

**Arkansas Research Alliance Members' Core Facilities Exchange**  
**Memorandum of Understanding**

This **Memorandum of Understanding** ("MOU"), effective as of December 9, 2021 ("Effective Date"), is entered by and among the Arkansas Research Alliance ("ARA"), an Arkansas non-profit corporation with principal offices at 1125 Oak Street, Suite 301, Conway, AR 72032 ("ARA"), and the following research partners of the ARA:

- A. Arkansas State University ("A-State");
- B. The University of Arkansas, Fayetteville ("UAF");
- C. The University of Arkansas at Little Rock ("UALR");
- D. The University of Arkansas for Medical Sciences ("UAMS"); and
- E. The University of Arkansas at Pine Bluff ("UAPB").

Each party is referred to individually as a "Party" and collectively they are referred to as the "Parties."

WHEREAS, each of the Parties is empowered to conduct and contribute to research toward the creation, discovery, and advancement of scientific knowledge in accordance with its respective institutional and/or authorized governmental objectives (collectively, the "Objectives");

WHEREAS, the Parties recognize a common interest (the "Common Interest") in pursuit of the Objectives and in conducting and contributing to investigations into science, technology, engineering and math (STEM) research in pursuit of the Objectives; and

WHEREAS, to enhance the further development of the Common Interest, the Parties desire to make cooperative use of and greater availability of certain core facilities and resources among themselves, and in addition, if appropriate and agreed to by the Parties in the future, beyond the research partners into other aspects of the Arkansas research, educational and business community, in order to enhance grant competitiveness, foster collaboration, reduce redundancy in capital expenditures, increase facilities utilization, and ultimately incentivize a thriving, well-networked research community.

WHEREAS, the Parties desire to champion a culture of research collaboration for the advancement of scientific and medical research and the greater good of the state of Arkansas.

NOW THEREFORE, in consideration of the foregoing, the Parties hereby agree as follows:

1. Purpose; Scope. The purpose of this MOU is to guide and direct the Parties regarding the cooperative use among the Parties of certain research resources and facilities of the Parties identified with particularity below.
2. Core Facilities. In support of the Objectives, each Party operates certain research core facilities that provide equipment, expertise, and space for the conduct of research and research-related activities. Those core facilities that are subject to this MOU are identified on Appendix A attached hereto and incorporated herein by reference and are hereinafter collectively referred to as the "Core Facilities." The Party operating a Core Facility is its "Operating Party." From time to time, an Operating Party may add or subtract from its identified Core Facilities listed in its respective Appendix by sending written notice to all other Parties. Notwithstanding anything to the contrary herein, the Parties acknowledge and agree that all activities conducted by the Parties under the terms and condition of this MOU shall be non-commercial research conducted in the public interest and may include, without limitation, clinical and pre-clinical research.
3. Cooperative Use of Core Facilities. Each of the research partners, in its capacity as an Operating Party, will seek to cooperate with the other research partners in making its Core Facilities available on request in connection with research activities of the other research parties that would benefit from such cooperative use, subject in each case to a facilities use agreement between the Operating Party with such other research partner or partners with respect to publication, authorship, confidentiality of information of any Party learned by or delivered to any other Party, export control compliance, intellectual property, safety practices, training, supervision, the availability of one or more of such Core Facilities, expected duration of use, observance of and compliance with applicable security and cybersecurity measures, costs to be reimbursed to the Operating Party, and other related matters, all in keeping with the policies and procedures of the Operating Party, and further subject to the disclaimers in Paragraph 4 hereof. An example of a facilities use agreement is attached hereto as Appendix B.
4. Disclaimers.
  - (a) The Parties agree that nothing in this MOU or in the activities carried out hereunder shall be deemed to make any Party, including the ARA, liable in connection with any claim or action arising out of the activities described in this MOU, and asserted by any other person, including a Party, or its respective students, agents, officers or employees, in connection with the use of any Operating Party's research facilities, other than (i) as a result of the negligent acts or omissions of a Party, including an Operating Party, or (ii) as a result of the negligent acts or omissions of any one or more other research partners or their respective students, agents, officers, or employees. For the avoidance of doubt, nothing herein shall make the ARA or any Party liable for any claims based solely on i) the creation of, or ii) agreeing to participate as a cooperating party in, the Core Facilities Exchange.
  - (b) The Parties acknowledge and agree that:
    - i. A-State is an institution of higher learning within the Board of Trustees of

the Arkansas State University System (an "ASUS Institution"), and as such is an entity of the State of Arkansas governed by policies found at <http://www.asusystem.edu/about/policies>.

