

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
GOVERNMENT OF THE REPUBLIC OF COLOMBIA
AND THE
SMITHSONIAN INSTITUTION

THIS AGREEMENT is entered into, by and between the Government of the Republic of Colombia (hereinafter referred to as "Colombia") and the Smithsonian Institution (hereinafter referred to as "the Smithsonian"), an independent trust establishment created by an act of the Congress of the United States in 1846 (20 U.S.C. 41 et seq.) and having its headquarters at 1000 Jefferson Drive, Washington, DC 20560, on behalf of its Center for Folklife and Cultural Heritage which produces the annual Smithsonian Folklife Festival, Smithsonian Folkways Recordings, and Smithsonian Global Sound.

WITNESSETH:

WHEREAS, the Smithsonian regularly cooperates with nations in producing a variety of programs, lectures, film series, exhibits, publications, Web sites, and other activities; and

WHEREAS, Colombia desires to see Colombia's folklife and cultural heritage accurately represented and hopes to increase knowledge and understanding of its people, culture and history, so that it can promote tourism, sales of music, handicrafts, and other products; and

WHEREAS Colombia's participation with the Center for Folklife and Cultural Heritage will result in the production of legacy materials that may be used by Colombia and others for educational, cultural, economic development, and tourism purposes.

WHEREAS Colombia desires to make a strong contribution to enhance relations with the United States and its people, and promote a better understanding of Colombia with key decision makers; and

WHEREAS, Colombia, wishes to promote a positive image of Colombia, increase its attractiveness to visitors and to showcase the excellence of Colombia's artists, musicians, cultural heritage and crafts traditions thus promoting the richness and diversity of its arts and culture to both North American and international audiences; and

NOW, THEREFORE, the parties agree to cooperate on such projects as hereinafter set forth, and commit such resources, in support thereof, as specified in addenda to this agreement.

1) For this agreement, the parties shall be represented by the following officials:

a) The Smithsonian shall be represented by

Dr. Richard Kurin
Acting Under Secretary for History and Culture
Smithsonian Center for Folklife and Cultural Heritage
Washington, D.C. 20013-7012
Tele. 202-633-5229, Fax 202-633-6475
Email: Kurin@si.edu

b) The Government of Colombia shall be represented by

The Hon. Paula Marcela Moreno Zapata
Minister of Culture
Ministry of Culture
Carrera 8 No. 8-09 pbx
Bogota, Colombia
Tele. (571) 3424100 Fax (571) 5664570
Email: pmmoreno@mincultura.gov.co and
mfernandez@mincultura.gov.co

- 5) This Agreement shall be subject to and interpreted by all applicable national, federal, state, and local laws with preference given to arbitration for the solution of all disputes.
- 6) To the extent authorized by law, each party to the Agreement shall save and hold harmless and indemnify the other party against liability, claims, and costs arising from injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the service, operations or performance of work under the terms of this Agreement resulting from its negligent acts or omissions.
- 7) This Agreement may be terminated by either party upon one-hundred and eighty three (183) days written notice to the other party.
- 8) Copyrights arising from the work of Smithsonian employees and subcontractors covered by rights-in-data agreements in producing reports, papers, and other products required or authorized by this Agreement will be the property of the Smithsonian. However, the Smithsonian hereby grants to Colombia the royalty-free, non-exclusive, and irrevocable right and license to reproduce, publish, or otherwise use, and to authorize others, including members of the public, to use the Festival program book and signage, research and documentary materials, to the extent it holds rights over such material, for educational and scholarly non-commercial, not-for-profit purposes. Colombia will obtain prior written approval for use of any other work over which the Smithsonian has rights, such approval will not be unreasonably refused.
- 9) Copyrights arising from the work of Colombia officials or their designees in producing reports, papers, and other products required or authorized by this Agreement will be the property of Colombia. However, Colombia hereby grants to the Smithsonian the royalty-free, non-exclusive, and irrevocable right and license to reproduce, publish, or otherwise use, and to authorize others, including members of the public, to use the program book and signage, research and

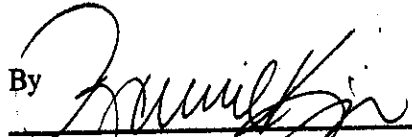
documentary materials for educational and scholarly non-commercial, not-for-profit purposes. The Smithsonian will obtain prior written approval for use of any other work over which Colombia has rights.

