



Organization of  
American States



MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES  
THROUGH  
THE SECRETARIAT OF THE INTER-AMERICAN COMMITTEE ON PORTS  
AND  
THE BUSAN PORT AUTHORITY

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES**  
**THROUGH**  
**THE SECRETARIAT OF THE INTER-AMERICAN COMMITTEE ON PORTS**  
**AND**  
**THE BUSAN PORT AUTHORITY**

**THE PARTIES TO THIS AGREEMENT**, the General Secretariat of the Organization of American States (hereinafter referred to as "GS/OAS"), a public international organization, represented by the Executive Secretary for Integral Development, Ms. Sherry Tross, through the OAS Secretariat of the Inter-American Committee on Ports (hereinafter referred to as "CIP/OAS"), represented by Chief of the Secretariat, Mr. Jorge Durán, with headquarters at 1889 F Street, N.W., Washington, D.C. 20006, and the Busan Port Authority (hereinafter referred to as "BPA"), an autonomous public enterprise, represented by its Chief Executive Officer, Mr. Lim Ki-taek, based at Jung-gu chungjang-daero 9beon-gil 46, Hanjin Shipping Bldg, Busan 600-755, South Korea:

**CONSIDERING:**

That the CIP/OAS 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;

That the primary purpose of the BPA is to contribute to the Korean economy by making Busan Port a regional logistics hub and one of the world's leading ports through efficient port development, management and operation;

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 it is necessary to join efforts to strengthen relations of technical cooperation between the GS/OAS and the BPA to promote integral development in the port sector;

**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 By working together, both Parties can greatly increase the force and effectiveness of their efforts in such key matters as:

- a. Port development, through exchanging technical expertise, best practices and information to make port facilities more efficient, secure, sustainable, innovative and competitive;
- b. Cooperating with government agencies, international organizations and private initiatives on the implementation of programs, projects and activities aimed at strengthening port integral development;
- c. Encouraging appropriate technical training and personnel improvement to achieve optimal port performance, including technical training, scholarships, student exchange or any other capacity building mechanism.

**ARTICLE III  
AREAS OF MUTUAL COOPERATION**

3.1 It is agreed that, in order to strengthen cooperation between the CIP and the BPA, both Parties will cooperate in the following fields:

International Collaboration

- 3.1.1 Coordinate efforts on international issues of common concern;

Technical Cooperation

- 3.1.2 Establish cooperative working relationships in topics of common interest, using mutual representation as appropriate;
- 3.1.3 Work together to identify and initiate innovative studies, research analysis, surveys, and other initiatives, to support port development and port professionals in the BPA and in the Americas;

Training and Activities Cooperation

- 3.1.4 Identify on-going opportunities for both Parties to collaborate in each other's conferences, seminars, forums, programs, trainings, meetings of CIP technical advisory groups, and others events, to promote wider understanding and adoption of the shared principles expressed in this MOU;
- 3.1.5 Co-organize events and other joint activities that are mutually-beneficial for both the CIP and the BPA;
- 3.1.6 Work on the creation, development, dissemination and implementation of training opportunities such as scholarships, internships, professional exchange or other capacity building activities;

3.1.7 Mutual announcement of individual events, including creating mutual links on each other's websites as appropriate;

3.1.8 Provide at individual events, if possible, the conditions to promote the other Party and its programs, by e.g., presentation, brochures, poster sessions, videos and other promotional means;

#### Exchange of Information

3.1.9 Share research results and publications, such as technical articles, port news, and information on innovation and other themes of port development, to strengthen the exchange of information, making them available to the CIP/OAS member states;

3.1.10 Disseminate information through different channels of communication, such as websites, networks, virtual communities, virtual platforms, technical publications, magazines and newsletters from both Parties;

MOU. 3.2 Continue to develop other areas and programs of mutual cooperation in the spirit of this

3.3 The particular fields of cooperation listed above may be reviewed by the Parties as needed.

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

4.1 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.

4.2 The Parties shall establish an annual work plan, which will be jointly agreed and signed by the duly authorized representatives of the Parties. These annual work plans will define the specific activities carried out during each year. Annual Work Plans shall be considered supplementary agreements subject to the provisions of this MOU.

4.3 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 of the Work Plans.

### **ARTICLE V FINANCIAL DISPOSITION**

5.1 Without prejudice to what the Parties establish in the supplementary agreements and/or memoranda of understanding 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 VI  
COORDINATION AND NOTIFICATION**

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

Mr. Jorge Durán  
Chief of the Secretariat  
Inter-American Committee on Ports (CIP), GS/OAS  
1889 F Street, N.W., Suite 750, Washington, D.C. 20006  
Tel: 1 (202) 370-5465  
Fax: 1 (202) 458-3561  
E-mail: [jduran@ous.org](mailto:jduran@ous.org)

6.2 All notices for BPA should be sent to:

The Busan Port Authority  
Mr. Eung-hyuk Lee  
Manager, International Cooperation Team  
Busan Port Authority  
Jung-gu chungjang-daero 9beon-gil 46  
Hanjin Shipping Bldg, Busan 600-755  
South Korea  
Tel.: (82-51) 999-3266  
Fax: (82-51) 999-3198  
Email: [ehlee@busanpa.com](mailto:ehlee@busanpa.com)

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

**ARTICLE VII  
PRIVILEGES AND IMMUNITIES**

7.1 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 VIII  
DISPUTE RESOLUTION**

8.1 Any controversy or claim that may arise over the interpretation or implementation of this MOU, or supplementary agreements or memoranda of understanding pursuant to Article 4.1, shall be settled by direct negotiations between the Parties. In the event that a mutually satisfactory solution cannot be reached, the Parties agree to submit their differences to a mutually agreed upon procedure of arbitration. The decision shall be final and binding and not subject to appeal.

**ARTICLE VIII  
GENERAL DISPOSITIONS**

9.1 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.

9.2 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 9.3.

9.3 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 memoranda of understanding that the Parties may have signed for the implementation of projects and/or activities pursuant to article 4.1, which are duly funded, shall be continued to completion unless the Parties mutually decide otherwise.

9.4 Articles VII and VIII 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 THE BUSAN PORT AUTHORITY**

Lim Ki-taek  
Chief Executive Officer  
The Busan Port Authority

Date:  
Location:

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

  
V. Sherry Tross  
Executive Secretary for Integral Development  
Organization of American States

Date: 2013-10-22  
Location: Washington DC