

## COOPERATION AGREEMENT

BETWEEN

THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES

THROUGH

THE SECRETARIAT OF THE INTER-AMERICAN COMMITTEE ON PORTS

AND

THE CARIBBEAN SHIPPING ASSOCIATION

FOR

THE ESTABLISHMENT OF A PROGRAM OF TECHNICAL COOPERATION

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**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 Caribbean Shipping Association ("CSA"), based at 4 Fourth Avenue Newport West, Port Bustamante, Jamaica, represented by Mr. Fernando Rivera, President.

### CONSIDERING:

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

That 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;

*B.*

That CSA is a membership based organization, as described in its Articles of Association and Memorandum of Association, whose objective is to promote and foster the highest quality service to the maritime industry through training development; working with all agencies, groups and other associations for the benefit and development of its members and the peoples of the Caribbean region;

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

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

**HAVE AGREED** as follows:

**ARTICLE I  
PURPOSE**

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

**ARTICLE II  
PROGRAM AREAS**

2.1 In implementing the Program, the Parties intend to:

- a. Coordinate efforts on issues of common interest such as maritime trade, port security, port administration, port investments and the 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;

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- e. Coordinate schedules of events to encourage the maximum participation of the 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; and
- g. At events, provide the possibility for other organizations to promote themselves and their programs through events such as presentations, brochures, poster sessions, video presentations and other promotional means.

### ARTICLE III IMPLEMENTATION OF PROGRAM PROJECTS AND ACTIVITIES

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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 of the agreed project and/or activities;
- b. A detailed statement of the purpose and objectives;
- c. A work plan that includes phases, planning, and chronology of development, and a chronogram;
- 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 amounts to be provided by each party (in kind and/or in money); 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.

## 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. These 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  
Secretary of the Inter-American Committee on Ports  
1889 F Street, N.W.  
Washington, D.C. 20006  
United States  
Tel.: 202-458-3871  
Fax: 202-458-3517  
Email: [CGallegos@oas.org](mailto:CGallegos@oas.org)

6.2 The entity within the CSA responsible for coordinating the activities of the CSA under this Agreement is the Secretariat of the CSA, and the coordinator is Mr. Stephen Bell, General Manager. All notices and communications should be sent to him at the following address, fax and email:

Mr. Stephen Bell  
General Manager  
Caribbean Shipping Association

*CG*

4 Fourth Avenue  
Newport West, Port Bustamante  
Jamaica  
Tel: 876-923-34912/2  
Fax: 876-757-1592  
Email: [csa@cwjamaica.com](mailto:csa@cwjamaica.com)

6.3 Any communication or notification required under this Agreement shall be effective only if sent in writing 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.

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**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 compositeur* or *ex aequo et bono*. The language of the arbitration 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 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 duly 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.

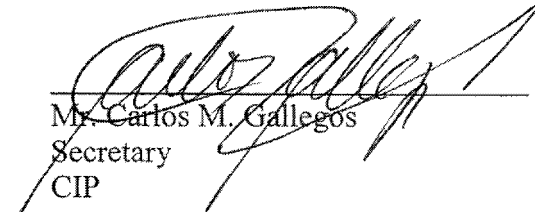
**FOR CSA**



\_\_\_\_\_  
Mr. Fernando Rivera  
President  
Caribbean Shipping Association

Date:  
Location:

**FOR GS/OAS**



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Mr. Carlos M. Gallegos  
Secretary  
CIP

Date: 10/14/08  
Location: Port of Spain