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UC Davis Agreement No. INC1844600

UC DAVIS AFFILIATION AGREEMENT (UC Davis hosting non-UC Davis students)

THIS UC DAVIS AFFILIATION AGREEMENT (“Agreement”) is made and entered into by and between the Regents of the University of California, a corporation described in California Constitution Art. IX, Sec. 9, on behalf of its Davis Campus College of Agricultural and Environmental Sciences (“UNIVERSITY”), and, Universidad Nacional Agraria La Molina (“AFFILIATE”).

RECITALS

WHEREAS, AFFILIATE operates an academic program to undergraduate and/or graduate students in the field of Nutrition (“Program”), and such Programs require practical experience in work place environments; and

WHEREAS, UNIVERSITY is able and willing to furnish such practical experience to AFFILIATE’S students (“Students”); and

WHEREAS, UNIVERSITY has determined that provision of such experience to AFFILIATE’S Students furthers UNIVERSITY’s mission of teaching, research, and public service;

NOW, THEREFORE, the parties agree as follows:

1. UNIVERSITY PERFORMANCE

UNIVERSITY will:

- A. Designate a staff member to coordinate Students’ schedules and activities at UNIVERSITY, and to act as liaison with AFFILIATE.
- B. Provide practical experience and observational opportunities at UNIVERSITY to Students as described in **Exhibit A**, attached hereto and incorporated herein (the “Training Experience”). The selection of activities for the Training Experience will be made only by UNIVERSITY. UNIVERSITY shall provide appropriate personnel to supervise Students while they are at UNIVERSITY.
- C. Provide classroom, conference space, and lockers at UNIVERSITY to the extent such space is available and necessary to achieve adequate training of Students, and permit Students and AFFILIATE personnel to use the library and cafeteria facilities at their own expense. Students and AFFILIATE personnel shall provide their own transportation.
- D. Not decrease the normal complement of its staff as a result of the assignment of Students.
- E. Limit the number of Students, have final selection rights, and provide periodic evaluations and progress reports on each Student to AFFILIATE.
- F. Provide identification badges to Students and AFFILIATE personnel to the extent necessary for the Training Experience. Students and AFFILIATE personnel must pay for lost badges.
- H. Provide information about UNIVERSITY’s policies, procedures, and work rules to each Student and AFFILIATE personnel, including if necessary, training on UNIVERSITY’s security, privacy and access protocols.



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- I. Reserve the right to determine where, when and if a Student may participate in the provision of services to UNIVERSITY. UNIVERSITY shall retain ultimate control and authority for the care of its during the Training Experience.

2. AFFILIATE PERFORMANCE

AFFILIATE will:

- A. Designate a staff member to coordinate Students' schedules and activities and act as liaison with UNIVERSITY ("AFFILIATE liaison").
- B. AFFILIATE liaison shall coordinate all Students' schedules through the following office:



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CA&ES Global Engagement Office

- C. Provide to UNIVERSITY the names of Students and AFFILIATE personnel proposed for assignment to UNIVERSITY sufficiently in advance of the start of this Training Experience to allow for scheduling of Students. AFFILIATE shall assign only properly prepared, qualified and insured Students and AFFILIATE personnel to UNIVERSITY. Students' schedules shall be arranged as mutually satisfactory by AFFILIATE and UNIVERSITY.
- D. Provide certification that each Student and any AFFILIATE personnel who come to UNIVERSITY in performance of this Agreement comply with any UNIVERSITY requirements regarding health and immunization status, background clearances, and any other licensure or certification requirements, and provide proof of satisfactory completion of these requirements to UNIVERSITY upon request.
- E. Require its Students and AFFILIATE personnel to conform to the dress policy of the UNIVERSITY department to which they are assigned.
- F. Use all reasonable efforts to cause Trainees and AFFILIATE personnel to comply with UNIVERSITY's policies, procedures, and work rules, all federal, state and local laws, as well as guidelines from the Centers for Disease Control and Prevention, state, county and other local state public health officials in effect during the Training Program, and secure Trainees' agreement to abide by all such rules and regulations. AFFILIATE agrees to cooperate with University to remove any Trainees who fail to comply with UNIVERSITY's policies, procedures, work rules, or federal, state, or local law or regulation or public health guidelines.
- G. Inform each Student and AFFILIATE personnel of each provision of this Agreement, and make its best efforts to ensure that each Student and AFFILIATE personnel understands and complies with each provision of this Agreement.



