

General Information – TYPE CLEARLY

Personal Information & Home Address

First Name:	Last Name:	Email Address:	Date:
Street Address:		Home Phone Number:	Mobile Phone Number:
City:	Country:	Postal Code:	Home Airport:
Date of Birth:	Country of Birth:	Country of Citizenship:	National Id #: (Social Security Number)

Personal Appearance & Work Clothes Sizes

Hair Color:	Eye Color:	Height: (Specify cm or ft.)	Weight: (Specify kg or lb.)
T-shirt Size: S <input type="checkbox"/> M <input type="checkbox"/> L <input type="checkbox"/> XL <input type="checkbox"/> 2XL <input type="checkbox"/> 3XL <input type="checkbox"/>	Coverall Size: 48 <input type="checkbox"/> 50 <input type="checkbox"/> 52 <input type="checkbox"/> 54 <input type="checkbox"/> 56 <input type="checkbox"/> 58 <input type="checkbox"/>	Pant Size: 30:32 <input type="checkbox"/> 32:32 <input type="checkbox"/> 34:32 <input type="checkbox"/> 34:34 <input type="checkbox"/> 34:36 <input type="checkbox"/> 36:32 <input type="checkbox"/> 36:34 <input type="checkbox"/> 36:36 <input type="checkbox"/> 38:32 <input type="checkbox"/> 38:34 <input type="checkbox"/> 38:36 <input type="checkbox"/> 40:32 <input type="checkbox"/> 40:34 <input type="checkbox"/> 40:36 <input type="checkbox"/>	

Emergency Contact Information

First & Last Name:	Phone Number:	Email Address:
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Passport, Visa and Travel Documents

Passport Issued by Country:	Passport Number:	Passport Issue Date:	Passport Expiration Date:
C1D Visa: Yes <input type="checkbox"/> No <input type="checkbox"/>	B1 Visa: Yes <input type="checkbox"/> No <input type="checkbox"/>	H1B or L1: Yes <input type="checkbox"/> No <input type="checkbox"/>	ARC (Green Card): Yes <input type="checkbox"/> No <input type="checkbox"/>
Exp. Date: _____	Exp. Date: _____	Exp. Date: _____	Exp. Date: _____

Education & Work Experience

Profession:	Other Skills:
Certificates: (i.e. Welding Cert., Pipe Cert., HV Termination, Fiber Optic)	Education/ Diplomas:

Bank Information (The Banking Information you provide must be obtained directly from your bank, to avoid any difficulties in the wire transfer process)

Bank Name:	Bank Address:		
City:	Country:	Postal Cod:	Telephone Number:
Bank Account Number:	Bank IBAN Number (If Available)		Fax Number:
Bank SWIFT Code or ABA Code *(See Instructions Below)	Bank SORT Code: (If Available)		Bank Clearing Number:
Name of the Person on the Bank Account:	Address for the Person on the Bank Account:		

*(Generally speaking the bank SWIFT code is a set of 8 letters, but at times it could be a combination of 11 letters and numbers)

INDEPENDENT CONTRACTOR AGREEMENT

WHEN YOU ARE HIRED BY USS, INC. ("USS") A COMPANY INCORPORATED IN THE BRITISH VIRGIN ISLAND YOU ARE HIRED AS AN INDEPENDENT CONTRACTOR AND THE BELOW TERMS AND CONDITIONS APPLY.

PLEASE READ THE TERMS AND CONDITIONS CAREFULLY. YOUR SIGNATURE WILL SIGNIFY THAT YOU HAVE READ, UNDERSTOOD AND AGREED TO THESE TERMS AND CONDITIONS.

PLEASE NOTE THAT THIS INDEPENDENT CONTRACTOR AGREEMENT CONTAINS AN ARBITRATION CLAUSE.

PASSPORT AND TRAVEL

- 1. You are responsible for keeping your contact information updated. Send USS these 3 pages COMPLETE, EXECUTED AND DATED, and send a CLEAR copy of your PASSPORT as well as an additional PASSPORT picture of yourself, if possible, by e-mail or regular mail.**
2. USS Personnel will organize travel and hotel arrangements for you. An E-Ticket will be sent to you via e-mail or fax. In the event that you receive a paper ticket, and you do not use it, it is your responsibility to return this ticket to the address below so that USS may obtain a refund from the airlines. If you fail to do so, the total value of the ticket(s) will be deducted from your payments.
- 3. You are responsible for arriving at the airport on time. Transportation from your home to your airport will not be reimbursed and is your responsibility. Generally, travel is arranged either from your home airport to the project and return to your home airport or between projects. At the end of a project(s), travel will be arranged to return you to your home airport. ALL charges associated with any special arrangements for return trip to your home airport will be at your cost.**
4. We book double-occupancy hotel rooms. USS will pay for room and applicable taxes ONLY. All other room charges are at your own expense. In addition, if you want a single room, you are responsible for all room charges and will not be reimbursed for this expense.
5. You are responsible for transportation and expenses while in your home country. This includes meal expenses during travel.

