

AGREEMENT

BETWEEN

THE INSTITUTO MARÍTIMO PORTUÁRIO (MARITIME ADMINISTRATION) OF CABO VERDE

AND

THE GOVERNMENT OF THE KINGDOM OF SPAIN, REPRESENTED BY THE DIRECTORATE GENERAL OF THE MERCHANT MARINE, MINISTRY OF TRANSPORT, MOBILITY AND URBAN AGENDA

CONCERNING THE RECOGNITION OF CERTIFICATES IN ACCORDANCE WITH THE STCW CONVENTION

The **Instituto Marítimo Portuário of Cabo Verde** and the **Directorate General of the Merchant Marine** (hereinafter referred to as 'Parties', individually referred to as 'Party),

RECALLING the International Convention on Standards of Training, Certification and Watchkeeping for Seafarers, done at London on July 7, 1978, as amended (hereinafter referred to as: 'the STCW Convention') to which both Cabo Verde and the Spain are a party, in particular its Regulation I/10 relating to the recognition of certificates;

HAVING REGARD to the guidance on arrangements between Parties to the STCW Convention approved by the Maritime Safety Committee of the International Maritime Organization during its ninety-first session in November 2012 (MSC.1/Circ.1450);

DESIRING to conclude the following Agreement related to the mutual recognition of Certificates comprising the recognition of Certificates of Competency issued and endorsed for masters, officers and radio operators in accordance with the provisions of STCW Convention, Annex, Chapters II, III, IV and VII, as well as Certificates of Proficiency issued in accordance with the provisions of STCW Convention, 1978, as amended, Annex, Chapters V and VI;

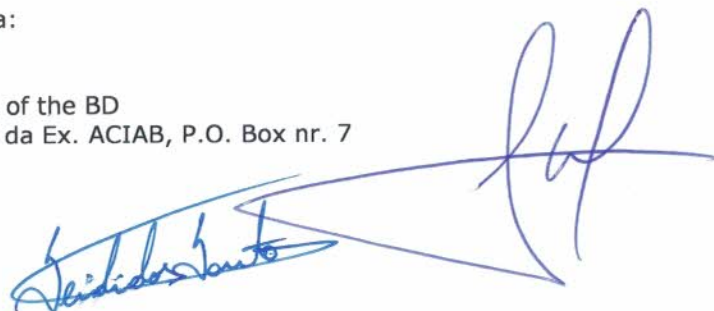
RECOGNIZING that this Agreement constitutes an undertaking within the meaning of Regulation I/10 of the Annex to the STCW Convention;

HAVE COME TO THE FOLLOWING AGREEMENT:

Article 1

1. For the purpose of this Agreement, the following terms are defined as follows:
 - a. Certificate-issuing authority: means the entity that is authorised to issue the certificates on behalf of a party to the STCW Convention;
 - b. Administration: means the authority of a Party whose flag the ship is entitled to fly;
 - c. STCW Convention: means the International Convention on Standards of Training, Certification and Watchkeeping for Seafarers, done at London on July 7, 1978, as amended;
 - d. STCW Code: means the Seafarers' Training, Certification and Watchkeeping (STCW) Code as adopted by the 1995 Conference resolution, as it may be amended by the Organization.
2. The Certificate-issuing authority is:
 - a. For Cabo Verde: Instituto Marítimo Portuário;
 - b. For Spain: Directorate General of the Merchant Marine.
3. The Administration is:
 - a. For Cabo Verde: Instituto Marítimo Portuário;
 - b. For Spain: Directorate General of the Merchant Marine.
4. Contact details for 2.a and 3.a:

Instituto Marítimo Portuário
Dr. Seidi dos Santos – President of the BD
Rua: Patrice Lumumba - Edifício da Ex. ACIAB, P.O. Box nr. 7
Mindelo – São Vicente
Cabo Verde



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Email: info@imp.cv // seidi.santos@imp.cv // marisia.lopes@imp.cv
Url: www.imp.cv

Verification information can be obtained from:

Instituto Marítimo Portuário
Drª Érica Brito – Head of Seafarers Certification (DTMPL) and
Eng. Miguel Fortes – Director of Services of Maritime Safety (DSSM)
Rua: Patrice Lumumba - Edifício da Ex. ACIAB, P.O. Box nr. 7
Mindelo – São Vicente
Cabo Verde
Telef: +(238) 2324342
Fax: +(238) 2324343
Email: erica.brito@imp.cv // miguel.a.fortes@imp.cv
Url: www.imp.cv

5. Contact details for 2.b and 3.b:

Dirección General de la Marina Mercante
Ministerio de Transportes, Movilidad Y Agenda Urbana

Verification information can be obtained from:

Dirección General de la Marina Mercante
Ministerio de Transportes, Movilidad Y Agenda Urbana
(Area de títulos profesionales)
Telephone: 0034915979270
Fax:
Email: endorsement.dgmm@mitma.es
Url: www.mitma.gob.es/maritimo

6. Any changes in the above addresses will 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.

Article 2

Parties will mutually recognize Certificates of Competency issued and endorsed for masters, officers and radio operators in accordance with the provisions of Chapters II, III, IV and VII of the STCW Convention and Certificates of Proficiency issued in accordance with the provisions of Chapters V and VI of the STCW Convention.

