

**MEMORANDUM OF
UNDERSTANDING**
regarding the
**University of California,
Agriculture and Natural Resources
COOPERATIVE EXTENSION SPECIALISTS**
based at the
**University of California,
Berkeley Campus**

Original May 1, 2017; Updated July 21, 2025



WITNESSETH:

WHEREAS, the University of California (UC) is one of the finest educational and research institutions in the world, dedicated to teaching for California and researching for the world, and;

WHEREAS, the University of California is part of the nation's Land-Grant University System as established by the Morrill Act of 1862, and;

WHEREAS, the University of California Agriculture and Natural Resources (UC ANR) is a statewide network of researchers and educators dedicated to the creation, development and application of knowledge in agricultural, natural and human resources, and;

WHEREAS, UC Berkeley (UCB) serves as a major base of advanced research in its region, and;

WHEREAS, UC ANR and UCB seek to maintain and enhance connections that fully engage the University with the people of California, and;

WHEREAS, UC ANR and UCB strive to strengthen the research network by achieving innovation in fundamental and applied research and education, and;

WHEREAS, UC ANR and UCB are dedicated to solving issues and challenges critical to the growth, health and overall well-being of the region, state, nation and world, and;

WHEREAS, UC ANR and UCB have a long-standing collaboration to enhance the University's effectiveness, and;

WHEREAS, UC ANR and UCB agree that the locating of certain UC ANR academics (selected UC Cooperative Extension Specialists) at the UCB campus is intended to be an effective way for the University to achieve its goals and maximize its benefit to Californians, and;

WHEREAS, UC ANR and UCB agree that their partnership strengthens their programmatic impact while also achieving administrative efficiencies that reduce UC Cooperative Extension costs;

NOW THEREFORE, in consideration of the terms and conditions contained herein, UC ANR and UCB (collectively, "the Parties") do hereby agree to cooperate in placing UC ANR UC Cooperative Extension Specialists ("UCCE Specialists" or "Specialists"), as more specifically defined in Section One, Part III below, at the UCB campus as follows.

Memorandum Section One: Introduction

I. STATEMENT OF PURPOSE

- A. The purpose of this Memorandum of Understanding (MOU) is to memorialize the terms of the relationship between UC ANR and UCB (the "Parties") during the term of this MOU, and to reflect the positive, collaborative spirit of the mutual public service and research/extension goals of UC ANR and UCB. This MOU is to articulate, to the benefit of the Parties, the supportive and effective environment in which UCCE Specialists can

thrive and fulfill the land-grant mission of UC ANR and UCB. This MOU is also to ensure effective and efficient use of UC resources and to build on existing strengths, expertise and capacity of UC ANR and UCB. Finally, this MOU will confirm the administrative terms and conditions by which certain UCCE Specialists will be located on or affiliated with the UCB campus, for the benefit of the research network and for the maximization of the Parties' programmatic impact going forward while regarding and respecting academic freedom of the UCCE Specialists.

- B. This MOU is a modification of the 2017 agreement and will be in effect commencing with the date stated on page 1 of this MOU ("Effective Date") and will continue in effect unless and until terminated by either Party upon six months' written notice to the other Party. Accordingly, this MOU will not apply to activities prior to the effective date of this MOU or otherwise have a retroactive effect.

II. BACKGROUND

- A. UC is part of the nation's Land-Grant University System established by the Morrill Act of 1862. As such, UC's federally-mandated mission of agricultural research, extension and public service is fulfilled by UC ANR.
- B. UC ANR is a statewide entity comprised, organizationally, of the Agricultural Experiment Station (AES), Cooperative Extension (UCCE), the Research and Extension Centers, two Institutes and several Statewide Programs. The UC ANR Vice President is appointed by The UC Regents and has responsibility for and plenary authority over UC ANR. Additionally, the UC ANR Vice President is the AES and UCCE Director.
- C. The UC Agricultural Experiment Station (AES) is distributed among five UC campuses, consisting wholly or partly of specific campus academic units: Rausser College of Natural Resources, UC Berkeley; College of Agricultural and Environmental Sciences and School of Veterinary Medicine, UC Davis; College of Natural and Agricultural Sciences, UC Riverside; College of Engineering, UC Merced; and College of Social Sciences, UC Santa Cruz. Academic and administrative leadership of these units resides with respective Deans, reporting to campus leadership and the Vice President of the AES.
- D. As authorized in an August 4, 1988, letter by then-UC ANR Vice President Kenneth Farrell, a cadre of UCCE Specialists were assigned to the Berkeley (College of Natural Resources (CNR)), Davis (College of Agricultural and Environmental Sciences (CAES)) and School of Veterinary Medicine (SVM)), and Riverside (College of Natural and Agricultural Sciences (CNAS)) campuses. Farrell further re-delegated the oversight of these CE Specialists to the Deans of the three Colleges and the School to which they were assigned respectively. Delegation of UCCE Specialists to the campuses is intended to be an effective way to strengthen the research extension network, and the translation of research into practical applications, thereby achieving innovation in fundamental and applied research and education.
- E. The programmatic and academic success of campus-based UCCE Specialists is underpinned, in part, by the implementation of efficient, clear and accountable academic review procedures and administrative practices. Accordingly, this MOU will set forth the

key elements of the administrative management of the UCCE Specialists assigned to UCB.

III. THE COOPERATIVE EXTENSION PROGRAM AND ITS SPECIALISTS

- A. Established by the federal Smith-Lever Act of 1914, UCCE is the educational and outreach arm of UC, implemented by UC ANR. The UC ANR Vice President has authority over and is responsible for the operation of UCCE. Accordingly, final determination of the programmatic priorities and the UCCE Specialists' posts of duty is the responsibility of the UC ANR Vice President.
- B. UCCE Specialists are governed by Section 334 of the UC Academic Personnel Manual (APM), *Specialist in Cooperative Extension Series*. In the context of this MOU, the terms "UCCE Specialists" or "Specialists" refer to academics whose appointments are with UCB with full or split appointments in the following academic title codes:
 1. Assistant Specialist in Cooperative Extension, Title Code 3475
 2. Associate Specialist in Cooperative Extension, Title Code 3477
 3. Specialist in Cooperative Extension, Title Code 3479
- C. In the context of this MOU, the terms "UCCE Specialists" or "Specialist" refer to those UC ANR academic appointees who have been assigned to the UCB campus by the UC ANR Vice President and domiciled there in support of the research network.
 1. At UCB, UCCE Specialists are fully integrated into their home departments with the goal that they receive the rights, privileges and responsibilities of faculty, to the extent possible and as compatible with their positions. Specialists may hold a split appointment in a series that grants membership in the UCB Academic Senate (<https://academic-senate.berkeley.edu>), or in a series that does not grant Senate membership (e.g., Adjunct Professor).
 2. As of January, 2024, Specialists are appointed to each of the four departments¹ in the Rauser College of Natural Resources, the Department of Architecture in the College of Environmental Design, and the School of Public Health.
 3. At UCB, UCCE Specialists may use the working title of (*Assistant/Associate*) *Professor of Cooperative Extension*. This working title does not change the requirements or responsibilities of the UCCE Specialist. This working title alone does not change Academic Senate status of UCCE Specialist portion of appointment or inclusion under APM 220.

