

(Uruguay)

AGREEMENT OF COOPERATION BETWEEN
THE MINISTRY OF LIVESTOCK, AGRICULTURE AND FISHERIES OF URUGUAY,
THE UNIVERSITY OF THE REPUBLIC OF URUGUAY
AND
THE UNIVERSITY OF CALIFORNIA-DAVIS, USA
THE UNIVERSITY OF CALIFORNIA – DIVISION OF AGRICULTURE AND
NATURAL RESOURCES, USA

In Davis, California on this 18th day of April 2001, Chancellor Larry N. Vanderhoef, representing the University of California-Davis (later UC-Davis), One Shields Avenue, Davis, CA 95616-8683, USA, Vice President W. R. Gomes representing the University of California – División of Agriculture and Natural Resources, 1111 Franklin Street, Oakland, CA 94607-5200, and Gonzalo González, Minister of Livestock, Agriculture and Fisheries (later MGAP), Constituyente 1476, Montevideo, Uruguay, and Rafael Guarga, Chancellor of the University of the Republic (later U. de la R.), Av. 18 de Julio 1824, Montevideo, Uruguay, hereby agree that:

1) Background

1.1 The Ministry of Livestock, Agriculture and Fisheries (MGAP)

The MGAP is the Uruguayan government institution responsible for planning and implementing rural development policies within the context of national development policies. Its responsibility is to foster farm production and productivity for the rural sector as a whole, including its agro-industrial and fisheries sub-sectors, and to increase their competitiveness. Given this context, and in order to achieve its general objectives, the MGAP has created sector and sub-sector programs that reflect specific policies.

Additionally, the MGAP aims to promote and expand Uruguayan agricultural and fisheries product insertions into foreign markets, both regional and overseas, based on sustainability management practices for its natural resources.

Among others, specific objectives for the MGAP are:

- (a) keep statistical information updated on the evolution of the different economic actors that belong to the primary sector, including the subsequent industrial processing of agricultural raw materials.
- (b) promote lines of actions towards optimizing the inter-relationship of the MGAP with respect to other national, regional and international organizations of interest for the agricultural, agro-industrial, fisheries and natural resource sectors.
- (c) coordinate the MGAP's main activities with other national and international cooperation organizations, and make arrangements to obtain the necessary resources to implement its policies to attend multiple demands from society.
- (d) promote the transfer and dissemination of agricultural, agro-industrial and fisheries technologies to their respective sectors, as well as doing the same with respect to sustainable renewable natural resources.
- (e) conserve renewable natural resources including fisheries, by encouraging conservational practices in favor of biological diversity, and integrating them within sectorial and intersectorial plans, programs and policies.
- (f) control animal and vegetal health status, and superior hygienic and sanitary conditions for agricultural products.
- (g) control marketing conditions, composition and utilization of agricultural inputs.
- (h) promote that the agricultural chain processes involved stay consistent in terms of requirements that are demanded by final consumers, and further assuring quality, sanitary and hygienic foods.
- (i) expand the competitiveness and marketing performances of the agricultural, agro-industrial and fisheries sectors, optimizing their insertions within the MERCOSUR area, and other international markets.
- (j) promote the developing and the quality condition of intensive animal and vegetable activities per unit of land, including citrus production.

1.2 The University of the Republic (U. de la R.)

The U. de la R. is the only public University in Uruguay. It was created by the Larrañaga's law of 1833, that is, barely three years after Uruguay gained independence. That law imposed some minimal conditions to the process of starting educational activities at the third level in the country. By

1949 the U. de la R. had two Faculties under operations: the Faculties of Law and the Faculty of Theology. As time passed the U. de la R. attained all areas of knowledge. Thus, at the present time it covers 15 Faculties and eight Schools.

The U. of the R. sees by entering and signing this agreement that two Faculties have the highest opportunities for cooperation: the Faculty of Agronomy and the Faculty of Veterinary Medicine, both based in Montevideo, together with their six experimental stations spread throughout the country. However, whenever necessary, the staff and students of Faculties of Sciences, Chemistry, Engineering, Medicine and Social Sciences can also be easily incorporated to strengthening common projects and goals.

In accordance with the U. de la R's Organic Law of 1958 (art. 2), its responsibilities are to teach and carry out research in all major fields of knowledge, that is, promoting and developing scientific and technological research and artistic activities, contributing to the study of problems of general interest, and looking for their public comprehension.

The main government entity of the U. de la R. is the Central Executive Council (Consejo Directivo Central), presided by the Chancellor and integrated by the Deans of every Faculty, together with three representatives of the staff, students and former graduates for each Faculty.

1.3 The University of California-Davis (UCDavis)

The UC-Davis is one of the nine campuses of the University of California, an institution created by the State of California in 1868 to impart higher education and to plan and carry out research programs for the purpose of the preservation and extension of knowledge, including the awarding of advanced degrees at the M.A., Ph.D., and professional level. The University of California was created in 1868, which established it with appropriate judicial and financial support at the State level, and recognized as a Land Grant Institution of the United States under the Morrill Act of 1862. Its chief campus officer is the Chancellor.

In order to accomplish its mission, the UCDavis is organized into the College of Agricultural and Environmental Sciences, the College of Engineering, the College of Letters and Science, the Division of Biological Sciences, the Graduate School of Management, the School of Law, the School of Medicine, the School of Veterinary Medicine, and Graduate Studies.

