



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MoU") is executed on the **First day of August 2024** ("Effective Date") between:

The National Maritime Foundation, a society registered under the Societies Registration Act, 1860, and having its registered office at the VARUNA Naval Officers' Mess Complex, Airport Road, NH 48, New Delhi 110010, hereinafter referred to as the NMF, which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns of the **ONE PART**;

AND

The Consumer Unity and Trust Society, a society registered under the Rajasthan Societies Registration Act, 1958, and having its registered office at D-217, Bhaskar Marg, Bani Park, Jaipur 302016, hereinafter referred to as the CUTS which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns of the **OTHER PART**;

(The NMF and Consumer Unity and Trust Society are hereinafter collectively referred to as "Parties" and individually as a "Party")

RECITALS

1. The NMF is a non-governmental maritime think tank registered under the Societies Registration Act, 1860. It provides a common platform for discourse between maritime related institutions, organisations and disciplines, both country-wide and internationally.
2. In moving towards its vision of being "*the foremost resource centre for the development and advocacy of strategies for the promotion and protection of India's maritime interests*", the nine formal Objectives of the NMF are:
 - (a) Provide constructive inputs for policy-formulation.
 - (b) Conduct substantial and substantive studies and research, spanning the entire spectrum of disciplines relevant to India's maritime interests.
 - (c) Study and evaluate factors affecting India's holistic maritime-security, with special focus upon opportunities, challenges, and vulnerabilities; and provide policy-recommendations relevant to the formulation of India's national security strategy.

- (d) Carry-out studies of international relations and geopolitical factors of strategic significance to India, with a view to suggesting maritime Confidence-Building Measures (CBMs), enhancing maritime cooperation amongst seafaring nations, and, achieving a stable security environment in the Indo-Pacific Region.
- (e) Initiate, undertake, organise and facilitate lectures, dialogues, workshops, study courses, conferences, seminars, symposiums, workshops and/or discussions, and other engagements to further individual, institutional and collaborative research, in matters relating to relevant aspects of global, regional, and national maritime affairs, and obtain and offer fellowships, prizes, scholarships, and stipends, in furtherance of the objectives of the Foundation.
- (f) Promote awareness and informed public debate on the importance of the maritime dimensions of India and its proximate and distant maritime environs.
- (g) Study India's maritime heritage and record, with the objective of disseminating knowledge of maritime history among India's youth, so as to generate abiding pride in our ancient maritime traditions and to keep them alive in the contemporary global environment.
- (h) Associate with government departments, educational institutions and other bodies with similar or allied aims.
- (i) Establish and maintain library-resources and information services so as to facilitate the study of maritime issues, as also undertake, facilitate and provide for the regular and periodic publication of newsletters, research papers, monographs, journals and books, any and all of which would further awareness-of and interest-in maritime affairs.

3. Indicative areas of research-interest of the NMF are listed in appendix to the MOU.

DETAILS OF THE PARTNER INSTITUTION

4. The CUTS International is a non-profit, non-governmental organization, working on public interest issues including consumer protection and good governance, international trade and development, competition, investment and economic regulation, human development, policy regulation in defence and strategic areas, and consumer safety etc.

5. The Parties are entering into this MOU to record the broad terms of co-operation between them in relation to publicity and outreach activities on subject areas of relevance to the aims and objectives of both Parties. As specific projects and programmes are identified and agreed-upon, the Parties will enter into detailed agreements describing the associated scope of work, division of responsibilities, ownership of intellectual property, budget, duration, and other related matters, under a set of "Definitive Agreements".

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Scope

6. The NMF and Consumer Unity and Trust Society agree to deal with any of the topics(s) mutually agreed-upon on an 'as required' basis by the Parties through the following processes:
- (a) Academic and research activities on subject areas relevant to maritime strategy and *holistic* maritime security (defined as freedom from threats that may be natural or manmade in their origin or a combination thereof, arising from-, in- or through the sea), as also in the areas of research-interest indicated in **Appendix A**.
 - (b) Visits by officials and/or researchers for attending or delivering lectures, dialogues, workshops, study courses, conferences, seminars, symposiums, workshops and/or discussions, and other engagements to further collaborative research and outreach activities.
 - (c) Exchange of information and material relevant to the aims, objectives and areas of research-interest.
 - (d) Website Universal Resource Locator (URL) linkages on the websites and mutually agreed social media platforms of the Parties.
 - (e) The planning and conduct of lectures, dialogues, workshops, study courses, conferences, seminars, workshops, symposiums, and/or discussions, and other engagements to further collaborative research and outreach activities
 - (f) Any other methodology that conforms to the principles underpinning this MOU.