¹ RCNR has four departments (Agricultural and Resource Economics; Environmental Science, Policy, and Management; Nutritional Sciences and Toxicology; Plant and Microbial Biology) and an augmented graduate group (Energy and Resources Group, ERG). At this time, UCCE Specialists are appointed exclusively in the departments, and not in ERG. The term 'department' is used throughout this document, recognizing that should a UCCE Specialist be appointed in ERG in the future, this agreement would apply as well.

- D. UCCE Specialists develop and conduct a research and educational program aimed at appropriate clientele groups off campus. (Clientele is broadly defined as any constituency that makes use of disciplinary information from the UCCE Specialist's expertise).
1. UCCE Specialists will have a program of primarily mission-oriented applied research or creative work that supports the efforts in extending knowledge, including outreach and community engagement. "Mission-oriented research" describes the complete research network that extends from basic research to applications of research results. This research is generally applied in nature and has, as a goal, the solution of a problem facing society that is related to the mission of the UCCE Specialist's discipline and the UCCE mission. UCCE Specialists will publish the results of applied research. The publication outlets will be appropriate for reaching the segments of society facing the problem dealt with, as well as other professionals. Output in a combination of research publication types, whether peer-reviewed or not, is expected, based on the relevant audiences served by the UCCE Specialist's program (APM 334, *Specialist in Cooperative Extension Series*). Much of this work is conducted in partnership with UC ANR's locally-based UCCE Advisors (UC ANR academic appointees). The UCCE Specialist – Advisor and UCB faculty partnership creates an applied research network that benefits both the University and the public at large.
 2. The extension program extends knowledge and information of use to those groups, improving their abilities to understand and address problems and opportunities facing them. The educational program serves the University's public service mission (defined as extending knowledge from the University's research base). Educational program activities include, but are not limited to, collaborations with UCCE Advisors, other UCCE Specialists, AES faculty, program teams, workgroups, teaching faculty, graduate and undergraduate students, or clientele groups; developing and presenting educational materials; communicating to clientele through broadcast, print, or electronic media; participating in meetings with clientele; developing and presenting in-service training courses; organizing or participating in workshops, field tours, or symposia; contributing guest lectures; and taking action to ensure appropriate stakeholder input into the planning of research and educational programs by AES and UCCE. Much of this work is also conducted in partnership with UC ANR's locally based UCCE Advisors and UCB faculty.
 3. University service for UCCE Specialists shall include participation in UC ANR workgroup, program team or other programmatic activities appropriate for rank and step. UCCE Specialists will not be an instructor of record, a lead advisor for an undergraduate major or an undergraduate academic advisor absent an Instruction and Research (I&R) split appointment with assigned teaching responsibilities. UCB will request concurrence from UC ANR Associate Vice President (UC ANR AVP) for a UCCE Specialist to serve as Vice Chair or Chair of an academic department.

IV. AGRICULTURAL EXPERIMENT STATION AND PROFESSORIAL APPOINTMENTS (a.k.a. "SPLIT" APPOINTMENTS)

- A. With advance approval of the UC ANR Vice President and appropriate UCB Dean, a UCCE Specialist may be assigned a “split” appointment. A split appointment shall not be established without the specific written approval of both the UC ANR Vice President and the UCB Chancellor, with recommendation from the appropriate Dean.
- B. In instances of split appointments, the subject academic will receive partial appointment as a UCCE Specialist, and partial appointment in the Agronomist (AES) and/or Professor Series titles, as further detailed in UC’s APM.
 1. AES Appointment (APM 320, Agronomist Series)

The Agronomist title is used for AES appointments. The Agronomist series has criteria for advancement that include research and creative work, professional competence and activity, and University and public service. The Agronomist title does not include teaching. AES faculty collaborate with UCCE Specialists and Advisors and other UCB and UC faculty in addition to many national and international collaborators and stakeholders on research projects. Appointments in the Agronomist Series do not confer Academic Senate membership.
 2. Professor Appointment (APM 220, Professor Series)

Professor appointees have Instruction and Research responsibilities (also called “IR” appointments). Unlike the AES appointments, appointments to the Professor Series include teaching in the criteria for advancement in addition to research and creative work, professional competence and activity, and University and public service. Appointments in the Professor Series confer Academic Senate membership.
- C. If such a split appointment is established, the UC ANR Vice President and the appropriate Dean will clearly designate the percentage of effort to be devoted to each role (e.g., 75% UCCE Specialist and 25% AES Agronomist, etc.), and specify fiscal year (UCCE Specialist) vs. academic year (AES Agronomist or I&R) basis of the appointment(s). Academics assigned to such split appointments will contribute effort to each role commensurate with the assigned percentage.
- D. Applicable funding restrictions for split appointments will be adhered to as further described in Section Two below.
- E. The Parties agree to the current assignment of any UCCE Specialist appointments (specifically including any split appointments) predating the 2017 MOU. Review of these prior appointments is required only if a change in terms is contemplated, and/or if the appointment is vacated. In such event, the Parties will proceed as described in this MOU.

Memorandum Section Two: Academic Personnel Administration

I. THE ROLE OF THE UC ANR PROGRAM COUNCIL

- A. The UC ANR Program Council is comprised of a variety of stakeholders, specifically including Berkeley, Davis, Merced, Riverside, and Santa Cruz campus Executive

Associate Deans or designated Associate Dean in consultation with the UC ANR Vice President. The UC ANR Program Council advises the UC ANR Vice President on UC ANR-wide planning and delivery of programs, and develops recommendations for the allocation of UC ANR resources.

- B. UC ANR uses a “Call for UCCE Positions” process to solicit proposals for positions. In the course of that process the Program Council reviews and evaluates current programmatic needs, and recommends to the UC ANR Vice President the release of specific UC ANR CE Specialist and Advisor positions, including the intended department and location of those positions. New and replacement (existing positions that have been vacated for any reason) academic appointee positions are evaluated by the Program Council, which then forwards a recommendation to the UC ANR Vice President. As part of the input to Program Council from stakeholders, workgroups, etc., UCB will be provided the opportunity to rank/prioritize those positions proposed for campus departments. ANR will provide feedback as part of the approval process on the rationale for any decisions that did not align with UCB rankings.
- C. Upon receipt of the UC ANR Program Council’s recommendation, the UC ANR Vice President will approve selected positions to be released for recruitment. Should the UC ANR Vice President deem it necessary, the UC ANR Vice President may make recruitment decisions independent of the Program Council’s recommendation.

II. UCCE SPECIALIST RECRUITMENT AND HIRE

- A. After the UC ANR Vice President has determined the positions to be released for recruitment, the UCB hiring unit will prepare a draft Recruitment Plan for review by the UC ANR Vice President or designee. The draft Recruitment Plan will identify the proposed campus department and location, job description, search committee composition and recruitment budget.
 - 1. UCB will forward the draft Recruitment Plan to the UC ANR Vice President, or designee, for consultation and concurrence.
 - 2. UCB will include at least one UCCE Advisor and one UCCE Specialist on each approved search committee for UCCE Specialists, as approved by UC ANR.
 - 3. Should any revisions be made to the recruitment plan, UCB will consult with UC ANR for discussion and concurrence.
 - 4. UC ANR and UCB share a commitment to academic excellence that values diversity in academic positions as a reflection of the diverse people of California that we serve. As such, the UCCE Specialist recruitment process will adhere to UCB’s local procedures for increasing faculty diversity.
 - 5. At the time a new UCCE Specialist position is released to be located at UCB, UC ANR will identify and communicate the recruitment budget.

