



MEMORANDUM OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING BETWEEN THE NATIONAL WATERWAY TRANSPORTATION AGENCY - ANTAQ, THE BRAZILIAN ASSOCIATION OF PORT AND WATERWAY ENTITIES - ABEPH, AND THE WORLD ASSOCIATION FOR WATERBORNE TRANSPORT INFRASTRUCTURE - PIANC FOR THE PURPOSES IT SPECIFIES.

The **National Waterway Transportation Agency - ANTAQ**, a Federal Agency, created by the Law No. 10,233, of June 5, 2001, headquartered in Brasília-DF, at SEPN Q. 514 Norte Bloco "E" Antaq Building, CNPJ/MF 04.903.587/0001-08, herein represented by its General Director Eduardo Nery Machado Filho, designated for the position under the terms of the Decree of October 28, 2020, holder of the general registry 2010303725 (Crea/RJ) and registered with the CPF 011.651.487-65, resident and domiciled in Brasília – DF, Brazil;

The **Brazilian Association of Port and Waterway Entities - ABEPH**, Private Association, headquartered in Brasília-DF, at Centro Empresarial Norte – Ala A, Asa Norte, CNPJ/MF 42.584.789/0001-15, herein represented by its Chief Executive Officer Mayhara Monteiro Pereira Chaves, holder of the general record and registered with 1697714/SSP/ES the CPF 099.930.357-00, resident and domiciled in Fortaleza – CE, Brazil; and

The **World Association for Waterborne Transport Infrastructure - PIANC**, a Private Non-Profit Association, based in Brussels - Belgium, headquartered at *1000 Brussels, Boulevard du Roi Albert II, 20, 11th floor, box 3*, VAT N° BE 408287945 herein represented by its President, Francisco Esteban Lefler, ID 05354700R, bearer of the general record, resident in La Lastrilla, Spain and domiciled in Brussels, Belgium.



Decide to celebrate this Memorandum of Understanding – MoU by common agreement and in the best legal format to establish joint actions to improve Brazil's work with the PIANC, based on the provisions of Process N° 50300.019363/2022-26 CONSIDERING THAT:

- A. PIANC is a global non-political and non-profit-making scientific organization composed of members from governments, corporations, and private companies. The organization was established in 1885, to provide guidance and technical advice for a sustainable waterway transport infrastructure for ports, marinas, and waterways, in developed and developing countries;
- B. Brazil is a "Qualifying Member" of PIANC due to ANTAQ's representation in the institution since 2007. The country is represented by the First Delegate, the Director-General of ANTAQ, who is entitled to vote at the Annual General Assembly – AGA and at any formal vote in the association;
- C. ABEPH aims to defend and coordinate interests, and exchange information on any port issues, including studies, and research on technical, economic, and legal aspects that may contribute to the improvement of methods of construction, operation, administration of port facilities and services, as well as the solution of Brazilian port issues through the study and debate in congresses or specific meetings of its associates.

CLAUSE ONE - OBJECTIVE

The objective of this Memorandum of Understanding is to establish a partnership between PIANC, ANTAQ, and ABEPH to join forces for implementing a PIANC National Section in Brazil, aiming to promote the objectives and activities of the Association in the country, both among its members and with other related organizations.



CLAUSE TWO - TECHNICAL MEETINGS

To achieve the agreed objective, the Parties will hold technical meetings in which they will contribute to making the objective viable.

Subclause one. The frequency of the meetings shall be established according to the need imposed by the objective.

Subclause two. The meetings shall produce minutes and shall become an integral part of this Memorandum.

CLAUSE THREE - OF THE COMMON RESPONSABILITIES

In order to achieve the objective established in this Memorandum of Understanding, to the extent of their possibilities, the Parties intend to:

I - Elaborate a draft of the Statute with the establishment of Rules and Regulations for the National Section;

II – Promote the exchange of information provided that it is not protected by a legal obligation of secrecy;

III - Promote the articulation between public and private institutions to foster and facilitate alliances that are beneficial for the development of priority themes to the Parties;

Subclause One – The parties agree to offer, in a regime of mutual collaboration, all facilities for the implementation of this instrument, ensuring that, to the limits of its possibilities, there is no shortage of human, material, and facilities resources.

