UNDERTAKING BETWEEN MARITIME AND PORT AUTHORITY OF SINGAPORE AND JORDAN MARITIME COMMISSION OF HASHEMITE KINGDOM OF JORDAN

CONCERNING THE MUTUAL RECOGNITION OF CERTIFICATES UNDER REGULATION I/10 OF THE INTERNATIONAL CONVENTION ON STANDARDS OF TRAINING, CERTIFICATION AND WATCHKEEPING FOR SEAFARERS (STCW), 1978, AS AMENDED BY THE 2010 MANILA AMENDMENTS

The **Maritime and Port Authority of Singapore** and The **Jordan Maritime Commission**, (each, a "Contracting Party", and collectively, the "Contracting Parties"),

DESIRING for certificates issued under Regulation I/2 of the International Convention on Standards of Training, Certification, and Watchkeeping for Seafarers 1978 ("**Convention**") by the a Contracting Party to be reciprocally recognised by the other Contracting Party under Regulation I/10 of the Convention;

ACTING in accordance with the procedures referred to in Regulation I/10 of the Annex to Convention and Section A-I/10 of the Seafarers' Training, Certification and Watchkeeping (STCW) Code, as amended by the 2010 Manila Amendments (" **Code**");

HAVING REGARD to the Guidance on arrangements between Parties to allow for Recognition of Certificates under Regulation I/10 of the STCW Convention (MSC.1/Circ.1450) ("Guidance"), as approved by the Maritime Safety Committee of the International Maritime Organization at its ninety-first session in November 2012;

Have agreed as follows:

Article 1

1. The Jordan Maritime Commission, (hereinafter referred to as "JMC") is the competent authority for The Jordan Government in respect of seafarers' training and certification. The Maritime and Port Authority of Singapore (hereinafter referred to as "MPA") is the competent body authorised according to Singapore's national legislation to issue certificates to seatages.

- 2. The Recognising Party will issue Certificates of Endorsement following the Certificate Issuing Party's compliance with the requirements of Regulation I/7 of the Convention and Section A-I/7 of the Code.
- 3. The Certificates of Endorsement issued by the Recognising Party shall entitle seafarers who are lawful holders of Certificates issued by the Certificate Issuing Party to serve on board ships registered under the flag of the Recognising Party.

Article 4

- 1. The Recognising Party may, subject to the provisions of Regulation I/10 of the Convention and to the consent of the Certificate Issuing Party, visit the Certificate Issuing Party's facilities, observe the procedures or review the policies which have been approved or employed by the Certificate Issuing Party, for the purpose of ensuring compliance with the requirements of the Convention regarding:
 - .1 standards of competence
 - .2 training;
 - .3 the issue, endorsement, revalidation and revocation of certificates;
 - .4 record-keeping;
 - .5 medical standards;
 - .6 quality standards; and
 - .7 communication and response process to requests for verifications.
- 2. When requesting a visit, the Recognising Party shall observe the following conditions:
 - .1 A request to visit facilities will be forwarded in writing, by telefax or email or otherwise, to the Certificate Issuing Party at least thirty (30) days before the intended date of visit;
 - .2 The request will set out the purpose of the visit, the specific facility or facilities which the Recognising Party intends to visit, as well as the names and position of the officials taking part in or the visit; and

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- 2. The Certificate Issuing Party refers to the Contracting Party which issues 'Certificates of Competency' and 'Certificates of Proficiency' (collectively referred to as the "Certificates", and each, a "Certificate") under Regulation I/2 of the Convention.
- 3. The **Recognising Party** refers to the Contracting Party which undertakes to provide Certificates of Endorsement in recognition of the Certificates issued by the Certificate Issuing Party under Regulation I/10 of the STCW Convention.
- 4. Subject to the provisions of this Undertaking:

JMC shall recognise Certificates issued by MPA under а. Regulation I/2 of the Convention, in which case the **JMC** shall be the Recognising Party and MPA the Certificate Issuing Party for the purposes of this Undertaking; and

b. MPA shall recognise Certificates issued by JMC under Regulation I/2 of the Convention, in which case MPA shall be the Recognising Party and JMC the Certificate Issuing Party for the purposes of this Undertaking.

