



AGREEMENT OF COOPERATION N° _____
SUSCRIBED BETWEEN THE MINISTRY OF CULTURE
AND THE COMMISSION FOR EDUCATIONAL EXCHANGE
BETWEEN -THE UNITED STATES OF AMERICA
AND COLOMBIA –FULBRIGHT COLOMBIA

Among the undersigned, namely **ELVIRA CUERVO DE JARAMILLO**, identified with ID Card number 20262556, issued in Bogotá, acting as a legal representative of the **MINISTRY OF CULTURE**, created by means of Law 397 of 1997, with NIT 830.034.348-5, according to Decree of Incorporation No. 164 of the 23rd of January of 2006 and Record of Possession No. 1083 of the 25th of January of 2006, with the faculties conferred by the law 80 of 1993, who, for the purposes of this Agreement will be designated **THE MINISTRY**, for one party, and for the other party, **ANN COLL MASON**, adult, identified with Alien ID Card number No. 251.351, as representative of The Commission for Educational Exchange between the United States of America and Colombia - **FULBRIGHT COLOMBIA**-, created by means of the Treaty signed between the Governments of the United States of America and the Republic of Colombia on the 9th of January of 1957, approved by the Congress of the Republic of Colombia by the Law 865 of 1958 and modified by exchange of notes in 1971, who from now on will be designated **FULBRIGHT COLOMBIA**, in the presence of **MILTON K. DRUCKER**, Deputy Chief of Mission of the Embassy, who will be present as representative of the Ambassador of the United States of America **WILLIAM B. WOOD**, have agreed to sign this Agreement of Cooperation, previous the following considerations: 1^a) That **FULBRIGHT COLOMBIA** is recognized by the Government of the United States of America and by the Government of Colombia as an intergovernmental organization, created and established in order to facilitate the administration of an educational program financed with funds placed at disposal of **FULBRIGHT COLOMBIA** under the terms of the Agreement signed by the governments of the United States of America and Colombia. 2^a) that according to that which has been established in the Article 70 of the Political Constitution of Colombia, it is a duty of the State to promote the access to culture for all the Colombian people, with equal opportunities. 3^a) that the Ministry of Culture is the governing body of culture,



in charge of formulating, coordinating, executing and watching the policy of the State regarding the subject. 4^a) that Article 18 of the Law 397 of 1997 points out that the State, through the Ministry of Culture and other territorial entities, will establish special stimulus and will promote the creation, the artistic and cultural activity, the investigation and the strengthening of the cultural expressions. For such purpose, it will establish, among other, programs, grants, support mechanisms for people and groups that work on cultural activities, and it will grant incentives for outstanding artists, as well as for members of the local communities in the field of creation, execution, experimentation, training and investigation at individual and collective level in each one of the different cultural expressions. 5^a) that the Article 13 of the Law 80 of 1993, establishes that the contracts signed with foreigners of public law or cooperation bodies, international assistance or aid, can be submitted to the regulations of such entities in everything related to procedures of formation and compilation and special clause of execution, fulfillment, payment and adjustment. 6^o) that both FULBRIGHT COLOMBIA and the Ministry of Culture will contribute for the call of 2007 with four hundred one million three hundred fifty thousand pesos (\$401.350.000.00) each, to finance the five (5) winners for post grade programs during a maximum period of two (2) years. 7^o) that this amount can vary each year, with previous written agreement between THE PARTIES. With these previous considerations, this Agreement will be ruled by the following **CLAUSES: FIRST: PURPOSE.**- To cooperate and to join forces to improve the resources, in order to offer a joint support to the Colombian artists and to increase the coverage of the beneficiaries of the programs offered by **FULBRIGHT COLOMBIA**, giving opportunities of training at a post graduate level in the United States of America. **SECOND: OBLIGATIONS OF FULBRIGHT COLOMBIA.**- **FULBRIGHT COLOMBIA**, undertakes, along with **THE MINISTRY** to: 1) manage monetary resources to the Agreement to finance the winners of each annual call; and to cover the costs of administration of the Program in the United States, this amount can vary each year, with previous agreement between THE PARTIES. For the call for year 2007 it will contribute four hundred one million three hundred fifty thousand pesos (\$401.350.000.00) to finance, together with the Ministry of Culture, the five (5) winners in post graduate programs during a maximum period of two (2) years, and the administration of the Program in the United States. 2) Manage the resources of the Agreement and to administer the program in Colombia and the United



