**GENERAL AGREEMENT OF ACADEMIC COLLABORATION BETWEEN THE UNIVERSITY OF ARTS AND THE UNIVERSITY…**

**FROM ONE PARTIE:** The University of Arts of Cuba (which from now on will be named **THE ISA**), Institution of the Ministry of Culture of the Republic of Cuba, with legal address at 120 street No. 1110 between 9na y 23, Playa, La Habana, Cuba, represented in this act by Mr. Rolando González Patricio, in his capacity as President.

**FROM THE OTHER PARTIE:** The University…

**BOTH PARTIES:** Recognizing in a reciprocal manner the legal personality and representation of each one of them, as well as the legal capacity of obligation by virtue of this agreement, and having received the documents required for its signature, which were properly collated and which consist of:

1. Legal document of creation.
2. Legal provision that empowers the representatives of the parties to the signature of this document.

**BOTH PARTIES** declare that are interested in establishing a convention, while they can commit themselves with the fulfillment of the obligations related with it, and they

**DEFINE** the following:

**GENERAL DEFINITIONS OF THE ISA AND OF…**

**DEFINITIONS OF THE ISA**

1. It is an institution that is subordinated to the Ministries of Culture and of Higher Education of the Republic of Cuba and which purpose is the development of the university full education and of the continuous improvement on the areas of the artistic creation and the cultural management, starting from the links with the preceding systems of general and artistic education, corresponding to the contemporary production and practice and the demand of the cultural development, all that from a humanistic and revolutionary concept of the art and the culture.
2. It was established by the Law No. 1307 dated 29th July 1976 of the Council of Ministers with its own legal personality and independent patrimony, and was named since its foundation Higher Institute of Art (ISA).
3. According to the Agreement No. 7368 dated 28th February 2013 of the Secretary of the Council of Ministers of the Republic of Cuba it was approved the transformation of the name of the Higher Institute of Art (ISA), ascribed to the Ministry of Culture, in University, and was named from that moment on University of Arts.
4. Its legal representative is Mr. Rolando González Patricio, in his capacity as President according to the Resolution No. 63 dated 1st September 2008 of the Ministry of Culture of Cuba.
5. Its legal domicile is Calle 120, No. 1110, entre 9na y 13, Reparto Cubanacán, Playa, La Habana, Cuba.

**DEFINITIONS OF…**

Who is an Institution of Higher Education

**BOTH PARTIES AGREE** that according to the previous statements, they agree to subdue their engagement to the terms established on the following clauses:

1. **PURPOSE OF THE CONVENTION**

The purpose of this agreement is to promote the collaboration between the parties in order to realize together academic, scientific, artistic and cultural activities related to the areas of common interest.

1. **OBLIGATIONS OF THE PARTIES**
2. To work together to fulfill this agreement.
3. To send in writing any proposal of modification or rescission of the agreement to the other party, in which the reasons that caused this decision are explained.
4. To elaborate work programmes for each specific case, in order to define the reach of the engagements that each party will have, both the academic and the economical perspective.
5. To include the work programmes that are developed within the convention, which will be considered as attachments to this agreement and will contain the academic projects to realize.
6. To approve the work programmes through mail exchange.
7. To develop joint projects of teaching and research, in order to stimulate the formation of mixed work groups.
8. To exchange academic staff and students for teaching, research and advice purposes.
9. To exchange information, documentation and publications.
10. To accomplish any other action in which both parties are interested.
11. **GOOD FAITH AND CONFLICT RESOLUTION**
12. **BOTH PARTIES** agree to accomplish in good faith the obligations assumed by each one of them by means of this agreement and to solve friendly any disagreement that arises as a consequence of the fulfilling of the convention.
13. If no agreement is reached, **BOTH PARTIES** will refer their disagreements to the higher institution to which they are subordinated in their respective countries.
14. **COMPLAINTS**
15. **BOTH PARTIES** are entitled to lodge in writing the pertinent complaints related to any kind of non-fulfillment of the statements of the convention, explaining the reasons on which the complaint is based.
16. The party against the one the complaint was lodged will have 30 days to answer, following the date of the reception of the complaint.
17. **RESPONSIBLE AUTHORITIES BY BOTH PARTIES**
18. THE ISA designs as responsible authority of the fulfillment of the agreed activities on this convention to Mrs. Yamile Deriche Redondo, on her capacity as Vice-rector of Research, Postgraduate Courses and International Relationships of the University of Arts.
19. \_\_\_\_\_\_\_designs as responsible authority of the fulfillment of the agreed activities on this convention to Mr./Mrs.\_\_\_\_\_\_\_\_\_\_\_\_\_, on his/her capacity as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of the…
20. **RIGHTS OF THE RESPONSIBLE AUTHORITIES ON BOTH PARTIES**
21. The authorities designated as responsible by **THE PARTIES** will be entitled to decide about all the aspects within this Convention, with previous approval of the ones who sign this document.
22. Any change, addition, deletion or enlargement that is required to make after the signature of the Convention, should be approved by each one of the responsible authorities, as well as should be confirmed in writing by means of Attachments that are properly signed by **THE PARTIES**, being part of this Convention.
23. **STATE OF FULFILLMENT OF THE CONVENTION**

**BOTH PARTIES** should check yearly the fulfillment of this agreement, with the possible settling of other periods of checkup in case of unexpected situations.

1. **GENERAL TERMS**
2. The staff provided by each party to the fulfillment of this agreement, will be related exclusively with the one who hired them, therefore each party will assume its responsibility on this terms and under no circumstances this cases will be considered joint or replacement patterns.
3. The parties will not have civil responsibility for the damages nor prejudices due to force majeure or an unforeseeable event, especially for academic or management strikes.
4. **ENDING OF THE CONVENTION**
5. The Agreement will be ended because of the non-fulfillment of **THE PARTIES** regarding to any of the obligations assumed by virtue of it, as long as the non-fulfillment had not been resolved within 30 days following the date on which the complaint was lodged.
6. By the unilateral will of one of **THE PARTIES** of not going further with the fulfillment of the agreement, expressed in writing and communicated to the other with a notice of minimum 10 days before the ending date.
7. **COMING INTO EFFECT AND VALIDITY**

This Convention will come to force starting from the date of its signature by **BOTH PARTIES** and it will maintain its validity for five (5) years. It could be renewed by will of **THE PARTIES** or tacitly for the same period.

And in witness thereof, once that the Convention is read and **THE PARTIES** know all its content, they will sign the document in two copies, which consist of \_\_\_\_\_\_\_\_ pages, written in English, this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 2014.

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By the ISA By\_\_\_\_\_\_

Dr. Rolando Gonzalez Patricio

President