

Memorandum of Understanding (MoU)

between

Government of National Capital Territory of Delhi, India

and

Fukuoka Prefectural Government, Japan

on

Bilateral Cooperation

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding executed on 5th of March 2007, between Government of National Capital Territory of Delhi, India hereinafter referred to as GNCTD (which expression shall, unless repugnant to the context thereof, include its agencies and assigns) represented by the Chief Minister.

AND

Fukuoka Prefectural Government, Japan, hereinafter referred to as Fukuoka (which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns) represented by the Governor.

- Hereinafter collectively called "the Parties" -

I PREAMBLE :

GOVERNMENT OF Fukuoka Prefecture (Japan) and GOVERNMENT OF National Capital Territory of Delhi (India) share a common commitment to democracy, pluralism, human rights and the rule of law and seek to pursue economic progress and prosperity for our people in a peaceful, stable and secure global environment.

The parties during the course of the discussions between their delegations have recognized that :-

There exists the potential for strong business, commercial, cultural and development links and ;

there is need for strengthening these links particularly for economic development and also for exploring the possibility of investment opportunities.

It is now proposed to enter into an MoU between the parties to establish and expand the possibilities for business cooperation to other and allied sectors such as Economy, Tourism, Medical Science, Sports and Sports Infrastructure, Environment, Urban Development, Culture, Education and Youth Development etc. for mutual benefit, with specific emphasis on Economic Development and Cultural Enrichment.

II NOW THEREFORE THE PARTIES AGREE AS FOLLOWS :

1 Definitions :-

- (a) "MoU" means this document called a Memorandum of Understanding and appendix to this document, if any.
- (b) "Person" includes natural persons, corporations and other entities recognized by law.

2. Objectives :-

The objectives of this MoU are :

- i. To promote and expand mutually beneficial cooperation and economic development in both states within the limits of their financial, material and service capabilities and within the most current prevailing laws and regulations in their respective countries and States from time to time.
- ii. To establish collaborative projects and assignments of mutual interest and benefit in identified areas

3. Modalities :-

- i. The funding and other arrangements for the project activities in the subsequent implementation phase must be ratified, accepted and agreed by both Parties before it is implemented.
- ii. Each State shall bear its own cost incurred as a result of negotiations or as a result of any activity required to be done under the MoU and the consequent action plans emerging thereof.
- iii. The parties would progressively develop project activities and will specify to the extent possible the basic aims, objectives, corresponding respective responsibilities, accountabilities, activities,

timeliness, termination provisions, program coordination, funding arrangements and allocations, reporting requirements and any other issues deemed necessary by the Parties to effectively achieve the desired objective.

- iv. The Parties recognize that from time to time, specific project activities may be developed specifically that may necessitate signing of a specific separate agreement.

4. Scope :-

- i. This MoU does not intend to create any binding legal obligation between the Parties. The Parties would apply the MoU with a view to building relationship so as to encourage the economic development in their respective States. This MoU intends to outline collaborative arrangements to be undertaken by the Parties in relation to the operation of the projects and other activities as agreed by both Parties.
- ii. The parties desire to enhance exchange and co-operation between their two regions within the framework of their enhanced economic relationship. This MoU will further strengthen the relationship and build on the benefits to the Governments and people of both the parties.
- iii. The parties will encourage the exchange of information in the identified areas to enhance cooperation. In order to effectively do so, if need be, both parties will prepare and help in carrying out promotional events, seminars and symposiums, and exchange of delegations to promote opportunities for experience sharing and transfer of best practices between the two regions.
- iv. The parties will explore opportunities for cultural exchanges and will also provide mutual assistance and cooperation in the field of Culture and Arts, Science and Technology, Environment and issues relating to Urban Development and Urban Management.

- v. The Parties agree to specify the appropriate organizations to coordinate the various activities mentioned hereinabove. Working group meetings will be convened with mutual convenience of time and location.

5. Areas of Co-operation :-

- i Areas of cooperation shall include :
- ii Facilitating favourable conditions for co-operation in the areas of Culture, Education, Industry, Tourism, Medicine, Agriculture, Environment and Urban Development – which will include the establishment of direct contacts between people, enterprises and organizations;
- iii Promote and participate in activities which further cultural exchanges;
- iv Encourage activities which further the training and development needs in each State;
- v Any other initiative as may be identified and agreed by both parties in due course during the term of this MoU.

6. Contacts :-

- 1 The contacts for the purpose of developing the project activities set forth in this MoU shall be as follows:

Government of National Capital Territory of Delhi :

Urban Development Department

Fukuoka Prefectural Government : International Affairs Division,
Community, Culture, and Labor Affairs Department

- 2 For Fukuoka, MoU will be managed by the Director of International Affairs Division, Community, Culture, and Labor Affairs Department.
- 3 For Government of National Capital Territory of Delhi, the Principal Secretary of Urban Development Department will manage MoU.

7. Amendment :-

Any amendments to this MoU shall be in writing and signed by both the Parties or their duly authorised agents.

8. Review :-

i Parties to this MoU would meet once a year alternately in Delhi and Fukuoka to monitor, address, evaluate issues pursuant to the spirit of this MoU.

ii The Action Plan will be reviewed on an annual basis.

9. Termination :-

i This MoU may be terminated by either Party giving the other Party, in writing, three (3) months notice to terminate, or sooner upon mutual consent of the Parties.

ii Unless otherwise agreed to between the Parties in writing, termination of this MoU shall not affect the validity or duration of any project activities agreed to and commenced under this MoU.

10. Resolution of Disputes :-

Any differences or disputes, which may arise between the Parties relating to any matter under this MoU, shall be settled by negotiations.

11. Term :-

This MoU shall commence on 5th of March 2007 and remain in place for a period of five years expiring on 4th of March 2012 and period of further extension will be determined by both the parties after evaluating the first five years of the MoU.

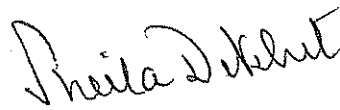
The undersigned being duly authorised thereto have signed this MoU in two originals in English language.

Fukuoka Prefectural Government

Government of National Capital
Territory of Delhi



ASO WATARU
Governor of Fukuoka Prefecture



SHEILA DIKSHIT
Chief Minister of NCT of Delhi