

INTRODUCTION DNV

Driven by our purpose to safeguard life, property and the environment, DNV helps organizations advance safety and sustainability throughout their business. Our origins stretch back to 1864. Today, we are a global certification body, partnering with companies for their certification needs everywhere, every day.

Having issued more than 90,000 certificates worldwide, we work with Fortune 500 as well as smaller and medium-sized companies. Our certification journey provides you with a focused path to reach your business objectives and build stakeholder trust. Our trainers and auditors always strive to ensure quality, integrity and to advance innovative services adding value.

We are committed to support our customers' make critical decisions and realize long-term strategic goals sustainably.

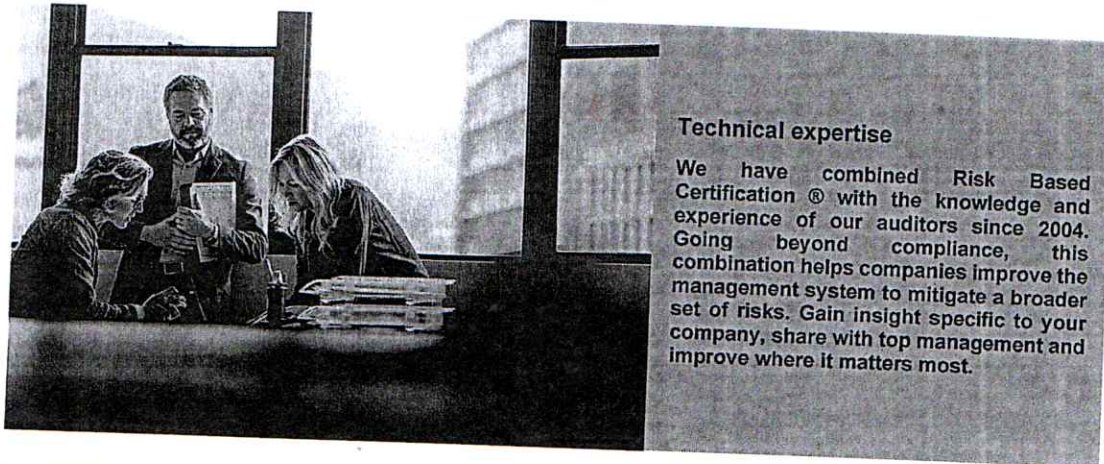
OUR PARTNERSHIP APPROACH

Finding the right certification body is key. With DNV, you partner with a trusted brand to provide you with added value auditing, actionable training and a digital customer experience.

Added value auditing

Organizations today are scrutinized and always asked to demonstrate performance of their own operations and beyond. We apply best-practice auditing techniques, remote and virtual delivery methods, and our proprietary Risk Based Certification® methodology to improve your management system and its ability to support your business goals.

This enables us to measure performance against selected standard(s) while also checking how well your management system supports identified focus areas. These are identified before every audit and should reflect risks essential for you to manage.



DNV's blended delivery framework provides for a more flexible certification approach without compromising on audit quality or effectiveness. For processes such as document reviews and interviews, a remote audit may be appropriate, while for more complex processes an auditor must be sent onsite. Our risk-based framework, considering suitable technology solutions, information sharing and company complexity, is used to calculate the suitable blend of remote and onsite audits.

Selecting your audit team

Our main assets are our professionals. Whether permanent auditors or subcontractors, DNV has a strong focus on their competence, training and qualifications. Recruiting auditors with a higher education, specific industry experience

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- Leading assurance services built on auditor expertise, our unique Risk Based Certification® and digital innovation.
- Commitment to added value auditing through continuous development of our existing services, digital solutions and auditor competence.
- Improvement through awareness, from advanced analytics and benchmarked insight (Lumina™) to our ViewPoint customer community surveys revealing how peers approach trending managing system and broader topics (access surveys on dnv.com/viewpoint).
- Turn knowledge into action with training courses offered on development and integration of management systems, Internal Auditor Training Courses and IRCA Certified Lead Auditor Training Courses. This covers management systems standards from ISO 9001, ISO 14001 to ISO 45001 and beyond as well as new standards and versions when relevant.
- Benefit from our experience across industries and within our strategic sectors food & beverage, automotive & aerospace and ICT.
- Address growing demands for sustainable operations and confidently contribute to the UN SDGs.

