

**UNDERTAKING BETWEEN THE GENERAL DIRECTORATE OF THE MERCHANT MARINE OF HONDURAS ON BEHALF OF THE GOVERNMENT OF HONDURAS AND THE MARITIME COMMISSION OF JORDAN ON BEHALF OF THE HASHEMITE KINGDOM OF JORDAN ON RECOGNITION OF CERTIFICATES OF COMPETENCE PURSUANT TO REGULATION 1/10 OF THE INTERNATIONAL CONVENTION ON STANDARDS OF TRAINING, CERTIFICATION AND WATCHKEEPING FOR SEAFARERS, 1978, AS AMENDED.**

This undertaking is for the recognition of national seafarer qualifications and is made under the terms of the International Convention on Standards of Training, certification and watchkeeping for seafarers, 1978 as amended. The Convention is referred to in this Undertaking as "the STCW Convention", and the code annexed to it is referred to as "the STCW Code."

Being guided by the instructions for establishing arrangements between the Parties to the STCW Convention contained in the Maritime Safety Committee of the International Maritime Organization at its ninety-first session in November 2012 (MSC.1/Circ.1450);

this undertaking is made without prejudice to the national laws of either participant and with the strict application of the reciprocity principle.

Have agreed as follows:

**Paragraph 1  
Definitions**

- 1.1 The term "administration" means the Government of Honduras represented by the General Directorate of the Merchant Marine of Honduras as the Maritime Authority of Honduras through the Seafarers Department and the Government of the Jordan represented by the Jordan Maritime Commission, competent Bodies duly Authorized according to the national legislation of their countries which will recognize certificates of competence issued and be endorsed, acting at the same time as a Certificate-issuing Party.
- 1.2 The term "Certificate - issuing Party" means the General Directorate of the Merchant Marine of Honduras and Jordan Maritime Commission, competent bodies authorized by its Governments.
- 1.3 The term "Designated Official" means the appropriate official referred to in Appendix I.

- 1.4. The term "facilities and procedures" means Escuela maritime centroamericana (EMCA) (Central American Seafarer Training School) and the Seafarers Department, operating within the limits of the Party's responsibility according to the STCW Convention authorized by the Maritime Administration of Honduras, as well as the system of controlling and observing the compliance of STCW Convention's requirements on training, assessment and certification for seafarers of certificate-issuing party and in the case of the Jordan Maritime Commission is Directorate of ship registry and seafarers affair, Jordan Academy for Maritime Studies, Aqaba Marine Studies Center.
- 1.5. The term "Certificate of competence" means a valid document, issued by certificate-issuing Party or under its Authority, or recognized by it, giving its holder the right to occupy the position according to the certificate of competency or national laws and regulations.
- 1.6. The term "Certificate of Recognition" means a valid document issued by administration confirming its holder the right to occupy the position according to the national legislation of the administration.

#### Paragraph 2 Terms of recognition

Pursuant to Regulation 1/10 of STCW Convention and to ensure compliance with STCW Convention and STCW'95 Code, the Administration undertakes to recognize certificates of Competence of Certificate-issuing Party, provided that the following conditions are satisfied:

- 2.1. The certificate-issuing party is the participant whose national certificates are to be recognized, and the Administration is the participant that will provide endorsements as evidence of such recognition.
- 2.2. An essential pre-condition to the endorsement of recognition by the Administration is compliance by the Certificate-issuing Party with the Requirements of Regulation 1/7 of the STCW Convention and section A-1/7 of the STCW Code.
- 2.3. Certificate-issuing Party ensures that training and assessment for seafarers are performed and controlled according to provision of Section A-1/6 of STCW'95 Code and STCW Convention requirements, and that a register of all certificates and endorsements is maintained and the information in the registry is made available as required by regulation 1/9 of the STCW Convention.



