



भारत सरकार / GOVERNMENT OF INDIA  
पोत परिवहन मंत्रालय / MINISTRY OF SHIPPING  
नौवहन महानिदेशालय / DIRECTORATE GENERAL OF SHIPPING  
"बिटा बिल्डिंग", 9 वी मंजिल / "BETA BUILDING", 9<sup>th</sup> FLOOR  
आय-थिंक टेक्नो कॅम्पस / I-THINK TECO CAMPUS

टेलीफोन/Tel: 91-22-25752040-43

कांजुर मार्ग (ईस्ट)/KANJUR MARG (EAST),

फैक्स/Fax: 91-22-25752029/35

ई-मेल/ E-mail: [dgship-dgs@nic.in](mailto:dgship-dgs@nic.in)

मुंबई-400 042/MUMBAI-400 042

वेब/ Web: [www.dgshipping.gov.in](http://www.dgshipping.gov.in)

F. No. SL-JSA-5(9)/2018

Dated: 19.09.18

**ADDENDUM**  
**Request For Proposal**  
**For**

**Temporary & contractual engagement as Assistant Professor/Deputy Director,  
at the Centre of Maritime Law & Research established  
at Maharashtra National Law University, Mumbai**

In continuation of this Directorate's RFP of even number dated 21.08.18 [copy enclosed], regarding Temporary & contractual engagement as Assistant Professor/Deputy Director, at the Centre of Maritime Law & Research established at Maharashtra National Law University, it is notified that date of submission of application has been extended up to **25.09.18**.

( Sandeep Awasthi)

Assistant Director General of Shipping [MSL]

Encl: As above





DGS Website

भारत सरकार / GOVERNMENT OF INDIA

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टेलीफोन: 91-22-25752040/1/2/3

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"बेटा बिल्डिंग", 9 वी मंजिल / "BETA BUILDING", 9<sup>th</sup> FLOOR

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Web: www.dgshipping.gov.in

F.No.SL-JSA-5(9)/2018

Dated: 21.08.2018

### **Request For Proposal**

**For**

**Temporary & contractual engagement as Assistant professor/ Deputy Director, at the Centre of Maritime Law & Research established at Maharashtra National Law University, Mumbai.**

A Memorandum of Understanding has been entered between the Directorate General of Shipping, Govt. of India and Maharashtra National Law University [MNLU], Mumbai, for establishment of a Centre of Maritime Law & Research at MNLU, Mumbai [copy annexed at the end of this document]

2. The Centre has been inaugurated and intends to start formal maritime courses/activities and acquire the expertise in maritime law and allied matters. Accordingly, Indian citizens who meets the following qualifications and are willing to work at the Centre at the level of Assistant professor/ Deputy Director, on contract basis for a period of two years may send their proposal in the format as at Annexure-I. The incumbent is expected to shoulder the responsibility to make the centre a reality, so as to make it a Centre of Excellence in the maritime field. For the time being the Centre will be functioning from the MNLU, Powai, Mumbai, however, will have to be shifted once the premises of the university is made functional at an alternate location in Mumbai region.

3. **Eligibility:** Certificate of Competency for Master / Chief Engineer/ Law Graduates with minimum 5 years experience in maritime field/law/teaching/ running of an educational institution.

4. The interested candidates may send their proposal, duly signed, by post and e-mail to below address, so as to reach the Directorate on 05.09.18.

**Attn: Shri Ash Mohomad, Deputy Director General of Shipping [MSL]**

Directorate General of Shipping,

Ministry of Shipping, Govt. of India

9<sup>th</sup> Floor, Beta Building, I-Think Techno Campus,

Kanjurmarg East,

Mumbai-400042.

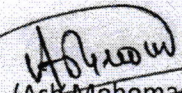
E-Mail: [msl-dgs@nic.in](mailto:msl-dgs@nic.in); [amohd-dgs@nic.in](mailto:amohd-dgs@nic.in).



5. It may be noted that it is an invitation to know the willingness only and not an offer for any kind of appointment either from the Directorate General of Shipping, Govt of India, or the Centre of Maritime Law and Research/MNLU, Mumbai. Final decision on selection of suitable persons will be taken by the said Centre/University. The Directorate, as an expert Government organization on Maritime Affairs is assisting the Centre/University to find such interested persons.

6. This issues with the approval of Director General of Shipping and Secretary to the Government of India.

Yours faithfully,

  
(Ash Mohamad)

Deputy Director General of Shipping [MSL]



**Annexure-I**

No \_\_\_\_\_ (to be filled by office)

To

Directorate General of Shipping,  
Ministry of Shipping, Govt. of India  
9<sup>th</sup> Floor, Beta Building, I-Think Techno Campus,  
Kanjurmarg East,  
Mumbai-400042.

