BILATERAL

MEMORANDUM OF UNDERSTANDING BETWEEN THE MARITIME INDUSTRY AUTHORITY OF THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES AND THE MARITIME AND PORT AUTHORITY OF BRUNEI DARUSSALAM...

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The Maritime Industry Authority of the Government of the Republic of the Philippines and the Maritime and Port Authority of Brunei Darussalam (hereinafter referred to individually as "Participant" and collectively as "the Participants"),

HAVE REACHED the following understanding:

PARAGRAPH 1
OBJECTIVE

1.1

This Memorandum of Understanding (hereinafter referred to as "this MoU") is for the recognition of national certificates and is made under the provisions of the International Convention on Standards of Training, Certification and Watchkeeping for Seafarers (STCW), 1978, as amended (hereinafter referred to as "the STCW Convention") and the STCW Code and its amendments annexed to the STCW Convention (hereinafter referred to as "the STCW Code").

1.2

This MoU is made without prejudice to the national laws of either Participant.

PARAGRAPH 2
DEFINITIONS
For the purposes of this MoU:

2.1

"Certificate of Recognition" means a document issued by a Participant in accordance with the provisions of regulations I/2 and I/10 of the STCW Convention, certifying that the referenced national certificate is duly recognised, and the lawful holder is authorised to serve onboard the ships entitled to fly the flag of the other Participant in that capacity and/or perform the responsibility specified therein; and

2.2

"facilities and procedures" mean enterprises, institutions and organisations, operating within the limits of the Participants' respective responsibilities according to the STCW Convention, as well as the system on controlling and observing compliance with the STCW requirements on training, assessment of competence and certification for seafarers of the Participants.

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PARAGRAPH 3
CONDITIONS OF RECOGNITION

3.1

Having regard to the provisions of regulation I/10 of the STCW Convention including the related provisions of the STCW Code, the Participants have reached the following understanding:

3.1.1.

each Participant will recognise, by issuing a Certificate of Recognition, the national certificates issued by the other Participant as evidence of such recognition;

3.1.2.

each Participant will issue a Certificate of Recognition pursuant to regulation I/2, paragraph 7 of the STCW Convention following compliance by the other Participant with the requirements of regulation I/7 of the STCW Convention and section A-I/7 of the STCW Code;

3.1.3.

each Participant will ensure that the training and assessment of seafarers as required under the STCW Convention are administered and monitored in accordance with the provisions of section A-I/6 of the STCW Code, and that a register or registers of all certificates and endorsements is maintained and the information will be made available as required by regulation I/2 of the STCW Convention. Similarly, each Participant will ensure that those who are responsible for and that those who provide such training and assessment are qualified in accordance with the provisions of section A-I/6 of the STCW Code for the type and level of training or assessment involved;

3.1.4.

in accordance with regulation I/10, paragraph 1.1 of the STCW Convention, each Participant will allow the other Participant to carry out periodic inspection of its approved facilities and procedures by giving notice thirty (30) days prior to the date of intended visit and will make materials and training facilities available for inspection and review when requested. Similarly, each Participant will allow the other Participant to have access to the results of the quality standards evaluations conducted in accordance with regulation I/8 of the STCW Convention;

3.1.5.

each Participant will notify the other Participant within ninety (90) days of any significant change in the arrangements for training and certification applying under its administration in accordance with the STCW Convention, and in particular regulation 1/10, paragraph 1.2. The significant changes include:

a)

changes in the contact details of the official responsible for authentication checks;

b)

changes affecting the procedures set forth in this MoU;

c)

changes in form and substance of certificates covered by this MoU; and

d)

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changes that amount to substantial differences from the information communicated to the Secretary-General pursuant to section A-I/7 of the STCW Code;

3.1.6.

each Participant acknowledges that in accordance with the provisions of regulation I/10, paragraph 6 of the STCW Convention, endorsements issued by it in recognition of a certificate issued by another party will not be accorded further recognition by the other Participant;

3.1.7.

a) if a Participant, in accordance with regulation I/2, paragraphs 15 and 16 of the STCW Convention, wants to verify the authenticity or validity or contents of a certificate of the other Participant, it will communicate in writing such request for verification, through e-mail or other electronic means with the other Participant;

b) before the effective date of this MoU, each Participant will communicate in writing to the other Participant –

(i)

the list of names and designations of officials nominated by each Participant, who are responsible for issuing the certificate; and

(ii)

the list of names and designations of officials nominated by each Participant to act on its behalf to carry out the verifications of the authenticity, validity or the contents of a certificate issued by the other Participant;

c) each Participant will forward any changes in the list of nominated officials to the other Participant within ninety (90) days from such change;

3.1.8.

where a seafarer presents to a Participant for recognition a certificate issued under the provision of regulation II/2, paragraph 5 of regulation II/3, regulation III/2 or regulation III/3 or regulation VI/2 or issued under regulation VII/1 at the management level, as defined in the STCW Code, the said Participant will not recognise the certificate unless it is satisfied that the seafarer has an appropriate knowledge of the maritime legislation of the said Participant relevant to the functions they are permitted to perform;

3.1.9.

where a Participant, for disciplinary reasons suspends, revokes or otherwise withdraws its Certificate of Recognition of a certificate issued by the other Participant, the first-mentioned Participant will provide the other Participant with full details of the circumstances, within thirty (30) days from such suspension revocation or withdrawal.

