



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE

REGISTRY AND MERCHANT MARINE DIRECTORATE

OF THE NATIONAL NAVAL PREFECTURE, GENERAL COMMAND OF THE NAVY,

MINISTRY OF NATIONAL DEFENSE OF THE ORIENTAL REPUBLIC OF URUGUAY

and

THE

MINISTRY OF MARITIME AFFAIRS AND INSULAR POLICY OF THE HELLENIC REPUBLIC

STRENGTHENING BILATERAL COOPERATION IN MARITIME AFFAIRS

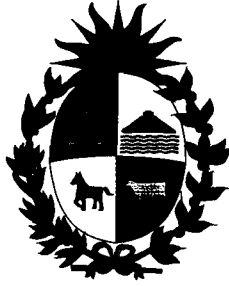
ACCORDING TO THE INTERNATIONAL CONVENTION ON STANDARDS OF TRAINING, CERTIFICATION AND WATCHKEEPING FOR SEAFARERS, 1978, AS AMENDED

The Ministry of Maritime Affairs and Insular Policy, of the Hellenic Republic, acting through its Directorate of Seafarers Training and the Registry and Merchant Marine Directorate of the National Naval Prefecture (Maritime Authority of the Oriental Republic of Uruguay), acting on behalf of the Government of the Oriental Republic Uruguay, hereinafter referred to as “the Participants”;

TAKING INTO ACCOUNT that both Participants are Parties to the International Convention on “Standards of Training, Certification and Watchkeeping for Seafarers” (S.T.C.W.), 1978, as amended (the above mentioned International Convention will be referred to as the “Convention”);

NOTING ALSO the obligations of the Hellenic Republic under the Directive (EU) 2022/993, as amended, resulting from its membership to the European Union;

CONSIDERING their respective arrangements under the “Convention” and intending to comply with them, considering also the Laws and Instruments of their National Legislation, especially these concerning issues of access and working conditions on ships flying the flag of an “Understanding Participant”;



RECOGNIZING also the importance of bilateral cooperation between the Participants in maritime activities and seeking to create adequate provisions for their development;

RECOGNIZING also the importance of bilateral cooperation in the field of Maritime Professional Education for the economic development of Participants;

STRESSING to strengthen, even more, the relations between the two countries;

Hereby enter into this Bilateral Memorandum of Understanding, which will be referred to as the "Memorandum of Understanding", as required by Regulation I/10, paragraph 1.2 of the "Convention", aiming at complying with the relevant provisions of the "Convention", which also includes the provisions of the Code of the "Convention", and have approved as follows:

Paragraph 1

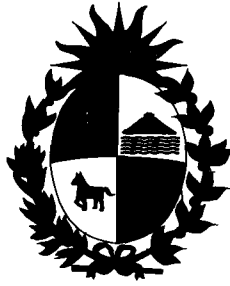
A) The Seafarers Training Directorate of the Ministry of Maritime Affairs and Insular Policy of the Hellenic Republic, acting on behalf of the Government of the Hellenic Republic, hereinafter referred to as "the Greek Authority", is the competent authority of the Hellenic Republic for the purpose of this Memorandum of Understanding.

B) The Registry and Merchant Marine Directorate of the National Naval Prefecture General Command of the Navy, Ministry of National Defense, acting on behalf of the Government of the Oriental Republic of Uruguay, hereinafter referred to as the "Uruguayan Authority", is the competent authority of Uruguay for the purposes of this Memorandum of Understanding.

C) The "Uruguayan Authority" and the "Greek Authority" mutually recognize the Certificates of Competency issued by each other by providing an appropriate endorsement certificate.

Paragraph 2

A) Both Participants, before recognizing the abovementioned certificates, have considered the fulfillment of the prerequisite that the Participants are Parties to the "Convention" and that, according to the submitted evidence, it has been regarded by the Maritime Safety Committee of the International Maritime Organization (I.M.O.), that is giving full and complete effect to the relevant provisions of the "Convention".



B) Moreover, the Participants have considered the fact that both have established and use a Quality Control System to their System of Maritime Training and Certification, in accordance with Regulation I/8 of the "Convention".

