

### DEPARTMENT OF THE TREASURY WASHINGTON, D.C. 20220

FOIA No.: 2013-04-168 OASIS No.: CT-647481

JUN 1 4 2013

CJ Ciaramella MuckRock DEPT MR 4916 Box 55819 Boston, MA 02205-5819

Dear Mr. Ciaramella:

This letter is our final response to your Freedom of Information Act (FOIA), 5 U.S.C. § 552, request, dated April 11, 2013, to the Department of the Treasury. You requested all records and communications regarding the people-to-people license to travel to Cuba issued by the Treasury Department to Shawn Carter, a/k/a J-Z, and Beyoncé Knowles-Carter from January 1, 2012 through April 11, 2013. Treasury referred your FOIA request to the Office of Foreign Assets Control (OFAC) for processing.

Please be advised that OFAC has conducted a search of its records and found 32 pages of responsive records. Portions of several pages are exempt from disclosure pursuant to exemptions (b)(4) and (b)(6) of the FOIA.

Provisions of the FOIA allow us to recover part of the cost of complying with your request. In this instance, no fees have been assessed.

You may appeal our final decision, in writing, within 35 days after the date of this letter to the Freedom of Information Act Appeal, Disclosure Services (DO), Department of the Treasury, Washington, DC 20220. The deciding official for OFAC appeals is the Director, Office of Foreign Assets Control. Please include with your letter of appeal a copy of this response letter. Please reference FOIA case number 2013-04-168 in all future correspondence. Copies of the FOIA and Treasury regulations are available at <a href="https://www.treasury.gov/foia">www.treasury.gov/foia</a>.

The Office of Government Information Services (OGIS) also mediates disputes between FOIA requesters and Federal agencies as a non-exclusive alternative to litigation. If you are requesting access to your own records (which is considered a Privacy Act request), you should know that OGIS does not have the authority to handle requests made under the Privacy Act of 1974. If you wish to contact OGIS, you may email them at <a href="mailto:ogis@nara.gov">ogis@nara.gov</a> or call 1-877-684-6448.

Enclosed are information sheets pertaining to the FOIA exemptions and your right to administrative appeal.

Mr. Ciaramella Page 2

If you need to contact our office about this matter, please email <a href="mailto:OFACFOIAOffice@treasury.gov">OFACFOIAOffice@treasury.gov</a> or call our FOIA Requester Service Center at (202) 622-2500, option 3. Please reference FOIA No. 2013-04-168 in all communications.

Sincerely,

Marshall H. Fields, Jr.

Assistant Director, Information Disclosure

Office of Resource Management Office of Foreign Assets Control

### Enclosures:

- 1. Exemptions under the FOIA
- 2. Administrative Appeal Rights
- 3. Responsive Documents (32 pages)

## FOIA Exemptions

### Definitions of the Exemptions Under the Freedom of Information Act – 5 U.S.C. § 552

### **EXEMPTIONS**

Pursuant to 5 U.S.C. § 552 (b), the Freedom of Information Act does not apply to matters that are –

- (1)(A) specifically authorized under criteria established by an Executive Order to be kept secret in the interest of national defense or foreign policy and (B) are in fact properly classified under such Executive Order;
- (2) related solely to the internal personnel rules and practices of an agency;
- (3) specifically exempted from disclosure by statute, provided that such statute;
  - (A) requires that the matters be withheld from the public so as to leave no discretion on the issue, or
  - (B) establishes particular criteria for withholding or refers to particular kinds of matters to be withheld;
- (4) trade secrets and commercial or financial information obtained from a person and privileged or confidential;
- (5) inter-agency or intra-agency memoranda or letters which would not be available by law to a party other than an agency in litigation with the agency;
- (6) personnel and medical files and similar files the disclosure of which constitutes a clearly unwarranted invasion of personal privacy;
- (7) records or information compiled for law enforcement purpose, but only to the extent that the production of such records or information
  - (A) could reasonably be expected to interfere with enforcement proceedings,
  - (B) would deprive a person of a right to a fair trial or impartial adjudication,
  - (C) could reasonably be expected to constitute an unwarranted invasion of personal privacy,
  - (D) could reasonably be expected to disclose the identity of a confidential source, including a state, local or foreign agency or authority, or any private institution which furnished information on a confidential basis, and, in the case of a record or information compiled by a criminal law enforcement authority in the course of a criminal investigation, or by an agency conducting a lawful national security intelligence investigation, information furnished by a confidential source,
  - (E) would disclose techniques and procedures for law enforcement investigations or prosecutions, or would disclose guidelines for law enforcement investigations or prosecutions if such disclosures could reasonably be expected to risk circumvention of the law, or
  - (F) could reasonably be expected to endanger the life or physical safety of any individual;
- (8) contained in or related to examination, operating or condition reports prepared by, on behalf of, or for the use of an agency responsible for the regulation or supervision of financial institutions; or
- (9) geological and geophysical information and data, including maps, concerning wells.

