



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF TRANSPORTATION



MARITIME INDUSTRY AUTHORITY

MARINA CIRCULAR NO. 2018-01

Series of 2018

TO : Recognized Organizations and Others Concerned

SUBJECT : Rules on the Accreditation of Recognized Organizations Performing Statutory Certification and Services for Philippine Shipping Companies and their Philippine-Registered Ships, on Behalf of the Administration

Pursuant to Presidential Decree No. 474, Executive Order Nos. 125/125-A, Philippine Merchant Marine Rules and Regulations, 1997, as amended and the International Maritime Organization (IMO) Maritime Safety Circular (MSC) No. 349 (92) on Code for Recognized Organizations (RO Code), Marine Environment Protection Committee (MEPC).237 (65) and the International Labor Organization, the following rules are hereby adopted:

I. OBJECTIVES

This Circular aims to provide standards, rules and guidelines on the scope, terms, conditions, procedures and requirements for the accreditation of Organizations which will perform statutory certification and other related services to Philippine shipping companies and their Philippine-registered ships, on behalf of the Administration, following mandatory IMO and ILO instruments and national legislation and regulations.

II. COVERAGE

This Circular shall apply to:

1. Organizations as defined under relevant mandatory IMO instruments and national legislation that will perform statutory certification and services to all Philippine shipping companies and their Philippine-registered ships, of size and tonnage under IMO instruments and national legislation.
2. ROs that have been granted accreditation/recognition and have existing Memorandum of Agreements (MOA) with the Administration.

III. DEFINITION OF TERMS

As used in this Circular, the following terms are understood to mean:

1. **Administration** - refers to the Maritime Industry Authority (MARINA).

Page 1/MC_ROs

2. **Authorization** – refers to the delegation of authority to an RO to perform statutory certification and services on behalf of the Administration as detailed in the MOA to be executed between the Administration and RO.
3. **Accreditation** - the official recognition of the organization to perform statutory certification and services for Philippine-registered ships on behalf of the Administration after full compliance with the requirements of this Circular.
4. **Certifying Bodies** – refers to organization providing auditing and certification to ROs to assure that they meet the specific standards and requirements relating to their performances and services.
5. **IMO instruments** – refers to IMO Conventions, Protocols, Amendments, Recommendations, Code, Guidelines and Resolutions.
6. **Memorandum of Agreement (MOA)** – a written Agreement entered into between the Administration and an RO for the latter to perform statutory certification and other services, as may be agreed upon based on the elements included in an agreement as set out in appendix 3 of RO Code.
7. **Oversight** – refers to any activity carried out by the Administration to ensure that the service of the RO complies with IMO and national requirements for Philippine shipping companies and their Philippine-registered ships.
8. **Recognized Organization (RO)** – refers to an organization that has been assessed by the Administration and have complied with the RO Code and the provisions of this Circular and has entered into a MOA with the Administration.
9. **RO CODE** – refers to the Code adopted by the IMO through Resolutions MSC. 349(92) and MEPC. 237(65) that serves as the international standard and consolidated instrument containing minimum criteria against which organizations are assessed towards recognition and authorization as well as the guidelines for oversight by Flag States.
10. **Statutory Certification and Services** – refers to the issuance of statutory certificates and services provided for Philippine shipping companies and their Philippine-registered ships, under the authority of laws, rules and regulations of the Philippine Government, through the Administration, consistent with mandatory IMO instruments and other related international agreements and national legislation, rules and regulations.

