



Date: FEB 07 2020

STCW ADVISORY NO. 2020- 03

TO: ALL DOH-ACCREDITED MEDICAL CLINICS FOR SEAFARERS, MARITIME HIGHER EDUCATION INSTITUTIONS (MHEIS), MANNING/CREWING AGENCIES, SHIPPING COMPANIES, SHIPOWNERS, SEAFARERS AND ALL CONCERNED

SUBJECT: GUIDELINES ON THE IMPLEMENTATION OF MARINA INTEGRATED SEAFARERS' MANAGEMENT ONLINE (MISMO) SYSTEM RELATIVE TO MEDICAL FITNESS, EDUCATION AND SEA SERVICE

Notice is hereby given that as part of the Administration's intensified modernization initiatives to provide our seafarers with excellent services, this Authority has officially launched the MISMO System, an improved online appointment system for the application of theoretical examination, practical assessment, and issuance and revalidation of COP and COC/COE. This online system aims to implement and adopt the zero-contact policy pursuant to Section 7 of Republic Act No. 11032 otherwise known as "The Ease of Doing Business and Efficient Government Service Delivery Act of 2018" where seafarers would only go to MARINA on the date of release of the certificates. Further, it also aims to administer data-sharing among institutions/agencies and prescribes a set-up of one-stop digital platform to improve the catering of online transaction of seafarers, government agencies and other related stakeholders. Relative thereto, the following guidelines shall be adopted:

1. All DOH-accredited Medical Clinics for Seafarers, MHEIs, Manning/Crewing Agencies and Shipping Companies shall submit their **official e-mail address** to the Information, Communications and Technology Management Division (ICTMD) of STCW Office located at 6th Floor, MARINA Building, A. Bonifacio Drive corner 20th Street, Port Area, Manila, for registration and activation of MISMO Account;
2. The MARINA and the concerned institutions/agencies shall require and undertake to adopt and implement the MISMO System through a **Memorandum of Agreement (MOA)** to be submitted to the Legal Division of STCW Office using the pro-forma hereto attached as Annex A containing the obligations of both Parties with regard to the operations related to the MISMO System. Only those institutions/agencies with signed MOA and MISMO Account shall be authorized to use the MISMO System; and
3. The concerned institutions/agencies shall provide all information required by the Administration to be included in the MISMO System within the prescribed Standard Processing Time (SPT) as follows:



Institutions/Agencies	Records of Seafarer	SPT
DOH-accredited Medical Clinics	Medical fitness	Within one (1) working day after completion of medical examination
MHEI	Education records	Upon issuance of his/her Transcript of Records (TOR) with Special Order
Manning Agency or Shipping Company	Sea service	Within three (3) working days from disembarkation

Effective **15 March 2020**, only those records or information encoded into the MISMO System by the concerned institutions/agencies **with MISMO Account and Memorandum of Agreement** with MARINA shall be recognized and accepted to process applications for assessment of competence and issuance of corresponding STCW Certificates.

For guidance and strict compliance.

VADM NARCISO A VINGSON JR
 Officer-In-Charge
 Office of the Administrator

CERTIFICATION

This is to certify that STCW Advisory No. 2020- 03 was approved by the OIC Administrator on FEB 07 2020.


ATTY. EUSEBIA CADLUM-BOCO
 OIC Director, Legal Service



MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This **AGREEMENT** is hereby made and entered into this _____ day of _____ 2019 at the City of Manila, Philippines by and between:

The **MARITIME INDUSTRY AUTHORITY (MARINA)**, a government agency with principal address at the _____ represented herein by its Officer-In-Charge, Maritime Industry Authority, **VADM NARCISO A VINGSON JR**, hereinafter referred to as the **“FIRST PARTY”**;

- and -

The (State name of the concerned MHEI, Medical Clinics, MTL, Assessment Center, Manning Agency/Crewing Agency), a private institution, with principal office address at _____, represented herein by its President and Chief Executive Officer or Officer-in-charge or Authorized Representative, _____, hereinafter referred to as the **“SECOND PARTY”**.

The **MARINA** and the (State name of the concerned MHEI, Medical Clinics, MTL, Assessment Center) shall be collectively referred to herein as the **“PARTIES”**.

WITNESSETH, that:

WHEREAS, it is the policy of this administration to streamline and hasten the government processes in all government agencies;

WHEREAS, the **PARTIES** are one with the policy of the government to streamline governmental processes in the interest of public service;

WHEREAS, in line with aforesaid policy, it is necessary to adopt a **MARINA Integrated Seafarers Management Online (MISMO) System** to allow stakeholders and seafarers to schedule appointments and acquire valuable information online;

WHEREAS, in order to operate and provide detailed information in the MISMO System, MARINA needs valuable data and information from the “**SECOND PARTY**”;

WHEREAS, (State name of the concerned MTI, Assessment Center and Manning Agency Agency) is accredited by the MARINA as _____.