- H. Inform each Student and AFFILIATE personnel that they are participating in the Training Experience as part of the Student's academic Program, and that Student and AFFILIATE personnel shall not at any time replace, or perform the duties of, an employee of the UNIVERSITY or be deemed to be an employee of the UNIVERSITY for any purpose.

- I. Be responsible for administering all academic evaluations and assigning grades in connection with the Training Experience.
- J. Promptly report to UNIVERSITY any and all concerns of potentially unlawful discrimination or retaliation that AFFILIATE receives from Students or others as a result of participation in the



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Training Experience, and cooperate fully with any actions UNIVERSITY deems necessary to take in response to such concerns.

3. JOINT UNIVERSITY AND AFFILIATE RESPONSIBILITIES

- A. Both UNIVERSITY and AFFILIATE agree not to discriminate in against any person in the performance of this Agreement because of race, color, creed, religion, sex, gender, national origin, sexual orientation, veteran's status, marital status, age, disability, medical condition (cancer-related) as defined in section 12926 of the California Government Code, ancestry, citizenship status with regard to public assistance or inclusion in any group or class against which discrimination is prohibited by federal, state, local laws and regulations or UNIVERSITY policy. The parties will engage in the interactive process with any Student(s) with a potential disability who requests accommodation. Further, the parties will comply with all local, state, and federal disability laws and regulations, and UNIVERSITY policy (including but not limited to, UNIVERSITY policy on Discrimination and Harassment, PPSM 81, and reasonable accommodation).
- B. Acceptance into practical/clinical experience programs offered by UNIVERSITY does not denote any promise of future employment.
- C. Each Student participating under the terms of this Agreement shall be enrolled in the Program at AFFILIATE for academic credit.
- D. Students and AFFILIATE personnel will be subject to the policies, rules, and regulations of UNIVERSITY while on duty at UNIVERSITY.
- E. UNIVERSITY and AFFILIATE each reserve the right to refuse to accept or to terminate assignment of any Student or AFFILIATE personnel participating under the terms of this Agreement for any cause. A statement of reasons for refusal or termination will be provided to the affected institution.
- F. UNIVERSITY shall hold each Student and AFFILIATE personnel responsible for reimbursing UNIVERSITY for all emergent and nonemergent medical and surgical services provided to that Student or AFFILIATE personnel. Students and AFFILIATE personnel are in no way required to seek medical or surgical care from UNIVERSITY, including care for injuries or illnesses resulting from activities within the terms of this Agreement.
- G. UNIVERSITY and AFFILIATE agree to comply with the applicable requirements of state of California and federal privacy laws, including the Family and Educational Rights and Privacy Act ("FERPA") and its implementing regulations. The parties acknowledge that student educational records are protected by FERPA and that student permission generally must be obtained before releasing specific student data to anyone other than the student's school. Each party agrees to cooperate with the other party regarding compliance with FERPA with respect to records pertaining to Students. Each party certifies that access to such records is necessary for the performance by each party under this Agreement, and agrees that each party shall be subject to, and shall comply with, the same conditions and restrictions on the use and re-disclosure of such records pursuant to applicable law.



4. FINANCIAL OBLIGATIONS

Budget is estimated as follows:

- A. UNIVERSITY shall provide in-kind contribution of \$84,000 as appears in the Exhibit A. It will include staff, lab facilities and or others as UNIVERSITY considers appropriate.



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- B. AFFILIATE shall give UNIVERSITY \$103,000. This is for bench fees associated to training and scientific visits of staff and doctoral students from AFFILIATE to research facilities at UNIVERSITY and overhead of UNIVERSITY.

5. INSURANCE

Each party, at its own cost and expense, shall insure its activities in connection with this Agreement and obtain, keep in force, and maintain insurance or a program of self-insurance. Upon request, each party shall provide to the other a Certificate of Insurance or Self-Insurance evidencing compliance.

6. INDEMNIFICATION

- A. AFFILIATE shall defend, indemnify and hold UNIVERSITY, 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 AFFILIATE'S performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injuries or damages are caused by or result from the negligent acts or omissions of AFFILIATE, its officers, agents, Students and employees.
- B. UNIVERSITY shall defend, indemnify and hold AFFILIATE, its officers, employees, agents or Students 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 Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injuries or damages are caused by or result from the negligent or intentional acts or omissions of University, its officers, agents or employees.