IV. GENERAL PROVISIONS

1. Only organizations which have existing Memorandum of Agreement (MOA) with the Administration may be authorized to perform statutory certification and services to Philippine shipping companies and their Philippine-registered ships in conformity with Regulation I/6 of International Convention for the Safety of Life at Sea (SOLAS), 1974, as amended, Annex I Regulation 6, Annex II Regulation 8, Annex VI Regulation 5 of the International Convention for the Prevention of Pollution from Ships (MARPOL) and Article 13 of International Convention on Load Line (1966), Maritime Labor Convention and other applicable international conventions, codes and other analogous requirements.
2. The ROs may, upon signing of the MOA in accordance with this Circular, perform statutory certification and services to Philippine shipping companies and their Philippine-registered ships in accordance with applicable IMO instruments, the national legislation, rules and regulations.
3. The organization/entity must be duly registered and allowed to operate in the Philippines.
4. The ROs shall be assessed by the Administration following these set of procedures formulated herein to ensure compliance with the provisions of the RO Code, including its subsequent amendments, as may be deemed necessary.

V. SPECIFIC PROVISIONS

1. SCOPE OF AUTHORIZATION

1. The RO shall be authorized, through a Memorandum of Agreement (MOA), to carry out the statutory certification and services, under mandatory IMO and ILO instruments and national legislations, rules and regulations, to Philippine shipping companies and their Philippine-registered ships, of applicable size and type, engaged or shall engage in international voyages including those in the domestic trade.

A copy of the template of the MOA is attached herein as **Annex "A"** as an integral part of this Circular.

2. The RO shall, based on the provisions of the RO Code and internationally recognized quality standards, provide the effective and continuous implementation of their quality management systems including their commitment to quality, safety, security and protection of the environment.
3. The statutory certificates issued by the ROs shall bear the official logo of the Administration or the official seal of the Philippines and which contains text that the certificates were issued under the Authority of the Republic of the Philippines.

4. The Administration may agree, on a case to case basis, to authorize the RO to perform statutory certification and services outside the scope of the existing MOA.
5. The RO shall be free to enter into contracts directly with clients. Such contracts may contain the RO's normal contractual conditions for limiting its legal liability.
6. The RO shall perform statutory certification and services by the use of competent surveyors and auditors who are duly qualified, trained and authorized to perform all duties and activities incumbent upon their employer, within their level of work responsibility.
7. The RO and its staff shall not engage in any activities that may cast doubt on their independence of judgment and integrity in relation to their statutory certification and services for Philippine shipping companies and their Philippine-registered ships.
8. The personnel of ROs shall be free from any undue influence, which might affect their judgment in performing statutory certification and services to Philippine shipping companies and their Philippine-registered ships. The RO shall establish procedures to prevent any person or organization external to the organization from influencing the results of the services carried out.

The implementation of these procedures shall be assessed by the Administration and included in its oversight function.

2. CERTIFICATION FOR CONVENTIONS NOT IN FORCE OR NOT RATIFIED BY THE PHILIPPINES

Where a ship is surveyed and found to be in compliance with a Convention that is either not in force or has not been ratified by the Philippines, the RO may issue a Statement/Document of Compliance on behalf of the Administration in accordance with the MOA. The said document is subject to the same annual/intermediate audit as a Convention Certificate.

3. REMUNERATION

The statutory certification and services carried out by RO to Philippine-registered ships shall be directly charged to the shipping company.

The ROs shall charge reasonable fees for the statutory certification services.

4. USE OF SUBCONTRACTORS/SERVICE SUPPLIERS

Upon approval by the Administration, the ROs may use the exclusive surveyors of another Organization with which the former has a bilateral agreement. The use of non-exclusive surveyors may be allowed provided such surveyors and all services and functions performed by them are subject to the quality management

system of the concerned ROs and may be subject to the oversight function of the Administration.

The privileges by virtue of the authority delegated to the ROs will not in any way create a contractual relationship between the Administration and the exclusive and non-exclusive surveyors.

The RO may utilize its approved suppliers of support services to assist in statutory surveys and certification, in accordance with IACS Unified Requirement Z17, or its amendments, or it passes the quality management systems acceptable to the RO.