- B. In accordance with its local procedures, UCB will review the academic job applications and identify suitable candidates. UCB will forward the suitable candidates' curriculum vitae (CV), as well as proposed interview dates and locations to the UC ANR Vice President, or designee, for consultation and approval.
- C. Upon receipt of UC ANR's concurrence of the selected candidates, UCB will proceed with interviews in accordance with local procedures.
- D. Upon completion of the interview process, UCB will identify a recommended candidate. UCB will forward the recommended candidate's CV, as well as the proposed salary, relocation amounts, and start-up package, and indication of UC ANR and UCB responsibilities, to the UC ANR Vice President, or designee, for final consultation and concurrence.
- E. The UC ANR Vice President, or designee, and the appropriate UCB Dean, or designee, will communicate (in writing or in person, as necessary) and concur on any proposed compensation, prior to extending a verbal offer, including but not limited to base-salary, off-scale, relocation, start-up package, and/or access to the Mortgage Origination Program.
- F. Upon receipt of UC ANR's approval of the recommended candidate, salary, relocation amount and the UC ANR portion of the start-up package, UCB will extend an offer and finalize the UCCE Specialist hire in accordance with local procedures. UC ANR will be a signatory on all offer letters, documenting the full offer made, and commits to timely review and approval of offer letters. UC ANR shall be officially copied on all offer letters, documenting the full offer made.
 - 1. UCB will appoint CE Specialists to a definite 11-month, career-track position, and will assign them to the campus department and location identified in the approved Recruitment Plan as described in Section Two, Item II.D. above.
 - 2. Upon the candidate's acceptance of the offer and prior to onboarding, UCB will provide a copy of all accepted offer letters to the UC ANR Vice President, or designee, UC ANR Academic Human Resources unit and the UC ANR Resources Planning and Management unit.
 - 3. UCB will submit for reimbursement agreed-upon costs for recruitment and relocation within one (1) year of the position start date. These should be submitted to the UC ANR Resource Planning and Management unit. UC Berkeley agrees to fund any UCCE Specialist recruitment and relocation costs for which UC Berkeley has not billed UC ANR within one (1) year of the position start date unless there are approved extenuating circumstances pre-approved by the UC ANR Vice President or designee.
- G. With the delegation and approval of the UC ANR Vice President, the UCCE Specialist positions will report for academic personnel purposes to the appropriate UCB authority as designated by the appropriate UCB Dean. UCCE Specialists will focus on UCCE responsibilities, which specifically exclude serving as an instructor of record. Notwithstanding this provision, the UC ANR Vice President reserves the right to retain (or delegate to another UC ANR designee) academic personnel authority over vacant

UCCE Specialist positions. Changes in affiliation for filled positions will only be made with a mutual agreement signed by both Parties.

- H. In the event that the UCCE Specialist is supported by a staff research associate (SRA), graduate student postdoctoral scholar, and/or or other staff positions, those positions (SRA, grad student and postdoc) will be filled in accordance with UCB's local procedures.
- I. The UC ANR Vice President, or designee, will provide the opportunity for case-by-case discussion with the appropriate UCB Dean regarding start-up, space assignments, recruitment, and relocation expenses, and equity adjustments.

III. ACADEMIC MERIT AND PROMOTION

UCB seeks to support UCCE Specialists similarly with campus faculty, to the extent possible and consistent with their respective responsibilities. This commitment underscores the shared vision of UCB and UC ANR to foster a conducive environment for research, education, and extension activities carried out by UCCE Specialists.

UCB will conduct the academic merit and promotion process for the UCCE Specialists in accordance with APM 334 and with UCB's local procedures. In most circumstances, successful performance, over multiple term reviews, or at Associate UCCE Specialist rank, will result in indefinite term status within UC ANR at the Associate and Specialist levels. UC ANR has a vital interest in the activities of the UCCE Specialist to ensure programmatic Alignment across the state of California.

- A. On an annual basis, UCB will provide the UC ANR AVP and UC ANR Academic Human Resources unit with the names of the UCCE Specialists eligible for merit and promotion in the preceding program year, indicating which of them received merit and promotion, and the associated salary action.
- B. UCB will provide the UC ANR AVP with the names of UCCE Specialists eligible for merit and promotion in the coming fiscal year with as much advanced notice as possible. In order to evaluate the collaborative effort across UC ANR, UCB will provide the UC ANR AVP the dossier for those UCCE Specialists who participated in the merit and promotion process in the preceding program year.
- C. Evaluation of individuals with split appointments will be conducted with the appropriate weight given to the various responsibilities in proportion to the percent assignment to the UCCE Specialist, AES and/or Professor titles (APM Sections 334, 320 and 220).

- D. An action beyond a normative step advancement, or a career equity review, will be shared with UC ANR AVP to enable consultation in evaluating dossiers of UCCE specialists across the system. UCB agrees to take the advice and comments of UC ANR into serious consideration. UC ANR agrees to provide advice and comments to UCB within a reasonable time. The Parties agree that UCB has the final determination on the action.
- E. All such increases or adjustments shall be communicated to UC ANR Academic Human Resources and Resource Planning and Management.

IV. ACADEMIC GRIEVANCES

In accordance with its local procedures, UCB will manage and resolve any academic grievance, including but not limited to research misconduct, submitted by or against a UCB campus-based UCCE Specialist. When an allegation is substantiated and an investigation is initiated, UCB will notify UC ANR; UCB will consult with UC ANR for management and resolution if disciplinary action is warranted.

V. ACADEMIC RETENTION

There are occurrences in which academic retention leads to proposed compensation action to retain UCCE Specialists. This can occur on an individual level through an academic retention offer or more broadly through programs, including but not limited to equity and minimum off-scale. UCB will provide reasonable advance notice and relevant information regarding all recommended academic retention offers and programs, such as equity or minimum off-scale adjustments, to the UC ANR Vice President, or designee, for evaluation, consultation, concurrence, and approval. Subsequent to the UC ANR's approval, UCB will email or otherwise provide the approved retention offer or programs to the UC ANR Vice President, or designee, for documentation by the UC ANR Academic Human Resources unit. UCB will then implement the approved academic retention offers in accordance with UCB's local procedures.

VI. PROFESSIONAL TRAVEL, SABBATICAL LEAVE AND OTHER ACADEMIC STUDY PRIVILEGES

UCB will approve and manage all UCCE Specialists' requests for academic privileges in accordance with local procedures. Such privileges would include but would not be limited to professional travel, sabbatical leave, outside consulting and other academic activities. UCB will email or otherwise provide a written copy of approved sabbatical leave or outside consulting with the UC ANR Vice President, or designee, and a copy to the UC ANR Academic Human Resources.