### Appeal Rights

### **ADMINISTRATIVE APPEAL**

You may file an appeal with the Department of the Treasury when:

- Access to records has been denied in part or in whole;
- There has been an adverse determination of your requestor category;
- Your request for fee waiver or reduction has been denied;
- It has been determined that no responsive records exist; or
- Your request for expedited processing has been denied.

Your appeal, other than an appeal of a denial for expedited processing, must be submitted within 35 days after (1) the date of the initial determination, or (2) the date of the letter transmitting the last records released, whichever is later, except in the case of a denial of expedited processing. An appeal of a denial for expedited processing must be made within 10 days of the date of the initial determination to deny expedited processing. The appeal must be in writing, signed by you or your representative, and contain the following information:

- Your name and address:
- Date of your initial request;
- Date of the letter denying your request;
- Description of why you believe the initial determination was in error; and
- The FOIA/PA number assigned to your request.

Please mail your appeal to: Freedom of Information Act Appeal

Disclosure Services, DO

1500 Pennsylvania Ave., N.W. Department of the Treasury Washington, D.C. 20220

The deciding official on your appeal will be the Director, Office of Foreign Assets Control.

# Responsive Documents

(32 Pages)



### DEPARTMENT OF THE TREASURY WASHINGTON, D.C. 20220

Case No. CT-2012-294798-1

Charles A Miller III, Executive Director Sir John Soane's Museum Foundation 1040 First Avenue, No. 311 New York, NY 10022

RE: Letters dated May 25, 2012, July 23, 2012 and October 9, 2012 (collectively, the "Application")

Dear Mr. Miller:

Please find enclosed License No. CT-2012-294798-1, which, pursuant to section 515.565(b)(2) of the Cuban Assets Control Regulations, 31 CFR Part 515 (the "Regulations"), authorizes individuals under the auspices of Sir John Soane's Museum Foundation to engage in the travel-related transactions involving Cuba as set forth in section 515.560(c) of the Regulations and other transactions directly incident to the types of educational exchange activities described in the Application, subject to certain conditions.

Please note that OFAC considered the activities you described in the Application as examples of the types of activities your final programs would include. You have certified in writing to OFAC that each traveler will have a full-time schedule of educational exchange activities that will result in meaningful interaction between the travelers and individuals in Cuba and this commitment is reflected in a condition in the license (see Section 2(a)). Please note that OFAC does not authorize transactions related to activities that are primarily tourist-oriented, including self-directed educational activities that are intended only for personal enrichment, as provided in paragraph (c) of section 515.565. Furthermore, we remind you that an employee, paid consultant, or agent of your organization is expected to accompany the groups that travel to Cuba under your auspices to ensure that your travelers adhere to your program. Finally, please be mindful when planning your group size of the need to provide each traveler with the opportunity for meaningful interaction with Cuban individuals, consistent with your certification.

If you elect to use a U.S. travel service provider, you may make your travel arrangements only through an OFAC-authorized Travel Service Provider ("TSP"). OFAC makes available a list of "Authorized Travel, Carrier, and Remittance Forwarding Service Providers" on its website at www.treasury.gov/ofac that may be helpful for making travel arrangements. You may also make your own travel arrangements without the use of a TSP by handling your arrangements directly with travel service providers that are located outside the United States and that are not subject to U.S. jurisdiction.

Please also note the requirements set forth in the Comprehensive Guidelines for License Applications to Engage in Travel-Related Transactions Involving Cuba (the "Application Guidelines"), which are

available on OFAC's website at http://www.treasury.gov/resource center/sanctions/ Programs/Documents/ cuba\_tr\_app.pdf. Should you wish to apply for an extension or renewal of this license, or for a new license, please ensure that your application complies with all requirements in the Application Guidelines.

Sincerely,

leffrey R. Braunger

Program Manager, Cuba Travel Office of Foreign Assets Control

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Enclosure



### DEPARTMENT OF THE TREASURY WASHINGTON, D.C. 20220

### **Cuban Assets Control Regulations**

License No. CT-2012-294798-1

### LICENSE

(Granted under the authority of 50 U.S.C. App. 5(b), 22 U.S.C. 2370(a), 22 U.S.C. 6001 et seq., Proclamation 3447, and 31 CFR Parts 501 and 515)

To: Sir John Soane's Museum Foundation (the "Licensee")

1040 First Avenue, No. 311 New York, NY 10022

Attn.: Charles A Miller III, Executive Director

1. Pursuant to your application dated May 25, 2012, July 23, 2012 and October 9, 2012 (collectively, the "Application"), the following transactions are hereby licensed:

