

**Letter of Intent  
FOR EDUCATIONAL COOPERATION  
BETWEEN  
CALIFORNIA STATE UNIVERSITY FRESNO  
AND  
UNIVERSIDADE DE SÃO PAULO, WITH THE  
INTERVENIENCE OF THE "LUIZ DE QUEIROZ"  
COLLEGE OF AGRICULTURE**

**1. Parties**

The parties to this LETTER OF INTENT are

- California State University Fresno, of the USA, hereafter referred to as "Fresno State."
- Universidade de São Paulo, with the intervenience of the "Luiz de Queiroz" College of Agriculture of Brazil, hereafter referred to as "I.I."

**2. Purpose**

- 2.1 The broad objectives of this LETTER OF INTENT are to promote cultural, educational and scholarly exchange; collaboration and technical interchange between the parties involved as educational partners.
- 2.2 Upon the mutual consent of the parties, including the relevant academic management within the universities; subject to the availability of funds, collaboration may be carried out in, but not necessarily limited to, the following activities:
- Visits between universities by academic, technical and administrative staff.
  - Exchange of materials in education and research, publications and academic information.
  - Facilitate and conclude the Articulation of courses at or between the two universities.
  - Collaborative research and publication.
  - Joint organization of conferences, seminars or other academic meetings.
  - Joint organization of technical training or administrative programs.
  - Joint development and delivery of courses and programs.
- 2.3 Addenda to this document may identify specific projects, which will be undertaken within this overall LETTER OF INTENT, and the details of their

management. Further Memorandum of Understanding (MOU's) shall be developed for specific agreements based on the mutually agreed upon objectives and outcomes, at any time, but require the signatures of both Presidents (or expressly designated delegates).

- 2.4 The purpose of this LETTER OF INTENT is to outline an academic and management framework between the two parties, designed to promote internationalization at both institutions. The parties do not intend to be legally bound to each other, and this LETTER OF INTENT does not impose legal obligations on either party.

### **3. Joint Managers, Administrative Officers and Working Parties**

- 3.1 Each University President party to this LETTER OF INTENT (or an expressly designated delegate) will appoint one person to act as a Joint Manager in the execution of this LETTER OF INTENT.
- 3.2 The Joint Managers may appoint Administrative Officers or Working Parties to manage the details of particular activities, curriculum or program development, as specified in the addenda to this LETTER OF INTENT.

### **4. Publicity and Advertising**

The parties agree that each may publish or advertise the existence and nature of activity under this LETTER OF INTENT. Nothing in this agreement shall be construed as confidential.

### **5. Duration of LETTER OF INTENT**

- 5.1 This LETTER OF INTENT will be effective upon signature by each University President (or an expressly designated delegate) for a period of five years, at which time it will be reviewed for possible renewal for another five-year period.
- 5.2 The Joint Managers may propose a mutually agreed upon modification to activities or arrangements under this LETTER OF INTENT. However all modifications are subject to express written ratification by each President (or an expressly designated delegate) prior to the implementation of the modification.
- 5.3 Either party may, with six months written notice, terminate the LETTER OF INTENT in advance of its normal expiration or request the renegotiation of its conditions. Under such circumstances, staff or students shall be allowed to complete the activity under old conditions that have commenced an activity under the LETTER OF INTENT.
- 5.4 Addenda to this document are an indispensable part of this LETTER OF INTENT. The LETTER OF INTENT is made in English; addenda not made in English have the same validity.

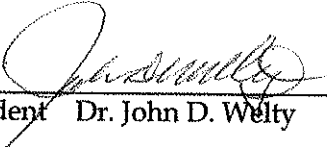
## 6. Other Terms

- 6.1 Activities commenced under this LETTER OF INTENT shall be construed and take effect in accordance with the domestic laws of the State of California. Any legal action or proceedings arising out of or in connection with activities commenced under this LETTER OF INTENT shall be resolved in the jurisdiction of the courts of the California.
- 6.2 Each party shall co-indemnify and hold each party harmless for any and all costs or expenses associated with damages or claims arising out of activities commenced under this LETTER OF INTENT, or any act or omission of the party, its employees or others acting on its behalf while undertaking any aspect of these cooperative activities.
- 6.3 This LETTER OF INTENT is in four (4) identical counterparts in each version, in English and in Portuguese, to one and same effect, and both parties shall hold four original copies.

### Signed for and on behalf of:

California State University, Fresno

Universidade de São Paulo, Brazil  
"Luiz de Queiroz" College of  
Agriculture

  
\_\_\_\_\_  
President Dr. John D. Welty

  
\_\_\_\_\_  
Dean Dr. José Vicente Caixeta Filho

Date: 10 / 9 / 2012

Date: 27 / 09 / 2012

## **SCHEDULE**

**To the Letter of Intent  
between  
California State University Fresno  
and  
Universidade de São Paulo, of Brazil**

### **Item 1: Address for notices**

#### **California State University Fresno**

Joint Manager: Dr. Lynnette Zelezny  
Dean and Associate Vice President  
California State University, Fresno

Address: 5005 North Maple Avenue M/S ED76  
Fresno, California 93740-8026

Phone: +1 559 278 0333

Fax: +1 559 278 0395

Email: [lynnette@csufresno.edu](mailto:lynnette@csufresno.edu)

#### **Universidade de São Paulo, of Brazil**

Joint Manager: Dr. Durval Dourado Neto

Address: Av. Pádua Dias, 11, Departamento de Produção  
Vegetal, Piracicaba-SP, Brazil - CEP: 13418-900

Phone: +55 19 3429 4115

Facsimile: +55 19 3429 4385

Email: [ddourado@usp.br](mailto:ddourado@usp.br)



UNIVERSIDADE DE SÃO PAULO  
ESCOLA SUPERIOR DE AGRICULTURA "LUIZ DE QUEIROZ"



Av. Pádua Dias, 11 – Caixa Postal 9 – Cep 13418-900 – Piracicaba, SP – Brasil  
Fone (19) 3429-4110 – Fax (19) 3422-1733  
<http://www.esalq.usp.br>

SCAINT-213/2012

Piracicaba, September 26th, 2012.

Russel D. Statham, M.B.A.  
Manager of Administration and Global Operations  
California State University, Fresno  
Division of Continuing and Global Education  
5005 North Maple Avenue, M/S ED76  
Fresno, California 93740-8025  
USA

Dear Dr. Russel D. Statham,

Find enclosed 2 copies in Portuguese and 2 copies in English of the Letter of Intent between California State University and the Universidade de São Paulo (USP)/Escola Superior de Agricultura "Luiz de Queiroz" (ESALQ), coordinated by Prof. Dr. Durval Dourado Neto.

Please, ask Dr. John D. Wealty to sign the Portuguese and English versions, keep one of each language with you and send the other original versions to the following address:

Prof. Dr. José Vicente Caixeta Filho – Diretor  
Escola Superior de Agricultura "Luiz de Queiroz"/USP  
Av. Pádua Dias, 11 CP: 09  
13418-900 Piracicaba, SP - Brazil

Sincerely yours,

  
José Vicente Caixeta Filho  
"Luiz de Queiroz" College of Agriculture – ESALQ/USP  
Dean