VII. CHANGES TO ACADEMIC APPOINTMENT

- A. Proposed changes in the appointment of existing UCCE Specialists will be made only after consultation and concurrence with the UC ANR Vice President and the appropriate UCB Dean. Such changes will not be implemented without the expressed approval of the UC ANR Vice President and the UCB Chancellor with recommendation from the appropriate

UCB Dean. Such changes include, but are not limited to, the establishment of split appointments, requests for unpaid leaves of absence, changes to previously-approved/existing split appointments and changes in assigned location.

- B. In accordance with federal restrictions, UC ANR CE funds will not be used to support UCB teaching programs. Accordingly, in the event that the UC ANR Vice President, or designee, should approve a split appointment, UC ANR CE funding will be reduced proportionately, as appropriate. In this context, “funding” will mean the UCCE Specialist’s full-time equivalent (FTE) salary, benefits and ongoing annual support.
- C. To the extent that the UC ANR Vice President, or designee, approves split appointments, the non-CE portions of multiple academics may not be combined to create a new or replacement UCB campus-based UCCE Specialist position.
- D. UCB will provide written documentation of the approved change to the UCCE Specialist appointment to the UC ANR Vice President, or designee, with a copy to UC ANR Academic Human Resources and UC ANR Resource Planning and Management.

VIII. ACADEMIC POSITION VACANCIES

- A. In the event that a UCB campus-based UCCE Specialist position is vacated (for reasons including but not limited to retirement, voluntary or involuntary separation, and death) the position will be closed. All associated UC ANR funding, as well as the position itself, will revert to UC ANR within sixty (60) days of the separation date, or the end of the fiscal year, whichever comes first. In this context, “funding” will mean the UCCE Specialist’s full-time equivalent (FTE) salary, benefits and ongoing annual support as described in Section Three below.
 - 1. UCB will email or otherwise provide in writing to the Vice President, or designee, and the UC ANR Academic Human Resources unit with an itemization of all UCCE Specialist position vacancies.
- B. A new or replacement UCB campus-based UCCE Specialist position may be requested in accordance with the recruitment process described in Section Two above. Exceptions will be considered on a case-by-case basis in consultation between UCB and UC ANR, and must be mutually approved.

IX. FUTURE ALTERATION

UC ANR is strongly committed to its collaboration with UCB and to the location of selected UCCE Specialists at the Berkeley campus. However, UC ANR reserves the right to make alterations to the program and/or funding, should substantive funding and/or programmatic issues arise, and with appropriate consultation with UCB leadership and mutual written agreement.

Memorandum Section Three: Resource Management

As described below, UC ANR and UCB are committed to providing the resources necessary to support the UCB campus-based UCCE Specialists.

I. UC ANR WILL PROVIDE THE FOLLOWING

- A. One-time funding to support UCB's actual cost of the recruitment and hire of the UCCE Specialists, up to the amount approved by the UC ANR Vice President, or designee, with a planning figure communicated prior to the recruitment.
- B. Access to the systemwide UC Mortgage Origination Program, conditional on necessary approvals and availability of funding.
- C. A reasonable share of startup costs for newly hired UCCE Specialists, to allow them to establish their research and extension program.
- D. . Ongoing funding to support UCCE Specialist salary costs, including but not limited to employee benefits and periodic salary increases, up to the amount approved by the UC ANR Vice President, or designee, in any approved Recruitment Plan.
 1. In the event that salary increases and/or other employee benefits are contemplated for UCCE Specialists with split appointments, the appropriate UCB and UC ANR officers will consult and concur as to how such cost increases will be allocated to the Parties with the base assumption that this matches the Regents'/President's salary plan.
 2. For an academic appointee with a partial UCCE Specialist appointment, UC ANR will provide the salary and employee benefits in proportion to the UCCE Specialist appointment.
- E. . Ongoing funding to support the programmatic and administrative costs associated with the UCCE programs conducted by the Specialists.
 1. On the effective date of this Memorandum, UC ANR is providing ongoing funding to support the campus-based UCCE Specialists at an annual rate of \$43,000 (forty-three thousand dollars) per full-time equivalent (1.0 FTE UC ANR UCCE Specialist). This rate is subject to change with the UC ANR Vice President's approval and in consultation with the UCB Dean involved, in response to changing costs, programmatic needs, available funding, or annual salary changes approved by UC Office of the President and based on the annual salary program changes approved by UC President.
 - a. UC ANR anticipates that no less than twenty percent (20%) of the ongoing funding support is allocated directly to the UCCE Specialist for their expenditure on travel, professional development, research or outreach needs.

2. Academics with partial UCCE Specialist appointments will be provided with ongoing funding proportional to their CE appointments.

II. UCB WILL PROVIDE THE FOLLOWING

- A. Management of the academic recruitment process and ongoing oversight of the UCB campus-based UC ANR CE Specialists as described in Section Two above.
- B. Fully-functional and fully-serviced office space, lab space and access to shared equipment, etc., commensurate with that provided to equivalent UCB faculty.
- C. The balance of start-up costs to support initial establishment of the UCCE research and extension program.
- D. Opportunity to mentor UCB graduate and undergraduate students, and engage them in Cooperative Extension programs, and access to administrative support personnel commensurate with that provided to equivalent UCB faculty positions.
- E. Access to all UCB scholarly resources commensurate with those provided to equivalent UCB faculty positions.
- F. UCB administrative and infrastructure support services (purchasing, payroll, reimbursements, information technology, accounting, human resources, contracts and grants pre- and post-award management as appropriate, mandatory training assignments and compliance monitoring, etc.) commensurate with that provided to equivalent UCB faculty positions.

III. FISCAL MATTERS

Campus-based UCCE Specialists are expected to generate various revenue sources in support of and as a result of their research and extension activities. For the Partnership between the Parties to reflect the positive, collaborative spirit of these research/extension goals, this revenue, indirect costs, and salary cost recovery should be efficiently accounted for and distributed to each Party, following standard University accounting practices and policies. In accordance with both the email from Chief of Staff Grossman dated May 9, 2016, included in Attachment A of this MOU, which is hereby incorporated by reference, and the *UC ANR Task Force Report* "Decision Memo" signed by President Napolitano on May 5, 2016, included as Attachment B of this MOU, which is hereby incorporated by reference¹⁰, 2016, fiscal matters will be managed equitably as follows.

- A. Extramural Contracts and Grants
 1. Proposals: For collaborations between a UCB campus-based UCCE Specialist and a UC ANR academic, staff, or investigator, when developing proposals for extramural funding, the Principal Investigator and Co-Principal Investigators will give serious

consideration to the location of activities and facilities when determining the budget allocation to each location, including indirect costs.