Term

7. This MOU will come into force from the effective date and continue to be valid unless
- (a) The parties execute Definitive Agreements superseding the MOU.
 - (b) Either party invokes the 'Termination of Clause', under this MOU.

Termination

8. Each Party reserves the right to terminate this MOU after serving a thirty-day notice on the other Party, intimating the latter of such an intention, without necessarily assigning any reason therefor.

Intellectual Property

9. Both Parties agree that they shall make all reasonable efforts to protect the intellectual property of the other Party. Each Party shall require prior written approval over any use of its name, brands, and materials under this MOU. Neither the execution of this MOU nor the disclosure of any Confidential Information

(defined below) shall be construed as a grant to the receiving Party, in relation to any license under any invention, patent, trademark, copyright or other proprietary right owned or controlled by the disclosing Party.

Confidentiality

10. The expression "Confidential Information" shall include any and all technical and non-technical trade secrets, know-how, privileged records or other confidential or proprietary information and data disclosed to a Party in connection with performing its obligations under this MOU, unless such disclosure is required by applicable law. Both Parties agree that such Confidential Information shall be clearly marked 'CONFIDENTIAL'.

11. Neither Party shall disclose in whole or in part any Confidential Information related to the other Party except as required by law or as authorised in writing by the disclosing Party. Each Party shall provide the other with prior written approval for any press release or other publicity to be disseminated under this MOU.

Representations and Warranties

12. Each of the Parties hereby represents and warrants as follows:

(a) **Authorisation.** Each Party has the legal capacity and power to execute and deliver this MOU and to perform its respective obligations hereunder. This MOU has been duly executed and delivered by it and is a legal, valid and binding obligation, enforceable in accordance with its terms.

(b) **No Conflict.** Neither the execution and delivery of this MOU nor the consummation by the Parties of any of the activities contemplated hereby nor compliance with or fulfilment of the terms, conditions or provisions hereof shall conflict with or result in a breach or violation of the terms of the charter documents of either Party or any contract or agreement to which a Party or any of its assets are subject or by which it is bound or any judgment, order, writ, injunction, decree or award of, or any settlement agreement with or subject to, any governmental authority to which such Party is a party or to which any of its assets or businesses are subject or by which it is bound or any requirements of law affecting such Party or its assets or business.

Dispute Resolution

13. Any dispute regarding interpretation or application of the MoU shall be resolved, as far as practicable, by consultation between the Parties. The Parties each agree that, unless otherwise required by law, each shall treat the existence of any dispute, negotiation, and details of all submissions, proceedings, and decisions related thereto as confidential and shall not disclose them to any third party or publicise them in any way.

Notices

14. All notices or other communications required or permitted hereunder shall be in writing and shall be first transmitted by email and subsequently confirmed by facsimile or personal delivery or by sending the same by prepaid registered mail addressed to the Party concerned at its address mentioned below and/or any other address subsequently notified to the other Party for the purposes of this Clause:

If to the NMF:

- (a) Address : National Maritime Foundation (NMF)
VARUNA Naval Officers' Mess Complex,
NH-48,
New Delhi 110010
India
- (b) Attention : Director-General, NMF
- (c) Telephone No. : +91-11-26140209
- (d) Email(s) : maritimeindia@gmail.com
: directorgeneral.nmfindia@gmail.com

If to the Consumer Unity and Trust Society

15. If to the Consumer Unity and Trust Society:

- (a) Address : CUTS International
D-217, Bhaskar Marg, Bani Park
Jaipur 302 016, India
- (b) Attention : Secretary General, CUTS International
- (c) Telephone No. : 91-141 2282821/22/23
- (d) Email(s) : cuts1@cuts.org
: sg-cuts@cuts.org

16. All notices shall be deemed to have been validly given on:

- (a) The Business Day immediately after the date of transmission with confirmed answer back, if transmitted by facsimile/electronic mail or through personal delivery; or
- (b) The Business Day of receipt, if transmitted by courier or registered mail.

