

Albuquerque, USA

Lusaka, Zambia



Official Sister City M.O.U. Signing Ceremony

October 2, 2014

MEMORANDUM OF UNDERSTANDING REGARDING THE INTENT TO ENTER INTO A SISTER CITY AGREEMENT BETWEEN THE CITY OF LUSAKA, OF THE REPUBLIC OF ZAMBIA AND THE CITY OF ALBUQUERQUE, NEW MEXICO OF THE UNITED STATES OF AMERICA. THE OFFICIAL SISTER CITY AGREEMENT WILL BE SIGNED IN 2015 BY THE MAYORS OF BOTH CITIES IN LUSAKA, ZAMBIA.

The City of Lusaka, The Republic of Zambia and the City of Albuquerque, New Mexico of the United States of America; hereinafter referred to as the Parties;

CONSIDERING the mutual interest in formalizing a new relationship that will join both Cities.

ACKNOWLEDGING that the Parties have the intention to develop collaborative activities, under the law of the Republic of Zambia and the United States of America, including infrastructure development, international business, cultural and educational exchanges;

DECLARING their decision to enhance collaboration through the proper legal framework;

CONVINCED of the importance of establishing mechanisms that allow for bilateral cooperation, as well as of the necessity to execute projects and initiatives that shall have a positive effect on the economic and social development of both Parties;

Have agreed to the following:

ARTICLE I

Objective

The objective of the agreement is to establish the framework for a Sister City Relationship between the City of Lusaka, The Republic of Zambia and the City of Albuquerque, New Mexico of the United States of America, to foster agreement and understanding between both cities and their institutions, in order to enhance common efforts, and to contribute to the exchange of experiences and the execution of common activities.

ARTICLE II

Areas of Cooperation

To achieve the objective of the agreement, the Parties commit themselves to developing cooperative initiatives including, but not limited to, the following areas:

- a) Culture, especially musical productions, the promotion of the arts from each city, folkloric music, and the cultures of native people;
- b) Education, especially between secondary educational institutions, universities and educational exchanges;
- c) Arts and Crafts, especially concerning manufacturers of high end and handcrafted jewelry;
- d) Technology, especially with respect to urban infrastructure, research and development centers, and the commercialization of technology;
- e) Tourism, especially pertaining to the mutual promotion of both cities as tourism destinations;
- f) Trade, concentrating efforts on small and mid-sized businesses for the development of more bilateral commerce
- g) Any other area of cooperation that the Parties agree to;

ARTICLE III

Mechanisms of Cooperation

The Parties agree that the activities of cooperation which are referred to in the Agreement shall be carried out through the following mechanisms:

- a) Exchanges of relevant economic data;
- b) Collaboration in the planning and execution of joint projects and activities;
- c) Mutual promotion of trade fairs, conferences, and special events;
- d) Cooperation between public and private enterprises;

- e) Mutual support of cultural initiatives between the two cities including musical productions and other artistic programs;
- f) Cooperation between universities and research centers; and
- g) Any other mechanisms to which the parties may agree.

ARTICLE IV Competence

The parties commit to carry out the mechanisms of cooperation, referred to in Article III of the agreement, subject to the availability of resources and the laws and regulations of their respective governments.

ARTICLE V Annual Initiatives

In order to achieve the objective of the agreement, the parties agree to work together to develop Annual Initiatives which shall become an integral part of the agreement once they are formalized.

The annual initiatives shall incorporate:

- a) The development of related objectives and activities;
- b) A work agenda;
- c) A clear scope of work for assigned personnel;
- d) The responsibilities of each party;
- e) The assignment of human, financial and material resources;
- f) Established evaluation criteria, and
- g) Any other relevant information.

The execution of this agreement does not bind the signing parties to establish projects in all the areas of cooperation, nor are they obligated to collaborate in those activities where they are prohibited by laws, regulations, or institutional norms or customs.

The parties shall communicate annually to evaluate the results of the annual initiatives derived from the agreement and to propose new guidelines for the development of new projects of mutual interest.

Each party shall prepare project achievement summaries derived from the agreement and shall share them with involved departments, as well as the corresponding departments of the other party as determined by mutual agreement.

Both Parties agree to formulate the first initial initiative within ninety (90) days after the signing date of the agreement.

ARTICLE VI Collaboration on Additional Proposals

Notwithstanding the initial initiative referred to in Article V of the agreement, each party may develop new proposals as they arise.