2. **Awards:** For extramural awards arising from collaboration between a UCB campus-based UCCE Specialist and a UC ANR academic, staff, or investigator, the appropriate amount of direct and indirect award funding will be fairly allocated according to effort and activity as reflected in the proposal budget or revised budget that is approved by the sponsor (when required). Allocation of funding to UC ANR shall be through the Multi-Campus Award (MCA) process. The Principal Investigator and Co-Principal Investigators will give serious consideration to the location of support activities, facilities, and other indirect costs when determining the allocation of award funds through the MCA process. Through the MCA process, sponsored award funding allocated to the UC ANR investigator is transferred to the UC ANR personnel and Indirect Cost Recovery (ICR) funding is attributed to UC ANR.
3. **Indirect Cost Recovery (ICR):** Indirect costs will be collected and allocated at the location where grant funds are expended, in accordance with the location's standard procedures.
4. **Cooperative Extension Specialists** may avail themselves of the Faculty Salary Research Exchange Program (FSRP), while such program remains in effect. UCB will provide necessary approvals for Specialists utilizing the program. This program allows faculty to allocate up to 30% of their Cooperative Extension Specialist FTE to contracts and grants consistent with FSRP, using salary savings to create a fund to support their program. Salary charges must comply with sponsor guidelines and fit within the investigator's project effort. There is no release from Extension responsibilities or service duties. Benefits are charged to a sponsored project/award but this portion is not transferred to the salary savings fund. The fund created to support their program is subject to UC ANR carryforward policy.

B. Intellectual Property

1. In general. Treatment of intellectual property (IP) covered by this MOU will be governed by U.S. IP laws and UC IP policies, guidelines and practices, including without limitation the University of California Patent Policy, and successor policies, as they may be updated from time to time (<http://policy.ucop.edu/doc/2500493/PatentPolicy>). UC, including UC ANR and UCB, manages its intellectual property assets in a manner to ensure rapid commercialization and make their benefits widely available to the public. To that end, the following processes will be followed in instances where inventors or creators of licensable intellectual property include one or more campus-based UCCE Specialists ("UCCE-Affiliated IP"). For clarity, UCCE-Affiliated IP can include inventions, plant varieties, data, tangible research property, know-how, copyrights, or other types of assets, UC's rights in which are capable of being licensed to a third party.
2. Identification and disclosure of UCCE-Affiliated IP and Selection of Lead Party.

Each party will take diligent steps to identify UCCE-Affiliated IP when it is disclosed to its authorized licensing office or its equivalent. Within thirty (30) days of a party's authorized licensing office accepting an invention disclosure directed to UCCE-Affiliated IP, the receiving party will notify the other party. The notification will include a copy of the invention disclosure along with any supporting documents, funding sources, and manuscripts, if any ("Disclosure"). Within sixty (60) days of such notification, the parties will decide and document in writing which of the parties will serve as "Lead Party" and "Non-Lead Party" for the subject UCCE-Affiliated IP and will establish a Licensing Plan for the UCCE-Affiliated IP. The "Licensing Plan" will be a written plan established jointly by each party's authorized licensing office or their equivalent and will include one or more of the following parameters: 1) countries in which patent applications will be filed absent licensee support; 2) industry sector and value chain position where potential licensing is preferable (e.g. software developer, breeder, nursery, or grower); 3) approximate royalty ranges; and 4) strategies for complying with obligations to sponsors of the research which led to the UCCE-Affiliated IP. The Lead Party will have the obligation to manage and administer the patent prosecution (or other IP protection) and licensing activities for the subject UCCE-Affiliated IP. If a third party has a legal right to assert an ownership interest in a subject UCCE-Affiliated IP, then the parties will discuss in good faith whether or not to waive certain processes of this Section Three, Item III.B. and will document their decision in writing. Notwithstanding the foregoing, either party may file U.S. or foreign patent applications claiming UCCE-Affiliated IP if there is an imminent public disclosure that would put the patentability of the UCCE-Affiliated IP at risk but must provide concurrent notice to the other party of such intent and filing.

3. Patent Prosecution. For each UCCE-Affiliated IP, the designated Lead Party will have the exclusive right and obligation, as between the Parties, to direct domestic and foreign patenting strategy, including the preparation of patent applications. The Lead Party will be responsible for paying all direct patent prosecution costs, including without limitation, patent attorney fees, patent office fees, issuance fees, annuity and maintenance fees. These direct costs will be considered "Expenses" unless paid or reimbursed by a licensee or other third party. These direct expenses are subject to be reviewed by and explanation provided to Non-Lead Party. Direct expenses do not include location costs for implementing the systemwide intellectual property management system. Upon invoicing from the Lead Party, the Non-Lead Party will reimburse Lead Party for a proportion of direct expenses equal to the proportion of Net Revenue that it would receive for licenses to the same UCCE-Affiliated IP as determined under Section Three, Item III.B.4 below.

Lead Party will instruct its outside patent counsel to copy the Non-Lead Party point of contact on all patent correspondence with the United States Patent and Trademark Office or its foreign equivalents pertaining to UCCE-Affiliated IP. Non-Lead Party reserves the right to comment on patent prosecution matters, and, if submitted timely,

Lead Party agrees to reasonably consider Non-Lead Party's comments into its patent prosecution strategy with respect to a UCCE-Affiliated IP.

Lead Party will notify Non-Lead Party of its intent to abandon prosecution or maintenance of any UCCE-Affiliated IP patent or UCCE-Affiliated IP patent application at least thirty (30) days before any final deadline for action required to avoid a loss of rights. Upon receiving such notice, Non-Lead Party may, at its sole discretion and expense take over the filing, prosecution, maintenance, and licensing of the subject UCCE-Affiliated IP.

4. **Licensing.** Lead Party shall have the exclusive right to negotiate, execute, and administer agreements granting rights to, or providing an exercisable option to negotiate the right to, make, use, sell, offer for sale, or import products or services covered by UCCE-Affiliated IP ("License Agreement") to a third party ("Licensee"). Collaborative research agreements including sponsored research agreements are not included in the definition of License Agreements. Licensees will be selected, and License Agreements executed in accordance with UC's Licensing Guidelines and applicable policies. Lead Party will use diligent efforts to adhere to the Licensing Plan and will consult with Non-Lead Party if it intends to deviate significantly from the Licensing Plan. Lead Party will provide Non-Lead Party with an executed copy of any License Agreement within thirty (30) days of execution date, and Non-Lead Party will treat such copy as Confidential Information.
5. **Revenue.** UC Office of the President (UCOP) Innovation Transfer & Entrepreneurship (IT&E) accounting will collect Gross Revenue paid or transferred pursuant to the License Agreement, deduct expenses, and attribute the net revenue using a point-per-inventor methodology as outlined in Attachment C, which is hereby incorporated by reference. "Gross Revenue" means all consideration received from the licensing of a subject UCCE-Affiliated IP, including but not limited to, license issue and maintenance fees, minimum royalties, earned royalties, milestone payments and any other payments arising from the licensing of a UCCE-Affiliated IP. Consideration in a form other than cash, e.g., equity or other property, will be considered part of Gross Revenue upon sale or other disposition and receipt of cash therefrom. Gross Revenue explicitly excludes any reimbursements received from third parties to cover Expenses or any research funding.

"UC Revenue" is Gross Revenue less Expenses, less any other share of revenues owed to other joint owners (if any), less inventor shares due to inventors under UC's Patent Policy.

"Net Revenue" is UC Revenue less the "Administrative Fee" as defined herein.

The Lead Party will be paid the "Administrative Fee" which will be fifteen percent (15%) of UC Revenue.

