

Organización de los Estados Americanos  
Organização dos Estados Americanos  
Organization des États Américains  
Organization of American States

17<sup>th</sup> and Constitution Ave., N.W. • Washington, D.C. 20006

## DELEGATION OF AUTHORITY

### MEMORANDUM OF UNDERSTANDING BETWEEN THE SHIPPING AND TRANSPORT COLLEGE OF ROTTERDAM AND THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES

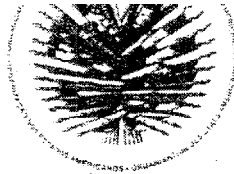
I, César Gaviria, Secretary General of the Organization of American States, (OAS) hereby delegate authority to Mr. Carlos Gallegos, Secretary of the Inter-American Committee on Ports (ICOP) of the Inter-American Council for Integral Development of the OAS, to sign on behalf of the General Secretariat and in my place, the above captioned Memorandum of Understanding.

This delegation of authority expires on June 30, 2001.

  
César Gaviria  
Secretary General

Date:

5/24/01



**Memorandum of Understanding between  
THE FOUNDATION SHIPPING AND TRANSPORT EDUCATION,  
ROTTERDAM, THE NETHERLANDS AND THE GENERAL SECRETARIAT  
OF THE ORGANIZATION OF AMERICAN STATES**

**Memorandum of Understanding between  
THE FOUNDATION SHIPPING AND TRANSPORT EDUCATION, ROTTERDAM,  
THE NETHERLANDS AND THE GENERAL SECRETARIAT OF THE  
ORGANIZATION OF AMERICAN STATES**

The Parties to the present Memorandum of Understanding (MOU): the Foundation Shipping and Transport Education of Rotterdam, the Netherlands (STC), for the International Port Training Conference (IPTC), represented by Mr. Erik Hietbrink, Chairman of the Board of Directors of the STC, and the General Secretariat of the Organization of American States ("GS/OAS"), for the Inter-American Committee on Ports (CIP) of the Inter-American Council on Integral Development of the OAS, represented by the Secretary of the CIP, Mr. Carlos M. Gallegos, duly designated by the OAS Secretary General,

Considering that the Inter-American Committee on Ports (CIP) as a permanent forum of the OAS member States in the area of port sector development is entrusted to facilitate and promote the continuing development of and improvement of port-sector activities in the Americas, and to maintain permanent contact with international and regional bodies, governmental and non-governmental, dealing with ports matters, for the purpose of maximizing cooperation and coordination in its activities and work,

Taking into account that the CIP by resolution CIDI/CIP/RES. 8 instructed the GS/OAS to coordinate with the STC, with the purpose of establishing a future cooperation with the STC; and that the OAS General Assembly Resolution AG/RES. 57 (I-0/71) establishes that the organs of the OAS may establish cooperative relations with other national and international institutions, governmental, non-governmental and intergovernmental agencies through agreements signed by the Secretary General or his duly designated representative,

Further taking into account that the STC is a non-profit foundation recognized training and educational institution for the transport sector as a whole,

Recognizing that the STC is authorized to enter into cooperative relations with the GS/OAS; and that collaboration between the CIP and the STC will make the best use of available resources, avoid duplication, and increase the effectiveness of their efforts in the sector of port development in the Americas,

Have agreed to the following with a view to developing collaboration and coordination:

Handwritten signature and initials in the bottom right corner of the page.

- 1 The Parties shall cooperate with each other on matters of common interest within the scope of their general objectives.
- 2 Specifically, the Parties shall coordinate and cooperate with each other in carrying activities included by both Parties in their annual work program, with the purpose of avoiding duplication of efforts and expenditures.
- 3 Activities that the Parties may agree to cooperate on include, but are not limited to, organization of seminars, meetings and round tables on matters of common interest; collaboration on joint projects; training; joint publications.

**ARTICLE II**  
Information and Cooperation

- 1 The Parties shall regularly inform each other of activities of mutual interest, and shall maintain close cooperation in regard to matters of common interest as described in Article III of this Memorandum of Understanding . The Parties shall also establish special relations to coordinate or carry out joint activities as described in Articles IV and V.

**ARTICLE III**  
Responsibilities of the Parties

- 1 The STC shall:
  - a. Collaborate with the CIP in the design, development and delivery of training programs of mutual interest;
  - b. Provide advisory services requested by the CIP on training issues, as well as on other matters within the scope of this MOU;
  - c. Exchange information, documents, studies, reports and relevant data on training programs of mutual interest, as well as on other matters within the scope of this MOU;
  - d. Present to the CIP, before the end of each calendar year, a report describing the activities carried out under this MOU during the current year, and a working program to be carried out during the following year; and
  - e. Invite representatives of the CIP to technical meetings of the IPTC' bodies when matters regarding the scope of this MOU will be discussed and/or when the CIP expresses its interest in participating in any of such meetings.

he CIP shall:

Collaborate with the STC in the design, development and delivery of training programs of mutual interest;

Provide advisory services requested by the STC on training issues in the OAS member states, as well as on other matters within the scope of this MOU;

Exchange information, documents, studies, reports and relevant data on training programs of mutual interest, as well as on other matters within the scope of this MOU;

Present to the STC, before the end of each calendar year, a report describing the activities carried out under this MOU during the current year and, a working program to be carried out during the following year; and

Invite representatives of the STC to technical meetings of the CIP bodies when matters regarding the scope of this MOU are to be discussed and/or when the STC expresses its interest in participating in any of such meetings.

