

MEMORANDUM OF AGREEMENT BETWEEN THE GOVERNMENT OF THE SWISS CONFEDERATION AND THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES CONCERNING THE RECOGNITION OF CERTIFICATES UNDER ...

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The Government of the Swiss Confederation and the Government of the Republic of the Philippines, hereinafter referred to as the Parties;

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 Agreement,

1-1-

Administration means the competent authority in the country of a Party that is authorized to recognize the Certificates issued by the Issuing authority of the other Party.

1-2-

Certificate means any Certificate issued by the Administration in accordance with the provisions of the Convention, entitling its lawful holder to serve onboard the ship in that capacity and perform the assigned level of responsibility specified therein.

1-3-

The Contracting Parties in this Agreement are:

a)

The Directorate for International Public Law as the Administration on behalf of the Swiss Federal Council.

b)

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

1-4-

The Recognizing Party is the Party that will provide its endorsement as evidence of recognition.

1-5-

The Issuing Party is the Party 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 the code annexed to the Convention.

Article 2

National Laws

This Agreement is signed without prejudice to the National Laws of either Party.

Article 3

Conditions of recognition

Having regarded to the provision of Regulation 1/10 of the Convention including the related provision of the STCW Code, the Parties agreed to recognize the competency certificates for seafarers issued by the other party in the following cases:

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

3-2- The Issuing Party ensures that the training and assessment of seafarers as required under the Convention are administered and monitored in accordance with the provision of section A-1/6 of the STCW code.

3-3- The Issuing Party ensures that a. register or registers of all certificates and endorsement is/are maintained and the information will be made available as required by Regulation 1/9 of the Convention.

3-4- The Issuing Party ensures that those who are responsible for and those who provide such training and assessment are qualified in accordance with the provision of A-1/6 of the STCW Code for the type and level of training or assessment involved.

3-5- In accordance with Regulation 1/10, Paragraph 1.1, the Issuing Party will allow the Recognizing Party to carry out periodic inspection to the facilities, to observe the 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 system; and

7-

communication and response to verification request.

3-6- The Issuing Party will notify the Recognizing Party 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 1/10 Paragraph 1.2, which includes:

1-

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

2-

changes affecting the procedures set forth in this Agreement; and

3-

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

3-7- The Recognizing Party shall take measures to 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 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 steps it has taken to implement any subsequent amendments to the Convention and STCW Code pursuant to section A-I/7.

3-9- The Issuing Party will provide the Recognizing Party with full details of the circumstances within ninety (90) days if a certificate is suspended, revoked or otherwise withdrawn due to disciplinary reasons.

3-10- The Recognizing Party will provide the Issuing Party with full details of the circumstances within ninety (90) days if a recognition endorsement based on the certificate issued by the Issuing Party is suspended, revoked

or otherwise withdrawn due to disciplinary reasons.

3-11- 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 1/10 of the Convention.

Article 4

Entry into Force

This Agreement shall enter into force on the date both Parties have indicated through diplomatic channels that the domestic requirements for its entry into force have been complied with.

Article 5

Validity Period

This Agreement shall remain valid for a period of five (5) years from the date it becomes effective, provided that during this period both Parties stay on the so-called "White List."

Article 6

Termination Procedure

This Agreement may be terminated by either party by written notice given at least six (6) months prior to the date on which it intends that the Agreement will cease to have effect.

Article 7

Renewal Procedure

Unless either Party gives six (6) months notice at the end of each 5-year period before the date of the normal expiration of this Agreement, this Agreement will be renewed automatically for a further period of five (5) years.

Article 8

Responsible Officials

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

8-1- For Swiss Maritime Navigation Office
Elisabethenstrasse 33, P.O.Box CH-4010
Basel, Switzerland
Tel: +41584671120
Fax : +41584671129
Email: dv-ssa@eda.admin.ch
Website: www.smno.ch

8-2- For Maritime Industry Authority,
Executive Director, STCW Office;
6/F Parkview Plaza, 984 Taft Avenue
corner TM Kalaw Avenue, Ermita, Manila
Tel: +632 354-9645
Fax. +632 554-0122
Email: stcw@marina.gov.ph
Website: www.marina.gov.ph

8-3- Verification of validity or content of a certificate or endorsement issued by either party will be carried out through abovementioned addresses. 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.

For the Swiss Federal Council
Federal Department of Foreign Affairs For the Republic of the Philippines
Maritime Industry Authority

H.E. Georges Martin
Ambassador
Deputy State Secretary H.E. Joselito Jimeno
Ambassador of the Philippines to
Switzerland
(Sgd.) (Sgd.)

Place/Date
Place/Date

Berne, March, 3[rd] 2016 Berne, March, 3[rd] 2016

Entry into Force: June 16, 2017

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