

MEMORANDUM OF UNDERSTANDING

BETWEEN

Pune Municipal Corporation

AND

Birmingham City Council

FOR

Smart City Partnership on Food

Memorandum of Understanding between Pune Municipal Corporation and The Birmingham City Council For Smart City Partnership on Food

This Memorandum of Understanding (“**MoU**”) is entered into at _____ on this _____, 2018 (“**Executed Date**”) by and between:

Pune Municipal Corporation, a body constituted under the provision of Maharashtra Municipal Corporation Act 1949 having its registered office at PMC Main Building, Near Mangla Theatre, Shivaji Nagar, Pune - 4110005 through its Municipal Commissioner, Mr Kunal Kumar (hereinafter referred to as “**PMC**”) of the **First Party**.

AND

The Birmingham City Council is the local government body responsible for the governance of the City of Birmingham in England, which has been a metropolitan district since 1974. (hereinafter referred to as “**BCC**”) of the **Other Party**.

PMC and BCC are hereinafter individually referred to as “**Party**”, and jointly referred to as “**Parties**”.

AND WHEREAS the Hon’ble Standing Committee of the PMC has approved the MOU via its Resolution Number XXX dated XXX and the Health and Wellbeing Board of BCC has approved it via XXX

This MOU sets down the mutually agreed broad framework among the parties for developing a partnership between the two cities to tackle all forms of malnutrition (this includes overweight and obesity, micronutrient deficiencies and undernutrition) using smart approaches. It also incorporates the modalities for collaboration. This MoU is valid for the period of five years from the date of signing the MoU, from XXXX to XXXXX.

1. PREAMBLE

The Parties have a common ambition to seize opportunities to support safer, healthier and more sustainable city food environments which prevent malnutrition (overweight, obesity, micronutrient deficiencies and undernutrition), and build on smart approaches to urban development. They will strive to become food smart

cities.

A Food Smart City will use data and technology to change the way that food is produced, processed, distributed and consumed. It considers food quality and equitable access, disrupting food systems that are not sustainable or cause food insecurity and poor nutrition. They are by nature multi-sectoral, developed by entrepreneurs, nutritionists, public health experts, agricultural experts, policy makers, and civil society members committed to a sustainable, healthy food future.

2. PURPOSE

PMC and BCC agree to implement, in the areas of mutual interest, cooperative and collaborative activities incorporating a focus on prevention of all forms of malnutrition (obesity, overweight, micronutrient deficiencies and undernutrition) into the planning and management of the city and the services and businesses therein and the use of data to inform decision-making across city agencies and sectors. This is facilitated by the instrument of this MOU as detailed below.

Specifically, the purpose of this partnership will be to ensure that when our citizens are eating food prepared out of their homes, the food which available and promoted is safe, nutritious, affordable and procured in a manner which supports environmental sustainability and local economic development. Within the scope of our partnership we will consider the specific powers at our disposal to influence this, namely:

- 1) The leverage which our respective city authorities have as purchasers of food for consumption in public institutions (particularly by those most vulnerable to poor nutrition)
- 2) The infrastructure which we have at our disposal to support the promotion of nutritious food and restrict the promotion of unhealthy fast food
- 3) The data which we can harness and connect to empower consumers to make better choices about where and what they eat and to help policy makers develop and implement the right mix of regulations to control the food on offer.

This MoU reflects the spirit of partnership between the Pune City and BCC.

3. ROLES AND RESPONSIBILITIES

The parties will:

- Allocate an officer with responsibility for operational support to the partnership on a routine basis
- Consult key city stakeholders on the priorities which the partnership should focus on
- Consult citizens on the priorities which they have for the city food environment
- Consult and work together with the city's food sector on the priorities
- Work together to refine these priorities into areas of common action and learning from each other and exchanging ideas.
- Provide the leadership commitment to the partnership, through the allocation of a Senior Responsible Officer (In Birmingham's case this will be the Director of Public Health). This will allow for the agreement of a joint workplan with key milestones and outcome and an annual review of progress. Specifically they will work with those networks which are supporting the smart city agenda.
- Provide the necessary resources and staff support to ensure the areas of common action can be successfully supported through to completion
- Seek opportunities for communicating the learning and experience gained from the partnership with other cities worldwide and within India and the UK
- Seek opportunities for engaging a wide range of city stakeholders to maximise the impact of the partnership into areas beyond the direct control or influence of the local / municipal authority.
- Secure the support of an elected member, for Birmingham this will be Councillor Paulette Hamilton, Cabinet Member for Health and Social Care to champion the partnership

4. GENERAL TERMS AND CONDITIONS

- Each party shall bear its own cost and expenses subject to necessary approvals from competent authority (if any) in the implementation of this MoU.
- Any part of this MoU may be modified or changed by mutual agreement of the parties hereto in writing. The modifications/changes shall be effective from the date on which they are modified/ extended unless otherwise agreed to.

- The Food Foundation will help to determine and provide the kind of technical expertise that would advance Food Smart Cities partnership between the two cities. Specifically, the Food Foundation, with generous support from the Tata Trusts and UK Department for International Development will help with documentation of evidence of what works, support with the citizen engagement, helping to communicate this learning from the partnership at a global level, and the creation of an online facility for learning exchange between the two cities.
- The parties will take utmost care to provide assistance and information required for the smooth running of technical assistance towards Food Smart Cities programme.

5. **DISPUTE RESOLUTION**

- All disagreements/differences of opinion/disputes regarding the interpretation of the provisions of this MoU shall be resolved by mutual consultation by the signatories.
- If the disputes are not mutually resolved, the same shall be referred to the sole Arbitrator appointed with mutual consent of all parties.

6. **LIABILITY AND INDEMNITY**

- In no event shall either party be liable for any direct, indirect, consequential damages or loss even if the other party has been advised of the possibility of damages.
- Neither party will be liable for either performance delays or for non-performance due to causes beyond its reasonable control.

In witness whereof the undersigned, duly authorized thereto, have signed this **MoU** on this day XXX.

For and on behalf of the **PMC**

For and on behalf of **BCC**

**Municipal Commissioner
Pune Municipal Corporation**

Chief Executive Officer

[OFFICIAL SEAL]

[OFFICIAL SEAL]

WITNESSES:

WITNESSES:

1.

2.