States. **FULBRIGHT COLOMBIA** will assume the administrative cost of the program in the United States. 3) Assign the resources that could be granted by **THE MINISTRY** exclusively to fulfill the purpose of this agreement. 4) Contribute, according to the terms of the call, with one or several of the following benefits: partial or total exemption of academic fields, partial fields of maintenance, plane tickets and basic health insurance. 5) Send to the Ministry of Culture the following informs: a) Evidence of receipt, deposit and acquisition of currency corresponding to the contributions made by **THE MINISTRY** to **FULBRIGHT COLOMBIA**. b) Present each semester, financial statements that report the development of the program. 6) Participate in the Operative Committee of the Agreement. **THIRD: OBLIGATIONS OF THE MINISTRY.-** **THE MINISTRY** commits to: 1) Provide monetary resources to the Agreement to finance the winners of each annual call; and to cover the administration costs of the Program in Colombia, this amount can vary each year, with previous written agreement between **THE PARTIES**. For the call for year 2007, it will contribute with four hundred one million three hundred fifty thousand pesos (\$401.350.000.00), to finance, jointly with Fulbright Colombia, the five (5) winners in post graduate programs during a maximum period of two (2) years, and the administration of the Program in Colombia. 2) Annually include the program to which this Agreement refers to, in the Portfolio of Convocations of the Ministry of Culture, well as to promote it in mass media and communication. 3) Participate in the Operative Committee of the Agreement. **FOURTH: VALUE:** The value of this Agreement is indefinite and it will be the resulting amount from the total of the periodical contributions made by the parties for the execution of the Agreement. **FIFTH: OPERATIVE COMMITTEE.-** For the development of this Agreement, an Operative Committee will be established, composed by a delegate from **FULBRIGHT COLOMBIA** and one from **THE MINISTRY**. This Committee will have the following duties: 1) Set the outlines for the execution and supervision of this Agreement 2) Propose the additions or modifications to this Agreement, as a necessary result of its development. 3) Select juries according to the rules in force for the ministry and for **FULBRIGHT COLOMBIA**. 4) Distribute the available budget, so the purpose of this Agreement is fulfilled. 5) Determine the resources that will be granted annually for the call by **THE COMMISSION** and **THE MINISTRY**, taking into account the budget assigned to it in each term, 6) Design strategies and processes for the efficient development of the program.



SIXTH: CHARACTERISTICS OF THE PROGRAM FOR THE TRAINING OF COLOMBIAN ARTISTS.- The program to which this

Agreement refers to, will be addressed to independent Colombian artists, or to those related to universities as professors; and previous written agreement the areas and sub areas to summon will be defined. The specific characteristics of the programs annually offered will be pointed out in the calls. **SEVENTH:**

CONTRIBUTIONS: 1) **THE MINISTRY** will contribute to the call for 2007 with four hundred one million three hundred fifty thousand pesos (\$401.350.000.00) to the Agreement, which will be given in one single payment made three (3) months after the execution of this Agreement, previous certification issued by the supervisor where it is made clear that the purpose of the Agreement has been fulfilled and that it is subject to availability of PAC. **THE MINISTRY** will pay the value of the contribution corresponding to this call, with charge to CDP No. 14 of the 4th of January of 2007, issued by the Chief of Budget of the Ministry of Culture. 2)

FULBRIGHT COLOMBIA will contribute to the call for year 2007 with four hundred one million three hundred fifty thousand pesos (\$401.350.000.00), with its own resources. **EIGHTH: DURATION.**- The duration term of this Agreement will be of five (5) years, from its execution.

