

**MEMORANDUM OF UNDERSTANDING
BETWEEN BOARD OF TRUSTEES OF THE UNIVERSITY OF ARKANSAS, ACTING
FOR AND ON BEHALF OF THE
UNIVERSITY OF ARKANSAS, FAYETTEVILLE, SCHOOL OF ART
AND
CRYSTAL BRIDGES MUSEUM OF AMERICAN ART
For the operation of a Master of Arts in Art History, Arts of the Americas degree program**

This **MEMORANDUM OF UNDERSTANDING** (“MOU”) is entered into by and between **Board of Trustees of the University of Arkansas, acting for and on behalf of the University of Arkansas, Fayetteville –School of Art (UA) and Crystal Bridges Museum of American Art (CBMAA)**.

Introduction, Timeline, and Scope of Agreement

The Master of Arts in Art History, Arts of the Americas degree program is offered by the University of Arkansas, Fayetteville, in collaboration with the Crystal Bridges Museum of American Art. Pending approval, the program will begin Fall 2023. The terms of this Agreement will be revisited and negotiated annually as the degree program curriculum, facilities, auxiliary partnerships, and additional needs develop. In order to ensure stability of the program roll-out, both institutions agree to offer the program for a minimum of five years (assuming no unforeseen changes in circumstances). The two institutions will evaluate the program and determine the feasibility of its continuance at least every three years from the signing of this agreement or whenever either institution determines that an evaluation should be conducted.

NOW, THEREFORE, it is agreed between UA and CBMAA as follows:

1. **Obligations of CBMAA.** CBMAA will permit curators to participate in the Arts of the Americas MA program by teaching or co-teaching graduate seminars, co-advising the MA Qualifying Paper, serving on Comprehensive Exam committees, and co-organizing scholarly events with UA Art History faculty. Classes taught or co-taught by curators will be closely related to the curator’s current work unless the obligation to UA occurs outside work hours. Whenever possible, courses should touch on one or more of the Art History in Arts of the Americas graduate degree program’s key curriculum “Themes.” The University of Arkansas requires all faculty teaching in graduate programs to apply for graduate faculty status, and CBMAA curators will need to go through the employment process to be afforded appropriate faculty status at UA that includes a completion of Graduate Faculty Status application in order to be approved to teach in this program. CBMAA will commit to providing appropriate space to host class meetings at CBMAA/the Momentary, facilitate supervised access to collections in storage, and accommodate UA faculty and students in the library for study/research. CBMAA agrees to place up to 6 MA students per year in 8-10 hour-per-week internships in various museum departments. CBMAA will work with the MA program Graduate Director to discuss placement options for students. Institutional internship mentors will provide an evaluation of the student at the end of the internship period. CBMAA will make every effort to factor in MA program goals and needs in the museum’s expansion plans.

2. **Obligations of UA.** The MA program will follow a UA program-specific, graduate tuition rate and mandatory fees approved by the Board of Trustees. Students will apply for admission, be admitted, matriculate, pay tuition and fees and apply for graduation through UA. Students will formally be enrolled at UA, and student record keeping, and future transcript releases, will be managed by UA. Diplomas and official records will accurately reflect the collaborative nature of the program and both participating institutions. UA will retain all tuition and fee revenue of the program. Academic integrity issues will be monitored and managed by UA, and all aspects of the program will be subject to the policies of the University of Arkansas. The selection and admission of students will be the responsibility of the Art History program faculty in the School of Art. The Art History program commits to providing appropriate administrative staffing to support the program, will handle all of the bureaucratic responsibilities associated with program design, new course creation, and the multilayer approval process (university, ADHE, NASAD). Classroom and class preparation space and equipment when classes are held on campus are the responsibility of UA. Approved CBMAA curators will be afforded appropriate faculty status at UA. Approved Museum professionals holding PhD, MA, or BA degrees may co-teach with university faculty. University faculty must serve as Instructors of Record when teaching with those who lack the terminal degree. The Graduate School is responsible for vetting CBMAA curators who apply for graduate faculty status. UA (via the Art History endowment) will provide CBMAA curators remuneration for teaching that is commensurate with curatorial rank and roughly equivalent to UA professorial pay scale distinctions. The program, which will include required enrollment in an internship as part of the program, is designed to provide student financial support to cover the full estimated cost of attendance.
3. **Intellectual Property.** All intellectual property rights and any trademarks, trade names, service marks, logos, symbols, and other identifying marks of UA and CBMAA shall remain fully and exclusively the property of the respective institutions, and neither shall acquire any right, title, or interest therein under this Agreement. The parties shall work together collaboratively to develop marketing materials for the program, which may include use of their respective marks and logos. Any such use shall be approved in advance by authorized representatives of the parties.
4. **Claims.**
 - a. CBMAA shall indemnify and hold harmless UA against all actions, claims, demands and liabilities, and against all loss, damage, costs and expenses arising directly or indirectly out of (i) any violation of this MOU by CBMAA's employees, agents, partners or representatives, or (ii) the negligent act or omission or intentional misconduct of the CBMAA or any of its employees in carrying out this MOU, or of the person in the jointly appointed position in fulfilling duties to CBMAA, except to the extent any such loss, damage, costs and expenses were caused, in material part, by the negligent or intentional act or omission of UA or its officers, employees or agents.
 - b. With respect to all actions, claims, demands and liabilities, and against all loss, damage, costs and expenses arising directly or indirectly out of (i) any violation of

