



MEMORANDUM OF UNDERSTANDING
Between
THE GENERAL SECRETARIAT OF THE ORGANIZATION OF
AMERICAN STATES THROUGH THE
INTER-AMERICAN COMMITTEE ON PORTS
And
GLOBAL SUPPORT AND DEVELOPMENT

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,

Global Support and Development (hereinafter referred to as "GSD"), a California non-profit corporation, with offices located at 929 Jay Street, Suite 300, Charlotte, NC 28208, USA, represented by Micheal Court, Chief Executive Officer;

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

CONSIDERING:

That GSD, is a U.S.-based humanitarian organization, working across Latin America, the Caribbean, and the South Pacific to build resilience and preparedness before disaster strikes. GSD is focused on working with local, national, and regional communities to prepare before disaster strikes, support their immediate needs through rapid response, and engage with communities on climate adaptation to reduce the impact of disasters and the climate crisis. Importantly, GSD's maritime program aims to mitigate risk in ways that aren't available to any other humanitarian or maritime organizations to the benefit of humanitarian and maritime partners and the local communities;

That the 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 resilience, 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, particularly, the critical role of ports in facilitating humanitarian aid and the shared commitment to enhancing the resilience and efficiency of

port operations in the Americas, the GS/OAS, through the CIP, and GSD, have agreed to cooperate in order to promote resilience and preparedness in 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, in particular, capacity building in Disaster Preparedness and Response to enhance the capacity of ports to respond to and recover from disasters;
- b) Cooperation with governmental and international institutions and private initiatives in the implementation of programs, projects and activities that promote human and institutional capacity building in the maritime and port sectors;
- c) Technical resource sharing and knowledge exchange, to leverage and share technical expertise, tools, and resources in order to enhance port operations and humanitarian response capabilities, as well as, to facilitate the exchange of best practices and lessons learned in disaster risk management.

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 3.4 of this MOU, in the following areas:

Institutional Cooperation

- a) Promote institutional and technical outreach to CIP-OAS Member States to encourage participation in CIP and GSD activities and dissemination of best practices for port and maritime development.

- b) Coordinate efforts on issues of common concern.

Technical Cooperation

- c) Work together to initiate studies, surveys, and/or projects, among others, that can assist port professionals.

Capacity Building and Training

- d) Promote institutional capacity building through courses, seminars, research, and/or development projects.
- e) Collaborate to expand existing training opportunities that further technical capacities of port and maritime officials.

Events Cooperation

- f) Identify on-going opportunities for CIP and GSD to collaborate in each other's conferences, seminars, programs, projects and training to promote wider understanding and adoption of the shared principles expressed in this MOU.
- g) Mutual announcement of CIP's and the GSD's events and/or activities.
- h) Provide at events the possibility for the CIP and GSD to promote their organization and their programs, e.g., presentation, brochures, poster sessions, videos and other means.

Exchange of Information

- i) Allow no more than two observers from CIP and GSD to attend, free of registration fees, CIP's and GSD highest managerial meeting, in accordance with the Section's or Organization's internal rules and regulations.
- 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.

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

3.3 The particular fields of cooperation listed above shall be governed by the provisions of this MOU, unless expressly modified by the Parties in an MOU.

3.4 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 3.4 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 13.5 of this MOU.

ARTICLE V: RELATIONSHIP OF PARTIES; NATURE OF COLLABORATION.

5.1 Each Party hereto states and affirms that it is acting as an independent party with regard to the activities under this MOU, holds itself out to the general public in that capacity, and maintains its own office and principal place of business at its own address. Neither Party here shall have the right to direct or control the means, manner, or details by which the other Party hereto accomplishes the results anticipated under this MOU, nor will either Party here instruct the other Party hereto as to when, where, or how the performing Party is to perform any services described herein.

5.2 This MOU does not create an agency relationship between the Parties hereto, nor a joint venture, partnership, trust, or other association between the Parties. Neither Party hereto has the authority to bind, act, enter into any contract, or to incur any liability on behalf of the other Party. Each Party hereto shall have sole responsibility for any and all compensation, benefits, withholding and other taxes, as applicable, expenses, and other applicable costs for its own employees.

5.3 Each Party hereto shall secure resources necessary to accomplish such Party's responsibilities described herein. Neither Party hereto shall have a right to reimbursement by the other Party for any expenses paid or incurred unless otherwise agreed in writing by the Parties.

5.4 Nothing in this MOU is intended to, nor shall be construed as creating an exclusive arrangement between the Parties hereto. This MOU shall not restrict either Party hereto from working with other entities or individuals on similar projects during or after the duration of this MOU.

5.5 This MOU shall not be assignable by either Party hereto without the prior written consent of the other.

ARTICLE VI: CONFIDENTIAL INFORMATION AND PUBLICITY

6.1 Any non-public information disclosed by either Party hereto in connection with performance under this MOU is the confidential and proprietary information ("Confidential Information") of the disclosing Party. The receiving Party will use Confidential Information it receives from the disclosing Party solely as required for performance hereunder, and will not disclose such confidential information to any third Party, except with the prior written permission of the disclosing Party or as required by law or judicial process, if applicable. The receiving Party will take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the disclosing Party.

