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## **Agreement on maritime transport between the Government of the Kingdom of Norway and the Government of the Republic of the Philippines**

The Government of the Kingdom of Norway and the Government of the Republic of the Philippines,

desiring to further develop the friendly relations between the two countries and to strengthen co-operation in the field of maritime transport;

taking into account the desirability of an efficient organization of international maritime transport,

having due regard to the principles of equality and mutual benefits,

HAVE AGREED AS FOLLOWS:

### **Article I Definition of Terms**

For the purpose of this agreement, the term « vessel of the other Contracting Party » shall mean merchant vessels flying the national flag of the other Contracting Party and carrying the certificate of registry duly issued by its competent authority in compliance with its national laws and regulations.

The term « crew members » shall mean all persons, including the Master, who are or actually have been employed for duties on board a vessel of the Contracting Parties and nationals of the Contracting Parties actually employed for duties on board vessels of a third country with regard to the working or service of the vessel and who are included in its crew list.

The term « offense » comprises acts dealt with under the criminal law of the Contracting Party in which a vessel is registered.

The term « competent authority » means the designated government agency or agencies of either Contracting Party.

The term « port » shall mean a place where vessels may anchor or tie up for the purpose of shelter, repair, loading or discharge of cargo, or for other such activities connected with water-borne commerce, and including all the land and water areas and the structure, equipment and facilities related to these functions.

## **Article II General Principles**

The Contracting Parties shall cooperate on the basis of equal rights, mutual benefit and the principles of freedom of merchant shipping in order to develop the relations between the Government of the Kingdom of Norway and the Government of the Republic of the Philippines in the field of merchant shipping, seafarers' employment and maritime training.

## **Article III Access to Facilities**

Each Contracting Party shall grant to the vessel of the other Contracting Party a non-discriminatory treatment in its ports.

This applies to customs formalities, the levying of charges and port dues, freedom of access to, and the use of ports as well as to all facilities afforded to shipping and commercial operations in respect of vessels, their crew, passengers and cargoes. In particular, this refers to the allocation of berths at piers, loading and unloading facilities and port services.

The Contracting Parties shall adopt all appropriate measures to facilitate as much as possible the performance of customs and other formalities required in ports.

## **Article IV Applicability of National Laws**

The vessels and the crew members of a Contracting Party shall observe the relevant laws and regulations of the other Contracting Party during their stay in the latter's territory.

The competent authorities of either Contracting Party shall not exercise jurisdiction over or intervene in the internal affairs of the vessel of the other Contracting Party in the ports, except:

- (a) at the request or with the consent of the diplomatic or consular authorities of the other Contracting Party;
- (b) where the peace, public order or the public security has been disturbed through what has happened on the vessel or as a consequence thereof;
- (c) where those involved in the matter are not crew members of such a vessel.

## **Article V Nationality of Vessels**

The Contracting Parties shall recognize the nationality of vessels of the other Contracting Party on the basis of the certificate of registry duly issued by the competent authority of either Contracting Party in compliance with its relevant laws and regulations.

The Contracting Parties shall mutually recognize the tonnage certificate and other relevant documents of the vessel duly issued by the competent authorities of either Contracting Party or those recognized by a Contracting Party and met with no objections from the other Contracting Party without re-measuring the vessel concerned. All port charges and expenses shall be collected on the basis of these documents.

## **Article VI Terms of Employment**

Each Contracting Party shall, when accepting crew members of the other Contracting Party on its vessels, do so in accordance with international conventions to which both Contracting Parties are signatories. Each Contracting Party shall respect and accept the terms and conditions of employment of the crew members of a vessel belonging to either Contracting Party, as established by employment contracts, Collective Bargaining Agreements, social welfare standards and conditions of work and applicable for crew members on board the registered vessels of a Contracting Party.

## **Article VII Qualifications of Seafarers**

The Contracting Parties shall take the necessary measures to ensure that crew members seeking service on a vessel flying the flag of the other Contracting Party meet the seafarers' standards of training, certification and watchkeeping as agreed within the International Maritime Organization and accepted by both Contracting Parties.

The Contracting Parties shall exchange information regarding the maritime training, education, certification, regulations and procedures and give due notification of any significant changes in the arrangements.

The Contracting Parties shall encourage co-operation in the field of maritime training between the competent institutions and authorities.

## **Article VIII Assistance in Cases of Maritime Accidents**

If a vessel of a Contracting Party suffers shipwreck, is grounded, or meets any other accident or danger off the coast of the territory of the other Contracting Party, the vessel and the cargo shall enjoy in the territory of the latter party the same benefits and privileges and accept the same liabilities as are accorded to a vessel of that Contracting Party and its cargo. The master, the crew and passengers, as well as the vessel itself and its cargo, shall be granted, at any time, help and assistance to the same extent and on the same terms as in the case of a national vessel.

Each Contracting Party shall promptly notify the consular officials, or in their absence, the diplomatic representatives of the other Contracting Party when a vessel of the other Contracting Party is involved in a maritime accident and the crew is understood not to be in a position to establish contact as required for the rescue and protection of the crew members, passengers, vessel, cargo and stores.