- 2.4 Certificate-issuing Party ensures that certificates of competence are duly registered and authenticated.
- 2.5 Certificate-issuing Party ensures that persons responsible for training and assessments for seafarers are duly qualified pursuant to the requirements of Section A-1/6 of STCW'95 Code.
- 2.6 Certificate-issuing Party will allow, according to Regulation 1/10 of STCW Convention, access to its facilities and procedures for inspecting and observing Purposes. Compliance with the requirements of STCW Convention may be examined by administration regarding the following:
- (i) Standards of competence
  - (ii) Issue, endorsement, revalidation and revocation of certificates of competence
  - (iii) Registration of certificates of competence;
  - (iv) Medical fitness standards for seafarers;
  - (v) Communication and response process to request for verification.
- 2.7 Certificate-issuing Party undertakes, within thirty (30) working days, to notify the Administration of any significant changes and should be understood to include:
- (i) Changes in the position, address or access information of the designated official;
  - (ii) Changes affecting the procedures set forth in this Memorandum;
  - (iii) Changes which amount to substantial differences from the information communicated to the Secretary General of the International Maritime Organization pursuant to section A-1/7 of STCW Code.
- 2.8 Certificate-issuing Party undertakes, within thirty (30) working days, to notify Administration of any withdraw, revocation or suspension of certificates of competence for disciplinary reasons or other reasons.
- 2.9 Administration undertakes within thirty (30) working days, to notify certificate-issuing Party of any revalidation or revocation of certificates of recognition stating the reasons of the revalidation or revocation.
- 2.10 Certificate-issuing Party ensures that evolution of quality standards is in compliance with the requirements of regulation 1/8 of STCW'95 Convention. The Administration shall be allowed access to the results of quality standards evolutions conducted by the Certificate-issuing Party.

2.11 The "Administration" shall specify which certificates are to be covered and a specimen of the certificates with endorsements be attached to the present Agreement for identification referred to in appendix II.

2.12 Certificate-issuing party acknowledges that endorsements issued in recognition of its certificates by the recognizing party shall not be a basis for further recognition by another administration under the provision of Regulation 1/10.6 of the STCW95

### Paragraph 3 Visiting Procedures

3.0 Visiting by Administration of approved facilities and procedures of Certificate-issuing Party will follow notification, thirty (30) working days prior to expected date of visit, by fax or email on behalf of the interested administration containing:

- (i) Purpose of visiting;
- (ii) Facilities and procedures to be visited by Administration;
- (iii) List of visiting officials from Administration.

### Paragraph 4 Verification Procedures

4.1 The Administration may, in accordance with Regulation 1/10 of the STCW Convention, verify the validity or the contents of a certificate issued by the Certificate-issuing Party. When requesting verification, the designated official or deputy of the administration will in writing contact the designated official of the Certificate-issuing Party who will in writing electronic or facsimile respond to the request within five (5) days. The Certificate-issuing Party will, where required, by supplying a user name and password, make access available to the Administration to allow this verification to be carried out by using the Certificate-issuing Party's on-line checking service.



**Paragraph 5  
Settlement of Disputes**

5.0 Any dispute between the signatories arising out of this Memorandum will be resolved by means of negotiations.

**Paragraph 6  
Final Clauses**

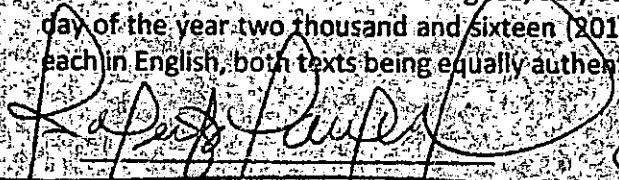
6.1 Any significant changes in this Memorandum, that may change the spirit of this Memorandum, must be made with the written consent of both parties. Failure in this regard will entitle the other Party to terminate the Memorandum. The termination must be done in writing and will take effect within ninety (90) Working days from the date of the notice of termination.

6.2 Additional clauses and supplements to this Memorandum, which do not change the spirit of this Memorandum by serve only to complement it, may be made with the mutual consent of both parties.

6.3 This undertaking may be amended and any amendment decide upon by the participants will take effect when confirmed in writing by the participants.

6.4 This undertaking commences on the later date of the signatures indicated overleaf. It remains valid for a period of five (05) years and will be extended automatically for successive period of five years unless either participant gives the other written notice of termination at least sixty days before the expiration of the undertaking.

IN WITNESS WHEREOF the undersigned, duly authorized by the parties, have on the day of the year two thousand and sixteen (2016), signed this agreement in two copies, each in English, both texts being equally authentic.



On behalf of the Maritime Authority of  
Honduras  
Mr. Roberto E. Cardona



On behalf of the Jordan Maritime Commission  
of Hashemite Kingdom of Jordan  
Director General  
Salah Ali Abu Afiteh

