

MEMORANDUM OF UNDERSTANDING
Between
THE GENERAL SECRETARIAT OF THE ORGANIZATION OF
AMERICAN STATES ("GS/OAS") THROUGH ITS DIVISION FOR THE
INTER-AMERICAN COMMITTEE ON PORTS ("DCIP")
And
THE US SECTION, INTERNATIONAL NAVIGATION ASSOCIATION ("PIANC")

The Parties to the present Memorandum of Understanding (hereinafter referred to as the "MOU"), the General Secretariat of the Organization of American States ("GS/OAS"), a public international organization with headquarters located at 1889 F Street, NW, Washington, DC 20006, USA, through its Division for the Inter-American Committee on Ports ("DCIP") represented by DCIP's Chief, Mr. Carlos M. Gallegos, and the US Section, International Navigation Association ("PIANC"), with offices located at 7701 Telegraph Road, Alexandria, Virginia 22315-3868, USA, represented by John P. Woodley, Jr., Chairman of the US Section PIANC, and by Bruce Lambert, Secretary, US Section PIANC;

WHEREAS:

Considering the need to join efforts to develop hemispheric port systems and increase their efficiency, using the various possibilities and alternatives for training and assistance offered by international organizations working in the area of ports; and

In recognition of their common purposes and shared interests, the GS/OAS, through its Division for the Inter-American Committee on Ports, and the US Section PIANC, have agreed to cooperate in order to encourage the exchange of technical and practical experience and to work together towards a sustainable navigation system in the Americas.

NOW, THEREFORE, the Parties hereby enter into this MOU as follows:

I. PURPOSE and BACKGROUND

- 1.1 This MOU establishes the basis for mutual understanding and cooperation between the DCIP and the US Section PIANC.
- 1.2 The Chief of the DCIP of the GS/OAS and the Chairman and National Commission of the US Section PIANC are charged with the implementation of this MOU.
- 1.4 Any expenditure of funds in furtherance of the purposes of this MOU shall require execution of a separate written instrument in accordance with section 5.1, below.
- 1.5 This MOU does not affect the autonomy of the Parties and does not create or imply any agency relationship or other affiliation between the Parties.

II. AREAS OF INTEREST

2.1 By working together, DCIP and the US Section PIANC can greatly increase the force and effectiveness of their efforts in such key matters as:

- 2.1.1 Serving as an international forum for strengthening cooperation in the area of port sector development, with the active participation and collaboration of the private sector.
- 2.1.2 Identifying and disseminating world best practices (guidelines, recommendations, standards) for the sustainable development of navigation.
- 2.1.3 Cooperating closely with government agencies and private entities in the execution of sector development programs, projects, technical assistance, and activities in the field of ports, waterways, and related subjects.
- 2.1.4 Encouraging appropriate technical training and personnel improvement to achieve optimal port performance.
- 2.1.5 Promoting a comprehensive network of international navigation and port professionals and other stakeholders.

2.2 DCIP and the US Section PIANC 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 DCIP and the US Section PIANC and to enhance their effectiveness in representing the interests of seaports in various international maritime forums, DCIP and the US Section PIANC will cooperate in the following fields while recognizing their individual identities, membership expectations, and traditions:

International Collaboration

- 3.1.1 Coordinating efforts on international issues of common concern.

Technical Cooperation

- 3.1.2 Encourage continuing dialogue and cooperation between DCIP, and the US Section PIANC to advance science, education, technology, and operations related to ports and navigation;
- 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 identify and initiate innovative studies, surveys of common interests associated to DCIP's and the US Section

PIANC's involvement in the fields of marine science, technology, engineering, construction, and human affairs related to the global water-borne trade environment.

Training

- 3.1.5 Work to expand the network of continuing education opportunities for members of both organizations.

Events Cooperation

- 3.1.6 Identify on-going opportunities for DCIP and the US Section PIANC to collaborate in each other's conferences, seminars, forums, programs, training, and technical committees, to promote wider understanding and adoption of the shared principles expressed in this MOU.
- 3.1.7 Coordinate event schedules to encourage maximum participation on the part of members of the Inter-American Committee on Ports and PIANC and exploration of opportunities for joint programming.
- 3.1.8 Mutual announcement of DCIP's and the US Section PIANC's events and creating mutual links on each other's websites.
- 3.1.9 Providing at events the possibility for the DCIP and the US Section PIANC to promote itself and its programs, e.g., presentation, brochures, poster sessions, videos and other means.