PAYMENT AND EXPENSES

6. Payments for independent contractors will be on the 15th day of each month for the previous month's work. The only exception is for work performed in Dry-Dock(s) when you will be advised of payment terms by your USS Project Manager.
7. **You must turn in original receipts for extra expenses to your USS Project Manager before the last day of the month or they will not be paid. Taxi expenses for transportation from the vessel to the airport for your return trip home need to be faxed or emailed to the office within 5 (five) days of your airport departure for you to be reimbursed.**
8. You are responsible for keeping track of your work hours and expenses and to review them with the USS Project Manager.
9. All personal shipboard accounts for food and beverage must be settled before you leave the ship or the expenses will be deducted from your final payments.

TAXES— YOUR RESPONSIBILITY

10. You are being contracted by United Ship Service, ("USS") a British Virgin Island Registered Company as an independent contractor. You are not an employee of USS. As an independent contractor you are responsible for reporting your income in your home country and for paying appropriate taxes. USS will not be held responsible for reporting your income.

INSURANCE— YOUR RESPONSIBILITY

11. You are solely responsible for obtaining necessary insurance coverage, including but not limited to, liability and workers' compensation and unemployment insurance coverage.

FRINGE BENEFITS

12. You are an independent contractor, and you understand and agree that you are not an employee of USS and as such you are not eligible to participate in any employee pension, health, vacation pay, sick pay, worker's compensation, disability benefits, or other fringe benefit plan of Company.

INDEMNIFICATION

13. **You also agree to defend, indemnify, and hold USS harmless from any loss or liability arising from performing services under this Agreement.**

WORK PROCEDURES

14. You will be provided appropriate work wear by your USS Project Manager. You are responsible for informing us of your overall size. If work wear items provided by USS for use during the project are not returned at the end of the project, the cost for the clothing will be deducted from your pay.
15. Safety items, including person protection equipment (“PPE”), will be supplied by USS except for safety footwear. It is your responsibility to bring and to wear proper safety footwear when you are work under contract with USS.
16. You are responsible for all tools and equipment supplied to you by USS. Missing or broken tools must be reported to the USS Project Manager in charge. If personal protection gear has been damaged, lost or is in disrepair, you must immediately stop the work you are doing and notify the USS Project Manager so replacement can be provided.
17. When boarding a vessel, you will promptly notify the USS Project Manager of your arrival. During your contract with USS, whether in dry dock or onboard a vessel, you report directly to- and only to- the USS Project Manager.
18. All USS contractors will report to their USS Project Manager at the start and end of their daily work shift. You are to stop work **ONLY** for designated meal and coffee breaks at times designated by your USS Project Manager on the vessel.
19. During working hours: **SMOKING IS ONLY ALLOWED DURING DESIGNATED 15 min. break in the morning, a 30 min. lunch break and one 15 min. break in the afternoon.** Smoking can only take place during your breaks at a designated smoking area on the outside deck. You must collect your litter and dispose of it appropriately.
20. You must have approval from the USS Project Manager before leaving the vessel for any shore leave. No hours are to be billed for any personal time ashore.

SAFETY FIRST

21. **SAFETY IS OF OUTMOST IMPORTANCE TO USS.** As an independent contractor for USS, you commit yourself to conduct your work in a safe manner. You must always be aware of your own safety and the safety of others around you.
22. **ONLY AUTHORIZED WORK PERMITTED.** You will **ONLY** perform work assigned to you by the USS Project Manager. Under no circumstance will you take on any additional work that has not been specifically approved by the USS Project Manager. This rule is absolute, and the rule applies regardless of how small the additional task appears and whether the additional work has been requested or directed by any Ship Officer or any other person.

23. **SAFETY GEAR MUST BE USED.** You must always wear appropriate personal protection gear, such as eye wear, head gear, ear protection, appropriate clothing and footwear when conducting work for USS. If you have lost, misplaced, or have personal protection gear that has been damaged, all work should immediately halt in the safest possible manner, and you must immediately notify the USS Project Manager so replacement can be provided.
24. **SMOKING is NOT permitted in WORK AREAS, CABINS, or PUBLIC AREAS of the vessel.**
25. **VIOLATION OF SAFETY RULES WILL RESULT IN TERMINATION OF YOUR CONTRACT.** Any violation of these safety rules will result in immediate termination of your contract, and you will be responsible for the costs of returning home as well as the travel costs incurred by USS to secure your replacement.

