

# MEMORANDUM OF UNDERSTANDING

between the

**PANAMA CANAL AUTHORITY**

and the

**TENNESSEE-TOMBIGBEE WATERWAY  
DEVELOPMENT AUTHORITY**

This Memorandum of Understanding (**MOU**) is entered between the **Panama Canal Authority (ACP)**, an autonomous legal entity established by the Constitution of the Republic of Panama under public law and having its main offices in Balboa, Panama in the Republic of Panama and the **Tennessee-Tombigbee Waterway Development Authority (TTW)**, a four-member interstate compact consisting of the States of Alabama, Kentucky, Mississippi, and Tennessee established by U.S. Public Law 85-653 and based in Columbus, Mississippi (hereinafter collectively referred to as the “**parties**”).

WHEREAS,

The **parties** hereto 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 Asia and the United States mid-southern states via the Panama Canal and the inland navigable waterway system known as the Tennessee-Tombigbee Waterway consisting of the States of Alabama, Kentucky, Mississippi, and Tennessee and its connecting waterways;

Both **parties** recognize the potential economic and environmental benefits of an all water route including the use of the inland waterway system.

Such new business would help to increase the present level of economic growth by increasing job opportunities and revenues within the Tennessee Tombigbee Waterway region and increasing revenues at the Panama Canal;

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

The **parties** desire to cooperate in improving their business practices and in increasing their level of services available.

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

1. Undertake joint initiatives, subject to their respective 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, developing marketing strategies and obtaining additional knowledge about the shipping market. The **parties** may also exchange information on subjects of interest 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. 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 including, but not limited to, the exchange of **parties'** representatives for a limited period of time.
  - f. Technological Interchange - The **parties** may elect to share their technological capabilities and programs as well as the information contained in them.
2. It is intended that this relationship will last for two years, renewable upon mutual agreement by both **parties**.
3. Either party may terminate this Memorandum of Understanding, by informing the other, in writing, and giving a thirty (30) day notice of termination.
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. It is the intention of this document to set forth the general intentions of the **parties**, and not to set forth any legally binding rights or obligations. This MOU will be effective upon signature by the authorized representative of each of the **parties**.

**Panama Canal Authority**

**Tennessee-Tombigbee Waterway  
Development Authority**

\_\_\_\_\_  
Alberto Alemán Zubieta  
Administrator/CEO

\_\_\_\_\_  
Michael D. Tagert  
Administrator

Date: \_\_\_\_\_

Date: \_\_\_\_\_