

600-2016-0338



UNIVERSIDAD DE JAÉN



FRAMEWORK AGREEMENT OF COOPERATION BETWEEN THE UNIVERSITY OF JAÉN (UNIVERSIDAD DE JAÉN) AND THE UNIVERSITY OF CALIFORNIA, DAVIS, OLIVE CENTER, (UC DAVIS OLIVE CENTER) FOR THE PROMOTION OF A NETWORK OF COLLABORATORS IN OLIVE-TREE GROWING, OLIVE OILS, AND TABLE OLIVES

Entered into in Jaén, Spain, on the 7th of April, 2016

By and between

Mr. Juan Gómez Ortega, President of the University of Jaén (Decree 122/2015, April 7th – B.O.J.A. n° 67, April 9th), with Fiscal Identification Code (C.I.F.) Q7350006H and registered domicile in Jaén, Campus Las Lagunillas s/n (Building “Rectorado”), for and on behalf of same, and

Mr. Dan Flynn, Executive Director, UC Davis Olive Center, and registered domicile in - UC Davis, for and on behalf of the UC Davis Olive Center

The parties mutually acknowledge each other's capacity to act and enter into agreements.

WHEREAS

1. The parties are aware of the value of strengthening their mutual relations in a context of cooperation by combining their efforts to improve their service to society, participate in joint training programs, increase the quality of their research and promote the transference of knowledge between universities, other institutions and the industry.
2. The University of Jaén is a public law institution and, as such, is committed to providing higher education as a public service by means of research, teaching, study and the dissemination of knowledge and culture through university extension policies and lifelong learning programs. One of its leading and strategic working lines is strongly linked with the field of Olive-Tree Growing and Olive Oils production, concerning a number of fields of knowledge, including: Food Industry, Biology, Social Sciences, Economic and Legal Sciences, Health Sciences and Technologies, Engineering, Environmental and Natural Resources, Information and Communications Technologies and Production Technologies.



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3. The UC Davis Olive Center is within a public law institution with the mission of delivering research, education and outreach. The UC Davis Olive Center is an innovative collaboration of faculty in Food Science and Technology, Plant Sciences, Chemistry, Sensory Science, Agricultural Engineering, Biomedical Engineering, Economics, Nutrition, Environmental Sciences, Animal Science, and Entomology that has been effective in delivering research and education to olive growers and processors.

4. Both parties wish to enter into a cooperation agreement for the purpose of promoting the creation of a network of institutions willing to collaborate in the exchange of knowledge and know-how related to research, education, and technological development on olive-tree growing, olive oils, and table olives.

5. Both parties possess the personnel, material resources and services required for this purpose.

Wherefore, in order establish the conditions governing this cooperation, both institutions enter into this framework agreement of cooperation and agree as follows:

CLAUSES

1. Purpose of the agreement

The purpose of this framework agreement is to formalize the nature of a cooperation program between the University of Jaén, through its Centre for Advanced Studies in Olive-Tree Growing and Olive Oils, and the UC Davis Olive Center aimed at the creation an international network of collaborators.

2. Supervising commission

The people responsible for coordinating, supervising and enhancing the project at each university shall be:

- University of Jaén: President, Director of the Centre for Advanced Studies in Olive-Tree Growing and Olive Oils, or any persons whom they may appoint.
- University of California, Davis: Executive Director, UC Davis Olive Center, or any persons whom they may appoint.

The Commission shall convene at least once a year.

3. Projects and funding

Any research projects or activities that may arise from this network of collaborators shall be executed through specific agreements to be entered into by the University of Jaén and the collaborating entity.



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All the research and joint activities shall be funded by the research projects of any of the collaborating entities, without prejudice of any external financial contribution that may be obtained for such purposes.

4. Term of the agreement

This present agreement shall come into force on the day both parties have signed it and it shall be for a term of three years, renewable upon consent of both parties.

5. Modification of the agreement

This present cooperation agreement may be modified by the parties at any time if they agree to do so.

6. Termination of the agreement

a. Either party shall have the right to be relieved of its obligation to participate by sending written notice of such to the other party at least five months before the day on which it proposes to terminate its participation.

b. In any event, the parties pledge to complete any activities still in progress at the time the written notice of termination is served to the other parties.

c. If one party fails to comply with any of the obligations entered into in this agreement, the other party shall be entitled to terminate the agreement.

7. Commitments

The parties commit themselves to implementing this cooperation as specified by their competences and the activities included in this agreement.

In witness whereof, this present Agreement is executed in two counterparts, each of which shall be deemed an original, at the place and on the date indicated above.

**ON BEHALF OF THE UNIVERSITY
JAÉN
THE PRESIDENT**



Signed: Juan Gómez Ortega

**ON BEHALF OF THE UC DAVIS
OLIVE CENTER
THE EXECUTIVE DIRECTOR**

Signed: Dan Flynn