- 10) The name, marks, and logo of the Smithsonian, the Center for Folklife and Cultural Heritage, the Festival, or Smithsonian Global Sound® may not be used for public distribution by any Government of Colombia department or associated bodies, or the coordinating group, or research and curatorial committee in any way or in any format without the direct, written approval of the Smithsonian. Reciprocally, the name or marks of Colombia Departments or associated bodies may not be used for public distribution by the Smithsonian or any of its designees in any way or in any format without the direct, written approval of Colombia. Neither party will use the name of the other in any public communication without prior agreement, recognizing that such permission will not be unreasonably withheld, and once approved for standard usages will not require such permission in each individual case.
- 11) Recognition of sponsors for their support for the Festival and Smithsonian Global Sound, including any and all uses of their names, marks, and logos is subject to the guidelines of the Smithsonian and must be mutually agreed upon by the parties. For reference, the Smithsonian includes its present standards for recognizing Festival sponsors at various levels ranging from \$10,000 to \$500,000 or more. Colombia, by virtue of this agreement, is entitled to designate one entity—either itself, or other such entity as the lead partner under those standards, and thus entitled to the highest level of sponsor benefits and recognition. No other sponsor or supporter of Colombia program at the Festival will have superior benefits or recognition.
- 12) This Agreement shall become binding and of force when it has been fully and properly executed by all the parties hereto.
- 13) No change, modification, or termination of any terms, provisions or conditions of this Agreement shall be made effective unless in writing and signed by the agreement representatives of both parties.
- 14) For purposes of this agreement, the parties are represented by the incumbents of the positions occupied by the signatories of the agreement.
- 15) This Agreement may not be assigned by either party to any third party.
- 16) If any portion of this Agreement is held to be invalid or unenforceable, the remainder shall be valid and enforceable.
- 17) The period of this agreement is from the date of the last signature until December 31, 2011.
- 18) Neither party can undertake an action that legally commits the other to that action without the prior approval of the other.
- 19) This document with attachment and addenda embodies the entire agreement and understanding between the parties hereto with regard to responsibilities. No verbal representation, interpretation, or commitment by any officer, agent, representative,

or employee of the Smithsonian or Colombia whether before or after the execution of the Agreement, will affect or modify any of the terms, conditions, or obligations herein, unless expressly stated in a written amendment hereto signed by a representative of each of the parties identified in this Agreement.


IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and signed, and to be in effect as of the date of that witnessed below:

SMITHSONIAN INSTITUTION

By 
Dr. Richard Kurin,
Acting Under Secretary for History and Culture

Date: 2/25/08

**GOVERNMENT OF THE
REPUBLIC OF COLOMBIA**

By 
The Hon. Paula Moreno Zapata,
Minister of Culture

Date: 25th February 2008

ADDENDUM #1 TO MEMORANDUM OF UNDERSTANDING
BETWEEN THE
GOVERNMENT OF THE REPUBLIC OF COLOMBIA
AND THE
SMITHSONIAN INSTITUTION

Pursuant to Memorandum of Understanding between the Smithsonian Institution (through its Center for Folklife and Cultural Heritage "CFCH") and Colombia, the parties agree to the following:

SMITHSONIAN FOLKLIFE FESTIVAL

The Smithsonian will present the 2009 annual Smithsonian Folklife Festival on the National Mall of the United States in Washington, D.C., hereinafter referred to as the Festival, for ten days during the period June 24-28, July 1-5; and