VI. CONDITIONS FOR RECOGNITION

The ROs shall comply with the following general qualification, and documentary requirements:

1. General Qualifications

1. The organization to be recognized shall have adequate resources in terms of technical, managerial and research capabilities to conduct statutory certification in accordance with the minimum standards for ROs acting on behalf of the Administration, as set out in the RO Code, and as may be amplified by the procedures that may be promulgated by the Administration.
2. The organization to be recognized shall meet the standards set by the RO Code.
3. This Authority may consider the performance of the applicant as reported by the Port State Control Memorandum of Understanding regimes.
4. The RO shall be governed by the principles of ethical behavior, which shall be contained in its Code of Conduct and Ethical Standards;
5. The RO shall establish a branch Office in the Philippines established under the Philippine laws with a duly appointed local representative, in the case of a foreign-established organization.

VII. DOCUMENTARY REQUIREMENTS

The applicant-company shall submit the following documents in support of the application:

1. Letter of intent/application;
2. Copy of company registration/Articles of Incorporation and By-Laws issued/Memorandum and Articles of Partnership issued by the Securities and Exchange Commission;
3. Copy of Quality Assurance Certification issued by a certifying body acceptable to the Administration;

4. Directory of Officers, Auditors, Surveyors, or Officials of the RO showing their competence and qualifications;
5. Copy of the Code of Ethics and Ethical Standards by which the ROs' ethical behavior is governed with respect to assurance of adequate performance on services, confidentiality of information, and independence between the personnel providing consultancy services and those involved in the statutory certification and services; and
6. Track record or general information that will show the past achievements or performance of an RO relating to statutory certification and services from other flag states.

VIII. PROCEDURAL REQUIREMENTS

1. The applicant shall file its application in writing with the Administration, together with the pre-approval documents, as required by this Circular.
2. As provided in Section XII, an accreditation fee shall be paid to the Administration.
3. The Administration shall conduct an initial audit of the applicant's certification procedures, after which, the Administration and the applicant will sign a MOA, valid for a period not exceeding five (5) years, subject to annual review by the Administration. The MOA may be renewed subject to the completion of a renewal audit. The applicant should submit their application six (6) months prior to its expiration.
4. The negotiation and signing of the MOA is designated to the MARINA Administrator.
5. Certificate of Accreditation shall be issued after signing of the MOA which shall be co-terminus with the validity of the MOA.
6. The Administration will submit a report on the approval of the recognition of the RO and the signing of the MOA for the information of the MARINA Board and IMO Global Integrated Shipping Information System (GISIS).

IX. OVERSIGHT FUNCTION OF THE ADMINISTRATION OVER ROs

The MARINA reserves the right to audit the ROs upon showing of clear grounds of violation of the MOA or at the instance of the Administration whenever it deems the audit warranted.

X. REPORTING REQUIREMENT

1. The RO shall inform the Administration of the work carried out for Philippine-shipping companies and their Philippine-registered ships and shall furnish a

copy of the audit reports and certificates issued within thirty (30) days, after such survey/audit/inspection. An electronic submission of the documents may be provided to the Administration.

2. The RO or its attending surveyor shall immediately ensure that corrective action is carried out for every non conformities noted and shall, in due course, notify and provide any action or certificate to the Administration within fifteen (15) days after the ensuing inspection/survey in the following instances:
 - a. In cases where the condition of a ship or its equipment does not correspond substantially with the particulars of the relevant statutory certificate; or
 - b. The ship is not fit to proceed to sea without danger to the ship or persons onboard; or
 - c. The ship presents an unreasonable threat of harm to the marine environment; or
 - d. The ship is a threat on the security destination of ports or coastal states; or
 - e. There is a significant danger to seafarers' safety, health or security, and
 - f. Other similar or analogous incidents.

XI. VALIDITY OF CERTIFICATE

The Certificate of Accreditation shall be valid for a period not exceeding five (5) years subject to the provisions of Section VI and continued compliance with the provisions of this Circular as determined during annual audits and result of oversight activity. Continuous possession of valid and updated documents required under Section VII and Section IX on the Oversight Functions of the Administration over the ROs shall be strictly observed.