PARAGRAPH 4
EFFECT OF THIS MOU
Except for the provisions in Paragraph 5, this MoU does not give rise to legally binding rights or obligations under international law, and the cooperation and exchanges under this MoU will be conducted subject to the respective national laws and regulations of the Participants.

PARAGRAPH 5
CONFIDENTIALITY

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5.1

Each Participant shall observe the confidentiality and secrecy of documents, information and other data received or supplied to the other Participant arising from any cooperation under this MoU. Neither Participant shall disclose such confidential information to a third party by any means except with the prior approval of the Participant that furnished the information.

5.2

The Participants agree that the provision mentioned in Paragraph 5.1 shall be binding between them notwithstanding the suspension, expiration or termination of this MoU.

PARAGRAPH 6
SETTLEMENT OF DIFFERENCES OR DISPUTES
Any difference or dispute between the Participants arising out of or from the interpretation, implementation or application of this MoU will be resolved amicably by mutual consultations or negotiations between the Participants through diplomatic channels and shall not be referred to any third party or international tribunal. In the event of differences or disputes in relation to Paragraph 5 that cannot be resolved amicably between the Participants, the Participants may agree to refer such differences or disputes to their agreed third party or international tribunal.

PARAGRAPH 7
CONTACT DETAILS
7.1 For the Movement of the Republic of the Philippines:

Maritime Industry Authority (MARINA)
5/F MARINA Bldg.
Bonifacio Drive Cor. 20th Street
Port Arena (South)
Manila

Attention: Executive Director, STCW Office
Telephone: +632 8354-9645
E-mail: oed@marina.gov.ph
oadm@marina.gov.ph
Website: stcw.marina.gov.ph

7.2 For the Maritime and Port Authority of Brunei Darussalam:

Maritime and Port Authority of Brunei Darussalam
Jalan Pelabuhan, Muara BT 1728
Brunei Darussalam

Attention: Maritime Training and Standards
Telephone: +673 8202809/ +673 8240289
E-mail: certification.mts@mpabd.gov.bn / info@mpabd.gov.bn
Website: www.mpabd.gov.bn

PARAGRAPH 8
SUSPENSION

Each Participant reserves the right for reasons of national security, national interest, public order or public health to suspend temporarily, either in whole or in part, the implementation of this MoU which suspension will take effect immediately after notification has been given to the other Participant through diplomatic channels.

PARAGRAPH 9
AMENDMENT AND MODIFICATION
The Participants may, at any time, agree in writing to modify or otherwise amend all or any part of this MoU by mutual consent. Such amendment or modification shall come into effect and form part of this MoU in accordance with Paragraph 10.

PARAGRAPH 10
EFFECTIVE DATE, DURATION, RENEWAL, TERMINATION AND REPLACEMENT CLAUSE

10.1

This MoU shall come into effect on the date of signing and shall remain effective for a period of five (5) years. If this MoU is signed by the Participants on different dates, it shall come into effect on the later date of signing. This MoU shall automatically be extended for subsequent five (5) years unless either Participant notifies the other Participant of its intention to not extend this MoU at least six (6) months before its expiration.

10.2

This MoU shall, upon coming into effect, replace the earlier Undertaking between the Government of His Majesty the Sultan and Yang Di-Pertuan of Brunei Darussalam and the Government of the Republic of the Philippines Concerning the Recognition of Certificates under Regulation I/10 of the 1978 STCW Convention, as amended, of Seafarers for Service on Vessels Registered in Brunei Darussalam signed on 23rd August 2001.

10.3

Either Participant may at any time terminate this MoU by notifying the other Participant of its intention to terminate this MoU by a notice in writing at least six (6) months prior to its intended date of termination.

10.4

The expiration or termination of this MoU shall not affect the validity of any arrangement or affect the implementation of ongoing activities and/or programmes, unless the Participants mutually decide otherwise.

SIGNED AT Bandar Seri Begawan on the 28 day of May in the year 2024 in two (2) original copies in English language.

FOR AND ON BEHALF OF THE
MARITIME INDUSTRY AUTHORITY
OF THE GOVERNMENT OF THE
REPUBLIC OF THE PHILIPPINES

FOR AND ON BEHALF OF THE
MARITIME AND PORT AUTHORITY
OF BRUNEI DARUSSALAM

(Sgd.)
The Honourable Jaime J. Bautista

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(Sgd.)
The Honourable Pengiran Dato Seri Setia
Shamhary Bin Pengiran Dato Paduka
Haji Mustapha

Secretary of Transportation
Philippines

Minister of Transport
and Infocommunications Brunei Darussalam

Entry into Force: May 28, 2024

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