### \*\*\*\*\*SEE REVERSE\*\*\*\*

- 2. This license is granted upon the statements and representations made in the Application, or otherwise filed with or made to the Treasury Department as a supplement to the Application, and is subject to the conditions, among others, that you comply in all respects with all regulations, rulings, orders, and instructions issued by the Secretary of the Treasury under the authority cited above and the terms of this license.
- 3. The Licensee shall furnish and make available for inspection any relevant information, records or reports requested by the Secretary of the Treasury or any duly authorized officer or agency of the Secretary.
- 4. This license expires on October 31, 2014, is not transferable, is subject to the provisions of Title 31, Parts 501 and 515 of the Code of Federal Regulations and any regulations and rulings issued pursuant thereto, and may be revoked or modified at any time at the discretion of the Secretary of the Treasury acting directly or through the agency through which the license was issued, or any other agency designated by the Secretary of the Treasury. If this license was issued as a result of willful misrepresentation on the part of the applicant or his duly authorized agent, it may, at the discretion of the Secretary of the Treasury, be declared void from the date of its issuance, or from any other date.
- 5. This license does not excuse compliance with any law or regulation (including reporting requirements) administered by the Office of Foreign Assets Control ("OFAC") or any other agency applicable to the transactions(s) herein licensed, nor does it release the Licensee or third parties from civil or criminal liability for violation of any law or regulation.

Issued on behalf of the Secretary of the Treasury:

OFFICE OF FOREIGN ASSETS CONTROL

Program Manager, Cuba Travel

[Attention is directed to 18 U.S.C. 1001, 50 U.S.C App. 16, 31 CFR 501.701 et seq., and 31 CFR 515.701 et seq. for provisions relating to penalties.]

License No. CT-2012-294798-1

Licensee: Sir John Soane's Museum Foundation

Page 2 of 3

SECTION 1 – AUTHORIZATION: (a) This license authorizes individuals under the auspices of Sir John Soane's Museum Foundation (the "Licensee") to engage in the travel-related transactions involving Cuba as set forth in section 515.560(c) of the Cuban Assets Control Regulations, 31 CFR Part 515 (the "Regulations"), and other transactions directly incident to the types of educational exchange activities described in the Application, subject to the conditions set forth in Section 2 below.

(b) This license authorizes multiple trips during the validity period of the license.

Authority: 31 CFR §§ 515.560(a)(5) and 515.565(b)(2).

- SECTION 2 CONDITIONS: (a) The Licensee shall ensure adherence by all participants to a full-time schedule of educational exchange activities of the types described in the Application and that will result in meaningful interaction between the travelers and individuals in Cuba consistent with 31 CFR 515.565(b)(2) and the Licensee's certification in the Application.
- (b) The predominant portion of activities to be engaged in by individuals traveling under the Licensee's program(s) will not be with individuals or entities acting for or on behalf of a prohibited official of the Government of Cuba, as defined in 31 C.F.R. § 515.337, or a prohibited member of the Cuban Communist Party, as defined in 31 C.F.R. § 515.338.
- (c) The Licensee shall provide each traveler with a written statement on its letterhead stationery that cites the number of this license, confirms that the named individual will engage in authorized educational exchange activities under the license, and notifies the named individual of his or her recordkeeping responsibilities as a traveler under the license (See also Section 4 below).
- (d) Any advertisement (e.g., in websites, press releases, print ads, or brochures) of the activities authorized by Section 1(a) above must identify the name of the Licensee as set forth in this license.
- SECTION 3 WARNINGS: (a) Except as authorized in Section 1 above, nothing in this license authorizes any person subject to the jurisdiction of the United States to engage in any transaction or activity prohibited by the Regulations.
- (b) This license does not authorize the Licensee to provide the travel services described in 31 CFR 515.572(a)(1). Please see page 8 of the Comprehensive Guidelines for License Applications to Engage in Travel-Related Transactions Involving Cuba, which are available on OFAC's website at <a href="http://www.treasury.gov/resource-center/sanctions/Programs/Documents/cuba\_tr\_app.pdf">http://www.treasury.gov/resource-center/sanctions/Programs/Documents/cuba\_tr\_app.pdf</a> for information regarding arranging authorized travel to Cuba.
- SECTION 4 RECORDKEEPING REQUIREMENT: The Licensee shall keep a record of all transactions undertaken pursuant to this license, and such records shall be made available for examination upon demand for at least five years from the date of each transaction. OFAC may require the submission of a report from the Licensee or any individual traveler concerning the activities undertaken pursuant to the license. A report from the Licensee is required on activities undertaken pursuant to this license in conjunction with an application to renew or extend this license.

License No. CT-2012-294798-1 Licensee: Sir John Soane's Museum Foundation Page 3 of 3

SECTION 5 – INFORMATION: The Department of State publishes consular information sheets (and, when necessary, travel warnings) on every country and territory in the world, including Cuba, which are available on the Internet at <a href="http://travel.state.gov">http://travel.state.gov</a>, or through the State Department's fax-on-demand service at (202) 647-3000. An abridged version of consular information sheets can be heard by calling (202) 647-5225. The U.S. Interests Section in Havana, Cuba ("USINT"), offers U.S. visitors information about the Cuban government, Cuban culture and society, and U.S. foreign policy. USINT also offers various services to U.S. visitors, including general briefings, contact information for Cuban officials, and a full range of consular services such as passport replacement and emergency assistance. USINT encourages all travelers to visit its website at <a href="http://havana.usint.gov/">http://havana.usint.gov/</a> and to contact USINT directly prior to your trip to Cuba at <a href="http://havana.usint.gov/">Ask-USINT@state.gov</a>. USINT is located on Calzada between L & M Streets, Vedado, Havana.

