



MEMORANDUM OF UNDERSTANDING
Between
THE GENERAL SECRETARIAT OF THE ORGANIZATION OF
AMERICAN STATES (GS/OAS) THROUGH THE
EXECUTIVE SECRETARIAT FOR INTEGRAL DEVELOPMENT
And
APEC-ANTWERP/FLANDERS PORT TRAINING CENTER

THE PARTIES TO THE PRESENT MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the MOU), the General Secretariat of the Organization of American States (hereinafter referred to as GS/OAS), a public international organization with headquarters located at 1889 F Street, NW, Washington, DC 20006, U.S.A, represented by Isabelle Valois Executive Secretary for Integral Development, with the technical assistance of the Secretariat of the Inter-American Committee on Ports (CIP), represented by Mr. Jorge Duran, Chief of Secretariat and,

APEC – Antwerp/Flanders Port Training Center VZW (hereinafter referred to as “APEC”), a non-profit organization incorporated under Belgian law (“*vereniging zonder winstoogmerk*”), with offices located at Zaha Hadidplein 1, 2030 Antwerp (Belgium), registered in the legal persons register of Antwerp, division Antwerp, with number 0416.970.633, represented by Kristof Waterschoot, Managing Director;

Hereinafter, together **APEC** and **GS/OAS** will be denominated **THE PARTIES**.

CONSIDERING:

That APEC is a non-profit organization associated with the Port of Antwerp-Bruges, with extensive experience in port and maritime training focused on port managers and workers and represents a global reference for port-related professional development;

That the Inter-American Committee on Ports (CIP) of the Organization of American States (OAS) is the only inter-American and intergovernmental forum that contributes to the improvement and development of ports in the Americas, with the active participation of the private sector; and that it is essential to take into account the diversity of areas that affect such development, particularly the strengthening of institutional and human capacities, of strategic interest to the CIP;

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;

That in recognition of their common purposes and shared interests, the GS/OAS, through the Inter-American Committee on Ports, and APEC, have agreed to cooperate in order to promote the integral development of the ports of the Americas, making use of the variety of training and assistance possibilities and alternatives offered by the entities related to port issues; and

That the GS/OAS is the central and permanent organ of the OAS and is authorized to carry out relations of cooperation in accordance with Article 112(h) of the Charter and OAS General Assembly Resolution AG/RES. 57 (I-O/71).

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

ARTICLE I: PURPOSE

1.1 The purpose of this MOU is to establish a framework for cooperation to enhance synergies in the implementation of programs, projects, and activities, as well as the exchange of experiences, knowledge and best practices, to promote the development of human capacities of the port and maritime sectors in the Americas.

ARTICLE II: AREAS OF INTEREST

2.1 Subject to the availability of resources and their respective policies and procedures, the parties will work together to increase the scope and effectiveness of their efforts in the following areas of interest:

- a) Human capital development, including technical training through courses, seminars, and workshops, in order to achieve the common objective between the Parties;
- b) Cooperation with governmental and international institutions and private initiatives in the implementation of programs, projects and activities that promote capacity building in the maritime and port sectors;
- c) Conducting studies and research projects on topics of common interest.

ARTICLE III: COOPERATION MODALITIES

3.1 In order to strengthen cooperation between the parties and enhance synergies, the parties shall consider developing special cooperative relationships in areas of common interest through supplementary agreements, memoranda of understanding or through the exchange of letters, as provided in article 3.3 of this MOU, in the following areas:

International cooperation

- a) Coordinate efforts on international issues of common concern;
- b) Promote institutional and technical outreach to CIP-OAS Member States to encourage participation in CIP and APEC activities and dissemination of best practices for port and maritime development.



Technical Cooperation

- c) Work together to initiate innovative studies, surveys, among others, that can assist port professionals;
- d) Promote institutional capacity building through courses, seminars and/or research and/or innovative development programs.

Training

- e) Identify education and capacity-building opportunities for members of both organizations;
- f) Collaborate to expand existing education opportunities that further technical capacities of port and maritime officials.

Events Cooperation

- g) Identify on-going opportunities for CIP and APEC 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;
- h) Mutual announcement of CIP's and APEC's events and creating mutual links on each other's websites;
- i) Provide at events the possibility for the CIP and APEC to promote themselves and their programs, e.g., presentation, brochures, poster sessions, videos and other means.