The parties will share Net Revenue using a point-per-inventor methodology as outlined in Attachment C. For campus-based UCCE Specialists with split appointments, the parties will share the inventor point in proportion to the campus-based UCCE Specialist's appointment split.

6. Reports. By July 31st of each year, UC ANR will provide to UCB's authorized licensing office with a list of each UCB campus-based UCCE Specialist and their respective appointment split. Within sixty (60) days of receipt of such list, each party will provide to the other with a written report, once per year, covering the prior fiscal year period setting forth the status of all patent prosecution, commercial development, royalty income, and licensing activity concerning UCCE-Affiliated IP for which the party was the Lead Party.
7. Confidentiality. Both parties will hold the patent prosecution and licensing information associated with UCCE-Affiliated IP ("Confidential Information") in confidence, and only disclose such Confidential Information to their employees and agents when such employees and agents are bound by a like duty of confidentiality. If a third party inquires of the Non-Lead Party whether a license to certain UCCE-Affiliated IP is available, the Non-Lead Party will forward the inquiry to the Lead Party without responding substantively to the inquiry. If a third party inquires of the Lead Party whether a license to certain UCCE-Affiliated IP is available, the Lead Party may disclose to the third party the existence of a license agreement and the extent of the grant clause therein but will not disclose the name of the licensee unless that information is already public. In the event UC ANR or UCB receives a request under the California Public Records Act relating to a UCCE-Affiliated IP, the parties will disclose the request to one another and the Lead Party will follow its normal procedures for responding thereto.
8. The parties acknowledge that revenue allocation related to intellectual property related is concurrently being negotiated between UC ANR and UC Davis and UC Riverside and this MOU shall be modified to reflect the final agreement between UC ANR and UC Davis and UC Riverside, specifically as to the topic of intellectual property per Section Three, Item III. B. above.

D. Charitable Contributions and Gifts

Charitable contributions, including but not limited to donations (both cash and in-kind), other gifts, endowments, etc., made to UCB campus-based UCCE Specialists going forward will be allocated based on the nature of the cultivation and stewardship of the charitable contribution or gift and appointment of campus-based UCCE Specialist. The charitable contribution or gift will be managed appropriately either by UCB or UC ANR, and accounted for on the alpha chart (chart J). The funds generated will be used for the benefit of the UCB campus-based UCCE Specialist, subject to the terms and conditions of the specific charitable contribution. In the event the UCCE Specialist appointment is terminated or otherwise vacated, the funds so generated will be directed to an extension program in accordance with the donor's intent. If a UCCE Specialist vacates the position, UCB will provide a report on an annual basis on how such funds are being directed to meet the donor's intent.

E. Program-Based and Other Miscellaneous Revenue

Revenue generated by the UCB campus-based UCCE Specialists in the conduct of their CE programs, including but not limited to program fees, publication sales, or any other miscellaneous revenue will be allocated to the UCCE Specialist to support UCCE programs and administrative overhead.

F. Expenses Unrelated to UC ANR Cooperative Extension

UCB agrees to deploy UC ANR CE funds effectively and efficiently to support the campus-based UCCE Specialist's program. UC ANR acknowledges that it is not reasonable or possible for UCB to divide certain administrative costs of the campus-based UCCE Specialists at a detailed level and reciprocity of support is acceptable.

G. Funds Management

To the extent possible, UCB will consistently manage all funds, revenue, expenses and related financial matters associated with the UCCE Specialists using unique identifiers on the campus Alpha location chart (SAU 4), thus separating and delineating UC ANR finances from those of UCB. If a UCCE Specialist vacates the position, UCB will return funds originally provided by UC ANR to support programs of other UCCE Specialists; UCB and UC ANR will confer on the disposition of funds derived from other sources, unless addressed elsewhere in this MOU (e.g., gift funds).

H. Branding

The Parties will reasonably confer regarding marketing communication materials to fairly brand the work of UCCE specialists as it relates to UCB or UC ANR. The Parties agree that when peer reviewed publications have received direct support from UC ANR, UC ANR should be acknowledged in such publications.

IV. ACADEMIC HUMAN RESOURCES AND PAYROLL PROCESSING

A. UCPath and its related processes will be administered by the central service center in Riverside (the "UCPath Center"). With the implementation of UCPath, UC ANR was established as a separate business unit within the UCPath system, and all UCB campus-based UCCE Specialists were included in the UC ANR business unit. This administrative change is not expected to impact the physical location, the programmatic activities, and/or the academic merit and promotion processes of the campus-based UCCE Specialists, all of which will continue to be overseen by UCB as described above.

1. UCB continues to initiate/approve HR/payroll/personnel transactions.
2. UC ANR and UCB will work together to ensure that UCB administrative staff have access to transactions for UCCE Specialists given that within UCPath, UC ANR is a separate business unit (BU) from UCB.

3. UCB will grant UC ANR access to the applicable UCB departments given that within UCPATH, UCB is a separate business unit (BU) from UC ANR.

Memorandum Section Four: General Conditions

I. ADDRESS FOR NOTICES

Notices associated with this MOU shall be delivered as follows.

- A. For UC ANR: Agriculture and Natural Resources Associate Vice President
University of California
1111 Franklin Street, 11th Floor
Oakland, California 94607-5200
- B. For UCB: Rauser College of Natural Resources Dean
University of California, Berkeley
101 Giannini Hall, # 3100
Berkeley, California 94720-3100

School of Public Health Dean
University of California, Berkeley
2121 Berkeley Way West, Room 5302
Berkeley, California 94720-7360

College of Environmental Design Dean
University of California, Berkeley
230 Wurster Hall
Berkeley, California 94720-1820

II. DESIGNATION OF AUTHORITY

The Parties agree that throughout this MOU, references to the UC ANR Vice President and to the UCB Deans shall be construed to include and to apply to their respective designees (if any).

III. INSURANCE, RISK MANAGEMENT AND SAFETY

- A. In general, risk management issues and insurance claims related to the UCCE Specialists located at the UCB campus will be processed and managed by UCB Risk Management Services. This applies to claims for workers' compensation, general liability, automotive liability, employment practices liability, and/or professional liability. In the event that a UCCE Specialist has an auto liability claim related to use of a UCB-owned vehicle, that claim will be managed by UCB Risk Management Services. In the case of property claims, the Party responsible for the property will manage the claim. For example, a property claim related to a UCB facility or equipment will be managed by UCB Risk Management Services, while a property claim related to UC ANR-funded equipment or UC ANR

property will be managed by UC ANR Risk and Safety Services. The UCCE Specialists will comply with all UCB health and safety policies related to their work at UCB.

- B. As needed, the UCB Director of Risk Management Services and the UC ANR Director of Risk and Safety Services will consult on any health and safety or risk management issues related to the UCCE Specialists.

IV. TERM

This MOU shall take effect as of the Effective Date (as that term is defined in Section One, Item I.B), and shall remain in effect indefinitely unless and until terminated by either Party in accordance with Section One, Item I.B. above.

