



**Centurion**  
UNIVERSITY



Ministry of Transportation

**MEMORANDUM OF UNDERSTANDING ("MOU")**

**BETWEEN**

**CENTURION UNIVERSITY**

**AND**

**MINISTRY OF TRANSPORTATION**

Agreed and performed this Wednesday, September 14, 2022

**This Memorandum of Understanding (MoU)** is entered into between **CENTURION UNIVERSITY**, having its Head Office at R44R+R4J, Alluri Nagar Village, Sītāpur, Odisha 761211, India (hereinafter referred to as "CENTURION UNIVERSITY"), represented by its authorized signatory **Dr. Supriya Pattanayak**, in his capacity as Vice-Chancellor of Centurion University, duly authorized for the purposes hereof;

**And**

**THE MINISTRY OF TRANSPORTATION**, having its head office at 3<sup>rd</sup> Floor of the Arambo Building, Boulevard Triumphant-Libreville-Gabon (hereinafter referred to as "The Ministry of Transportation") represented by **Mr. Brice-Constant PAILLAT**, in his capacity as Minister, duly authorized for the purposes hereof.

Hereinafter individually referred to as Centurion University or Ministry of Transportation, as the case may be, and collectively referred to as the Parties.

**WHILE:**

- i) **CENTURION UNIVERSITY** Centurion University of Technology and Management is a multi-sectoral private state university in Odisha, India.
- ii) The Ministry of Transport, a high authority body of the Government responsible for designing and guiding State policy in the area of Transport. Its main mission is to ensure the coordination of actions and contributes to the implementation of strategic orientations and the coordination of transport policy by its central entities and its branches, in collaboration with the other sectoral ministers concerned.
- iii) Both parties are keen to promote mutual cooperation in business relations and wish to expand the basis of collaboration through this MOU.
- iv) Both parties understand and acknowledge that this Memorandum of Understanding is a prerequisite for continued collaboration, investment, and other activities.

**THEREFORE, BOTH PARTIES HEREBY AGREE**

**ARTICLE I: Object**

The two parties, through this Memorandum of Understanding, express their commitment to collaborate in order to set up a Public-Private Partnership for the Development and Management of a Center for Maritime Studies in Gabon and the management of the national ship registry.

**ARTICLE II: Objectives**

The objective pursued within the framework of this memorandum of understanding is to establish a bilateral cooperation framework focused on the development of a Center for Maritime Studies in Gabon which will enable the Gabonese Maritime Administration on the one hand, to strengthen its capacities in qualified human resources and on the other hand to set up a reliable system of identification and registration of all navigation craft in the Gabonese Republic.



### **ARTICLE III: Areas of Cooperation**

The "Parties" agree to cooperate, in a general way, in all the initiatives which can contribute to the development, the installation, the construction of a Center of Maritime Studies and the management of a national register of ships. .

More specifically, cooperation between the "Parties" will focus on the following areas:

- i) The definition of training courses in line with the needs of the sector;
- ii) Identification of the training framework after exploration of possible host sites;
- iii) The development of mechanisms for the management of the register of vessels.

### **ARTICLE IV: Commitment of the Parties**

Both parties agree to work closely and therefore define for each the mode of intervention for the implementation of this memorandum of understanding.

#### ***As regards the Gabonese part:***

- i) Create within the Ministry of Transport an internal analysis framework allowing competent experts in the sector to identify training needs and the courses to be organized;
- ii) Work with the other administrations in charge of higher education and vocational training to agree on the mechanisms and conditions for implementing the project in accordance with the laws and regulations in force;
- iii) Identify the site or land to support the project for which external co-financing could be provided within the framework of partnerships and collaborations with other development support structures;
- iv) Facilitate the entry and installation of Maritime Consultants and Experts in Gabon;

