

Arkansas Research Alliance Members' Core Facilities Exchange
Amended and Restated Memorandum of Understanding

This **Amended and Restated Memorandum of Understanding** ("**MOU**"), effective as of September 30, 2025 ("**Effective Date**"), is entered by and among the Arkansas Research Alliance, an Arkansas non-profit corporation with principal offices at 1501 Main Street, Suite 200, Little Rock, AR 72202 ("**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**");
- E. The University of Arkansas at Pine Bluff ("**UAPB**");
- F. Arkansas Children's Research Institute ("**ACRI**");
- G. The University of Arkansas System Division of Agriculture ("**UA Div of Ag**"); and
- H. Arkansas Colleges for Health Education ("**ACHE**").

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

W-I-T-N-E-S-S-E-T-H

WHEREAS, ARA, A-State, UAF, UALR, UAMS and UAPB (the "**Original Research Partners**") entered into the Core Facilities Exchange Memorandum of Understanding (the "**Original MOU**") on October 1, 2021;

WHEREAS, the Original Research Partners amended the Original MOU via a First Amendment on February 18, 2022 to add ACRI as an additional research partner;

WHEREAS, the Original Research Partners and ACRI amended the Original MOU, as amended, via a Second Amendment on September 1, 2024 to add UA Div of Ag as an additional research partner;

WHEREAS, the current research partners desire to amend and restate the Original MOU, as amended, to add ACHE as a research partner and provide a more efficient process for adding research partners in the future; and

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, 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 to amend and restate the Original MOU in its entirety 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.

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. A non-binding 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 <https://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>.
- iii. 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.
- iv. 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.
- v. ACHE is a non-profit education and research institution with the following missions: to educate and train a diverse group of highly competent and compassionate healthcare professionals; to create health and research support facilities; and to provide healthy living environments to improve the lives of others. Its policies may be found at <https://achehealth.edu/policies-employee-handbooks/>.

(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. Additional Research Partners. ARA has the sole authority to add additional research partners without the consent of the remaining Parties. The new research partner shall become a party to this Agreement by signing a signature page acknowledging the terms of this Agreement. Within thirty (30) days of admission of a new research partner, ARA shall provide written notice to the remaining Parties of such action.

6. 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.

7. 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.

8. 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.

9. 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. Todd Shields
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
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:

Charles Lyford
Associate General Counsel
University of Arkansas at Little Rock
2801 S. University Avenue
Little Rock, AR 72204
Email: cwlyford@ualr.edu

If to UAMS:

C. Lowry Barnes, MD
Interim Chancellor
University of Arkansas for Medical Sciences
4301 W. Markham St.
Little Rock, AR 72205
Email: clbarnes@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
Email: mhagemeyer@uams.edu

If to UAPB:

Dr. Anthony Graham
Chancellor
University of Arkansas at Pine Bluff
1200 North University Drive
Pine Bluff, AR 71601
Email: chancellor@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

If to ACRI:

Tamara Perry, MD, Interim President
Arkansas Children's Research Institute
13 Children's Way, Slot 842
Little Rock, AR 72202
Email: PerryTamaraT@uams.org

a copy also to:

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

If to UA Div of Ag:

Deacue Fields, PhD
UA Division of Agriculture
2404 N. University Avenue
Little Rock, AR 72207
Email: dfields@uasys.edu

a copy also to:

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

If to ACHE:

Kyle D. Parker, JD
Arkansas Colleges of Health Education
7000 Chad Colley Blvd
Fort Smith, AR 72916
Email: kyle.parker@achehealth.edu

a copy also to:

Tyler Farrar, JD
General Counsel
Arkansas Colleges of Health Education
7000 Chad Colley Blvd
Fort Smith, AR 72916

Should a Party's legally authorized representative change at any time, the Party shall provide (i) the new representative with a copy of this Agreement and (ii) ARA with written notice within thirty (30) days of such change and acknowledge that a copy of this Agreement was provided to the new representative.

10. 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.