The Smithsonian will feature an exhibition area and program segment, *The Americas: A Musical World/Las Américas: Un mundo*, at the Festival devoted to an accurate impression of modern Latino music. This program is the fourth and final in the *Nuestra Música: Music in Latino Culture Festival* program series;

This program will feature the richness and diversity of Latino music and its roots as represented by music groups from different parts of the United States and Latin America, who practice different musical traditions and have created distinctive styles;

Among musicians from various countries, this program will feature two or three Colombian music groups researched and recorded by Smithsonian Folkways Recordings Tradiciones/Traditions Series, such as Grupo Cimarrón (música llanera), Los Gaiteros de Jacinto (gaita music from the Caribbean coast), and an all-star selection of música vallenata performers appearing on the Smithsonian Folkways recordings;

The parties agree to perform such activities as herinafter set forth, and commit such resources, in support thereof, as are herinafter specified, all upon the following terms and conditions:

1) Project Coordination

- a) Colombia's participation in the *The Americas: A Musical World/Las Américas: Un mundo* segment of the Smithsonian Folklife Festival (hereinafter "the Festival program"), will be coordinated by the Smithsonian Center for Folklife and Cultural Heritage which produces the Festival, and with the cooperation of a Colombia coordinating group for the Festival formed within six months of the signing of this agreement, under the leadership of Colombia.

- b) The Smithsonian has the responsibility of producing the Festival and working with the Colombia coordinating group and appropriate agencies and organizations to see that all the tasks and activities necessary to produce the Festival are performed and completed so as to assure a successful program at a high standard of quality.
- c) The Colombia coordinating group will include appropriate representation as determined by Colombia. It will have as its responsibilities:
 - i. the raising of the Colombia funds for the Festival program,
 - ii. the co-ordination of arrangements in Colombia relating to the Festival program,
 - iii. the planning and implementation of any programs and activities related to, but ancillary to the Festival program,
 - iv. the planning and implementation of public relations and other promotional activities related to Colombia's involvement in the Festival, and
 - v. the coordination of the involvement of Government of Colombia officials in events relating to the Festival.

1) Research and Curation

- a) The Festival program will be thematic—based on high level themes set by the Center for Folklife and Cultural Heritage in consultation with the Colombia coordinating group and other partners.
- b) The traditions and participants to be included in the Festival must be agreed to by both the Smithsonian and the Colombia coordinating group.
- c) Pre-production preparations and participant arrangements in Colombia will be facilitated by the Colombia coordinating group operating through its constituent departments and associated bodies.
- d) Festival production on the National Mall of the United States, including site design, publications, signage, logistical arrangements, and other matters will be overseen by the Smithsonian. The Smithsonian has final responsibility for the production of the Festival, and all program and products thereof.

2) Fiscal Responsibilities

All dollar amounts below and in the attached budget are in U.S. dollars.

- a) The Smithsonian will perform the following services and be fiscally responsible for the following as indicated in the attached budget:
 - i. the salaries and benefits of Smithsonian general staff, and a limited number of technical staff, construction crew, designer, logistics, housing, and public relations staff as given in the budget;

