

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
ON BEHALF OF ITS
UC AGRICULTURE AND NATURAL RESOURCES
AND ITS
UC SANTA CRUZ CAMPUS
AND THE
GROWER-SHIPPER ASSOCIATION OF CENTRAL CALIFORNIA

This Memorandum of Understanding (hereinafter referred to as “MOU”) is entered into as of the latest date of execution set forth below (hereinafter referred to as the “Effective Date”) by and between The Regents of the University of California (hereinafter referred to as “UC”), on behalf of its UC Agriculture and Natural Resources (hereinafter referred to as “UCANR”) and its UC Santa Cruz campus (hereinafter referred to as “UCSC”), and the Grower-Shipper Association of Central California, Inc. (hereinafter referred to as “GSA”).

I. RECITALS

WHEREAS, UCANR connects the power of UC research in agriculture, natural resources, economic development, community resiliency, nutrition, and youth development with local communities throughout California to improve the lives of all Californians; and

WHEREAS, UCANR achieves its land grant mission through the work of several hundred UC Cooperative Extension (“UCCE”) and Agricultural Experiment Station (“AES”) academics conducting research and extension on eight UC campuses, nine Research and Extension Centers (“RECs”) and serving all 58 counties from 70+ locations throughout the state; and

WHEREAS, the UC Santa Cruz campus is the ninth campus in the University of California system, is an Hispanic Serving Institution-designated university since 2012, the birthplace of organic farming, home to some of California’s most productive agricultural areas, is focused on the integrative study of the entire food system, encompassing ecological, economic and social dimensions, and serves as a major base of innovative research in California’s Central Coast; and

WHEREAS, UCANR and UCSC have previously entered into that certain Memorandum of Understanding dated December 10, 2024, concerning the placement of UCANR UC Cooperative Extension Specialists at UCSC (the “Campus Specialist MOU”), which this MOU also addresses; and

WHEREAS, GSA is a trade association made up of agricultural producers primarily based in Monterey, Santa Cruz, Santa Clara and San Benito Counties, with member operations also located in Riverside and Imperial Counties, as well as Arizona and throughout the U.S., and is focused on numerous aspects of the agricultural industry including research regarding food safety relating to leafy greens and other agricultural commodities; and

WHEREAS, UCANR, UCSC, and GSA wish to collaborate to assist each other in their shared goals of developing an applied research program centered in the Salinas Valley focused on applied research, extension, and education for food safety, contributing to a safe, sustainable and more resilient agricultural

production system on the Central Coast, and throughout California; and

WHEREAS, UCANR, UCSC, and GSA jointly acknowledge that such a collaboration, which will entail cooperatively carrying out programs, projects and activities of scientific and applied research and education, will greatly benefit the residents of the Salinas Valley Region and the State of California.

NOW THEREFORE, the parties agree as follows:

II. PROGRAM PROVISIONS

- A. The objective of this MOU is to explore increasing applied research, outreach, and education-based relations between UCANR, UCSC, and GSA, and delineate areas where the parties can work toward the goal of a collaborative applied research and extension-based outreach program relating to food safety issues (the “Program”).
- B. Specific activities to be undertaken by the parties under this MOU to develop the Program include the following:
 1. UCANR shall provide salary, benefits and standard support for a UC Cooperative Extension specialist (“Specialist”) position per specifications in applicable agreements. This Specialist will be responsible for developing and executing an applied, extension-based food safety research program (“Research Program”) to be located at the U.S. Department of Agriculture, Agricultural Research Service’s Salinas Research Complex in Salinas (“Facility”). UCANR shall pursue a separate agreement with the U.S. Department of Agriculture, Agricultural Research Service (“USDA-ARS”) for the use of the Facility.
 2. Recruitment
 - a. In consultation with UCSC, GSA, and USDA-ARS UCANR will open a recruitment for the UC Cooperative Extension Specialist position. The position’s focus area will be Produce Safety Systems, and the position will hold a zero percent courtesy appointment as Assistant Specialist in Cooperative Extension at the UCSC Department of Microbiology and Environmental Toxicology, in the Division of Physical and Biological Sciences.
 - b. Recruitment for and selection of the Specialist position will be facilitated by UCANR with the active participation of GSA, USDA-ARS, and UCSC.
 3. Appointment and Assignment

The Specialist will be appointed by UCANR, assigned to the Facility, and retain a zero percent Specialist appointment at UCSC in the Department of Microbiology and Environmental Toxicology, in the Division of Physical and Biological Sciences.
 4. Job Duties

The position vacancy announcement for the Specialist position will be issued by UCANR at the time of recruitment and will include information necessary to develop an appropriate job description. Additionally, these job duties will be described in the

subsequent appointment letter to be issued by UCANR to the successful candidate. The Specialist will be expected to develop a position description within the first six months of employment and submit to UCANR academic human resources for review and approval.

