BILATERAL

MEMORANDUM OF AGREEMENT BETWEEN THE MARITIME INDUSTRY AUTHORITY OF THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES AND THE LEPL MARITIME TRANSPORT AGENCY OF GEORGIA ON BEHALF ...

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The Maritime Industry Authority on behalf of the Government of the Republic of the Philippines and the LEPL Maritime Transport Agency of Georgia on behalf of the Government of the Georgia, hereinafter referred to collectively as "Parties" and individually as "Party";

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

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

Have agreed as follows:

Article 1
Definitions
For the purpose of this Memorandum,

1-1 Administration means the Government of the Party whose flag the ship is entitled to fly.

1-2 Certificate means a seafarers' 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 under national regulations.

1-3 The Parties in this Memorandum are:

a)

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

b)

LEPL Maritime Transport Agency of Georgia (hereinafter referred as "MTA" on behalf of the Government of Georgia).

1-4 The Recognizing Party is the Party that shall provide its endorsement as evidence of recognition.

1-5 The Certificate Issuing Party is the Party whose national certificates are to be recognized.

1-6 Subject to the provision of this Memorandum:

a)

MARINA shall recognize certificates issued by MTA under Regulation I/2 of the Convention, in which case

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MARINA shall be the Recognizing Party and MTA the Certificate Issuing Party for the purposes of this Memorandum; and

b)

MTA shall recognize certificates issued by MARINA under Regulation I/2 of the Convention, in which case MTA shall be the Recognizing Party and MARINA the Certificate Issuing Party for the purposes of this Memorandum.

1-7 Convention means the International Convention on Standards of Training Certification and Watchkeeping for Seafarers, 1978, and its subsequent amendments.

1-8 STCW Code means the code annexed to the Convention.

Article 2
National Laws
This Memorandum is signed without prejudice to the National Laws of either Party.

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 Parties agreed to recognize the certificates for seafarers issued by the other party in the following cases:

3-1 Compliance with the Requirements of Regulation I/7 of the Convention. (Both parties' names shall be in the IMO White list).

3-2 The Certificate Issuing Party 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 Party shall ensure that a register 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 Party 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 Party shall allow the Recognizing Party, provided that a prior notice to the Issuing Party has been made by the Recognizing Party, to carry out periodic inspection of the facilities, procedures, or to review the policies which have been approved or employed concerning:

1-

standards of competency;

2- training;

3-

the issue, endorsement, revalidation, and revocation request;

4- record-keeping;

5- medical standards;

6- quality standards; and

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7-

communication and response to verification requests.

3-6 The Certificate Issuing Party shall notify the Recognizing Party, within the prescribed period from the occurrence of such change/s, through the Responsible Official email under article 11 of this memorandum 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 Memorandum (within 30 days);

2-

changes affecting the procedures set forth in this Memorandum (within 90 days); and;

3-

changes which amount to substantial differences from the information communicated to the International Maritime Organization Secretary-General pursuant to section A-I/7 of the Code (within 90 days); and

4-

Changes affecting White List (within 90 days).

3-7 The Certificate Issuing Party shall provide the Recognizing Party with full details of the circumstances within ninety (90) days if, during the seafarer's official duty on board a vessel of the Recognizing Party, his certificate is suspended, revoked, or otherwise withdrawn due to disciplinary actions.

3-8 The Certificate Issuing Party shall make available to the Recognizing Party 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 general overview of steps it has taken to implement any subsequent amendments to the convention and STCW Code pursuant to Section A-I/7.

3-9 The Recognizing party shall provide the Certificate Issuing Party with full details of the circumstances within ninety (90) days through Responsible Official email (article 11) if a recognizing endorsement based on the certificate issued by the Certificate Issuing Party is suspended, revoked or otherwise withdrawn due to disciplinary reasons.

3-10 The Recognizing Party shall not issue the recognition endorsement based on the endorsement issued by the third party in accordance with the provisions of Regulation I/10 of the Convention.