Financial Responsibilities

17. Each party shall bear all its own expenses incurred in the performance of its obligations under this MOU, unless otherwise agreed to in writing. This MOU does not entail any pre-agreed financial responsibilities on either Party. Any financial arrangements will be entered into under separate agreement per mutual arrangement.

Assignment

18. No Party shall be entitled to assign any of their respective rights and obligations as contained in this MOU except with the prior written consent of the other Party.

Amendments

19. No amendment, supplement, modification or clarification to this MOU shall be valid or binding unless set forth in writing and duly executed by the authorised representatives of both the Parties.

Relationship between the Parties

20. The Parties agree that nothing in this MOU shall in any manner be deemed to constitute a joint venture or partnership between the Parties and no Party shall have any authority to bind the other Party or shall be deemed to be the agent of any other Party in any manner whatsoever.

Waiver

21. The waiver of any default or breach hereunder by any Party shall not constitute a waiver of the right by such Party for any default of a similar nature or under any other terms and conditions of this MOU.



Severability

22. If any provision of this MOU is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or the applicable part of such provision and the remaining part of such provision and all other provisions of this MOU shall continue to remain in full force and effect.

Counterparts

23. This MOU may be executed by the Parties in separate counterparts each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this MOU as of the date first written above.

 Pradeep S Mehta Secretary General CUTS International D-217, Bhaskar Marg, Bani Park Jaipur 302 016, India	 (Vice Admiral Pradeep Chauhan, AVSM & Bar, VSM, IN [Retd]) Director-General National Maritime Foundation (NMF) Varuna Naval Officers' Mess Complex, NH 48, New Delhi 110010 India
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INDICATIVE AREAS OF RESEARCH-INTEREST

1. The NMF's areas of research interest may be grouped under seven broad themes (there will frequently be two or more sub-themes within each), namely, (1) Holistic Maritime Security; (2) Maritime Connectivity; (3) Maritime Resource-Geopolitics (incorporating national and regional facets of the 'Blue Economy' and 'Climate Change'); (4) 'Marine', 'Maritime', and 'Naval' Technology; (5) Public International Maritime Law; (6) Maritime Safety; and (7) Maritime History, Maritime Heritage, and, Maritime Culture. Details of the above-mentioned seven broad themes are set forth in the succeeding paragraphs.

2. Holistic Maritime Security.

(a) Thematic Studies in Indian and Regional Maritime Security.

- (i) The Indo-Pacific Oceans Initiative (IPOI), which provides first-level-specificity to the Indian maritime policy of SAGAR (Security and Growth for All in the Region).
- (ii) 'Bilateral', 'Trilateral', and 'Multilateral' Constructs of Maritime Relevance to India.
- (iii) Coastal and Offshore Security.
- (iv) Naval Security (Hard Security).
- (v) Security of Maritime Trade and the Sea Lines of Communication (SLOC).
- (vi) Energy-Security, and, the Maritime Security-of-Energy.
- (vii) Port Security.
- (viii) Maritime Food-Security (including Sustainable-Fishing).
- (ix) Polar Security.
- (x) Cyber Security.
- (xi) Nuclear Security.
- (xii) 'Surface', 'Underwater', 'Air', and 'Space-based' Maritime Domain Awareness (MDA).

(b) Impact (upon India's Own Maritime Geostrategies) of the Indo-Pacific maritime geostrategies of the following countries and collectives:

Australia	Bangladesh	China	Comoros	Egypt	Eritrea
France	Germany	Indonesia	Iraq	Iran	Israel
Japan	Kenya	Malaysia	Maldives	Mauritius	Mozambique
Myanmar	Netherlands	Oman	Pakistan	Philippines	Qatar
Russia	Saudi Arabia	Seychelles	Singapore	Somalia	South Africa
South Korea	Spain	Taiwan	Tanzania	Thailand	UK
USA	Vietnam	ARF	ASEAN	BIMSTEC	DCoC
EAS	EU	IOC	IONS	QUAD	WPNS

3. Maritime Connectivity (Physical & Digital Trade, Ports, Shipping, etc.)

- (a) Disambiguation of the Elements of Maritime Connectivity.
- (b) Comparative Analysis of India's Merchant Marine.
- (c) Analysis of India's Dependence upon Seaborne Merchandise Trade.
- (d) Coastal Shipping.
- (e) Inland Waterways.
- (f) Maritime Leisure/Sport, and Maritime Tourism.
- (g) Cruise-Ship and Ro-Pax Tourism.
- (h) Analysis of Flags of Convenience *versus* the need for national-flag shipping.
- (i) Analysis of the Northern Sea Route.

