

File No. K-15015/35/RTI/2016-SC.I  
Government of India  
Ministry of Urban Development  
Smart Cities Division

Nirman Bhawan, New Delhi  
Dated: 10<sup>th</sup> March, 2016

To

Ms. Vanya Rakesh  
No. 194, 2<sup>nd</sup> C Cross,  
Domlur 2<sup>nd</sup> Stage,  
Bangalore-560071

Sub: RTI Application of Ms. Vanya Rakesh of Bangalore-regarding.

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Please refer to your RTI Application dated 03.02.2016 received in the Office of the undersigned on 12.02.2016 seeking point-wise (5 points) information on Smart Cities Mission.


2. In so far as Smart City Division, which is under the charge of the undersigned CPIO, the requisite information is as detailed below:-

S.N.	Information Sought	Comments															
1	Kindly share documents and provide information about which actors from the Government, Private industry and the civil society are involved in the Smart Cities Mission.	Smart Cities Mission Statement & Guidelines which is available on the Mission's website ( <a href="http://www.smartcities.gov.in">www.smartcities.gov.in</a> ) envisaged role of citizens/ group of people such as Residents Welfare Associations, Tax Payers Associations, Senior Citizens and Slum Dwellers Associations etc. apart from Government of India, States/UTs and Urban Local Bodies.															
2	The Government notes on Financing of the project mentions PPPs for private funding and leveraging of resources from internal and external resources. Kindly share the relevant documents, list of organizations and copies of agreements the Government is or is planning to enter into for the purpose of the mission.	<p>In terms of mutual understanding between this Ministry, States/UTs and Foreign Agencies, this Ministry is facilitating execution of Memorandum of Understandings (MoUs)/Agreements between Foreign Agencies and States/UTs for assistance under Smart Cities Mission. Presently, following two MoUs/Agreements have been executed between foreign agencies and States/UTs:-</p> <table border="1"><thead><tr><th>S. N.</th><th>Name of Foregin Agency</th><th>State/UT</th><th>City</th><th>MoU/ Agreement date</th></tr></thead><tbody><tr><td>1.</td><td>US Trade &amp; Development Agency (USTDA)</td><td>Andhra Pradesh Uttar Pradesh Rajasthan</td><td>Vishakhapatnam Allahabad Ajmer</td><td>25.01.2015</td></tr><tr><td>2.</td><td>French Agency for Development (AFD)</td><td>Maharashtra Chandigarh Puducherry</td><td>Nagpur Chandigarh Oulgaret</td><td>24.01.2016</td></tr></tbody></table> <p>However, Copies of the same will be provided to the applicant after paying of fees of Rs. 48/- (24 pages) by the applicant to the PAO, MoUD by the mode given in para 4(a) of DoPT's order dated 16.09.2005 which states that for providing the information under sub-section (1) of section 7, the fee shall be charged by way of cash against proper receipt or by DD or bankers cheque payable to the Account Officer of the public authority at the following rates (a) rupees two for each page (in A-4 or A-3 size paper) created or copied.</p> <p>Apart from the above, various countries namely, Spain, Canada, Germany, China, Singapore, UK and South Korea have also shown interest to participate in the development of smart cities.</p>	S. N.	Name of Foregin Agency	State/UT	City	MoU/ Agreement date	1.	US Trade & Development Agency (USTDA)	Andhra Pradesh Uttar Pradesh Rajasthan	Vishakhapatnam Allahabad Ajmer	25.01.2015	2.	French Agency for Development (AFD)	Maharashtra Chandigarh Puducherry	Nagpur Chandigarh Oulgaret	24.01.2016
S. N.	Name of Foregin Agency	State/UT	City	MoU/ Agreement date													
1.	US Trade & Development Agency (USTDA)	Andhra Pradesh Uttar Pradesh Rajasthan	Vishakhapatnam Allahabad Ajmer	25.01.2015													
2.	French Agency for Development (AFD)	Maharashtra Chandigarh Puducherry	Nagpur Chandigarh Oulgaret	24.01.2016													

