

## **Acuerdos Bilaterales**

**Clasificación:** 286-2008

**Fecha-de Ingreso:** 14 de noviembre de 2008

**Nombre de Acuerdo:** Cooperation Agreement between the General Secretariat of the Organization of American States through the Secretariat of the Inter-American Committee on Ports and the Port Management Association OF THE Caribbean for the establishment of a Program of Technical Cooperation.

**Partes:** SG/OAS & PMAC

**Referencia:** PMAC-BARBADOS

**Fecha de Firma:** 19, de junio de 2008

**Fecha de Inicio:**

**Fecha de Terminación:**

**Lugar de Firma:**

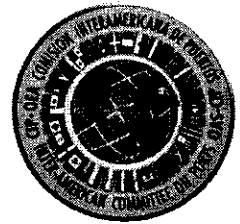
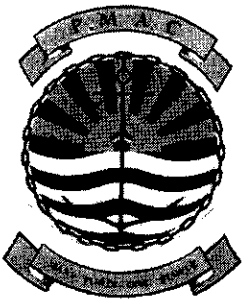
**Unidad Encargada:**

**Persona Encargada:**

**Original:**

**Claves:**

**Cierre del proceso:**



**COOPERATION AGREEMENT**  
**BETWEEN**  
**THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES**  
**THROUGH**  
**THE SECRETARIAT OF THE INTER-AMERICAN COMMITTEE ON PORTS**  
**AND**  
**THE PORT MANAGEMENT ASSOCIATION OF THE CARIBBEAN**  
**FOR**  
**THE ESTABLISHMENT OF A PROGRAM OF TECHNICAL COOPERATION**

**THE PARTIES**, the General Secretariat of the Organization of American States ("GS/OAS"), international organization of public character, based at 1889 F Street, N.W., Washington, D.C. 20006, through the Secretariat of the Inter-American Committee on Ports ("CIP"), represented by Carlos M. Gallegos, Secretary of CIP, and the Port Management Association of the Caribbean ("PMAC"), based at P.O. Box 929 G.P.O., Bridgetown, Barbados, represented by Everton G. Walters, Chairman of the PMAC;

**CONSIDERING:**

That the CIP is an Inter-American Committee of the Inter-American Council for the Integral Development ("CIDI") of the Organization of the American States ("OAS"), according to the articles 93 and 77 of the Charter of the OAS and Articles 5 and 15 of the Statute of CIDI;

That the CIP has as its purpose to serve as a permanent inter-American forum of Member States of the OAS to strengthen hemispheric cooperation in the area of port sector development, with the active participation and collaboration of the private sector;

That the PMAC has as its purpose to serve as a forum of Member Ports to foster improved efficiency and enhanced quality of service for the mutual benefit of Caribbean ports and their stakeholders, through sharing experiences, training, information and ideas;

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That the GS/OAS, conforming to Article 107 of the Charter of the Organization of American States, is the central and permanent organ of the OAS and has the faculty to establish and strengthen relations of cooperation conforming to Article 112 (h) of the Charter and with the Resolution AG/RES.57 (I-O/71) of its General Assembly; and

That it is necessary to join efforts to strengthen the relations of technical cooperation between GS/OAS and PMAC;

**HAVE AGREED:**

## **ARTICLE I PURPOSE**

1.1 The purpose of this Agreement is to establish a regulatory framework regarding the development of a Program of Technical Cooperation ("the Program") for the execution of projects and activities to strengthen the exchange of experiences, knowledge and practices and to initiate common work for the promotion, development and unification of port development.

## **ARTICLE II AREAS OF THE PROGRAM**

- 2.1 In implementing the Program, the Parties intend to:
- a. Coordinate efforts on issues of common concern such as maritime trade, port security, port administration, port investments and application of agreements;
  - b. Establish cooperative working relationships between technical committees with common interests, using mutual representation as appropriate;
  - c. Initiate hemispheric studies, investigations, and surveys that can assist ports in both organizations;
  - d. Identify on-going opportunities for the Parties to collaborate in mutual conferences, seminars, training, technical committees, etc., to promote wider understanding and adoption of the shared principles expressed in this Agreement;
  - e. Coordinate event schedules to encourage maximum participation on the part of members of the two organizations and explore opportunities for joint programming;
  - f. Announce the events of each Party and create mutual links to each Party's website;

- g. At events provide the possibility for other organizations to promote themselves and their programs through, e.g. presentations, brochures, poster sessions, video presentations and other promotional means.

### **ARTICLE III**

#### **IMPLEMENTATION OF PROJECTS AND ACTIVITIES OF THE PROGRAM**

3.1 For the execution of the projects and activities of the Program, the Parties shall enter into supplementary agreements or memorandums of understanding under the terms of this Agreement. Each supplementary agreement or memorandum of understanding shall be signed by the duly authorized representatives of the Parties, and shall contain for the subject project and/or activities:

- a. A detailed description project and/or activities;
- b. The detailed statement of the purposes and objectives;
- c. The work plan: phases, planning and chronology of development, with a chronogram attached;
- d. A budget attached, specifying the human resources and materials that the project and/or activity require and the amounts allocated to each of them; the sources of financing, including the contribution amounts to be provided by each party (in kind and/or cash); and a calendar specifying when contributions are due;
- e. Description of the coordination and oversight mechanism; identification of the Parties authorized to receive and give notice as well as the method by which notice must be given;
- f. Text in the recitals identifying the project and/or activities as part of the Program within the framework of this Agreement;
- g. Provisions for dispute resolution within the context of any privileges and immunities enjoyed by the contracting parties.

### **ARTICLE IV**

#### **COORDINATION OF THE PROGRAM**

4.1 The Parties, through their respective Coordinators, as indicated in Article VI of this Agreement, shall create an annual Work Plan which shall establish the projects and activities to be carried out during each year. The projects and activities shall be evaluated periodically.

## **ARTICLE V FINANCIAL DISPOSITION**

5.1 This Agreement, by itself, does not imply any financial obligations from the Parties; however, by way of the supplementary agreements and/or memorandums of understanding described in Article III above, the Parties may undertake binding financial obligations.

## **ARTICLE VI COORDINATION AND NOTIFICATION**

6.1 The entity within the GS/OAS responsible for coordinating the activities of the GS/OAS under this Agreement is the CIP Secretariat and the coordinator is Mr. Carlos Gallegos, Secretary of CIP. All notices and communication should be sent to him at the following address, fax and email:

General Secretariat of the OAS  
Mr. Carlos M. Gallegos  
Executive Secretary of the Inter-American Committee on Ports  
1889 F Street, N.W.  
Washington, D.C. 20006  
United States  
Tel.: (1-202) 458-3871  
Fax: (1-202) 458-3517  
Email: [CGallegos@oas.org](mailto:CGallegos@oas.org)

6.2 The entity within the PMAC responsible for coordinating the activities of the PMAC under this Agreement is the Secretariat of the PMAC, and the coordinator is Mr. Glenn Roach, Executive Secretary. All notices and communication should be sent to him at the following address, fax and email:

Mr. Glenn F.R. Roach  
Executive Secretary of the Port Management Association of the Caribbean  
P.O. Box 929 G.P.O.  
Bridgetown  
Barbados  
Tel: (246) 434-6505  
Fax: (246) 430-1450  
Email: [caribbeanports@hotmail.com](mailto:caribbeanports@hotmail.com)

6.3 Any communication or notification required under this Agreement shall be effective only if sent by regular mail, fax or email and addressed to the coordinators at the addresses mentioned in the article 6.1 and 6.2 above. Communication and notification sent through email shall be effective only if sent from the email of the coordinator of one of the Parties to the email of the coordinator of the other.

6.4 Each Party may change the entity responsible, the Coordinator designated, the address, phone number, fax or email indicated, by notifying the other Party in accordance with this Article.

## **ARTICLE VII PRIVILEGES AND IMMUNITIES**

7.1 Nothing in this Agreement constitutes an express or implied waiver of the privileges and immunities of the Parties, their entities, and their personnel.

## **ARTICLE VIII DISPUTE RESOLUTION**

8.1 The Parties shall seek to resolve any dispute arising under this Agreement by way of discussions between them. If those discussions are unsuccessful, then either Party may submit the matter for binding arbitration in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law ("UNCITRAL"). The arbitration shall be held at a place reasonably convenient to both Parties or as they may otherwise agree, and the arbitrators may decide the matter as *amiable copositeur* or *ex aequo et bono*. The language shall be English.

## **ARTICLE IX GENERAL TERMS AND CONDITIONS**

9.1 To be valid and binding, any alterations, variations, modifications, extensions or waivers of provisions of this Agreement must be signed by signed by the authorized representatives of both Parties, and attached to the original of this Agreement.

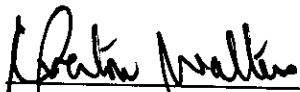
9.2 This Agreement shall enter into force once it is signed by the authorized representatives of both Parties.

9.3 The Parties may terminate this Agreement by mutual agreement at any time. Either Party may terminate this Agreement with thirty days' advanced written notice to the other. Notwithstanding the termination of this Agreement, any supplementary agreements or memorandums of understanding entered into hereunder shall remain in force, unless the Parties otherwise agree and provided that they are adequately funded.

9.4 Articles VII and VIII shall survive the termination of this Agreement.

**SIGNED** in duplicate originals by the duly authorized representatives of the Parties on the dates and at the places stated below.

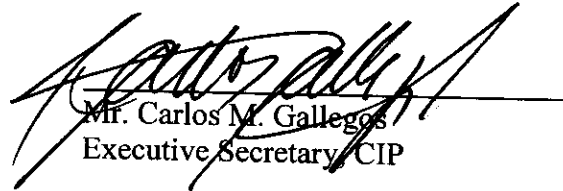
**FOR PMAC**



Mr. Everton G. Walters  
Chairman, PMAC

Date: *June 19, 2008*  
Location: *Antigua and Barbuda*

**FOR GS/OAS**



Mr. Carlos M. Gallegos  
Executive Secretary, CIP

Date: *June 19, 2008*  
Location: *Antigua and Barbuda*