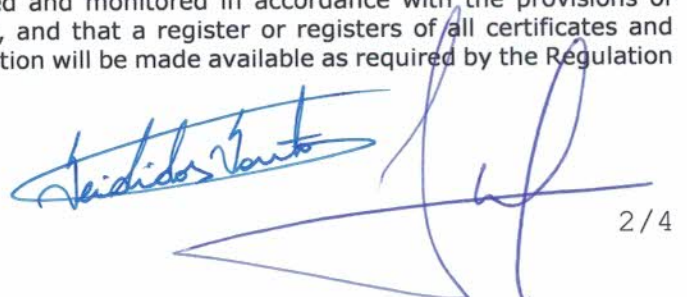
Article 3

1. The Certificate-issuing authority will make available to the Administration, upon its request, the results of quality standards evaluations conducted in accordance with Regulation I/8 of the STCW Convention.

2. The Certificate-issuing authority will make available to the Administration, upon its request, the reports on the steps taken by this issuing Authority to implement any subsequent amendments to the STCW Convention and to the STCW Code, in accordance with section A-I/7 of the Code.

Article 4

The Certificate-issuing authority will ensure that the training and assessment of seafarers as required under the STCW Convention is administered and monitored in accordance with the provisions of Section A-I/6 and A-I/8 of the STCW Code, and that a register or registers of all certificates and endorsements is maintained and the information will be made available as required by the Regulation 1/2 of the STCW Convention.



Two handwritten signatures in blue ink are present at the bottom right of the page. The first signature is a cursive name, and the second is a stylized signature.

Article 5

Similarly, the Certificate-issuing authority will ensure that those who are responsible for, and that those who provide such training and assessment are qualified in accordance with provisions of Section A-I/6 of the STCW Code for the type and level of training or assessment involved.

Article 6

1. The Administration may, in accordance with the provisions of regulation I/10 of the STCW Convention and subject to the consent of the Certificate-issuing Party, visit the facilities, observe the procedures, or review the policies which have been approved or employed by the Certificate-issuing Party for meeting the requirements of the STCW Convention regarding:

- 1.1. standards of competence;
- 1.2. training;
- 1.3. the issue, endorsement, revalidation, and revocation of the Certificates;
- 1.4. record-keeping;
- 1.5. medical standards;
- 1.6. quality standards; and
- 1.7. communication and response process to requests for verifications.

2. When requesting a visit, the Administration shall issue a notification at least thirty (30) days prior to the date of the visit, either by an official correspondence or e-mail, whereby such notification shall include the following:

- 2.1. the purpose of the visit and the facilities to be visited;
- 2.2. procedures or policies that will be reviewed during the visit; and
- 2.3. a list of the names of visiting personnel of the Administration.

Article 7

1. The Administration will ensure, in accordance with Regulation I/2 of the Annex to the STCW Convention, the authenticity and validity of a certificate issued by the Certificate-issuing authority prior to its recognition.

2. In case the Administration requests verification in accordance with paragraph 1 of this article, the Administration will enter into contact by e-mail or other approved means of communication with the Certificate-issuing authority.

3. The Certificate-issuing authority will respond to such a request within five (5) working days, by e-mail or other approved means of communication in accordance with Regulation I/2, paragraph 16, of the Annex to the STCW Convention.

Article 8

1. If the Certificate-issuing authority becomes aware of any individual serving aboard a vessel of the flag of the Administration whose certificate issued by the Certificate-issuing authority has been suspended or revoked, the Certificate-issuing authority will, without delay, notify the Administration.

2. The Administration will, without delay, notify the Certificate-issuing authority of any withdrawal of an endorsement of recognition issued by it for disciplinary or other reasons.

Article 9

1. The Administration and the Certificate-issuing authority may designate a third party to perform on their behalf any functions referred to in articles 7 and 8.

2. In such case, at the earliest possible opportunity, but not later than 30 days following the coming into effect of this Agreement, the Administration and the Certificate-issuing authority will exchange in writing or by e-mail a list of the responsible officials and/or contact details pursuant to paragraph 1 of this article. This information will be maintained by the Administration and the Certificate-issuing authority. Changes to this information will be exchanged in writing or by e-mail between the Administration and the Certificate-issuing authority as appropriate.



Article 10

1. The Certificate-issuing authority will promptly notify the Administration of any significant changes in the arrangements for training and certification provided by it in compliance with the STCW Convention.
2. Such notification will be given at least in the following cases:
 - a. changes in the position, address, or access information for the official responsible for the implementation of this Agreement;
 - b. changes affecting the procedures set forth in this Agreement; or
 - c. changes which amount to substantial differences in the information communicated to the Secretary-General of IMO pursuant to Section A-I/7 of the STCW Code.

Article 11

1. Subject to paragraph 3, either Party may terminate this Agreement by giving three (3) months' notice in writing to the other Party.
2. The Party seeking to terminate this Agreement in accordance with paragraph 1 of this article will communicate the reasons for termination to the other Party.
3. Unless either of the Parties give the notice required under paragraph 1 this Agreement will be renewed automatically for a further period of five (5) years.
4. This Agreement may be amended at any time by the mutual consent of the Parties.

Article 12

1. This Agreement will come into effect on the date of signature of both Parties.
2. This Agreement is signed in two languages, Spanish and English, one original copy for each Party, all texts being equally authentic. In case of divergence on the interpretation, the English text shall prevail

Signed at S. Vicente-Cabo Verde, on 29 May 2023

For Instituto Marítimo Portuário
of Cabo Verde



Seidi dos Santos
President of the BD



Signed at Madrid-Spain, on 27 ABR. 2023

For the Directorate General of the Merchant
Marine of Spain



Benito Núñez Quintanilla
Director General