# MEMORANDUM OF COOPERATION

#### BETWEEN

# THE MINISTRY OF URBAN DEVELOPMENT GOVERNMENT OF THE REPUBLIC OF INDIA

AND

# THE DEPARTMENT OF TRANSPORTATION OF THE UNITED STATES OF AMERICA

# ON COOPERATION

# IN PUBLIC TRANSPORTATION SCIENCE AND TECHNOLOGY

Ministry of Urban Development, Government of the Republic of India and the Department of Transportation of the United States of America (hereinafter referred to as "the Participants"):

Recognizing that new developments in the field of transportation technology can make important contributions towards promoting, encouraging, and advancing safe, economical, efficient, and environmentally sound public transportation systems: and

Desiring to promote scientific and technological cooperation and collaboration in the field of public transportation have reached agreement as follows:

### Article I

The Participants intend to undertake cooperation and collaboration in public transportation science and technology on the basis of equality, reciprocity and mutual benefit.

#### Article II

The Participants intend that the cooperation and collaboration may include the following fields:

- 1. Public transportation
- 2. Intermodal transportation
- 3. Safety transportation
- 4. Transportation for Persons with Disabilities
- 5. Intelligent Transportation Systems (ITS)
- 6. Traffic Information Center
- Capacity building and training in public transportation
- 8. Other fields of mutual interest

The Participants may identify specific projects for cooperation in public transportation science and technology within the above-mentioned fields. Identification of areas of cooperation and their implementation may be made while paying due attention to the state of art of technology regarding such projects.

#### Article III

The Participants may pursue cooperation through one of the following methods:

- Exchange of scientific and technical information on subjects of mutual interest;
- Exchange of specialists, delegations, and scientific and technical personnel;
- Joint organization of symposia, seminars, training programs and other meetings;
- 4. Joint research in urban transportation science and technology; and
- 5. Other forums of cooperation as mutually agreed.

#### Article IV

With regard to the cooperative activities under this Memorandum, the Participants may allow, as appropriate, the participation of other relevant governmental agencies, researchers and organizations from all sectors of the research establishment, including universities, national laboratories, and the private sector.

#### Article V

In order to coordinate the cooperative activities, each Participant may designate a representative to be responsible for determining the particular directions of cooperation and for ensuring the effectiveness of exchange. The representatives of the Participants or their designated coordinators should, by correspondence, consult with each other and define the cooperative activities and other related matters. When necessary, they may meet to consider matters related to the implementation of this Memorandum.

#### Article VI

The cooperation is subject to the availability of funds and personnel.

#### Article VII

Specific cooperative projects and activities may be embodied in separate memoranda or plans between the Participants, which may cover the subject, procedures, and terms of cooperation to be undertaken, the entities involved, funding, and other appropriate matters related to the conditions of such cooperation.

#### Article VIII

The Participants may consult, as appropriate, in respect of any matter that may arise from, or in connection with, the Memorandum.

#### Article IX

Scientific and technical information of a non-proprietary nature derived from the cooperative activities conducted under the Memorandum may be made available to the public through customary channels and, in accordance with, the normal procedures of the Participants and other governmental entities involved in the cooperative activities.

#### Article X

Information transmitted by one Participant to the other under this Memorandum should be accurate to the best knowledge and belief of the transmitting Participant, but the transmitting Participant does not intend to warrant the suitability of such information for any particular use or application by the receiving Participant.

#### Article XI

The activities under this Memorandum should commence on the date of signature below. Either Participant may end its cooperation under this Memorandum at any time, but should attempt to provide sixty (60) days prior written notification to the other Participant. The Participants should endeavor to complete or continue specific activities then underway, if they so choose.

FOR THE MINISTRY OF URBAN DEVELOPMENT GOVERNMENT OF THE REPUBLIC OF INDIA:

Dated in Washington DC on September 19, 2007 in the English language

FOR THE DEPARTMENT OF TRANSPORTATION OF THE UNITED STATES OF AMERICA:

S. Jaipal Reddy

Minister for Urban Development

Mary E. Peters

mary E.