**COOPERATION WITH DNV**

We trust that this letter and the attached proposal are according to your expectations. In case you have any questions, feel free to contact us. In addition, we are more than willing to discuss our audit process and proposal in more detail wherever convenient.

When you decide to enter an agreement with DNV, we kindly ask you to sign the agreement and send it back to us. We will, after countersigning, return one copy to you.

We look forward to a successful partnership.

Kind regards,

DNV AS Philippine Branch

Raquel Omli

Annex: Certification Agreement



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SECTION I CONTRACT FRAMEWORK

Customer	Account Name: Maritime Industry Authority	Address: MARINA Building, Bonifacio Drive corner 20th Street, Port Area 1000, Manila Philippines
	VAT/Tax#: 496-358-861	Tel:
	Contact Person: Ms. Sonia B. Malaluan	E-mail: bacsec@marina.gov.ph
DNV	Legal entity (hereinafter called DNV): DNV AS Philippine Branch	Address: 4th Floor One E-com Center Building, Harbor Drive Sunset Avenue, Mall of Asia Complex, 1300, Pasay City Philippines
	Contact person: Raquel Omli	Tel: +632 8836 7214
		E-mail: Raquel.Omli@dnv.com

This is a framework agreement in which the Parties have agreed terms to govern any training or E-learning/Inhouse E-Learning services that DNV or a legal entity in the DNV Group of companies ("DNV Affiliates") will provide to the Customer (the "Agreement"). This Agreement shall consist of: Section I – Contract Framework, Section II – Work Order, Section III - Terms and Conditions, which, together constitute the integrated entire Agreement between the parties, superseding and replacing all prior agreements, understandings or representations relating to the subject matter hereof.

The above listed documents in the Agreement shall be interpreted as one agreement and in case of any ambiguities, or contradictions between the various documents, the documents shall take precedence in the order listed here: Work Order, General Terms and Conditions, the Contract Framework, and any attachments. Customer and DNV and/or DNV Affiliates shall enter a Work Order in the form attached in Section II for all services required under the Agreement and DNV shall not be obliged to start work and/or shall be entitled to withhold Deliverables under this Agreement until it is in receipt of a completed Work Order in a form outline in Section II. Any terms and conditions included in any of Customer's purchase orders shall be disregarded. Should any provision of this Agreement be held to be invalid or unenforceable, such shall not affect the validity or enforceability of any other part or provision of this Agreement. Such provision shall be amended to the extent necessary to make the provision valid and enforceable, while keeping as strictly and closely as possible to the original wording and purpose of the provision.

This Agreement shall remain in full force for three years from the effective date.



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Part B) Financials

All documented, necessary, and reasonable travel, meal/s, accommodation and other costs and expenses, plus VAT or other taxes, duties, or levies on the same, for the trainer(s) shall be charged to Customer ("Expenses"). DNV shall not be liable for any costs and expenses incurred by Participant in connection with the Training.

Unless otherwise explicitly stated herein, the Fees are exclusive of VAT and any other taxes, duties, and levies.

Failure to pay in accordance with the above may result in the Training and/or E-Learning being cancelled without any prior notice.

Year	Training Name/ City	Activity Description	Total Training Days/Enrolment/Keys	Currency	Investment
2025 - Inhouse	ISO 21001:2018 - Educational Organization Management System - Manila -28 participants (2 trainers) -Schedule: May 26-30,2025	Training Class for ISO 21001:2018 Lead Auditor Course	5.000	PHP	500,000.00
		Travel Expenses (Accommodation,Transportation, Subsistence)	-	PHP	250,000.00
		Materials	-	PHP	5,000.00
TOTAL					755,000.00
VAT (12%)					90,600.00
TOTAL AMOUNT PAYABLE					845,600.00

Other Fees, expenses, costs and terms of invoicing

Travel details

All other expenses (Accommodation and board), will be invoiced at cost.

Accommodation

All other expenses (Accommodation and board), will be invoiced at cost.

Daily subsistence

All other expenses (Accommodation and board), will be invoiced at cost.