NOW, THEREFORE, for and in consideration of the foregoing and mutual covenants hereinafter contained, the PARTIES hereby agree as follows:

Section 1. Description of the Project. - The PARTIES hereby undertake to adopt and implement the MARINA Integrated Seafarers Management Online (MISMO) System to streamline governmental processes in the interest of public service,

Section 2. Obligation of MARINA – The MARINA hereby undertakes to fully implement the MISMO System to streamline governmental processes in the interest of public service.

Section 3. Obligation of (State name of the concerned MHEI, Medical Clinics, MTI, Assessment Center, Manning Agency/Crewing Agency) - The (State name of the concerned MHEI, Medical Clinics, MTI, Assessment Center, Manning Agency/Crewing Agency), hereby undertakes to provide ALL data and information that MARINA would require to be provided in the MISMO system.

Section 4. Non-Disclosure/Confidentiality of Information –

- a. The MARINA system, MISMO, its components, parts and all product samples and specifications, data, ideas, technology, and technical and non-technical materials, all or any of which may be derived from any of the foregoing (all of which, individually and collectively, referred to as “Proprietary Information”) are confidential and proprietary of MARINA. Hence, all the staff and employees of (State name of the concerned MHEI, Medical Clinics, MTI, Assessment Center, Manning Agency/Crewing Agency) shall **NOT DISCLOSE, TO THIRD PERSON OR ENTITY, ANY INFORMATION OR DOCUMENT** that they will obtain by reason of this contract.
- b. (State name of the concerned MHEI, Medical Clinics, MTI, Assessment Center, Manning Agency/Crewing Agency) agrees to hold the Proprietary Information in strict confidentiality ...(State name of the concerned MHEI, Medical Clinics, MTI, Assessment Center)... furthermore agrees NOT to reproduce, transcribe, or disclose the Proprietary Information to third parties without prior written approval of MARINA.

Section 5. Accountability -

- a. The submission or provision by (State name of the concerned MHEI, Medical Clinics, MTI, Assessment Center, Manning Agency/Crewing Agency) to the FIRST PARTY of incorrect, inaccurate, falsified or fraudulent information in the MISMO system will result in the **CANCELLATION/REVOCATION** of Accreditation with the MARINA or any certification/issuances issued by MARINA without prejudice to the filing of Administrative and/or Criminal case.
- b. The MISMO and all other MARINA account/system may be withdrawn by MARINA from (State name of the concerned MHEI, Medical Clinics, MTI, Assessment Center, Manning Agency/Crewing Agency) for failure to comply with the provisions in this undertaking.

Section 6. Dispute Settlement or Arbitration. - All disputes and controversies arising out of in connection with this Agreement, or for breach of any provision hereof, which cannot be solved by the herein contracting parties, shall be settled through Arbitration in accordance with PD 242 in relation to Section 66, Chapter XIV, Book V of the Administrative Code of 1987, in conjunction with Section 10, Chapter III, Book VII, of the same Code.

The venue of any legal action arising out of this Agreement shall be exclusively instituted at the proper court only in the City of Manila

Section 7. Amendments. - No amendment or modification of any of the terms and conditions of this Agreement shall be valid unless evidenced by a written Agreement executed by the parties' respective authorized representatives.

Section 8. Separability. - If any part of this Agreement is declared unenforceable or void, the rest of the Agreement shall nevertheless remain in full force and effect.

Section 9. Waiver. - No failure, omission or delay of any of the Parties in exercising any of its rights, privileges and remedies hereunder shall operate as a waiver thereof. No waiver or departure from the terms of this Agreement shall be valid unless made in writing and signed by the parties' authorized representative. Such waiver shall be effective only in the specific instance and for the purpose for which it is given.

Section 10. Assignment. - The benefit of this Agreement may not be assigned in whole or in part by a party without the prior written consent of the other.

Section 11. Binding Effect. - This Agreement shall be binding on the Parties and their respective successors-in-interest.

IN WITNESS WHEREOF, the Parties have hereunto set their hands this _____ day
of _____ 20____ at _____.

MARITIME INDUSTRY AUTHORITY

by

by

VADM NARCISO A VINGSON JR
Officer-In-Charge

Signed in the presence of:

Signed in the presence of:

ACKNOWLEDGMENT

Republic of the Philippines)
City of Manila) S.S.

BEFORE ME, a Notary Public for and in _____, this ____ day of _____, personally appeared:

NAME

**GOV'T. ISSUED I.D.
DATE/PLACE ISSUED**

VADM NARCISO A VINGSON JR

Expiry Date: _____
Issued at: _____

Expiry Date: _____
Issued at: _____

known to me to be the same officials who executed the foregoing instrument and they both acknowledged to me that the same is their free and voluntary act and deed and that of the government agencies they represent therein.

This instrument consisting of _____ pages including this page on which this acknowledgment is written and signed by Parties and their instrumental witnesses on the left-hand margin of each page thereof, refers to a Memorandum of Agreement executed for the purpose(s) therein set forth.

WITNESS MY SIGNATURE AND NOTARIAL SEAL on the date and place first above written.

NOTARY PUBLIC

Doc. No. _____
Page No. _____
Book No. _____
Series of 2019.