

No. 24459

**CYPRUS
and
PHILIPPINES**

**Agreement on merchant shipping. Signed at Nicosia on
7 September 1984**

Authentic text: English.

Registered by Cyprus on 19 November 1986.

**CHYPRE
et
PHILIPPINES**

**Accord relatif à la marine marchande. Signé à Nicosie le
7 septembre 1984**

Texte authentique : anglais.

Enregistré par Chypre le 17 novembre 1986.

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE REPUBLIC OF CYPRUS AND THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES ON MERCHANT SHIPPING

The Government of the Republic of Cyprus and the Government of the Republic of the Philippines hereinafter referred to as the “Contracting Parties”;

Desiring to strengthen the friendly relations between the two countries and to intensify their economic relations;

Aiming to develop and promote cooperation between the Republic of Cyprus and the Republic of the Philippines in the field of merchant shipping on a mutually advantageous basis in accordance with their respective needs and objectives for economic development;

Have agreed as follows:

Article 1. The Contracting Parties agree to cooperate on the basis of equal rights, mutual benefit and the principle of freedom of merchant shipping in order to develop the relations between the Republic of Cyprus and the Republic of the Philippines in the field of merchant shipping.

Article 2. For the purpose of this Agreement:

(a) The term “vessel” shall mean any merchant vessel registered in the territory and flying the national flag of either Contracting Party or used on a time charter basis by a shipping enterprise registered and operating under the laws and regulations and having its registered office in the territory of either Contracting Party.

This definition excludes warships, auxiliary warships, fishing vessels and other vessels destined or used for non-commercial purposes;

(b) The term “crew” shall mean all persons, including the Master, actually employed under contract for duties on board a vessel during a voyage and included in the crew list;

(c) The term “ports” of the Contracting Parties shall mean seaports, including roadsteads, in the territory of either Contracting Party which are approved and open to international shipping.

Article 3. The territories of the Contracting Parties to which the present Agreement applies are:

(a) On the part of Cyprus, the Republic of Cyprus and

(b) On the part of the Philippines, the Republic of the Philippines.

Article 4. (1) The Contracting Parties shall:

(a) Promote participation of their vessels in the transportation of goods between the Republic of Cyprus and the Republic of the Philippines;

(b) Cooperate in eliminating hindrances which may complicate merchant shipping between the ports of their respective territories;

¹ Came into force on 6 June 1985, i.e., 30 days after the date of receipt of the last of the notifications by which the Contracting Parties had informed each other of its ratification in conformity with their constitutional procedures, in accordance with article 22.

- (c) For the purpose of effectively utilizing mutually their vessels, support measures, as far as possible, for the transportation of goods to and from third countries;
- (d) Cooperate for the employment, improvement of conditions of work and for the welfare of their seamen employed on each other's vessels.

(2) The provisions of this Article shall not affect the right of vessels under the flag of a third State to participate in the transportation of goods between the territories of the Contracting Parties.

(3) Shipping enterprises registered and operating under the laws and regulations and having their registered office in the territory of either Contracting Party, may operate joint liner services as well as conclude mutual agreements on technical, organizational and commercial matters, subject to existing laws and regulations of the Contracting Parties.

Article 5. (1) The vessels of one Contracting Party and their crews and cargoes shall be subject to the same conditions as vessels, crews and cargoes of the most-favoured nation when entering into, sailing from or staying in the ports of the other Contracting Party.

- (2) The provisions of paragraph (1) shall apply in particular with respect to:
- (a) Fees, dues, and charges of any kind levied in the name or for account of public institutions or other organizations, as well as the mode of their levy;
 - (b) Mooring and unmooring, loading and unloading of vessels in the ports;
 - (c) Services of pilots and towage and the use of canals, locks, bridges, signals and fairway lightings;
 - (d) The use of cranes, weighbridges, warehouses, dockyards, docks and repair shops;
 - (e) Supply with fuel, lubricating oils, water and food;
 - (f) Medical and sanitary care.

Article 6. The Contracting Parties shall adopt, within the limits of their respective national laws and regulations, all appropriate measures to reduce, as far as possible, unnecessary delay of vessels in ports and to simplify, as far as possible, the carrying out of administrative, customs and sanitary formalities applicable in ports.