Invoicing

within 30 days from date of Invoice

- 4.1 Prices quoted are exclusive of taxes, duties, and levies, including but not limited to, VAT and other sales taxes. Customer shall pay all amounts due under the Agreement in full without deduction or withholding except as required by law and the Customer shall not be entitled to any set-off against DNV in order to justify withholding payment of any amount. Each party is solely responsible for paying any and all taxes to any public authority wherever such taxes are levied on the activities of such party.
- 4.2 DNV shall invoice the Customer in advance of the services on receipt of a signed copy of this Agreement or issuance of a Work Order.. Customer must ensure that payment is made in full in cleared funds to the bank account nominated by DNV within 30 days from date of Invoice of the date of the invoice. DNV shall have the right to charge late payment interest on any overdue amounts according to the applicable law of this Contract, or 10% per annum pro rata, whichever is higher.
- 4.3 It is the Customer's responsibility to provide DNV with correct, up-to-date invoicing procedures and details, including but not limited to company name, address, contact person and Purchase Order number. Failure to do so that results in a delayed payment over within 30 days from date of Invoice from the date of the original issued invoice, shall entitle DNV to charge late payment interest on any overdue amounts according to the applicable law of this Contract, or 10% per annum pro rata, whichever is higher.
- 4.4 If it is Customer's internal policy to issue a Purchase Order before payment, it shall inform DNV prior to signature of this Agreement and issue a Purchase Order when returning a signed copy of this Agreement. Failure to do so shall entitle DNV to issue an invoice in line with Clause 4.2 or Clause 4.3 without receipt of Customer's Purchase Order and trigger the requirement that payment is made by the Customer in full in cleared funds to the bank account nominated by DNV within within 30 days from date of Invoice of the date of any invoice issued by DNV. Failure to do so shall be considered an overdue payment and DNV shall have the right to charge late payment interest as set out above.
- 4.5 DNV reserves the right to invoice for extra hours at the rate agreed in the proposal or set out in the Finance section above if material information has not been declared or there is a reason justified in writing.
- 4.6 If Customer requests Services to be performed outside of normal working hours, DNV may charge a surcharge in addition to the agreed rates which will be agreed with the Customer at the time of the request.
- 4.7 DNV shall be entitled to increase its rates and prices to adjust for inflation with a maximum of either the previous published inflation rate of the Consumer Price Index in the jurisdiction specified in Clause 12.1 below or 2%, whichever is the greater. Said price change may be applied by DNV once annually.

5 CONFIDENTIALITY AND DATA PROTECTION

- 5.1 Each party ("Recipient") agrees to keep confidential any information it receives from the other party ("Disclosing Party") in the course of the Agreement which, by denotation or reasonable circumstances, is considered confidential to the Disclosing Party. The Recipient shall treat such received information with reasonable care and diligence, not disseminating or disclosing it to third parties without the Disclosing Party's prior written consent, provided however that each party may share such information with its officers, employees, affiliates, subsidiaries or subcontractors who are subject to confidentiality obligations reflecting the principles herein.
- 5.2 Regardless of anything to the contrary in this Agreement, and subject to the exceptions in the clause below, the training, E-learning, all Training Material as well as the content thereof, in addition to any user names and passwords provided by DNV, shall be deemed to constitute confidential information.
- 5.3 The Customer shall ensure that all access credentials provided by DNV for access to the E-learning or Training Material shall only be disclosed to the Participant and shall be kept confidential by the Participant to whom such credentials (e.g. user name and/or password) are provided (and the same will not be disclosed to third parties, or other employees or representatives of the Customer without DNV's prior written consent). The Customer and any Participant shall immediately notify DNV if it becomes aware of the loss, theft or disclosure to any third party or any unauthorized use of access credentials.
- 5.4 The obligations set forth above shall not apply to (a) DNV's reference to the Customer under this Agreement in any efforts to secure other business, unless the Customer expressly and in writing forbids such reference, or (b) to any information which: (i) was or becomes known to the Recipient from a third party without any confidentiality obligation; (ii) is or becomes generally available in the public domain through no act or failure to act on the part of the Recipient; (iii) is required to be disclosed by any competent court, governmental agency, accreditation, designating or notifying body in accordance with any applicable accreditation or certification scheme or system, or other relevant public authority in accordance with applicable law, court order or other public regulation; or (iv) has demonstrably been developed by the Recipient independently from this Agreement.
- 5.5 Notwithstanding the above, unless otherwise explicitly agreed, DNV shall have the rights to: (i) use any information generated in the course of the Services which contain or otherwise reflect the information of the Customer for statistical, analytical and training purposes within the DNV Group of companies, provided that such information is kept internally within the DNV Group of companies or published only in aggregated anonymous forms; and (ii) make reference to Customer and/or the Services under this Agreement in any efforts to secure other business, unless Customer expressly prohibits in writing such reference.
- 5.6 The obligations in this section shall survive the completion of the Services or termination of this Agreement and remain for as long as the relevant information is confidential.
- 5.7 DNV processes Customer's personal data for conducting the performance under this Agreement. The parties acknowledge that DNV acts as data controller in this regard. Both parties warrant that they comply with all relevant laws and regulations relating to data protection, whether local, national or supranational. For detailed information on how DNV handles personal data see <https://www.dnv.com/privacy/index.html>. The Customer will inform the data subjects whose personal data is transferred to DNV about this privacy notice when providing DNV with access to their personal data.