3	Kindly share relevant documents and copies of agreements, MoUs and contracts, disclosing the role of private companies.	No such information is available under the public authority of my control. A copy of RTI application has been sent to SC-III Division for providing the desired information directly to the applicant.
4	Kindly share documents about role of organizations, departments, ministries undertaking the task of evaluating and selecting the cities for this project.	The role of Government of India, State/UTs and ULBs has been envisaged in para 13 of the Smart Cities Mission Statement & Guidelines which is available on the Mission's website ( <a href="http://www.smartcities.gov.in">www.smartcities.gov.in</a> ).
5	Kindly share relevant documents disclosing involvement of the following foreign governments and multilateral bodies for financial and technical assistance: World Bank, Asian Development Bank, Sweden government, Malaysian government, US government, UAE government, UK government, France government, Spain's Barcelona Regional Agency, UK government-owned Department for International Development, German government KfW development bank, Japan International Cooperation Agency, The US Trade and Development Agency, United Nations Industrial Development Organization, United Nations Human Settlements Programme.	Documents related to involvement of foreign governments and multilateral bodies for financial and technical assistance are scattered in different files. Compilation of all such information would divert the limited resources of the Public authority disproportionately. However, if RTI applicant wish to have some specific information, that may be provided.

3. If you are aggrieved with the reply, you may file an Appeal within 30 days of the receipt of this letter to the Appellate Authority whose details are as under:-

Shri Munish Kumar Garg,  
Director (Smart Cities-I),  
Ministry of Urban Development,  
Room No. 210-C, Nirman Bhawan,  
New Delhi-110011,  
Tel. No.- 011- 23062399.

 Yours faithfully  
(Prem Parkash)  
Under Secretary (SC.I) & CPIO  
Tel. no. 23062951

**Copy for information to:-**

2) SO, PI Cell, M/o UD, Nirman Bhawan, New Delhi.

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE UNITED STATES TRADE AND DEVELOPMENT  
AGENCY  
AND  
THE GOVERNMENT OF ANDHRA PRADESH  
OF THE REPUBLIC OF INDIA  
ON COOPERATION  
TO SUPPORT THE DEVELOPMENT OF  
SMART CITIES IN ANDHRA PRADESH

The U.S. Trade and Development Agency ("USTDA") and the Government of Andhra Pradesh of the Republic of India (the "Government of Andhra Pradesh") (collectively referred to as "the Parties") hereby acknowledge the following:

**RECOGNIZING:**

In September 2014, the Prime Minister of India, Shri Narendra Modi, and the President of the United States of America, Mr. Barack Obama, held their first bilateral summit, and welcomed the wide range of collaborative activities undertaken to improve their citizens' lives, while agreeing to revitalize the existing partnership and find new areas for collaboration and mutual benefit.

The U.S.-India Joint Statement related to the bilateral summit, dated September 30, 2014, in which the Government of the United States welcomed India's offer for U.S. industry to be the lead partner in developing smart cities in Ajmer (Rajasthan), Vishakhapatnam (Andhra Pradesh) and Allahabad (Uttar Pradesh).

In support of developing new areas of collaboration and mutual benefit in the development of smart cities in India, USTDA and the Government of Andhra Pradesh have held discussions to collaborate on the development of smart cities in Vishakhapatnam and elsewhere in Andhra Pradesh.

**WHEREAS:**

USTDA, through early project planning assistance, supports infrastructure development in emerging markets and links U.S. businesses to global infrastructure opportunities; and

The Government of Andhra Pradesh is committed to the development of smart cities within the state of Andhra Pradesh.

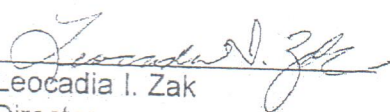
**NOW THEREFORE**, the Parties understand the following:

1. The Parties are interested in supporting the development of smart cities in Andhra Pradesh, particularly in the city of Vishakhapatnam.
2. In support of this interest, USTDA intends to contribute funding for feasibility studies/pilots, study tours, workshops/trainings, and any other projects mutually determined. Specifically, USTDA intends to invite a Smart Solutions for Smart Cities Reverse Trade Mission delegation to the United States, including delegates from Andhra Pradesh.
3. USTDA intends to support smart city infrastructure development for Andhra Pradesh by contributing funding towards advisory services to support the development of a smart city in Vishakhapatnam.