- ii. UAF, UALR, UAMS, and UAPB are institutions of higher learning within the University of Arkansas System and governed by the Board of Trustees of the University of Arkansas (each, a "UASYS Institution," and collectively, the "UASYS Institutions"), and as such are entities of the State of Arkansas governed by policies found at <https://www.uasys.edu/policies/board-policies> and <https://www.uasys.edu/policies/ua-system-policies>, as well as institutional policies issued by the respective campuses.
  - (c) The Parties acknowledge ARA's limited roles as convener of this MOU and manager of the Core Facilities Exchange ("CFE") database to be created, operated, and maintained pursuant to this MOU, and as such will be limited in its engagement in transactions between institutions.
  - (d) The Parties acknowledge that each of the research partners (including but not limited to acting in its capacity as an Operating Party), has differing operational practices and nothing in this agreement shall be deemed or construed to require any Party to conduct its operations in a manner other than consistent with its usual and customary practices.
5. Term and Termination. This MOU shall be effective for a period of five (5) years from the Effective Date and shall, unless otherwise terminated as provided herein, automatically renew for a like term. Any Party may terminate its own participation in this MOU with or without cause by providing the other Parties with at least thirty (30) days' prior written notice. After termination of participation by a Party, the terminating Party and all other Parties shall continue to owe any and all unpaid amounts for any services provided or costs incurred by any other Party relating to such terminating Party's actions prior to the effective date of such termination.
6. Assignment. Neither this MOU nor the rights herein granted to the Parties shall be assignable or otherwise transferable by any Party without the written consent of each Party.
7. Independent Contractors; Third Parties. In the performance of this MOU each Party shall be an independent contractor. No Party is authorized to act as an agent of another Party, and no Party shall be bound by the acts of another Party. Nothing in this MOU shall be deemed or construed to create any rights in third parties.
8. Notices. Any notice of termination shall be in writing and delivered either by hand (including via overnight courier), by certified United States mail, return receipt requested (postage pre-paid) or by electronic mail with evidence of transmission, to the following physical or email address for each Party:

**If to A-State:**

Dr. Kelly Damphousse  
Chancellor  
Arkansas State University  
P.O. Box 600  
State University, AR 72404  
Email: chancellor@astate.edu

**a copy also to:**

Brad Phelps  
General Counsel  
Arkansas State University System  
501 Woodlane Drive, Suite 600  
Little Rock, AR 72201  
Email: bphelps@asusystem.edu

**If to UAF:**

Dr. Charles Robinson  
Interim Chancellor  
425 Administration Building  
Fayetteville, Arkansas 72701  
Email: chancellor@uark.edu

**a copy also to:**

Bill Kincaid  
Managing Associate General Counsel  
425 Administration Building  
Fayetteville, Arkansas 72701  
Email: wkincaid@uark.edu

**If to UALR:**

Dr. Christina Drale  
Chancellor  
University of Arkansas at Little Rock  
2801 S. University Avenue  
Little Rock, AR 72204  
Email: csdrale@ualr.edu

**a copy also to:**

Mindy Pipkin  
Associate General Counsel  
University of Arkansas at Little Rock  
2801 S. University Avenue  
Little Rock, AR 72204  
Email: mdpipkin@ualr.edu

**If to UAMS:**

Dr. Cam Patterson  
Chancellor  
University of Arkansas for Medical Sciences  
4301 W. Markham St.  
Little Rock, AR 72205  
Email: cpatters@uams.edu

**a copy also to:**

Mark A. Hagemeyer  
Vice Chancellor of Compliance I Managing  
Associate General Counsel  
4301 W. Markham Street, Slot 860  
Little Rock, AR 72205  
mhagemeyer@uams.edu

