

MEMORANDUM OF UNDERSTANDING

Between,

American Association of Port Authorities (AAPA), based in Alexandria, Virginia, represented by the President of the AAPA, Mr. Kurt Nagle and the Chair of the Board of Directors of the AAPA, Mr. Allen Domaas.

and

The Association of Canadian Port Authorities (ACPA) based in Ottawa, Canada, represented by Mr. Gary LeRoux, Executive Director of the ACPA and Mr. Sean Hanrahan, Chair of the Board of Directors of the ACPA.

I. PURPOSE

- 1.1 This Memorandum of Understanding (MOU) establishes the basis for mutual understanding and cooperation between the AAPA and the ACPA. It is understood that this MOU provides a framework to pursue cooperative projects of mutual interest. The President of the AAPA and the Executive Director of the ACPA are charged with the implementation of this MOU.
- 1.2 Any exchange of funds or other tangible resources in furthering the purposes of this MOU will require execution of a separate written instrument in accordance with applicable law.
- 1.3 The Parties agree that this MOU recognizes the autonomy of and implies no affiliation between the Parties.

II. AREAS OF INTEREST

- 2.1 By working together, the two organizations can greatly increase the force and effectiveness of their efforts in such key matters as:
 - 2.1.1 Port Development, in exchanging technology, know-how and information on design and building standards to make port facilities better constructed, more efficient and secure.
 - 2.1.2 Cooperation with government agencies and private initiatives in the execution of programs, projects and activities for port development.

- 2.1.3 Human capital development, including appropriate technical training and personnel improvement to achieve optimal port performance.
- 2.1.4 Port security, in ensuring the safety of passengers, crew members, vessels and port facilities, as well as in securing necessary funding for implementation of appropriate programs and infrastructure.
- 2.1.5 Industrial safety, in risk prevention of all problems that impact persons, freight, or vehicles that operate within a port system, as well as in securing necessary funds for implementation of appropriate programs and infrastructure.
- 2.1.6 Environmental quality issues, in operating port facilities in an environmentally sensitive manner, as well as in securing necessary funding for implementation of appropriate programs and infrastructure.
- 2.2 The undersigned organizations agree that ability to achieve their individual and shared public goals will be enhanced substantially by undertaking the collaborative approach outlined in this MOU.

III. AREAS OF MUTUAL COOPERATION

- 3.1 It is agreed that, in order to strengthen the cooperation between the two organizations and to enhance their effectiveness in representing the interests of seaports in various international maritime forums, AAPA and ACPA agree to cooperate in the following fields while recognizing their individual identities, membership expectations, and traditions:

International Collaboration

- 3.1.1 Coordinating efforts on international issues of common concern (e.g., IMO and its relevant bodies, especially with respect to the Canada-US trading relationship).

Technical Cooperation

- 3.1.2 Establish a cooperative working relationship between technical committees with common interests, using mutual representation as appropriate.
- 3.1.3 Take advantage of working together in committees to initiate innovative worldwide studies, global surveys, etc., that can assist ports in both organizations.

Events Cooperation

- 3.1.4 To identify ongoing opportunities for the parties to collaborate in each other's conferences, seminars, training, technical committees, etc., to

promote wider understanding and adoption of the shared principles expressed in this MOU.

- 3.1.5 Coordinate event schedules to encourage maximum participation on the part of members of the two organizations and exploration of opportunities for joint programming.
- 3.1.6 Mutual announcement of each other's events and creating mutual links on each other's websites.
- 3.1.7 Providing at events the possibility for the other association to promote itself and its programs by, e.g., presentation, brochures, poster sessions, videos and other means.

Exchange of Views, Information & Others

- 3.1.8 Allow one or two observers (Chair/Executive Officers) to attend, free of registration fees, each other's highest managerial meeting, in accordance with its internal rules and regulations (for AAPA and ACPA Annual Meetings and Conferences).
 - 3.1.9 Share research findings and publications to strengthen the exchange of information.
 - 3.1.10 Encourage registration and participation in both ACPA and AAPA seminars.
 - 3.1.11 Continue to evolve other areas and programs of mutual cooperation in the spirit of the MOU.
- 3.2 The above particular fields of cooperation may be reviewed from time to time, as needed, between the Parties.

IV. NOTICES

- 4.1. All notices for the AAPA in relation to this MOU should be sent to:

Mr. Kurt Nagle, President & CEO
American Association of Port Authorities
1010 Duke Street
Alexandria, VA 22314

- 4.2 All notices to the ACPA should be sent to:

Mr. Gary LeRoux, Executive Director
Association of Canadian Port Authorities
1502-85 Albert Street
Ottawa, CANADA K1P 6A4

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

V. MODIFICATIONS - TERMINATION

5.1 Any alterations, variations, modifications, extensions or waivers of provisions of this MOU shall only be valid when they have been reduced to writing, duly approved and signed by the authorized representatives of both Parties, and attached to the original of this MOU.

5.2 Both Parties agree that this MOU may be terminated by either Party by written notice to the other Party of such intent at least sixty (60) days prior to the effective date of such termination.

VI. SIGNATORIES

Sean Hanrahan
Chair, ACPA

Date

J. Gary LeRoux
Executive Director, ACPA

Date

Allen Domaas
Chair, AAPA

Date

Kurt Nagle
President, AAPA

Date