ARTICLE VII Coordination and Follow-Up Mechanisms

In order to establish a mechanism to track the progress of the activities carried out under the agreement, as well as to insure the best conditions for their implementation, a Working Group made up of reatives of both parties shall be established.

The Working Group shall communicate periodically as agreed upon by the parties in order to evaluate the activities derived from the agreement. The Working Group shall have the following functions:

- a) make the necessary decisions in order to carry out the objectives of the agreement;
- b) identify areas of common interest in order to develop projects;
- c) identify, organize and communicate recommendations regarding the implementation of activities;
- d) receive, examine and approve progress reports regarding ongoing projects, and
- e) any other function that the parties may agree to.

ARTICLE VIII Expenses

The parties shall pay for the activities outlined in the agreement with the resources that are available through their respective budgets based upon their availability and the guidelines

established by their respective authorizing agencies. Each party shall pay the expenses related to their participation, except when alternative funding sources may be available and considered appropriate.

ARTICLE IX

Sensitive Information & Materials or Restricted Equipment

The parties agree that sensitive information and materials or equipment classified as restricted for reasons related to national security or foreign relations for either party, in accordance with their respective federal governments, shall not be subject to the terms of the agreement.

If any sensitive information, materials or restricted equipment are identified as necessary for a project, the parties shall inform the appropriate authorities and establish, in writing, any corresponding measures.

The transfer of information, materials or equipment that are not protected or classified, but for which there are unique export requirements by either federal government, such requirements shall be identified and done accordingly.

ARTICLE X

Other International Agreements

The terms outlined in the agreement do not supersede any rights or obligations established through other international agreements.

ARTICLE XI

Intellectual Property

Any intellectual property of commercial value developed as a result of joint projects under this agreement shall be governed by federal law, existing Federal International Conventions and Agreements, and Zambian law. In the case of a conflict, the law of the place where the Intellectual Property is registered shall prevail.

ARTICLE XII
Labor

Any personnel assigned by either party for the purposes of the agreement, shall not enter into any employment relationship with the other party, and either party in no circumstance shall be considered a substitute employer.

The parties shall independently administer any documentation necessary for the assignment of human resources to the projects derived from the agreement.

When abroad, such participants shall be subject to all immigration, tax, customs and national security laws of the receiving country.

The parties shall insure that personnel have medical, personal damage and life insurance. If an injury results from joint activities derived from the agreement and such injury requires repair or indemnification, such repair or indemnification shall be covered by the corresponding insurance company.

ARTICLE XIII
Disputes Settlement

Any difference or divergence derived from the interpretation or application of the Instrument shall be resolved by both Parties in common agreement.

**ARTICLE XIV
Final Provisions**

The agreement may be modified by mutual written consent of the parties.

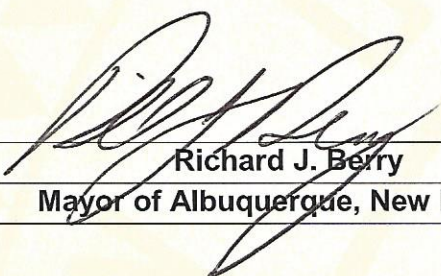
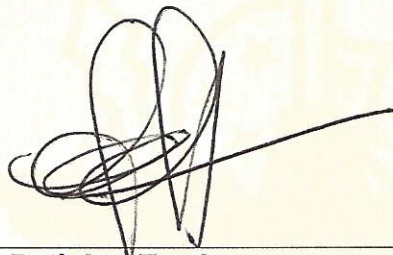
Either of the parties may, at any moment, terminate the agreement with sixty (60) days written notification.

The termination of the agreement shall not supersede projects already in progress prior to the termination of the agreement.



Signed in the in the City of Albuquerque, New Mexico on the 2nd day of October, 2014, in four original copies in English.

**FOR THE CITY OF ALBUQUERQUE, NEW
MEXICO OF THE UNITED STATES OF
AMERICA**

**FOR THE CITY OF LUSAKA, OF THE
REPUBLIC OF ZAMBIA**

	
Richard J. Berry Mayor of Albuquerque, New Mexico	Potipher Tembo Deputy Mayor of Lusaka, Zambia

HONORARY WITNESSES

	
Ken Sanchez City Council President for Albuquerque, New Mexico	McBride Sekeleti City Councilor for Lusaka, The Republic of Zambia