Article 2

1. The Officials designated to be directly responsible for implementing this Undertaking and for liaison purposes between (the Contracting Parties) are as follows:

Maritime and Port Authority of Singapore

Position: Director of Marine Address: 460, Alexandra Road, #21-00 PSA Building, Singapore 119963 Tel : +65 63756223 Fax : +65 63756231 E-mail : coc@mpa.gov.sg

Jordan Maritime Commission

Position: Director General Address: Alnakheel street P.O.Box:-373 Agaba 77110 Phone :+962 3 2015858 : +962 3 2031553 Fax E-mail :- ima@ima.gov.jo

Article 3

1. This Undertaking is made without prejudice to the national laws or either Contracting Party.





.3 The Recognising Party shall communicate the results of any evaluation carried out pursuant to the provisions of the above paragraph to the Certificate Issuing Party within three (3) months from its completion.

Article 5

- 1. Upon receiving the written request of the Recognising Party, the Certificate Issuing Party shall make available-
 - .1 Results of the quality standards evaluations conducted in accordance with Regulation I/8 of Convention; and
 - .2 Reports of the steps taken by the Certificate Issuing Party to implement any subsequent mandatory amendments to the Convention and Code in accordance with Section A-I/7 of the Code.

Article 6

- 1. 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 provisions of Section A-I/6 of the Code.
- 2. Each Contracting Party shall-
 - .1 Maintain a register or registers of all Certificates and Certificates of Endorsements;
 - .2 Make available information on the status of such Certificates and Certificate of Endorsements to the Recognising Party; and.
 - .3 Provide the other Contracting Party with electronic and direct access to the relevant information in subparagraph 2.
- 3. The Recognising Party shall verify the authenticity and validity of the Certificates issued by the Certificate Issuing Party by a direct request via facsimile or electronic mail to the Certificate Issuing Party, or via a dedicated on-line system provided by the Certificate Issuing Party.
- In accordance with Regulation I/10.6 of the Convention, the Certificate Issuing Party acknowledges that Certificates of Epgersements issued

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by the Recognising Party shall not be used as the basis for further recognition by another administration who is party to the Convention.

5. Seafarers at the management level are required by the Recognising Party to acquire an appropriate knowledge of the maritime legislation of the Recognising Party relevant to the functions they are permitted to perform.

Article 7

- 1. The Recognising Party may, at any time, suspend or revoke Certificates of Endorsement previously issued in accordance with regulation I/2 of the Convention on account of any disciplinary matter or other cause as stipulated by the Administration or the Recognising Party, upon 90 days' written notice to the Certificate Issuing Party.
- 2. The Certificate Issuing Party shall advise the Recognising Party of the revocation or withdrawal of any Certificates issued by it via facsimile or electronic mail within a reasonable time.

Article 8

- 1. In accordance with Regulation I/10.1.2 of the Convention, the Certificate Issuing Party shall promptly notify the Recognising Party within ninety (90) days of any significant changes in the arrangements for training and certification, provided in compliance with the Convention, and in particular Regulation I/10.1.2. As a minimum, significant changes should be understood to include:
 - .1 Changes in the position, address or access information of the official responsible for implementing this Undertaking;
 - .2 Changes affecting the procedures set forth in this Undertaking; and
 - .3 Changes which amount to substantial differences from the information communicated to the Secretary-General of the International Maritime Organisation pursuant to Section A-1/7 of





Article 9

- 1. This Undertaking may be terminated by either of the Contracting Parties at any time, by giving six (6) months' written notice to the other Contracting Party.
- 2. When giving a notice of termination, a Contracting Party having reasons for termination of this Undertaking shall communicate it in writing to the other Contracting Party.

Article 10

- 1. This Undertaking shall enter into force on the date on which it is signed by the Contracting Parties, and may be amended at any time with the mutual written consent of the Contracting Parties.
- 2. Unless terminated by either of the Contracting Parties in accordance with Article 9, this Undertaking shall be automatically extended for successive periods of five (5) years.



 SALAH ALI ABU APIRANA DIRECTOR GENERAL JORDAN MARITIME COMMISSION

Dated this 27. day of Ock 2016