Article 4
Mutual Cooperation
4-1 The Parties agree to provide mutual cooperation to fortify the technical and administrative capabilities as regards to the certification, training, watchkeeping, and labour maritime affairs of the seafarers of each Party.

4-2 The cost of the cooperative under this Memorandum, shall be assumed by each party according to its own resources.

Article 5
Visit and Evaluation

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When requesting a visit, the Party who intends to visit the other Party shall satisfy 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 Party who intends to visit the other Party, make it necessary to carry out the visit;

5-3 The request shall name the specific facility or facilities which the Party 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 Party that conducted the visit shall communicate the results of any evaluation carried out within three (3) months from its completion to the visited Party.

Article 6
Entry into Force
This Memorandum shall enter into force on the date of its signing, through diplomatic channels.

Article 7
Validity Period
This Memorandum shall remain in full force and effect for a period of five years, provided that both Parties are listed on MSC. 1/Circ.1163, as amended (IMO "White List"), and shall be automatically renewed for similar periods, unless a Party officially notifies the other Party, through diplomatic channels, of its desire to suspend or terminate this Memorandum. In such a case, the Memorandum shall remain valid until sixty (60) days after the date on which one Party receives an official notification from the other Party expressing desire of the latter to suspend or terminate the validity of this Memorandum.

Article 8
Settlement of Dispute
8-1 Any dispute between the Parties arising out of the interpretation or implementation of the Memorandum shall be settled amicably by consultations and/or negotiations, through diplomatic channels.

8-2 This Memorandum, in addition to its English version, may also be drawn up and signed in the official languages of both Parties, being the content of all of them exactly the same. However, in case of discrepancy, the English version will prevail.

Article 9
Amendment
Any amendment or revision to the text of the Memorandum shall be done by prior mutual written consent of the Parities, through diplomatic channels. Such amendment or revision shall enter into force in accordance with the provision of Article 6 hereof.

Article 10
Repealing Clause
This Memorandum repeals or supersedes, accordingly the undertaking signed on 6 May 2003 and any other previous undertakings or Memorandum of Understandings, or parts thereof, concerning the Recognition of Certificates under the terms of the STCW Convention, 1978, as amended between the two parties.

Article 11
Verification Procedure
11-1 The Certificate Issuing Party shall respond in writing, by email to a request the Recognizing Party for the

verification of the validity of the certificate or veracity of its contents within five (5) working days after the request has been received.

11-2 In order to verify the authenticity of the content of a certificate, the Recognizing Party 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 and photograph is required as well as all the information established in section A-I/2 STCW Code specifying function, capacity, level and limitations applying (if any).

Article 12
Personal Data Protection

The parties agree that all information exchanged under this Memorandum will not shared by any means to third parties and shall be protected accordingly.

Article 13
Responsible Officials

The officials in both parties who are designated to be directly responsible for implementing this Memorandum are:

13-1 For Maritime Industry Authority

Executive Director, STCW Office
5/F MARINA Bldg,
Bonifacio Drive Cor. 20th Street
Port Area (South)
Manila
Tel: +632 83549645
Email: oadm@marina.gov.ph, oed@marina.gov.ph
Website: stcwo.marina.gov.ph

13-2 For LEPL Maritime Transport Agency of Georgia

Director _____
Batumi, Baku str 50
Tel: 0422 27 49 25
E-mail: info@mta.gov.ge
Web: http://www.mta.gov.ge/

13-3 Verification of validity or content of a certificate or endorsement issued by either party shall be carried out through above-mentioned addresses. In consonance with Article 3-6-1 of this Memorandum, any changes in the address of a Party shall be brought to the attention of the other Party as soon as possible, but not later than thirty (30) days after the change has taken place.

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For the Government of the For the Government of Georgia

Republic of the Philippines

(Sgd.) (Sgd.)

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SONIA B. MALALUAN ALEKSI AKHVLEDIANI

Maritime Industry Authority LEPL Maritime Transport

Agency of Georgia

Date: 12 Feb 2025 Date:

Entry into Force: February 12, 2025

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