

## MEMORANDUM OF UNDERSTANDING

### BETWEEN

The General Secretariat of the Organization of American States (hereinafter referred to as "GS/OAS"), through its Inter-American Ports Division (hereinafter referred to as "DCIP"), based in Washington D.C., USA, represented by the DCIP's Chief, Mr. Carlos M. Gallegos,

### AND

International Association of Ports and Harbors (hereinafter referred to as "IAPH") based in Tokyo, Japan, represented by Mr. Thomas Kornegay, President of IAPH, and by Dr. Satoshi Inoue, Secretary General of IAPH.

#### I. PURPOSE

1.1 This Memorandum of Understanding (hereinafter referred to as the "MOU") establishes the basis for mutual understanding and cooperation between GS/OAS through the DCIP and IAPH. It is understood that this MOU provides a framework to pursue cooperative projects of mutual interest. The DCIP's Chief and the Secretary General of IAPH are charged with the implementation of this MOU.

- 1.2 Any exchange of funds or other tangible resources\* in furthering the purposes of this MOU will require execution of a separate written instrument in accordance with the applicable rules and regulations and budgetary provisions and limitations of each Party and with applicable law, and must be signed by the duly authorized representatives of the Parties.
- 1.3 In addition, the Parties, through their duly authorized representatives, shall enter into a separate Memorandum of Understanding, Project Agreement, 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.
- 1.4 The Parties agree that this MOU recognizes the autonomy of and implies no affiliation between the Parties.

## II. AREAS OF INTEREST

- 2.1 By working together, the two organizations can greatly increase the force and effectiveness of their efforts in such key matters as:
  - 2.1.1 Port Development, in exchanging technology, know-how and information on design and building standards to make port facilities better constructed, more efficient and secure.
  - 2.1.2 Cooperation with government agencies and private initiatives in the execution of programs, projects and activities for port development.
  - 2.1.3 Human Capital Development, including appropriate technical training and personnel improvement to achieve optimal port performance.

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\* *Other tangible resources* do not apply to human resources (personnel, staff and members of either organization at meetings, conferences, seminars, etc.).

- 3.1.2 Jointly promote and further the cooperative working relationship and participation at meetings of the United Nations System, through agencies such as: the Economic Commission for Latin America and the Caribbean ("ECLAC"), the International Maritime Organization ("IMO"), the International Labour Organization ("ILO") and the United Nations Conference on Trade and Development ("UNCTAD"), among others.

#### Technical Cooperation

- 3.1.3 Establish cooperative working relationships between technical committees with common interests, using mutual representation as appropriate.
- 3.1.4 Take advantage of working together in committees to initiate innovative worldwide studies, global surveys, etc., that can assist ports in both organizations.

#### Events Cooperation

- 3.1.5 To identify on-going opportunities for the parties to collaborate in each other's conferences, seminars, training, technical committees, etc., to promote wider understanding and adoption of the shared principles expressed in this MOU.
- 3.1.6 Coordinate event schedules to encourage maximum participation on the part of members of the two organizations and exploration of opportunities for joint programming.
- 3.1.7 Mutual announcement of each other's events and creating mutual links on each other's websites.
- 3.1.8 Providing at events the possibility for the other organization to promote itself and its programs by, e.g., presentations, brochures, poster sessions, video presentations and other promotional means.

- 2.1.4 Port Security, in ensuring the safety of passengers, crew members, vessels and port facilities, as well in securing the necessary funds for implementation of appropriate programs and infrastructure.
  - 2.1.5 Industrial Safety, in risk prevention of all problems that impact persons, freight, or vehicles that operate within a port system, as well in securing the necessary funds for implementation of appropriate programs and infrastructure.
  - 2.1.6 Environmental quality issues, in operating port facilities in an environmentally sensitive manner, as well in securing the necessary funds for implementation of appropriate programs and infrastructure.
  - 2.1.7 Port Operations, including terminal management, productivity/efficiency, and port performance.
- 2.2 The undersigned organizations agree that the ability to achieve their individual and shared public goals will be enhanced substantially by undertaking the collaborative approach outlined in this MOU.

### III. AREAS OF MUTUAL COOPERATION

- 3.1 It is agreed that, in order to strengthen the cooperation between the two organizations and to enhance the effectiveness of both organizations in reporting the interests of seaports in various international maritime forums, DCIP and IAPH agree to cooperate in the following fields, while recognizing their individual identities, membership expectations, protocol, and traditions:

#### International Collaboration

- 3.1.1 Coordinating efforts on international issues of common concern (e.g., IMO and its relevant bodies).

### Exchange of Views, Information and Others

- 3.1.9 Allow one or two observers (Secretary General/President/Executive Officer/Chief) to attend, free of registration fees, the IAPH's and the Inter-American Committee on Ports' (hereinafter referred to as the "CIP") 's highest managerial meeting, in accordance with its internal rules and regulations (for CIP, the Biennial Committee Meeting and the Annual Executive Board Meeting; for IAPH, the EXCO Board Meetings and the Biennial Conference).
  - 3.1.10 Share research findings and publications to strengthen information exchange.
  - 3.1.11 Encourage ports of the OAS Member States to join IAPH as new members, in order to enhance their global presence and recognition in the international arena.
  - 3.1.12 Continue to evolve other areas and programs of mutual cooperation in the spirit of this MOU.
- 3.2 The above particular fields of cooperation will be reviewed biannually by assessing the past results and outcomes.

#### IV. NOTICES

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

Mr. Carlos M. Gallegos

Chief

Division for the Inter-American Committee on Ports

GS/OAS

1889 F Street, N.W., Washington, D.C. 20006, USA

Tel: (202) 458-3871, Fax: (202) 458-3517

4.2 All notices for IAPH should be sent to:

Dr. Satoshi Inoue  
Secretary General  
International Association of Ports and Harbors (IAPH)  
7<sup>th</sup> Floor, South Tower, New Pier Takeshiba  
1-16-1 Kaigan, Minato-Ku, Tokyo 105-0022, Japan  
Tel : (81-3) 5403-2770, Fax: (81-3) 5403-7651

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

#### V. MODIFICATIONS – TERMINATION

5.1 Any alterations, variations, modifications, extensions or waivers of provisions of this MOU shall be valid when they have been reduced to writing, duly approved and signed by the authorized representatives of both Parties, and attached to the original of this MOU.

5.2 Both Parties agree that this MOU may be terminated by either Party hereto by written notice to the other Party of such intent at least sixty (60) days prior to the effective date of such termination.

#### VI. PRIVILEGES AND IMMUNITIES


6.1 Nothing in this MOU constitutes an express or implied waiver of the privileges and immunities of either Party under the laws of Japan, the United States of America, or international law.

#### VII. DISPUTE RESOLUTION

7.1 Any controversy over the interpretation or implementation of this MOU shall be resolved by mutual agreement between the Parties;

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 GS/OAS



Mr. Carlos M. Gallegos

Chief, DCIP

Date:

Location:

FOR IAPH



Dr. Satoshi Inoue

Secretary General, IAPH

Date:

Location:



Mr. Thomas Kornegay

President, IAPH

Date:

Location:

OCT 6, 2005