STANDARD FOR CONDUCT DURING CONTRACT

26. When you are onboard a vessel as an independent contractor of USS you are expected to always act in a professional manner. **INAPPROPRIATE LANGUAGE and IMPROPER BEHAVIOR, including SEXUAL HARASSMENT**, are unacceptable and will result in termination of your contract.
27. **ZERO TOLERANCE FOR INTOXICATION AND DRUG USE.** Any reports or observations of any such behavior while onboard a vessel or at any time under contract for USS will result in the contractor being tested for alcohol or drugs and if you are found to be under the influence, you will be terminated.
28. Please note that when you are onboard a vessel, the individual Cruise Line's may have **ON BOARD WORKING POLICIES** for **CONTRACTORS/TECHNICIANS**. You must familiarize yourself with these policies and follow them. If you are unsure of what the policies are or need clarification, please ask your USS Project Manager.
29. You are working onboard as an independent contract worker for USS. You will not socialize with or participate in any passenger and crew related events on the vessel.
30. You will not visit the cabin of any passenger or crew. If access to passenger or crew cabin is necessary to conduct repair or maintenance, such access must be approved of by your USS Project Manager ahead of time. USS Project Manager, or somebody designated by him, should be present when the work is conducted.
31. After working hours, if you must access **PUBLIC AREAS** on the vessel, you must dress and act according to the ship's code and always maintain proper hygiene and behavior.

32. **VIOLATION OF THE STANDARD FOR CONDUCT WILL RESULT IN THE TERMINATION OF YOUR CONTRACT.** Any violation of the standard for conduct number 23 or 24 above will result in immediate termination of your contract. Violation of any of the other standards for conduct listed above, gives USS the right at its sole discretion to decide whether termination of your contract is appropriate under the circumstances. If you are terminated for breach of the standard of conduct in this agreement, you will be responsible for the costs of returning home as well as the travel costs incurred by USS to secure your replacement.

AUTHORIZATIONS

33. In the event USS requires a complete background check, you authorize and consent to allow USS or its agents to obtain information about you, including but not limited to, motor vehicle reports (driving records), credit history, employment or educational references, criminal history, and any relevant background information about you.
34. **By signing below, you agree to drug/alcohol tests at the discretion of the USS Project Manager.**

DISPUTE RESOLUTION-ARBITRATION

35. The following dispute resolution procedures are mandatory and must be used in resolving any and all claims or grievances arising from or related to your work as an independent contractor for USS. USS will seek to resolve any concerns or complaints you may have amicably with you upon being notified of your concerns. Your concerns should be reported to the USS Project Manager.
36. If the dispute is not resolved, all grievances and any other dispute whatsoever, whether in contract, regulatory, statutory, common law, tort or otherwise relating to or in any way connected with your work as an independent contractor for USS, including but not limited to claims for personal injury/disability or death, no matter how described, pleaded or styled, and whether asserted against USS, its affiliated companies, owner or employees, shall be referred to and resolved exclusively by mandatory binding arbitration pursuant to the United Nations Conventions on the Recognition and Enforcement of Foreign Arbitral Awards (New York 1958), 21 U.S.T. 2517, 330 U.N.T.S. ("The Convention"), except as provided by any government mandated contract. In addition, the independent contractor agrees to arbitrate any and all disputes regarding the existence, validity, termination, or enforceability of any term or provision in this Agreement including the arbitrability of the Agreement itself.