Article 7. (1) Each of the Contracting Parties shall recognise the nationality of vessels of the other Contracting Party on the basis of the documents on board those vessels issued by the competent authorities of the other Contracting Party in accordance with its national laws and regulations.

(2) Ships' documents on board vessels, including documents in relation to their crews, issued or recognised by the competent authorities of one Contracting Party shall be accepted by the other Contracting Party.

(3) Vessels of one Contracting Party in possession of duly issued tonnage certificates shall be exempt from remeasurement in the ports of the other Contracting Party.

Article 8. Vessels, crews, passengers and cargoes of one Contracting Party, while in the territorial waters of the other Contracting Party shall be subject to the respective national laws and regulations in force, especially to the rules

concerning traffic and safety, public order, frontier crossing, customs, foreign exchange, health, veterinary and phytosanitary controls.

Article 9. (1) Each of the Contracting Parties shall recognise the seamen's identity documents issued by the competent authority of the other Contracting Party. These seamen's identity documents are:

- (a) For nationals of the Republic of Cyprus the "Passport of the Republic of Cyprus" and the "Cyprus Seaman's Book".
- (b) For nationals of the Republic of the Philippines, the "Seaman's Record Book", or the "Philippine Passport".

(2) A seaman holding the appropriate seaman's identity documents specified in paragraph (1), shall, subject to the provisions of paragraph (1) of Article 11, be permitted, as the case may be,

- (a) To enter, without visa, the territory of either Contracting Party for temporary shore leave when the vessel, on which he is engaged as a member of the crew, is in a port of that Contracting Party;
- (b) To leave the territory of either Contracting Party upon the termination of his engagement on a vessel as a member of the crew, which has to be certified by a written declaration of the master, when this takes place in a port of either Contracting Party;
- (c) To enter, without visa, the territory of either Contracting Party for the purpose of joining a vessel as a member of the crew, provided that he is in possession of a written declaration signed and stamped by an authorized person of the shipping enterprise, or its agent, that he is to join a specified vessel at a specified port.

Article 10. (1) For the safe manning of the merchant vessels registered in their territories, with qualified personnel, shipowners of each Contracting Party may engage qualified nationals of the other Contracting Party. The terms of employment of such nationals on vessels registered in the other Contracting Party's territory shall be approved by the competent Authorities in consultation, where possible, with the national seafarers' unions or associations of the seamen's country and shall be stated on their contracts of employment. In this regard each Contracting Party shall exert its best efforts to ensure that these terms of employment are adhered to.

(2) Any disputes arising out of the respective contract of employment between a shipowner of the one Contracting Party and a seaman of the other Contracting Party shall be referred for settlement solely to the exclusive jurisdiction of the competent Courts or Authorities, as the case may be, in the country of the seaman's nationality where the contract of employment was signed and approved.

(3) For the purpose of enhancing the standards of training of their ships' officers and seamen, the Contracting Parties shall encourage, support and facilitate cooperation in the field of maritime training between the competent training institutions, organizations and agencies established and operating in their territories.

(4) The Contracting Parties shall take appropriate measures to provide apprenticeship training to graduates of maritime or nautical schools of the Contracting Parties.

Article 11. (1) Where no other provision is made in this Agreement, the national laws and regulations in force in the territory of each Contracting Party shall apply with regard to entry, stay and departure of crews of vessels of the Contracting Parties.

(2) The Contracting Parties reserve the right to deny entry into their respective territories to any holder of a seaman's identity documents, as defined in Article 9 paragraph (1), whom they consider undesirable.

Article 12. (1) Profits from the operation of a shipping enterprise, registered under the laws and regulations of either of the Contracting Parties, in international traffic, including profits derived from its participation in a pool, a joint business or in an international operation agency, shall be taxable only in the Contracting Party where the registered office of the enterprise is situated.

(2) Earnings of seamen or seafarers who are citizens of either Contracting Party shall be taxed in accordance with the national laws of the Contracting Parties.