#### ***For the Indian Party:***

- i) Support the Government of the Gabonese Republic on a technical level as part of the implementation of this project;
- ii) The establishment and the management of the Center for Maritime Studies including promoting the Center to major shipping companies and other maritime administrations around the world;
- iii) Preparing and assisting the Gabonese Republic for IMO Member State Audit Scheme (IMSAS);
- iv) To Assist the Gabonese government to strengthen the ship registry in Gabon, this will enhance maritime capacity building, by training Gabonese graduates to become future ship surveyors, seafarers and maritime administrators and will attract foreign ship owners as an open registry;
- v) To Assist the Gabonese government at IMO Maritime Safety Committee with the information which demonstrates the complete preparedness and full compliance to the relevant provisions of the convention (International Convention on Standards of Training, Certification and Watch keeping for Seafarers (STCW), 1978, as amended);



- vi) To prepare the draft guidelines for Maritime Training Institutions with the requirements for the approvals/accreditation of training facilities/courses accredited by Ministry of Transportation and to monitor the MTIs to ascertain their compliance with the relevant Sections of the STCW '78 as amended, and other related Regulations/Convention.

#### **ARTICLE V: Communications and Publications**

The parties " :

- i) Agree to make this Memorandum of Understanding public and to inform all other interested "Parties" of its purpose. They will agree on the form and content of any publicity or communication material related to the said protocol before its publication.
- ii) Agree to create an electronic link between their internet portals, in order to give better visibility to their respective activities.

#### **ARTICLE VI: Implementation**

For the purposes of this Memorandum of Understanding:

The "Parties" agree to consult and discuss regularly on issues related to the construction and development of the Center for Maritime Studies and the management of a national register of ships.

Also, the two "Parties" agree to set up a Strategic Committee (SC).  
The CS meets at least twice a year, alternately in India and Gabon, or by videoconference.

#### **ARTICLE VII: Strategic Committee**

The Strategic Committee (CS) is composed of experts from the Ministry of Transportation, the National Agency for the Promotion of Investments of Gabon (ANPI-Gabon) and experts from the University of Centurion.

CS members are unpaid.

However, in the context of collaborative projects, arrangements can be made to financially support the SC.

#### **Article VIII: REGULATORY COMPLIANCE**

The "Parties" recognize that this protocol, which aims to promote cooperation in the maritime sector in Gabon, does not include financial obligations, and in no way constitutes a legal commitment of the "Parties".

#### **ARTICLE IX: Miscellaneous**

- i) This Memorandum of Understanding may only be amended in writing by mutual consent of both parties;



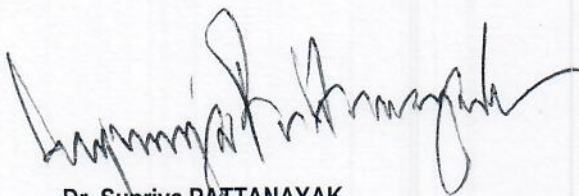


- ii) This Memorandum of Understanding will come into effect from the date of affixing of the signature by both parties and will remain valid for a period of one (01) year from this date, subject to any written notification by a party to the other party, expressing its intention to terminate this Memorandum of Understanding;
- iii) Either party may terminate this Memorandum of Understanding upon 2 (two) months' notice. In such event, both parties will endeavor to fulfill their obligations and responsibilities for any ongoing program(s), project(s) or undertaking(s) initiated under this memorandum of understanding;
- iv) If any provision of this Memorandum of Understanding is invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired;
- v) The legends to the clauses of this Memorandum of Understanding are provided for convenience only and do not in any way define, limit or affect the scope or substance of any clause of this Memorandum of Understanding;
- vi) The Parties acknowledge and agree that the English and French versions of this document are authentic.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding, in duplicate, by their duly authorized representatives on the date, month and year set forth above.

**For and on Behalf of Centurion University**

**For and on Behalf of the Ministry of Transportation**



**Dr. Supriya PATTANAYAK**  
Vice-Chancellor of Centurion University

Date **14 SEP. 2022**

**Mr. Brice-Constant PAILLON**  
Minister of Transportation

Date **14 SEP. 2022**