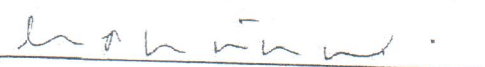
4. USTDA intends to collaborate with other U.S. government agencies, such as the Department of Commerce, the U.S.-Export Import Bank, and other trade and economic agencies to promote greater U.S. - India infrastructure development cooperation and to support the development of smart cities in Andhra Pradesh.
5. USTDA also intends to call upon U.S. industry organizations to mobilize private sector expertise and resources to address important aviation and energy-related infrastructure connected to developing smart cities.
6. The Government of Andhra Pradesh, and other relevant divisions within the state, intends to provide resources in support, coordination and facilitation of the development of smart cities, to include but not be limited to:
  - a. Technical information and data related to smart cities planning;
  - b. Staff, logistical and travel support; and
  - c. State budgetary resources.
7. USTDA support for the development of smart cities in Andhra Pradesh, shall be subject to the availability of funds and subsequent written agreements with relevant parties.
8. As a Memorandum of Understanding, this does not constitute a commitment or obligation of funds by the Parties.
9. Cooperation under this Memorandum of Understanding is intended to commence upon its signature by the Parties. Any of the Parties may discontinue its participation in this MOU upon thirty (30) days prior written notification to the other Party.
10. This MOU may be modified or amended at any time by the prior written consent of the Parties.
11. Any issues arising out of the interpretation and application of this MOU should be settled in good faith by consultation between the Parties.

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed by their duly authorized representatives on the date indicated below.  
Signed at *New Delhi* on *25 Jan* 2015 in two originals in the English Language.

FOR THE U.S. TRADE AND DEVELOPMENT AGENCY

  
Leocadia I. Zak  
Director  
U.S. Trade and Development Agency

FOR THE GOVERNMENT OF ANDHRA PRADESH

  
Chief Secretary  
Government of Andhra Pradesh

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MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE UNITED STATES TRADE AND DEVELOPMENT  
AGENCY  
AND  
THE GOVERNMENT OF RAJASTHAN  
OF THE REPUBLIC OF INDIA  
ON COOPERATION  
TO SUPPORT THE DEVELOPMENT OF  
SMART CITIES IN RAJASTHAN

The U.S. Trade and Development Agency ("USTDA") and the Government of Rajasthan of the Republic of India (the "Government of Rajasthan") (collectively referred to as "the Parties") hereby acknowledge the following:

**RECOGNIZING:**

In September 2014, the Prime Minister of India, Shri Narendra Modi, and the President of the United States of America, Mr. Barack Obama, held their first bilateral summit, and welcomed the wide range of collaborative activities undertaken to improve their citizens' lives, while agreeing to revitalize the existing partnership and find new areas for collaboration and mutual benefit.

The U.S.-India Joint Statement related to the bilateral summit, dated September 30, 2014, in which the Government of the United States welcomed India's offer for U.S. industry to be the lead partner in developing smart cities in Ajmer (Rajasthan), Vishakhapatnam (Andhra Pradesh) and Allahabad (Uttar Pradesh).

In support of developing new areas of collaboration and mutual benefit in the development of smart cities in India, USTDA and the Government of Rajasthan have held discussions to collaborate on the development of smart cities in Ajmer and elsewhere in Rajasthan.

**WHEREAS:**

USTDA, through early project planning assistance, supports infrastructure development in emerging markets and links U.S. businesses to global infrastructure opportunities; and

The Government of Rajasthan is committed to the development of smart cities within the state of Rajasthan.

**NOW THEREFORE**, the Parties understand the following:

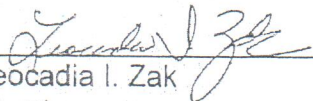
1. The Parties are interested in supporting the development of smart cities in Rajasthan, particularly in the city of Ajmer.
2. In support of this interest, USTDA intends to contribute funding for feasibility studies/pilots, study tours, workshops/trainings, and any other projects mutually determined. Specifically, USTDA intends to invite a Smart Solutions for Smart Cities Reverse Trade Mission delegation to the United States, including delegates from Rajasthan.
3. USTDA intends to support smart city infrastructure development for Rajasthan by contributing funding towards advisory services to support the development of a smart city in Ajmer.