Attn: Shri Ash Mohomad, Deputy Director General of Shipping [MSL]

Sir,

I, the undersigned, offer to act as Assistant professor/ Deputy Director, at the Centre of Maritime Law and Research, MNLU, Mumbai, on contract basis, in accordance with your request for proposal dated \_\_\_\_\_. My details are as below:

Name:

Date of birth:

Postal Address with E-Mail & Contact No.:

Qualifications:

Experience in maritime field/law/teaching/running of an educational institution:

Achievements:

Vision for the Centre:

Any other relevant information in brief:

The above information is true to the best of my knowledge and belief.

(Name)

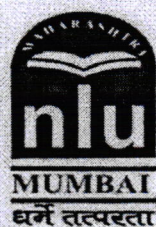
Signature with date

Place:



**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**



**MAHARASHTRA NATIONAL LAW UNIVERSITY  
MUMBAI**

**AND**

**DIRECTORATE GENERAL OF SHIPPING, GOVT. OF INDIA**

**To establish  
Centre for Maritime Law & Research (CMLR)  
(A Centre of Excellence in Maritime Legal Study)**



## MEMORANDUM OF UNDERSTANDING

MAHARASHTRA NATIONAL LAW UNIVERSITY MUMBAI established under the Maharashtra Act VI of 2014, Section 3(1) Schedule item 1 with headquarters of the University at Mumbai, for the development and advancement of legal education and for the purposes of imparting specialized and systematic instruction, training and research in systems of law and for the matters connected there with or incidental thereto.

The Directorate General of Shipping, Govt. of India is an attached office of Ministry of Shipping, responsible for the administration of the Merchant Shipping Act, 1958, Multimodal Transportation of Goods act, 1993 and Admiralty (jurisdiction and settlement of maritime claims) Act, 2017. The major objects of the Directorate are to ensure the safety of life and ships at sea, prevention of marine pollution, promotion of maritime education and training, welfare of seafarers in co-ordination with the International Maritime Organization, development of Indian shipping and to ensure the efficient maintenance of Indian mercantile marine in a manner best suited to serve the national interest.

Whereas MNLU Mumbai is establishing a Centre of Excellence in Maritime Legal Studies and Research (Centre for Maritime Law & Research – Executive Council Resolution Number: EC 12:06 dated 02/06/2018). The Center aspires to contribute to all the stake holders of maritime community including Ship Owners, Ship Builders, Charter parties, Seafarers, Maritime Trade Unions by academic and research support. In this pursuit, it is envisaged to partner with DG Shipping, Govt. of India.





## SCOPE OF AGREEMENT

This Memorandum of Understanding is signed between the Maharashtra National Law University Mumbai (MNLU Mumbai) as First Party and Directorate General of Shipping (DG Shipping), Govt. of India, as Second Party for the purpose of Maritime Academic & Research Collaboration that will encompass exchange of students and members of faculty between the two parties as well as other academic activities, research and publication. In addition to this active efforts will be made to develop joint training and research programmes that will be pursued in a collaborative spirit. Some of the collaborative areas include the following:

### I. TERMS AND CONDITIONS OF COOPERATION:

1. MNLU Mumbai and DG Shipping Mumbai shall collaborate in mutually agreeable academic events, teaching, training and research, wherever feasible. Such collaboration will be based on mutually agreeable terms and conditions specifically agreed for each of the collaborative efforts;
2. MNLU Mumbai will offer full time regular as well as optional / elective courses collaborating to the Certificate, Diploma under-graduate and post-graduate courses to the stake holders at Mumbai from time to time on mutually agreeable terms and conditions; to exchange reading and study material of the courses imparted; to jointly develop courses and curriculum for greater benefit of national law schools in India.
3. MNLU Mumbai will conduct maritime law research degrees leading to degrees in M.Phil., Ph.D., LL.D., D.Litt., JD (Doctorate in Jurisprudence) as the case may be in the multi-disciplinary avenues of law and justice under the joint / part supervision of the faculty members of MNLU Mumbai and resources persons identified by DG Shipping.





4. Faculty / Resource members from each of these Institutions shall share invitations for important academic events viz., seminars, conferences, outreach activities and for teaching at research level. The financial implications shall be worked out on a case to case basis. The financial support as appropriate will be provided by the DG Shipping through Maritime Training Trust.

5. The modalities for those undefined programs herein for purpose of exchange of research scholars and officers will be laid down as an appendix to this document through mutual discussion that should be made operational the specific object and /or for a period of five years; renewable from time to time.

