

MEMORANDUM OF UNDERSTANDING BETWEEN THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES AND THE GOVERNMENT OF THE STATE OF QATAR ON MUTUAL RECOGNITION OF SEAFARERS' CERTIFICATES

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/e167b8c81df7/>

The Government of the Republic of the Philippines, as represented by the Maritime Industry Authority,

And the Government of the State of Qatar, as represented by the Ministry of Transport,

Jointly referred to hereinafter as the "Participants", and individually as the "Participant",

Desiring to implement the provisions stipulated in the International Convention on Standards of Training, Certification and Watchkeeping for Seafarers, 1978, and the Amendments thereof to which Qatar acceded by Decree No. (14) of 2003, hereinafter referred to as (STCW Convention),

Referring to Circular No. 1450 issued by the Maritime Safety Committee on the 24[th] of January 2013 on the Mutual Recognition of Certificates according to Regulation 1/10 of the STCW Convention.

Have reached the following understanding:

Article (1)

Definitions

In application of the provisions of this Memorandum, the following words and phrases shall have the meanings assigned thereto unless the context otherwise requires:

1-

"Certificate": any certificate issued in accordance with the provisions of the STCW Convention that entitles the bearer to serve on the ship in the capacity identified therein and to do specific functions at the level of the responsibility set out in that certificate.

2-

"Recognizing Participant": the competent body delegated according to Local Legislation to recognize the certificates issued by the Certificate-Issuing Participants according to the STCW Convention.

3-

"Certificate-Issuing Participant": the competent authority that is officially authorized by Local Legislation to issue the appropriate certificate according to the STCW Convention.

4-

"Facilities and Procedures": encompasses enterprises, authorities and institutions assigned with the responsibilities of one of the Participants regarding issuing certificates as well as compliance with the requirements of the STCW Convention concerning the standards of training, certificate issuance, and evaluation of the seafarers' competence and medical fitness.

Article (2)

Scope of Memorandum

This Memorandum shall apply to the certificates of seafarers who serve on registered merchant ships of any of the Participants and sail under its flag except for those who serve on the ships mentioned in Article 3 of the STCW Convention.

Article (3)

Relation with Local Laws

This Memorandum does not contradict the Local Laws of the Participants.

Article (4)

Recognition of Certificates

According to Regulation (1/10) of Annex to STCW Convention, as amended, Chapter I, the Recognizing Participant undertakes to recognize the certificates issued by the Certificate-Issuing Participant in accordance with the following conditions:

1-

The Participants complies with Regulation requirements of (1/7) of Annex to STCW Convention, as amended, Chapter I.

2-

The Certificate-Issuing Participant ensures that the training and assessment of seafarers shall be applied under an approved system in accordance with the requirements of Section (A-1/6) of the STCW Code.

3-

The Certificate-Issuing Participant ensures that all certificates and endorsements issued by it shall be recorded and maintained in accordance with Regulation (1/2) of Annex to STCW Convention, as amended, Chapter I and information shall be provided when needed.

4-

The Certificate-Issuing Participant ensures that those responsible of seafarers' training and evaluation shall be appropriately qualified in accordance with provisions of Section (A-1/6) of the STCW Code.

5-

The Certificate-Issuing Participant ensures that Facilities and Procedures shall be subject to the Quality Standards System with regard to training, evaluation, certificate issuance, and evaluation of competence and medical fitness according to Regulation (1/8) of Annex to STCW Convention, as amended, Chapter I.

Article (5)

Mutual Recognition

1-

Any of the Participants shall respond in writing to the other Participant's request to verify a certificate or its content within seven (7) working days via email in case both or one of the Participants did not have a website.

2-

The Participants shall inform each other when a certificate is withdrawn or revoked on disciplinary or other grounds.

3-

The Participants shall inform each other of any significant change concerning training programs and certificate issuance according to Paragraph (1.2) of Regulation (1/10) of Annex to STCW Convention, as amended, Chapter I.

4-

The Participants shall notify each other of any changes in this Memorandum.

5-

Changes that may constitute a fundamental difference shall be sent to the Secretary General of the IMO according to Regulation (1/7) of Annex to STCW Convention, as amended, Chapter I.

6-

This Memorandum shall not oblige any of the Participants to recognize a certificate issued by a third party according to the provisions of Regulation (1/10) of Annex to STCW Convention, as amended, Chapter I.

Article (6)

Visit for Evaluation and Inspection

1-

In accordance with Paragraph (1.1) of Regulation (1/10) of Annex to STCW Convention, as amended, Chapter I, both the Participants are entitled to conduct visits to evaluate and inspect facilities and procedures stipulated in Article (1), Paragraph (4) of this Memorandum to verify compliance with the requirements of the STCW Convention with regard to the standards of:

- Competence
- Training
- Issuance, endorsement, certificate renewal and revocation.
- Record-keeping
- Medical
- Quality
- Processes of communication and responding to requests for certificate verification

2-

Before carrying out the visit for evaluation and inspection stipulated in Paragraph (1) of this Article, each of the Participant must take into account the following:

a-

Notifying the other Participant of the purpose of the visit for the facilities that shall be visited, and their adopted procedures shall be inspected.

b-

A list of the employees who shall visit facilities.