**SECTION 6 – PRECEDENTIAL EFFECT:** The authorization contained in this license is limited to the facts and circumstances specific to the Application.



25 May 2012

Mr. Jeffrey R. Braunger Program Manager, Cuba Travel Office of Foreign Assets Control Department of the Treasury 1500 Pennsylvania Avenue, N.W. Washington, D.C. 20220

Re: Application for Renewal of Specific License No. CT-17937, under 31
C.F.R § 515.565 (b) (2) of the Foreign Assets Control Regulations for
Travel to Cuba to Engage in Educational Exchanges to Promote People-

to-People Contact: Sir John Soane's Museum Foundation

Dear Mr. Braunger:

I write to request that Sir John Soane's Museum Foundation be granted a two-year renewal of Specific License No. CT-17937, authorizing Soane and individuals traveling under its auspices to engage in educational exchanges not involving academic study pursuant to a degree program, under The Cuba Assets Control Regulations, 31 C.F.R. § 515.565 (b) (2). Please find attached a copy of the license, dated July 20, 2011. (See Appendix C)

As part of this application we are enclosing a report on all activities undertaken pursuant to the license. To date, Sir John Soane's Museum Foundation has offered one successful people-to-people program in Cuba under its current license. The final itinerary, that includes the total number of participants, is attached. (See Appendix A) I certify that all travelers who have or will travel under our current People-to-People license A. (a) have had or will have a full-time schedule of educational activities that will result in meaningful interaction between the travelers and individuals in Cuba; and (b) the predominant portion of the activities engaged or to be engaged in by individuals traveling under *Institution's* programs have not been or will not be with individuals or entities acting for or on behalf of a prohibited official of the Government of Cuba, as defined in 31 C.F.R. § 515.337, or a prohibited member of the Cuban Communist Party, as defined in 31 C.F.R. § 515.338; B. Furthermore, we have informed and will inform all travelers verbally and in writing of the restrictions and requirements on travel to Cuba and we believe that the actual activities on our programs have reflected and will reflect the representative activities contained in our initial license application.

These people-to-people exchanges in Cuba—offered through our program in conjunction with the licensed Travel Service Provider Academic Arrangements Abroad—remain an important part of our ongoing efforts to expand Sir John Soane's Museum Foundation educational mission. Through these trips we strive to emphasize the connections between our mission and Cuba. The participants on these trips have met with locally based art and architectural historians, artists, museum directors, musicians, and dancers; whenever possible, these meetings have been offered together with various foundations or non-governmental organizations. As such, they have ensured meaningful personal dialogue with Cuban cultural leaders, further serving the U.S. foreign policy goal of helping the Cuban people by facilitating exchanges with them and supporting the development of independent activity and civil society. In addition, our travelers have benefited from briefings conducted in Havana by the U.S. Special Interests Section.

SIR JOHN SOANE'S MUSEUM FOUNDATION 1040 First Avenue, No. 311 New York NY 10022 T 212-223-2012 SoaneFoundation com

Sir John Soane's Museum Foundation is a 501(c)3 organization and gifts are tax deductible to the full extent allowed by U.S. law Federal Tax Id. 133624437 N.Y. State Chanties Registration 047708

Sir John Soane's Museum Foundation Page 2

At this time Sir John Soane's Museum Foundation would like to request a renewal of its license in order to plan future trips to Cuba that will build on the significant experience we have gained in operating one trip to Cuba. We believe the attached list of representative activities meets both the letter and spirit of the current OFAC guidelines and policies. (See Appendix B)

As in the past, the Soane's trips will be advertised directly to our members, supporters, and friends. As with all programs, the focus will be purely educational, and a study leader from the Sir John Soane's Museum Foundation will accompany each group to guide group discussions and provide information to participants on the cultural heritage of the country. All participants will be provided with a comprehensive reading list and additional reading materials compiled by our staff concerning Cuban culture prior to their trip. All flights to Cuba and payments for services in Cuba will be made through Academic Arrangements Abroad, which holds a TSP license for assisting licensed travelers to arrange and pay for their arrangements within Cuba.

We will comply with all of the guidelines as set forth by the Department of the Treasury as well as any updates to those guidelines. We will ensure that all the travelers in our groups are familiar with the requirements and restrictions on travel to Cuba. All participants will be informed of the necessity of full participation in the program, both in writing prior to the trip and at the first meeting

Furthermore, I certify that: (a) each traveler will have a full-time schedule of educational activities that will result in meaningful interaction between the travelers and individuals in Cuba; and (b) the predominant portion of the activities to be engaged in by individuals traveling under Soane's programs will not be with individuals or entities acting for or on behalf of a prohibited official of the Government of Cuba, as defined in 31 C.F.R. § 515.337, or a prohibited member of the Cuban Communist Party, as defined in 31 C.F.R. § 515.338.

