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AGREEMENT

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF SINGAPORE

AND

THE GOVERNMENT OF THE FEDERAL REPUBLIC OF GERMANY

ON MARITIME TRANSPORT

The Government of the Republic of Singapore and the Government of the Federal Republic of Germany,

DESIROUS of promoting the harmonious development of shipping relations between the Republic of Singapore and the Federal Republic of Germany which is founded upon their mutual interests and upon the freedom of foreign trade,

DESIROUS of encouraging, as best as possible, international co-operation in this field,

AWARE that bilateral exchange of goods should be accompanied by an effective exchange of services,

HAVING REGARD to the commitments of the Federal Republic of Germany arising from its capacity as a member state of the European Union, have agreed as follows:

Article 1

Definitions

For the purposes of this Agreement, unless the contrary intention appears from the context, the term:

1. “vessel of a Contracting Party” means any vessel which, in accordance with the legal provisions of the said Contracting Party, flies its flag and which, in accordance with its laws, is entered in a register. This term shall not include warships and fishing vessels. For the purpose of this Agreement, any vessel flying the flag of a third state but operated or employed by a shipping company of either Contracting Party, whether by way of a charter party or other legally acceptable forms of contract shall be deemed a “vessel of a Contracting Party”;

2. “shipping company of a Contracting Party” means a transport company employing sea-going vessels which has its domicile in the territory of that Contracting Party;

3. “member of the crew” means the master and any other person who during the voyage has to perform duties or services on board the vessel and whose name is listed in the vessel’s muster roll;

4. “competent shipping authority” means:

(a) in the Federal Republic of Germany, the Federal Ministry of Transport, Building and Housing and its subsidiary agencies;

(b) in the Republic of Singapore, the designated government agency or agencies responsible for administration of maritime trade and transport and its related functions;

5. “passengers” means those persons carried on board a vessel of either Contracting Party who are not employed or engaged in any capacity on board that vessel and whose names are included in the passenger list of that vessel;

6. “agreed services” includes participation in passenger and cargo services, and participation in shipping related services.

Article 2

International Commitments

This Agreement shall not affect the rights and commitments of the Contracting Parties arising from international conventions and agreements to which they are Parties.

Article 3

Freedom of transport; non-discrimination

(1) The vessels of either Contracting Party shall be entitled to sail between those ports of both Contracting Parties that are open to international trade, and to carry passengers and cargo between the territories of the Contracting Parties as well as between either of them and third states.

(2) Each Contracting Party shall abstain from any discriminatory measures against the vessels of the other Contracting Party in respect of the agreed services between the two countries and shall accord to the vessels of the other Contracting Party treatment no less favourable than that accorded to the vessels of third countries in respect of the agreed services between the two countries and between either country and a third country. The principles of non-discrimination, free competition and free choice of shipping company shall apply.

Article 4

Measures to facilitate maritime transport

Within the framework of their laws and port regulations, the Contracting Parties shall take all necessary measures in order to facilitate and promote maritime transport, to prevent unnecessary extension of lay times, and to expedite and simplify, wherever possible, the clearing of customs and other formalities to be observed in their ports as well as to facilitate the use of the existing installations for the disposal of wastes.

Article 5

Regulations applying in ports and territorial waters

Either Party, shall on the basis of reciprocity, grant the vessels of the other Contracting Party, when in its ports, territorial waters, and other waters under its jurisdiction, the same non-discriminatory treatment as it accords to them under Article 3 above. This shall apply to:

- access to ports;
- stay in ports and departure therefrom;
- use of the port facilities for goods and passenger transport; and
- collection of fees and port charges imposed by the Government.

Article 6

Representations

(1) Either Contracting Party shall, on the basis of reciprocity, grant the shipping companies of the other Contracting Party the right to establish in its territory subsidiary shipping and ancillary companies such as ship management, ship brokering and ship agencies.

(2) Shipping related enterprises of either Contracting Party may establish shipping related services such as logistics, trucking, warehousing and container freight stations in each other's country.