7. STUDENT STATUS



- A. UNIVERSITY is responsible only for the actions of its respective officers, agents and employees. AFFILIATE is responsible only for the actions of its respective officers, agents, Students and employees.
- B. Students and AFFILIATE personnel assigned to UNIVERSITY for training, instructing or observing pursuant to this Agreement shall be considered neither employees nor students of UNIVERSITY. Students are not entitled to any compensation or benefits from UNIVERSITY, including, without limitation, for services, employee welfare and pension benefits, or worker's compensation benefits.
- C. UNIVERSITY does not assume any liability as a result of damages or injuries that arise from Students or AFFILIATE personnel traveling to or from UNIVERSITY.

8. PERIOD OF AGREEMENT

The term of this Agreement shall commence as of the date last signed by the parties below (the "Effective Date"), and shall continue through December 31, 2027 unless earlier terminated pursuant to Section No.9 below, and may be extended by mutual written agreement of the Parties.

9. TERMINATION

Either party may terminate this Agreement without cause at any time by giving sixty (60) days advance written notice of termination to the other party. Either party may terminate this Agreement for breach by



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giving thirty (30) days written notice to the other party. Such termination shall not affect the Students then enrolled in the clinical program and they shall be allowed to complete their rotation notwithstanding such termination.

10. NOTICES

Any legal notices required or authorized by this Agreement shall be in writing and sent by certified mail, return receipt requested, addressed as follows:

To UNIVERSITY	To AFFILIATE
<p>Legal Notices To: UC Davis Contact Name: Victoria Chege One Shields Avenue Davis, CA 95616 vmchege@ucdavis.edu</p> <p>Program Notices/Questions To: Chelo Abrenilla CAES Global Engagement One Shields Avenue Davis, CA 95616 Phone: (530) 754-0275 Email: rvabrenilla@ucdavis.edu</p>	<p>Legal Notices To: Universidad Nacional Agraria La Molina Contact Name: Héctor Enrique Gonzáles Mora, Ph.D. Address: Av. La Molina s/n, La Molina Lima, Peru P.O. box: 12-056, Lima, 12-Peru Email: rectorado@lamolina.edu.pe</p> <p>Program Notices/Questions To: Carlos Gómez Bravo, Ph.D. Address: Av. La Molina s/n La Molina Lima, Peru Phone: +51972034849 Email: cagomez@lamolina.edu.pe</p>

11. AMENDMENTS OR ADDENDA

Additions to this original Agreement may be made by properly executed written amendments or addenda only.

12. ASSIGNMENT

No party to this Agreement may assign the Agreement, assign rights under the Agreement, or delegate duties under the Agreement without the prior written consent of the other party hereto. Except as specifically provided in this Agreement, any attempted assignment or delegation of a party's rights, claims, privileges, duties or obligations hereunder shall be null and void.

13. ENTIRE AGREEMENT

This Agreement, together with Exhibit A, contains all the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement and supersedes any prior agreements, oral or written, and all other communications between the parties relating to such subject matter.

(Signature page to follow)



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UC Davis Agreement No. INC1844600

By their signatures below, the parties agree to be bound by the terms of this Agreement:

UNIVERSIDAD NACIONAL AGRARIA LA
MOLINA

APPROVED BY:



REPÚBLICA
DEL PERÚ
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By: _____

Name: **Héctor Enrique Gonzáles Mora, Ph. D.**

Title: Interim Rector

Date: _____

THE REGENTS OF THE UNIVERSITY OF
CALIFORNIA ON BEHALF OF ITS DAVIS
CAMPUS

DocuSigned by:

Steven Kobayashi

By: _____

Business & Revenue Contracts Supervisor,
UC Davis

Date 10/16/2025



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EXHIBIT A

University California Davis (UC Davis) commitments:

1. Six (06) UC Davis professors will contribute to doctoral students' theses in their respective areas of expertise.
2. Facilitate access to laboratory infrastructure, as needed, as part of the doctoral thesis development of the program's doctoral students.
3. Fourteen (14) students from the doctoral program will receive academic and research internships for a period of two (02) weeks at UC Davis.
4. A representative of UC Davis will be a member of the Board of Directors of the inter-institutional doctoral program.
5. UC Davis will provide relevant documents to evidence its non-monetary contribution.



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