Thank you very much for considering this application for a two-year renewal of Soane's travel license to Cuba. I look forward to your response to this request. If I can provide you with any further information, please do not hesitate to call me. It is our sincere hope that Sir John Soane's Museum Foundation will be able to continue to pursue these trips.

Sincerely

Charles A Miller III

Executive Director

Attachments: Appendix A / B / C

Appendix A – 1 of 2 pages – Sir John Soane's Museum Foundation:

9 (b) A detailed report setting forth a record of all activities undertaken pursuant to the license and any amendments.

### SIR JOHN SOANE'S MUSEUM FOUNDATION Final Itinerary

Havana, Matanzas, Varadero, Cardenas January 22 to 29, 2012

Study Leader: Charles Miller III
Number of Participants: 27

### January 22 MIAMI / HAVANA

- Flew to Havana from Miami
- Transferred to the Melia Cohiba Hotel for lunch and check-in
- Attended a lecture by Julio Cesar Perez, Cuban architect
- Welcome dinner at a paladar, a restaurant in a private home that operates with the special permission of the Cuban government.

### January 23 HAVANA

- Drove to the U.S. Interests Section for a morning briefing on Cuban American relations
- Continued to the Spanish Embassy for a reception hosted by the Ambassador.
- Visited the homes and studios of some of Havana's leading artists, including Kadir and the Group of 4.
- Drove to the Swiss Ambassador's Residence for a reception and tour of the home and garden.

### January 24 HAVANA

- Guided walking tour of various neighborhoods of Old Havana with Julio Cesar Perez. Cuban architect
- Joined a curatorial tour with former Deputy Director, Alejandro Alonso, focusing on the Cuban art collection at the National Museum of Fine Arts
- Escorted by Director Alejandro Alonso and his staff at the Ceramics Museum at Casa Aguilera
- Concert by local musician, Luis Manuel Molina

### January 25 HAVANA

- Gathered in a meeting room at the hotel for a briefing by a local historian, Aurelio Alonso, regarding Casa de las Americas
- Toured the Colon Cemetery with its ornate and historically important tombstones with a Cuban specialist
- Visited the artist Capote's home and studio to discuss his artwork
- Drove to the Ludwig Foundation for the Arts for a presentation on Cuban Art.
   Met with the Foundation President, Helmo Hernandez and invited Cuban guests and artists for a reception/dinner

continued

### Appendix A - 2 of 2 pages - Sir John Soane's Museum Foundation:

### January 26 HAVANA

- Attended an informal morning rehearsal of the Contemporary Dance Company of Cuba at the Teatro Nacional and met the dancers
- Guided visit with a Cuban professor at ISA, Instituto Superior de Arte, and a presentation of student work
- Met local artists and craftspeople at the local market
- Concert by Ars Longa and discussions with Cuban performers

### January 27 HAVANA / MATANZAS /VARADERO

- Departed for Matanzas
- Upon arrival in Matanzas toured the castle at San Severino, which includes a room on the Afro-Cuban religion of Santeria and one on slavery as part of UNESCO's project: "The Route of the Slave."
- Walking tour with a local official, Ercilio Sento Canesa and Adianes Ponce Villalonga from the Office of the Historian
- Also stopped at the Ediciones Vigia, workshop where handmade books are created and spoke to the artisans
- Lunch at Hotel Velasco on the main square
- Visited the Pharmacy Museum, for a tour with a local expert
- Met with local artist Osmany Betancourt Falcon, "Lolo", at his home/studio
- Drove to Varadero where overnight accommodations are arranged at a hotel

### January 28 CARDENAS / VARADERO

- Spend the morning in nearby Cárdenas to see the local museums and artist's studios including both a painter and a photographer, Raul Rodriguez Perez and Daylene Rodriguez Moreno
- Return to Varadero for lunch at Xanadu, the Dupont mansion
- Visited a ceramic workshop and spoke to the artist Borodino

### January 29 VARDERO / HAVANA / MIAMI

Depart early this morning for the airport and the flight to Miami.

The above activities resuted in meaninful interaction between the travelers and individuals in Cuba. Each day of this week-long program, travelers had one-on-one conversations with individual Cuban artists, architects, students, musicians, craftsman, dancers, former diplomats and spiritual leaders. Almost all interactions took place in homes or studios, where informal and often personal discussions about work, politics, education, religion and social change, took place without censorship. Ample time was provided for these exchanges, as this provided purpose and richness to the program. Both Cubans and Sir John Soane's Museum Foundation Travelers found their views of each other changed and broadened by the experience.