Article (7)

Exchanging Evaluation Reports

1-

According to the provisions of Paragraph (1) of Article (6) of this Memorandum, each Participant that conducts the visit or evaluation of the facilities and the adopted procedures shall inform the other Participant of the results of the conducted evaluation within thirty (30) days from the date of completing the evaluation.

2-

According to Paragraph No. (3) of Regulation (A-1/8) of Annex to STCW Convention, as amended, Chapter I, each Participant shall inform the other Participant of the results of the evaluation report in order to evaluate the adopted quality standards.

Article (8)

Certificate Forms

Forms of certificates referred shall be attached to this Memorandum so that both the Participants can recognize the content of each certificate.

Article (9)

Financing and Resources

Each Participant shall agree that the activities referred to under this Memorandum will be financed with funds allocated under the budget of both the Participants and each Participant will independently cover its own financial expenses arising from the implementation of the provisions of this Memorandum.

Article (10)

Focal Points

To implement this Memorandum, the Participants shall appoint focal points to be responsible for determining the necessary procedures to develop the activities stipulated in this Memorandum as following:

1-

As for the Government of the Republic of the Philippines:

Executive Director, STCW Office

Maritime Industry Authority,

5F Maritime Industry Authority Building

20[th] Street corner Bonifacio Drive

Port Area (South), Manila 1018

Tel: +632 83549645

Email:

oadm@marina.gov.ph

oed@marina.gov.ph

Website: stcw.marina.gov.ph

2-

As for the Government of the State of Qatar:

The Ministry of Transport, Marine Systems and Investigations Department

P.O. Box: 24455

Tel: +974 40451513, +974 404501929, +974 40451934

Fax: +974443371109

Email:

maritimetransport@mot.gov.qa

Abdullah.alqahtani@mot.gov.qa

3-

Any inquiries regarding the validity or accreditation of any certificate issued by any of the Participants shall be made through the addresses referred to in this Article. In case of any changes in the addresses, the other Participant shall be informed with that change.

Article (11)

Relation with other Conventions

This Memorandum and its obligatory arrangements shall not prejudice the implementation of the obligations resulting from the international multilateral or bilateral conventions that were or will be signed and agreed upon by the Participants.

Article (12)

Dispute Settlement

Any dispute that may arise between the Participants concerning the interpretation or implementation of this Memorandum shall be settled amicably through consultation and negotiations between them through diplomatic channels.

Article (13)

Amendment

This Memorandum or any of its texts may be amended by a written agreement between the Participants. The amendment shall enter into force according to the same procedures stipulated in Article (14) of this Memorandum.

Article (14)

Entry into Force, Duration and Termination

This Memorandum shall enter into force thirty (30) days after receipt of the last written notification by any of the Participants, through diplomatic channels, stating the completion of the necessary legal procedures for this Memorandum to enter into force in both countries. This Memorandum shall remain valid for five (5) years and will be automatically renewed for a similar period or periods unless one of the Participants notifies the other in writing through diplomatic channels, of its intention not to renew the Memorandum at least six (6) months prior to its expiration, provided that the notification includes the reason for the non-renewal.

In witness whereof, the undersigned, being duly authorized by their respective Governments, have signed this MOU.

Done and Signed in Manila on 22 April 2024, in two original copies, in English and Arabic languages, all texts being equally authentic.

(Sgd.) (Sgd.)

FOR THE
GOVERNMENT OF THE
REPUBLIC OF THE PHILIPPINES FOR THE
GOVERNMENT OF THE
STATE OF QATAR

Entry into Force: November 14, 2024

ABOUT BATAS.ORG

Study smarter at BATAS.org

The Philippine bar review and law-school companion built around how your brain actually remembers.

The complete Philippine law library - free for everyone.

More than 100,000 Supreme Court decisions, Republic Acts, and executive issuances - full-text searchable, browsable by category and year, and always free. No paywall, no login. This PDF came from it.

Audio case-brief lectures.

Any decision becomes a podcast-style lecture - facts, issues, ruling, and doctrine - with read-along highlighting and a hands-free presentation mode. Study while commuting, working out, or resting your eyes.

Bar review built on the science of memory.

Complete, sequenced courses for all eight bar subjects, narrated like podcasts and reinforced with retrieval practice and spaced review - the study techniques with the strongest evidence behind them.

The full law-school curriculum.

One subscription unlocks the entire J.D. curriculum - every subject, every lesson, with your progress tracked down to the paragraph so you can pick up exactly where you left off, on any device.

Mock exams that tell you where you stand.

Timed multiple-choice exams graded instantly, with per-subject score breakdowns and focus suggestions that point you at your weakest topics first.

A study planner that keeps you on pace.

Set your schedule and BATAS tells you every day whether you are on track for bar day - and exactly which lesson to take next.

Start free at <https://batas.org>

The law library is free forever - and your first lesson is one click away.

The text of this document is an official public record and remains in the public domain. Formatting, presentation, and compilation © 2026 batas.org.

Downloaded free from the batas.org Law Library. Share it freely - the library is free for every law student, bar reviewee, and practitioner.