

# Memorandum of Understanding

Between

The Board of Trustees of the University of Arkansas acting for and on behalf of the  
University of Arkansas for Medical Sciences

And

Lyon College Institute of Health Sciences

This agreement is made this 16<sup>th</sup> day of September between Lyon College, a private institution of higher education which is located at 2300 Highland Rd, Batesville, AR 72501 (hereinafter Lyon or Lyon College) and the Board of Trustees of the University of Arkansas acting for and on behalf of the University of Arkansas for Medical Sciences, located at 4301 West Markham Street, Little Rock, AR 72205 (hereinafter UAMS). Lyon and UAMS may hereinafter individually be referred to as a "Party" or "Institution", and collectively as the "Parties" or the "Institutions".

In the spirit of friendship and with mutual interest in cooperation, Lyon and UAMS enter into this Memorandum of Understanding (MOU) to promote joint educational and cultural collaboration and agree as follows:

## ARTICLE 1: SCOPE OF COLLABORATION

1.1 Areas of collaboration may be proposed by either Institution and may include, but are not limited to:

- Joint teaching, research, or cultural activity;
- Joint efforts regarding collaboration and development of current and future General Practice Residency programs.
- Mobility of faculty, scholars, and students between Institutions;
- Staff and Faculty professional development;
- Sharing or creation of General Practice Residency or Advanced Education in General Dentistry educational materials and resources.

1.2 Any specific activity developed under this MOU shall be detailed in a subsequent agreement, signed by each Party's authorized signatory, which will describe the scope of the proposed activity, intended outcomes, budget, and responsible departments or individuals.

1.3 All activities shall be subject to the availability of funds and the approval of each Party's authorized representatives.

1.4 Nothing in this MOU shall obligate either Party to enter into any subsequent agreement with the other Party.

## ARTICLE 2: DURATION AND EVALUATION

2.1 This MOU shall be in effect for a period of three (3) years from the last date of signature. Either party may request termination of this agreement, in writing, ninety (90) days prior to the proposed termination date. Any activities in progress at the time of termination shall be permitted to conclude as planned unless otherwise agreed in writing.

2.2 A joint evaluation of the MOU will be initiated by the designated representatives six (6) months prior to the expiration date. Following the evaluation, the MOU may be renewed and resigned for an additional five (5) year period.

2.3 Amendments to this MOU may be requested, in writing, by either Party and approved by the authorized signatories.

## ARTICLE 3: NON-DISCRIMINATION

The Parties agree not to discriminate on the basis of religion, race, creed, national or ethnic origin, sex, age, handicap, political affiliation, sexual orientation, disability or status as a veteran.

## ARTICLE 4: COMPLIANCE WITH LAW

The Parties specifically intend to comply with all applicable laws, rules and regulations as they may be amended from time to time. If any part of this MOU is determined to violate federal, state, or local laws, rules, or regulations, the Parties agree to negotiate in good faith revisions to any such provisions. If the Parties fail to agree within a

reasonable time to revisions required to bring the entire MOU into compliance, either Party may terminate this MOU upon thirty (30) days prior written notice to the other Party.

## ARTICLE 5: FORCE MAJEURE

In the event students are unable to complete an agreed upon collaboration activity described in Article 1 of this Agreement due to causes beyond the control of Lyon, including, but not limited to: acts of God; war; acts of the government; fires; floods; epidemics; quarantine restrictions; strikes, labor disputes or work stoppages; transportation contingency; and freight embargoes; other catastrophes or any similar occurrences beyond Lyon's reasonable control, Lyon will assist the affected students in finding an alternate site to complete an agreed upon collaboration activity described in Article 1 of this Agreement..

## ARTICLE 6: FERPA

The Parties acknowledge that information (if any) received from Lyon regarding students may be protected by the Family Educational Rights and Privacy Act ("FERPA"), and agree to use such information only for the purpose for which it was disclosed and not to make it available to any third party without first obtaining the Student's written consent, unless otherwise required by applicable law.

## ARTICLE 7: USE OF NAME

Neither Party shall use the name, logo, likeness, trademarks, image or other intellectual property of the other Party for any advertising, marketing, endorsement or any other purposes without the specific prior written consent of an authorized representative of the other Party as to each such use. UAMS may refer to the affiliation with Lyon in public information materials regarding any collaboration undertaken pursuant to Article 1 of this MOU. Lyon reserves the right to review and request modification of UAMS' reference to Lyon as necessary.

## ARTICLE 8: INDEPENDENT CONTRACTORS

Each Party is separate and independent and this MOU shall not be deemed to create a relationship of agency, employment, or partnership between or among the Parties. Each

Party understands and agrees that this MOU establishes an independent contractor relationship and that the agents or employees of each respective Party are not employees or agents of any other Party.

## ARTICLE 9: SEVERABILITY

The provisions of this MOU are severable, and if any provision of this MOU is found to be invalid, void or unenforceable, the remaining provisions will remain in full force and effect.

## ARTICLE 10: WAIVER

The waiver of any breach of any term of this MOU does not waive any subsequent breach of that or another term of this MOU.

## ARTICLE 11: ASSIGNMENT

No Party may assign this MOU or any rights or obligations under this MOU to any person or entity without the prior written consent of the other Party. Any assignment in violation of this provision is null and void.

## ARTICLE 12: GOVERNING LAW

This MOU shall be construed and enforced solely pursuant to the laws of the State of Arkansas (USA), without giving effect to the principles of conflicts of laws thereof and the Parties agree that this MOU shall be subject to the sole and exclusive jurisdiction of the state and federal courts located in the State of Arkansas (USA). UAMS is a public entity of the State of Arkansas and is entitled to sovereign immunity. The Parties agree that all claims, demands or actions for loss, expense, damage, liability or other relief, either at law or in equity, arising out of or related to the MOU against UAMS or its officers, employees, agents or designated representatives acting within the official scope of their position, must be brought before the Claims Commission of the State of Arkansas (the "Claims Commission"). Nothing in this MOU between Lyon College and UAMS shall be construed as a waiver of UAMS's sovereign immunity or UAMS's right to assert in good faith all claims and defenses available to it in any proceeding. The Parties agree that the foregoing governing law, jurisdiction and forum selections have been concluded as a result of arms-length negotiations and are not overly onerous or

burdensome to either Party. The United Nations Convention on Contracts for the International Sale of Goods ("UN CISG") shall not apply to this MOU.

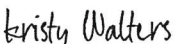
## ARTICLE 13: ENTIRE AGREEMENT

This MOU constitutes the entire agreement and understanding between the Parties as to the subject matter hereof and supersedes all prior discussions, agreements and undertakings of every kind and nature between them, whether written or oral, with respect to such subject matter. This MOU may subsequently be modified only by a written document executed by both Parties.

## ARTICLE 14: NOTICES


Any consent, waiver, notice, demand, request or other instrument required or permitted to be given under this MOU or any related agreements shall be in writing and shall be delivered by hand or sent prepaid telex, cable or facsimile transmission, or sent, postage prepaid, by registered, certified or express mail or reputable overnight courier service and shall be deemed given when so delivered by hand, telexed, cabled or transmitted, or if mailed, five (5) days after the notice is delivered to the courier service, addressed to the addresses set forth herein, or to such other address as may later be specified in writing by either Party.

For the Board of Trustees of the University of Arkansas acting for and on behalf of the University of Arkansas for Medical Sciences

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Kristy Walters  
Associate Vice Chancellor for Finance and Treasurer  
DATE: 9/13/2022 | 00:37:31 EDT

For Lyon College

  
Melissa Taverner  
President

DATE: 9/16/2022