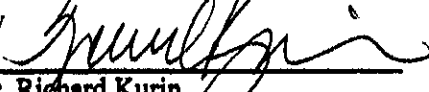
- ii. basic Festival site infrastructure and construction materials including a limited number of tents, stages, platforms, banner and sign structures, and sound systems;
 - iii. services including first aid, security, local transportation, infrastructural supplies, equipment rentals, program book, signs, and standard promotional brochure;
 - iv. Festival-wide special events including opening ceremonies and VIP lunch, tours of Washington and the White House for participants (if allowed);
 - v. the arrangements for sales of Colombian food, crafts, books, recordings, and other products at the Festival;
 - vi. The Smithsonian will provide in-kind cooperation with education and ancillary programs as mutually agreed with the Colombia coordinating group.
- b) Colombia is responsible for the following costs associated with the Festival program as indicated in the attached budget:
- i. Colombia coordination of the project including communication, administrative travel to and from and within Colombia for its officials;
 - ii. Colombia salaries and office expenses;
 - iii. the roundtrip travel of the Colombia delegation of musicians and presenters from their homes to Washington and their return including the procurement of any necessary travel documents including passports or birth certificates;
 - iv. the housing and feeding of the Colombia delegation in Washington at the Smithsonian designated hotel and for meals on site at the Festival;
 - v. the payment of fees to the Colombia participants in Colombia and insurance costs for the Colombia delegation;
- c) Recognizing that fund raising may be of varying success, Colombia commits by this Memorandum of Understanding to the support of a program to be composed of 27 participants, and agrees to:
- i. Provide the necessary support for the Colombia coordinating group through either the outlay of funds for staff and operating expenses or in-kind support and assignment of such staff, or combination thereof.
 - ii. Provide roundtrip transportation from their homes to Washington, D.C. for a minimum of 27 participants and their instruments and other materials needed to demonstrate their traditions.
 - iii. Pay those 27 participants and presenters a fee of at least the equivalent of U.S. \$1000 each for their participation in the Festival, with at least \$250 of this amount paid in advance of their trip to Washington so that it may be used for incidental expenses.

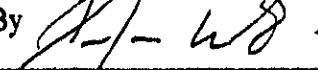
- iv. Transfer by December 1, 2008 to the Smithsonian through [An Organization to Be Determined], a payment equal to \$64,557 to secure the hotel and board and insurance costs of 27 participants and presenters.
- d) Funds from Colombia to be transferred to the Smithsonian will be so transferred through [A non-governmental organization to be determined] with whom a separate agreement, referencing and consistent with this Memorandum of Understanding, will be concluded by September 30, 2008. It is understood by both parties that [An Organization to Be Determined] is the equivalent of a non-governmental organization. Funds received by the Smithsonian from [An Organization to Be Determined] are not subject to any overhead recovery rate if it is the written policy of that organization that it does not allow overhead on the grant of such funds. If any funds are received by the Smithsonian directly from Colombia, an overhead recovery rate will apply that will lower the amount of funds applied directly to the Project. Currently that rate is currently (21%) on funds expended for personnel and (4.7%) on non-personnel expended funds.
- e) The Smithsonian agrees to help in the fund raising effort by producing material, writing letters, and making presentations.
- f) If the funding transfer deadlines are not met, the Smithsonian will be under no obligation to produce the program. Colombia will forfeit all deposited funds equivalent to reimburse the Smithsonian for any and all reasonable non-recoverable costs incurred, expensed and obligated for the preparation and planning of the program incurred as of the date of the missed transfer deadline.
- g) The Smithsonian shall provide to Colombia and [An Organization to Be Determined], a final financial report of funds expended within 90 days of the end of the agreement period. Any unexpended funds will be redirected to mutually agreeable projects or returned to the source as possible and appropriate.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and signed, and to be in effect as of the date of that witnessed below:

SMITHSONIAN INSTITUTION

GOVERNMENT OF THE
REPUBLIC OF COLOMBIA

By 
Dr. Richard Kurin
Acting Under Secretary for History and Culture

By 
The Hon. Paula Moreno Zapata
Minister of Culture

Date:

2/25/08

Date:

25th February 2008

ADDENDUM #2 TO MEMORANDUM OF UNDERSTANDING
BETWEEN THE
GOVERNMENT OF THE REPUBLIC OF COLOMBIA
AND THE
SMITHSONIAN INSTITUTION

Pursuant to Memorandum of Understanding between the Smithsonian Institution (through its Center for Folklife and Cultural Heritage "CFCH") and Colombia, the parties agree to the following:

SMITHSONIAN FOLKLIFE FESTIVAL

The Smithsonian will present the 2011 annual Smithsonian Folklife Festival on the National Mall of the United States in Washington, D.C., hereinafter referred to as the Festival, for ten days during the period June 30-July 4, July 7-11; and

The Smithsonian will feature an exhibition area and program segment at the Festival devoted to the presentation of an accurate impression of modern Colombia represented through Colombia's folklife traditions and cultural heritage;

The parties agree to perform such activities as herinafter set forth, and commit such resources, in support thereof, as are herinafter specified, all upon the following terms and conditions:

1) Project Coordination

- a) Colombia's participation in the Colombia segment of the Smithsonian Folklife Festival (hereinafter "the Festival program"), will be coordinated by the Smithsonian Center for Folklife and Cultural Heritage which produces the Festival, and with the cooperation of a Colombia coordinating group for the Festival formed within six months of the signing of this agreement, under the leadership of Colombia.
- b) The Smithsonian has the responsibility of producing the Festival and working with the Colombia coordinating group and appropriate agencies and organizations to see that all the tasks and activities necessary to produce the Festival are performed and completed so as to assure a successful program at a high standard of quality.
- c) The Colombia coordinating group will include appropriate representation as determined by Colombia. It will have as its responsibilities:
 - i. the raising of the Colombia funds for the Festival program,

- ii. the co-ordination of arrangements in Colombia relating to the Festival program,
- iii. the planning and implementation of programs and activities related to, but ancillary to the Festival program,
- iv. the planning and implementation of public relations and other promotional activities related to Colombia's involvement in the Festival, and
- v. the coordination of the involvement of Government of Colombia officials in events relating to the Festival.

2) Research and Curation

- a) A Colombia research and curatorial committee agreeable to both Colombia and the Smithsonian shall be formed under the auspices of the Colombia coordinating group to work in Colombia. The team will include mainly Colombia scholars and a Smithsonian assigned chief curator.
- b) The research and curatorial committee will work under the direction of the Smithsonian and in close communication with the Colombia coordinating group.
- c) The Colombia program will be thematic, based on high level themes set by the Colombia coordinating group. The Research and Curatorial Committee will examine previous research and material which can be enhanced, refreshed or used to represent these themes within the Festival program.
- d) The research and curatorial committee will identify and research possible sub-themes, genres, traditions, and culture bearers for presentation at the Festival through living performances and demonstrations, signs, program book articles, and other means. The work of the committee will involve the conduct and arrangement of empirical field research conforming to Smithsonian standards. Research will commence in 2008 and continue through to the end of 2010.
- e) The results of the research and the recommendations of the committee shall be presented to appropriate Smithsonian officials and appropriate representatives of the Colombia coordinating group in a fieldwork review to be held in Colombia no later than January 31, 2011. The review and its follow-up will allow for the determination of the final Festival program.
- f) The traditions and participants to be included in the Festival must be agreed to by both the Smithsonian and the Colombia coordinating group.
- g) Pre-production preparations and participant arrangements in Colombia, directed by the Smithsonian chief curator and members of the research and curatorial committee will be facilitated by the Colombia coordinating group operating through its various constituent departments and associated bodies.
- h) Festival production on the National Mall of the United States, including site design, publications, signage, logistical arrangements, and other matters will be overseen by the Smithsonian. The Smithsonian has final responsibility for the production of the Festival, and all program and products thereof.

- i) The Colombia coordinating group shall be responsible for making copies of field research reports and documentation and sending them to the Smithsonian for inclusion in the Smithsonian archival collections. The Smithsonian shall be responsible for making copies of audio, photographic and video documentation of the Colombia program at the Festival and sending that material to Colombia for inclusion in a designated archival collection in Colombia. Both parties reciprocally allow for the use of those respective collections for not-for-profit educational, scholarly, non-commercial purposes.