- (j) Analysis of Indian Shipbuilding.
- (k) Impact of Industry 4.0 upon Shipping (Shipping 4.0).
- (l) India as a Regional Hub for Ship-repairs.
- (m) Ship recycling in India, Bangladesh, and Pakistan.
- (n) Green Ports, Green Shipping, and Green Shipping Corridors.
- (o) Analysis of Critical Cargoes.
- (p) Development and Refinement of an Efficiency Matrix for Port-development.
- (q) Impact of Industry 4.0 upon Ports (Ports 4.0).
- (r) Analysis of Port-development (by Indian public/private/joint-ventures) as a foreign-policy tool for regional development.
- (s) Analysis of Ro-Ro Shipping as a bridging strategy for the development of quayside infrastructure.
- (t) Analysis of the relationship between India's vision of SAGAR (Security and Growth for All in the Region) and India's mega-project for port-led national development, viz., SAGARMALA.

4. Maritime Resource-Geopolitics (incorporating national and regional facets of the 'Blue Economy' and 'Climate Change').

- (a) National and Regional Facets of Ocean Governance.
- (b) Living Resources of the Ocean:
 - (i) Fish, Fishing, Fisheries, and national and regional Food Security.
 - (ii) Bioactive Natural Products.
 - (iii) Marine Bio-organisms.
 - (iv) Submerged Aquatic Vegetation (SAV).
- (c) Non-living Resources of the Ocean:
 - (i) Minerals and Sea-bed Mining.
 - (ii) Conventional Energy.
 - (iii) Crude Oil and its Products.
 - (iv) Natural Gas.
 - (v) Biofuels.
 - (vi) Gas Hydrates.
 - (vii) Offshore Wind.
 - (viii) Ocean Energy (Ocean-Mechanical and Ocean-Thermal).
 - (ix) Security of Energy.
 - (x) Geopolitical-Stability of Sources of Energy.
 - (xi) Security of Transport.
 - (xii) Security of Energy-relevant International Shipping Lanes (ISLs).
 - (xiii) Security of Energy-relevant Sea Lines of Communication (SLOCs).
 - (xiv) Maritime Security issues related to Energy Storage.
- (d) Practical manifestations-of and challenges-in India's endeavour to transition from a 'Brown' economy to a 'Blue' economy.
- (e) The 'Blue Economy' as a foreign-policy tool for India.
- (f) Opportunities and Challenges for Indian Industry resulting from the 'Blueing' of the Indian Economy.
- (g) Effectiveness of 'Blueing' the Indian Economy as a Mitigating Strategy against Climate Change.
- (h) Quantifying Climate-Change Impacts on India's Naval Security.

- (i) Leveraging the International 'Coalition for Disaster Resilient Infrastructure' (CDRI).
- (j) Resilience of India's Urban Agglomerates to Climate Change Impacts.
- (k) Regional 'Adaptative' and 'Mitigative' Best Practices vis-à-vis Climate Change.
- (l) Marine Pollution and trans-boundary movement of oceanic waste.
- (m) Ocean Acidification.
- (n) Degradation of the Underwater Acoustic Habitat.

5. **'Marine', 'Maritime', and 'Naval' Technology.**

- (a) Maritime-Impact of Industry 4.0.
- (b) 'Unmanned', 'Minimally-manned', 'Semi-Autonomous', and 'Autonomous' Surface, Underwater- and Airborne- Vehicles.
- (c) Maritime-Impact of Outer-Space Technologies.
- (d) Maritime-Impact of Inner-space (Cyber) Technologies.
- (e) Ocean Renewable Energy Resources (ORER) Technologies.
- (f) Oil, Natural Gas, and Gas Hydrates (Upstream and Downstream Technologies).
- (g) Marine Bio-technologies.
- (h) Seabed Mining Technologies.
- (i) Seabed Warfare Technologies.
- (j) Submarine Cable Technologies.
- (k) Underwater Domain Awareness Technologies.
- (l) 'Make-in-India', 'Make for India' and 'Make by India' (indigenisation) Maritime/ Naval Programmes.
- (m) Development of Common (Tri-Service) Weapon-Sensor Suites.
- (n) Private-Public Partnerships in Defence and Security.
- (o) Impact of Technology upon Shipbuilding, Green Ports, Green Shipping, and Green Shipping Corridors.

