# PROGRAMME FOR COOPERATION IN THE FIELD OF CULTURE BETWEEN THE GOVERNMENT OF THE REPUBLIC OF INDIA AND THE GOVERNMENT OF THE UNITED MEXICAN STATES FOR THE YEARS 2012-2015

The Government of the Republic of India and the Government of the United Mexican States, hereinafter referred to as "the Parties",

As per the provisions of Article X of the Cultural Cooperation Agreement between the Parties, signed in New Delhi on 23<sup>rd</sup> July 1975;

Encouraged by the desire to intensify bilateral relations in culture and the arts:

In mutual recognition of the fact that cultural links between the two countries benefit the broad cultural wealth of Mexico and India;

Hereby agree to the following:

#### I. CULTURAL CENTRES

The Parties, within their possibilities, will support and give administrative facilities for the fulfilment of activities of the Cultural Centres of the other country that will settle in its territory, according to its respective national legislation.

#### II. GENERAL CULTURE

#### 1. Cultural Diversity

The Parties shall develop rich and balanced cultural exchanges that preserve their respective and invaluable cultural diversity and humanity heritage for future generations. Likewise, they will promote the respect, assessments, knowledge and spreading of the cultural diversity.

The Parties shall facilitate contacts among cultural, education and research centres, institutions and groups of the two countries that promote respect to cultural diversity, in order to develop joint cooperation projects and shall also

encourage signing of long term agreements / Memorandums of Understanding (MOUs) between the cultural institutions of the Parties.

The specific proposals will be submitted through diplomatic channel.

#### 2. Cultural Enterprises, Popular Cultures and Cultural Tourism

The Parties will favour the diffusion of its respective popular cultures and will seek to strengthen the cooperation in cultural enterprises matter.

The National Council for Culture and the Arts of Mexico (CONACULTA by its Spanish acronym), through the National Coordination of Cultural Heritage and Tourism (CNPCyT by its Spanish acronym), agrees to exchange information and experiences on heritage cultural promotion projects and of touristic products that promote the local development. In this sense, the CNPCyT agrees to share its experiences on the selection methodology of "Magic Towns" with the relevant Indian entity as recommended by the Government of India.

#### 3. Materials Exchange

The CONACULTA, through the National Centre of Arts, shall exchange audiovisual materials of artistic formation and spreading of the arts, with educative purposes with the interested Indian Cultural Organizations as recommended by Government of India.

#### III. ESTABLISHMENT OF ARTISTIC RESIDENCIES

The Parties agree to establish artistic residencies with the purpose to meaningful exchange on this matter.

Details shall be worked out through mutual consultations.

# IV. ARCHAEOLOGY, ANTHROPOLOGY, CONSERVATION AND RESTORATION OF HISTORIC AND CULTURAL HERITAGE

#### 1. Cooperation in the Fields of Archaeology and Anthropology

The Parties will promote the specialists exchanges and information on archaeology and anthropology.

The CONACULTA, through the National Coordination or Archaeology of the National Institute of Anthropology and History (INAH by its Spanish acronym), will exchange with the Archaeological Survey of India (ASI) researches and specialists in the fields of protection of heritage sites, their management as well as underwater and historic archaeology.

# 2. Dissemination, Conservation, Cataloguing and Restoration of Cultural Heritage

The Parties agree for joint cooperation projects for the diffusion, protection, conservation, restoration and management of the cultural heritage, and will favour the exchange of information in order to facilitate the recovery of lost or illegally taken cultural goods of both countries, in the framework of their current respective laws.

The CONACULTA, through the National Coordination of Conservation of the Cultural Heritage of the INAH, agrees to exchange information about the illicit traffic and data base on this matter.

The CONACULTA, through the National Coordination of Conservation of the Cultural Heritage of the INAH, the ASI, the National Museum Institute and the Lalit Kala Akademi shall exchange publications on restoration and conservation on cultural heritage. Likewise, specialists from the mentioned institutions shall establish contact to exchange experiences in those areas.

INAH agrees to share experiences with ASI about the Convention Concerning the Protection of the World Cultural and Natural Heritage.

# 3. Agreement of Cooperation for the Protection, Conservation, Promotion and Administration of the Artistic and Cultural Heritage

The Parties will continue the negotiations for the subscription of the Agreement of Cooperation for the Protection, Conservation, Promotion and Administration of the Artistic and Cultural Heritage between the INAH and

the ASI / Indian National Trust for Art and Cultural Heritage (INTACH) to develop joint projects of cooperation in these subjects.