6.2 Each Party hereto shall give full recognition and consideration to the role and contribution of the other in all press releases, publications and other public statements of any kind concerning this MOU and the collaboration described herein. No publicity or advertising regarding any collaboration relating to this MOU should be released by a Party hereto without the prior written approval of the other Party. No Party hereto should use the emblem or logo of the other Party without the latter's written consent. No publicity and/or advertising regarding any collaboration or any additional work performed outside of this MOU should be released by a Party herein.

ARTICLE VII: REPRESENTATIONS AND WARRANTIES

7.1 Each Party hereto represents and warrants to the other Party that it has no other MOUs, duties, relationships or commitments to any other person or entity that conflict or are incompatible with each Party's obligations under this MOU.

7.2 Each Party hereto represents and warrants to the other Party that it has complied and will continue to comply with all relevant governing laws regarding business permits, relevant employment laws and regulations, regulatory filings, and licenses that are or may be required to carry out the work to be performed by each Party under this MOU.

7.3 Each Party hereto further represents to the other Party that it has the qualifications, financial capacity, and ability to perform the activities and responsibilities provided under this MOU in a professional manner, without the control or supervision of the other Party.

ARTICLE VIII: FINANCIAL PROVISIONS

8.1 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 for either of the Parties.

ARTICLE IX: COORDINATION AND NOTICE

9.1 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 Section
Inter-American Committee on Ports (CIP), GS/OAS
1889 F Street, N.W., Suite 750, Washington, D.C. 20006
E-mail: jduran@oas.org

9.2 The dependency responsible within GSD for coordinating the activities under this MOU is its Chief Operations Officer, and its coordinator is Brad Milliken, Director of Maritime. Notifications and communications should be directed to such coordinator at the following street address and electronic mail:

Name: Brad Milliken
Title: Director of Maritime
Global Support and Development
929 Jay Street, Suite 300, Charlotte, NC 28208, USA
E-mail: bmilliken@gsd.ngo with a copy to legal@gsd.ngo

9.3 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 9.1 and 9.2, 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.

9.4 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 X: PRIVILEGES AND IMMUNITIES

10.1 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 XI: DISPUTE RESOLUTION

11.1 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 3.4, 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 XII: OWNERSHIP OF INTELLECTUAL PROPERTY

12.1 Each Party retains all rights, title and interest in and to any copyrights, patents, trade secrets, and other intellectual property rights it owned, controlled and/or had license to use as of the Effective Date of this MOU.

12.2 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.

12.3 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.

12.4 Nothing in this MOU shall be construed to grant either Party hereto any additional license or rights to any intellectual property or other interests owned, controlled or licensed by the other.

ARTICLE XIII: GENERAL PROVISIONS

13.1 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 X, and GSD agree to comply with the provisions of the Inter-American Convention Against Corruption and in the applicable norms of the country in which the programs, project and/or activities are executed in accordance with Article 3.4. Failure to comply with this provision shall constitute grounds for anticipatory termination of this MOU, pursuant to Article 13.6.

13.2 The Parties shall carry out the cooperation activities under this MOU in accordance with their respective applicable rules, policies and procedures, and with due regard to international human-rights standards .

13.3 Each Party does not tolerate any activity that may constitute or result in the sexual exploitation or abuse of vulnerable adults or children.

13.5 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.

13.6 This MOU shall enter into force upon signature by the duly authorized representatives of the Parties (the "Effective Date") and shall remain in force for three (3) years unless previously terminated by either Party in accordance with this article. 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 (30) notice. Notwithstanding the termination of this MOU, the supplementary agreements, memoranda of understanding and letters referred to in Article 3.4 that the Parties have signed and that have been duly financed shall be continued to completion unless the Parties mutually decide otherwise.

13.7 The Parties assume full responsibility for the claims and damages directly and proximately caused by actions or omissions of their corresponding representatives, officials, employees and contractors. If for any reason a third party should file a claim against one of the Parties in relation to a project executed by the Parties in agreement with Article 3.4, the responsible party shall be considered as the principal vis-à-vis the claimant and the sole party obligated to respond. The responsible party shall further be required to indemnify the other party for any damages it may suffer as a result of these claims.

13.8 Articles X, XI and 13.7 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 THE GSD:



Michael Court, OStJ
Chief Executive Officer
Global Support & Development

Place: Charlotte, NC, USA

Date: 16 July 2026

FOR GS/OAS:



Isabelle Valois
Executive Secretary for Integral Development

Place: Washington, D.C., U.S.A.

Date: July 08, 2026

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Michael Court

mcourt@gsd.ngo

Chief Executive Officer

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Brad Milliken

bmilliken@gsd.ngo

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Completed	Security Checked	7/16/2026 2:52:09 PM

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