**If to UAPB:**

Dr. Laurence Alexander  
Chancellor  
University of Arkansas at Pine Bluff  
1200 North University Drive  
Pine Bluff, AR 71601  
Email: alexanderl@uapb.edu

**a copy also to:**

Harold J. Evans  
Associate Vice President Legal and Research  
University of Arkansas System  
2404 North University Avenue  
Little Rock, Arkansas 72207  
Email: hevans@uasys.edu

9. Merger, Severability, Amendments. This MOU constitutes the entire agreement relating to the subject matter hereof among the Parties hereto and supersedes and replaces all prior discussions and agreements by and among the Parties. If any provision hereof is held to be invalid or unenforceable, the remaining provisions will nevertheless continue in full force and effect, unless the provisions held invalid or unenforceable will substantially impair the benefits of the remaining portions of this MOU. No amendment to this MOU will be valid unless it is in writing and signed by or on behalf of all Parties. This MOU may be incorporated by reference in any confidentiality agreement entered into between any of the Parties with any other Party, or in any

agreement between or among Parties concerning use of any specific facility.

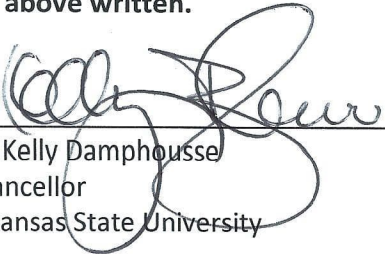
10. Governing Law. This MOU shall be governed by and construed in accordance with the laws of the State of Arkansas and, as applicable, the laws of the United States of America.

11. Counterparts. The Parties may execute this MOU in counterparts, including facsimile, PDF, and other electronic copies, which taken together will constitute one instrument.


*[Signatures on following page]*

[Signature page to Arkansas Research Alliance Members Core Facilities Memorandum of Understanding]

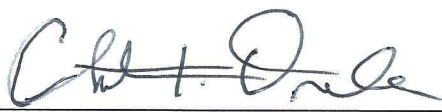
**WHEREFORE, this MOU has been executed by the legally authorized representatives of the Parties on the dates indicated below but is to be effective as of the date first above written.**

  
\_\_\_\_\_  
Dr. Kelly Dampousse  
Chancellor  
Arkansas State University

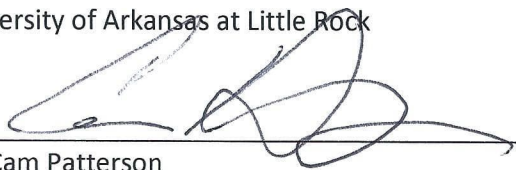
12/9/2021  
Date

  
\_\_\_\_\_  
Charles Robinson  
Interim Chancellor  
University of Arkansas, Fayetteville

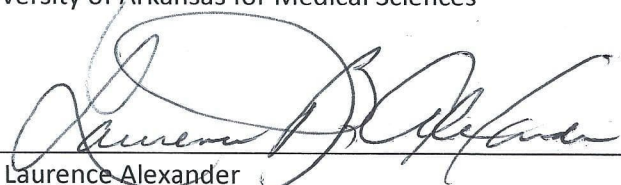
12/9/2021  
Date

  
\_\_\_\_\_  
Dr. Christina Drale  
Chancellor  
University of Arkansas at Little Rock

12/9/2021  
Date

  
\_\_\_\_\_  
Dr. Cam Patterson  
Chancellor  
University of Arkansas for Medical Sciences

12/14/21  
Date

  
\_\_\_\_\_  
Dr. Laurence Alexander  
Chancellor  
University of Arkansas at Pine Bluff

12-9-2021  
Date

  
\_\_\_\_\_  
Bryan Barnhouse  
Chief Executive Officer  
Arkansas Research Alliance

