

**Memorandum of Understanding
between
Pune Smart City Development Corporation Limited (PSCDCL)
and
3D Program for Girls and Women, United Nations Foundation, Washington DC**

This non-binding Memorandum of Understanding (MoU) is on August 7, 2018 at Pune by and between:

Pune Smart City Development Corporation Ltd. (PSCDCL) through its CEO Rajendra Jagtap and 3D Program for Girls and Women, United Nations Foundation, Washington DC (3D Program) through Dr. Geeta Rao Gupta, Executive Director.

PSCDCL and 3D program are hereinafter individually referred to as "Party" and collectively as "Parties", as the context may require.

WHEREAS,

PSCDCL is a Special Purpose Vehicle (SPV) formed under Govt. of India's Smart City mission for the implementation of Smart City projects in Pune. PSCDCL was incorporated as a Public Limited Company under the Companies Act, 2013 on 23 March 2016. The Government of Maharashtra and the Pune Municipal Corporation (PMC) are shareholders in PSCDCL with an equal proportion of 50:50, as per the guidelines of Smart City Mission of the Government of India.

The 3D Program for Girls and Women is hosted by the United Nations Foundation. The United Nations Foundation is registered as a 501(c)(3) charitable organization with the United States federal government. The 3D Program for Girls and Women was founded in March 2017 and in its first three years, is working in Pune District and Pune City, Maharashtra State, India.

The goal of the 3D Program for Girls and Women is to advance gender equality and girls' and women's empowerment by facilitating convergent action across stakeholders and sectors to increase economic opportunities for vulnerable groups of girls and women and address their health, education and safety needs.

Objective

This MoU outlines a planning process to develop and implement an efficient and environmentally sound solid waste management (SWM) system which also facilitates convergent action across stakeholders to benefit waste pickers and their families in the jurisdiction of Pune Smart City Development Corporation Limited, Pune.

The Parties have agreed to sign this non-financial non-binding MoU as a statement of intent and to provide a framework for collaboration between the parties.



Specific Areas of Collaboration

Together the parties will create and facilitate a working group of relevant Municipal and State Government officials; technical and other experts provided by the 3D Program will be a part of this group along with representatives of waste pickers. The group shall be empowered to include additional members as may be needed on an ad hoc or continuous basis, and will be chaired by the CEO, PSCDCL, Pune and endorsed by the Chairperson, PSCDCL, and Municipal Commissioner, PMC. The group will do the following:

- Create a system for Solid Waste Management (SWM) to ensure a participatory, decentralized, economically efficient, environmentally robust plan based on minimization of wet waste at source through promotion of in-situ composting and maximizing recycling through inclusion of waste pickers; this system will be incubated within PSCDCL for Aundh ward for two years, with the intent of expanding it through the PMC to the entire city of Pune
- Provide waste pickers with a sustainable livelihood
- To improve access to and use of government social welfare benefits, programs and services provided to waste pickers and their families
- Jointly set measurable targets for improved outcomes in health, education, safety and livelihoods for waste pickers and their families, particularly their daughters. These could include an increase in composting of wet waste at source, increase in recycling rates, reduction in waste collection and transport, recovery and better management of all streams of waste, improved and higher access to schemes, higher outlays in budgets for the welfare of waste pickers, facilitation of access through single window systems

Roles and Responsibilities

PSCDCL:

- Identify and secure members of the working group from key PMC departments
- Deploy experts to undertake community surveys, financial analysis and other research to inform the planning process
- Convene regular meetings of the working group
- Ensure that working group proceedings inform city level planning and budget allocations
- Hold members accountable for targets and outcomes by establishing a monitoring process
- Formally adopt and implement the SWM plan that emerges from these consultations

3D Program for Girls and Women:

- Provide support to the CEO, PSCDCL to convene regular meetings of the planning committee, including setting the agenda, highlighting action points and following up as needed



- Provide technical experts on SWM platforms and barriers to access of social welfare benefits and services to generate data-driven recommendations for the structure, governance, staffing, and management processes of the platform
- Gather and provide feedback from waste pickers and their families ensure that the platform is responsive to their economic and social needs
- Organize meetings/workshops with key stakeholders to take forward the SWM plan

Other Activities

As mutually beneficial opportunities emerge between the PSCDCL, Pune and the 3D Program for Girls and Women.