XII. FEES AND CHARGES

The fees and charges shall be as follows:

1. Accreditation fee - P100,000.00 + documentary stamp fee
2. Audit fee - P50,000.00/Audit

XIII. ADMINISTRATIVE SANCTIONS

1. The Administration shall issue Show Cause Order based on the following grounds:
 - .1 Failure to maintain the conditions for accreditation of ROs pursuant to this Circular and

.2 Violation of any rules/regulations and of any of the general and specific Terms and Conditions of Accreditation.

2. After due process, the following fines and penalties shall be imposed:

.1 First Offense - P250,000.00

.2 Second Offense - P500,000.00 + suspension of Certificate for six (6 months)

.3 Third Offense - P750,000.00 + cancellation of Certificate

XIV. REPEALING CLAUSE

Any provisions of MARINA Circulars, rules and regulations and issuances inconsistent herewith are hereby amended, repealed or modified accordingly.

XV. TRANSITORY PROVISION

Upon effectivity of this Circular, the MOAs of any ROs with the Administration shall remain in force within a one-year period, after which it shall cease to exist. The Administration, after notice shall require the ROs concerned to enter into a new MOA with MARINA.


XVI. REVOCATION, CANCELLATION OR SUSPENSION OF ACCREDITATION

The Administration may, after giving proper notice and hearing to the RO concerned, revoke, cancel or suspend the accreditation granted to the concerned ROs with regard to the statutory certification and services for violating any of the condition set forth in this Circular.

XVII. EFFECTIVITY CLAUSE

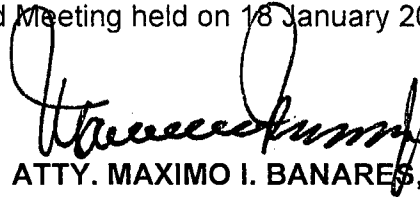
This MARINA Circular shall take effect fifteen (15) days following its publication once in a newspaper of general circulation in the Philippines.

BY AUTHORITY OF THE BOARD:


FELIPE A. JUDAN
Undersecretary for Maritime
Department of Transportation

SECRETARY'S CERTIFICATE

This is to certify that MARINA Circular No. 2018- 01 has been approved by the MARINA Board in its 253rd Regular Board Meeting held on 16 January 2018.



ATTY. MAXIMO I. BANARES, JR.
Acting Corporate Board Secretary

Date of Publication: February 1, 2018
Business Mirror

Date of Submission to ONAR:

JPP/NSA/PSC/MSS
12-12-18

ANNEX A

AGREEMENT GOVERNING THE DELEGATION OF STATUTORY CERTIFICATION AND SERVICES FOR SHIPS REGISTERED IN THE PHILIPPINES

Between
MARITIME INDUSTRY AUTHORITY
and
(Name of Recognized Organization)

This Agreement is made pursuant to Presidential Decree No. 474, Executive Order No. 125, as amended, Philippine Merchant Marine Rules and Regulations (PMMRR) 1997, as amended, IMO Resolution Maritime Safety Committee (MSC) 349(92) and Marine Environment Protection Committee (MEPC) 237(65) entitled "Code for Recognized Organizations (RO CODE)" and its Annexes, and MARINA Circular (MC) No. ____ and its subsequent amendments, with respect to the performance of maritime statutory certification and services and issuance of relevant certificates to Philippine shipping companies and ships registered in the Philippines. This MOA is executed by and between the Maritime Industry Authority hereinafter referred to as the First Party, duly represented by its Administrator, _____, for the Philippines and (Name of RO) hereinafter referred to as the Second Party duly represented by its (Position) (_____);

1 Purpose

- 1.1. The purpose of this Agreement is to delegate authority to organization to perform statutory certification and other related services to Philippine shipping companies and their Philippine-registered ships and to define the scope, terms, conditions and requirements of that delegation.

