

**Memorandum of Agreement Between the Department of Shipping on behalf of
the Government of the People's Republic of Bangladesh and Maritime Industry
Authority on behalf of the Government of the Republic of the Philippines
Concerning the Recognition of Certificates Under the Terms of the STCW
Convention, 1978, as Amended**

The Department of Shipping on behalf of the Government of the People's Republic of Bangladesh and the Maritime Industry Authority on behalf of the Government of the Republic of the Philippines, hereinafter referred to as 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 Government of the Party 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 under national regulations.
- 1-3- **The Contracting Parties** in this Agreement are:
 - a) **Department of Shipping** as the Administration on behalf of the Government of the People's Republic of Bangladesh.
 - b) **Maritime Industry Authority (MARINA)** as the Administration on behalf of the Government of the Republic of the Philippines.
- 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- **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 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 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 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 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 to carry out periodic inspection of the facilities, to procedures, or to review the policies which have been approved or employed concerning:

me

8

- 1- standards of competency;
- 2- 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 requests.

3-6- The Certificate Issuing Party shall 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 I/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 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 Party shall 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 actions.

3-9- 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 steps it has taken to implement any subsequent amendments to the Convention and STCW Code pursuant to Section A-I/7.

3-10- The Recognizing Party shall provide the Certificate Issuing Party with full details of the circumstances within ninety (90) days if a recognizing endorsement based on the certificate issued by the Certificate Issuing Party is suspended, revoked or otherwise withdrawn due to disciplinary reasons.

3-11- 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 I/10 of the Convention.

in

8

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 activities under this Agreement will be funded on terms to be mutually determined and will be subject to availability of funds and the respective laws of the Parties.

Article 5

Visit and Evaluation

When requesting a visit, the Party who intends to visit the other Party 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 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 of Agreement shall enter into force on the date of signature.

ie

8

Article 7

Validity and Duration

This Memorandum of Agreement 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 renewed for similar period, unless a Party officially notifies the other Party, through diplomatic channels, of its desire to suspend or terminate this MOA. In such a case, the MOA 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 Agreement.

Article 8

Settlement of Dispute

Any dispute between the Parties arising out of the interpretation or implementation of the Agreement shall be settled amicably by consultations and/or negotiations, through diplomatic channels.

Article 9

Amendment

Any amendment or revision to the text of the Agreement shall be done by mutual consent of the Parties. Such an amendment or revision shall enter into force in accordance with the provision on entry into force.

Article 10

Verification Procedure

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

Article 11

Responsible Officials

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

nic

8

**11-1 For Department of Shipping
Director General**

F-12/C/1, Agargaon, Sher-E-
Bangla Nagar, Dhaka-1207
Tel: +88-02223374360
Email: info@dos.gov.bd
Website: www.dos.gov.bd

**11-2 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 ;
oad@marina.gov.ph
Website: stcw.marina.gov.ph

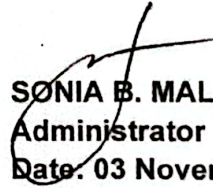
11-3 Verification of validity or content of a certificate or endorsement issued by either Party shall be carried out through above-mentioned addresses. Any changes in the address of a Party shall be brought to the attention of the other Party as soon as possible, but not later than thirty (30) days after the change has taken place.

**For the Government of the
People's Republic of Bangladesh
Department of Shipping**



DR. MD. NAZRUL ISLAM
Secretary (East & West)
Date: 03 November 2025

**For the Government of the
Republic of the Philippines
Maritime Industry Authority**



SONIA B. MALALUAN
Administrator
Date: 03 November 2025