Article 7

Free transfer

Either Contracting Party shall grant the shipping companies of the other Contracting Party the right to use any receipts from shipping and shipping related services, realized in the territory of the first Contracting Party towards shipping-related payments. Alternatively, such receipts may be transferred abroad, freely and without any restriction in any convertible currency at the prevailing rate of exchange.

Article 8

Areas excluded from the scope of application of this agreement

This Agreement shall not affect the legal provisions in force of either Contracting Party concerning

- (a) the privilege of the national flag relating to national coastal navigation, salvage, towage, pilotage and hydrographic services, which are reserved for the Contracting Party's own shipping or other companies and for its own citizens. The sailing of a vessel of one Contracting Party between ports of the other Contracting Party for the purpose of unloading cargo and disembarking passengers taken on in a third country or loading goods or embarking passengers to be taken to a third country shall not be deemed to be coastal navigation;
- (b) vessels performing public-service functions; and
- (c) marine research activities.

Article 9

Compliance with the legal provisions

The vessels of either Contracting Party as well as the members of their crews and passengers shall be subject, during their stay in the territory of the other Contracting Party, to the latter's applicable laws and regulations.

Article 10

Reciprocal recognition of vessel's documents

(1) Documents which have been issued for a vessel of a Contracting Party, or which have been recognised by one Contracting Party, in accordance with relevant international agreements and which are carried on board such vessels shall also be recognised by the other Contracting Party.

(2) The Contracting Parties shall recognise the nationality of vessels on the basis of certificate of registry duly issued by the competent authorities of either Contracting Party whose flag the vessel flies.

(3) Vessels of either Contracting Party carrying a valid International Tonnage Certificate (1969) issued under the provisions of the International Convention on Tonnage Measurement of Ships, 1969, shall be exempt from further tonnage measurement in the ports of the other Contracting Party. The tonnage notation given in such Certificate shall be taken as the basis for calculating the amount of port charges, when tonnage is used as the criterion for such calculation.

Article 11

Travel documents of members of the crew

(1) Either Contracting Party shall recognise the travel documents issued by the competent authorities of the other Contracting Party and shall grant the holders of such documents the rights referred to in Article 12 below. Any identification document for seafarers introduced by either Contracting Party after the entry into force of this Agreement shall be recognised by the other Contracting Party through notification, provided it meets the applicable international requirements for recognition as a seaman's passport.

(2) The travel documents shall be, in respect of the Federal Republic of Germany, the passport or the seaman's book, and in respect of the Republic of Singapore, the International passport and Seaman's Identity Book.

(3) For members of the crew from third states, the travel documents shall be those issued by the competent third state authorities, provided such documents comply with the national regulations of the Contracting Party concerned governing recognition as a passport or document in lieu of passport.

Article 12

Entry, transit and stay of members of the crew

(1) Crew members of vessels of either Contracting Party shall be permitted to go ashore during the period of stay of their vessels in the ports of the other Contracting Party, in accordance with its applicable laws and regulations in the country of stay without having obtained a visa prior to entry. In such cases:

- a shore leave pass shall be required in the Federal Republic of Germany,
- a landing pass shall be required in the Republic of Singapore.

(2) Any member of the crew holding one of the travel documents specified in Article 11 above shall be allowed, after having been granted a permit to stay prior to entry (visa), to travel through the territory of the other Contracting Party

- for the purpose of repatriation;
- in order to go on board his vessel or any other vessel; or

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- for any other reason considered valid by the competent authorities of the other Contracting Party.

(3) The permit to stay prior to entry (visa) required in accordance with paragraph (2) above shall be issued as soon as possible.

(4) The competent authorities of either Contracting Party shall permit any member of the crew who is taken to a hospital in the territory of the Contracting Party concerned to stay as long as necessary for in-patient treatment.

(5) The Contracting Parties reserve the right to refuse undesirable persons entry into their respective territory, even if these persons hold one of the travel documents specified in Article 11 above.

