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MEMORANDUM OF UNDERSTANDING
Between
THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES (GS/OAS) THROUGH THE INTER-AMERICAN COMMITTEE ON PORTS (CIP)
and
PREPARED INTERNATIONAL (PPI)

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 a 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,

Prepared International GmbH (hereinafter referred to as PPI), a German consultancy with offices located at Obereck 14, 83122 Samerberg, Germany, represented by Dr. Albrecht A. Beck, Managing Director,

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

CONSIDERING:

That PPI is a leading expert consultancy organization in disaster risk management, emergency preparedness and response, climate change adaptation and the maritime sector, for both the public and private sectors in over 100 countries;

That, through its work, PPI contributes to the prevention of loss of life, the protection of assets and the safeguarding of sustainable development by mitigating disaster risks, strengthening preparedness and response capacities, and supporting the adaption to changing environments;

That PPI, through its Global Maritime Preparedness Programme, supports initiatives to strengthen port resilience, humanitarian logistics, and maritime emergency preparedness;

That the CIP of the GS/OAS is the only inter-American and intergovernmental forum that, with the active participation of the private sector, contributes to the improvement and development of ports in the Americas; and that the strengthening of institutional and human capacities is essential to achieving this objective and is of strategic interest to the CIP;

That, in recognition of their common purposes and shared interests, PPI and the GS/OAS have agreed to join efforts and cooperate in order to promote port resilience, disaster risk management, business continuity, and capacity building in the ports of the Americas; 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 with particular emphasis on port resilience strategies, disaster risk management and business continuity in 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 advance their common objectives and 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;

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; and

c) Technical resource and knowledge sharing relating to disaster risk management through the exchange of technical expertise, tools, resources, best practices and lessons learned to strengthen port operations, emergency preparedness, and humanitarian response capabilities.

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:

<u>International Cooperation</u>

a) Coordinate efforts on international issues of common concern.

b) Promote institutional and technical outreach to CIP Member States to encourage participation in the Parties' activities and dissemination of best practices for port and maritime development.

Technical Cooperation

c) Work together to initiate innovative studies, surveys, projects, and other initiatives for the benefit of port professionals.

Training

d) Promote institutional capacity building through courses, seminars, exercises, research, and/or development programs.

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 PPI 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.

g) Mutual announcement of the Parties' events and/or activities.

h) Provide opportunities for the CIP and PPI to promote their organizations and programs at each other's events through presentations, brochures, poster sessions, videos and other appropriate means subject to the rules and procedures of each Party.

Exchange of Views, and Information

i) Allow no more than two (2) observers from the PPI and the CIP, respectively, to attend, free of registration fees, each other's events, in accordance with the internal rules and regulations of each Party.

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 Parties may review the particular fields of cooperation listed above 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 Party.

3.4. Once the Parties have determined the programs, projects and/or activities to be implemented and the corresponding authorizations and funds have been obtained, the Parties shall enter into a supplemental agreement, memorandum of understanding or exchange of letters with the applicable terms and conditions for each program, project and/or activity. Each such supplemental agreement, memorandum of understanding or exchange of letters shall be signed by the authorized representatives of the Parties, and shall specify, inter alia, 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.

3.5. All legal instruments entered pursuant to Article 3.4 of this MOU shall be governed by the provisions of this MOU, unless expressly modified by the Parties in such legal instruments.

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 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 in writing with the consent of both Parties.

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 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 CIP and the Coordinator is Mr. Jorge Durán, Chief of the Secretariat. Notifications and communications should be directed to the Coordinator at the following 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 PPI for coordinating the activities under this MOU is Dr. Albrecht A. Beck, Managing Director. Notifications and communications should be directed to the Coordinator at the following address and electronic mail:

Dr. Albrecht A. Beck, or his successor
Managing Director
PPI – Prepared International GmbH
Obereck 14, 83122 Samerberg, Germany
Tel: + 49 172 80 23310
E-mail: albrecht.beck@prepared-international.org

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 or the GS/OAS, their personnel and their assets in accordance with the OAS Charter, relevant agreements, applicable national law, and the general principles and practices of international law.

ARTICLE VIII: DISPUTE RESOLUTION

8.1. 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.

8.2 The law applicable to the arbitration proceedings and to this MOU shall be the law of the District of Columbia, USA.

ARTICLE IX: GENERAL PROVISIONS

9.1. 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 PPI 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 9.4.

9.2 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.

9.3 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 9.4.

9.4 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 (30) days' 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 in writing.

9.5. Articles VII, VIII 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 (2) duplicate originals of this MOU, each equally valid on the date indicated below.

Executed this _____ day of _____, 2026

FOR PPI

Albrecht A. Beck
Managing Director
Prepared International GmbH

Place:

Date:

FOR GS/OAS:

Isabelle Valois
Executive Secretary for Integral Development

Place: Washington, D.C., USA

Date: October 16, 2026