#### 4. Intangible Heritage

The CONACULTA, through the Direction General of Popular Cultures, agrees to exchange information and experiences in the implementation of the Convention to the Safeguard of the Intangible Cultural Heritage of the UNESCO.

Likewise, the CONACULTA agrees to exchange audio and video materials on indigenous popular music.

#### V. VISUAL ARTS AND MUSEUMS

#### 1. High Level Exhibitions Exchange

The Parties will present a high level exhibition, in the other country, during the validity of the present Program. Details shall be worked out through diplomatic channels.

#### 2. Collaboration on Visual Arts

The Parties will promote collaboration between institutions of the two countries responsible for the visual arts and museums.

#### 3. Contest of Children's Painting

The Parties will continue to invite each other to participate in the painting contests that are organized in each other's territories.

The Mexican Party, invited by the Indian Party, will continue participating in the Shankar's Children's Painting contest that is developed since 1949.

#### VI. INTERNATIONAL FESTIVALS

#### 1. Participation in International Festivals

The Parties will promote the participation of their respective countries in the international festivals that take place in territory of the other country, for which each Party will provide the other, beforehand, detailed information about their festivals.

The financial conditions will be negotiated, in each case, between the organizing committee and the competent institutions of the invited Party.

#### 2. Indian Cultural Festival in Mexico

The Indian Party will consider holding a Cultural Festival of India in 2014 / 2015, which foresees the presentation of various artistic and cultural Indian expressions.

The Mexican Party, within its possibilities, will also hold a Cultural Festival in India.

#### VII. MUSIC

#### 1. Orchestra Conductors, Soloists and Musical Groups Exchange

The Parties will exchange Mexican and Indian orchestra conductors, soloists and musical groups, of small format, with aim to let know its respective artistic traditions (classical, popular and folkloric).

In that respect, the Mexican Party will present the Nandayapa trio (marimba, piano and percussions) in New Delhi, Lucknow and Jaipur.

The National System of Musical Promotion of the CONACULTA will present in India the Juvenile Symphonic Orchestra Carlos Chavez, as well as some camera groups and chorals of Mexico.

#### 2. Music Material Exchange

The Parties will exchange archives and videos on popular and indigenous music.

The CONACULTA, through the National Sound Archive, proposes exchange of sounds collections in digital audio format.

#### VIII. SCENIC ARTS

#### 1. Theatre Exchanges

The Parties will promote and facilitate the presentation of theatre shows of the other country, as well as joint productions, and exchange directors, technicians and interpreters. Details will be established via diplomatic channels.

#### 2. Dance Collaboration

The Parties agree to exchange Mexican and Indian soloists and dance groups, of small format, in order to let know their respective traditions and dance values.

## IX.INTERNATIONAL BOOK FAIRS, LITERATURE AND EDITORIAL COOPERATION

#### 1. International Book Fairs

The Parties agree to continue supporting literary meetings and to promote, among their editorial houses, the participation of their respective countries in the International Book Fairs that take place in the Other, where writers and editors concur to participate in forums, conferences of literary meeting related with the sector.

For the above, each Party will supply the Other, beforehand, detailed information about the fairs that take place in their country.

The financial conditions will be negotiated, in each case, between the organizing committee and competent institutions of the invited Party.

The Mexican Party will participate in International Book Fairs of New Delhi and Kolkata.

On the other side, the CONACULTA, through the Direction General of Publications (DGP), proposes the participation of Indian experts (writers, illustrators researchers and promoters) in the International Seminar of Promotion to Reading so that infantile and juvenile workshops that are realized in the frame of the Infantile and Juvenile International Book Fair (FILIJ by its Spanish acronym) could be given.

The same way, the DGP asks the Indian Party children's books edited in India for the Reading Room FILIJ.

#### 2. Writers, Experts and Lecturers Exchange

The Parties will promote and facilitate the reciprocal exchange of writers and lectures so that they participate in forums, meetings, seminars and conferences organized by public and private institutions of Mexico and India, as well as to announce experiences in the development of programs about the promotion of books and reading.

#### 3. Mexican and Indian Authors Literary Works Circulation

The Parties, as far as possible, will collaborate to broadcast in their territory the literary work of authors of the other Party.