### Appendix B - 1 of 3 pages - Sir John Soane's Museum Foundation:

### SIR JOHN SOANE'S MUSEUM FOUNDATION

Re: Application for a Renewal of Specific License No. CT-17937, under 31 C.F.R. § 515.565 (b) (2) of the Foreign Assets Control Regulations for Travel to Cuba to Engage in Educational Exchanges to Promote People-to-People Contact: Sir John Soane's Museum Foundation

### List of types of activities organized in conjunction with Academic Arrangements Abroad:

- Meetings with local artists at their in-home studios
  - Example These visits are an intimate exchange of ideas on the processes, inspiration, and limitations on artistic expression in Cuba and an in-depth exploration of the Cuban artists' craft in an informal setting with the artists and their families, students, and local supporters of the arts.
  - Contacts In Havana: Adrian Fernandez Milanes, photographer/graphic artist; Julio
     Larramendi, photographer; Milagros Borges Gomez, gallery owner/curator (represents 12 artists); In Trinidad: Carlos Mata, artist; In Matanzas: Osmany Betancourt Falcon, ceramicist In Cardenas: Daylene Rodriguez Moreno, photographer; Borodino, artist.
- Examine and explore current restoration projects in Old Havana
  - Example Meet with urban planners and their associates, who are responsible for ongoing and future architectural rehabilitation projects in Old Havana. Tour specific sites with them and discuss current issues in city planning, construction and social issues. Depending on specific scheduling, activities may include: visits to a model used in the planning of the city by city planners, discussions with members of a non-governmental foundation dedicated to historic preservation in Old Havana, visits to a senior care facility and meetings with members, and meetings with project teams at current construction sites regarding historic preservation.
  - o Contact Julio Cesar Perez, Architect and Urban Designer.
- Visit Casa de las Americas for a round-table discussion with one of the sub-directors, who is a noted Cuban author and sociologist.
  - Example Participants in these discussions would include various members of the center as well as any visiting artists/authors to discuss contemporary Cuban art/literature as appropriate.
  - o Contact Aurelio Alonso, Deputy Director at Casa de las Americas
- Attend a public recital at an art foundation geared towards the Cuban art community, followed by a reception with the Cuban attendees and performers. This would allow an informal setting to meet with members of the performing arts community in Cuba as well as a focus for discussions.
  - o Contacts Helmo Hernandez, President, and Wilfredo Benitez at the Ludwig Foundation

continued

### Appendix B – 2 of 3 pages – Sir John Soane's Museum Foundation:

- Visit the Museum of Fine Arts for a tour focused on Cuban art guided by students, curators, and notable members of the Cuban art community. By visiting the museum in smaller groups, there is a chance for more interactive discussions.
  - o Contacts Alejandro Alonso, former Deputy Director of the Museum of Fine Arts (currently Director at Museo Nacional de la Ceramica); Luz Marino, curator
- A viewing of the Ceramics Museum with a curator, followed by an intimate dinner including museum staff. This provides an opportunity to learn about the different facets of running a museum in Cuba through discussions with staff members, as well as to learn about the development of the Cuban ceramics tradition.
  - o Contact Alejandro Alonso, Director at Museo Nacional de la Ceramica
- Learn art techniques alongside Cuban students in their classroom at the Instituto Superior de Arte.
  - o Example Take a drawing or printmaking class with students and have the opportunity to learn about their work and also about life as a student in Cuba.
  - o Contact Arranged via Ludwig Foundation in Havana or via Havanatur (land operator)
- Support a local children's theater group by attending a performance and hopefully arranging a short backstage tour where there is an opportunity to meet with the actors and stage crew.
  - o Contact La Colmenita children's group in Havana
- Meet a world-renowned Cuban choir and listen to them perform. Afterwards, have a cocktail
  reception with them and discuss their achievements and experiences performing in Cuba and
  abroad.
  - Contacts In Havana: Teatro Lirico (music, opera); In Cienfuegos: Cantadores de Cienfuegos; In Matanzas: Cantadores de Matanzas
- Meet with a local botanist and others with an interest in horticulture to learn about current and planned ecological/conservation projects.
  - Contact Dr Angela Leiva, Director of the Jardín Botánico Nacional (Havana), or Rosa, one of her key curators.
- Explore Cuba's largest outdoor sculpture park, Prado de las Esculturas, with one of Cuba's leading experts on sculpture
  - o Contact Arranged via Havanatur (land operator)
- Meet local entrepreneurs in their shops and paladares, and discuss with the owners their
  experiences in being self-employed in Cuba. Discussions would also focus on the new
  regulations in Cuba that are allowing unprecedented freedom to expand their business.
  - o Contacts (Paladares, among those to be included) In Havana: La Cocina de Lilliam; La Guarida (Fresa y Chocolate); and Atelier; In Trinidad: Paladar Lis and Sol Ananda