CLAUSE FOUR - ANTAQ's RESPONSIBILITIES



In order to achieve the objective established in this Memorandum of Understanding, ANTAQ's duties are, in line with the PIANC Statute and Rules and Regulations:

- I – To represent Brazil at PIANC, by a First Delegate, who is the Director-General of ANTAQ, or a substitute appointed by him;
- II – To participate in the meetings of the Council and Annual General Assembly of the PIANC;
- III – To promote the development of relationships and approximation with other National Sections.

CLAUSE FIVE - ABEPH's RESPONSIBILITIES

To achieve the objective established in this Memorandum of Understanding, ABEPH's duties are, in line with the PIANC Statute and Rules and Regulations:

- I – To organize the administrative activities of PIANC in Brazil, according to the guidelines of PIANC and ANTAQ;
- II – To host the secretariat of the National Section in Brazil;
- III – To participate, with ANTAQ, in PIANC meetings.

CLAUSE SIX - PIANC RESPONSABILITIES

To achieve the objective established in this Memorandum of Understanding, PIANC's duties are, in line with the PIANC Statute and Rules and Regulations:

- I – To provide the guidelines for the implementation of the National Section in Brazil;
- II – To support, as applicable, the initiatives of the National Section of Brazil.



CLAUSE SEVEN - FINANCIAL RESOURCES

This Memorandum of Understanding does not imply any financial transfers between the Parties. Any expenses that may be necessary for the full achievement of the agreed objective, such as: staff, displacements, communication between the Parties and any others that may be necessary, will be subject to the budget availability of the Parties and their specific rules. The services resulting from the present Memorandum of Understanding will be provided in a regime of mutual cooperation, and the Parties will not receive any remuneration.

CLAUSE EIGHT - HUMAN RESOURCES

The human resources used by any of the Parties, as a result of the activities inherent in this Memorandum, will not suffer any change in their binding or entail any burden to the other Party. The activities will not imply the transference of any employees, who may only be appointed to perform a specific action provided for in the agreement and for a specified period.

CLAUSE NINE - TERM

This Memorandum of Understanding is going to take effect from the signature or publication and will be valid for 12 months. It may be extended by the Parties involved, through an Amendment to this MoU.

CLAUSE TEN - MODIFICATIONS

This Memorandum may be modified, in whole or in part, by an Amendment, as long as its main objective is maintained.

CLAUSE ELEVEN - INTELLECTUAL PROPERTY RIGHT

The intellectual rights arising from this Memorandum of Understanding are part of the property of the parties, subjecting to the rules of the specific legislation.



By means of a specific instrument, which should accompany the present, the discipline as to the procedure for the recognition of the right, enjoyment, use, availability and confidentiality, when necessary, must be agreed upon the Parties.

Subclause One. The rights are equally conferred to the Parties, whose performance must be together, unless otherwise stipulated.

Subclause Two. The disclosure of the partnership's product depends on the prior consent of the Parties.

CLAUSE TWELVE - TERMINATION

This Memorandum of Understanding will terminate: a) by the advent of the Final Term, without the Parties having until then signed an Amendment to renew it; b) by communication of any of the Parties, if it is no longer interested in maintaining the partnership; c) by consensus of the Parties before the end of term, which must be duly formalized.

CLAUSE THIRTEEN - PUBLICATION

The Parties must publish the extract of this Memorandum of Understanding on their official website.

CLAUSE FOURTEEN - ADVERTISING AND DISCLOSURE

The publicity as a result from the acts, programs, works, services and campaigns, arising from this Memorandum of Understanding, must have an educational, informative, or social orientation character, without names, symbols or images that characterize personal promotion of public authorities or servants, with the provisions of Article 37, §1, the Brazilian Federal Constitution, and Normative Instruction N° 02, 20 April 2018 of the General Secretariat of the Presidency of the Republic.



CLAUSE FIFTEEN - UNFORESEEN CIRCUMSTANCES

Any situations not foreseen in this instrument will be resolved by mutual agreement between the Parties, whose direction must aim at the full execution of the objective.

Signed in Barcelona - Spain, on November 24, 2022, in Portuguese and in English. In case of any divergence, the English text will prevail.

Eduardo Nery Machado Filho
General Director

National Waterway Transportation Agency - ANTAQ

Mayhara Monteiro Pereira Chaves
President

Brazilian Association of Port and Waterway Entities - ABEPH

Francisco Esteban Lefler
President

World Association for Waterborne Transport Infrastructure – PIANC