

**Memorandum of Understanding  
on Maritime Cooperation  
between the Ministry of Ports, Shipping and Waterways of India  
and the Ministry of Infrastructure and Water Management of the  
Netherlands**

**PREAMBLE**

The Ministry of Ports, Shipping and Waterways of India and the Ministry of Infrastructure and Water Management of the Netherlands (hereinafter jointly referred to as 'the Participants' and separately as 'Participant'):

ACKNOWLEDGING the excellent bilateral relations that traditionally exist between the Governments of India and the Netherlands;

EXPRESSING their mutual interest to deepen and expand their existing cooperation in the field of Maritime affairs;

BUILDING on the already strong and successful relationship between their respective Maritime sectors;

DESIRING to further strengthen their friendly relationship on the basis of equality, equivalence, mutual understanding, benefit and respect;

BEING CONVINCED of the huge potential for bilateral commercial, financial, scientific, technical, managerial and institutional cooperation in the Maritime sphere;

RECALLING the former versions of this Memorandum of Understanding (hereinafter 'MoU'), which go back to the year 2008;

HEREBY HAVE COME to the following understanding:

### ***Paragraph 1 Objective***

The Objective of this MoU is to establish a framework between official organizations, private enterprises, knowledge institutions and research institutes to stimulate cooperation in the fields of Port development, Inland shipping, Coastal shipping, Maritime transport and Logistics.

### ***Paragraph 2 Fields of Cooperation***

The Participants will cooperate on all aspects related to the Maritime context, including the following specific fields:

- Sustainable port development
- Green Shipping initiatives
- Deep sea shipping
- Inland shipping
- Coastal shipping
- Sustainable maritime transport
- Smart logistics
- Marine salvage and towing
- Ship building, maintenance and recycling
- Maritime education, training and research
- Maritime passenger transport / Maritime tourism and
- Any other fields mutually decided upon.

### ***Paragraph 3 Subjects of Cooperation***

Cooperation under this MoU may imply the following subjects:

- Governmental strategies and policies
- Legal and regulatory reforms in India
- Infrastructural planning
- Technological innovation/ Sustainable solutions
- Safety and security
- Stimulating cargo flows between India and the Netherlands
- Digital transformation



- Cooperation at the International Maritime Organization (IMO), particularly for the Green Shipping initiatives and
- Any other subjects mutually decided upon.

#### ***Paragraph 4 Forms of Cooperation***

Cooperation under this MoU may be achieved through:

- Exchange of information/ Sharing of views, expertise and knowledge
- Capacity building/Education and training
- Exchange of experts and professionals
- Technical research and assistance/ Transfer of technology and
- Any other forms mutually decided upon.

#### ***Paragraph 5 Implementation***

The Participants will do their best to facilitate contact between official organizations, private enterprises, state owned companies, knowledge institutions and research institutes in order to stimulate investment, trade and any other forms of economic cooperation.

#### ***Paragraph 6 Executive bodies/ competent authorities***

The Executive bodies/competent authorities, which are responsible for coordination and implementation of this MoU, are:

- (a) For India: The Directorate General of Shipping of the Ministry of Ports, Shipping and Waterways.
- (b) For the Netherlands: The Directorate for Maritime Affairs of the Ministry of Infrastructure and Water Management.

### ***Paragraph 7 Financing***

Unless otherwise decided, each Participant will bear its own expenses incurred by participation in activities under this MoU.

These costs may imply international travel, accommodation, meals, salaries and daily substance allowances.

### ***Paragraph 8 Confidentiality***

Each Participant will respect the conditions, where appropriate, relating to the restrictive use, and the restrictive transfer to a third party of technical documents, patents or other technical data and knowledge (e.g. in the framework of intellectual property rights) provided by the other Participant.

Neither Participant will share with a third party or publicize any confidential information, documents or data that derive from the joint activities under this MoU unless the other Participant will give written permission for this to happen.

There will be no legal liability to either Participant arising from the exchange of information by the Participants to this MoU.

### ***Paragraph 9 Settlement of disputes***

Any dispute that may arise out of interpretation or implementation of this MoU will be settled amicably through negotiation or consultation between the Participants.

### ***Paragraph 10 Legal implications***

This MoU does not create any rights or obligations under International law.

Participants will be subject to their respective national laws and other specific rules, regulations and guidelines.



### ***Paragraph 11 Commencement and duration***

This MoU will come into effect on the date of signature and will remain valid for a time period of Three (3) years.

The validity of this MoU may be renewed for an additional time period upon mutual consent by the Participants.

### ***Paragraph 12 Amendments***

This MoU may be amended at any time by mutual consent of the Participants through an exchange of notes or mutual declaration.

Any such amendment will constitute an integral part of this MoU and will come into operation upon signature by the Participants.

### ***Paragraph 13 Termination***

This MoU may be terminated by either Participant given six months written notice to the other Participant through diplomatic channels.

Termination of this MoU will not affect the finalization of any projects or activities carried out by the Participants in terms thereof.

In witness whereof, signed in English language.

Done in New Delhi, India, on Monday the 3<sup>rd</sup> April, 2023.

For the Ministry of Ports, Shipping  
and Waterways of  
India

.....  
Mr Sarbananda Sonowal  
Minister

For the Ministry of Infrastructure  
and Water Management of the  
Netherlands

.....  
Mr Mark Harbers  
Minister