#### ARTICLE IV

##### Scope of Special Cooperative Relations

The Parties may develop special cooperative relations in areas of common interest including, but not limited to, the following:

The development and implementation of joint projects;

The exchange of bibliographical and multimedia materials and access to data bases and general information related to joint projects;

The exchange of documents and specific information concerning all projected activities that may be of interest to both institutions;

The exchange of technical and specialized information for specific activities;

Joint professional meetings on matters of common interest; and

Joint training and research facilities for the use of the Parties.



Identification and Implementation of  
Joint Projects and Activities

Within three months after the signing of this MOU the Parties may propose a working document identifying programmes of mutual interest for joint implementation.

Once it is jointly decided by the Parties which of the projects and activities in the working program are to be implemented, and the necessary funding and authorizations have been obtained, the Parties, shall enter into project-specific or activity-specific Memoranda of Understanding ("MOU") setting out the terms and conditions governing each such project and activity. Each MOU shall specify in detail to mutual responsibilities and obligations of the Parties, including, but not limited to, the nature and amount of the financial commitment undertaken by each of them.

The rights and responsibilities of the Parties in publications resulting from a specific joint project of activity shall be established in the corresponding MOU or in a separate agreement between them, as it may be agreed upon by the parties.

**ARTICLE VI**  
Budgetary Limitations

The financial obligations incurred by the Parties as a result of this MOU are subject to the availability of assigned resources from funds managed by the CIP and the STC as approved in both cases by the corresponding authorities according to their internal regulations.

**ARTICLE VII**  
Privileges and Immunities

Nothing expressly stated or implied in this MOU is to operate as a waiver of the privileges and immunities of the OAS, GS/OAS, or its personnel under the laws of the United States, the Netherlands, or under International law.

Nothing expressly stated or implied in this MOU is to operate as a waiver of the privileges and immunities of STC or its personnel under the laws and regulations of the Netherlands, the United States, or under International law.

**ARTICLE VIII**  
Term, Modification and Termination

This MOU may be modified by written articles of amendment or an exchange of letters signed by the duly authorized representatives of both Parties, dated, and attached hereto.

This MOU shall enter into force from the date upon which both Parties sign it. It shall remain in force until either Party notifies the other in writing that it does not wish to continue this MOU.

Either Party may terminate this MOU by giving sixty days prior written notice to the other.

The termination of this MOU shall not affect the specific projects and activities then in progress and properly funded unless the corresponding MOU provides the contrary.

**ARTICLE IX**  
Institutional Coordination and Notice

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

Mr. Carlos Gallegos  
Secretary, Inter-American Committee on Ports  
General Secretariat of the Organization of American States  
1889 F Street, NW  
Washington, D.C. 20006  
Tel: 202 458 3871  
Fax: 202 458 3517  
E-mail: [CGallegos@oas.org](mailto:CGallegos@oas.org)

The office within the STC responsible for carrying out and coordinating its obligations under this MOU is the Office of the Board of Directors of STC. All notices for STC/IPTC in relation to this MOU should be sent to either:

Mr. Erik Hietbrink  
Chairman of the Board,  
Waalhaven zz 4,  
3088 HH Rotterdam  
The Netherlands

tel: ++31-10- 2941234

fax: ++31-10-2941230

E-mai: [hietbrink@stc-r.nl](mailto:hietbrink@stc-r.nl)

Bartolome N. de Boer  
Executive Secretary  
International Port Training Conference  
Waalhaven zz 4  
3088 HH Rotterdam  
The Netherlands

tel: ++31-78-6813785

fax: ++31-78-6820896

E-mail: [chasqui@wxs.nl](mailto:chasqui@wxs.nl)

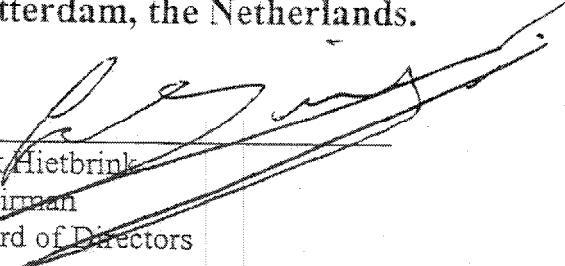
Either Party may change the person designated to receive notice hereunder by so notifying the other in writing.


9.4. Either Party may change the office and the person designated to receive notice hereun by so notifying the other in advance by writing.

The duly authorized representatives of the Parties hereby subscribe to t Memorandum of Understanding, in duplicate originals, in Rotterdam, the Netherlands, the 30....day of May, 2001.

**For the Foundation Shipping  
and Transport Education,  
Rotterdam, the Netherlands.**

**For the General Secretary of  
the Organization of American  
States.**

  
Erik Hietbrink  
Chairman  
Board of Directors

  
Carlos M. Gallegos  
Secretary  
CIP

