

MEMORÁNDUM
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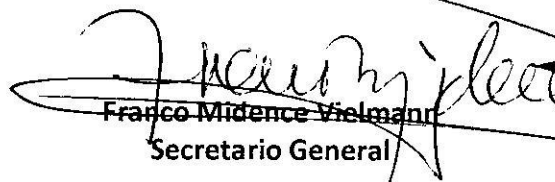
PARA: Carmen Peña
Departamento de Transparencia


DE: Franco Midence Viemann
Secretario General

ASUNTO: Remisión de documentación para publicación

FECHA: Puerto Cortés, 14 de octubre de 2022

En atención a lo dispuesto en el Artículo 13 numeral 12 de la Ley de Transparencia y Acceso a la Información Pública, se remiten para publicación Copia de Convenio ratificado por el Consejo Directivo de la Empresa Nacional Portuaria.


Franco Midence Viemann
Secretario General



FRAMEWORK AGREEMENT FOR MUTUAL COOPERATION BETWEEN THE PORT AUTHORITY OF NEW ORLEANS IN THE UNITED STATES OF AMERICA AND THE NATIONAL PORT COMPANY OF THE REPUBLIC OF HONDURAS

It is hereby stated in the following undersigned Inter-institutional Agreement, entered into by the BOARD OF COMMISSIONERS OF THE PORT OF NEW ORLEANS, with RUC No. 20509645150, with legal address at 1350 Port of New Orleans Place New Orleans, LA 70130 of the State of Louisiana, represented by Brandy D. Christian, President and CEO, dated 19 of August, 2022, who will hereinafter be called PORT NOLA, and on the other hand, EMPRESA NACIONAL PORTUARIA DE LA REPUBLIC OF HONDURAS, with legal domicile in the City of Puerto Cortes, Department of Cortes, first street, first avenue of Barrio el Centro, duly represented by its Minister General Manager, Mr. CARLOS ARTURO BUESO CHINCHILLA, of legal age, married, Doctor Medicine and Surgery, Plastic Surgeon, Honduran, from San Pedro Sula, department of Cortés and in transit through this city, with Identity Card Number 1401-1975 -00025, in his capacity as Minister General Manager of the NATIONAL PORT COMPANY (ENP), an institution created by Decree Number Forty (40) of the National Congress, dated October fourteen (14) nineteen sixty-five, therefore Representative Legal of the same, as evidenced by Minutes Number 906/2022 of the Ordinary Session dated February Twenty-four (24) of the year Two Thousand and Twenty-two (2022), held by the Board of Directors of the National Port Company, which hereinafter will be called THE ENP.

Desiring to strengthen cooperation on mutual interest to establish a cooperation alliance with the purpose of promoting, before the shipping, logistics and port community, the conditions of infrastructure and port equipment in the ports of Honduras and in the port of New Orleans;

Considering that ports form an important part of the international trade logistics chain and the sustainable development of their capacities;

Determined to establish a mutually fruitful cooperation in the field of Cooperation in relation to the conditions of port infrastructure and equipment;

Encouraged in order to adopt and implement a set of actions aimed at institutional strengthening of both countries;

The Parties agree to the following:

Section One

Background

ARTICLE 2.- Ports are an important part of the logistics chain of international trade and the sustainable development of their capabilities has a positive influence on improving the competitiveness of the logistics chain and must be in tune with the growth trend and innovations of the international maritime port industry.

ARTICLE 3.- THE PARTIES may carry out an exchange of port technical information, sharing the good practices of strategic planning for the development of seaports and complying with the policies of environmental protection, security, and social responsibility for the effective management of the different types of cargo, helping ports to strengthen their logistics capabilities.

ARTICLE 4.- The actions and initiatives to be undertaken in matters of port cooperation will contribute to increase the current level of economic development through better and greater job opportunities and income for **THE PARTIES**.

ARTICLE 5.- THE PARTIES: may carry out scheduled activities to improve the planning of the competitiveness of port services to clients and/or managed by virtue of the present Agreement.

ARTICLE 6.- THE PARTIES may design strategies and programs to expand and promote port development, as well as simplify administrative processes and the provision of port services.

Section Two

Object

ARTICLE 7.- The main purpose of this Agreement is to create a collaboration framework and undertake joint initiatives within the framework of their respective abilities and in accordance with the provisions of their respective legal framework to carry out joint market activities, exchange of information, market studies, modernization and improvements, training, and technological exchange.

