

Memorandum of Understanding (MoU)

Between

The Directorate General of Shipping

in the Republic of India

and

The Federal Transport Authority - Land & Maritime

in the United Arab Emirates

On the mutual recognition of certificates of competency as per the provisions of the Standards of Training, Certification and Watchkeeping Convention (STCW78) and amendments thereof.

First Party:

Directorate General of Shipping, Republic of India having its Head Office in Mumbai. It is responsible for regulating the maritime transport in Republic of India.

Second Party:

Federal Transport Authority - Land & Maritime having the head office in Abu Dhabi. P.O. Box 900. It is a federal independent authority that regulates the land and maritime transport in the United Arab Emirates. It also represents UAE in international agreements, conventions and meetings as per the decrees and decisions issued in this regard.

Preamble:

Without violating the regulations or laws of the two parties, this MoU aims to deepen the economic and trade relations in general, and to establish the basics of cooperation in the maritime and trade field in particular. Moreover, it also aims to take the steps necessary to ensure that marine officers, engineers and crews have the competency to carry out their duties appropriately. Seeking the optimal standards of life and property safety through implementing

the provisions of Regulation No. (10/1) and Circulation No. MSC/Circ950 issued on May 30, 2000 by IMO Maritime Safety Committee on mutual recognition of certificates of competency, it was agreed on the following:

Article (1)

The above mentioned preamble shall be part and parcel of this MoU, and shall be read and construed therewith.

Article (2)

Interpretations

While implementing the provisions of this MoU, the following words shall have the meanings ascribed thereto hereunder:

1. Certificate : It means the certificate of competency issued as per the provisions of the convention authorizing the holder to work and to earn out the relevant duties aboard the ship identified in that certificate.
2. Department : It means the authority that is approved by the local laws to recognize the certificates issued by the competent authority of issuing certificates.
3. Issuing Party : It means the competent authority that is officially approved by the local laws to issue maritime certificates as per the Standards of Training, Certification and Watch keeping for Seafarers Convention (STCW 78) and amendments.
4. Authorized Official : He is the person responsible for implementing this MoU.
5. Convention : It means the Standards of Training, Certification and Watchkeeping for Seafarers Convention (STCW 78) and amendments.

Article (3)

Recognition of Certificates

Pursuant to Section (A) of the Regulation No. (10/1) of the Standards of Training, Certification and Watchkeeping for Seafarers Convention (STCW 78) and amendments, the Department undertakes

to recognize and acknowledge the certificates issued by the issuing party after meeting to the following conditions:

- A) Training, qualifying and evaluating seafarers as per the provisions of Section (6/1) of the Convention.
- B) Registering the issued certificates in a special record.
- C) Upon its request, the Department shall be allowed to visit the facilities of the issuing party of certificates to make sure of the relevant procedures as per the provisions of the Regulation No. (60/I-A) of the Convention in order to check:
 - a) Standards of competency.
 - b) Registering certificates of competency.
 - c) Issuing, renewing and cancelling certificates of competency.
 - d) Standards of physical fitness for the certificates of competency holders.
 - e) Applied methods of sharing details about the validation of certificates.
- D) The Department of the issuing party of certificates shall within (60) days inform the other party of any amendment introduced to the training system and the procedures of certificate issuance as well as any amendment that might substantially change the details sent to the IMO General Secretariat as per the provisions of Section (7/AI) of the Convention.
- (E) The quality standards shall be in accordance with the provisions of Regulation No. (8/I) of the Convention.

Article (4)

Check Procedures

1. The Department shall be entitled to check the validation and content of certificates issued by the issuing party as per the provisions/of Regulation No. (5/I) of the Convention.
2. The authorized official shall be entitled to ask the authorized official working for the issuing party of certificates to submit more details including the validation of certificates through written or electronic methods provided that the request shall be include:
 - a) Full name, date of birth and nationality.
 - b) Degree of certificate, rank, official number and date of issuance mentioned in the said request.

3. The authorized official working for the issuing party of certificates should reply in writing or electronically within (2) business days and (4) business days at the maximum.

Article (5)

Suspending, Withdrawing or Cancelling Acknowledgement

The issuing Department of acknowledgements shall undertake to inform the issuing party of certificates when it suspends, withdraws or cancels its acknowledgement of the certificate of competency identifying the reasons behind that within (5) business days from the date of suspension, withdrawal or cancellation.

Article (6)

This MoU shall not be deemed a legal binding contract: accordingly, the two parties hold no financial or legal liabilities.

Article (7)

The correspondences between the two parties shall be in writing and addressed to:

- Federal Transport Authority - Land & Maritime, Abu Dhabi, P.O. Box 900 or Fax No. 0097124495066, att. General Manager.
- The Directorate General of Shipping, Republic of India
Address: Directorate General of Shipping, Ministry of Shipping, Government of India, "Beta Building", 9th Floor, i-Think Techno Campus, Kanjur Village Road, Kanjur Marg (East), Mumbai - 400042, India, E-mail: dgship-dgs@nic.in, Fax No: +91-22-25752011.

Article (8)

Validity, Amendment and Termination of MOU

- 1) This MoU shall come into force as of the date of signature until any of the two contracting parties informs the other party in writing of its interest to terminate this MoU (60) days after the date of notification.
- 2) It shall be allowed to amend this MoU in writing upon the request of any party and after having the consent of the other one. The amendment shall come into force as of the date the two parties set their hands thereunto.

Article (9)
Final Provisions

- 1) Each party shall follow the necessary' legal procedures applicable in its state.
- 2) This MoU shall be valid for five years, and shall be automatically renewable for the same period/periods unless any of the parties informs in writing the other party that it has no intention of renewing this MoU six months before the date of expiry identifying the reasons behind cancellation.
- 3) Any dispute resulting out of implementing or interpreting this MoU shall be settled through holding negotiations between the two parties.

In witness thereof the undersigned, being duly authorized thereto by their respective Governments, have signed and sealed this MoU in two originals each in English, Hindi and Arabic languages, all texts being equally authentic. In case of any divergence in interpretation, the English text shall prevail.

Done at New Delhi on 25 January, 2017.



**For the Government of
the Republic of India**



**For the Government of
the United Arab Emirates**