Timeframe and Termination

This MoU will be in existence from July 15, 2018 to March 12, 2020, with the possibility of an extension based on mutual written agreement between the parties.

Both the parties may terminate this MoU at any time by notice with immediate effect if it reasonably believes that its performance, or any aspect of it, result, or might breach any legal, regulatory, ethical or audit independence requirement in the jurisdiction, or any other reason.

Reporting, Monitoring and Evaluation

Taking into consideration the resulting collaborative activities to be undertaken by both the parties in pursuit of this MoU, specific arrangements for monitoring and evaluating, reporting results and impact of such activities will be embedded in the terms of reference for each of the proposed activities in a manner that is agreeable to both parties.

Protection of Intellectual Property Rights

All intellectual property rights created associated under this MoU will be shared between the parties.

Management of Dispute between Parties

Any disputes between the parties arising out of or relating to activities under this MoU shall be discussed in a project review meeting. No decision will be taken without hearing both the parties.

Change in Terms

This non-financial MoU may be modified or amended only by written agreement between the parties. Either party can withdraw from the agreement by providing reasonable reasons with a 60-day notice period.

Other Terms:

Sharing of Information

As may be appropriate from time to time, each Party may share information with the other on a regular basis regarding the arrangement under this MoU. Both the parties will be solely and entirely responsible for any third information or materials, that they will be share with each other, with regards to its requisite rights, authorization, or agreements, in place, enabling accessibility and usage of such information.

Confidentiality

The Parties agree and acknowledge that sensitive information and confidential data will be exchanged between the parties pursuant to this MoU. Such data will be marked confidential ("Confidential Information"). Each Party agrees that it will maintain confidentiality of the Confidential Information disclosed to it by the other Party under this MoU and will ensure that this clause is strictly adhered to by its officer, employee, agents, consultants and representatives. In case of expiry or termination of this MoU, each party will promptly return all confidential information, to the disclosing Party upon request after expiry/ termination of this MoU.

Expense

Unless otherwise specifically agreed to in writing by the Parties for implementing the Scope of Services, each Party will bear the respective costs of carrying out the obligations under this MoU.

Counterparts

The Memorandum of Understanding (MoU) may be signed in any number of counterparts, all of which taken together will constitute one and the same instruments. CII and PMC may enter into Memorandum of Understanding (MoU) by signing any such counterpart and each counterpart may be signed, executed and transmitted by facsimile transmission and will be as valid and effectual as if executed as an original.

Entire Agreement

This MoU contains the entire understanding between the parties hereto and supersedes all prior arrangements, understanding and agreements, written or oral, on the subject hereof. Any part of this MoU which is not enforceable due to any reason whatsoever will be deemed to be inoperative and the rest of the MoU will continue to be valid and binding on the Parties hereto.

Representation

Each Party hereby represent to the other that it has all necessary power and authority to execute and deliver this MoU.



Cooperation

PSCDCL and 3D program acknowledge that they have entered into the Memorandum of Understanding (MoU) in good faith and will cooperate in good faith to achieve the objective set herein.

In witness whereof, the undersigned Parties have executed this MoU as of the date indicated above:

Authorised Signature and Date

geeta rao gupta Aug 7, 2018
Dr. Geeta Rao Gupta
Executive Director
3D Program for Girls and Women

07/08
Shri Rajendra Jagtap
Chief Executive Officer
Pune Smart City Development Co. Ltd.

Witness

[Signature] 8/7/18
Signature Date

Witness

Abhishek 7/8/2018
Signature Date