12/9/2021  
Date

## APPENDIX A

### CORE FACILITIES LIST

<b>Institution</b>	<b>Core Facility/Division</b>
A-State	Ecotoxicology Research Facility
A-State	Flow Cytometry
A-State	Genomics
A-State	Imaging Core Facility
A-State	Plant Phenomics Facility
UA	High Density Electronics Center (HiDEC)
UA	Mass Spectrometry Facility
UA	National Center for Reliable Electric Power Transmission (NCREPT)
UA	Nuclear Magnetic Resonance (NMR) Facilities
UA	The Arkansas High Performance Computing Center (AHPCC)
UA	The Arkansas Nano-Bio Materials Characterization Facility
UALR	Center for Integrative Technology Sciences (CINS)
UALR	George W. Donaghey Emerging Analytics Center (EAC)
UAMS	Bioinformatics Core
UAMS	Bone Biomechanics, Histology, and Imaging Core
UAMS	Digital Microscopy Core
UAMS	Division of Laboratory Animal Medicine
UAMS	DNA and Next Generation Sequencing
UAMS	DNA Damage and Toxicology Core
UAMS	Experimental Pathology (ExPath) Core
UAMS	Experimental Radiation Core
UAMS	Flow Cytometry Core
UAMS	Genetic Models Core
UAMS	Genomics Core
UAMS	Helen L. Porter and James T. Dyke Brain Imaging Research Center (BIRC)
UAMS	IDEA National Center for Proteomics
UAMS	Molecular Imaging Core
UAMS	Tissue Procurement Facility
UAPB	Aquaculture/Fisheries Center of Excellence
UAPB	Electro-optical Micro Stage Set Up
UAPB	Integrated Microwave Photonic Setup
UAPB	LabRAM HR Evolution Raman Spectrometer
UAPB	Photoluminescence
UAPB	Scanning Electron Microscope

## APPENDIX B

### USE OF FACILITY OR EQUIPMENT AGREEMENT

This is an Agreement between Board of Trustees of the University of Arkansas ("UA") and the entity or individual identified above the signatures below ("User"). The User has requested permission to use the UA facility or equipment identified on Attachment A ("Facility and/or Equipment"), for the experiment, research or other activity or use set forth on Attachment A. After considering information made available to it, UA has determined that permitting the proposed experiment, research, activity or use will further the University's missions of teaching, education and research, does not present an unmanageable conflict of interest, is consistent with UA's legal obligations, would not present an unreasonable operational burden, and otherwise would be in the best interest of UA as a non-profit institution.

Therefore, UA and User hereby agree as follows:

1. Limited Permission Granted. UA grants permission solely to the User, and to no other person or entity. UA grants permission to User to use solely the Facility and/or Equipment specifically described on Attachment A, and solely for the purpose set forth on Attachment A, and no permission is granted to use any other facility or equipment, or to use the same facility or equipment for any other purpose.
2. Payments. User shall pay UA the amounts set forth on Attachment B, at the times set forth on Attachment **B**. User acknowledges that the amounts set forth on Attachment **B** are no less than private companies charge or would charge for equivalent services.
3. Compliance with Laws. Training Obligations. and UA Policies. User is legally responsible to UA for all acts or omissions of User employees or other types of personnel or agents acting for or on behalf of User ("User Personnel"). User shall, and shall cause all User Personnel, to comply with all laws, rules and regulations, including, but not limited to, with respect to export control compliance, intellectual property, safety practices, training, supervision, and observance of and compliance with applicable security and cybersecurity measures, when present on UA's property or using the Facility or Equipment. User shall be responsible for safety and standard laboratory training of all User Personnel who will use the Facility or Equipment, including but not limited to all training required by law or that UA elects to require for UA employees using the same Facility or Equipment. User may not, and may not allow any User Personnel to, use any Facility or Equipment until such required training(s) are completed to UA's reasonable satisfaction. User shall, and shall cause all User Personnel, to comply with



the applicable UA policies when present on UA's property or using the Facility or Equipment, provided that UA or its personnel make User and the User Personnel aware of such UA policies. User shall pay, or reimburse UA for, all costs and expenses in connection with training that User Personnel may be required to complete, and compliance with applicable UA policies.

4. Insurance. User and its employees are self-insured for Workers' Compensation through the State of Arkansas and are entitled by law to certain immunities. Any provision of this Agreement imposing insurance requirements upon User shall be considered satisfied by such self-insurance. ,

5. Liability. The parties each agree to assume individual responsibility for the actions and omissions of their respective employees, agents and assigns in conjunction with this Research.

