

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE INSTITUTO MARITIMO PORTUÁRIO (MARITIME ADMINISTRATION) OF CABO VERDE

AND

THE MINISTRY OF INFRASTRUCTURE AND WATER MANAGEMENT OF THE NETHERLANDS

CONCERNING THE RECOGNITION OF CERTIFICATES IN ACCORDANCE WITH THE STCW CONVENTION

The **Instituto Marítimo Portuário of Cabo Verde** and the **Ministry of Infrastructure and Water Management of the Netherlands** (hereinafter referred to as 'Participants', individually referred to as 'Participant'),

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 Netherlands are a party, in particular its Regulation 1/10 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.I/Circ.1450);

DESIRING to conclude the following Memorandum of Understanding 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;

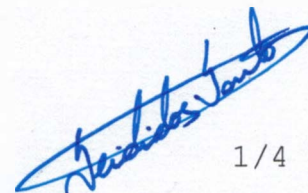
RECOGNIZING that this Memorandum of Understanding constitutes an undertaking within the meaning of Regulation 1/10 of the Annex to the STCW Convention;

HAVE COME TO THE FOLLOWING UNDERSTANDING:

Paragraph 1

1. For the purpose of this Memorandum of Understanding, 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 Participant 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 the Netherlands: Ministry of Infrastructure and Water Management.
3. The Administration is:
 - a. For Cabo Verde: Instituto Marítimo Portuário;
 - b. For the Netherlands: Ministry of Infrastructure and Water Management.
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 - Sao Vicente
Cabo Verde



Telef: +(238) 2324342
Fax: +(238) 2324343
E.mail: 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 - Sao Vicente
Cabo Verde
Telef: +(238) 2324342
Fax: +(238) 2324343
E.mail: erica.brito@imp.cv // miguel.a.fortes@imp.cv
Url: www.imp.cv

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

Human Environment and Transport Inspectorate
Merchant Shipping
PO Box 16191
The Hague NL-2500 BD
THE NETHERLANDS
Tel. +31 (0)88 489 000
www.ilent.nl

Verification information can be obtained from:

Kiwa Register B.V.
P.O. Box 4
Rijswijk NL-2280 AA
THE NETHERLANDS
Tel. +31 (0)70 41 44 888
Fax. +31 (0)70 41 44 889
Email: vergunningen@kiwa.nl

6. Any changes in the above addresses will be brought to the attention of the other Participant as soon as possible, but not later than thirty (30) days after the change has taken place.

Paragraph 2

Participants 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.

Paragraph 3

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.

Paragraph 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-1/6 and A-1/8 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.

Paragraph 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-1/6 of the STCW Code for the type and level of training or assessment involved.

Paragraph 6

In accordance with Regulation 1/10, paragraph 1.1, of the STCW Convention, the Certificate-issuing authority will allow periodic inspection of its approved facilities and procedures and will make materials and training facilities available for inspection and review when requested by the Administration.

Paragraph 7

1. The Administration will ensure, in accordance with Regulation 1/2 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 sub paragraph 1 of this paragraph, 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 1/2, paragraph 16, of the Annex to the STCW Convention.

Paragraph 8

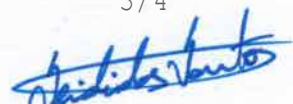
1. If the Certificate-issuing authority becomes aware of any individual serving aboard a vessel of the flag of the Administration whose certificate issued by the Certificate-issuing authority has been suspended or revoked, the Certificate-issuing authority will, without delay, notify the Administration.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

Paragraph 9

1. The Administration and the Certificate-issuing authority may designate a third party to perform on their behalf any functions referred to in paragraphs 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 Memorandum of Understanding, 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 sub paragraph 1 of this paragraph. 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.

Paragraph 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 Memorandum of Understanding;
 - b. changes affecting the procedures set forth in this Memorandum; or
 - c. changes which amount to substantial differences in the information communicated to the Secretary-General of IMO pursuant to Section A-1/7 of the STCW Code.



Paragraph 11

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

Paragraph 12

1. This Memorandum of Understanding does not create any rights or obligations under international law.
2. This Memorandum of Understanding will come into effect on the date of signature of both Participants.

Signed at S. Vicente, on 10.11.2022.

For Instituto Marítimo Portuário
of Cabo Verde



Seidi dos Santos
President of the BD

Signed at The Hague, on 13.01.2023

For the Ministry of Infrastructure and
Water Management of the Netherlands



Adriaan Zeillemaker
Deputy Director Maritime Affairs