

AGREEMENT ON THE ESTABLISHMENT
OF FRIENDSHIP AND COOPERATION BETWEEN

**GOVT. OF NATIONAL CAPITAL TERRITORY OF DELHI, REPUBLIC OF
INDIA**

AND

FUKUOKA PREFECTURAL GOVERNMENT, JAPAN

1. Introduction

The Government of National Capital Territory of Delhi, Republic of India and the Fukuoka Prefectural Government, Japan (hereinafter referred to as the "Parties"), earlier entered into a Friendship Agreement.

In furtherance of the desire to establish friendship and cooperation between the parties, thus contributing to the enhancement of the relations of strategic partnership between Fukuoka Prefectural Government, Japan and Government of National Capital Territory of Delhi.

Have agreed as follows: -

2. Purpose

The purpose of this Agreement is to

- a) Establish Friendship and Cooperation and create mechanisms for its implementation within the framework of their respective jurisdiction, on the basis of mutual respect, equality and mutual benefit, in conformity with the laws and policies of Japan and India as well as the international agreements – to which both India & Japan are Parties;
- b) Maintain regular contacts including between the designated authorities;
- c) To the above ends, to undertake exchanges involving delegations, interaction between institutions, and sharing of experiences in the areas of mutual interest.

3. Area of cooperation:

To exchange the expertise and cooperation

- a) In the field of Environment & Air Pollution.
- b) In the fields of Culture, Tourism and Heritage.
- c) In the field of Education
- d) In the field of Youth Exchange

4. Role of parties

In order to implement the activities mentioned above, the Parties will carry out their work assignments as described below:

I. Role of National Capital Territory of Delhi

- a) Solicit the support of all agencies, departments and organizations under the NCT of Delhi for implementing all relevant aspects of this Agreement.
- b) Undertake all works according to the highest professional and ethical standards.
- c) Create and operationalize a Twinning Cell in the Urban Development Department.
- d) Form a Committee to support the Twinning Cell and give technical advice.
- e) Support the organization of activity related workshops etc.
- f) Conduct community participation activities and coordinate with concerned.
- g) Maintain proper documentation regarding the various activities Undertaken in pursuance of this agreement and send annual reports to the State Government concerned and Ministry of Urban Development and Ministry of External Affairs, Government of India, besides placing on the relevant website
- h) Ensure, after signing of the Twinning Agreement, to place a copy of the same on the website of the State Government, besides formally providing a copy of the same to the Ministry of Urban Development and Ministry of External Affairs, Government of India.
- i) Any other specific role/s as agreed between the Parties

II. Role of Fukuoka Prefectural Government, Japan

- a) Solicit the support of Fukuoka Prefectural Government, Japan for implementing all relevant aspects of this Agreement.
- b) Undertake all works according to the highest professional and ethical standards.
- c) Create and operationalize a Twinning Cell at the City /Province level.
- d) Form a Committee to support the Twinning Cell and give technical advice.
- e) Support the organization of activity related workshops, study tours etc.
- f) Conduct community participation activities and coordinate with concerned.
- g) Any other specific role/s as agreed between the Parties.

5. Obligations of Parties

The Parties shall

- a) Conduct regular meetings to communicate on all programmes, projects and activities that are to be undertaken under this Agreement.

- b) Develop an annual Joint Action Plan and project proposals/activities.
- c) Ensure that financial resources to support exchanges and activities are available prior to undertaking them.
- d) Develop modalities of financial obligations and establish financial agreement for implementation of activities in the remit of the Joint Action Plan.
- e) Develop modalities of financial obligation between the Parties to cover the domestic travel and hospitality for the implementation of the projects/activities.
- f) Inform their respective national governments periodically about the activities being undertaken under this Agreement.

6. Nature of the Document

- a) This Agreement shall not create binding obligations between the Parties. Nothing in the Agreement shall preclude either of the Parties from exercising any measures and satisfying any obligations prescribed under the laws of their respective jurisdiction.
- b) This Agreement is not intended to create a legal binding obligation to expend funds or resources by either party, but is a statement of bona fide intent of the parties. It sets forth the entire understanding of the parties in respect of the collaboration considered.

7. Implementation of the Agreement

- a) The Parties shall, within the remit of their respective capacities, mandates and resources, and subject to applicable laws, make the necessary arrangement to ensure mutually satisfactory implementation of this Agreement.
- b) The Parties shall publicize this Agreement by mentioning such cooperation in any relevant documents and materials related to the activities implemented under this Agreement.

8. Amendment

This Agreement may be amended at any time by written agreement between the Parties.

9. Duration & Termination of Agreement

The Twinning Agreement shall remain in force for three years. Recalling the Agreement signed between the parties hereto on 22nd November, 2012 which expired on 31st March, 2017, the parties desire to extend the mutual cooperation effective from 1st April, 2017 on the terms and conditions set forth herein. Thereafter it may be renewed by mutual written consent unless either Party gives a written notice to the other Party of its intention to terminate the Agreement at least three (03) months in advance. The termination of an existing Agreement shall not affect completion of the ongoing projects carried out under such Agreement

10. Nodal Officers

The Nodal Officers for this Agreement shall be as under: -

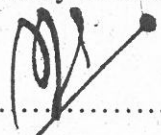

- I. For the Govt. of National Capital Territory of Delhi India:- Principal Secretary, Department of Urban Development, Government of National Capital Territory of Delhi, 9th Level, C-Wing, Delhi Secretariat, IP Estate, New Delhi – 110001.
- II. For the Fukuoka Prefectural Government, Japan: - Director General, International Affairs Bureau, Fukuoka Prefectural Government, Japan.

11. Settlement of Disputes

Any dispute, controversy or claim arising out of the interpretation, implementation or application of the agreement shall be settled through direct negotiations and amicably settled through conciliation and discussions.

IN WITNESS WHEREOF the undersigned being duly authorised there to have signed this Agreement.

Signed in Delhi on 16th January, 2018 in two originals in English language.

For and behalf of Government of National Capital Territory of Delhi 	For and on behalf of Fukuoka Prefectural Government, Japan 
Name: Arvind Kejriwal	Name: Hiroshi Ogawa
Designation: Chief Minister	Designation: Governor