6. User Representations and Warranties. User hereby represents and warrants to UA that:

(a) the information contained in this Agreement, including but not limited to Attachment A describing the experiment or work to be done in the Facility or with the Equipment, is true, accurate and complete in all material respects;

(b) User and User Personnel have all necessary and appropriate training and education to perform the experiment or work to be done in the Facility or with the Equipment;

(c) to the best of User's knowledge, no UA employee or faculty member is a director or officer of User, or controls a five percent (5%) or greater interest in User as of the Effective Date;

(d) User and User Personnel shall not offer any gift or kickback, whether in cash or kind, in return for the use of the Facility or Equipment; and

(e) User is not aware of any conflict of interest or the appearance of a conflict of interest, other than as may be set forth on Attachment A.

User acknowledges that UA has entered into this Agreement in reliance upon information provided by User and User Personnel, including but not limited to information regarding: the work that User and User Personnel will conduct on UA property or using a Facility or Equipment; the availability or lack of availability of similar facilities and/or equipment at other places, whether controlled by a non-profit or for-profit entity; the price a private company would charge for equivalent services,

facilities and/or equipment; User's and User Personnel's training and education, and relationships or lack of relationships with UA faculty, students and employees; and User's ability to meet its financial obligations pursuant to this Agreement.

7. No UA Representations or Warranties. UA MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING THE FACILITY OR THE EQUIPMENT OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT, AND HEREBY EXCLUDES ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. THE FACILITY AND EQUIPMENT ARE PROVIDED "AS IS". USER AND USER PERSONNEL USE THE FACILITY AND EQUIPMENT AT THEIR OWN RISK.

8. Exclusion-of Certain Damages, Limitation on Liability. OTHER THAN DIRECT DAMAGES, UA SHALL NOT BE LIABLE TO USER FOR ANY TYPE OF DAMAGES ARISING OUT OF OR RELATED TO THE FACILITY, THE EQUIPMENT OR THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO: CONSEQUENTIAL, EXEMPLARY, PUNITIVE, SPECIAL OR INDIRECT DAMAGES, OR DAMAGES FOR LOST PROFITS OR REVENUES. USER HEREBY AGREES THAT UA'S TOTAL AGGREGATE LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THE FACILITY, EQUIPMENT OR THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT USER PAID UA FOR USE OF THE FACILITY AND/OR EQUIPMENT PURSUANT TO THIS AGREEMENT. EACH PARTY HEREBY WAIVES ANY CLAIM THAT THE EXCLUSION OF DAMAGES SET FORTH IN THE PREVIOUS SENTENCES DEPRIVES SUCH PARTY OF AN ADEQUATE REMEDY.

9. Term and Termination. UA or User may terminate this Agreement, at any time for any or no reason, by delivering notice of termination to the other party at least ten (10) days in advance of the effective termination date. If User or User Personnel breach any term in this Agreement, UA may immediately stop access to the Facility and/or use of the Equipment until such breach is cured to UA's reasonable satisfaction, in addition to any other rights or remedies UA may have at law or in equity. If any payments have been made in advance for use of the Facility or Equipment after termination of this Agreement, UA will refund a pro rata amount to User for the period after termination, minus amounts to pay any costs for supplies, lab materials, reagents, or noncancellable commitments ordered or incurred prior to UA learning of the termination of this Agreement. This Agreement shall become effective on the date the last party signs it (the "Effective Date"). Absent a termination pursuant to the Termination Provision or prior written consent of both parties, this Agreement will end upon full performance of the Agreement, or after one (1) year from the Effective Date, whichever is sooner.

10. Use of Name. User will not use the name, logos, or trademarks of UA, in any publication, publicity, press release, fundraising or comparable marketing or advertising material, without the express prior written permission of an authorized UA representative.

User agrees that UA may use the User's name only in experience citations to current or prospective clients, but not in any public advertising, publications, social networking sites, or on the Internet, without the User's express prior written consent to the specific contemplated use. Such requests shall be directed to the User's Communications Office. This restriction shall extend to all tiers of sub-consultants/ subcontractors of UA and any other party engaged by UA as a result of this Agreement. UA shall not, without express prior written consent in each case, use any User trademark in advertising, publicity, promotional, or any other activities or context including social networking sites and the Internet. This restriction shall extend to all tiers of sub-consultants / subcontractors of UA and any other party engaged by UA as a result of this Agreement.

