and is added to the MMC as an endorsement as qualification to a specific internationally recognized rating. For example, STCW Basic Training, when it is issued as an endorsement to the MMC, allows the mariner to work on vessels engaged in international trade.

VI. COMMUNICATIONS

- A. CMI-MVTC and WPMA shall maintain communications with relevant administrators, faculty, and staff to promote the development and implementation of a maritime program and other relevant initiatives. Communications are conducted principally through email and telephone calls, and other electronic means.
- B. Neither party may use, disclose, or share student information in a way that violates the Family Educational Rights and Privacy Act (FERPA). All appropriate non-disclosure forms need to be signed by participants, parents, or legal guardians.
- C. Records pertaining to Maritime Training shall be maintained by WPMA as required by 46 CFR 10.403 to include but not be limited to, WPMA application, WPMA registration and attendance records, exam answer sheets, practical assessment records, student critiques, and instructor course critiques. WPMA may share these records with MVTC upon request.
- D. CMI-MVTC and WPMA faculty and staff agree to safeguard personally identifiable information from student records.
- E. CMI-MVTC, and its approved QI, partners, or relevant stakeholders will regard and safeguard all WPMA curriculum as intellectual property belonging solely to WPMA and any third-party course provider contracted with WPMA including but not limited to, Marine Institute of Technology and Graduate Studies (MITAGS) from whom WPMA licenses its curriculum.

VII. AGREEMENT

- A. Roles and Responsibilities of MVTC:
 - 1. Explore collaboratory opportunities between MVTC and WPMA for the expansion of WPMA USCG approved curriculum to RMI
 - 2. Identify and provide access to CMI-MVTC training facilities for approval by USCG for WPMA, or MVTC – WPMA collaborative USCG approved curriculum.
 - 3. MVTC will enable WPMA to meet with the Administration on Ebeye, RMI for suitable placement of a Fire Fighting container training facility.



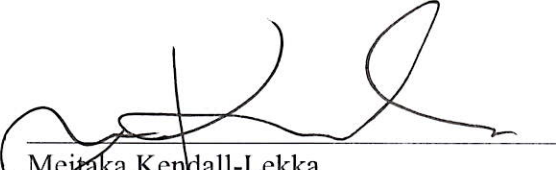
B. Roles and Responsibilities of WPMA:

1. WPMA will arrange for WPMA representation of travel to Ebeye
2. At a suitable time, WPMA will construct and deliver a Fire Fighting Training facility in a 20 foot container.
3. Submit MVTC facilities and Qualified Instructors for USCG approval under WPMA.

VIII. ADDITIONAL PROVISIONS

- A. The term of this Understanding shall be for two years from the effective date
- B. This Understanding may be terminated at any time by the written mutual agreement of both parties.
- C. Neither party shall be liable for any delay or failure to meet its obligations pursuant to the Understanding due to circumstances beyond its reasonable control.
- D. MVTC and WPMA shall maintain communications with relevant coordinators and/or managers to promote the enhancement of available maritime programs and/or curriculum.
- E. Nothing in this Understanding shall prevent WPMA from pursuing other venues for providing its maritime curriculum on regionally, for example other COFA States, Hawaii and American Samoa,
- F. CMI-MVTC and WPMA will notify each other and agree on any public notice that involves the other party, including, but not limited to press releases, interviews, marketing and articles for publication.

SIGNATURE PAGE


Meitaka Kendall-Lekka
Interim President
College of Marshall Islands


Captain Michael W. Bacher
Executive Director
Western Pacific Maritime Academy, Inc.