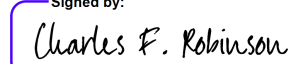
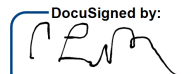
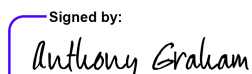
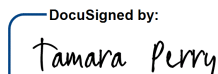
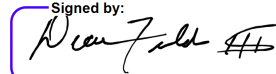
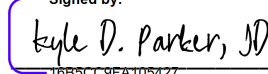
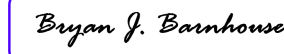
11. Governing Law. This MOU shall be governed by and construed in accordance with the laws of the State of Arkansas and, as applicable, the laws of the United States of America.

12. 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 pages]

[Signature page to Arkansas Research Alliance Members Core Facilities A&R MOU]

WHEREFORE, this Amended and Restated Memorandum of Understanding 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.

DocuSigned by:  F1D61FEB09004E4... Dr. Todd Shields, Chancellor Arkansas State University	11/4/2025 Date
Signed by:  7818CA85492D4CA... Dr. Charles Robinson, Chancellor University of Arkansas, Fayetteville	10/24/2025 Date
Signed by:  31FD005B3B33403... Dr. Christina Drale, Chancellor University of Arkansas at Little Rock	11/3/2025 Date
DocuSigned by:  FF68739D0E864B6... Dr. C. Lowry Barnes, Interim Chancellor University of Arkansas for Medical Sciences	11/3/2025 Date
Signed by:  7EB9F59968BC4F0... Dr. Anthony Graham, Chancellor University of Arkansas at Pine Bluff	10/22/2025 Date
DocuSigned by:  57D00C5C99804FB... Dr. Tamara Perry, Interim President Arkansas Children's Research Institute	11/6/2025 Date
Signed by:  D81812EAE8A04C7... Dr. Deacue Fields, Vice President for Agriculture University of Arkansas Division of Agriculture	10/22/2025 Date
Signed by:  16B5CC9FA105427... Kyle D. Parker, JD, President and CEO Arkansas Colleges for Health Education	10/22/2025 Date
Signed by:  02D895F983D3409... Bryan Barnhouse, President and Chief Executive Officer Arkansas Research Alliance	11/3/2025 Date

Appendix A:
Core Facilities List

Institution	Core Facility/Division
A-State	Ecotoxicology Research Facility
A-State	Flow Cytometry
A-State	Genomics
A-State	Imaging Core Facility
A-State	Plant Phenomics Facility
UADA	Food Engineering for Health
UAF	High Density Electronics Center (HiDEC)
UAF	Imaging and Spectroscopy Core
UAF	Mass Spectrometry Facility
UAF	MicroCT Imaging Consortium for Research and Outreach
UAF	MonArk NSF Quantum Foundry
UAF	National Center for Reliable Electric Power Transmission (NCREPT)
UAF	Nuclear Magnetic Resonance (NMR) Facilities
UAF	The Arkansas High Performance Computing Center (AHPCC)
UAF	The Arkansas Nano-Bio Materials Characterization Facility
UAF	Protein Laboratory
UAF	Stable Isotope Laboratory
UAF	Trace Element and Radiogenic Isotope Laboratory
UALR	Center for Integrative Nanotechnology 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
ACRI	Metabolism and Bioenergetics Core
ACRI	Rodent Metabolic and Behavioral Phenotyping
NCTR	Division of Biochemical Toxicology
NCTR	Division of Bioinformatics and Biostatistics
NCTR	Division of Genetic and Molecular Toxicology
NCTR	Division of Microbiology
NCTR	Division of Neurotoxicology
NCTR	Division of Systems Biology
NCTR	Nanotechnology Core
NCTR	Office of Scientific Coordination

APPENDIX B
Example 1
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 NONINFRINGEMENT. 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:

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
Facility		
<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
Facility		
Equipment Charges	Range \$35/hr to \$50/hr	Range \$210/hr to \$300/hr
Staff Rates	\$50	\$100
<i>Scanning Probe Facility</i>		
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: