

## BILATERAL AGREEMENT

Classification: 14-2018

Entry Date: 03/12/18

Name of Agreement: Memorandum Of Understanding Between the General Secretariat Of The Organization of American States And TGM Fleet And Consulting Services

Subject: This Memorandum of Understanding (hereinafter referred to as this "MOU") establishes a framework for cooperation that enhances joint synergies for the implementation of mutually beneficial programs, projects and activities designed to promote the exchange of experience, expertise, knowledge and best practices for port development in the Americas.

Parties involved: GS/ TGM Fleet And Consulting Services

Reference: TGM Fleet And Consulting Services

Signature Date: February 01, 2018

Start Date:

End Date:

Place of Signature: Washington, DC

Unit in Charge: Secretariat of the Inter-American Committee on Ports

Person in Charge:

Original:

Key points:

Closure of proceedings:

Additional notes:



Organization of  
American States

More rights  
for more people



Comision Interamericana de  
Puertos



**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES**

**THROUGH**

**THE SECRETARIAT OF THE INTER-AMERICAN COMMITTEE ON PORTS**

**AND**

**TGM FLEET & CONSULTING SERVICES**

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES**  
**THROUGH**  
**THE SECRETARIAT OF THE INTER-AMERICAN COMMITTEE ON PORTS**  
**AND**  
**TGM FLEET & CONSULTING SERVICES**

**THE PARTIES TO THIS MEMORANDUM OF UNDERSTANDING**, the General Secretariat of the Organization of American States (hereinafter referred to as "GS/OAS"), a public international organization, with headquarters at 1889 F Street, N.W., Washington, D.C. 20006, represented by the Executive Secretary for Integral Development, Kim Osborne, through the OAS Secretariat of the Inter-American Committee on Ports (hereinafter referred to as "GS/OAS/CIP"), and TGM FLEET & CONSULTING SERVICES, based at Marie-Curie-Strasse 1, 26129 Oldenburg/Wechloy, Germany represented by its CEO, Mr. Albert Gerkens,

**CONSIDERING:**

That the Inter-American Committee on Ports (OAS/CIP) has as its purpose to serve as a permanent Inter-American and Inter-Governmental forum for the Member States of the Organization of American States (hereinafter referred to as "OAS"), for the strengthening of hemispheric development and cooperation in the port sector, with the active participation and collaboration of the private sector and civil society organizations;

That TGM FLEET & CONSULTING SERVICES is a company based in Hamburg, Dubai, Tianjin, Panama, Miami and Mexico City that offers the first Global Maritime Waste Management and Carbon Footprint Reduction Program in a network of 200 ports in 56 countries, and has more than 80 years of combined experience in maritime waste management and marine sustainability practices on board and on shore;

That the GS/OAS is the central and permanent organ of the OAS and is authorized to establish and strengthen relations of cooperation in accordance with article 112 (h) of the OAS Charter and with OAS General Assembly Resolution AG/RES.57 (I-O/71); and

That is necessary to join efforts to strengthen relations of technical cooperation between the GS/OAS and TGM FLEET & CONSULTING SERVICES to promote integral development in the port sector with a specific focus on the protection of the marine environment,

**HAVE AGREED:**

**ARTICLE I**  
**PURPOSE**

1.1 This Memorandum of Understanding (hereinafter referred to as this "MOU") establishes a framework for cooperation that enhances joint synergies for the implementation of mutually beneficial

programs, projects and activities designed to promote the exchange of experiences, expertise, knowledge and best practices for port development in the Americas.

## **ARTICLE II AREAS OF INTEREST**

2.1 Subject to the availability of resources and to its respective internal rules of procedure, both Parties can greatly increase the force and effectiveness of their efforts by working together in such key matters as:

- 2.1.1 Marine environment protection and preservation, through exchanging technical expertise, best practices and information to make port facilities more efficient, secure, environmentally sustainable, innovative and competitive;
- 2.1.2 Cooperating with government agencies, international organizations and private initiatives on the implementation of programs, projects and activities aimed at strengthening port logistics development; and
- 2.1.3 Encouraging appropriate professional and personnel improvement to achieve optimal port performance, including technical training, scholarships, student exchange or any other capacity building mechanism.

## **ARTICLE III INTERNATIONAL COLLABORATION, TECHNICAL COOPERATION AND TRAINING, AND EXCHANGE OF INFORMATION**

3.1 Subject to the availability of resources and to its respective internal rules of procedure, the Parties agree to:

### International Collaboration

- 3.1.1 Coordinate efforts on international issues of common concern;

### Technical Cooperation

- 3.1.2 Establish cooperative working relationships on topics of common interest;

### Technical Training and Advisory

- 3.1.3 In accordance with the norms of the respective organs of the OAS, identify on-going opportunities for both Parties to collaborate in each other's conferences, seminars, forums, programs, trainings, meetings of OAS/CIP, technical advisory groups, and others events, in order to promote a wider understanding and adoption of the shared principles expressed in this MOU;
- 3.1.4 Mutual announcement of each Party's events on each other's website as appropriate;

### Exchange of Information

- 3.1.5 To the extent that confidentiality restrictions permit and the financial resources of the GS/OAS allow, exchange technical information on port development, including publications and articles authored by the other Party in order to make them available to the OAS member states;
- 3.1.6 Disseminate information referred in article 3.1.5 through different channels of communication, such as websites, networks, virtual communities, virtual platforms, technical publications, magazines and newsletters from both Parties; and
- 3.1.7 Continue to develop other areas and programs of mutual cooperation in the spirit of this MOU.

## **ARTICLE IV AREAS OF SPECIAL COOPERATION**

4.1 The Parties shall give consideration to developing special cooperation relations in areas of common interest through supplementary agreements, memoranda of understanding or an exchange of letters in accordance with Article 5.1 of this MOU which shall take into account:

- 4.1.1 The development and implement initiatives, to support marine environmental protection and port professionals, both from TGM FLEET & CONSULTING SERVICES, as well as those from OAS Port National Authorities;
- 4.1.2 The organization of events and other joint activities that are mutually-beneficial for both Parties; and
- 4.1.3 The creation, development, dissemination and implementation of training opportunities such as scholarships, internships, professional exchange or other capacity building activities, in accordance to the rules and procedures of the GS/OAS.

4.2 The particular fields of cooperation listed above may be reviewed by the Parties as needed in accordance with Article 10.1 of this MOU.

4.3 Any supplementary agreements, memoranda of understanding or exchange of letters entered into pursuant to Article 5.1 below, shall be governed by the terms of this MOU, unless the Parties expressly provide otherwise in those instruments.

## **ARTICLE V IMPLEMENTATION OF PROJECTS AND ACTIVITIES**

5.1 Once the Parties have determined what programs, projects and/or activities are to be implemented and the corresponding authorizations and funds have been obtained, the Parties shall enter into a supplementary agreement, memorandum of understanding, or exchange of letters, for each project

in which they participate jointly. Each such document shall identify the sources of financing for the project, scope of work, and the respective obligations, rights, and privileges of the Parties.

5.2 The Parties undertake to develop before January 31 of each year a brief report as a monitoring mechanism to ensure the effective implementation of the activities carried out pursuant to this MOU.

## **ARTICLE VI FINANCIAL DISPOSITION**

6.1 Without prejudice to what the Parties establish in the supplementary agreements memoranda of understanding, and/or exchange of letters entered into pursuant to this MOU for the joint implementation of projects and/or activities, this MOU in and of itself does not create any financial obligations for either of the Parties.

## **ARTICLE VII COORDINATION AND NOTIFICATION**

7.1 The dependency within the GS/OAS responsible for carrying out and coordinating its obligations under this MOU is the GS/OAS/CIP. All notices for GS/OAS in relation to this MOU should be sent to:

Kim Osborne  
Executive Secretary  
Executive Secretariat for Integral Development  
Organization of American States  
1889 F Street, N.W., Suite 750  
Washington, D.C. 20006  
Tel: 1 (202) 370-9014  
Fax: 1 (202) 458-3561  
Email: [kosborne@oas.org](mailto:kosborne@oas.org)

Mr. Jorge Durán  
Chief of Section  
Inter-American Committee on Ports  
Organization of American States  
1889 F Street, N.W., Suite 725  
Washington, D.C. 20006  
Tel: 1 (202) 370-5465  
Fax: 1 (202) 458-3561 / 3517  
E-mail: [jduran@oas.org](mailto:jduran@oas.org)