1.3 The University of California-Division of Agriculture and Natural Resources (DANR)

The Division of Agriculture and Natural Resources (DANR) is a statewide network of University of California researchers and educators dedicated to the creation, development and application of knowledge in agricultural, natural and human resources. DANR programs are delivered through three principal organizational units: the Agricultural Experiment Station (AES), Cooperative Extension (CE) and the Natural Reserve System (NRS). AES comprises 650 academic staff with professorial appointments in one of over 50 departments in the four colleges and schools affiliated with DANR at the Berkeley, Davis and Riverside campuses. CE Specialists, also located on the three campuses, conduct research and development directed at transforming basic scientific knowledge into new practices and technologies needed by the Division's constituencies. CE Advisors are headquartered in more than 50 county offices throughout California. They identify current and emerging problems facing the Division's clientele, collaborate with CE Specialists and AES Scientists on research to develop, adapt and field test solutions, and promote the use of pertinent research-based findings and practices. The NRS is a living laboratory that serves both AES and CE, as well as other University and non-University organizations. It consists of 33 parcels of land representative of a variety of California habitats and ecosystems. The reserves are maintained in their natural state for observation and study in research and teaching programs.

II) ALL PARTIES DECLARE:

- (a) That the Institutions are united by common interest and objectives in academic, scientific and cultural affairs;

- (b) That these Institutions are the ones which, by reason of their essence, ends and objectives are called upon to establish channels of communication that will facilitate intellectual interaction;
- (c) That for the reasons above, the institutions believe it advantageous to promote their academic ties by entering into an academic, scientific and cultural agreement of cooperation;
- (d) That, because of mutual benefits to the Institutions in the advancement of graduate research and education through the scholarly educational, scientific, technological and cultural contributions of each, it is appropriate and advantageous to the Institutions to enter into this Agreement of Cooperation.

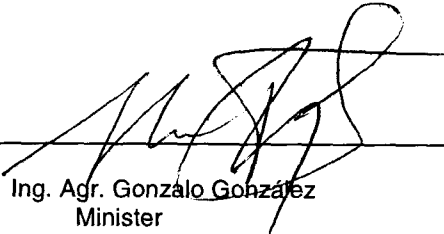
III) CLAUSES

- 1) The objective of the present Agreement is to increase the academic, scientific and cultural relations between the MGAP, the U. de la R., UCDavis and DANR in identified areas where there is mutual interest in establishing specific working Agreements of Cooperation.
- 2) Under this general Agreement, cooperative work may be undertaken by subunits of the Institutions. A working agreement between the respective subunits may be executed as an amendment to this general Agreement, and will include:
 - designation of the participating institutional subunits (e.g., Colleges, Schools, Divisions, Departments and Programs):
 - designation of one or more persons in each institution who will serve as program leader(s) for the agreement; and
 - general description of the kinds of cooperative work and activities to be undertaken.
- 3) For each working agreement, the program leaders will be responsible for developing an annual program plan, including a description of the work and activities to be undertaken and the financial arrangements to support them. The annual program plan will require approval by the chief administrative officer of each Institution, or the officer's designated representative.
- 4) The financial stipulations that will apply to the exchange of academic personnel are as follows:
 - when the researcher or teacher goes to the other Institution at the host Institution's request, the host Institution will be responsible for the international travel costs and living expenses in accordance with its internal regulations. In all other circumstances, the Institution of origin will be responsible for the international travel costs and living expenses incurred. Other financial arrangements relating to such matters as health insurance and tuition will be addressed in specific working agreements.
- 5) Access to emergency medical care for researchers, teachers and graduate students will be based on the health care programs available at the host Institution. The cost of medical/health services will be the responsibility of the visiting researchers, teachers and graduate students.
- 6) Each Institution will take steps to:
 - publicize the opportunities available under this Agreement of Cooperation and promote the development of cooperation:

- assist its subunits, faculty, staff and students with the administrative details of interchange; and,
 - establish a review process for approval and evaluation of programs.
- 1) The Institutions, under the auspices of this Agreement, may jointly sponsor conferences, short courses, regular courses, seminars and symposia, as well as exchange publications and other didactic and research materials.
 - 2) The present Agreement is for three (3) years from the date it is signed by all parties, and it or any of its parts may be modified or terminated by written consent of both parties who will comply with the obligations which might be in effect on the date of termination.
 - 3) Regularly employed personnel, while involved in this Agreement of Cooperation, remain subject to the rules and regulations of their own Institution in all matters of employment, benefits, medical and life insurance, employee rights, etc.
 - 4) The general Agreement does not, in and of itself, obligate the MGAP, the U. de la R., UC-Davis or DANR to any financial expenditures not explicit in the above. Such obligations, if any, will be made as part of the specific working Agreements and annual program plans which may be developed under this Agreement. Both parties hereby agree to comply with each and every obligation contained in this document and all those which might be in effect on the date of termination of the Agreement.


Having read the present Agreement and being fully aware of the content and scope of each and every one of this clauses, the parties hereby affix their signatures to the present document.

THE MINISTRY OF LIVESTOCK, AGRICULTURE AND FISHERIES OF URUGUAY

By  _____
Ing. Agr. Gonzalo González
Minister

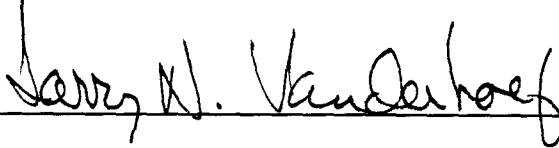
Date: _____

THE CHANCELLOR OF THE UNIVERSITY OF THE REPUBLIC OF URUGUAY


By  _____
Ing. Agr. Rafael Guarga
Chancellor

Date: _____

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By  _____
Larry N. Vanderhoef
Chancellor, University of California, Davis Campus

Date: 18 Apr 01

By  _____
W. R. Gomes
Vice President, Agriculture & Natural Resources, University of California

Date: 18 April 2001