To this respect, Sahitya Akademi of India will present the "Anthology of Poems" of the Mexican writer from Chiapas Jaime Sabines.

# 4. Translation and co edition of Literary Work of Mexican and Indian Authors

The Parties will promote the translation and publication of literary works of authors of the two countries.

In this sense, the Mexican Party invites Indian editors to continue participating in the Programme of Support to the Translation of Literary Works (PROTRAD by its Spanish acronym), through the presentation of translation and publications in different Indian language projects, of Mexican authors' works.

The Indian proposals should be presented directly before the PROTRAD.

In special, the Mexican Party will publish the work Anthology of Indian writers by Jeannine Diego.

#### X. ARCHIVES AND LIBRARIES

#### 1. Cooperation among National Archives

The Parties will promote the cooperation among their national archives, through the exchange of publications, microfilms and copies of documents, among other actions, according to the current law in each country.

#### 2. Cooperation among Libraries

The Parties agree for cooperation between Mexican and Indian libraries, and will facilitate exchange of experiences.

To this respect, the Mexican Party will study the possibility of donating Mexican books to the following libraries:

- > Spanish, Portuguese, Italian and Latin American Studies Centre Library of the Jawaharlal Nehru University.
- Germanic and Romance Studies Department Library of the Delhi University.
- > European and Latin American Studies Centre Library of Jamia Millia Islamia University.

The CONACULTA, through the Direction General of Libraries (DGB by its Spanish acronym), invites Indian librarians to participate in the National Congress of Public Libraries, that such Direction General organizes every year in October.

#### XI. RADIO, TELEVISION AND CINEMATOGRAPHY

#### 1. Collaboration in Radio

The Parties will promote / exchange radio programmes among their respective institutions.

#### 2. Collaboration in Television

The Parties will promote the visit of delegations of television specialists and will promote the educative and cultural television programme exchanges, as well as the cooperation among their respective transmitter and educative television organizations. The specific proposals will be known via diplomatic channels.

The Ministry of Public Education of Mexico (SEP by its Spanish acronym), through the Direction General of Educative Television (DGTE), will exchange programmes and series of the cultural bequest and of the contemporary artistic life of the two countries.

#### 3. International Cinema Festivals

The Parties will invite each other to participate in the international film festivals, for which each one will provide, opportunely, information on the festivals that are organized in their respective country.

The SEP, through the DGTE, will send and/or receive films and related materials for participation in film festivals organized by the Parties.

#### 4. Cinema cycles dedicated to Each Party

The Parties will organize cinema cycles dedicated to the other country and will promote the artistic exchange experiences, as well as the delegations of two to three people, to strengthen the relations in the cinematography field.

The details and duration of the visits will be defined previously via diplomatic channels.

The Mexican Party will present a Contemporary Mexican Cinema Festival in Bangalore, Pune, Kerala and Chennai.

The Mexican Party will undertake the following activities:

- > Travelling cycle of contemporary Mexican cinema (feature film-fiction).
- > Travelling cycle of Mexican contemporary shorts.
- > Travelling cycle of Mexican contemporary documentaries.

#### 5. Cooperation in Cinematography

The National Autonomous University of Mexico (UNAM by its Spanish acronym), through the Direction General for Cinematography Activities (DGAC by its Spanish acronym), will strengthen the exchanges of technical personnel, researchers and cinematographic analysts among the DGAC and the Indian cultural organizations.

Likewise, the DGAC from the UNAM will back up the exchange projects of film material in cooperation with the stocks that are members of the International Federation of Film Stocks and National Film Archives of India. It will back up the exhibitions on samples, anthologies and cinema cycles between Mexico and India.

#### XII. GENERAL CONDITIONS AND FINANCING

- 1. The Parties agreed that projects resulting from this Programme shall be jointly formulated in accordance with the interests of both countries, on the basis of reciprocity. In general, the Parties agreed with the general conditions and of financing that are indicated in the ANNEX.
- 2. The Programme does not exclude the carrying out of other cooperation activities or projects in culture agreed upon by institutions from both countries, and which must be negotiated through diplomatic channels.
- 3. The Programme will come into effect as of the date of its signing by the Parties and will be valid for a period of four years. Should a new Programme not be approved after the four-year period, the present Programme shall remain valid until a new one is signed.
- 4. For reasons of security, public order or health, the Parties reserve the right to temporarily suspend the development of this Programme, in part or in full.