Paragraph 3

Either Participant, within the framework of its National Legislation, ensures that the education, training and assessment of seafarers are administered and monitored in accordance with the provisions of the Section A-1/6 of the S.T.C.W. Code and it also ensures that those who are responsible for such duties are appropriately qualified for the type and level of training or assessment involved, in accordance with the same Section of the S.T.C.W. Code.

(1) The officials may designate one or more persons to perform on their behalf the functions arising from this Agreement and, in such case, the officials will communicate in writing the names, position and contact information of the people who have designated.

(2) For the purposes of paragraph 1, officials shall communicate in writing, by fax or email, any changes in the names, title and contact details of designated people.

Paragraph 4

Either Participant, with respect to the provisions for the recognition of Certificates laid down in Regulation I/10 of the "Convention", shall ensure that an endorsement in accordance with Regulation I/2, paragraph 7, will only be issued if the applicable requirements of the "Convention" have been complied with by the other Participant.

The certificate of competency shall also be followed by a valid endorsement issued by the Participants.

The Participants shall endorse such certificate to attest its recognition only after ensuring the authenticity and validity of the certificate.

Either Participant decides to make available information on the status of such certificates of competency, endorsements and dispensations to the other Participant which requests verification of the authenticity and validity of certificates produced to that other Participant by seafarers seeking recognition of their certificates under Regulation I/10.



Paragraph 5

A) Each Participant, guarantees and ensures, through any necessary and applicable measures, which may include the inspection of approved facilities and procedures:

1. that it is in full compliance with the requirements of the "Convention" concerning to the standards of competence and medical fitness, the issue - endorsement - revalidation and revocation of certificates and the keeping of relevant records,
2. that it has already taken all necessary action to comply with the training requirements of the "Convention", including the STCW Code, as they may be applicable and
3. that it will make all materials and training facilities used for the seafarers training, are available for inspection and review.

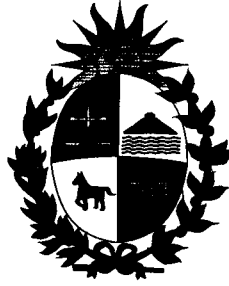
B) In particular, when one Participant requests, by any document (which includes the use of e-mail), to visit and review training facilities or procedures, for the abovementioned verification reasons, permission will be granted, after the necessary communication between the Participants has been exchanged, within a 30 days' time span, in which a programme of the visit has also to be arranged.

C) The same 30 days deadline shall be followed when either Participant asks for documentation relevant to the abovementioned purposes. Without prejudice to the provision of Paragraph 15, any violation of these deadlines may result in the denunciation of the "Memorandum of Understanding" for both Participants with immediate effect.

D) Any request for verification of the validity or contents of a certificate or confirmation regarding questions that may arise will be addressed by both Participants in no more than 7 working days, except in cases of force majeure.

Paragraph 6

The Participants declare that, in accordance with the procedure laid down in above Paragraph 5, they assure and confirm that they will grant full and unlimited access to the results of the assessments of the Quality Control System which it has been established to their Maritime Training and Certification System, in accordance with Regulation I/8 of the "Convention".



Paragraph 7

A) Either Participant in accordance with Regulation I/10 of the "Convention", declares that in a period of time not exceeding ninety (90) days, will notify the other Participant any important change on the whole system of Maritime Education and Training assessment and Certification. As important change is considered to be any change that entails significant modification of the relevant educational, training and administrative procedures and incurs substantial alteration of the level of knowledge, professional skills, training and competence of certified seafarers.

B) As a minimum, important changes are considered to be:

1) Changes of the persons in the Administrations who are responsible for the implementation of the "Memorandum of Understanding" or of the way or means to communicate with them.

2) Any changes that may result in alteration of the procedures recited in this "Memorandum of Understanding".

