

**Memorandum of Understanding
between
the Government of Republic of India
and
the Government of United Kingdom of Great Britain and Northern Ireland,
on
Cooperation in the Field of
Sustainable Urban Development**

The Government of the Republic of India represented by the Ministry of Housing and Urban Affairs hereinafter referred to as "Indian Party", and The Government of United Kingdom of Great Britain and Northern Ireland represented by the British High Commission New Delhi hereinafter referred to as the "UK Party", hereinafter collectively referred to as the "Contracting Parties".

Acknowledge that Smart urbanisation can be a driver of productivity and an engine for inclusive growth;

Recognise that urban areas offer larger, more efficient labour markets, lower transaction costs and provide easier access to markets and links with the global economy as well as the important role played by government, business and research entities in both countries in the urban sector, and the benefits expected from their potential collaboration,

and

desire to promote strategic co-operation covering technical, policy, research and commercial aspects of development of the urban sector, and wishes to enter into an understanding with the following:

Scope

To develop an innovative, high tech, world class solutions to the challenges faced by Indian cities with the aim of promoting sustainable inclusive urban growth, whilst improving commercial and trade relations between our two countries. This will primarily include, but not be limited to, Smart Cities development, urban planning and transport, solid waste and water waste management and green infrastructure and affordable housing.

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Objectives

The objective of this Memorandum of Understanding (MOU) is to facilitate and strengthen India-UK institutional cooperation in the urban sector to include active business engagement, programme and project design, access to finance, knowledge exchange, innovation, research, high level visits and any other area of mutual interest and benefit. The MoU will also build on existing cooperation to the Smart Cities Mission.

Article-I

Areas of Cooperation

The Participants, subject to the provisions of this MOU and the laws, rules, regulations and national policies from time to time in force in each country, decide to develop strong, deep and long term cooperation between the two countries in the urban sector primarily in the following fields:

- i. Smart Cities Development
- ii. Solid waste management;
- iii. Green Affordable housing
- iv. Other areas of co-operation like Waste Water Management; Capacity Building of Urban Institutions, Skill Development in Urban Areas, Urban Mobility, Intelligent Transport system and Transit-Oriented Development; Innovative Access to Finance etc may also be taken up on mutual agreement between the Contracting Parties.

Article -II

Forms of Cooperation

- To make available UK technical expertise and capacity building to strengthen urban institutions and services, prepare a pipeline of high-value, investable projects and promote the exchange of best practice across India's cities.
- To facilitate access to potential financing mechanisms, handling support and investor engagement for issuing bonds (including Masala Bonds on the London Stock Exchange), as well as up to £4.5 billion from UK Export Finance, amongst others.

- To ensure sharing of research and expertise of both the countries, for mutual benefit, and to share lessons from the urban sector, across India, and globally.
- To support innovation and facilitate access to technology partnerships, to include market led innovation challenges in areas such as big data, smart mobility, IT etc. In doing so, collaborate on and develop use of competitive mechanisms to elicit world-class ideas on technology and innovation in urban & housing development and the practical implementation of the best initiatives.
- To facilitate industry-to-industry and private sector partnerships/collaborations/consortia to design solutions to cities' challenges
- To ensure that private sector investors in the urban sector are provided with adequate support to perform more efficiently based on the feedback from the industry on the operational challenges faced by them.
- To provide a high-level strategic platform to foster the India and UK partnership on urban development and to discuss areas of collaboration, providing an umbrella mechanism to consolidate existing and future interventions.

Article-III

The implementation of this Memorandum of Understanding (MoU) shall take place under the aegis of the Indo-UK Joint Working Group (JWG) on Urban Development.

The Indo-UK Joint Working Group shall meet once in a year alternately in UK and in India.

For the UK Party, the UK co-chairman of the Joint Working Group on Urban Development is the _____

For the Indian Party, the Indian co-chairman of the Joint Working Group on Urban Development is the Secretary to the Ministry of Housing and Urban Affairs.

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The JWG shall

- steer the effective implementation of this MOU by involving all concerned institutions and organizations,
- identify priorities of cooperation between the two countries and provide directives to implementing agencies,
- monitor, facilitate and ensure coherence of the activities and programs under this MOU,
- provide a mechanism for commercial issue-redressal and resolution of concerns, in such areas as procurement transparency, commercial viability of projects, payment assurance and ease of doing business etc.

Article-IV

An appraisal of the work achieved shall be made at the time of each annual meeting of the Indo-UK Joint Working Group on Urban Development.

Article-V

The topic retained for each year shall be appended to the minutes of the annual meeting of the Indo-UK Joint Working Group on Urban Development.

Article-VI

Each Contracting Party will bear their own expenses incurred towards implementation of the cooperation activities under this Memorandum of Understanding (MoU) as far as their current operating expenditure allows.

Article-VII

For the Indian party, the Indian co-chairman of the Joint Working Group on Urban Development is the nodal person for the program of action developed each year.

For the UK Party, the UK co-chairman of the Joint Working Group on Urban Development is the nodal person for the programme of action developed each year.

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Article-VIII

Any dispute relating to the interpretation or application of this Memorandum of Understanding (MoU) shall be settled amicably through direct negotiations through consultations or negotiations between the Contracting Parties.

Article- IX

The Intellectual Property Rights shall be protected and enforced by each party in accordance with its national laws, rules and regulations. Use of the logo or official emblem of a party or its Government agencies on any document created under this MOU is prohibited without the prior written approval of that party.

Article-X

This Memorandum of Understanding (MoU) shall come into force on the date of its signature and shall remain in force for an indefinite period. It can be amended at any time by written consent of the Contracting Parties. It can be terminated by either Party by giving the other Party a written six months advance notice. Such termination shall have no effects on the projects or works under implementation except by a "mutually agreeable decision" of the Contracting Parties to the contrary.

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In witness whereof, the undersigned being duly authorized thereof by their respective Governments have signed this Memorandum of Understanding (MoU).

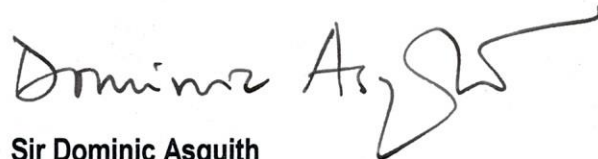
Done in London, on 17th April, 2018 in two originals each in Hindi and English languages, all the versions being equally authentic. In case of divergence in interpretation, the English text shall prevail.

For the Government of the Republic of India,
represented by [the Ministry of Housing and
Urban Affairs]



His Excellency Y.K. Sinha
High Commissioner of India
To the United Kingdom

For the Government of United Kingdom of
Great Britain and Northern Ireland,



Sir Dominic Asquith
British High Commissioner to the Republic
of India