When cargo and other properties from a vessel involved in a maritime accident need to be temporarily stored in the territory of the other Contracting Party, such cargo and properties shall be exempted from all taxes, insofar as it is not sold for consumption or use in the territory of the other Contracting Party.

### **Article IX Seamen's Valid Documents**

Each Contracting Party shall not take discriminatory measures against the crew members of the other Contracting Party during their stay in its ports and territory.

The valid identity documents of crew members duly issued by the competent authorities of each Contracting Party shall be recognized by the other Contracting Party. These documents are:

- (a) In the case of the Philippines, the «Seafarer's Identification and Record Book» and/or the «Philippine Passport»; and
- (b) In the case of Norway, the « Passport » and/or the « Seamen's Identity Card ».

The Contracting Parties may request from each other samples of the seamen's valid identity document.

For nationals of third countries working on board vessels of either Contracting Party, the identity documents are those issued by the competent third country authorities.

### **Article X Entry of Crew Members Into the Territory of the Other Contracting Party**

Subject to the immigration laws of a Contracting Party, a crew member of a Contracting Party holding identity documents as mentioned in Article IX shall:

- (a) be admitted to the territory of the other Contracting Party for temporary shore leave when the vessel on which he is engaged as its crew member is in a port of that Contracting Party, provided that the list of crew members is delivered to the passport control or the immigration authorities;
- (b) be permitted to leave the territory of the other Contracting Party upon the termination of his engagement on a vessel as a crew member where this takes place in a port of that Contracting Party; and
- (c) be admitted to the territory of the other Contracting Party for the purpose of joining a vessel as a crew member provided that he is in possession of a written declaration from the shipping company or its agents that he is to join a specific vessel at a port of that Contracting Party.

If a crew member requires medical observation or treatment of an illness in the territory of the other Contracting Party, the competent authorities of the latter shall give permission for him to stay in the said territory for such time as necessary. The Contracting Party shall give medical aid in accordance with national legislation.

During the stay of the vessels of a Contracting Party in the ports of the other Contracting Party, the crew members shall be allowed to contact their respective diplomatic officials or their representatives.

Nothing in this Article shall be construed so as to limit the right of the Contracting Parties to deny any person whatsoever from entering or remaining in its territory.

## **Article XI Rules on Labor Disputes**

The terms of employment of a national of a Contracting Party serving as a crew member on a vessel of the other Contracting Party shall be stated in the contract of employment.

Any dispute or claims, including claims for torts arising from or related to the contract of employment or relations between a shipowner of a Contracting Party and a crew member of the other Contracting Party, including but not limited to wage claims, and claims for damages as a result of the illness, personal injury or death of a crew member, shall be referred for determination and resolution solely to the exclusive jurisdiction of the competent Courts, Tribunals or Authorities, as the case may be, of the Contracting Party in which the vessel is registered or of the other Contracting Party where the complainant is a national. The Contracting Parties will provide the appropriate mechanisms for such cases to be heard when raised.

## **Article XII Offenses Committed by Crew on Board the Vessel**

When an offense might have taken place or a crew member is suspected of having committed an offense on board a vessel and under the law of the Contracting Party in which a vessel is registered, that Contracting Party may request the other Contracting Party to obtain evidence and take proceedings in the case.

The competent authorities of the Contracting Party requested shall examine the request made, and shall decide, in accordance with its own law, which action to take thereon.

If the Contracting Party requested considers that the information supplied by the other Contracting Party is not adequate, it shall ask for the necessary additional information.

Proceedings may not be taken by the Contracting Party requested unless the offense in respect of which the proceedings are requested would be an offense if committed in its territory and when, under these circumstances, the offender will also be liable to sanctions under its own law.

The Contracting Party requested shall promptly communicate its decision on the request to the other Contracting Party, and shall also inform the Contracting Party requesting of any procedural acts performed or measures taken.

All requests and communications between the Contracting Parties specified in this Article shall take place through diplomatic notes.

## **Article XIII Amendments to the Agreement**

If any of the Contracting Parties considers it desirable to amend the terms of the present Agreement, it may at any time request in written notice consultations with the other Contracting Party for the purpose of amending the present Agreement.

Any amendment or revision to the text of this Agreement shall be done by mutual consent of the Contracting Parties. The amended Agreement shall enter into force in accordance with Article XIV.

## **Article XIV Entry Into Force**

This Agreement shall enter into force on the date of the later notification by either Contracting Party, through diplomatic channels, indicating that the domestic requirements for its entry into force have been complied with. Pending such entry into force, this Agreement shall be applied provisionally by the Parties with effect from the date of signature. In any event, provisional application shall terminate within 5 (five) years.

This Agreement shall be valid for a period of five (5) years, and shall be automatically renewed for successive similar periods, unless sooner terminated by either Contracting Party by written notices, through diplomatic channels, of its intention to terminate it at least six (6) months prior to the intended date of termination.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed the present Agreement.

Done in duplicate on this 22nd day of October 1999, in Metro Manila.