3) Fiscal Responsibilities

All dollar amounts below and in the attached budget are in U.S. dollars.

- a) The Smithsonian will perform the following services and be fiscally responsible for the following as indicated in the attached budget:
 - i. the salaries and benefits of Smithsonian general staff, and a limited number of technical staff, construction crew, designer, logistics, housing, and public relations staff as given in the budget;
 - ii. basic Festival site infrastructure and construction materials including a limited number of tents, stages, platforms, banner and sign structures, and sound systems;
 - iii. services including first aid, security, local transportation, infrastructural supplies, equipment rentals, program book, signs, and standard promotional brochure;
 - iv. Festival-wide special events including opening ceremonies and VIP lunch, tours of Washington and the White House for participants (if allowed);
 - v. the arrangements for sales of Colombian food, crafts, books, recordings, and other products at the Festival;
 - vi. The Smithsonian will provide in-kind cooperation with education and ancillary programs as mutually agreed with the Colombia coordinating group.
- b) Colombia is responsible for the following costs associated with the Festival program as indicated in the attached budget:
 - i. Colombia coordination of the project including communication, administrative travel to and from and within Colombia for its officials and researchers;
 - ii. Colombia salaries and office expenses;
 - iii. The salary and benefits of the Smithsonian project coordinator and participant assistant; roundtrip travel and hotel/meal costs for the Smithsonian curator and Smithsonian Festival directors and technical specialists while in Colombia;
 - iv. the fees, research expenses and local travel costs of Colombia researchers

participating in the project to the extent those are not covered by institutions of the Colombia government;

- v. the roundtrip travel of the Colombia delegation of musicians, artists and presenters from their homes to Washington and their return including the procurement of any necessary travel documents including passports or birth certificates;
 - vi. the housing and feeding of the Colombia delegation in Washington at the Smithsonian designated hotel and for meals on site at the Festival;
 - vii. the payment of fees to the Colombia participants in Colombia and insurance costs for the Colombia delegation;
 - viii. local supplies needed by craftspeople, cooks, and others;
 - ix. special building materials and supplies to enhance the basic Festival site including tents, sound systems, bleachers and staging beyond that provided by the Smithsonian to the extent that such items are necessary in relation to the Festival program;
 - x. any build-outs, and specialized construction, supplemental banners, program specific signs, banners, backdrops and decorative materials, and the expenses associated with any special events, presentations, or site enhancements beyond the basic ones supported by the Smithsonian to the extent that such items are necessary in relation to the Festival program;
 - xi. the costs of procurement, shipment, any customs duties associated with materials sent for the Festival for purposes of either exhibition or sale to the extent that such items are necessary in relation to the Festival program;
 - xii. and the costs associated with the support of any activities ancillary to the Festival such as film series, lecture series, exhibits, publications, recordings, websites, advertising campaigns and promotional items, receptions, public relations costs, et al. to the extent that such items are necessary in relation to the Project (see attached budget).
- c) It is understood by both parties that the estimated costs of the Festival program and possible related ancillary programs are given in the attached budget. Both parties recognize that such estimates may change as costs are actually incurred. In applying Festival program funds to costs, the Smithsonian reserves the right to make expenditures in accordance with actual needs that arise in formulating and carrying out the Festival program as long as the Smithsonian does not exceed the amount committed by Colombia. The Smithsonian will inform Colombia of any changes that may significantly alter the program, and both parties will agree on the scope of the program in terms of numbers of participants, the elaborateness of the displays, and the production of ancillary activities subject to the following conditions:
- i. Both parties agree that the highest priority item is the production of the Festival itself. The preliminary budget specifies 120 participants and presenters coming from Colombia (not including added participants for special events and concerts). In no case will the Smithsonian produce a

participating in the project to the extent those are not covered by institutions of the Colombia government;

