



**AGREEMENT**  
**BETWEEN**  
**THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES**  
**THROUGH**  
**THE SECRETARIAT OF THE INTER-AMERICAN COMMITTEE ON PORTS**  
**AND**  
**THE PORT OF LE HAVRE AUTHORITY**  
**AND**  
**SOGET S.A.**  
**FOR**  
**THE ESTABLISHMENT OF A TECHNICAL COOPERATION PROGRAM**

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**THE SECRETARIAT OF THE INTER-AMERICAN COMMITTEE ON PORTS**  
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**SOGET S.A.**  
**FOR**  
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**THE PARTIES TO THIS AGREEMENT**, the General Secretariat of the Organization of American States (hereinafter "SG/OAS"), a public international organization, with headquarters at 1889 F Street, N.W., Washington, D.C. 20006, through the Secretariat of the Inter-American Committee on Ports (hereinafter "CIP"), represented by Mr. Carlos M. Gallegos, Secretary of the CIP, and the Port of Le Havre Authority, with headquarters at Terre-plein de la Barre, 7606 Le Havre Cedex, France, represented by Mr. Jean-Pierre Lecomte, Chief Executive Officer and SOGET S.A., with headquarters at CHCI Quai George V, 76085 Le Havre Cedex, France represented by Mr. Jacques Ritt, Chief Executive Officer.

**CONSIDERING:**

That the CIP is an Inter-American Committee of the Inter-American Council for Integral Development (hereinafter "CIDI") of the Organization of American States (hereinafter "OAS") established pursuant to OAS General Assembly resolution AG/RES. 1573 (XXVIII-O/98), in accordance with Articles 93 and 77 of the OAS Charter and Articles 5 and 15 of the Statutes of CIDI;

That the purpose of the CIP is to serve as a permanent inter-American forum of the member states of the OAS, for the strengthening of hemispheric cooperation in the area of port sector development, with the active participation and collaboration of the private sector;

That the implementation of training programs and technical training is a priority area for the CIP;

That the Port of Le Havre Authority, the leading French port for foreign trade, wishes to strengthen its relations with the ports of the member states of the Organization of American States;

That SOGET S.A., a joint venture of the Port of Le Havre Authority and the Port of Le Havre community, whose mission is to enable port authorities to facilitate and ensure the international logistical chain, wishes to strengthen its relations with the ports of the member states of the Organization of American States;

That SG/OAS, in accordance with the provisions of Article 107 of the Charter of the Organization of the American States, is the central and permanent organ of the OAS, and has the authority to establish relations of cooperation under Article 112.h of the Charter and resolution AG/RES. 57 (I-O/71) of its General Assembly; and

That efforts must be joined to strengthen relations of technical cooperation between SG/OAS and the Port of Le Havre Authority and SOGET S.A.,

**HAVE AGREED** to enter into the following Agreement:

## **ARTICLE I PURPOSE**

1.1. The purpose of this Agreement is to establish a regulatory framework for the development of a technical cooperation program (hereinafter the "Program") for the execution of projects and activities intended to promote the exchange of experiences, expertise, and practices and to commence joint efforts to promote, implement, and consolidate port development.

## **ARTICLE II PROGRAM AREAS**

2.1. Program implementation may include the following areas:

- a. Coordination of efforts regarding matters of maritime trade, port security, port administration, port investment, the international logistical chain, security of the international logistical chain, port training and logistics, customs cooperation, and the implementation of agreements;
- b. Development of a joint training program in keeping with the spirit of this Agreement;
- c. Promotion of the launch of studies or surveys that may be of assistance to governments and ports;
- d. Identification of opportunities for mutual assistance in conferences, seminars, training, and technical committees, among others, thus promoting a better understanding of the shared principles set forth in this Agreement;
- e. Announcement of individual events via the portals of each Party;
- f. Sharing of the outcomes of research and publications to strengthen information exchange.

**ARTICLE III  
EXECUTION OF PROJECTS AND PROGRAM ACTIVITIES**

3.1. For the execution of Program projects and activities, the Parties shall enter into supplementary agreements or memoranda of understanding in accordance with the terms and conditions of this Agreement. Each supplementary agreement or memorandum of understanding shall be signed by duly authorized representatives of the Parties and shall specify in detail the following aspects, among others:

- a. Name of project and/or activity agreed;
- b. Specification of the objectives sought;
- c. Description of the work plan: phases, planning, and implementation schedule;
- d. Budget and human and materials resources required by the project and/or activity, specifying the financial responsibilities and contributions of each Party (indicating their nature and amount), the contribution schedule, and, if applicable, ownership of such material resources as may be procured;
- e. A provision related to the coordination, notifications, and monitoring of the project and/or activity; and
- f. A provision recognizing this Agreement as the programmatic and legal framework of the project or activity.

**ARTICLE IV  
PROGRAM COORDINATION**

4.1. The Parties, through their respective Coordinators indicated in Article VI hereof, shall establish an annual work plan defining the projects and activities to be carried out in the corresponding year. Said projects and activities shall be evaluated periodically.

**ARTICLE V  
FINANCIAL PROVISION**

5.1. Without prejudice to such provisions as the Parties may include in supplementary agreements and/or memoranda of understanding concluded by virtue of this Agreement for the joint execution of projects and/or activities, this Agreement in and of itself shall not imply for the Parties obligations of a financial nature.

**ARTICLE VI  
COORDINATION AND NOTIFICATIONS**

6.1. The area within SG/OAS with responsibility for the coordination of the activities of SG/OAS under this Agreement shall be the Secretariat of the CIP, whose

Coordinator is Mr. Carlos M. Gallegos, Secretary of the CIP. Notifications and communications shall be sent to said Coordinator at the following address, fax number, and e-mail address:

OAS General Secretariat  
Mr. Carlos M. Gallegos  
Secretary of the Inter-American Committee on Ports  
1889 F Street N.W.  
Washington, D.C. 20006  
United States of America  
Telephone: + (1) (202) 458-3871  
Fax: + (1) (202) 458-3517  
E-mail: cgallegos@oas.org

6.2. The area of the Port of Le Havre Authority with responsibility for the coordination of its activities under this Agreement is its Technical Office, whose Coordinator is Mrs. Annie GRUCHY. Notifications and communications shall be sent to said Coordinator at the following address, fax number, and e-mail address:

Mrs. Annie GRUCHY  
Delegate for International Cooperation and Training  
Port of Le Havre Authority  
Terre-plein de la Barre  
76067 Le Havre Cedex  
France  
Telephone: + (33) 232.74.73.49  
Fax: + (33) 232.74.73.47  
E-mail: annie.grunchy@havre-port.fr

6.3. The area of SOGET S.A. with responsibility for the coordination of its activities under this Agreement is the Office of the Chief Executive Officer, whose Coordinator is Mr. Pascal Ollivier, Adviser on International Affairs to the Chief Executive Officer. Notifications and communications shall be sent to said Coordinator at the following address, fax number, and e-mail address:

Mr. Pascal Ollivier  
Adviser to the Chief Executive Officer  
CHCI Quai George V  
76085 Le Havre Cedex  
France  
Telephone: + 33 .235.19.2554  
Fax: + 33. 235.19.02.93  
E-mail: pascal.ollivier@soget.fr

6.4. All communications and notifications issued under this Agreement shall be valid only when forwarded by post, facsimile, or e-mail to the Coordinators at the addresses indicated in Articles 6.1 and 6.2 hereof. Communications and notifications transmitted by e-

mail shall be valid provided they are sent directly from the e-mail address of the Coordinator or one of the Parties to the e-mail address of the Coordinator of the other.

6.5. Either of the Parties may change its area with responsibility for coordination, the designated Coordinator, and/or the address, telephone or fax number or e-mail address indicated, so notifying the other Party in writing.

## **ARTICLE VII PRIVILEGES AND IMMUNITIES**

7.1. No provision of this Agreement shall be construed as to waive expressly or implicitly the privileges and immunities of the OAS, its organs, their personnel, and/or their property and assets under the OAS Charter, the relevant agreements and laws on privileges and immunities, and/or the principles and practices of international law.

## **ARTICLE VIII DISPUTE RESOLUTION**

8.1. All disputes arising in connection with the implementation or interpretation of this Agreement or its supplementary agreements or memoranda of understanding under Article 3.1 shall be resolved through direct negotiation between the Parties. Should a solution not be reached that is satisfactory to both, they shall submit their differences to the arbitration procedure determined by mutual agreement. Arbitration decisions shall be final, definitive, and binding.

## **ARTICLE IX GENERAL PROVISIONS**

9.1. This Agreement may be amended only by the mutual agreement of the Parties set forth in writing by their duly authorized representatives. The instruments containing the amendments shall be attached hereto as annexes and shall become integral parts hereof.

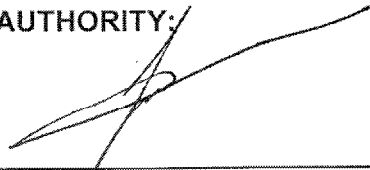
9.2. This Agreement shall come into force as of its date of signature by the duly authorized representatives of the Parties and shall remain in force in accordance with the provisions of Article 9.3 hereof.

9.3. This Agreement may be terminated by mutual agreement of the Parties or may be deemed terminated by either of the Parties by giving at least 30 days advance written notification to the other. However, termination of this Agreement shall not affect such supplementary agreements and/or memoranda of understanding as the Parties may have concluded for the implementation of projects and/or activities under Article 3.1 that have been duly financed, which shall continue for their life unless the Parties otherwise decide.

9.4. Articles VII and VIII shall remain in force beyond the expiration or termination of this Agreement.

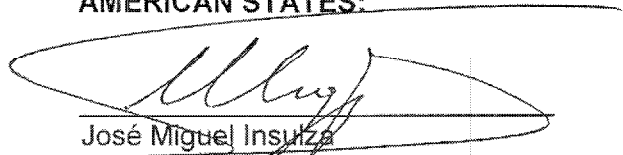
IN WITNESS WHEREOF, the representatives of the Parties duly authorized for said purpose sign this Agreement in two equally valid originals at the places and on the dates indicated below:

FOR THE PORT OF  
LE HAVRE AUTHORITY:



Jean-Pierre Lecomte  
Chairman of Board of Directors

FOR THE GENERAL SECRETARIAT  
OF THE ORGANIZATION OF  
AMERICAN STATES:



José Miguel Insuiza  
Secretary General  
Organization of American States

Place:

Place:

Date:

Date:

FOR SOGET S.A.:



Jacques Ritt  
Chief Executive Officer

Place:

Date:



**AGREEMENT BETWEEN THE GENERAL SECRETARIAT OF THE  
ORGANIZATION OF AMERICAN STATES THROUGH THE INTER-AMERICAN  
COMMITTEE ON PORTS AND THE PORT OF LE HAVRE AUTHORITY AND SOGET  
S.A. FOR THE ESTABLISHMENT OF A TECHNICAL COOPERATION PROGRAM**

**WORK PLAN 2009**

**I. Background**

Within the Agreement for a Technical Cooperation Program between the Port of Le Havre Authority and SOGET S.A. (hereinafter referred to as "Le Havre/SOGET"), and the General Secretariat of the Organization of American States, through the Inter-American Committee on Ports (hereinafter referred to as "CIP/OAS"), the Parties identify four areas of cooperation: training, technical cooperation, events cooperation and exchange of information.

Based on these areas of priority, the Parties agree on the following Work Plan for the year 2009.

**II. Training**

1. Le Havre/SOGET will explore the possibility of providing fellowships to already established training courses on port and logistics issues in France for Latin American and Caribbean students.
2. The CIP/OAS will collaborate by identifying training activities in Latin America and the Caribbean that are in the interest of Le Havre/SOGET and whom will actively participate in these activities.
3. All parties will study the feasibility of establishing a specific and regular CIP/OAS- Le Havre/SOGET port course project.
4. Le Havre/SOGET can collaborate with CIP/OAS, by providing experts in the training activities to be held in Latin America, under cooperative conditions and on terms to be agreed upon.

**III. Technical Assistance**

1. *Tenth Meeting of the Executive Board of the CIP:* Le Havre/SOGET can provide assistance in developing the agenda, sending speakers and collaborating in the promotion and development of the meeting.
2. *Meetings of the Technical Advisory Group (TAG) on Logistics and Competitiveness:* Le Havre/SOGET can become members of this TAG and take part in TAG meetings.
3. *First Inter-American Conference on Port Logistics and Competitiveness.* Le Havre/SOGET will provide assistance in developing the conference agenda, sending speakers and collaborating in the promotion and development of the Conference.



4. All Parties will explore the possibility of supporting the development of the ports of Haiti.

#### IV. Events Cooperation

1. The CIP/OAS and the Le Havre/SOGET will coordinate event schedules to encourage maximum participation on the part of members of the Parties and explore opportunities for joint programming. Specifically, this includes allowing free of charge, up to two (2) representatives as observers of the other party's highest managerial meetings of Le Havre/SOGET, or the CIP/OAS, in accordance with its internal rules and regulations. These representatives shall be high officials of these parties, such as Secretary General, Executive Secretary, Chair of the Board, Executive Officer, or Chief.
2. Furthermore events cooperation includes: Mutual announcement of each Party's, events, creating mutual links on each Party's websites, encouraging events cross-promotional opportunities such as providing financial assistance for CIP/OAS events, sponsoring coffees, lunches, or receptions at CIP/OAS events, in addition to presentations, brochures, poster sessions, and video presentations.
3. Upcoming events which are likely to see such cooperation are:
  - Tenth Meeting of the Executive Board of the CIP, Buenos Aires, Argentina, March 23-27, 2009.
  - Third Hemispheric Conference on the Environment, Foz de Iguacu, Brazil, June 2-5, 2009.
  - Sixth Meeting of the CIP, San Salvador, El Salvador, September 2009.
  - Eleventh Meeting of the Executive Board of the CIP, Panama City, Panama, December 2009.

#### V. Exchange of Information

1. Le Havre/SOGET can provide the CIP/OAS with information on the Port of Le Havre to promote the port and inform the hemisphere on its news and development (i.e. promote the port in the newsletter and website).
2. Le Havre/SOGET can share academic research with the CIP/OAS on topics of interest such as, the study being conducted between SEFACIL Institute, a joint venture of SOGET S.A., Port of Le Havre, IPER and University of le Havre and the World Customs Organization (WCO) on 100% scanning. In this regards, the CIP/OAS can report on this project to Member States and promote it within the region. The project delivery will count with the support of the WCO.
3. CIP/OAS will promote within the region the Tool Kit of Port Performance project promoted by Le Havre/SOGET.

Washington, D.C. September 19, 2008