



AGREEMENT OF CULTURAL AND ACADEMIC COOPERATION BETWEEN THE UNIVERSIDAD DE LAS ARTES DE CUBA AND THE REGENTS OF THE UNIVERSITY OF NEW MEXICO, ON BEHALF OF ITS LATIN AMERICAN AND IBERIAN INSTITUTE

ON THE ONE HAND: The University of the Arts, Institute of the Ministry of Culture of the Republic of Cuba, with the legal address of Calle 120 No. 1110 between 9th and 13th, Cubanacán, Playa, Havana, Cuba, represented herein by Dr. Rolando González Patricio, in his capacity as Rector, and which shall be referred to within this document as **ISA**.

ON THE OTHER HAND: The University of New Mexico, on behalf of its Latin American and Iberian Institute, represented herein by Dr. Chaouki T. Abdallah, in his capacity as Provost and Executive Vice President for Academic Affairs, and which shall be referred to within this document as **UNM**.

BOTH PARTIES: Recognizing each other's legal status and representation, and acknowledging their legal capacity to enter into the present agreement, having received the documents which require signature, properly collated, and consistent with the legal documentation of each institution and their necessary legal requirements, authorize the representatives of each party to sign this document. Based on the above, the parties define and agree to the following:

GENERAL DEFINITIONS OF THE PARTIES:

DEFINITIONS OF THE ISA:

1. The ISA is an institution which falls under the Ministries of Culture and Higher Education of the Republic of Cuba, whose mission is to develop comprehensive university training and continuous improvement in the areas of artistic creation and cultural management. Links with the previous system of general and artistic education have evolved into more contemporary production and practices based on the current demand for cultural development, from a humanistic and revolutionary understanding of art and culture.
2. It was incorporated by Law No. 1307, dated July 29, 1976 by the Council of Ministers, with its own legal status and independent assets, thereafter calling itself the Institute of Superior Art (ISA).
3. By agreement No. 7368 dated February 28, 2013, the Secretary of the Council of Ministers of the Republic of Cuba approved the transformation of the Institute of

Superior Arts (ISA) into a university, assigning it to the Ministry of Culture, and referring to it going forward as the University of the Arts.

4. Its legal representative is Dr. Rolando González Patricio, in his role as Rector, according to Resolution No. 63 dated September 1, 2008, by the Ministry of Culture of Cuba.

DEFINITIONS OF UNM:

1. UNM is an institution of higher education established by decree by the Territorial Legislature in 1889 with full legal standing. UNM's main responsibility is to serve the citizens of the State of New Mexico by providing educational opportunities at post-secondary and graduate level, to foster and conduct scientific and humanistic research; to give adequate knowledge and understanding to the highest possible number of citizens to become responsible members of a democratic society and to provide other services that increase the general culture and well being of the people.
2. According to UNM's policy and procedures, the Provost/Executive Vice President for Academic Affairs is authorized to enter into agreements of cooperation with other institutions of higher education.
3. UNM's organic structure includes the Latin American and Iberian Institute, which has the following functions: to foster, develop and supervise fulfillment of *convenios* and agreements between academic and administrative units at UNM with Latin American and Iberian counterparts; and to jointly integrate appropriate work programs and to supervise their development.

DECLARATIONS OF BOTH PARTIES:

BOTH PARTIES are interested in:

1. Equally sharing academic and cultural interests; encouraging cooperation and exchange in all areas of mutual academic benefit; increasing the basis of friendship and cooperation through educational exchanges between Cuba and the United States; jointly publishing results obtained from academic projects or those of social or cultural promotion, unless otherwise agreed to in writing; providing teaching and research staff and students from the visiting university similar treatment to that given to their own teaching and research staff and students, under the terms of this agreement, by providing access to academic, scientific, and cultural services such as access to libraries, laboratories, and gymnasiums.

CLAUSES:

CLAUSE 1. INTENTIONS TO BE PURSUED BY THE PARTIES

The purpose of this general agreement includes, among others which may arise, the following actions:

1. Development of joint research projects.

2. Organization of joint academic and scientific activities such as courses, conferences, or lectures.
3. Exchange of teaching and research personnel.
4. Exchange of students.
5. Exchange of publications and other materials of common interest.
6. Exchange of and collaboration in cultural projects.

Cooperative projects under this general agreement may include any of the academic disciplines represented at either of the two institutions.