Exchange of Views, and Information

- j) In accordance with applicable laws, policies, rules, and regulations, share research findings and publications to strengthen the exchange of information;
- k) Continue to evolve other areas and programs of mutual cooperation in the spirit of this MOU.

Gender Equality

- l) Development and support of initiatives aimed at the strengthening of gender equality and promote the participation of women in the port sector.

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



- 3.3. The programs, projects and activities programmed between the Parties shall be subject to objectives, functions, policies and internal procedures corresponding to each of the Parties. Once it has been decided by the Parties which programs, projects and/or activities are to be implemented, and authorization and funds have been obtained, the Parties shall enter into a supplemental agreement, memorandum of understanding or exchange of letters with the terms and conditions applicable to such program, project and/or activity. Each supplemental agreement, memorandum of understanding or exchange of letters shall be signed by the authorized representatives of the Parties, and shall specify in detail, among others, the following:
- a. Name of the program, project and/or activity agreed upon;
 - b. Definition of the objectives to be pursued;
 - c. Dependencies and obligations of each of the Parties that will implement the program, project or activity;
 - d. Description of the work plan: phases, planning and chronology of development;
 - e. Budget and the human and material resources required for the program, project and/or activity, specifying the financial responsibilities and contributions of each Party (indicating the nature and amount thereof), the timing of the contributions and, if applicable, the ownership of the material resources to be acquired;
 - f. A provision related to the coordination, notifications and follow-up of the program, project and/or activity; and
 - g. A provision recognizing this MOU as the programmatic and legal framework for the program, project or activity.

ARTICLE IV: COORDINATION OF ACTIVITIES

- 4.1 The Parties shall establish an annual Work Plan, which shall be jointly agreed and signed by the authorized representatives of the Parties. These annual Work Plans shall define the specific activities to be carried out in each year. The annual Work Plans shall have the character of supplementary agreements and shall comply with the provisions of Article 3.3 of this MOU.
- 4.2 Before January 31 of each year, the Parties shall prepare a brief report as a follow-up mechanism to ensure effective compliance with the activities of the Work Plans.
- 4.3 The annual Work Plan may be modified with the consent of both parties in accordance with the provisions of Article 10.2 of this MOU.

ARTICLE V: FINANCIAL PROVISIONS

- 5.1. Without prejudice to what the Parties may provide in the supplementary agreements, memoranda of understanding and/or exchange of letters entered into pursuant to this MOU for the joint implementation of programs, projects and/or activities, this MOU in and of itself does not create obligations of a financial nature or with a financial impact (including, for the avoidance of doubt, an obligation to allocate internal resources or an obligation to offer free services) for either of the Parties.



ARTICLE VI: COORDINATION AND NOTICE

- 6.1 Within the GS/OAS, the dependency responsible for coordinating GS/OAS activities under this MOU is the Secretariat of the Inter-American Committee on Ports and the Coordinator is Mr. Jorge Durán, Chief of the Secretariat. Notifications and communications should be directed to the Coordinator at the following street address and electronic mail:

Jorge Durán, or his successor
Chief of the Secretariat
Inter-American Committee on Ports (CIP), GS/OAS
1889 F Street, N.W., Suite 750, Washington, D.C. 20006
Tel: (202) 370-5465
E-mail: jduran@oas.org

- 6.2 The dependency responsible within APEC for coordinating the activities under this MOU is Carolien De Vries, Solution Lead. Notifications and communications should be directed to the Coordinator at the following street address and electronic mail:

Name: Carolien De Vries
Title: Solution Lead APEC
Institution's Name: APEC Antwerp/Flanders Port Training Center
Address: Zaha Hadidplein 1, 2030, Antwerp
Tel: +32 3 205 2370
E-mail: Carolien.devries@portofantwerpbruges.com

- 6.3 All communications and notifications under this MOU will be validly made only when they are sent by mail, or electronic mail addressed to the Coordinators whose names are set out in Articles 6.1 and 6.2, above. When the communications and notifications are transmitted by electronic mail, they shall be valid when they are sent directly from the electronic address of the Coordinator of one of the Parties to the electronic address of the Coordinator of the other.
- 6.4 Either Party may change the responsible dependency, the designated Coordinator, the address, telephone, or electronic mail indicated by notifying 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 their assets, in accordance with the OAS Charter, relevant agreements, applicable national law, or the general principles and practices of international law.