Secretary of Transportation

# MEMORANDUM OF UNDERSTANDING

## BETWEEN

## THE GOVERNMENT OF INDIA

AND

THE GOVERNMENT OF COLOMBIA

ON

CO-OPERATION IN THE FIELD OF URBAN PUBLIC TRANSPORT SYSTEMS AND URBAN TRANSPORT PLANNING

#### PREAMBLE

The Government of India through its Ministry of Urban Development and the Government of Colombia through its Ministry of Transport (hereinafter referred to in the singular as a "Party" and jointly as the "Parties");

**DESIROUS** of facilitating capacity development in the field of urban public transport systems and urban transport planning.

#### HAVE REACHED THE FOLLOWING UNDERSTANDING:

#### ARTICLE 1

- 1. The competent authorities responsible for the implementation of this Memorandum of Understanding (hereinafter referred to as "this MoU"), shall be—
  - (a) In the case of the Government of India the Ministry of Urban Development (hereinafter referred to as "GOI"); and
  - (b) In the case of the Government of Colombia, the Ministry of Transport (hereinafter referred to as "GOC")

#### ARTICLE 2

1. The Parties shall co-operate in the field of urban public transport systems and urban transport planning in accordance with the applicable domestic law in force in the respective countries in which the activities are undertaken.

#### ARTICLE 3

- 1. The co-operation under this MoU shall be for supporting capacity development in both countries in the area of urban public transport systems and urban transport planning. The objectives of the MOU would be implemented through the following measures:
- (a) Study visits undertaken by key decision makers and other concerned personnel in either of the two countries to visit best practices in the other country;
- (b) Internships by personnel in either of the two countries with institutions in the other country.

- (c) Training of personnel in either of the two countries in leading training institutions of the other country.
- (d) Specialist and technical support by experts in one country for projects in the other country.
- (e) Participation by experts of country in seminars and conferences in the other country.
- 2. The specific responsibilities of the two parties will be as follows:
  - a) All costs associated with study visits and participation in conferences, seminars, training programs, etc will be borne by the party whose personnel and experts are participating in such study visits, conferences, seminars, training programs, etc. except if agreed upon differently in any specific case. Electronic communication for the purpose shall be emphasized.
  - b) Cost of experts invited from one country to assist projects in the other country will be borne by the country inviting such experts
  - c) The host country will facilitate and provide support in arranging meetings and other local programs

#### ARTICLE 4

- (1) For the effective implementation of this MoU, each Party shall designate a person to act as co-ordinator, who shall be responsible for the arrangement and implementation of co-operation under this MoU.
- (2) The designated coordinators shall, in writing, agree on a detailed work plan for the implementation of this MOU.

#### ARTICLE 5

- (1) This MoU may be amended by mutual consent through an Exchange of Notes between the Parties.
- (2) An amendment shall not affect any rights and obligations arising from this MoU before the effective date of the amendment unless the Parties agree otherwise.

#### ARTICLE 6

Any disputes between the Parties arising out of the interpretation or implementation of the provisions of this MoU shall be settled amicably through consultation and negotiation between the Parties.

#### ARTICLE 7

- (1) This MoU shall come into force on the date of signature by both the Parties.
- (2) This MoU shall remain in force initially for a period of three years. Thereafter, it shall be renewed for further periods as may be agreed upon between the parties.
- (3) The termination of this MoU shall not in any way affect the activities undertaken during the validity of this MoU before the date of termination, which shall be carried out till its completion.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have signed and sealed this MoU in two originals each in the Spanish and English languages, all texts being equally authentic. If any conflict between the texts, the English text shall prevail.

DONE at Bogotá on this 31st day of May 2007.

FOR THE GOVERNMENT OF THE REPUBLIC OF INDIA

FOR THE GOVERNMENT OF THE REPUBLIC OF COLOMBIA

S. JAIPAL REDDY

Minister for Urban Development

ANDRES URIEL GALLEGO HENAO

Minister for Transport