Article 13. (1) Any foreign exchange remittance involved under this Agreement shall be subject to the foreign exchange rules and regulations of the Contracting Parties.

(2) Nationals of one Contracting Party shall at all times be accorded fair and equitable treatment and shall enjoy protection and security in the territory of the other Contracting Party.

(3) Each Contracting Party shall permit nationals who are members of the crew of a vessel of the other Contracting Party, the free transfer of their earnings, subject to the right of the former Contracting Party to impose equitably and in good faith such measures, as may be necessary, to safeguard the integrity and independence of its currency, its external financial position and balance of payments, consistent with its rights and obligations as a member of the International Monetary Fund.

Article 14. Shipping organizations and enterprises registered, operating and having their registered office in the territory of one Contracting Party, shall be entitled to establish permanent representation in the territory of the other Contracting Party, in accordance with the latter's laws and regulations.

Article 15. Each Contracting Party, in accordance with its laws and regulations, shall allow representatives of diplomatic and consular missions of the other Contracting Party, as well as representatives of shipping enterprises registered in the other Contracting Party, to enter its ports and board vessels, sailing under the flag or chartered by enterprises of the other Contracting Party, in order to perform duties related to the activities of these vessels and their crews.

Article 16. (1) If a vessel of one Contracting Party suffers shipwreck, runs aground, is cast ashore, or suffers any other accident 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 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 as in the case of a national vessel.

(2) The cargo, equipment, fittings, stores or other articles from a vessel which has suffered an accident referred to in paragraph (1) of this Article, shall not

be liable to customs duties or other taxes of any kind imposed upon or by reason of importation, provided that they are not delivered for use or consumption in the territory of the other Contracting Party.

(3) Nothing in the provisions of paragraph (2) of this Article shall be construed so as to preclude the application of the laws and regulations of the Contracting Parties with regard to the temporary storage of goods.

(4) Nothing in this Article shall prejudice any claim for salvage in respect of any help or assistance given to a vessel, and its cargo.

Article 17. Notwithstanding the provisions of this Agreement, vessels belonging to, operated or chartered by an enterprise registered and operating under the laws and regulations of one Contracting Party and having its registered office in its territory, shall not be chartered for or enter a port of the other Contracting Party which has been closed to international shipping by the latter Party.

Article 18. The provisions of this Agreement shall not affect the rights and obligations of the Contracting Parties arising out of international conventions on maritime law and shipping.

Article 19. For the purpose of reviewing the implementation of this Agreement and for consideration of any other shipping matters of mutual interest, a Joint Commission, composed of representatives of the Contracting Parties, may be set up. The Commission may be convened at the request of either Contracting Party.

Article 20. Any differences in the interpretation and/or application of this Agreement, will be settled through diplomatic channels. If deemed necessary by the Contracting Parties, the Joint Commission may be convened, as appropriate, to consider the matter and supplement the diplomatic procedure.

Article 21. For the purpose of implementing this Agreement, unless otherwise subsequently indicated by and duly communicated to either Contracting Party, the competent authorities of the two Contracting Parties are:

- In the case of the Republic of Cyprus, the Ministry of Communications and Works
- In the case of the Republic of the Philippines, the Ministry of Transportation and Communications through the Maritime Industry Authority.

Article 22. This Agreement shall enter into force thirty days after the receipt of the later notification signifying the ratification of the Agreement in accordance with the Constitutional procedures and/or national laws and regulations of each Contracting Party.

This Agreement shall remain valid and in force unless terminated by either Contracting Party by giving notice in writing of termination at least six months before the end of any calendar year. In each case, this Agreement shall cease to have effect from the end of the calendar year in which the notice of termination is given.

Article 23. Any alteration of, or amendment to this Agreement shall be agreed upon in writing between the Contracting Parties and shall enter into force following the same procedure as described in Article 22.

DONE in Nicosia this 7th day of September 1984 in two originals in the English language both texts being equally authentic.

For the Government
of the Republic of Cyprus:

[*Signed — Signé*]

GEORGE HADJIANASTASSIOU

For the Government
of the Republic of the Philippines:

[*Signed — Signé*]

VICTORINO A. BASCO