



MEMORANDUM OF UNDERSTANDING
BETWEEN
THE FEDERATION OF NATIONAL ASSOCIATIONS OF SHIP
BROKERS AND AGENTS
AND
THE ARAB FEDERATION OF CHAMBERS OF SHIPPING
Cairo – 10 May 2016

This Memorandum of Understanding (hereinafter the MOU) is concluded between the FEDERATION OF NATIONAL ASSOCIATIONS OF SHIP BROKERS AND AGENTS (hereinafter FONASBA) and the ARAB FEDERATION OF CHAMBERS OF SHIPPING (hereinafter AFCS).

FONASBA and AFCS may also be individually referred to as “Party” or collectively as “Parties”.

RECOGNISING that the promotion and protection of the professions of ship broker and ship agent, and the enhancement and improvement of standards of performance and professionalism within those sectors are the stated aim of both FONASBA and AFCS,

RECOGNISING FONASBA’s role as the united voice of the global ship broking and ship agency professions

RECOGNISING that FONASBA does not provide any facilities for the commercial advancement or securing of commercial business by its members or companies represented by those members

RECOGNISING that AFCS has within its membership ship broker and ship agent associations across the Arab world

RECOGNISING that AFCS is prevented by its statutes from joining international organisations such as FONASBA

NOTING the common interests of both FONASBA and AFCS in developing closer cooperation between the Parties for the mutual benefit and advancement of their members,

The Parties agree that their common objectives can be achieved through the establishment of a cooperation agreement under the provisions of this MOU as follows:

ARTICLE I – GENERAL COOPERATION

- 1.1. The Parties agree to strengthen further the mutual cooperation through the development and operation of policy, technical and practical arrangements and initiatives.
- 1.2. The Parties note and respect the provisions of the counterparty’s Articles of Association and By Laws, or other such rules and regulations, (hereinafter the “Rules”) governing the operation of the association and shall ensure that no action, undertaken jointly or severally, by the Parties breaches those Rules, or causes them to be breached.

- 1.3. The Parties shall each have observer status in each other's organisations. Save as maybe defined elsewhere in the Rules, this shall entitle the parties to attend and participate each other's meetings but without the right to vote or to nominate representatives to the counterparty's council, board of directors or equivalent body.
- 1.4. The Parties shall also strive to promote, to the extent possible, the implementation and widespread use of relevant standards and procedures to achieve best practice and industry-leading service levels amongst their members.
- 1.5. The Parties may consult each other, as needed, on matters of common interest for the purpose set forth in this MOU.
- 1.6. The Parties will examine and develop ways in which cooperation and consultation between FONASBA and AFCS could be improved across all areas of interaction.
- 1.7. The Parties will consider practical ways in which FONASBA and its members might assist AFCS in the development and implementation of high professional standards in ship broking and ship agency in AFCS member states.
- 1.8. The Parties will develop and implement procedures, initiatives and actions aimed at assisting AFCS members in promoting the role of the ship broker and ship agent with the relevant authorities in AFCS member states.
- 1.9. The Parties will provide each other with a formal point of contact and their respective email address and telephone number to facilitate communication.
- 1.10. The Parties may decide to exchange information in fields and projects of mutual interest, in accordance with the aims and provisions of this MOU.
- 1.11. The Parties further agree that all administrative matters linked to the execution or operational feasibility of this MOU shall be decided and formalized in documents to be agreed upon later by the Parties, as the case may be.

