BILATERAL

MEMORANDUM OF UNDERSTANDING BETWEEN THE MARITIME INDUSTRY AUTHORITY ON BEHALF OF THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES AND THE MARITIME AND COASTGUARD AGENCY, INCLUD...

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The Maritime Industry Authority, on behalf of the Government of the Republic of the Philippines, and the Maritime and Coastguard Agency, including the Red Ensign Group members[1], on behalf of the Government of the United Kingdom of Great Britain and Northern Ireland, hereinafter referred to individually as “Participant” and collectively as “Participants”,

Desiring to promote good relations between them on the basis of equal partnership and mutual interests, and

Acting in accordance with the provisions of the International Convention on Standards of Training, Certification and Watchkeeping for Seafarers (STCW) Convention, 1978, as amended,

Have agreed as follows:

Article 1
Definitions
For the purpose of this Memorandum of Understanding (MOU),

1-1-

Administration means the Government of the Participant whose flag the ship is entitled to fly.

1-2-

Certificate means a valid document, by whatever name it may be known, issued by or under the authority of the Administration or recognized by the Administration authorizing the holder to serve as stated in this document or as authorized by national regulations.

1-3-

The Participants in this MOU are:

a)

Maritime Industry Authority (MARINA) as the Administration on behalf of the Government of the Republic of the Philippines; and

b)

Maritime and Coastguard Agency as the Administration on behalf of the Government of the United Kingdom of Great Britain and Northern Ireland, including the Red Ensign Group members.

1-4-

The Recognizing Participant is the Participant that shall provide its endorsement as evidence of recognition.

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1-5-

The Certificate Issuing Participant is the Participant whose national certificates are to be recognized

1-6-

Convention means the International Convention on Standards of Training Certification and Watchkeeping for Seafarers, 1978, and its subsequent amendments.

1-7-

STCW Code means Seafarer's Training, Certification and Watchkeeping Code annexed to the Convention.

Article 2
National Laws
This MOU is signed without prejudice to the application of the national laws of either Participant.

Article 3
Conditions of Recognition
Having regarded the provision of Regulation I/10 of the Convention including the related provision of the STCW Code, the Participants agreed to recognize the certificates for seafarers issued by the other Participant in the following cases:

3-1-

Compliance with the Requirements of Regulation I/7 of the Convention. (Both Participant's names shall be in the IMO White list).

3-2-

The Certificate Issuing Participant shall ensure that the training and assessment of seafarers as required under the Convention are administered and monitored in accordance with the provision of section A-I/6 of the STCW Code

3-3-

The Certificate Issuing Participant shall ensure that a register or registers of all certificates and endorsement is/are maintained and the information shall be made available as required by Regulation I/2 of the Convention

3-4-

The Certificate Issuing Participant shall ensure that those who are responsible for and those who provide such training and assessment are qualified in accordance with the provision of A-I/6 of the STCW Code for the type and level of training or assessment involved.

3-5-

In accordance with Regulation I/10, Paragraph 1.1, the Certificate Issuing Participant shall allow the Recognizing Participant to carry out periodic inspection of the facilities, to procedures, or to review the policies which have been approved or employed concerning:

1-

standards of competency;

2-

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training;

3-

the issue, endorsement, revalidation, and revocation request;

4-

record-keeping;

5-

medical standards;

6-

quality standards; and

7-

communication and response to verification request.

3-6-

The Certificate Issuing Participant shall notify the Recognizing Participant within ninety (90) days of any significant changes in the arrangements for training and certification applying under its administration in accordance with the Convention, and in particular regulation I/10 Paragraph 1.2., which includes:

1-

changes in the position, address or access information for the official responsible for implementing this MOU;

2-

changes affecting the procedures set forth in this MOU; and

3-

changes which amount to substantial difference from the information communicated to the Secretary-General pursuant to section A-I/7 of the Code.

3-7-

The Recognizing Participants shall be ensured that seafarers at management level have an appropriate knowledge of the maritime legislation of their country relevant to the functions they are allowed to perform.

3-8-

The Certificate Issuing Participant shall provide the Recognizing Participant with full details of the circumstances within ninety (90) days if a certificate is suspended, revoked, or otherwise withdrawn due to disciplinary actions.

3-9-

The Certificate Issuing Participant shall make available to the Recognizing Participant the results of the external audit reports on the quality standards evaluations conducted in accordance with paragraph 3, section A-I/8 of the STCW Code and the steps it has taken to implement any subsequent amendments to the Convention and STCW Code pursuant to Section A-17.