6. **Public International Maritime Law (PIML).**

- (a) United Nations Convention on the Law of the Sea, 1982 (UNCLOS).
- (b) Suppression of Unlawful Activities (SUA) Convention and its Protocols.
- (c) Duties, Responsibilities and Obligations of Flag States, Port States, Coastal States vis-à-vis Mercantile Trade.
- (d) Laws of Naval Warfare (including the San Remo Manual, the Newport Manual, and International Humanitarian Law [IHL]).
- (e) Legal Facets of Piracy and Maritime Crime.
- (f) Legal Aspects of 'Unmanned', 'Minimally-manned', 'Semi-Autonomous' and 'Autonomous' Surface, Underwater- and Airborne- Vehicles.
- (g) Legal Aspects of 'Privately Contracted Armed Security Personnel' (PCASP) and Floating Armouries.
- (h) Legal Aspects of Maritime Terrorism.
- (i) Legal Aspects of Underwater Cables.
- (j) Legal Aspects of Seabed Mining.
- (k) Legal Aspects of Fishing (including IUU Fishing).
- (l) Legal Aspects of MDA.
- (m) Legal Aspects of 'Area Beyond National Jurisdiction' (ABNJ).
- (n) Legal Aspects of 'Biodiversity Beyond National Jurisdiction' (BBNJ).

- (o) Legal Aspects of Marine Pollution and Climate Change (London Convention and its Protocol, Basel Convention, Waigani Convention, etc.).
- (p) Legal Aspects of Impacts of Climate Change.
- (q) Legal Aspects of Protection of Critical Maritime Infrastructure.
- (r) Legal Aspects of Maritime Energy Extraction and Transportation.
- (s) Legal Aspects of Maritime Salvage beyond the Territorial Sea.
- (t) Legal Aspects of Derelicts and Wrecks beyond the Territorial Sea.
- (u) Legal Aspects of Protection and preservation of India's Underwater Cultural Heritage.
- (v) Legal Aspects of India's Processes for Ratification of International Treaties/Conventions relevant to the Maritime Domain.
- (w) Legal Aspects of Naval / Coast Guard Humanitarian-Assistance and Disaster-Relief (HADR) Operations.
- (x) Humanitarian Law at Sea.
- (y) Maritime Labour Convention (MLC), 2006.
- (z) Legal Aspects of Role of Merchant Marine in National Defence
- (aa) Legal Aspects of Merchant Shipping and the Laws of War.
- (ab) Legal Aspects of Nuclear-propelled Ships.
- (ac) Legal Aspects of Shipping Casualties.

7. Maritime Safety.

- (a) Role and Functioning of the International Maritime Organisation (IMO).
- (b) 'Regional Seas Programme' (RSP) and 'Shared Seas' Concept.
- (c) Safety of Life at Sea (SOLAS) Convention.
- (d) Voluntary IMO Member State Audit Scheme (VIMSAS).
- (e) Implementation of IMO Instruments ('Triple-i') Code.
- (f) Assessing the efficacy of 'Flag-State', 'Port State', and 'Coastal State' Controls.
- (g) Regional Structures for Safety at Sea within the Indo-Pacific.
- (h) Assessing and Countering Risks of Marine Oil-Pollution.
- (i) Risk Assessment of Oil-Spills in the Gulf of Kachchh.
- (j) Regional Maritime Humanitarian-Assistance and Disaster Relief.
- (k) The Role of the Indian Ocean Naval Symposium (IONS).
- (l) Maritime Leisure / Tourism Safety.
- (m) Maritime Search and Rescue (SAR).
- (n) Maritime Salvage.

8. Enhancing Maritime Consciousness (Maritime History, Maritime Heritage, and Maritime Culture).

- (a) India's Maritime (Seafaring) History (incorporating Ancient Indian Knowledge Systems).
- (b) Maritime History of the Indian Ocean.
- (c) India's Maritime Heritage.
- (d) India's Underwater Cultural Heritage.
- (e) Maritime Kingdoms of Ancient and Medieval India.
- (f) India's Naval History.
- (g) Indian Maritime Customs and Traditions.
- (h) Indian Naval Battles.
- (i) Indigenous Ships and Craft of the Indian Ocean.
- (j) The MAUSAM Initiative.