The Specialist will develop a research and outreach programs appropriate for clientele needs. Further, they will:

- a. interact with GSA to conduct a needs assessment and continually inform direction of research and outreach programs;
- b. Develop an advisory committee to include membership from GSA, UCSC, UC ANR and other entities as appropriate to inform updated needs assessment and review program focus;
- c. interact with USDA Salinas professionals thereby creating synergies that will advance the programmatic gains of both the Facility and of UCANR;
- d. interact with UCSC professionals thereby creating synergies that will advance the programmatic gains of both UCSC and of UCANR; and
- e. interact with UCSC undergraduate and graduate students, deliver occasional lectures, and perform similar academic functions (such as serving on and/or co-chairing graduate committees, and co-advising graduate students) if desired and as scheduling permits. Although, the determination of who can serve on a graduate committee lies with graduate programs, with consultation with the Graduate Division, the relevant dean will encourage equity among senate faculty and UCCE Specialists related to graduate studies. In accordance with UC Academic Personnel Manual 334, *Specialist in Cooperative Extension Series*, however, the teaching of regular undergraduate or graduate courses will not be a responsibility of the position.

5. Academic Personnel Management

- a. The Specialist position will be a UCANR employee and therefore will report academically to the UCANR Associate Vice President (or designee). Accordingly, the UCANR Associate Vice President will be responsible for conducting the merit and promotion process as it may apply to the position. The Specialist merit and promotion review will go through the UCANR Academic Peer Review Committee process.
- b. In the event of a vacancy of the Specialist position, the position reverts to UCANR and a new position may be requested through the UCANR call for academic position process. If supported, UCANR will facilitate recruitment for any replacement, with the joint participation of UC Santa Cruz, using the process described above.
- c. The Specialist will receive a UCSC zero percent UCCE Specialist appointment in the Department of Microbiology and Environmental Toxicology, in the Division of Physical and Biological Sciences.

6. Resource Management

a. UCANR will provide:

1. One (1) full-time academic appointee (UCCE Specialist) assigned to UCANR's Cooperative Extension Program.
2. Funds to support costs associated with the recruitment, hiring and orientation of the Specialist position, including but not limited to appropriate advertising and moving reimbursement.
3. Funds to support the "start-up" costs associated with the Specialist's appointment.
4. Funds to support the Specialist's salary costs, including but not limited to periodic salary increases as may be appropriate, sick leave, vacation and other employee benefits.
5. Funds to support the Specialist's research and public service programs, with an annual allocation made directly to the Specialist.

b. UCSC will provide access to all UC Santa Cruz scholarly resources commensurate with those provided to UC Santa Cruz-employed academics. It is not anticipated that the UCSC business services will be utilized by the Specialist for purchasing, etc.

c. GSA will provide funding to UCANR for space at the Facility to support the establishment of a microbiological research lab facility for use by the Specialist and associated UCANR personnel, not to exceed thirty thousand dollars (\$30,000) annually during the Term of this MOU as set forth in Section III.E below. Said funds may be used by UCANR to cover the costs of office/lab space at the Facility, greenhouse space at the Facility, and waste management and other expenses.

7. The Program shall aim to compete for grants for funding and shall prioritize grant applications and research projects that are focused on food safety challenges affecting the vegetable and berry industries primary based in California's Salinas, San Juan, and Pajaro Valleys, secondarily including (but not limited to) the Santa Maria and Imperial Valleys, and associated challenges throughout California.

8. The Program shall receive regular input from industry representatives through GSA or its designated representatives for purposes of dialogue and input to ensure mutual understanding of the research needs and priorities.

C. Each party will take appropriate steps to publicize the areas of cooperation between the parties under this MOU, as appropriate.

III. ADMINISTRATIVE AND GENERAL PROVISIONS

- A. Each party to this MOU shall perform its responsibilities and activities described herein as an independent contractor and not as an officer, agent, employee, or volunteer of the other party hereto. Each party shall be solely responsible for the acts and omissions of its officers, agents, and employees. Nothing herein shall be considered as creating a legal partnership or joint venture between the parties.
- B. UC shall defend, indemnify and hold GSA, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this MOU, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of UC, its officers, agents or employees.

GSA shall defend, indemnify and hold UC, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this MOU, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of GSA, its officers, agents or employees.