4. USTDA intends to collaborate with other U.S. government agencies, such as the Department of Commerce, the U.S.-Export Import Bank, and other trade and economic agencies to promote greater U.S. - India infrastructure development cooperation and to support the development of smart cities in Rajasthan.
5. USTDA also intends to call upon U.S. industry organizations to mobilize private sector expertise and resources to address important aviation and energy-related infrastructure connected to developing smart cities.
6. The Government of Rajasthan, and other relevant divisions within the state, intends to provide resources in support, coordination and facilitation of the development of smart cities, to include but not be limited to:
  - a. Technical information and data related to smart cities planning;
  - b. Staff, logistical and travel support; and
  - c. State budgetary resources.
7. USTDA support for the development of smart cities in Rajasthan, shall be subject to the availability of funds and subsequent written agreements with relevant parties.
8. As a Memorandum of Understanding, this does not constitute a commitment or obligation of funds by the Parties.
9. Cooperation under this Memorandum of Understanding is intended to commence upon its signature by the Parties. Any of the Parties may discontinue its participation in this MOU upon thirty (30) days prior written notification to the other Party.
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FOR THE U.S. TRADE AND  
DEVELOPMENT AGENCY

  
\_\_\_\_\_  
Leocadia I. Zak  
Director  
U.S. Trade and Development  
Agency

FOR THE GOVERNMENT OF  
Rajasthan

  
\_\_\_\_\_  
Chief Secretary  
Government of Rajasthan

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE UNITED STATES TRADE AND DEVELOPMENT  
AGENCY  
AND  
THE GOVERNMENT OF UTTAR PRADESH  
OF THE REPUBLIC OF INDIA  
ON COOPERATION  
TO SUPPORT THE DEVELOPMENT OF  
SMART CITIES IN UTTAR PRADESH

The U.S. Trade and Development Agency ("USTDA") and the Government of Uttar Pradesh of the Republic of India (the "Government of Uttar Pradesh") (collectively referred to as "the Parties") hereby acknowledge the following:

**RECOGNIZING:**

In September 2014, the Prime Minister of India, Shri Narendra Modi, and the President of the United States of America, Mr. Barack Obama, held their first bilateral summit, and welcomed the wide range of collaborative activities undertaken to improve their citizens' lives, while agreeing to revitalize the existing partnership and find new areas for collaboration and mutual benefit.

The U.S.-India Joint Statement related to the bilateral summit, dated September 30, 2014, in which the Government of the United States welcomed India's offer for U.S. industry to be the lead partner in developing smart cities in Ajmer (Rajasthan), Vishakhapatnam (Andhra Pradesh) and Allahabad (Uttar Pradesh).

In support of developing new areas of collaboration and mutual benefit in the development of smart cities in India, USTDA and the Government of Uttar Pradesh have held discussions to collaborate on the development of smart cities in Allahabad and elsewhere in Uttar Pradesh.

**WHEREAS:**

USTDA, through early project planning assistance, supports infrastructure development in emerging markets and links U.S. businesses to global infrastructure opportunities; and

The Government of Uttar Pradesh is committed to the development of smart cities within the state of Uttar Pradesh.

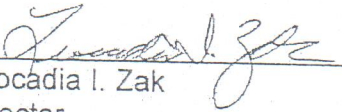
**NOW THEREFORE,** the Parties understand the following:

1. The Parties are interested in supporting the development of smart cities in Uttar Pradesh, particularly in the city of Allahabad.
2. In support of this interest, USTDA intends to contribute funding for feasibility studies/pilots, study tours, workshops/trainings, and any other projects mutually determined. Specifically, USTDA intends to invite a Smart Solutions for Smart Cities Reverse Trade Mission delegation to the United States, including delegates from Uttar Pradesh.
3. USTDA intends to support smart city infrastructure development for Uttar Pradesh by contributing funding towards advisory services to support the development of a smart city in Allahabad.


4. USTDA intends to collaborate with other U.S. government agencies, such as the Department of Commerce, the U.S.-Export Import Bank, and other trade and economic agencies to promote greater U.S. – India infrastructure development cooperation and to support the development of smart cities in Uttar Pradesh.
5. USTDA also intends to call upon U.S. industry organizations to mobilize private sector expertise and resources to address important aviation and energy-related infrastructure connected to developing smart cities.
6. The Government of Uttar Pradesh, and other relevant divisions within the state, intends to provide resources in support, coordination and facilitation of the development of smart cities, to include but not be limited to:
  - a. Technical information and data related to smart cities planning;
  - b. Staff, logistical and travel support; and
  - c. State budgetary resources.
7. USTDA support for the development of smart cities in Uttar Pradesh, shall be subject to the availability of funds and subsequent written agreements with relevant parties.
8. As a Memorandum of Understanding, this does not constitute a commitment or obligation of funds by the Parties.
9. Cooperation under this Memorandum of Understanding is intended to commence upon its signature by the Parties. Any of the Parties may discontinue its participation in this MOU upon thirty (30) days prior written notification to the other Party.
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FOR THE U.S. TRADE AND DEVELOPMENT AGENCY