- v. the roundtrip travel of the Colombia delegation of musicians, artists and presenters from their homes to Washington and their return including the procurement of any necessary travel documents including passports or birth certificates;
 - vi. the housing and feeding of the Colombia delegation in Washington at the Smithsonian designated hotel and for meals on site at the Festival;
 - vii. the payment of fees to the Colombia participants in Colombia and insurance costs for the Colombia delegation;
 - viii. local supplies needed by craftspeople, cooks, and others;
 - ix. special building materials and supplies to enhance the basic Festival site including tents, sound systems, bleachers and staging beyond that provided by the Smithsonian to the extent that such items are necessary in relation to the Festival program;
 - x. any build-outs, and specialized construction, supplemental banners, program specific signs, banners, backdrops and decorative materials, and the expenses associated with any special events, presentations, or site enhancements beyond the basic ones supported by the Smithsonian to the extent that such items are necessary in relation to the Festival program;
 - xi. the costs of procurement, shipment, any customs duties associated with materials sent for the Festival for purposes of either exhibition or sale to the extent that such items are necessary in relation to the Festival program;
 - xii. and the costs associated with the support of any activities ancillary to the Festival such as film series, lecture series, exhibits, publications, recordings, websites, advertising campaigns and promotional items, receptions, public relations costs, et al. to the extent that such items are necessary in relation to the Project (see attached budget).
- c) It is understood by both parties that the estimated costs of the Festival program and possible related ancillary programs are given in the attached budget. Both parties recognize that such estimates may change as costs are actually incurred. In applying Festival program funds to costs, the Smithsonian reserves the right to make expenditures in accordance with actual needs that arise in formulating and carrying out the Festival program as long as the Smithsonian does not exceed the amount committed by Colombia. The Smithsonian will inform Colombia of any changes that may significantly alter the program, and both parties will agree on the scope of the program in terms of numbers of participants, the elaborateness of the displays, and the production of ancillary activities subject to the following conditions:
- i. Both parties agree that the highest priority item is the production of the Festival itself. The preliminary budget specifies 120 participants and presenters coming from Colombia (not including added participants for special events and concerts). In no case will the Smithsonian produce a

program with fewer than 80 participants and presenters from Colombia. No funds will be reallocated from the Ancillary program without prior agreement from Colombia.

- ii. The Smithsonian is committed to the support of costs in "Column A" in the budget.
- iii. The costs in sub-Columns "B1" and "B2" are to be supported by Colombia, if necessary in combination with fund raising from private, individual, foundation, and corporate sources. For convenience and planning, this column includes "Government of Colombia" and "Other Donors/Sponsors."
- iv. Funds from Colombia to be transferred to the Smithsonian will be so transferred through [An Organization to Be Determined] with whom a separate agreement, referencing and consistent with this Memorandum of Understanding, will be concluded by March 31, 2009. It is understood by both parties that [An Organization to Be Determined] is the equivalent of a non-governmental organization. Funds received by the Smithsonian from [An Organization to Be Determined] are not subject to any overhead recovery rate if it is the written policy of that organization that it does not allow overhead on the grant of such funds. If any funds are received by the Smithsonian directly from Colombia, an overhead recovery rate will apply that will lower the amount of funds applied directly to the Project. Currently that rate is currently (21%) on funds expended for personnel and (4.7%) on non-personnel expensed funds.

d) Recognizing that fund raising may be of varying success, Colombia commits by this Memorandum of Understanding to the support of at least a minimal program to be composed of at least 80 participants, and agrees to:

- i. Provide the necessary support for the Colombia coordinating group through either the outlay of funds for staff and operating expenses or in-kind support and assignment of such staff, or combination thereof.
- ii. Provide the necessary support, for Smithsonian and Colombia curators and researchers to meet and plan the Project. This is secured by a commitment to provide the equivalent of up to U.S. \$80,000 (\$30,000 to the Smithsonian) toward such purposes, broken down as follows by June 30, 2008:

\$25,000 Budget line 21a for Smithsonian administrative travel and curatorial costs to, from, and within Colombia; to be transferred to the Smithsonian via [an organization to be determined]

\$5,000 Budget line 24a for fundraising purposes which may be used for travel, the design and production of brochures and other such activities whose purpose is to secure funding for the festival project if necessary, to be transferred to the Smithsonian via {an organization to be determined}.

