MEMORANDUM OF UNDERSTANDING
BETWEEN
WOMEN IN MARITIME ASSOCIATION CARIBBEAN
AND
THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES THROUGH THE EXECUTIVE SECRETARIAT FOR INTEGRAL DEVELOPMENT

THE PARTIES TO THIS MEMORANDUM OF UNDERSTANDING (MOU), the General Secretariat of the Organization of American States (hereinafter "GS/OAS") a public international organization, with headquarters at 1889 F. St. N.W., Washington, D.C., 20006, represented by its Executive Secretary for Integral Development, Ms. Kim Osborne, with the technical assistance of the Secretariat of the Inter-American Committee of Ports, represented by the Chief of the Secretariat, Mr. Jorge Durán, and

Women In Maritime Association Caribbean (hereinafter "WiMAC"), a charitable organization duly registered under the Charities Act of Jamaica with registered offices located at the Office Centre Building, 12 Ocean Boulevard, Kingston, Jamaica, represented by Ms. Tamara Lowe, President,

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

CONSIDERING:

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;

That WiMAC is one of seven regional networks of women professionals in the maritime sector and established under the auspices of the International Maritime Organization (IMO);

That WiMAC is registered as an organization that works with women, maritime administrations, shipping industry partners, academic entities, women rights and gender allies, and other partners in 18 Caribbean countries and territories as a network for professional growth, gender equality in the sector, and the contribution of women to a safe and healthy maritime sector for strong Caribbean societies and economies.

That the objectives of WiMAC are to:

- Advocate for positive change on issues affecting women and the industry,
- Contribute / spearhead research and development on maritime issues and on gender equality/mainstreaming,
- Network, support and mentor women in the sector,
- Engage in dynamic partnerships with regional and global allies to strengthen the port and shipping industry,

- Support the development of responsive enabling legislative and regulatory maritime environments,
- Promote the sector as a viable option for all, and for over regional development.

That it is necessary to join efforts to promote the integral development of the ports of the Americas, utilizing the variety of possibilities and alternatives for training, using the variety of possibilities and alternatives for training and assistance 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).

HAVE AGREED to enter into this Agreement.

ARTICLE I: PURPOSE

1.1 The purpose of this Agreement 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 the port and maritime sector in the Americas with greater gender equality.

ARTICLE II: INTEREST AREAS

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, as well as private initiatives, in the execution of programs, projects and activities that promote the inclusive development of the maritime and port sectors; and

c) Joint execution of studies and projects on topics of common interest, subject to the agreement 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 3.4 of this MOU, in the following areas:

<u>International cooperation:</u>

a) Coordinating efforts in relation to and identifying international issues of common interest.

Technical cooperation:

b) Work together to carry out innovative studies, surveys, among other issues, which assist women port and maritime professionals.

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

Cooperation in Activities and Events:

d) Work in the dissemination, selection and awarding of scholarships for courses, certification programs and postgraduate programs, whether face-to-face, virtual or a combined methodology.

e) Evaluate the possibility of coordinating events and explore opportunities to develop joint programs.

Information Exchange:

f) Subject to their confidentiality restrictions, share research results and information for publications of both Parties, making available to OAS Member States, papers, technical articles, news and information on innovations and other port and customs development topics through electronic media; and

Gender Equality:

g) Development and support of advocacy initiatives, aimed at strengthening gender equality and encouraging greater participation of women in the port and maritime sector.

3.2 The areas of cooperation described above may be reviewed between the Parties over time, according to the needs that may arise.

3.3 Supplementary agreements, memoranda of understanding and letters to be signed under Article.

3.4. 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 Agreement 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 11.1 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 Agreement for the joint implementation of programs, projects and/or activities, this Agreement 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 Agreement 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
Chief of Secretariat
Inter-American Committee on Ports
1889 F Street, N.W.
Washington, D.C. 20006
United States of America
Tel.: (1-202) 370-5465
Electronic Mail: jduran@oas.org

6.2. The dependency responsible within WiMAC for coordinating the activities under this Agreement is Tamara Lowe, President, and the Coordinator is Ms. Valerie Simpson, Operations Manager, WiMAC Secretariat. Notifications and communications should be directed to the Coordinator at the following street address and electronic mail:

c/o The Maritime Authority of Jamaica
The Office Centre Building
Second Floor
12 Ocean Boulevard
Kingston
Email: secretariatwimac@gmail.com

6.3. All communications and notifications under this Agreement 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 Agreement 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: DISPUTE RESOLUTION

8.1. Any dispute that arises in connection with the application or interpretation of this Agreement or any supplementary agreement, memorandum of understanding or exchange of letters by virtue of Article 3.4, shall be resolved by direct negotiation between the Parties. If the Parties are unable to reach a mutually satisfactory solution, they shall submit the matter to a mutually agreed upon procedure of arbitration. The decision shall be final and binding and not subject to appeal.

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 Agreement. In addition, the GS/OAS, to the extent applicable and without prejudice to its privileges and immunities referred to in Article VII, and WiMAC 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 Agreement, pursuant to Article 9.4.

9.2 Modifications to this Agreement 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 Agreement and shall form part of it.

9.3 This Agreement 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 Agreement 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 Agreement, 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.

9.5. Articles VII and VIII shall survive the expiry or the termination of this Agreement.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this Agreement in duplicate on the date and at the place indicated below:

FOR WOMEN IN MARITIME ASSOCIATION CARIBBEAN:

Ms. Tamara Lowe
President

Place: Jamaica

Date: 2023-05-23

FOR THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES:

Kim Osborne
Executive Secretary for Integral Development

Place: Washington, D.C., USA

Date: 2023-05-02