- C. Both parties agree to provide and maintain, at their own expense, a program of insurance, or self-insurance, covering the activities and operations of their respective officers, agents and employees for the term of this MOU. Insurance shall include, but is not limited to, comprehensive general liability, professional liability, and personal injury. The various policies of insurance shall have a minimum coverage of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Upon request, the parties will provide each other evidence of such coverage naming the other party as an additional insured including an additional insured endorsement issued by the insurance issuer or program of self-insurance.
- D. The ownership of any intellectual property developed by the Specialist under this MOU shall be as set forth in the Campus Specialist MOU between UCANR and UCSC.
- E. This MOU shall remain in effect for a period of seven (7) years from the Effective Date, unless terminated earlier in accordance with Section III.F below, or superseded by a subsequent cooperative agreement. At the end of this period, this MOU may be renewed for an additional seven (7) year period with express written consent from GSA, including GSA's approval of any continued financial obligations.
- F. This MOU may be modified or amended with the written approval of the parties, provided that the party proposing a modification or amendment submits the same in writing to the other party at least thirty (30) days in advance to allow for consideration of said proposal. This MOU may be terminated by written consent of the parties, if they concur that the objectives of the MOU cannot be met.
- G. Any notice required or permitted to be given under this MOU shall be in writing and shall be conclusively delivered to the other parties at the following respective addresses:

For UC Agriculture and Natural Resources (UCANR):

Darren Haver, Interim Associate Vice President
University of California Agriculture and Natural Resources
1111 Franklin St., 11th Floor
Oakland, CA 94607
(714) 598-8001
Email: dlhaver@ucanr.edu

For UC Santa Cruz (UCSC):

John MacMillan, Vice Chancellor of Research
Chancellor's Office
UC Santa Cruz
1156 High Street
Santa Cruz, CA 95064
Phone: (831) 459-3014
Email: jomacmil@ucsc.edu

For Grower-Shipper Association of Central California (GSA):

Christopher Valadez
President/CEO
512 Pajaro Street
Salinas, CA 93901
(831) 422-8844
Email: chris@growershipper.com

- H. The parties hereby agree to comply with each obligation contained in this MOU and all those which might be in effect on the date of termination of the MOU.
- I. The parties to this MOU agree to jointly review and approve any external informational releases, including text, layout, photographs, etc., which describe the activities or programming to be performed under this MOU or subsequent project-specific agreements.
- J. The parties agree, in accordance with UC policies, as well as applicable State and Federal laws, to prohibit discrimination against or harassment of any person in any of its programs or activities on the basis of race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, age, disability, income derived from a public assistance program, or reprisal or retaliation for prior civil rights activity.
- K. This MOU is governed by and shall be interpreted in accordance with the laws of the State of California.
- L. The rights and duties of the parties to this MOU may not be assigned or delegated.
- M. The invalidity or unenforceability of any provisions of this MOU shall not affect the validity or enforceability of any other provision of this MOU, which shall remain in full force and effect.
- N. This MOU may be executed by electronic signature(s) and transmitted either by facsimile or in a portable document format (".PDF") version by email and such electronic signature(s) shall be

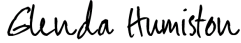
deemed as original for purposes of this MOU and shall have the same force and effect as a manually executed original. Further, this MOU may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument. The exchange of copies of this MOU by electronic mail in portable document format or by other similar electronic means shall constitute effective execution and delivery of this MOU and shall have the same effect as copies executed and delivered with original signatures.

- O. This MOU constitute(s) the entire agreement between the parties with respect to its subject matter and constitutes and supersedes all prior agreements, representations, and understandings of the parties, written or oral.

(Signatures on following page)

IV. SIGNATURES

IN WITNESS WHEREOF, the parties have executed this MOU on the latest date of execution set forth below:

DocuSigned by:

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 Glenda Humiston, Vice President
 UC Agriculture and Natural Resources

2/17/2026

 Date

DocuSigned by:

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 Cynthia Larive, Chancellor
 UC Santa Cruz

2/25/2026

 Date

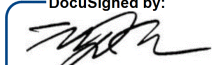
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 Paul Koch, Interim Campus Provost
 and Executive Vice Chancellor
 UC Santa Cruz

2/25/2026


 Date

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 Ed Reiskin, Associate Vice President,
 Vice Chancellor for Finance,
 Business Operations and Administration,
 and Chief Financial Officer
 UC Santa Cruz

2/22/2026


 Date

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 John MacMillan, Vice Chancellor for Research
 UC Santa Cruz

2/21/2026

 Date

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 Bryan Gaensler, Dean
 Physical and Biological Sciences Division
 UC Santa Cruz

2/21/2026

 Date

Signed by:

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 Christopher Valadez, President/CEO
 Grower-Shipper Association of Central California

2/17/2026

 Date