V. MODIFICATION

- A. This MOU may be modified with the written approval of both Parties, provided that the Party proposing a modification or amendment submits the same in writing to the other Party at least one hundred eighty (180) days in advance of the proposed modification date.
- B. This MOU may be modified with fewer than one hundred eighty (180) days advance notice only upon written notice to the other Party and by mutual agreement of both Parties.
- C. UC ANR is strongly committed to its collaboration with UCB and to the location of selected UCCE Specialists at the Berkeley campus. However, UC ANR reserves the right to make alterations to the program and/or funding, should substantive funding and/or programmatic issues arise, with appropriate consultation with UCB leadership and mutual written agreement.

Acknowledged and Agreed

In witness whereof, the Parties have executed this MOU on the day written below.

DocuSigned by:
Glenda Humiston
8/4/2025
80EB400EEE17460...
Vice President Glenda Humiston Date
University of California, Agriculture and
Natural Resources

DocuSigned by:
[Signature]
7/25/2025
15EE215732E4412...
Chancellor Rich Lyons Date
University of California, Berkeley

Reviewed and Recommended:

Signed by:
Brent Hales
7/28/2025
4AA5D6F6BAA54A6...
Associate Vice President Research Date
And Extension, Brent Hales
University of California, Agriculture and Natural Resources

Signed by:
Benjamin Hermalin
7/25/2025
9E928924C7F841F...
Executive Vice Chancellor and Provost Date
Benjamin Hermalin
University of California, Berkeley

Signed by:
Jennifer Bunge
7/28/2025
71A2ABE5005D4B6...
Interim Associate Vice President Finance Date
And Capital Planning, Jennifer Bunge
University of California, Agriculture and Natural Resources

Signed by:
Kelly Sparks
7/25/2025
6AB5338B6329499...
Vice Chancellor for Finance and Chief Date
Financial Officer Kelly Sparks
University of California, Berkeley

DocuSigned by:
David Ackerly
7/25/2025
9B48DF4758A446B...
Dean David Ackerly Date
Rausser College of Natural Resources
University of California, Berkeley

Signed by:
Michael Lu
7/25/2025
C24CECADB5F94AB...
Dean Michael Lu Date
School of Public Health
University of California, Berkeley

Signed by:
Renee Y. Chow
7/25/2025
5CF4F98354D54D2...
Dean Renee Chow Date
College of Environmental Design
University of California, Berkeley

Attachment A: Chief of Staff Grossman's Email:

Jan Corlett

From: Jenne Vargas-Maes on behalf of Seth Grossman
Sent: Monday, May 09, 2016 3:39 PM
To: gillless@berkeley.edu; cchrist@berkeley.edu; rrae@berkeley.edu; hrdillard@ucdavis.edu; mdlairmore@ucdavis.edu; provost@ucdavis.edu; dlawlor@ucdavis.edu; kmratliff@ucdavis.edu; kathryn.uhrich@ucr.edu; paul.danieri@ucr.edu; maria.anguiano@ucr.edu; jcmeza@ucmerced.edu; twpeterson@ucmerced.edu; dfeitelberg2@ucmerced.edu; straina@ucmerced.edu; Glenda Humiston; Tu Tran; wefrost@ucanr.edu; Jan Corlett; Nathan Brostrom; Debora Obley; m.michaels@uci.edu; Zoanne Nelson; Aimee Dorr; Rachael Nava; Eva Goode; Dan Hare; Jim Chalfant
Cc: Patricia Lonergan
Subject: Agriculture and Natural Resources (ANR) – Financial and Business Operations Update

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Colleagues,

The purpose of this email is to share with you President Napolitano's decisions regarding financial and business operations issues raised last year by the Division of Agriculture and Natural Resources (ANR) and the campus locations. These decisions were made with the input of the task force convened by the President and led by CFO Nathan Brostrom, and are summarized as follows:

1. Starting in FY17-18, the UCOP portion of the ANR budget will be calculated using the "UCSF Corridor" model, and the source of funds will continue to be the campus assessment. This model assumes that in years where the University receives increased funding from the State, ANR would receive its "normal share" of the first 2% increase and then one-half of its normal share above 2%. In years in which the University receives budget reductions from the State, ANR would receive a reduction equivalent to its normal share of the first 1% and then 25% of its normal share above 1%. "Normal share" is based on the percentage increase being allocated to the campuses for their base budget adjustment.
2. UC ANR will develop a comprehensive MOU with each of the three AES campuses (Berkeley, Davis and Riverside). An MOU is already in place between ANR and UC Merced.
3. Indirect Cost Recovery (ICR) will remain with the location where the Specialist resides and the support activities take place. In many cases this will be at the campus, although there are situations where the Specialist resides at an ANR facility.
4. The distribution of patent revenues, net of costs, will be negotiated by ANR and each of the campuses as part of the MOU. Negotiations should clarify administrative costs of the patent, and the allocation of patent revenue (net of cost) between the campus and ANR with the expectation that net revenues will be shared equitably.

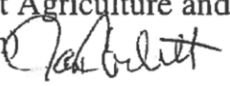
Over the next few months, VP Humiston will lead the effort of creating the MOUs with the expectation that they will be reviewed every three years. The President and CFO Brostrom will review the negotiated MOUs prior to signing.

All the best,
Seth

Attachment B: President Napolitano's "Decision Memo"

DECISION MEMO

To: President Napolitano

From: Glenda Humiston, Vice President Agriculture and Natural Resources
(Jan Corlett for Glenda Humiston) 

Subject: ANR Task Force Report

Date: May 5, 2016

Summary: In the spring of 2015, UC ANR raised several issues with the AES campuses (Berkeley, Davis and Riverside) where CE Specialists are located; and one issue with UCOP. The President formed a Task Force to investigate the issues and provide recommendations for resolution. UC ANR agrees with three of the Task Force recommendations, concerning the development of MOU's with each AES campus, the disposition of ICR, and the application of the "UCSF corridor" model to ANR funding in the campus assessment.

UC ANR does not agree with the Task Force Report recommendation on the disposition of patent revenue, and instead recommends that it be equitably shared between UC ANR and the campus.

Background: ANR received a copy of the Task Force Report on April 13, 2016 (although the report is dated February 29, 2016). A copy of the Report is attached to this memo. Background information is discussed in Task Force report.

Discussion/Analysis:

ANR fully agrees with the Task Force recommendations for issues #1, 2 and 3:

Issue	Task Force Recommendation
1. No written understanding of how CE Specialists are supported on a campus. No written documentation of the support provided by UC ANR and that provided by a campus.	Develop a comprehensive MOU, negotiated between ANR and each campus, based on the principle that both parties benefit and therefore must contribute to (not subsidize) the partnership.

Issue	Task Force Recommendation
2. UC ANR requested that their state funds be taken “off the top” and be moved out of the systemwide assessment.	Apply the “UCSF corridor” model to ANR: <ul style="list-style-type: none"> • In years where UC receives increased funding from the State, ANR would receive its “normal share” of the first 2% increase and then one-half of its normal share above 2%. • In years in which UC receives budget reductions from the State, ANR would receive its normal share of the first 1% of the reduction and then 25% of its normal share above 1%.
3. All ICR generated in whole or in part by CE Specialists based on the campuses is retained by the campus.	ICR remain at the location where the CE Specialist resides and the support activities take place. In many cases this will be at the campus, although there are situations where the Specialist resides at an ANR facility.