Done in duplicate in Mexico City on the 16<sup>th</sup> of April 2012, in two originals, each in Spanish, Hindi and English languages, all three texts being equally authentic. In case of any doubt, the English text will prevail.

FOR THE GOVERNMENT OF THE REPUBLIC OF INDIA

FOR THE GOVERNMENT OF THE UNITED MEXICAN STATES

M. Ganapathi Secretary [West]

Ministry of External Affairs

Lourdes Aranda Bezaury

**Under Secretary** 

Ministry of Foreign Affairs

## GENERAL CONDITIONS AND FINANCING FOR THE REALIZATION OF THE PROGRAMME

- 1. The Parties do not exclude the possibility to agree via diplomatic channel, other activities or cultural cooperation projects, which should be concentrate via diplomatic channels.
- 2. Should it be required, the institution of the receiving Party will arrange, before the corresponding authorities of its country, the authorization of the issuing of visas.

#### Specialists, creators and curators exchanges

- 3. The sending Party should make available of the receiving Party, with due opportunity, the necessary documentation on the proposed specialists, artists, creators and/or curators. The receiving Party will inform opportunely to the sending Party institution its decision about the acceptance of the predicted visit.
- 4. Except in the cases that the responsible institutions establish another terms, the financing will be the following:
  - ➤ The institution of the sending Party assumes the international travel expenses, including those of transit and luggage, use of airport rights and medical insurance (except pre-existent sickness and dentistry attention).
  - The institution of the receiving Party will cover the lodging, feeding and pocket expenses, as well as trips in its own territory indispensable for the realizations of the project previously agreed upon the Parties. These expenses will be specified as the exchange is approved.

#### **Exchange of Artistic Groups**

5. The concrete conditions of the participation of artistic groups will be determined, in each case, by common agreement between the participant institutions.

6. Except that the responsible institutions establish other terms, the soloists and artistic groups should look for financing media for its international transportation, including customs or instruments. The institution of the receiving Party will cover lodging, food, local transportation and organization of the presentation and diffusion of the same.

#### **Visual Arts**

- 7. Except in the cases that the responsible institutions establish other terms, the institution of the sending Party:
  - ➤ Will inform the receiving Party the dates and exhibition subject, long beforehand, and will give the technical information and the necessary material for the catalogue that will be used four months before. The objects for the exhibition should arrive at their destination 15 days prior the inauguration date.
  - > It will cover the international transportation expenses, as well as the corresponding transportation insurance.
- 8. The sending Party shall meet the insurance cost of the exhibition for the time for which it is out of the national territory.
- 9. In case of loss or damage to the exhibition, the receiving Party shall provide the sending Party all the information relating to the issue, in order to enable the sender to lodge a complaint for reclamation of the loss/damage from the insurance company.

The works sent cannot be restored without the previous approval of the sending Party.

10. The expenses originating from the visit of a commissary or curator (maximum of two persons), and unless otherwise established by the institutions responsible, shall be governed by the terms set forth for the exchange of specialists and artists. The duration of the commissary's or curator's visit shall not exceed ten days.

#### International Book Fair

- 11. Except that the responsible institutions establish other terms:
  - > The Institution of the sending Party will cover the international transportation expenses of their lectures.

- The Institution of the receiving Party will pay the lodging, food and local transportation expenses.
- 12. Publishing houses shall bear their own book fair participation costs.

#### **Production of Cinema Samples**

- 13. The institution of the sending Party will assume the travel costs of the films and the materials that go along the sample, as well as the international travel of the directors of the said films.
- 14. The institution of the receiving Party will cover the programming of the theatre, publicity and promotion, internal transport of the film, as well as the lodging, food and internal transport of the directors of the mentioned films.

#### Informative, bibliographical and audiovisual material

15. Except that the responsible institutions establish other terms, the expenses of shipment and transportation of informative, bibliographical and audiovisual material is exchange according to the present Programme, they will be paid by the institutions of the sending Party.

#### Other sources of financing

16. For the execution of the projects and proposals of the present Programme, the Parties will be able to, as long as the two Parties agree, ask for the collaboration and financial support to internal and external sources, such as international organizations, foundations, non-government organizations, enterprises and local instances.