\$50,000 Budget line 25a for researchers to carry out field work and

archival research in Colombia, identifying musicians, artists, and other possible Festival participants, documenting those traditions through photographs, recordings, and other means, and developing recommendations for Festival presentations. This includes supplies and equipment used by the researchers. These funds would likely remain in Colombia.

- iii. Provide roundtrip transportation from their homes to Washington, D.C. for a minimum of 80 participants and their instruments, tools, and other materials needed to demonstrate their traditions.
 - iv. Pay those 80 participants a fee of at least the equivalent of U.S. \$500 each for their participation in the Festival, with at least \$250 of this amount paid in advance of their trip to Washington so that it may be used for incidental expenses.
 - v. Transfer by October 30, 2010 to the Smithsonian through [An Organization to Be Determined], a payment equal to \$180,000 to secure the hotel and board costs of at least 80 participants and serve as deposit of Colombia's commitment to participation in the Festival. Should the number of participants increase, the transfer will be used as a deposit, with the final payment for such costs due March 31, 2011 depending upon the disposition of fund raising and programmatic decisions, reflecting the total number of participants to be supported.
 - vi. Transfer additional funds by March 31, 2011 to support the program so as to cover the costs of hotel, meals, and insurance of the agreed upon number of participants and presenters (no fewer than 80), as well as any additional funds given in "Columns B1 and B2" for additional tents, sound equipment, bleachers, staging, signage, sound technicians and stage managers, sign language interpreters, special programs, constructions, props, décor, materials, and supplies not covered by the Smithsonian nor raised from outside parties including private individuals, corporations and foundations. Both parties may mutually agree to additional transfers to the Smithsonian for items such as airfare or shipping, if advantageous for cost savings to do so.
- e) The Smithsonian agrees to help in the fund raising effort by producing material, writing letters, and making presentations.
 - f) Additional sources of revenue above those committed in Section 3(d) above may be identified to cover the costs of more participants, Festival program enhancements and ancillary and educational programs, as given in the Budget, Column B (B1 and B2). Transfers of any such funds to the Smithsonian, will be preferably made either by transfers through [An Organization to Be Determined], or directly by non-government entities or donors to the Smithsonian. Any such transfers shall be accompanied by either amendment to the agreement with [An Organization to Be Determined] or by separate sponsor agreements with each donor: Said funds must be secured by dates to be determined by the Smithsonian in order to be useful. In applying those funds to costs, the Smithsonian reserves the right to make expenditures in accordance with actual needs that arise in formulating and carrying out the Colombia program. Colombia will be informed

of any changes to the agreed use of these additional funds.

- g) If the funding transfer deadlines are not met, the Smithsonian will be under no obligation to produce the program. Colombia will forfeit all deposited funds equivalent to reimburse the Smithsonian for any and all reasonable non-recoverable costs incurred, expensed and obligated for the preparation and planning of the program incurred as of the date of the missed transfer deadline.
- h) The Smithsonian shall provide to Colombia and [An Organization to Be Determined], a final financial report of funds expended within 90 days of the end of the agreement period. Any unexpended funds will be redirected to mutually agreeable projects or returned to the source as possible and appropriate.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and signed, and to be in effect as of the date of that witnessed below:

SMITHSONIAN INSTITUTION

By


Dr. Richard Kurin,
Acting Under Secretary for History and Culture

Date:

2/25/06

**GOVERNMENT OF THE
REPUBLIC OF COLOMBIA**

By


The Hon. Paula Moreno Zapata
Minister of Culture

Date:

25th February 2006