continued

### Appendix B – 3 of 3 pages – Sir John Soane's Museum Foundation:

- Attend a regular rehearsal at the practice studio of a Cuban dance company. Afterwards there will be an opportunity to talk with the performers and to learn dance techniques, if desired.
  - o Contact Ballet Nacional de Cuba and/or Contemporary Dance Company of Cuba
- As appropriate, invite members of the Cuban community to join us in the hotel or ship conference room facilities for a seminar and Q&A session led by a study leader from our institution on his or her individual field of expertise.
- Attend a meeting at the U.S. Cuban Interests Section to discuss U.S. Cuban relations, pending permission being granted.
  - o Contact Arranged via Havanatur (land operator)
- Join pilgrims in visiting the Basilica de Nuestra Señora de la Cobre in Santiago where thousands of Cubans make a journey each year to give offerings to the patron saint of their country.
  - o Contact Arranged via Havanatur (land operator)
- Meet with members of the Church and Jewish Patronato to discuss views on freedom of religion in Cuba.
  - o Contact in Santiago de Cuba: Cardinal Jamie Ortega
  - o Contact in Havana: Adela Dworin
- Speak with city historians to learn more about the history and culture of a city and its museums, and to discuss the issues in running a museum and preserving artifacts.
  - Contact in Santiago de Cuba: Jorge Carlos Jordan, Art Historian and Curator of Museo Casa Velazquez
  - o Contact in Matanzas: Adianas Villalonga, City Historian
- Visit Ediciones Vigia, a hand-made book shop in Matanzas for a tour of the facilities and explanation of the work with the artist.
  - o Contact: Rolando Estevez Jordán

Appendix C-3 pages: Copy of letter and current license issued 7/20/11 - and expiring 7/31/12



### DEPARTMENT OF THE TREASURY. WASHINGTON, D.C. 20220

Case No. CT-17937

Sir John Soane's Museum Foundation 1040 First Avenue, No. 311 New York, NY 10022 Attn: Charles A Miller III, Executive Director

RE Letter dated May 24, 2011 (the "Application")

Dear Mr Miller

Please find enclosed License No. CT-1.7937, which, pursuant to section 515.565(b)(2) of the Cuban Assets Control Regulations, 31 C F.R Part 515 (the "Regulations"), authorizes individuals under the auspices of Sir John Soane's Museum Foundation to engage in the travel-related transactions involving Cuba as set forth in section 515.560(c) of the Regulations and other transactions directly incident to the types of educational exchange activities described in the Application, subject to certain conditions

Please note that OFAC considered the activities you described in the Application as examples of the types of activities your final programs would include. You have certified in writing to OFAC that each traveler will have a full-time schedule of educational exchange activities that will result in meaningful interaction between the travelers and individuals in Cuba and this commitment is reflected in a condition in the license (see Section 2(a)). Please keep this condition and certification in mind as you finalize a travel schedule. We remind you that you (or a representative of your organization) are responsible for accompanying the groups that travel to Cuba under your auspices and seeing that your travelers adhere to your program. Finally, please be mindful when planning your group size of the need to provide each traveler with the opportunity for meaningful interaction with Cuban individuals, consistent with your certification.

If you elect to use a U.S. travel service provider, you may only make your travel arrangements through an OFAC-authorized Travel Service Provider ("TSP"). OFAC makes available a list of "Authorized Travel, Carrier, and Remittance Forwarding Service Providers" on its website at <a href="https://www.treasury.gov/ofac">www.treasury.gov/ofac</a> that may be helpful for making travel arrangements. You may also make your own travel arrangements without the use of a TSP by handling your arrangements directly with travel service providers that are located outside the United States and that are not subject to U.S. jurisdiction

Please also note the requirements set forth in the Comprehensive Guidelines for License Applications to Engage in Travel-Related Transactions Involving Cuba (the "Application Guidelines"), which are available on OFAC's website at <a href="http://www.treasury.gov/resource\_center/sanctions/">http://www.treasury.gov/resource\_center/sanctions/</a> Programs/Documents/
cuba tr app pdf. Should you wish to apply for an extension or renewal of this license, or for a new license, please ensure that your application complies with all requirements in the Application Guidelines

Sincerely.

Jeffrey R Braunger

Program Manager, Cuba Travel Office of Foreign Assets Control

Enclosure

FOIA Request 2013-04-168-013



### **DEPARTMENT OF THE TREASURY** WASHINGTON, D.C. 20220

### **Cuban Assets Control Regulations**

License No. CT-17937

### LICENSE

(Granted under the authority of 50 U S C App 5(b), 22 U S C 2370(a), 22 U S.C 6001 et seq, Proclamation 3447, and 31 CFR Parts 501 and 515)

To. Sir John Soane's Museum Foundation (the "Licensee") 1040 First Avenue, No. 311 New York, NY 10022

Attn. Charles A. Miller III, Executive Director

1. Pursuant to your application dated May 24, 2011 (the "Application"), the following transactions are hereby licensed:

### \*\*\*\*\*SEE REVERSE\*\*\*\*\*

- 2. This license is granted upon the statements and representations made in the Application, or otherwise filed with or made to the Treasury Department as a supplement to the Application, and is subject to the conditions, among others, that you comply in all respects with all regulations, rulings, orders, and instructions issued by the Secretary of the Treasury under the authority cited above and the terms of this license
- 3. The Licensee shall furnish and make available for inspection any relevant information, records or reports requested by the Secretary of the Treasury or any duly authorized officer or agency of the Secretary.
- 4. This license expires on July 31, 2012, is not transferable, is subject to the provisions of Title 31, Parts 501 and 515 of the Code of Federal Regulations and any regulations and rulings issued pursuant thereto, and may be revoked or modified at any time at the discretion of the Secretary of the Treasury acting directly or through the agency through which the license was issued, or any other agency designated by the Secretary of the Treasury. If this license was issued as a result of willful misrepresentation on the part of the applicant or his duly authorized agent, it may, at the discretion of the Secretary of the Treasury, be declared void from the date of its issuance, or from any other date
- 5. This license does not excuse compliance with any law or regulation (including reporting requirements) administered by the Office of Foreign Assets Control ("OFAC") or any other agency applicable to the transactions(s) herein licensed, nor does it release Licensec(s) or third parties from civil or criminal liability for violation of any law or regulation.