  
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Leocadia I. Zak  
Director  
U.S. Trade and Development Agency

FOR THE GOVERNMENT OF UTTAR PRADESH

  
\_\_\_\_\_  
Chief Secretary  
Government of Uttar Pradesh

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE AGENCE FRANCAISE DE DEVELOPPEMENT

AND

THE GOVERNMENT OF THE UNION TERRITORY OF CHANDIGARH  
OF THE REPUBLIC OF INDIA

ON TECHNICAL COOPERATION

IN THE FIELD OF SUSTAINABLE URBAN DEVELOPMENT

The Agence Française de Développement, a French public entity governed by French law, and the Government of the Union Territory of Chandigarh, of the Republic of India, (hereinafter referred to as « The Parties ») hereby acknowledge the following:

Recognizing:

- that an Indo-French bilateral cooperation agreement has been signed on 5 October 2012 in the domain of Sustainable Urban Development between the Government of the Republic of India and the Government of the Republic of France;
- that the Prime Minister of India and the President of France had agreed during the Prime Minister of India's visit to France in April 2015, that the subject of Smart Cities was one of the priorities in Indo-French cooperation and that the French authorities would concentrate their attention particularly on the cities of Chandigarh, Nagpur and Puducherry;
- that in the context of the Smart City Mission of the Government of India (launched officially in June 2015) and for the better urban development of the city of Chandigarh, the Agence Française de Développement (AFD) and the Government of the Union Territory of Chandigarh have held discussions to collaborate bilaterally;
- that both the parties are desirous of promoting the establishment and development of closer and long term cooperation in the field of sustainable urban development with a specific reference to the development of the City of Chandigarh.

Have agreed upon the following points taking into account the applicable laws and legal provisions in each country:

ARTICLE I-

The implementation of this present MoU is based on the technical assistance programme and support for technical and financial governance, provided to the Union Territory of Chandigarh, the State of Maharashtra, and the Union Territory of Puducherry, respectively regarding the development of the cities of Chandigarh, Nagpur and Puducherry.

1.a. This technical cooperation programme will put at the disposition of the Chandigarh Administration, a pool of French experts from the public sector (French municipalities, local public companies, agencies for urban planning), complemented, if necessary, by experts from the private sector. This pool will consist of experts competent on all the aspects of sustainable urban development: integrated development and urban planning, urban transport, water and waste management, architecture and heritage, renewable energy, energy efficiency, etc.

1.b. In a larger context, the pool of experts could rotate like a roster between the three Indian cities - Chandigarh, Nagpur and Puducherry - to which similar French technical assistance will be provided.

2. If the city of Chandigarh is selected in the first round, technical support would be provided by the AFD to implement the Smart City Proposal (SCP). This support would cover the following non-exhaustive aspects:

2.a. Technical expertise to strengthen the strategy and management of urban services in the city, covering integrated development and urban planning, urban transport, water supply, sanitation and waste management, architecture and heritage, renewable energy, energy efficiency, etc.



- 2.b. Project management to oversee the detailed project reports and feasibility studies;
  - 2.c. Assistance in the creation and structuration of the Special Purpose Vehicle (SPV) to build its strategic management (human resources, finance, potential market assessment, etc.). Specific support can also be provided to draft key contractual documents.
  - 2.d. Capacity building for financial management.
3. If the city of Chandigarh is not selected in the first round, technical support would be provided to restructure the SCP based on the Central Government's assessment of the first submission.

#### ARTICLE II-

This framework will be accompanied by, wherever it may be necessary:

4. Meetings between the Parties to define the priorities and to carry out annual reviews of the actions undertaken;
5. Exchange of visits of delegations of Indian decision-makers to France and French decision-makers to India on the Smart Cities theme (like study tours / technical visits);
6. Collaboration between academic and research institutions, exchange of information, documentation and results of research in the field of smart cities;
7. Exchange of knowledge – technical know-how, institutional cooperation including capacity building, research and development, and commercial relations in the field of urban development with specific reference to Smart Cities programme;
8. Other relevant areas mutually agreed upon.