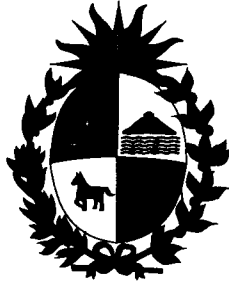
3) Modifications on the whole system of Maritime Education and Training, assessment and certification of seafarers that entail substantial differences or variations compared to the initial report that the "Uruguayan Authority" submitted to the General Secretary of IMO, in accordance with the Section A-1/7 of the STCW Code.

Paragraph 8

Either Participant declare that, in accordance with Regulation I/10, paragraph 6, of the "Convention", they will not use endorsements recognizing or attesting certificate issued by other Parties of the "Convention" for the purpose of issuing endorsement certificates of this "Memorandum of Understanding". They also declare that they will not proceed to further recognition of endorsement of certificates issued by both Participants for certificates that have been issued by third countries.

Paragraph 9

Each Participant confirms that endorsement certificates issued by the other Participant, according to the provisions of this "Memorandum of Understanding", will not be used as a basis for further recognition of the same certificates from any other Uruguayan or Greek authority.



Paragraph 10

The Participants declare that, to endorse a certificate by which its holder is entitled to perform deck officer duties, at the management level, on a ship that flies the Flag of the other Participant, they may consider as an option, the successful examination of the holder of the certificate on a test which ensures that the candidate has appropriate level of knowledge of the relevant National Legislation of the Participant which is needed to perform his or her duties , as this Legislation has been defined by each "Participant Authority" in respect to its national.

Paragraph 11

The Participants declare that they will not endorse any certificates, held by noncitizens of the Oriental Republic of Uruguay or the Hellenic Republic, issued by the "Uruguayan or Greek Authority", in respect to this Memorandum of Understanding.

Paragraph 12

Should it become necessary for either Participant to suspend, revoke or otherwise withdraw its endorsement of recognition of a certificate of competency for disciplinary or other reasons, such Participant will, within sixty (60) days, inform the other Participant of the circumstances.

Paragraph 13

As persons responsible for the implementation of this "Memorandum of Understanding" are appointed:

A) For the Greek Authority:

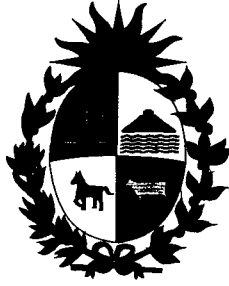
The Director of the Seafarers Training Directorate of the Ministry of Maritime Affairs and Insular Policy of the Hellenic Republic,

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B) For the Uruguayan Authority:

The Director of the Registry and Merchant Marine Directorate of the National Naval Prefecture, General Command of the Navy, Ministry of National Defense of the Oriental Republic of Uruguay

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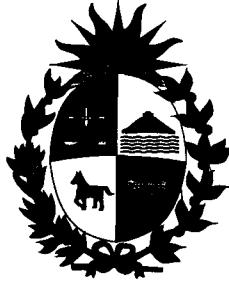
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dirme@armada.mil.uy

Paragraph 14

1. The Memorandum of Understanding shall enter into force on the date of signature and from that date it shall remain to have effect for a five (5) years period.
2. The Memorandum of Understanding will be automatically extended for one consecutive period of five (5) years, unless it is denounced by either of the Participants, according to the procedure in Paragraph 15 of the Understanding or both Participants consent on its termination.
3. If the Participants intend to extend this Memorandum of Understanding after the second term it would be renewed by six months before ending.



Paragraph 15

Each Participant shall have the right to denounce this Memorandum of Understanding at any time by a written notification. The denunciation of the Understanding will be effective three (3) months after the receipt of such a notification by the other Participant. Any differences regarding the interpretation or application of this Memorandum of Understanding will be resolved through consultations and negotiations between the Participants.

Signed by each Participant on the day of April 22, 2024, Montevideo in two original copies, in English language, all texts being equally authentic.

**For the Registry and Merchant Marine
Directorate of the National Naval
Prefecture, General Command of the
Navy, Ministry of National Defense of
the Oriental Republic of Uruguay**

**Omar Paganini Herrera
Minister of Foreign Affairs**

**For the Ministry of Maritime Affairs and
Insular Policy of the Hellenic Republic**

**Georgios Kotsiras
Deputy Minister of Foreign Affairs**