7.2 All notices for TGM FLEET & CONSULTING SERVICES should be sent to:

Mr. Albert Gerkens  
CEO  
TGM Fleet & Consulting Services  
Marie-Curie-Strasse 1,  
26129 Oldenburg/Wechloy,  
Germany  
Tel: +49 441 3611 6540  
Email: [ceo@tgm-global.net](mailto:ceo@tgm-global.net)

7.3 All communications and notifications under this MOU will be validly made only when they are sent by mail, facsimile, or electronic mail addressed to the Coordinators whose names are set out in Articles 7.1 and 7.2, above. When the communications and notifications are transmitted by electronic mail, they shall be valid when they are sent directly from the electronic address of the Coordinator of one of the Parties to the electronic address of the Coordinator of the other.

7.4 Either Party may change the person and/or entity designated to receive notice hereunder by so notifying to the other Party in writing.

## **ARTICLE VIII PRIVILEGES AND IMMUNITIES**

8.1 Nothing in this MOU constitutes an express or implied waiver of the privileges and immunities of the OAS, the GS/OAS, their personnel and/or their assets, in accordance with the OAS Charter, relevant international agreements, applicable national law, and the principles and practices of international law.

## **ARTICLE IX DISPUTE RESOLUTION**

9.1 Any dispute or complaint that may arise in conjunction with the application or interpretation of this MOU, or supplementary agreements, memoranda of understanding or exchange of letters pursuant to Article 4.3, above, shall be settled by direct negotiations between the Parties. If a solution satisfactory to both Parties cannot be reached, then the Parties shall submit their differences to arbitration pursuant to the Arbitration Rules of the United Nations Commission on International Trade Law ("UNCITRAL") currently in effect. The place of arbitration shall be Washington D.C, U.S.A. The language in the proceedings shall be English unless the Parties agree otherwise. The three arbitrators or, as the case may be, the one arbitrator shall decide the dispute as *amiable compositeur* or *ex aequo et bono*. The arbitrator's decision shall be final, binding and not subject to appeal.

9.2 The law applicable to the arbitration proceedings and to this MOU shall be the law of the District of Columbia, USA.

## **ARTICLE X GENERAL DISPOSITIONS**

10.1 Any amendments, modifications, extensions or waivers of provisions of this MOU shall be valid only when made by mutual agreement in writing by the duly authorized representatives of the Parties and attached to the original of this MOU.

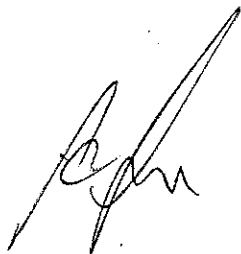
10.2 This MOU shall enter into force upon signature by the duly authorized representatives of the Parties and shall remain in force in accordance with article 10.3.

10.3 This MOU may be terminated by mutual consent or by either Party through a written notification to the other Party with no less than thirty (30) days notice. Notwithstanding the termination of this MOU, the supplementary agreements and exchange of letter that the Parties may have signed for the implementation of projects and/or activities pursuant to article 5.1, which are duly funded, shall be continued to completion unless the Parties mutually decide otherwise.

10.4 Articles VIII and IX shall survive the expiration or termination of this MOU.

In Witness whereof, the duly authorized representatives of the Parties hereby subscribe to this MOU in duplicate originals, on the dates and at the locations set forth below.

**FOR TGM FLEET & CONSULTING SERVICES**

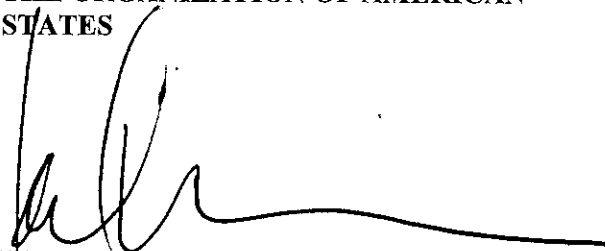


**Mr. Albert Gerkens**  
CEO  
TGM Fleet & Consulting Services

**Date:** February 01, 2018

**Location:** Washington, D.C.

**FOR THE GENERAL SECRETARIAT OF  
THE ORGANIZATION OF AMERICAN  
STATES**



**Kim Osborne**  
Executive Secretary for Integral Development  
Organization of American States

**Date:** February 01, 2018

**Location:** Washington, D.C.