(6) Either Contracting Party undertakes to take back, without formality, any person having entered the territory of the other Contracting Party provided that the person is the rightful holder of one of the travel documents specified in Article 11(1) above and issued by the first Contracting Party.

(7) The staff of the diplomatic missions and consular posts of either Contracting Party and the members of the crew of the vessels of that Contracting Party shall be entitled, while complying with the relevant laws and regulations in force in the country of stay, to contact one another or to meet.

(8) Notwithstanding the provisions of paragraphs (1) to (7) above, the regulations of the Contracting Parties governing the entry, stay and departure of foreigners shall remain unaffected.

Article 13

Incidents at sea

(1) If a vessel of either Contracting Party is shipwrecked, suffers average, runs aground or gets otherwise into distress while in the territorial waters of the other Contracting Party, the authorities of the latter Contracting Party shall render the members of the crew and the passengers as well as the vessel and her cargo all possible assistance. The incidents referred to in the first sentence shall be investigated in accordance with the national law of the Contracting Party in which the incident occurred, and the appropriate authorities of the other Contracting Party shall be notified as soon as possible.

(2) Whenever in the event of a maritime casualty within the meaning of the preceding paragraph, the cargo or other properties discharged or rescued from the vessel involved needs to be temporarily stored in the territory of the other Contracting Party, the latter shall endeavour to provide, wherever possible, the necessary facilities. Such cargo and properties shall be exempt from all taxes, insofar as it is not released for consumption or used in the territory of that Contracting Party, in accordance with its prevailing laws and regulations.

Article 14

Consultations

(1) In order to ensure the effective application of this Agreement, a Joint Maritime Committee shall be established consisting of representatives of the competent maritime authorities and the experts designated by the Contracting Parties.

(2) The Committee established under this Article shall meet to discuss such issues at such dates and places to be mutually agreed upon.

Article 15

Co-operation

The Contracting Parties agree to co-operate with each other in the field of shipping and shipping ancillary services and also encourage shipping companies and maritime institutions in either country to seek and develop forms of co-operation. Such co-operation shall, in particular, extend to:

- (a) technical matters and the training of specialists;
- (b) promotion of bilateral shipping and trade between their two countries for their mutual benefit;
- (c) expeditious processing of applications made by the nationals and companies of the other Contracting Party for the setting up of shipping and shipping ancillary companies in its territory;
- (d) promotion of the understanding of each other's laws that pertain to or affect maritime transport and make such laws readily accessible; and
- (e) assistance to each other to find solutions to any problems arising therefrom.

Article 16

Protection of national security and public health

The provisions of this Agreement shall not limit the right of either Contracting Party to take measures for the protection of its national security and public health or for the prevention of disease and pests in animals and plants.

Article 17

Dispute Settlement

(1) The Contracting Parties shall endeavour to settle any disputes arising out of or in connection with this Agreement by consultations and negotiations amicably through their competent authorities.

(2) Any dispute which cannot be settled between shipping enterprises and/or shipping related enterprises of the Contracting Parties shall be resolved through means available under the laws of the Contracting Parties including arbitration, mediation or other alternate dispute resolution process.

Article 18

Entry into Force

This Agreement shall enter into force on the date on which the Contracting Parties have notified each other that the national requirements for such entry into force have been fulfilled. The date on which the last notification is received shall be deemed to be the date of entry into force.

Article 19

Duration, amendment and termination

(1) This Agreement shall be concluded for an unlimited period.

(2) This Agreement may be amended by the agreement of both Contracting Parties. If either Contracting Party considers it desirable to modify the terms of this Agreement, such modifications may be proposed by an exchange of notes through the diplomatic channels.

(3) This Agreement may be terminated by either Contracting Party by giving to the other Contracting Party six months' written notice.

Done at Berlin on 15 June 2000 in two originals each in the German and English languages, both texts being equally authentic.

For the Government of the
Republic of Singapore

For the Government of the
Federal Republic of Germany