this Agreement by UA's employees, agents or representatives, or (ii) the negligent act or omission or intentional misconduct of its employees in carrying out this MOU, or of the person in the jointly appointed position in fulfilling duties to UA, except to the extent any such loss, damage, costs and expenses were caused, in material part, by the negligent or intentional act or omission of CBMAA or its officers, employees or agents, UA shall be responsible to CBMAA provided, however, that any obligation of UA hereunder shall be determined by and under the rules and procedures of the Arkansas State Claims Commission.

- c. This Section shall survive the expiration or termination of this MOU for any reason.
5. **Term and Termination.** This MOU shall commence on the date last signed by both parties, for a term of 5 years. Either party may terminate this MOU on one year of written notice to the other party, provided that any existing obligations under this agreement relating to an appointment year may be allowed to conclude. This MOU may be extended upon written agreement signed by authorized representatives of the parties.
6. **Independent Parties.** The relationship of the parties to this MOU is that of independent contractors, and nothing herein shall be construed to create any agency, joint employer, joint venture, or partnership relationship between UA and CBMAA.
7. **No Rights in Third Parties.** Nothing in this MOU shall be construed to create any rights or expectation in any third parties.
8. **Disputes.** In the event of any disagreements arising out of this MOU, the parties agree to meet and confer in good faith. If the representatives of the parties have not been able to resolve the dispute within sixty (60) business days, the parties shall have the right to pursue any other remedies legally available to resolve such dispute.
9. **Nondiscrimination.** The parties agree not to discriminate against any individual on the basis of race, color, religion, sex, sexual orientation, age, disability, veteran's status, national origin, or any other basis protected under Federal or state law.
10. **Sexual Harassment; Workplace Misconduct.** The parties agree to promptly address any reports of sexual harassment, sexual assault, or other workplace misconduct involving the position. The parties shall promptly notify each other of any such reports and shall cooperate with any review of such matters.
11. **Governing Law; Legal Proceedings.** This MOU shall be governed by the laws of the State of Arkansas, without regard to its choice of law principles. Any legal action or proceeding arising out of or relating to this MOU must be conducted exclusively within the State of Arkansas and in no other jurisdiction. Notwithstanding any term or condition to the contrary, nothing herein shall be construed as a waiver of any immunities available to the University and/or its officers, employees, or agents.

12. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior written or oral proposals, agreements representations or understandings of any kind.
13. **Notices.** Any notice required be given under this MOU shall be in writing and delivered personally, by overnight courier, by facsimile with delivery confirmation received, by United States certified mail, or by e-mail with return receipt, addressed as follows:


To UA:

With a copy to: Office of the General Counsel
421 Administration Building
University of Arkansas
Fayetteville, AR 72701


To CBMAA: Rod Bigelow, Executive Director and Chief Inclusion & Diversity Officer
Crystal Bridges Museum of American Art
600 Museum Way
Bentonville, AR 72712

14. **Counterparts.** This MOU may be executed concurrently in one or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. The parties may execute this MOU via facsimile or e-mail attachment. Any change, modification, or waiver of any term of this MOU will not be valid unless it is in writing and signed by an authorized official of both parties.


Signatures


Gerry Snyder
Executive Director
University of Arkansas /
School of Art

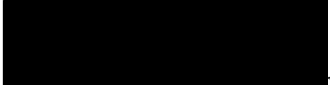
29 September 2021
Date


Todd Shields
Dean
University of Arkansas /
Fulbright College of Arts and Sciences

October 7, 2021
Date


Terry Martin
Interim Provost and Vice Chancellor
for Academic Affairs
University of Arkansas

11/11/21
Date


R6d Bigelow
Executive Director and Chief
Diversity & Inclusion Officer
Crystal Bridges Museum of American Art

11.05.2021
Date