#### ARTICLE III-

To achieve these objectives:

9. The Agence Française de Développement (AFD) will bear the costs of posting French experts in India, as well as their travel costs (air tickets) between France and India and within the Indian Territory, remaining within the activities planned by this MoU and the limits of available funds;
10. The Government of the Union Territory of Chandigarh, and other relevant divisions within the Union Territory, will provide resources in support and coordination, remaining within the activities planned by this MoU and the limits of available funds, to include but not limited to:
  - 10.a. Technical information and data related to smart cities planning ;
  - 10.b. Staff, logistics, i.e. office working space, accommodation and travel support.

#### ARTICLE IV-

11. As a Memorandum of Understanding, this does not constitute a commitment or obligation of funds by the Parties.
12. Cooperation under this MoU is intended to commence upon its signature by all the Parties and will remain in force for a period of three years.
13. This MoU may be modified or amended at any time by the prior written consent of one or all the Parties.

14. Any of the Parties may revoke this MoU by giving a written notice of thirty (30) days. The revocation will not have any effect on the projects and the works already under implementation, except if a contrary decision is mutually agreed upon by the Parties.

15. Any issues arising out of the interpretation and application of this MoU should be settled in good faith by consultation between the Parties.

IN WITNESS WHEREOF, the Parties have caused this MoU to be executed by their duly authorized representatives on the date indicated below.

Signed at Chandigarh, on 24 January, 2016 in three original copies; French, English and Hindi; all three texts being equally authentic.

THE AGENCE FRANCAISE DE  
DEVELOPPEMENT



Mr. Pascal PACAUT  
Head of Asia Department

THE GOVERNMENT OF THE UNION  
TERRITORY OF CHANDIGARH



Shri Vijay. K. Dev  
Adviser to the Administrator

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE AGENCE FRANCAISE DE DEVELOPPEMENT

AND

THE GOVERNMENT OF MAHARASHTRA

ON TECHNICAL COOPERATION

IN THE FIELD OF SUSTAINABLE URBAN DEVELOPMENT

The Agence Française de Développement, a French public entity governed by French law, and the Government of Maharashtra, (hereinafter referred to as «The Parties») hereby acknowledge the following:

**Recognizing:**

- that an Indo-French bilateral cooperation agreement has been signed on 5 October 2012 in the domain of Sustainable Urban Development between the Government of the Republic of India and the Government of the Republic of France;
- that the Prime Minister of India and the President of France had agreed during the Prime Minister of India's visit to France in April 2015, that the subject of Smart Cities was one of the priorities in Indo-French cooperation and that the French authorities would concentrate their attention particularly on the cities of Nagpur, Puducherry and Chandigarh;
- that in the context of the Smart City Mission of the Government of India (launched officially in June 2015) and for the better urban development of the city of Nagpur, the Agence Française de Développement (AFD) and the Government of Maharashtra have held discussions to collaborate bilaterally;
- that both the parties are desirous of promoting the establishment and development of closer and long term cooperation in the field of sustainable urban development with a specific reference to the development of the City of Nagpur.

**Have agreed upon the following points taking into account the applicable laws and legal provisions in each country:**

**ARTICLE I-**

The implementation of this present MoU is based on the technical assistance programme and support for technical and financial governance, provided to the State of Maharashtra, the Union Territory of Puducherry, and the Union Territory of Chandigarh, respectively regarding the development of the cities of Nagpur, Puducherry and Chandigarh.

1.a. This technical cooperation programme will put at the disposition of the Maharashtra and Nagpur Administration, a pool of French experts from the public sector (French municipalities, local public companies, agencies for urban planning), complemented, if necessary, by experts from the private sector. This pool will consist of experts competent on all the aspects of sustainable urban development: integrated development and urban planning, urban transport, water and waste management, architecture and heritage, renewable energy, energy efficiency, etc.

1.b. In a larger context, the pool of experts could rotate like a roster between the three Indian cities - Nagpur, Puducherry and Chandigarh - to which similar French technical assistance will be provided.