6 INTELLECTUAL PROPERTY RIGHTS

- 6.1 Both parties agree that any intellectual property right (either registered or not) in existence prior to this Agreement shall remain the sole property of the originating party. DNV shall be deemed to have full ownership rights, including copyright, to the training, E-Learning and Training Material (if the training Material is created or provided by DNV).

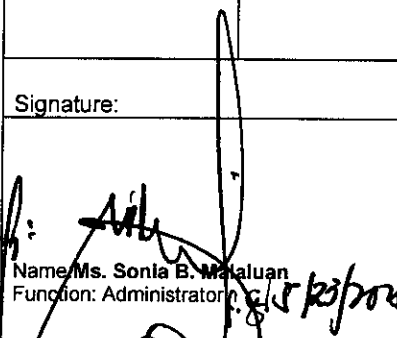

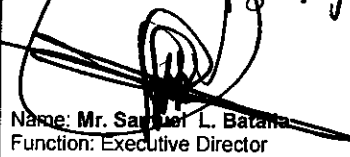
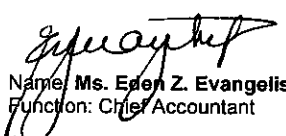


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- 11.4 DNV reserves the discretionary right to cancel any Services, including training or E-learning, and shall make reasonable endeavours to inform the Customer and/or participants of such cancellation with prior written notice. In case of cancellation by DNV, Customer's sole claim against DNV shall be the refund of the fees paid by Customer to DNV for the cancelled Services.
- 11.5 Customer shall have the right to cancel its participation in the Services by giving prior written notice to DNV prior to the commencement of the training or E-learning. In case of Customer's cancellation, 21 days or less prior to the commencement of the training or E-learning or in the event that a Participant does not attend the training, Customer shall pay 100% of the agreed fee plus 100% of any unrecoverable expenses incurred by DNV in respect of the Services. The Customer acknowledges that the forgoing cancellation fee represents a genuine and reasonable pre-estimate of the losses that DNV will incur in the event of cancellation (due, inter alia, to the inability of DNV to reallocate its personnel to other assignments within the cancellation period).
- 11.6 Both parties shall have the right to terminate this Agreement with immediate effect if the other party is in material breach of its obligations hereunder or if the other party goes bankrupt or enters into liquidation proceedings or enters by any similar circumstance anywhere in the world.

12 LAW AND JURISDICTION

- 12.1 This Agreement shall be governed by and construed exclusively in accordance with the laws of Philippines without regard to principles of conflicts of law.
- 12.2 The parties shall use their reasonable efforts to resolve any claim or dispute arising in relation to this Agreement by negotiations within a reasonable time. Should the parties fail to resolve any claim or dispute by negotiations, the dispute shall be exclusively subject to the jurisdiction of the courts of Philippines.

On behalf of MARITIME INDUSTRY AUTHORITY		On behalf of DNV	
Date:	Place:	Date: 22 May 2025	Place: Pasay City PH
Signature:		Signature:	
 Name: Ms. Sonia B. Mataluan Function: Administrator		 Name: Siang Hooi Silas Ding Function: Area Manager, SEA	
 Name: Mr. Samuel L. Batana Function: Executive Director STCW Office			
 Name: Ms. Eden Z. Evangelista Function: Chief Accountant			

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JUNE 25 2025

ATTY. HENRY ALMONTAYAO
Not. Com. Expires 31 December 2025
Roll No. 83825 - IBP No. 360061 (2024)
PTR No. 5581573 (2025-Quezon City)
MCLE No. VIII-0000998 (Until 2025)