11. *Additional Terms.* User shall not transfer or assign its rights or obligations pursuant to this Agreement to a third party, whether by merger, operation of law, or otherwise, without obtaining UA's prior written consent, which consent will not be unreasonably withheld or delayed. Any purported transfer or assignment without UA's prior written consent shall be void. No act or omission shall constitute a waiver of a term in this Agreement, or a waiver of a breach of a term in this Agreement, other than a writing identifying the waiver signed by an authorized representative of the waving party. UA and User will not discriminate against any employee or applicant for employment because of race, color, sex, sexual orientation, gender identity or preference, age, religion, national or ethnic origin, handicap, marital status or veteran's status. This Agreement is the final and entire agreement between UA and User regarding the subject matter set forth herein, and supersedes all prior discussions, negotiations, writings and understandings, whether written or oral, regarding the subject matter set forth herein. To be enforceable, any amendment to this Agreement must be in writing and signed by authorized representatives of UA and User. The terms in the sections of this Agreement with the following headings shall survive the expiration or termination of this Agreement for any or no reason: *Compliance with Laws, Training Obligations, and UA Policies, Indemnification, Confidentiality, User Representations and Warranties, No UA Representations or Warranties, Exclusion of Certain Damages; Limitation on Liability, and Additional Terms.*

IN WITNESS WHEREOF, UA and User have executed this Agreement, through its authorized representatives, intending to be legally bound, as of the \_\_ day of \_\_\_\_, 2021 (the "Effective Date").

**Legal Name of User: University of Arkansas**

**Mailing Address for User:**

**Principal User Contact's Phone Number:**

**Principal User Contact's Email Address:**

BOARD OF TRUSTEES OF THE UNIVERSITY OF  
ARKANSAS

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ATTACHMENT A  
WRITTEN DESCRIPTION

Date when permission to the Facility or Equipment expires, if any:

## ATTACHMENT B BUDGET; FEES TO BE PAID

The following hourly rates may be subject to adjustment for UA's fiscal year beginning July 1, 2021:

### Facility Fees

Facilities Charges	Internal and External Academic Users	External Industry Users
<b>Facility</b>		
<i>Main Clean Room</i>		
Door Charge	\$35/hr	\$70/hr
Equipment Charges	Range \$15/hr to \$50/hr	Range \$45/hr to \$150/hr
Cap – Lab Access	Yes, \$500/month/user	No
Cap – Equipment Use	Yes, \$500/month/user	No
Staff Rates	\$50	\$80
<i>Soft Litho Facility</i>		
Door Charge	\$15/hr	\$45/hr
Equipment Charges	Range \$15/hr to \$25/hr	Range \$45/hr to \$75/hr
Cap – Lab Access	Yes, \$500/month/user	No
Cap – Equipment Use	Yes, \$500/month/user	No
Staff Rates	\$50	\$80
<b>Facility</b>		
Equipment Charges	Range \$35/hr to \$50/hr	Range \$210/hr to \$300/hr
Staff Rates	\$50	\$100
<b>Scanning Probe Facility</b>		
Equipment Charges	Range \$30/hr-\$35/hr	Range \$125/hr to \$200/hr
Staff Rates	\$50	\$75

Payments should be sent to:

*If paying via check, please send to:*

Attn:

Phone:

*If paying by credit card, call in your information to:*

**AMENDMENT ONE TO ARKANSAS RESEARCH ALLIANCE MEMBERS’  
CORE FACILITIES EXCHANGE MEMORANDUM OF UNDERSTANDING**

THIS AMENDMENT ONE TO ARKANSAS RESEARCH ALLIANCE MEMBERS’ CORE FACILITIES EXCHANGE MEMORANDUM OF UNDERSTANDING (this “Amendment One”) is effective this 18 day of February, 2022 (the “Effective Date”) and is executed by and among the Arkansas Research Alliance (“ARA”), Arkansas State University (“A-State”), The University of Arkansas, Fayetteville (“UAF”), The University of Arkansas at Little Rock (“UALR”), The University of Arkansas for Medical Sciences (“UAMS”), and the The University of Arkansas at Pine Bluff (“UAPB”). All capitalized terms used, but not defined, in this Amendment One will have the meanings ascribed to them in that certain Memorandum of Understanding dated December 9, 2021 and executed by the Parties (the “MOU”).