2. If Nagpur is selected in the first round, technical support would be provided by the AFD to implement the Smart City Proposal (SCP). This support would cover the following non-exhaustive aspects:

2.a. Technical expertise to strengthen the strategy and management of urban services in the city, covering integrated development and urban planning, urban transport, water supply, sanitation and waste management, architecture and heritage, renewable energy, energy efficiency, etc.

- 2.b. Project management to oversee the detailed project reports and feasibility studies;
  - 2.c. Assistance in the creation and structuration of the Special Purpose Vehicle (SPV) to build its strategic management (human resources, finance, potential market assessment, etc.). Specific support can also be provided to draft key contractual documents.
  - 2.d. Capacity building for financial management.
3. If Nagpur is not selected in the first round, technical support would be provided to restructure the SCP based on the Central Government's assessment of the first submission.

#### ARTICLE II-

This framework will be accompanied by, wherever it may be necessary:

4. Meetings between the Parties to define the priorities and to carry out annual reviews of the actions undertaken;
5. Exchange of visits of delegations of Indian decision-makers to France and French decision-makers to India on the Smart Cities theme (like study tours / technical visits);
6. Collaboration between academic and research institutions, exchange of information, documentation and results of research in the field of smart cities;
7. Exchange of knowledge – technical know-how, institutional cooperation including capacity building, research and development, and commercial relations in the field of urban development with specific reference to Smart Cities programme;
8. Other relevant areas mutually agreed upon.

#### ARTICLE III-

To achieve these objectives:

9. The Agence Française de Développement (AFD) will bear the costs of posting French experts in India, as well as their travel costs (air tickets) between France and India and within the Indian Territory, remaining within the activities planned by this MoU and the limits of available funds;
10. The Government of Maharashtra, and other relevant divisions within the Government, will provide resources in support and coordination, remaining within the activities planned by this MoU and the limits of available funds, to include but not limited to:
  - 10.a. Technical information and data related to smart cities planning;
  - 10.b. Staff, logistics, i.e office working space, accommodation and travel support.

#### ARTICLE IV-

11. As a Memorandum of Understanding, this does not constitute a commitment or obligation of funds by the Parties.
12. Cooperation under this MoU is intended to commence upon its signature by all the Parties and will remain in force for a period of three years.
13. This MoU may be modified or amended at any time by the prior written consent of one or all the Parties.

14. Any of the Parties may revoke this MoU by giving a written notice of thirty (30) days. The revocation will not have any effect on the projects and the works already under implementation, except if a contrary decision is mutually agreed upon by the Parties.

15. Any issues arising out of the interpretation and application of this MoU should be settled in good faith by consultation between the Parties.

IN WITNESS WHEREOF, the Parties have caused this MoU to be executed by their duly authorized representatives on the date indicated below:

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THE AGENCE FRANCAISE DE  
DEVELOPPEMENT



Mr. Pascal PACAUT  
Head of Asia Department

THE GOVERNMENT OF  
MAHARASHTRA



Smt. Manisha Patankar-Mhaiskar, I.A.S  
Secretary, Urban Development  
Government of Maharashtra

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE AGENCE FRANCAISE DE DEVELOPPEMENT

AND

THE GOVERNMENT OF THE UNION TERRITORY OF PUDUCHERRY  
OF THE REPUBLIC OF INDIA

ON TECHNICAL COOPERATION

IN THE FIELD OF SUSTAINABLE URBAN DEVELOPMENT

*AED file*  
*Aug 1992*

*PA*

The Agence Française de Développement, a French public entity governed by French law, and the Government of the Union Territory of Puducherry, of the Republic of India, (hereinafter referred to as « The Parties ») hereby acknowledge the following:

Recognizing:

- that an Indo-French bilateral cooperation agreement has been signed on 5 October 2012 in the domain of Sustainable Urban Development between the Government of the Republic of India and the Government of the Republic of France;
- that the Prime Minister of India and the President of France had agreed during the Prime Minister of India's visit to France in April 2015, that the subject of Smart Cities was one of the priorities in Indo-French cooperation and that the French authorities would concentrate their attention particularly on the cities of Puducherry, Nagpur and Chandigarh;
- that in the context of the Smart City Mission of the Government of India (launched officially in June 2015) and for the better urban development of the city of Puducherry, the Agence Française de Développement (AFD) and the Government of the Union Territory of Puducherry have held discussions to collaborate bilaterally;
- that both the parties are desirous of promoting the establishment and development of closer and long term cooperation in the field of sustainable urban development with a specific reference to the development of the City of Puducherry.