NINTH: ADDRESS.- For all the legal purposes, the contractual address will be the city of Bogotá, D.C. **TENTH: SUPERVISION OF EXECUTION.**-

The supervision of this Agreement will be exercised, from **THE MINISTRY** by the Coordinator of the Programa Nacional de Estímulos a la Creación y la Investigación (National Program of Stimuli to Creation and Investigation), or by whomever replaces him or her, who will have to: 1) Watch so the purpose of this Agreement and its duties are completely fulfilled. 2) Inform the Group of Contracts and Agreements of **THE MINISTRY**, immediately, any irregularity that may take place during the development of this Agreement. 3) Send the Group of Contracts and Agreements of **THE MINISTRY**, fifteen (15) working days in advance, the applications of modification, extension or addition of the agreement, in case it is necessary. 4) Plan the record of settlement of the Agreement at the latest in the four (4) months following the expiry date and refer it properly subscribed as supervisor, for the revision, to the Group of Contracts and Agreements and signature of the Expense Controller.

ELEVENTH: COMPLETION.- This Agreement ends in a regular way, when one of the following grounds is present: 1) The total execution of the purpose of the Agreement. 2) The fulfillment of the stipulated



term. 3) By common consent of the parties. 4) By force majeure, that impedes the continuation with its purpose. **FIRST PARAGRAPH:** Once the Agreement ends by any of the grounds previously described, its liquidation will take place and, if it is the case, the Operative Committee will specify the terms for the fulfillment of the obligations that may have remained pending. The resources not executed will be restored to **the MINISTRY OF CULTURE** in a maximum term of sixty (60) days, from the date of the liquidation record. **SECOND PARAGRAPH.** It is considered as a Force Majeure any situation out of the control of the parties, which may impede them to fulfill the obligations acquired in this Agreement, caused by events like: war or interior disturbance, natural disasters (fires, floods, earthquakes, etc.), or decisions made by the Government which are out of a reasonable control of the affected party, which will immediately and in writing notify the other party about the forced impediment. The parties will be able to agree to alternatives for the execution of the agreement, its suspension for a period of time no longer than six (6) months, from the date of notification, or its termination. If when the period of suspension expires, the grounds of force majeure have not ceased, the parties will consider the Agreement over and they will agree about the necessary steps to end its execution. **TWELFTH: LIQUIDATION.**- This Agreement will be settled within the same maximum term of four (4) months, from the termination of it. In case **FULBRIGHT COLOMBIA** is not present for the liquidation or in case the parties cannot agree about the contents of the liquidation, it will take place directly and unilaterally by **THE MINISTRY** by means of Administrative Act motivated, subject to reposition appeal. **THIRTEENTH: LEGALIZATION.**- The legalization of this Agreement will take place from the issuance date of the Budget Register by the Chief of Budget of the **MINISTRY OF CULTURE** and from the date of the cancellation of the Publishing Rights in the Diario Único de Contratación Pública (Unique Newspaper for Public Contracting), by **THE COMMISSION.** **FOURTEENTH: IMPROVEMENT.**- This Agreement is executed with its signature.

For the record the parties sign in Bogotá, D.C., the 31st of January of year 2007.



República de Colombia
Ministerio de Cultura



ON BEHALF OF THE MINISTRY:

ELVIRA CUERVO DE JARAMILLO
Minister of Culture

ON BEHALF OF THE FULBRIGHT COLOMBIA:

ANN COLL MASON
Executive Director

AS WITNESS ON BEHALF ON THE EMBASSY OF THE UNITED STATES OF AMERICA:

MILTON K. DRUCKER,
Deputy Chief of Mission of the Embassy, who will attend as
representative of the Ambassador of the United States of America
WILLIAM B. WOOD