3-10-

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The Recognizing Participant shall provide the Certificate Issuing Participant with full details of the circumstances within ninety (90) days if a recognizing endorsement based on the certificate issued by the Certificate Issuing Participant is suspended, revoked or otherwise withdrawn due to disciplinary reasons.

3-11-

The Recognizing Participant shall not issue the recognition endorsement based on the endorsement issued by the third party in accordance with the provisions of Regulations I/10 of the Convention.

Article 4
Mutual Cooperation

4-1-

The Participants agree to provide mutual cooperation to fortify the technical and administrative capabilities as regards the certification, training, watchkeeping, and labour maritime affairs of the seafarers of each Participant.

4-2-

The cost of the cooperative activities under this MOU will be funded on terms to be mutually determined and will be subject to availability of funds and the respective laws of the Participants.

Article 5
Visit and Evaluation
When requesting a visit, the Participants who intends to visit the other Participant shall observe the following conditions:

5-1-

A request to visit facilities shall be forwarded in writing, by facsimile or by email at least thirty (30) days before the intended date of visit;

5-2-

The request shall list the motives which, in the views of the Participant who intends to visit the other Participant, make it necessary to carry out the visit;

5-3-

The request shall contain the name the specific facility or facilities which the Participant intends to visit;

5-4-

The request shall contain the names of the officials taking part in the visit including their designation; and

5-5-

The Participant that conducted the visit shall communicate the results of any evaluation carried out within three (3) months from its completion to the visited Participant.

Article 6
Entry into Force
This MOU shall enter into force on the date of its signing.

Article 7

Validity, Renewal, Suspension, and/or Termination
This MOU shall remain in full force and effect for a period of five (5) years, provided that both Participants are listed on MSC. 1/Circ. 1163, as amended (IMO “White List”), and shall be automatically renewed for a similar period, unless a Participant officially notifies the other Participant, through diplomatic channels, of its desire to suspend or terminate this MOU. In such case, the MOU shall remain valid until sixty (60) days after the date on which one Participant receives an official notification form the other Participant expressing desire of the latter to suspend or terminate this MOU.

Article 8
Repealing Clause
This MOU repeals, supersedes, or amends accordingly any previous undertakings or memoranda of agreements, or parts thereof, concerning the Recognition of Certificates under the terms of the 1978 STCW Convention between the two Participants.

Article 9
Settlement of Differences

Any differences between the Participants arising out of the interpretation or implementation of the MOU shall be settled amicably by consultations or negotiations, through diplomatic channels.

Article 10
Amendment
Any amendment to or revision of the text of the MOU shall be done by mutual written consent of the Participants, through diplomatic channels. Such an amendment or revision shall enter into force in accordance with Article 6.

Article 11
Verification Procedure
The Certificate Issuing Participant shall respond in writing, by facsimile or email to a request of the Recognizing Participant for the verification of the validity or the content of a certificate within five (5) working days.

In order to verify the validity of the content of a certificate, the Recognizing Participant will request to the interested person or company a copy of the certificate clearly showing identity of the holder, certificate number, date of issue, expiration date, photograph, as well as the information established in Section A-I/2 of the STCW Code specifying function, capacity, level and limitations applying (if any).

Article 12
Responsible Officials
The officials from both Participants who are designated to be directly responsible for implementing this MOU are:

12-1- For Maritime Industry Authority

Executive Director, STCW Office;

5/F Maritime Industry Authority Building

A. Bonifacio Drive corner 20th Street

Port Area, Manila 1018

Tel: +632 8354-9645

Email: oed@marina.gov.ph

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oadm@marina.gov.ph

Website: stcw.marina.gov.ph

12-2- For Maritime and Coastguard Agency

Chief Examiner

105 Commercial Road, Southampton

SO15 1EG

Tel +44 203 81 72200

Exams@mcga.gov.uk

www.gov.uk

12-3

Verification of validity or content of a certificate or endorsement issued by either Participant shall be carried out through above-mentioned addresses. Any changes in the address of a Participant shall be brought to the attention of the other Participants as soon as possible, but not later than thirty (30) days after the change has taken place.

For the Government of the
Republic of the Philippines
Maritime Industry Authority For the Government of the
United Kingdom
Maritime and Coastguard Agency

(Sgd.)
Administrator
Date: 23 May 2024 (Sgd.)
Chief Examiner
Date: 23 May 2024

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[1] Red Ensign Group members are defined as the United Kingdom, the Crown Dependencies (Isle of Man, Guemsey and Jersey) and the UK Overseas Territories (Anguilla, Bermuda, British Virgin Islands, Cayman Islands, Falkland Islands, Gibraltar, Montserrat, St. Helena and the Turks and Caicos Islands) which operate shipping registers from their jurisdictions.

Entry into Force: May 23, 2024

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