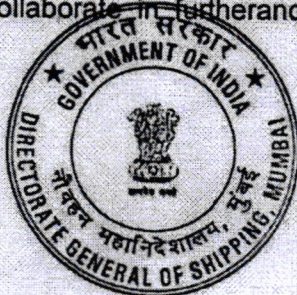
6. Research positions / scholars of both the Institutions will be provided facilities to make use of the library resources at collaborating institutional libraries and to have academic stimulation sessions with the faculty; MNLU Mumbai will undertake and supply the assigned project references made by DG Shipping on mutually agreed terms.

7. Research Professors and Faculty of MNLU Mumbai and office of DG Shipping will explore possibility of taking up advanced research work including research projects and also make joint presentation for funding from national and international resources, governments and other funding agencies; this will be done on case to case basis with an appended MoU to that effect.

8. Any financial implication emerging out of such collaborations (other than the fees of the students etc.) shall be worked out and decisions will be taken with mutual agreement.

## II. AREAS OF COOPERATION:

- 1) This Memorandum expresses the common intention of MNLU Mumbai and DG Shipping to collaborate in furtherance of such of the above common





intentions defined towards a mutual academic and intellectual climate and enhance the research capacity and scholarship. Additional areas of co-operation may be appended by written consent of both the parties. Both parties will act in good faith to ensure that the objectives in this Memorandum are realized.

- 2) There shall be a creation of specialized research center in partnership on Maritime Law between MNLU Mumbai and DG Shipping.
- 3) A mutually agreed permanent Advisory body will steer the functioning of the Center.
- 4) For initiating the Center on Maritime Law, MNLU Mumbai & DG Shipping, through Maritime Training Trust will provide a seed money of Rs.5,00,000/- (Rupees Five lakhs only) each to advance the objectives of the Center.
- 5) DG Shipping, Govt. of India, through Maritime Training Trust to provide a Chair Professor / Director and / or in lieu of Chair Professor, two Asst. Professors / Two Dy. Directors for furthering the joint interest of the Centre and DG Shipping.

### III. TERMS OF AGREEMENT

Progress in realizing the terms and conditions referred to herein will be reviewed periodically as mutually agreed and the memorandum may be amended at any time by mutual consent and in writing. Both parties reserve the right to terminate this memorandum by giving six months written notice to the other. The implementation and/or continuance of programmes or projects established pursuant to this memorandum prior to the effective date of termination shall not be affected by the termination of this Memorandum.





#### IV. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

1. In respect of each project and programme of co-operation, the parties shall negotiate and mutually agree in writing on their respective rights to intellectual property and commercial exploitation of the same (including without limitation, trademarks and service marks, copyrights, patents, designs and confidential information pertaining thereto).

2. Neither party shall, at any time disclose to any third party any confidential information of the other party which is acquired in the course of activities under this Memorandum, a collaborative project or a programme, without the prior consent of the other party in writing.

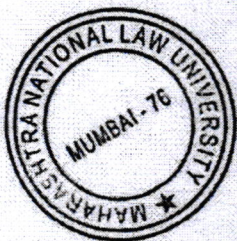
The confidentiality obligations herein will not apply to information in the public domain; information in the possession of the receiving party prior to the disclosure of the information; information which is independently developed by the receiving party; information required to be released by law; and information which is rightfully received by the receiving party from third parties without any breach of confidentiality obligations.

#### V. NON-BINDING NATURE OF MEMORANDUM

Nothing in this Memorandum shall be construed as creating any contract, partnership, agency or other legal relationship between the parties. This Memorandum is only a non-binding statement of intent to foster genuine and mutually beneficial academic collaboration.

#### VI. TERMINATION

1. This memorandum shall come into force immediately upon its signature by the parties.



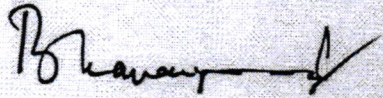


2. The validity of this Memorandum of Understanding is initially for a period of five years from the date of its execution and the same can be further extended on mutual agreement.

3. This Memorandum of Understanding can be terminated by either of the parties by giving advance notice of six months and without jeopardizing the coursework.

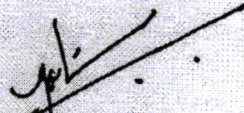
IN WITNESS WHEREOF, this Memorandum of Understanding is executed by the parties hereto on the date of signing of the Memorandum of Understanding by the two parties.

This instrument: Memorandum of Understanding contains 1-7 pages in total, including cover page.



**Prof. (Dr.) Bhavani Prasad Panda**  
Vice-Chancellor  
Maharashtra National Law University  
Mumbai.

Date: 29.06.2018



**Dr. Malini V Shankar, IAS**  
Director General of Shipping  
& Secretary to the Govt. of India  
Mumbai.

Date: 29.06.2018