CLAUSE 2. OBLIGATIONS OF BOTH PARTIES

1. To prepare a detailed program which will outline the conditions that will be followed in the implementation of the objectives outlined in Clause 1. These objectives will be included as an appendix to the general terms of this agreement. This appendix may include the following items:
 - 1.1 Scope of each institution's responsibilities regarding agreed upon activities.
 - 1.2 Schedule for specific activities.
 - 1.3 Budgets and financing sources for each activity.
 - 1.4 Any other items necessary to conduct events in a smooth and efficient manner.

CLAUSE 3. RESPONSIBLE AUTHORITIES FOR EACH PARTY

1. **EACH PARTY** will designate an appropriate person at each institution to coordinate the development and supervision of joint activities. Either institution may, through these coordinators, present proposals for activities covered by the present agreement.
 - 1.1 The **ISA** shall designate Dr. Yamile Deriche Redondo, Vicerrectora of the Universidad de las Artes, as the party responsible for the completion of the activities agreed upon in this Agreement.
 - 1.2 **UNM** shall designate Dr. Susan B. Tiano, Director of the Latin American and Iberian Institute of **UNM**, as the party responsible for the completion of the activities agreed upon in this Agreement.

CLAUSE 4. ACTIONS OF THE RESPONSIBLE AUTHORITIES OF EACH PARTY

1. The persons designated as coordinators of each PARTY will be responsible for evaluating activities covered by this agreement, in accordance with the practices of their respective institutions. They shall have the authority to make decisions related to the present Agreement, through prior consultation and approval of those who signed this document.
2. Any change, modification, addition, suppression or amplification which needs to be made to this Agreement after it has been signed, should be approved by the

responsible authorities of EACH PARTY, and should be approved in writing through Annexes which will be formally signed by **THE PARTIES**, thereby becoming part of this Agreement.

CLAUSE 5. STATE OF THE FULFILLMENT OF THE AGREEMENT

1. **BOTH PARTIES** shall monitor the fulfillment of this Agreement semiannually. Other periods of monitoring may be determined as necessary.

CLAUSE 6. GOOD FAITH AND CONFLICT RESOLUTION

1. **BOTH PARTIES** agree to comply in good faith with the obligations they are undertaking in this agreement and to amicably resolve any dispute which may arise as a result of the execution of same agreement.

CLAUSE 7. CLAIMS

1. **BOTH PARTIES** have the right to make relevant claims for any breach of the terms of this agreement, in writing, stating the grounds on which the claim is based.
2. The party against which a claim is directed, shall have a period of thirty (30) working days from the date of its receipt to respond.

CLAUSE 8. TERMS AND TERMINATION

1. This agreement will become effective upon signing by **BOTH PARTIES** and shall renew automatically for successive terms of five (5) years each, unless terminated in writing as provided for in this agreement.
2. This agreement may be also terminated by either **PARTY** due to any breach of contract, provided that the breach has not been corrected in the course of thirty (30) working days following the date on which the claimant has demanded the correction.
3. This agreement may be terminated by unilateral accord of the **PARTIES** if expressed in writing and communicated to each other with a minimum notice of ten (10) business days prior to the effective date of termination.
4. Should either party wish to terminate the agreement, the institution wishing to terminate the agreement should provide notice in writing of its intention at least six (6) months prior to the termination date.



CLAUSE 9. LEGAL ADDRESS

For the purposes of this Agreement the institutions note the following legal addresses:

FOR LA UNIVERSIDAD DE LAS ARTES

Relaciones Internacionales
Universidad de las Artes
Calle 120 # 1110 entre 9na. y 13 Reparto Cubanacán, Playa
La Habana, CP 11600
CUBA
Lic. Sonia Ortega Bravo, Especialista en Relaciones Internacionales
Tel. 537-2088075 E-mail: vrrri@isa.cult.cu
<http://www.isa.cult.cu>

FOR THE REGENTS OF THE UNIVERSITY OF NEW MEXICO

Latin American and Iberian Institute
801 Yale NE, MSC02 1690
1 University of New Mexico
Albuquerque, New Mexico 87131-0001
USA
Dr. Susan B. Tiano, Director, Latin American and Iberian Institute
Tel. 505-277-2961 Fax: 505-277-5989 E-mail: stiano@unm.edu
<http://lail.unm.edu>

The present Agreement is signed in duplicate in four (4) copies, two (2) in English and two (2) in Spanish, all contents being identical and equally valid. Both parties shall retain one copy of each



FOR THE ISA



Dr. Rolando González Patricio
Rector

Date: _____



**FOR THE REGENTS OF THE
UNIVERSITY OF NEW MEXICO**

Dr. Chaouki T. Abdallah
Provost and Executive Vice
President for Academic Affairs

Date: Dec 16/2014