Issued on behalf of the Secretary of the Treasury:

OFFICE OF FOREIGN ASSETS CONTROL

Program Manager, Cuba Travel

[Attention is directed to 18 U S C 1001, 50 U S C App. 16, 31 CFR 501 701 et seq. and 31 CFR 515 701 et seq for provisions relating to penalties ]

License No. CT-17937 Licensee: Sir John Soane's Museum Foundation Page 3 of 3

SECTION 5 – INFORMATION: The Department of State publishes consular information sheets (and, when necessary, travel warnings) on every country and territory in the world, including Cuba, which are available on the Internet at <a href="http://travel.state.gov">http://travel.state.gov</a>, or through the State Department's fax-on-demand service at (202) 647-3000. An abridged version of consular information sheets can be heard by calling (202) 647-5225. The U.S. Interests Section in Havana, Cuba ("USINT"), offers U.S. visitors information about the Cuban government. Cuban culture and society, and U.S. foreign policy. USINT also offers various services to U.S visitors, including general briefings, contact information for Cuban officials, and a full range of consular services such as passport replacement and emergency assistance. USINT encourages all travelers to visit its website at <a href="http://havana.usint.gov/">http://havana.usint.gov/</a> and to contact USINT directly prior to your trip to Cuba at <a href="http://havana.usint.gov/">Ask-USINT@state.gov</a>. USINT is located on Calzada between L & M Streets, Vedado, Havana.



March 11, 2013

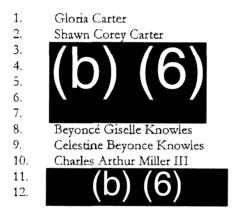
To Whom It May Concern:

The following individuals are authorized to travel to Cuba from April 3 to 6, 2013 under our license, issued by the U.S. Department of the Treasury, Division of Foreign Assets Control:

License No. CT-2012-294798-1

All travel arrangements for this trip have been arranged by Academic Arrangements Abroad, whose Travel Service Provider License No. is CU-78770.

Authority: 31 CFR 515.560 (c) and 515.565 (b) (2)



A copy of our license is attached. All travelers named above have been informed of the regulations related to travel to Cuba.

Sincerely

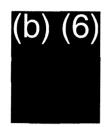
SIR JOHN SOANE'S MUSEUM FOUNDATION 1040 First Avenue, No. 311 New York NY 10022 T. 212-223-2012 SomeFoundation.com

Sir John Soanes Moscum Boundarion is a 501(c)3 organization and gifts are rax deductible to the full extern allowed by U.S. law, Federal Tax 1d, 133624437, N.Y. State Charmes Registration 047708.

Thomas X. Kligerman

President, Sir John Soane's Museum Foundation





Scane Cuba Travelers

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CANCELLA	TION AND REF	UNO: <u>Individual Travelers</u> to meall your seat, you will i	If you cancel t	he trip or fall to trav	ol on the charter flig	nt, your right	to receive a	refund is limited, as set
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i have read Pom.	and agree to th	e serms and conditions of the	e Operatos Partic	ipant Contract. I have	signed up for th	e flight specified a	bove and on the Reservation		
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OPERATOR PARTICIPANT CONTRACT THIS AGREEMENT SETS FORTH THE TERMS AND CONDITIONS UNDER WHICH WE, MARAZUL CHARTERS, INC. \$15 NW 67 Ave, \$202 MIAMI, FLORIDA 3312s, in return for payment of the amount indicated as the lotal charter pide, agree to provide you this charter flight. RESPONSIBILITY: We, as the principal, are responsible to you for arranging the charter flight, provided however, that in the absence of negligence on our part, we are not responsible for personal injury or property damage caused by the air carrier or other suppliers of any of the services offered in connection with the charter.											
RESERVATIONS AND PAYMENT: Attached to this Agreement is your Reservation Form. We will confirm the reservation within 7 days after receiving the Reservation Form. If the charter fight is fully booked, we will advise you of strampte travel dates. The ticket will be issued only after the reservation is confirmed, and you must pay the full charter price when the ticket is issued. At checks money orders, and credit card grafts must be made payable to your travel egent, who in turn must renth payment to MARAZUL CHARTERS; INC, DEPOSITORY ACCOUNT.  CHARTER PRICE: The charter price of 3 \$110.00 represents your cost for a charter flight that departs from MIA.											
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## Pages 28-32 are withheld in full pursuant to FOIA exemptions (b)(4) and (b)(6)