ARTICLE VIII: CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS

- 8.1 **Confidentiality:** All information exchanged by the Parties in the framework of their cooperation shall be treated as strictly confidential by the Party receiving the information. Parties are prohibited from disclosing any information received from the other Party and may not use such information for any purpose unrelated to the objectives set out in this MOU.

- 8.2 This Clause shall not prohibit disclosure if and to the extent the disclosure is legally required, or in case the information has become publicly available (other than as a result of a breach of this MOU).
- 8.3 The confidentiality obligations set out in this Clause shall apply both during the term of this MOU as well as for a term of 3 years thereafter.
- 8.2 **IP:** Any intellectual property rights and knowhow developed by either Party in the framework of the furthering of the objectives and activities set out in this MOU shall be the sole and exclusive property of the Party having developed such intellectual property rights, resp. knowhow.
- 8.3 Usage rights to intellectual property rights developed by a Party shall only be granted to the other Party by means of a separate agreement in writing, setting out clear arrangements on the modalities of such usage rights.
- 8.4 Any intellectual property rights which are developed jointly by the Parties in the framework of this MOU, shall be owned jointly by both Parties. In this case, any decisions with respect to such intellectual property (in particular, its use and disclosure) shall be taken jointly.

ARTICLE IX: DISPUTE RESOLUTION

- 9.1. Any dispute or complaint that may arise in conjunction with the application or interpretation of this MOU, or supplementary agreements, memoranda of understanding or exchange of letters pursuant to Article 4.3, above, shall be settled by direct negotiations between the Parties. If a solution satisfactory to both Parties cannot be reached, then the Parties shall submit their differences to arbitration pursuant to the Arbitration Rules of the United Nations Commission on International Trade Law ("UNCITRAL") currently in effect. The place of arbitration shall be Washington D.C, U.S.A. The language in the proceedings shall be English unless the Parties agree otherwise. The three arbitrators or, as the case may be, the one arbitrator shall decide the dispute as *amiable compositeur* or *ex aequo et bono*. The arbitrator's decision shall be final, binding and not subject to appeal.

ARTICLE X: GENERAL PROVISIONS

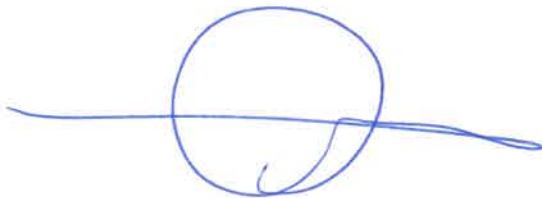
- 10.1. The Parties agree to observe the highest ethical standards and administrative transparency in all actions and activities related to this MOU. In addition, the GS/OAS, to the extent applicable and without prejudice to its privileges and immunities referred to in Article VII, and APEC agree to comply with the provisions of the Inter-American Convention Against Corruption and with the applicable norms of the country in which the programs, project and/or activities are executed in accordance with Article 3.3. Failure to comply with this provision shall constitute grounds for anticipatory termination of this MOU, pursuant to Article 10.4.



- 10.2 Modifications to this MOU may only be made by mutual agreement in writing by the duly authorized representatives of the Parties. The instruments in which the modifications are set out shall be attached as annexes to this MOU and shall form part of it.
- 10.3 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 10.4.
- 10.4 This MOU may be terminated by mutual consent or by either of the Parties by written notice from one to the other with not less than thirty days' notice. Notwithstanding the termination of this MOU, the supplementary agreements, memoranda of understanding and letters referred to in Article 3.3 that the Parties have signed and that have been duly financed shall be continued to completion unless the Parties mutually decide otherwise.
- 10.5 Articles VII and IX shall survive the expiry or the termination of this MOU.

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.

FOR APEC:



Kristof Waterschoot
Managing Director
APEC Antwerp/Flanders Port Training Center

Place: *Antwerp*
Date: *July 14th 2020*

FOR GS/OAS:



Isabelle Valois
Executive Secretary for Integral Development (SEDI)

Place: Washington, D.C., USA

Date: June 17, 2026