Have agreed upon the following points taking into account the applicable laws and legal provisions in each country:

ARTICLE I-

The implementation of this present MoU is based on the technical assistance programme and support for technical and financial governance, provided to the Union Territory of Puducherry, the State of Maharashtra, and the Union Territory of Chandigarh, respectively regarding the development of the cities of Puducherry, Nagpur and Chandigarh.

1.a. This technical cooperation programme will put at the disposition of the Puducherry Administration, a pool of French experts from the public sector (French municipalities, local public companies, agencies for urban planning), complemented, if necessary, by experts from the private sector. This pool will consist of experts competent on all the aspects of sustainable urban development: integrated development and urban planning, urban transport, water and waste management, architecture and heritage, renewable energy, energy efficiency, etc.

1.b. In a larger context, the pool of experts could rotate like a roster between the three Indian cities – Puducherry, Nagpur and Chandigarh - to which similar French technical assistance will be provided.

2. If Puducherry is selected in the first round, technical support would be provided by the AFD to implement the Smart City Proposal (SCP). This support would cover the following non-exhaustive aspects:

2.a. Technical expertise to strengthen the strategy and management of urban services in the city, covering integrated development and urban planning, urban transport, water supply, sanitation and waste management, architecture and heritage, renewable energy, energy efficiency, etc.



- 2.b. Project management to oversee the detailed project reports and feasibility studies;
  - 2.c. Assistance in the creation and structuration of the Special Purpose Vehicle (SPV) to build its strategic management (human resources, finance, potential market assessment, etc.). Specific support can also be provided to draft key contractual documents.
  - 2.d. Capacity building for financial management.
3. If Puducherry is not selected in the first round, technical support would be provided to restructure the SCP based on the Central Government's assessment of the first submission.

#### ARTICLE II-

This framework will be accompanied by, wherever it may be necessary:

4. Meetings between the Parties to define the priorities and to carry out annual reviews of the actions undertaken;
5. Exchange of visits of delegations of Indian decision-makers to France and French decision-makers to India on the Smart Cities theme (like study tours / technical visits);
6. Collaboration between academic and research institutions, exchange of information, documentation and results of research in the field of smart cities;
7. Exchange of knowledge – technical know-how, institutional cooperation including capacity building, research and development, and commercial relations in the field of urban development with specific reference to Smart Cities programme;
8. Other relevant areas mutually agreed upon.

#### ARTICLE III-

To achieve these objectives:

9. The Agence Française de Développement (AFD) will bear the costs of posting French experts in India, as well as their travel costs (air tickets) between France and India and within the Indian Territory, remaining within the activities planned by this MoU and the limits of available funds;
10. The Government of the Union Territory of Puducherry, and other relevant divisions within the Union Territory, will provide resources in support and coordination, remaining within the activities planned by this MoU and the limits of available funds, to include but not limited to:
  - 10.a. Technical information and data related to smart cities planning ;
  - 10.b. Staff, logistics, i.e office working space, accommodation and travel support.

#### ARTICLE IV-

11. As a Memorandum of Understanding, this does not constitute a commitment or obligation of funds by the Parties.
12. Cooperation under this MoU is intended to commence upon its signature by all the Parties and will remain in force for a period of three years.
13. This MoU may be modified or amended at any time by the prior written consent of one or all the Parties.

14. Any of the Parties may revoke this MoU by giving a written notice of thirty (30) days. The revocation will not have any effect on the projects and the works already under implementation, except if a contrary decision is mutually agreed upon by the Parties.

15. Any issues arising out of the interpretation and application of this MoU should be settled in good faith by consultation between the Parties.

IN WITNESS WHEREOF, the Parties have caused this MoU to be executed by their duly authorized representatives on the date indicated below.

Signed at Chandigarh, on 24 January, 2016 in three original copies; French, English and Hindi; all three texts being equally authentic.

THE AGENCE FRANCAISE DE  
DEVELOPPEMENT



Mr. Pascal PACAUT  
Head of Asia Department

THE GOVERNMENT OF THE UNION  
TERRITORY OF PUDUCHERRY,



Shri Manoj Parida, I.A.S  
Chief Secretary  
Government of Puducherry