37. The arbitration will be conducted in accordance with the British Virgin Islands International arbitration Center's Arbitration Rules. The parties to this Agreement agree that:
- The number of arbitrators shall be one.
 - The place of arbitration shall be Road Town, Tortola, British Virgin Islands.
 - The language to be used in the arbitral proceedings shall be English; and
 - The law governing the arbitration is law of the British Virgin Island.
 - The arbitrator must be a licensed attorney of The British Virgin Islands in good standing, with at least ten (10) years' experience in the practice of law in The Bar of The British Virgin Islands; and (2) the individual cannot have represented the Company or anyone making any claim against the Company in the preceding seven (7) years. If the Parties are unable to agree upon the arbitrator, the arbitrator meeting sections (1) and (2) of this subpart will be appointed by The BVI International Arbitration Centre.
38. This Agreement shall be governed by, and all disputes, claims or controversies whatsoever, shall be resolved in accordance with the laws of the British Virgin Islands. The parties agree to this governing law notwithstanding any statutory claims for negligence, unseaworthiness, maintenance, cure, failure to provide prompt, proper and adequate medical care, wages, personal injury, or property damage which might be available under the laws of any jurisdiction.
39. Arbitrations must be commenced within two (2) years from the date of the occurrence giving rise to the grievance or dispute, or the date the independent contractor knew or should have known of the occurrence giving rise to the grievance or dispute, except for claims for personal injury or death, which must be commenced within three (3) years from the date of the occurrence giving rise to the injury or death or the date the independent contractor knew of should have known of the occurrence giving rise to the injury or death. Claims brought forth thereafter will not be recognized and will be time-barred.
40. Any damages awarded shall follow, comport with, and be in accordance with the current Judicial College Guidelines for the Assessment of General Damages in Personal Injury Cases. Independent Contractor agrees that no uplift shall be applied to any damages. Independent Contractor and USS agree that there shall be no award or entitlement to attorneys' fees and costs, or punitive damages allowed in the arbitration proceeding.
41. Each party shall bear its own attorney's fees and costs incurred in connection with arbitration, except that the Company shall pay for the costs of the administration of the arbitration itself, including charges by the arbitrator.
42. Arbitration shall be administered by the BVI International Arbitration Centre Procedures (the "BVIIAC Rules"); however, to the extent of any conflict with the provisions of the BVIIAC Rules and this contract, this Contract shall govern. The initiating party shall file a written demand for arbitration ("Demand") with the BVIIAC and on the same date, forward a copy of the Demand to the other party or that party's registered agent, identifying each party to the dispute, the initiating party's representative, if any, and shall include a detailed description of the nature of the claim, the estimated amount in controversy and the relief and/or damages sought.

43. The initiating party shall file a written demand for arbitration ("Demand") with the BVIIAC and on the same date, forward a copy of the Demand to the other party or that party's registered agent, identifying each party to the dispute, the initiating party's representative, if any, and shall include a detailed description of the nature of the claim, the estimated amount in controversy and the relief and/or damages sought.
44. The BVIIAC Rules shall govern discovery and procedure not specifically addressed in this Agreement. The parties shall have the right in arbitration to conduct depositions under oath of parties and witnesses, however depositions shall be limited to a maximum of three (3) fact depositions per party lasting not longer than five (5) hours' duration each. This limitation on the number of depositions does not apply to experts. The parties may make reasonable requests for documents, not to exceed Twenty-five (25) in number, which are strictly relevant to the issues in dispute and necessary for the proper resolution of those issues, subject to the principle of proportionality. Any documents relating to internal policies, procedures or memoranda for which the Company claims privilege as either proprietary, trade secret, or confidential ("Confidential Documents") shall be produced only upon entry of a Confidentiality Agreement acceptable to Company, and no party shall disclose or otherwise make public such Confidential Documents. If either party is asserting any claim for personal injury, then the party against whom such claim is made shall have the right to have the claimant examined by doctors of that party's choosing in specialties relevant to any such claims, and the report of such physicians shall be admissible at arbitration. To maintain the impartiality of the examination, neither party's attorney, agent, nor representative shall be present during any examination, nor will such examination be recorded by video or any other means. Each party will be limited to five (5) expert witnesses. Claimant shall provide their Experts' reports first to the Respondent. Respondent will then within forty-five days of receipt provide their Experts' reports in response. The parties will exchange documentation to be relied upon at the final arbitration hearing in accordance with the BVIIAC Rules.
45. Independent Contractor and USS knowingly, willingly, and voluntarily waive any right they may have to a jury trial and waive any right to have a court determine the enforceability of this Crew Contract or the agreement to arbitrate
46. All arbitration must be brought by or on behalf of Independent contractors in their own names, and not on behalf of others or an unnamed basis. The Independent Contractor waives any right to assert any claims against the Company, Master, Employer, Ship Owner, Vessel, Vessel Operator or USS subsidiaries, related entities, USS employees, agents, independent contractors or concessionaires, including but not limited to the owners and operators, agents or independent contractors, representative or member in any class or representative action, except where such waiver is prohibited by law.

WAIVER OF TRIAL BY JURY

47. By signing this agreement, you acknowledge that by agreeing to arbitration they voluntarily and knowingly waive any right they may have to a jury trial. The arbitration referred to in this contract is exclusive, mandatory, final and binding. Claims and lawsuits arising from or relating to the independent contractor service for USS shall not be brought by any party to this Agreement except to compel arbitration or to enforce the arbitration award.

SEPARABILITY

48. Any provision of this Agreement that is determined in any jurisdiction to be unenforceable for any reason shall be deemed severed from this Agreement in that jurisdiction only and all remaining provisions shall remain in full force.

By signing below, you acknowledge that you have read, understood, and agreed to the terms and conditions contained in this Independent Contractor Agreement.

Date and Place: _____

Print Name: _____

Signature: _____