Exchange of Views, and Information

- 3.1.10 Allow no more than two observers from the U.S. Section of PIANC and the GS/OAS to attend, free of registration fees, DCIP's and the US Section PIANC's highest managerial meeting, in accordance with the Section's or Organization's internal rules and regulations.
 - 3.1.11 In accordance with applicable laws, policies, rules, and regulations, share research findings and publications to strengthen the exchange of information.
 - 3.1.12 Continue to evolve other areas and programs of mutual cooperation in the spirit of this MOU.
- 3.2 The particular fields of cooperation listed above may be reviewed by the Parties as needed.

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:

Carlos M. Gallegos
Chief
Division for the Inter-American Committee on Ports (DCIP)
GS/OAS
1889 F Street, N.W., Washington, D.C. 20006
Tel: (202) 458-3871
Fax: (202) 458-3517

4.2 All notices for PIANC should be sent to:

Bruce Lambert
Secretary
US Section International Navigation Association (PIANC)
7701 Telegraph Road, Alexandria, VA 22315-3868
Tel: (703) 428-6667
Fax: (703) 428-8435

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. JOINT PROJECTS

5.1 The Parties 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.

VI. DISPUTE RESOLUTION AND PRIVILEGES AND IMMUNITIES

6.1 Any controversy over the interpretation or implementation of this MOU shall be resolved only by consultation between the Parties.

6.2 Nothing in this MOU constitutes an express or implied waiver of GS/OAS privileges and immunities under law.

6.3 The Parties do not intend for this MOU to be treated as a legally binding agreement under international law.

VII. MODIFICATIONS - IMPLEMENTATION, AMENDMENT AND TERMINATION

7.1 Following the signing of this MOU, DCIP and the US Section PIANC staff will develop a Plan of Action outlining activities which DCIP and the US Section PIANC will jointly carry out in furtherance of the goals and objectives specified above.

7.2 Neither party is authorized by the other under this MOU to act on behalf of or in the name of the other party. Neither party shall have the authority to bind the other in contract, debt or otherwise.

7.3 This MOU shall terminate ten years from the date of execution of this MOU unless extended by mutual agreement of the duly authorized representative of the parties pursuant to section 7.4.


7.4 Any alterations, amendments, variations, modifications, extensions or waivers of provisions of this MOU shall only be valid when they have been reduced to writing, approved, and signed by the duly authorized representatives of both Parties. All such changes shall be attached to this Agreement.

7.5 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.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties subscribe in Washington, DC to two duplicate originals of this MOU, each equally valid on the date indicated below.

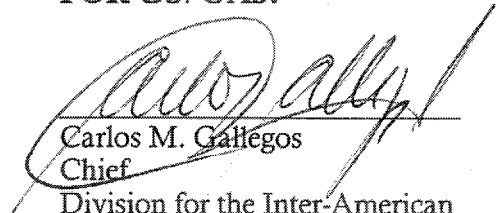
Executed this 7th day of December, 2005

FOR THE US SECTION OF PIANC:



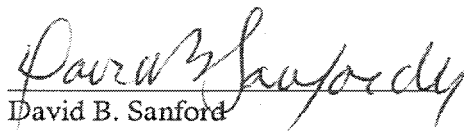
John Paul Woodley, Jr.
Chairman, US Section PIANC
US Section PIANC

FOR GS/OAS:

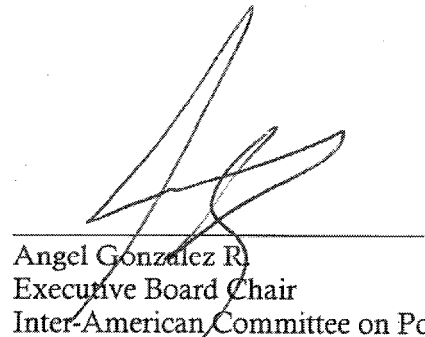


Carlos M. Gallegos
Chief
Division for the Inter-American
Committee on Ports, DCIP

WITNESS



David B. Sanford
Commissioner
US Section PIANC



Angel Gonzalez R.
Executive Board Chair
Inter-American Committee on Ports