WHEREAS, the Parties have a Common Interest, and continue to have Common Interest, in pursuit of the Objective and in conducting and contributing to investigations into science, technology, engineering, and math (STEM) research in pursuit of the Objectives;

WHEREAS, the Parties have operated and used, and continue to operate and use, the Core Facilities; and

WHEREAS, the Parties desire to amend the MOU to add the Arkansas Children’s Research Institute (“ACRI”) as a party to the MOU, and ACRI desires to be added as a party to the MOU.

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Introductory Paragraph. The introductory paragraph is hereby amended to add ACRI as a Party to the MOU.
2. Disclaimers. A new Section 4(b)(iii) is hereby added that reads as follows:

ACRI is a non-profit research institution and a wholly owned subsidiary of Arkansas Children’s, Inc., a non-profit healthcare facility (Arkansas Children’s). ACRI is governed by its policies as well as the institutional policies of its parent, Arkansas Children’s and can provide copies of policies upon request.

3. Notices. Section 8 is hereby amended to add the following address for notices:

**If to ACRI:**

Peter Mourani, MD, President  
Arkansas Children’s Research Institute  
13 Children’s Way, Slot 842  
Little Rock, AR 72202  
Email: mouranip@archildrens.org

**a copy also to:**

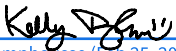
Andrea Dixon, Corporate Counsel, Research  
Arkansas Children’s Research Institute  
13 Children’s Way, Slot 842  
Little Rock, AR 72202  
Email: Dixonaw@archildrens.org




4. Agreement to be Bound. **ACRI** hereby agrees to be bound to the terms and conditions set forth in the MOU.
5. Miscellaneous. The MOU remains in full force and effect except for as set forth in this Amendment One. This Amendment One may be executed in counterparts, each of which shall constitute an original and which together will constitute one and the same instrument.

***[The remainder of this page is intentionally left blank; signature page follows]***


IN WITNESS WHEREOF, the Parties have executed this AMENDMENT ONE as of the Effective Date.

  
Kelly Dampousse (Feb 25, 2022 15:11 CST)  
Dr. Kelly Dampousse  
Chancellor  
Arkansas State University


Feb 25, 2022  
Date

  
Charles Robinson (Mar 1, 2022 13:19 CST)  
Charles Robinson  
Interim Chancellor  
University of Arkansas, Fayetteville

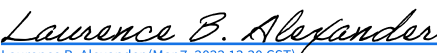
Mar 1, 2022  
Date

  
Christina Drale  
Dr. Christina Drale  
Chancellor  
University of Arkansas at Little Rock


Mar 2, 2022  
Date

  
Cam Patterson (Mar 2, 2022 14:15 CST)  
Dr. Cam Patterson  
Chancellor  
University of Arkansas for Medical Sciences


Mar 2, 2022  
Date

  
Laurence B. Alexander (Mar 7, 2022 13:30 CST)  
Dr. Laurence Alexander  
Chancellor  
University of Arkansas at Pine Bluff

Mar 7, 2022  
Date

  
Peter M. Mourani (Feb 25, 2022 14:55 CST)  
Peter M. Mourani, MD  
President  
Arkansas Children's Research Institute

Feb 25, 2022  
Date

  
Bryan Barnhouse  
Bryan Barnhouse  
Chief Executive Officer  
Arkansas Research Alliance

