

# MEMORANDUM OF UNDERSTANDING

Between



Port of Koper plc  
Vojkovo nabrežje 38  
6000 Koper, Slovenija

&



Aqaba Port Corporation  
The Hashemite Kingdom of Jordan

## Regarding Cooperation in the Field of Trade & International Collaboration

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The Port of Koper of the Republic of Slovenia and the Aqaba Port Corporation of The Hashemite Kingdom of Jordan, hereinafter individually referred to as "Party" and collectively as the "Parties";

Desiring to establish a long-term cooperative relationship in the field of Trade & International Collaboration.

Convinced of the importance of such collaboration, which will reflect positively on economic development through facilitating trade and transport for goods and services, exchange knowledge and expertise.

Considering their common interest in conducting regular bilateral consultations on development and operation of these ports, and capitalizing on the common and diverse incentives such collaboration would entail

Have reached the following understanding:

### Article 1: "Objective"

The objective of this Memorandum of Understanding (MOU) is to increase bilateral relationship and to institute long-term bilateral cooperation in the field of Trade & International Collaboration between the Parties through holding regular consultations and engaging in bilateral activities with a view to establishing an effective collaboration basis that would formulate a competitive edge to the benefit of such unique ports, their Founders, Beneficiaries, stakeholders & Users.

## **Article 2: "Forms of Cooperation"**

The Parties agreed to cooperate on the basis of reciprocity and mutual benefit in the forms including, but not limited to:

- Exchanging key data and expertise for strategic development of these ports;
- Sharing experience and best practices for successful designation of viable management and promotion models of such ports;
- Structuring patterns for facilitating trade and transport flow between the two parties;
- Organizing training courses, conferences and reciprocal visits of companies and expert delegations in order to explore and exploit further collaboration opportunities;
- Encouraging their related enterprises and organizations to the extent possible, to engage in joint activities within the ports;
- Conducting consultations with a view to further advancing national legislation of the Parties in the field of these ports;
- Encouraging their respective private sectors to consider utilizing the benefits and incentives of both parties individually and through joint ventures;

Each Party agrees that it shall treat as confidential and shall not disclose the terms hereof or any information obtained from or about the other Party and its business which is not in the public domain, to any person who is not a Party except with the prior written consent of the other Party or where such Party is subject to an obligation to make such disclosure pursuant to applicable law. Parties hereby expressly declare and undertake to especially keep strictly the business themselves. This confidentiality clause shall maintain its effect till the termination of this Memorandum of Understanding.

## **Article 3: "Implementation"**

The authorities responsible for the implementation of this MOU are The Port of Koper of the Republic of Slovenia and the Aqaba Port Corporation of The Hashemite Kingdom of Jordan.

The Parties agreed to establish this bilateral relation in order – jointly - to maximize their role as major ports within their domestic region, Port of Koper as gate to Central and Southeast Europe and Aqaba Port as a gate to the Middle East and Levant region, therefore a Joint Working Group will be established for the coordination of the activities to be performed under this MOU.

The Joint Working Group will consist of members from the both parties and a representatives from the Embassy of Jordan in Vienna, Jordan Chamber of Commerce and CCIS. And shall meet at least once a year, alternately in Slovenia and Jordan. The Parties shall bear their own expenses with respect to the Joint Working Group meetings.

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**Article 4: "Legal and Financial Framework"**

This MOU does not constitute an international agreement binding upon the Parties under the International law. No provision of this MOU has legal or financial rights and obligations for the Parties.

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**Article 5: "Dispute Settlement"**

Any differences arising between the Parties from the interpretation and implementation of this MOU shall be resolved by friendly consultations and negotiations within the constructive spirit prevailing in the relations between the Parties.

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**Article 6: "Amendment"**

This MOU may be amended by written mutual consent of the Parties. No amendments to this MOU shall be valid unless executed in writing and signed by each Party here-to.

**Article 7: "Entry Into Force, Duration and Termination"**

This MOU shall enter into force on the date of its signature; & shall remain in force for a period of one (1) year and thereafter its validity shall be automatically extended for successive periods of one (1) year, unless a written notice of termination is given by either Party, two (2) months prior to its expiration.

Termination of the MOU shall be effective three (3) months after the date of such notice. Termination of the MOU shall not interrupt the implementation of projects and programs already under way.

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This MOU is of four (4) pages; and was signed in Aqaba – Jordan, on the .....of .....,  
..... in four (4) original copies; in English language.

The Port of Koper  
Vojkovo nabrežje 38  
6000 Koper, Slovenija

*for.* The Aqaba Port Corporation  
The Hashemite Kingdom of Jordan

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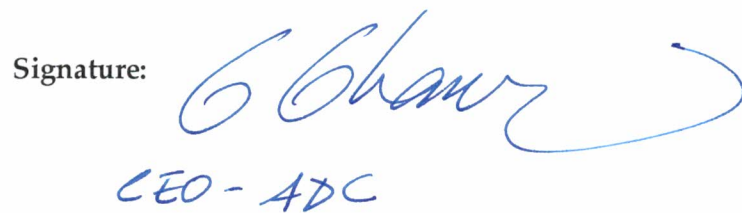
Name: Dragomir Matic  
Position: President of the Management Board

Signature: 

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*Ghassan Ghanem*

Name:  
Position:

Signature:   
CEO - APC

Name: Andraž Novak  
Position: Member of the Management Board

Signature: 

