

MEMORANDUM OF UNDERSTANDING

Between the

National Port Administration of Cuba

and

Broward County's Port Everglades

This Memorandum of Understanding (MOU) is entered between the **National Port Administration of Cuba** and the **Broward County Port Everglades Department**, based in Broward County, Florida, United States of America, (hereinafter collectively referred to as the "parties").

WHEREAS,

The **parties** believe it is in their mutual interest to establish an alliance of cooperation aimed at generating new business by promoting the all water route between Port Everglades in Broward County, Florida and the Ports in Cuba;

Such new business would help to increase the present level of economic growth by increasing job opportunities and revenues at Port Everglades and increasing revenues at the Ports in Cuba;

The **parties** are constantly undertaking a series of activities aimed at improving customer service; and,

The **parties** desire to cooperate in achieving a generation of new and improved business and increasing their level of services available.

NOW, THEREFORE, the **parties** agree to:

1. Undertake joint initiatives, subject to their respective laws and regulations, to satisfy the above stated objectives which will include:
 - a. Joint Marketing Activities – As convenient, the **parties** may elect to undertake joint marketing efforts to generate new shipping business. These joint marketing efforts may include, but are not limited to, joint advertising activities aimed at promoting the all water route; joint exhibitor booths at maritime events; joint press conferences; editorial placement and other public relations materials or activities of mutual interest.
 - b. Data Interchange – The **parties** may elect to share data that may be helpful in forecasting future trade flows, development marketing strategies and obtaining additional knowledge about the shipping market. The **parties** may also exchange information that may include, but is not limited to transit information, type of commodities, cargo tonnage, future plans, and liner services.
 - c. Market Studies – The **parties** may elect to exchange information contained in studies performed by them or by their consultants or representatives that may be of interest to the other party. The information contained in the studies shall be treated in a

confidential manner, to the extent allowed by the parties' respective laws and regulations. The **parties** may also elect to perform joint studies that address their areas of respective interest.

- d. Modernization and Improvements – The **parties** may elect to share information regarding improvements and/or modernization efforts being undertaken and which may have as a purpose the need of satisfying an increase in demand or improved customer services.
 - e. Training – The **parties** may elect to share information on training programs and may develop joint training seminars as well as cross-training activities.
 - f. Technological Interchange – The **parties** may elect to share their technological capabilities and programs as well as the information contained in them.
2. The **parties** intend that this relationship will continue for five years, and be renewable for an additional period upon mutual agreement of both parties.
 3. Either party may terminate the relationship, by informing the other, in writing, and giving a thirty (30) day notice of termination of this Memorandum of Understanding.
 4. Both **parties** are free to form other partnerships, of a similar or identical nature, with other entities.
 5. This Memorandum sets forth the complete agreement of the **parties** with regard to this alliance of cooperation. It may be amended in writing only, and such amendment shall be signed and dated by both parties.
 6. Each Party understands and agrees that neither Party shall cause to the other Party any charge, costs or obligations whatsoever, as a result of the MOU. Each Party shall not be liable for and shall not pay any expenses/costs that may occur as a result of the other party's activities hereunder this MOU unless prior written consent of the other Party is secured.
 7. This document to sets forth the general intentions of the **parties**, and does not set forth any legally binding rights or obligations. This MOU will be effective upon signature by the authorized representative of each of the **parties**.

National Port Administration of Cuba

Broward County Port Everglades Department

By: Manuel Perez Guerra

By: Steven M. Cernak, P.E., PPM

Title: General Director

Title: Chief Executive / Port Director

Dated: _____

Dated: _____