ARTICLE II – ASSISTANCE PROVIDED BY FONASBA

FONASBA will to the extent possible:

- 2.1. Attend such AFCS meetings as are open to observers and intervene, as appropriate, to provide appropriate input to discussions, share its members' views or explain their interests.
- 2.2. Furnish the AFCS with such information, or access thereto, as maybe useful or relevant in achieving the aims set out in Article I.
- 2.3. Make its representatives available to such specialist AFCS working groups or other ad hoc groups as may be open to them and relevant to FONASBA's interests.
- 2.4. Foster and encourage consultation and cooperation at national and regional levels with AFCS member administrations.
- 2.5. Encourage experts to attend and participate in AFCS meetings at which such expertise may be helpful to the discussions.
- 2.6. Identify its relevant expertise to assist in AFCS research and capacity building carried out in cooperation with AFCS.
- 2.7. Use the FONASBA website and publications, as well as routine internal communications to focus members' attention on the priorities and activities of AFCS and to foster and encourage dialogue between FONASBA and AFCS members.
- 2.8. Grant AFCS access to the Members' Area of the FONASBA website under such conditions and restrictions as FONASBA may from time to time determine.

ARTICLE III – ASSISTANCE PROVIDED BY AFCS

AFCS will to the extent possible:

- 3.1. Send representatives to relevant FONASBA meetings, participate actively and contribute to the proceedings.
- 3.2. Facilitate access by FONASBA to those AFCS members that may be eligible to join FONASBA and actively encourage those members to join FONASBA.
- 3.3. Encourage its members to adopt and implement the FONASBA Code of Conduct, as same shall be in accordance with local laws and regulations.
- 3.4. Provide FONASBA and its members with information on the activities of AFCS members and invite FONASBA to provide such guidance and assistance as may be required to resolve regulatory, statutory or other issues at national or regional level.
- 3.5. Actively encourage its members to support FONASBA initiatives including, but not limited to, the FONASBA Quality Standard, the FONASBA Port Procedures Survey and the FONASBA education and training programme.
- 3.6. Actively encourage its members to seek licensing or official recognition, as appropriate and desirable, of the professions of ship brokers and ship agents by national and regional authorities.

ARTICLE IV – MISCELLANEOUS

- 4.1. Notwithstanding any provisions to the contrary in this MOU, this MOU constitutes an expression of mutual good faith and is not intended to create legally binding obligations on either Party. This MOU does not commit either of the Parties to enter into or provide support for any specific activity or project/programme. This MOU does not represent any commitment on the part of either Party to give preferred treatment to the other in any matter contemplated under this MOU.
- 4.2. Any specific activities identified under this MOU as opportunities for cooperation between the two Parties will be the subject of additional written agreements entered into in accordance with the internal and respective objectives, functions, policies and procedures, funding constraints and the formal approval of the Parties' relevant decision-making bodies, as appropriate.
- 4.3. In keeping with the administrative nature of these arrangements, no provision of this MOU will be construed to interfere in any way with the independent decision-making autonomy of the two Parties with regard to their respective affairs and operations.
- 4.4. Nothing in this MOU shall be construed as creating a joint venture, an agency relationship, or a legal partnership between the Parties or an exclusive commitment for either Party.
- 4.5. Nothing in this MOU is intended to be, or should be construed as a waiver of the privileges and immunities of either Party or its officers and employees, which privileges and immunities are hereby specifically reserved.
- 4.6. This MOU shall enter into force on the date of its signature by both Parties.
- 4.7. This MOU shall be reviewed upon the request of either the General Manager of FONASBA or the (insert title of relevant AFCS official) and may be amended by mutual agreement in writing.
- 4.8. Either Party may terminate this MOU at any time by giving the other Party written notice of three months.

In witness whereof, the Parties have concluded the present MOU in 4 (four) originals in each of the English language and appended their signatures thereto:

**For the FEDERATION OF NATIONAL
ASSOCIATIONS OF SHIP BROKERS AND
AGENTS**

**For the ARAB FEDERATION OF
CHAMBERS OF SHIPPING**

**Mr. /Glen Gordon Findlay,
President of
The Federation Of National Associations
Of Ship Brokers & Agents "FONASBA"**

**R. Admiral/ M. Hatim El Kady ,
Chairman of
Arab Federation Of Chambers Of Shipping
"AFCS"**

M.O.U
AFCS & FONASBA