2 General Conditions

- 2.1. Statutory certification and services comprise the assessment of Philippine shipping companies and their Philippine-registered ships to determine the compliance of such ships to applicable requirements of the international conventions, codes and national requirements (hereinafter referred to as "applicable instruments") as set out in Annex 1 hereto and the issuance of relevant certificates.

2.1.1. Statutory certification and services rendered and statutory certificates issued by Second Party shall be accepted as services rendered by or certificates issued by the First Party provided that said full term certificates shall bear the official logo of the First Party and Second Party and shall maintain compliance with the provisions of IMO Resolution MSC.349(92) and MEPC.237(65) and its Annexes.

2.1.2 First Party and Second Party may mutually agree, on a case to case basis, on the authorization to perform services outside the scope of Annex 1 of this Agreement.

- 2.2 The Second Party shall not engage in activities that may endanger trust in its independence of judgment or integrity in relation to its certification activities. The staff responsible for carrying out assessment or evaluation of a system, product or service should not have been involved at any stage in its design, supply or maintenance. Further, their remuneration will not depend on the results of such assessment or evaluation.

2.3 Annexes "1" and "2" shall form part of this Agreement.

3 Interpretation, Equivalents and Exemptions

- 3.1. While interpretations of the applicable instruments as well as the determinations

of equivalents or the acceptance of substitutes to the requirements of the applicable instruments are the prerogative of the First Party, the Second Party will cooperate in their establishment as necessary.

The Second Party may interpret the requirements of the international statutory instruments following IACS Unified Interpretations and the Second Party Statutory Interpretations, and generally following guidance issued by the IMO unless the First Party has instructed the Second Party otherwise.

3.2. Exemption from the requirements of the applicable instruments shall be the sole prerogative of the First Party.

3.3. In instances where, temporarily, the requirements of an instrument cannot be met under particular circumstances, the Second Party's surveyor shall specify such measures or supplementary equipment as may be available to permit the ship to proceed to suitable port where permanent repairs or rectification can be effected or replacement equipment fitted. All such temporary measures taken should be reported to the First Party.

4 Information and Liaison

4.1. The Second Party will report to the First Party as such frequency as will be agreed between the First Party and the Second Party as indicated in Annex 2 of this Agreement.

4.2. The First Party shall be granted access to all plans and documents including reports on surveys on the basis of which certificates indicated in Annex 1 hereof are issued or endorsed by the Second Party.

4.3. The First Party will provide the Second Party with all necessary documentation for the purpose of the Second Party's provisions of statutory certification and services.

The First Party will provide the Second Party with access to all appropriate instruments of national law, notify the Second Party by e-mail of any additions, deletions or revisions thereto in advance of their effective date and specify whether the flag State's standards go beyond convention requirements in any respect.

The First Party will inform the Second Party of any changes to their National Requirements prior to their implementation date.

4.4. The First Party and the Second Party, recognizing the importance of technical liaison, agree to cooperate toward this end and maintain effective dialogue.

5 Supervision/Audit/Oversight Function

5.1. The First Party by itself or by an independent body of auditors recognized by it will be given the opportunity to satisfy itself that the Second Party's quality management system continues to comply with the requirements of the IMO Resolution MSC.349(92) and MEPC.237(65) and their subsequent amendments.

5.2. The First Party may choose to recognize audits performed on the Second Party by an independent audit group effectively representing the interest of the First Party or the IMO.

5.3. Should the First Party choose to conduct direct auditing of the Second Party, the

frequency and extent of audit will be subject to mutual agreement between the First Party and the Second Party.

5.4. The Second Party shall fully cooperate with the First Party in carrying its oversight functions/activities to assure that RO's service/certification comply with IMO and national requirements of the First Party.

