

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is made in New Delhi, India on 26th day of July, 2022 by and between President of India acting through Mission Director, Smart Cities Mission (Ministry of Housing & Urban Affairs, Government of India) office at Nirman Bhawan, New Delhi, hereinafter referred to as "MoHUA" which term shall, unless repugnant to the context or meaning thereof, include its successors and assigns of the **FIRST PART**.

And

All India Cycle Manufacturers Association, registered at Delhi bearing number S-14925 of 1984 with its office at 3rd Floor, PHD House, 4/2, Institutional Area, August Kranti, New Delhi – 16 (hereinafter referred to as AICMA) duly represented by its authorised Signatory, which term shall unless repugnant to the context or meaning thereof be deemed to mean its respective executives, administrators and permitted assigns Party of the **SECOND PART**,

together known as the "Participants" and individually as "Participant". A reference to a Participant includes a reference to that Participants executor, administrator, heirs, successors, permitted assigns, guardian, and trustee in bankruptcy; all of whom, respectively, are bound by the provisions of this MoU.

WHEREAS,

1. MoHUA launched the Smart Cities Mission (SCM) for development of 100 Smart Cities with the purpose of driving economic growth and improving the quality of lives of people through local area development and harnessing technology, especially technology that leads to smart outcomes.
2. The Smart Cities Mission statement and guidelines suggest that 'pedestrian friendly pathways, encouragement to non-motorized transport (e.g. walking and cycling), intelligent traffic management, non-vehicle streets/zones, smart parking, energy efficient street lighting, innovative use of open spaces, visible improvement in the Area (e.g. replacing overhead electric wiring with underground wiring, encroachment-free public areas, and ensuring safety of citizens especially children, women and elderly)' form an essential element of cities' Smart City project proposals.
3. MoHUA is committed to maximise the mode share of cycling in Indian Cities that aligns with the objectives of National Urban Transport Policy, 2006. Further, with the intent to ensure a green recovery from COVID 19, and to promote cycling infrastructure in cities, MoHUA launched the India Cycles4Change Challenge in 2020.
4. AICMA - a pan-India level not-for-profit society representing the interests of the bicycle industry, has its mission to work towards meeting ever increasing needs and

aspirations of all bicycle lovers and concurrently assist in building Ecologically Sustainable Transport and Communities based on cohesive capacity through close, continuous coordination, while ensuring desired credibility and due care.

Now, therefore, in consideration of the mutual promises and covenants contained herein, the Participants agree as follows:

5. **Purpose-** The purpose of this Memorandum of Understanding (“MOU”) is to enhance mode share of cycling to 30% by 2030 in all municipal areas in India. The intent is to cooperate in an open and transparent manner on projects that meet the objectives of the programme.

6. Roles and Responsibilities of Participants-

6.1. AICMA:

- Furnish updated data/information bicycle sector, technology and market trends
- Create a pro-cycling ad campaign focused on behavioral change for television and social media platforms. The campaign will be phased for short (1 year), medium (3 years), and long term (5 years)
- Fund and organize 2 capacity development workshops/seminars annually for diverse stakeholders on themes related to cycling which will be decided in consultation with the partners of this agreement
- Initiate conversations and conduct outreach with city and state stakeholders towards creating cycling cities
- Assign dedicated resources to coordinate and contribute towards efforts for cycling promotion stipulated in the scope.
- Measure, monitor and evaluate the progress of all initiatives undertaken under the purview of this MoU

6.2. MoHUA:

- To provide support to AICMA on best effort basis, so as to fulfill the responsibilities laid down from Points 1 to 4 below
- To provide guidance on planning and implementation of cycling interventions which will be decided in consultation with MoHUA.
- To provide guidance on communications and outreach, and community engagement strategies for such initiatives.
- To provide technical and knowledge support during any workshops/conference/events conducted as part of this MoU.
- To review and provide inputs towards mass media collaterals prepared for activities which will be decided in consultation with the partners of this agreement.

7. **General-** This MOU outlines areas where the Participants concur that they will work together to reinforce mutual efforts and to achieve common goals. Each Participant acknowledges and agrees that each enters into the binding provisions of this MOU in exchange for the investment of their time and the time of their respective participants, and each Participant agrees that such investment of time is sufficient and valuable consideration.

8. **Areas of Mutual Interest for Cooperation**

The respective mandates of the Participants will serve as the foundation for establishing collaborative approaches between the Participants and for supporting the achievement of the programme.

