



**Letter of Intent
FOR EDUCATIONAL COOPERATION
BETWEEN
CALIFORNIA STATE UNIVERSITY FRESNO
AND
AMERICAN UNIVERSITY OF ARMENIA**

1. Parties

The parties to this LETTER OF INTENT are

- California State University Fresno, of the USA, hereafter referred to as "FRESNO STATE."
- American University of Armenia, a legal entity established under the laws of Armenia, hereafter referred to as "AUA."

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 and students.
 - Exchanges of materials in education and research, publications and academic information.
 - Facilitation of 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 Memoranda 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 in the USA under this LETTER OF INTENT shall be construed and take effect in accordance with the domestic laws of the State of California, and those commenced in Armenia, in accordance with the laws of Armenia. Any legal action or proceedings arising out of or in connection with activities commenced in the USA under this LETTER OF INTENT shall be resolved in the jurisdiction of the courts of the California, and those in Armenia shall be resolved in the courts of Armenia.

6.2. This LETTER OF INTENT is in duplicate, and both parties shall hold an original copies.

Signed for and on behalf of:

California State University, Fresno

American University of Armenia



President Dr. Joseph I Castro



President Armen Der Kiureghian

Date: 1 / 08 / 2016

Date: 1 / 8 / 2016

SCHEDULE
To the Memorandum of Understanding
between
California State University, Fresno
and
American University of Armenia

Item 1: Address for notices

California State University Fresno

Joint Manager: Dr. Paul Hofmann
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American University of Armenia

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