6 Other Conditions

6.1. Compliance with MARINA Circulars

The Second Party shall comply with MARINA Circular entitled "Rules on the Accreditation of Recognized Organizations Performing Statutory Certification and Services for Philippine Shipping Companies and their Philippine-Registered Ships, on behalf of the Administration," and its subsequent amendments.

6.2. Cooperation

6.2.1. The Second Party shall cooperate and share relevant experience with other RO with the view to standardizing processes concerning statutory certification and services.

6.2.2. The Second Party shall establish and maintain appropriate technical and safety-related cooperation processes with other ROs regarding statutory certification and services of ships, which may affect the validity of certificates issued by other ROs either in whole or in part on behalf of the First Party. The First Party shall seek to mutually cooperate in order to ensure, as far as practicable, the compatibility of their respective frameworks.

6.2.3. The First Party shall not mandate the Second Party to apply to ships, other than those entitled to fly its flag, any requirement pertaining to the Second Party's classification rules, requirements, procedures or performance of other statutory certification processes, beyond convention requirements and the mandatory instruments of the IMO.

6.2.4. In case of transfer of the certification of the ship from one RO to another, the losing RO shall, without undue delay, provide the Second Party access to the history file of the ship including:

- a. Any overdue surveys;
- b. Any overdue recommendations and overdue conditions of class;
- c. Operating conditions issued against the ship;
- d. Operating restrictions issued against the ship; and
- e. Technical information, drawings, plans and documents taking into account the relevant guidelines developed by the IMO.

6.2.5 New certificates for the ship can be issued by the Second Party only after all overdue surveys have been satisfactorily completed and all overdue recommendations or overdue conditions of class previously issued in respect of the ship have been completed as specified by the losing RO

6.2.6 Within one month from the issuance of the certificates, the Second Party shall advise the losing RO of the date of issue of the certificates and confirm the date, place and action taken to satisfy each overdue survey, overdue recommendation and overdue condition of class.

6.2.7 The Second Party shall establish and implement appropriate common requirements concerning cases of transfer of the certification of a ship

where special precautions are necessary. Those cases shall, as a minimum, include the certification of ships of 15 years of age or over and the transfer of a ship from an organization not recognized by the flag State of the ship.

6.2.8 The Second Party may provide technical cooperation, upon special request and as mutually agreed between the Parties, in terms of training, seminar or workshop relating to maritime safety, security and the prevention of marine pollution, provided that all conditions including the scope of cooperation and the number of participants are mutually agreed.

6.3. Remuneration

Remuneration for statutory certification and services carried out by the Second Party on behalf of the First Party will be charged by the Second Party directly to the Party requesting such services.

The First Party and the Second Party will not invoice each other for any costs or financial burden caused by this Agreement.

Both parties do not invoice each other for any costs or financial burden caused by this Agreement.

The Second Party shall charge reasonable fees for the statutory certification services.

6.4. Confidentiality

Insofar as activities related to this Agreement are concerned, both the First Party and the Second Party shall maintain as confidential and not to disclose to any third parties any information or documents derived from the other party without the consent of the other party. The information shall not be disclosed except, (a) to those of its representatives who need such information for the purpose of performing the obligations under this Agreement, or (b) to those having been given the right to receive such information either by legislation, court decision, governmental body (including regional bodies) or other public investigation bodies that are authorized by a decree, by authorized audit teams performing audits in connection with certification of the Society, or by written permission from the owner of the information.

However, any documents or other information may be released by the Second Party as required by applicable legislation, court order or legal proceedings.

6.5. Surveyors

Normally, surveys shall be carried out by surveyors working exclusively for the Second Party. The Second Party however, may use exclusive surveyors of another organization with which the Second Party has a bilateral agreement provided that the other organizations is recognized by the First Party. In addition, the Second Party may use non-exclusive surveyors provided such surveyors and all services and functions performed by such personnel relevant to this agreement, are subject to the quality management system of the Second Party. These provisions apply to subcontractors and to all other suppliers of support services being relevant to statutory certification and services. The privileges by virtue of the authority delegated to the Second Party will not in any way create a contractual relationship between the First Party and these Third Party exclusive and non-exclusive surveyors.