No intellectual property rights are granted to any Participant under this MOU and each Participant retains all of its rights in its intellectual property. For specific and committed project where one party or the other is granting any rights in intellectual property, the Participants agree to record those agreement in a written document signed by duly authorized representatives of all Participants. Intellectual Property created through or as a result of this MOU shall vest collectively in the Mission and shall only be utilised for similar actions for public welfare purposes.

9. **Working Group**

In order to monitor and coordinate this Memorandum of Understanding, there will be ongoing liaison between the participants. The Participants may establish a Working Group consisting of members from Participant that shall meet quarterly to facilitate the implementation of this MOU and any related agreements, and to explore any additional areas of mutual interest of cooperation that may arise.

10. **Acknowledgement of Cooperation**

The Participants understand and concur that they will acknowledge each other through appropriate recognition of their cooperation under this MOU. Each Participant understands and concurs that the recognition will have to be proportional to the relative contribution of each Participant. Each Participant agrees that it will not use the intellectual property of the other Participant without prior written agreement. Each Participant agrees that the other Participant may use its name in connection with activities contemplated under this MOU.

Any detailed written arrangements of cooperative activities will include the particulars of appropriate recognition in accordance with the Participants' respective policies and guidelines and agreed upon by the Participants.

Any communications, products or marketing materials developed for this purpose must comply with each Participant's policies and guidelines on the use of their official trademarks and symbols.

Each Participant understands and concurs that any recognition in respect of cooperation or activities under this MOU will not constitute or imply endorsement of each other's products or services.

11. **Financial Considerations-** Each Participant will be responsible for bearing its own costs and expenses related to the support of this MOU and the activities mentioned therein.

12. **Employees**

Each Participant will be responsible for the health and safety of its employees and service providers/consultants deployed to perform tasks within the scope of this MOU.

Each Participant agrees, and agrees to ensure that their respective representatives (employees, and/or volunteers, consultants, contractors) agree, to keep confidential, the confidential information of the other Participant for the Term of this MOU. All Participants acknowledge and agree to protect any personal information necessarily and properly disclosed to another in accordance with applicable laws and data protection as well as privacy norms as applicable or as reasonably may be considered to be applicable in India.

13. **Term-** This MOU will come into effect upon the last signature and will remain in effect until March 31st, 2023 and may be renewed for a further term or terms by mutual agreement (the "Term"). At least three (3) months prior to the end of the Term of this MOU, the Participants will conduct a joint evaluation to inform future direction of the collaboration and may mutually agree to an extension of this MOU for a period of time as defined by the Participants.

14. This MOU may be amended/ modified in writing at any time with the mutual consent signed by the three Participants.

15. Either Participant may withdraw from the MOU at any time, upon presentation of a ninety (90) days prior written notice.

16. Indemnity

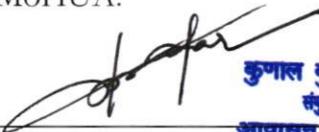
Each Participant acknowledges and agrees that the other Participants shall be released from any liability with respect to any injury, loss or damage whatsoever which may be suffered resulting from or arising out of its performance of the MOU, save and except only those matters directly resulting out of the negligent or intentional act or omission of the other Participants.

17. Resolution of Disagreements- Any disagreement regarding the application or interpretation of this MOU will be resolved by consultation between the Participants and will not be referred to a third party for settlement. Any disagreement arising out of this MoU shall be settled within India at Delhi as per prevailing law through participatory consultation and mediation proceedings.

18. Legal Disclaimer- This MOU does not create any legally binding obligation to enter into specific projects between the Participants, but represents their desire to cooperate, collaborate and to exchange information and knowledge for the common good and sets out the basic terms on which the Participants agree to engage in this preliminary exploratory exercise.

IN WITNESS WHEREOF, the Participants have executed this Memorandum of Understanding as attested by the signatures of their duly authorized representatives for such purposes.

For MoHUA:


कुगल कुमार/KUNAL KUMAR
संयुक्त सचिव/Joint Secretary
आवासन और शहरी कार्य मंत्रालय
Ministry of Housing and Urban Affairs
भारत सरकार/Govt. of India
निर्माण भवन, नई दिल्ली
Nirman Bhawan, New Delhi

Signature

Title: Sh. Kunal Kumar,
Joint Secretary & Mission Director (Smart Cities Mission)

Dated:

For AICMA:


Signature

Title: Sh AdityaMunjaj,
Vice President, AICMA

Dated:

26/07/22

कुमार कुमल कुमार
संयुक्त सचिव, Joint Secretary
आवास और शहरी मामलों
Ministry of Housing and Urban Affairs
राज्य सरकार, Govt. of India
नियंत्रण भवन, नई दिल्ली
Nirman Bhawan, New Delhi