Feb 25, 2022  
Date

**AMENDMENT TWO TO ARKANSAS RESEARCH ALLIANCE MEMBERS' CORE FACILITIES EXCHANGE MEMORANDUM OF UNDERSTANDING**

THIS AMENDMENT TWO TO ARKANSAS RESEARCH ALLIANCE MEMBERS' CORE FACILITIES EXCHANGE MEMORANDUM OF UNDERSTANDING (this "Amendment Two") is effective this 1st day of September, 2024 (the "Effective Date") and is executed by and among the Arkansas Research Alliance ("ARA"), The Arkansas Children's Research Institute ("ACRI"), Arkansas State University ("A-State"), The University of Arkansas, Fayetteville ("UAF"), The University of Arkansas at Little Rock ("UALR"), The University of Arkansas for Medical Sciences ("UAMS"), and the The University of Arkansas at Pine Bluff ("UAPB"). All capitalized terms used, but not defined, in this Amendment Two will have the meanings ascribed to them in that certain Memorandum of Understanding dated December 9, 2021 and executed by the Parties (the "MOU").

WHEREAS, the Parties have a Common Interest, and continue to have Common Interest, in pursuit of the Objective and in conducting and contributing to investigations into science, technology, engineering, and math (STEM) research in pursuit of the Objectives;

WHEREAS, the Parties have operated and used, and continue to operate and use, the Core Facilities; and

WHEREAS, the Parties desire to amend the MOU to add The University of Arkansas System Division of Agriculture ("UA Div of Ag") as a party to the MOU, and UA Div of Ag desires to be added as a party to the MOU.

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Introductory Paragraph. The introductory paragraph is hereby amended to add UA Div of Ag as a Party to the MOU.
2. Disclaimers. A new Section 4(b)(iii) is hereby added that reads as follows:

UA Div of Ag is a higher education entity of the University of Arkansas System. It was created in 1959 to carry out two of the three traditional land grant missions: extension and research. UA Div of Ag's research arm is the Arkansas Agricultural Experiment Station. The Arkansas Cooperative Extension Service is its outreach arm.

3. Notices. Section 8 is hereby amended to add the following address for notices:

**If to UA Div of Ag:**

Deacue Fields, PhD  
UA Division of Agriculture  
2404 N. University Avenue  
Little Rock, AR 72207

**a copy also to:**

Christina Breckenridge  
Chief of Staff  
UA Division of Ag  
2404 N. University Avenue  
Little Rock, AR 72207

4. Agreement to be Bound. **UA Div of Ag** hereby agrees to be bound to the terms and conditions set forth in the MOU.
5. Miscellaneous. The MOU remains in full force and effect except for as set forth in this Amendment Two. This Amendment Two may be executed in counterparts, each of which shall constitute an original and which together will constitute one and the same instrument.

***[The remainder of this page is intentionally left blank; signature page follows]***

IN WITNESS WHEREOF, the Parties have executed this AMENDMENT TWO as of the Effective Date.

DocuSigned by:  
Todd Shields 8/15/2024  
F1D61FEB9864E4...  
Dr. Todd Shields Date  
Chancellor  
Arkansas State University

DocuSigned by:  
Charles Robinson 8/15/2024  
196F74AC1DAF421...  
Dr. Charles Robinson Date  
Chancellor  
University of Arkansas, Fayetteville

Signed by:  
Christina S. Drale 8/15/2024  
D6C1495F0D1C491...  
Dr. Christina Drale Date  
Chancellor  
University of Arkansas at Little Rock

Signed by:  
Cam Patterson 8/15/2024  
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Dr. Cam Patterson Date  
Chancellor  
University of Arkansas for Medical Sciences

DocuSigned by:  
Andrea Stewart 9/21/2024  
FE46358E4C6445E...  
Dr. Andrea Stewart Date  
Interim Chancellor  
University of Arkansas at Pine Bluff

DocuSigned by:  
Peter M. Mourani, MD 01-Oct-2024 | 2:28:52 AM PDT  
7E7C65BA64A9F4E8...  
Dr. Peter Mourani Date  
Senior Vice President and Chief Research Officer  
Arkansas Children's Research Institute

Signed by:  
Deacue Fields 8/21/2024  
2AEC3CCC99BB461...  
Dr. Deacue Fields Date  
Vice President for Agriculture  
University of Arkansas Division of Agriculture

Signed by:

*Bryan J. Barnhouse*

C2AA78F142D5422...

Bryan Barnhouse  
Chief Executive Officer  
Arkansas Research Alliance

8/15/2024

Date