6.6. Amendments

Amendments to this Agreement and its Annexes will become effective only after consultation and written agreement between the First Party and the Second Party.

6.7. Governing Law and Settlement of Disputes

6.7.1. The agreement shall be governed by and construed in accordance with Philippine law. Any disputes arising in connection with this Agreement which cannot be settled by private negotiations between the Parties shall be settled finally by arbitration in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce in London or other neutral countries mutually agreed upon. Arbitration may be commenced by either Party hereto by the giving of written notice of commencement of arbitration to the other Party hereto.

6.7.2. In the performance of statutory certification and services hereunder, the Second Party, its officers and employees or other personnel as defined in 6.5 are entitled to all protections of law and the same defenses and/or counterclaims which would be available to the First Party and its own staff surveyors or employees if the latter had conducted the statutory certification services in question.

6.8. Liability

6.8.1. In the context of this Agreement, if a liability is finally and definitively imposed on the Maritime Industry Authority for loss or damage which is proved in a court of law to have been caused by any negligent act or omission by the Second Party, its officers, employees or others who act on behalf of the Second Party under this Agreement, the First Party is entitled to seek from the Second Party compensation up to but not exceeding the amount of financial liability as defined in the standard terms and conditions of the Second Party.

6.8.2. While acting for the First Party under this Agreement, the Second Party shall be free to create contracts direct with its clients and such contracts may contain the Second Party's normal contractual conditions for limiting its legal liability.

6.8.3. Neither party shall be liable to the other for any special, indirect or consequential losses or damages resulting from or arising out of services performed under this Agreement, including without limitation loss of profit, loss of production, loss of contract, loss of use, business interruption or any other special, indirect or consequential losses suffered or incurred by any party howsoever caused.

6.9. Termination

6.9.1. If this Agreement is breached by one of the Parties, the other Party will notify the violating Party of its breach in writing to allow the notified Party the opportunity to remedy the breach within sixty (60) days, failing which the notifying Party has the right to terminate the Agreement immediately without need for judicial action/proceedings.

6.9.2. This Agreement shall be valid for a period not exceeding five (5) years subject to the provisions of the existing MARINA Circular on the Rules on the Accreditation of ROs.

6.9.3. This Agreement may be terminated by either Party by giving the other Party one (1) year prior written notice.

7 This Agreement commences on _____ 2018.

IN WITNESS WHEREOF the undersigned, duly authorized by the Parties, have signed this Agreement on the dates indicated below

For: (Name of RO)

For: Maritime Industry Authority

Name of Authorized Signatory
Position

Administrator

Date: _____

Date: _____

SIGNED IN THE PRESENCE OF:

ANNEX 1

TO THE AGREEMENT GOVERNING THE DELEGATION OF STATUTORY CERTIFICATION AND SERVICES FOR SHIPS REGISTERED IN THE PHILIPPINES

Between
MARITIME INDUSTRY AUTHORITY
and
(Name of Recognized Organization)

APPLICABLE INSTRUMENTS

1. The Second Party is hereby authorized as listed below to carry out statutory certification and services and issue the relevant certificates or statement/document of compliance and/or revoke certificates, as may deem necessary, on behalf of the First Party with respect to ships registered in the Philippines:

1	International Convention on the Safety of Life at Sea (SOLAS) 1974, as amended, and Protocol 1978 with 1981 and 1983 Amendments
1.1	Cargo Ship Safety Construction Certificate
1.2	Cargo Ship Safety Equipment Certificate
1.3	Passenger Ship Safety Certificate
1.4	Cargo Ship Safety Radio Certificate
1.5	Carriage in Bulk of Dangerous Chemicals
1.6	Grain Loading Declaration
1.7	Document of Compliance with the Special Requirements for Ships carrying Dangerous Goods
1.8	Document of Compliance and Safety Management Certificate (ISM Code)
1.9	International Ship Security Certificate
2	International Convention for the Prevention of Pollution from Ships (MARPOL) 1973, its Annexes and Subsequent Amendments
2.1	Oil Pollution Prevention Certificate (Annex I)
2.2	Oil Pollution Prevention Certificate for the Carriage of Noxious Liquid Substances in Bulk (NLS) – (Annex II)
2.3	Approval of Damage Stability (Reg. 15)
2.4	Shipboard Oil Pollution Emergency Plan (SOPEP)
2.5	Prevention of Pollution by Harmful substances Carried by Sea in Packaged Form (Annex III)
2.6	Prevention of Pollution by Sewage from Ships (Annex IV)
2.7	Prevention of Pollution by Garbage from Ships – (Annex V)
2.8	Prevention of Air Pollution from Ships (Annex VI)
3	International Regulations on Preventing Collision at Sea, 1972
4	International Convention and Tonnage Measurement of Ships, 1969
5	International Labor Organization (ILO) Convention
6	Maritime Labor Convention
7	International Convention on Load Line, 1966
8	Mobile Offshore Drilling Unit Code, 1979, 1989, 2009, as amended
9	International Convention on the Control of Harmful Anti-Fouling Systems on Ships (AFS), 2001
10	International Convention for the Control and Management of Ships' Ballast Water and Sediments (BWM), 2004

11	Hong Kong International Convention for the Safe and Environmentally Sound Recycling of Ships (HKSRC), 2009
12	Resolution EU No. 1257/2013 on Ship Recycling
13	Document of Compliance Solid Bulk Cargoes (IMSBC)
14	Code of Safety of Diving Systems, 1995
15	International Code of Safety for Ships Operating in Polar Waters (Polar Code)
16	High Speed Craft Code

2. All Exemption Certificates shall have prior approval of the First Party.

ANNEX 2

TO THE AGREEMENT GOVERNING THE DELEGATION OF STATUTORY CERTIFICATION AND SERVICES FOR SHIPS REGISTERED IN THE PHILIPPINES

Between
MARITIME INDUSTRY AUTHORITY
and
(Name of Recognized Organization)

REPORTING TO MARITIME INDUSTRY AUTHORITY

The Second Party agrees to report to the First Party information pertaining to services performed pursuant to this Agreement as follows:

- 1 Reporting in the case of general authorization
The Second Party shall keep the First Party informed of the work being carried out in accordance with the authorization as given in Annex 1 by granting the First Party access right to online service system of the Second Party, where an electronic copy of each full term certificates issued on behalf of the First Party, survey report and information on survey status can be reviewed.
- 2 Reporting in the case of special authorization
Reporting in connection with work carried out by the Second Party in accordance with special authorization shall be made on a form mutually agreed beforehand. Before granting an extension of recommendations of major importance to the safety of the ship, the First Party shall be informed, except that validity of full term certificate can be extended for one (1) month only except the Cargo Ship Safety Construction Certificate in which permission for extension shall be approved by the First Party.
- 3 Reporting of Unfit Condition
The Second Party shall always inform the First Party if a ship is discovered to be operating with faults or defects which represent significant deviations from the standards required in International Conventions covered by Annex 1, such that the ship is not fit to proceed to sea without danger to the ship and persons on board. The obligation to provide such information applies regardless to how such deficiencies are discovered. Further, the Second Party shall report to the First Party marine accidents involving ships classed/inspected/surveyed by the Second Party under this Agreement.
- 4 Reporting of the Rules and other Documents
The Second Party shall furnish the First Party with its rules and their amendments for Building and Classing Ships and of its records and other documents, showing the standards of the organization applied for statutory certification and services provided under this agreement, and which can provide the latter with data to assist in interpretation convention regulations.