Section Three

Actions/Activities of the Parties

ARTICLE 8.- The Actions and Activities that **THE PARTIES** undertake are the following:

a) Joint market activities: As deemed appropriate, **THE PARTIES** may jointly undertake

mutual interest through institutional communication channels, as long as they do not require a budget expense for the institution.

b) Exchange of information: **THE PARTIES**, in accordance with the levels of confidentiality, may exchange information on the trends projections in international commercial traffic. **THE PARTIES** may also exchange the information they deem convenient regarding merchandise in transit or transshipment, types of merchandise, cargo volumes, future plans and line services; as well as share estimation methodologies, statistical projections and indicator calculations, with the aim that both Parties become a benchmark for the region.

c) Market studies: **THE PARTIES** may exchange information obtained through studies carried out by them or by consultants as well as data that may be of interest to the other Party. The information obtained from the studies will be treated confidentially. **THE PARTIES** may also carry out joint studies on their respective areas of interest.

d) Modernization and improvements: **THE PARTIES** will make their best efforts to share information regarding the improvements and/or modernization plans that are developed and whose purpose is to satisfy the increased demand for services provided to customers and/or administered to promote competition, if necessary, as well as seek to increase the quality of the services offered by each of the Parties.

e) Training: **THE PARTIES** may share information on training programs and jointly develop seminars, as well as plan and carry out exchange programs.

f) Technological exchange: **THE PARTIES** may share their learning and training experiences in the implementation of technological programs, as well as information about them. In turn, they will be able to create new methodologies and technological developments jointly, taking advantage of existing information systems.

Section Four

Resolution

ARTICLE 9.- Any of **THE PARTIES** may terminate this Agreement, by means of written notification to the other Party, thirty (30) days prior to its expiration date.

Section Five

Modifications

ARTICLE 11.- If necessary, the expenses derived from the execution of this Agreement will be assumed by each of **THE PARTIES** in which it corresponds and in accordance with their budget availability.

Section Seven
Free Adhesion and Separation

ARTICLE 12.- THE PARTIES expressly declare that this Agreement is of free adhesion and separation.

ARTICLE 13.- Additionally, it is expected that similar agreements entered by **THE PARTIES** with other public or private institutions for the fulfillment of their institutional purposes will not affect the agreements established in this Agreement.

Section Eight
Confidentiality

ARTICLE 14.- Except when disclosure is required by applicable law, **THE PARTIES** declare their intention to keep confidential the information provided to them.

ARTICLE 15.- It is expected that the information obtained by one of **THE PARTIES** during or because of compliance with this Agreement, as well as the reports and all kinds of documents generated in relation to it, will be confidential.

ARTICLE 16.- This understanding will remain in force after the conclusion of this Agreement.

Section Nine
Legal Nature

Article 17.- The present agreement doesn't create any legally binding rights or obligations to any of the parties nor for their respective States.

Section Ten
Coordinators

ARTICLE 18.- THE PARTIES designate as their representatives, who will be responsible for the actions that allow the implementation of the commitments provided for in this Agreement, the following officials:

ARTICLE 19.- Any discrepancy or dispute arising from the interpretation or compliance with this Agreement shall be resolved through coordination between **THE PARTIES**, following the rules of good faith and common intention.

ARTICLE 20.- To this end, communications will be made by means of simple letters or institutional emails, to be sent between the designated officials as well as their representatives.

ARTICLE 21.- The points in dispute will be resolved within thirty (30) business days, extendable only once for a similar period. If no agreement is reached, either of **THE PARTIES** may terminate this Agreement.

Section Twelve

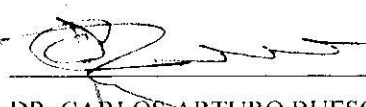
Term of Validity

ARTICLE 22.- This Agreement will be valid for two (2) years, renewable by written agreement between the Parties.

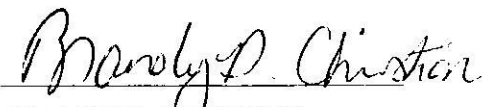
Section Thirteen

Agreement

ARTICLE 23.- Being **THE PARTIES** in agreement with the content of each and every one of the sections, the legally authorized representatives, sign this Agreement digitally, as a sign of conformity, in the city of New Orleans State of Louisiana United States, on the 19th day of the month of August 2022.


DR. CARLOS ARTURO BUESO CHINC
MINISTER GENERAL MANAGER
National Port Company, Honduras C.A




BRANDY D. CHRISTIAN
PRESIDENT AND CEO
Port of New Orleans, United States