UC ANR does not agree with the fourth recommendation of the Task Force:

Issue	Task Force Recommendation
4. All patent revenue generated in whole or in part by CE Specialists and Advisors is retained by the campus.	Regarding net patent revenues, the Task Force recommends the same guiding principle that the net revenues remain at the location, assuming that these revenues further the mission of ANR.

Page 10 of the Task Force Report states that after considering multiple options regarding ICR and patent revenues, the Task Force recommends “A set of principles is negotiated as part of a more comprehensive MOU that takes into consideration all contributions made by each party.”

However, the document goes on to say specifically “that ICR remain at the location where the CE Specialist resides and the support activities take place.” And “Regarding net patent revenues, the Task Force recommends the same guiding principle that the net revenues remain at the location, assuming that these revenues further the mission of ANR.”

Recommending that the principle applied to both ICR and patent revenue means that it remains at the campus, and does not seem to offer much room for negotiating a more “more comprehensive MOU that takes into consideration all contributions made by each party.”

Having accepted the Task Force recommendation for ICR, UC ANR now requests that the President clarify the recommendation for patent revenue.

- Patent revenue is fundamentally different from ICR, in that it is not cost recovery; it is actual revenue (net of costs). Patent revenue generated in whole or in part by UC ANR Cooperative Extension Specialists and Advisors has totaled over \$40 million since 1998, not including other related sales generated by the Plant Foundation.
- Patent revenue (net of cost) generated by Cooperative Extension Specialists should be shared based on a mutually agreed formula or methodology that takes into account support provided by UC ANR, support provided by the campus, where the Specialists and Advisors reside, and where the research was actually conducted. This methodology would be negotiated and documented in the process to develop the MOU with each campus.
- All patent revenue (net of cost) attributed to Cooperative Extension Advisors should belong to UC ANR since none of the Advisors reside on, or are connected to, a campus.

Options:

There will be some discontent from the campuses that are currently retaining all patent revenue attributable to ANR Cooperative Extension Specialists and Advisors. However, there is precedent and support for the principle that patent revenue should be shared equitably among the various parties responsible for its development.

Recommendations:

ANR recommends that the President approve the following three recommendations of the Task Force:

1. UC ANR will utilize the "UCSF corridor" model to ANR, as described in this document beginning in 2017-18.
2. UC ANR will develop a comprehensive MOU with each of the three AES campuses based on the assumption that both parties benefit, and therefore must contribute to (not subsidize) the partnership.
3. ICR remain with the location where the Specialist resides and the support activities take place. In many cases this will be at the campus, although there are situations where the Specialist resides at an ANR facility.

ANR recommends that the President clarify the recommendation for the allocation of patent revenue to read as follows:

4. The distribution of patent revenues, net of costs, will be negotiated by ANR and each of the campuses as part of the MOU. Negotiations should clarify administrative cost of the patent, and the allocation of patent revenue (net of cost) between the campus and ANR with the expectation that net revenues will be shared equitably.

Other Views:

The Task Force recommended applying the same principle to both ICR and patent revenue – that it be returned to the location where the Cooperative Extension Specialist resides. However, other language in the report seems to contradict the general principle with discussion of equitable treatment to be negotiated in an MOU. In order to develop MOUs in a positive and expeditious way, the final recommendation on patent revenue needs clarity and to reflect the principles of equity.

Review & Approval:

Consultation			
	Nathan Brostrom		Business Operations ()
	Dan Dooley		External Relations ()
	Aimee Dorr	X	Academic Affairs (Bill Tucker)
	Glenn Mara		Laboratory Mgmt. ()
	Charlie Robinson		OGC ()
	Jack Stobo		Health S&S ()
	Peter Taylor		OCFO ()
	Sheryl Vacca		OECAS ()
	Other ()		Other ()
X	This memo is in response to the recommendations made by the Task Force. Members of the Task Force are: Nathan Brostrom, Debbie Obley and Meredith Michaels (UCI)		

Attachment C: Single, Campus-Designated
Cooperative Extension Specialist Guidelines
Methodology for apportioning Net Revenues between the Parties

Net Revenue shall be calculated as follows:

Gross Revenues [\$_____]
less Expenses
and any other share of revenues owed to other joint owners, if any [\$____]

less inventor shares [\$____]
Less Administrative Fee 15%

Net Revenue [\$_____]

Net Revenue will be shared between the Parties based on the inventors' affiliation at the time of creating the UCCE-Affiliated IP applying the following point system, unless agreed to otherwise in writing by all inventors of UC Berkeley, and UC ANR for a particular UCCE-Affiliated IP asset.

UC Berkeley inventor ("UCB Affiliation")	1 point UC Berkeley	
UC ANR inventor with no split appointment ("ANR Affiliation")	0.25 point UC Berkeley	0.75 point ANR

Examples. The following examples illustrate how Net Revenue is apportioned between the Parties based on differing inventor affiliations. For each example, please assume that within the reporting period Gross Revenue equaled \$1,050, Expenses equaled \$300 (and there are no other joint owners), and inventors were paid 35% of Gross Revenue less Expenses.

Example 1.

Inventor	Affiliation	UC Berkeley Points	ANR Points
Professor A	UCCE with split appointment 50/50 ANR/UCB	0.5	0.5
Professor B	UCCE with no split appointment	0.25	0.75
Graduate Student C	UCB	1	
Total		1.75	1.25

Net Revenue Calculation:

Gross Revenues \$ 1,050
less Expenses \$ 300

less inventor shares \$ 262.50
Less Administrative Fee (\$1050-\$300-\$262.5) x 15% = \$73.13

Net Revenue \$414.37

\$414.37 divided by 3 points = \$138.12 per point.

UC Berkeley share (1.9 points out of a total 3 points) = \$262.43 campus revenue share (subject to further distribution to research endeavors or departments per UC Berkeley policies and procedures).

MOU between UC ANR and UC Berkeley for Campus-Based UCCE Specialists (continued)

UC ANR share (1.1 point out of a total 3 points) = \$151.94 campus revenue share (subject to further distribution to research endeavors or departments per UC ANR policies and procedures).

Example 2.

Inventor	Affiliation	UC Berkeley Points	ANR Points
Professor D	UCCE Split appointment 40 UCB/60 ANR	0.4	0.6
Professor E	UCCE Split appointment 30UCB/70 ANR	0.3	0.7
Professor F	UCCE No split appointment	0.25	0.75
Total		0.95	2.05

Net Revenue Calculation:

Gross Revenues \$ 1,050
less Expenses \$ 300
less inventor shares \$ 262.50

Less Administrative Fee $(\$1050 - \$300 - \$262.5) \times 15\% = \73.13

Net Revenue \$414.37

\$414.37 divided by 3 points = \$138.12 per point

UC Berkeley campus share (0.7 points out of a total 3 points) = \$96.68 campus revenue share (subject to further distribution to research endeavors or departments per UC Berkeley policies and procedures).

UC ANR campus share (2.3 points out of a total 3 points) = \$317.68 campus revenue share (subject to further distribution to research endeavors or departments per UC ANR policies and procedures).