

Memorandum of Agreement

University of Arkansas-Fayetteville and the University of Arkansas System Division of Agriculture

Memorandum of Agreement

The University of Arkansas Fayetteville (UAF) and the University of Arkansas System Division of Agriculture (UADA) have agreed to the following operating terms and procedures, as described within the sections below, beginning with FY24 operations. This Memorandum of Agreement not only reflects the formal codification of the agreement; more importantly it reflects an ongoing commitment to a spirit of comity and collaboration between the two entities.

It is recognized that the University of Arkansas Division of Agriculture contributes to the educational component of the University of Arkansas Fayetteville's land grant mission through funding of administrative support and other positions within the following comprehensive departments: Agricultural Economics & Agribusiness; Agricultural Education, Communications, & Technology; Animal Science; Biological & Agricultural Engineering; Crop, Soil & Environmental Sciences; Entomology and Plant Pathology; Food Science; Horticulture; Human Environmental Sciences; Poultry Science and Biological and Agricultural Engineering.

1. Finance Operations

- a. The University of Arkansas Fayetteville department of Finance and Administration provides certain financial services to the University of Arkansas Division of Agriculture. These services include, but are not limited to, the following:
 1. Annual Financial Statement Preparation
 2. State ASIS system administration
 3. UADA Graduate Assistant (GA) administration including but not limited to:
 - a. UADA GA position processing including hirings, terminations, and transfer verifications.
 - b. UADA GA waiver processing and reconciliation
 - c. UADA GA health insurance processing, reconciliation, and payment
 4. UADA employee payroll deduction processing and reconciliation for balances owed to UAF
 5. UADA employee tuition waiver processing and reconciliation
 6. UADA funded scholarship processing and reconciliation

7. Federal Fringe Benefit Rate submission
- b. UAF and UADA jointly agree that each party will provide the other with assistance in relation to accounting, budgeting, and other financial circumstances with respect to administering jointly funded cross-company employees in the Workday ERP system. In the spirit and interest of cooperation, both UAF and UADA agree that the value derived by both entities from this cooperation is of offsetting monetary value and agree that no charges shall be levied by either party upon the other for this assistance.
 - c. In the spirit and interest of cooperation, the parties agree to notify one another and communicate plans regarding raise pools and other budgetary matters, coordinating efforts when possible. This communication shall take place throughout each party's annual budget cycle, but it is expected that these communications will generally take place during the third quarter (January through March) of each fiscal year during the term of this agreement.
 - d. Each party maintains sole responsibility for establishing and maintaining their own control environment with respect to all aspects of financial operations including internal controls over financial reporting.
 - e. Each party currently completes its own annual, bi-annual, and other regularly required financial and operating reports for their respective institutions. This will remain the expectation for both parties during the term of this agreement. These reports and statements include, but are not limited to, the following:
 - 1. Annual ADHE reporting requirements
 - 2. Various Legislative Appropriation requests
 - 3. Various Grant and Sponsored Program reporting
 - 4. SEFA Reporting

2. People Operations

- a. Each party currently provides all Human Resources and benefits administration services for their respective employees. Employees with a more than 50% appointment to UAF and whose positions are funded more than 50% by UAF are considered UAF employees and employees with a more than 50% appointment to UADA and whose positions are funded more than 50% by UADA are considered UADA employees for purposes of this agreement. This will remain the expectation for both parties during the term of this agreement. These services include, but are not limited to, the following:
 - 1. Recruitment

2. Onboarding
3. Benefits administration (except as described in Section 9a)
4. Retirement benefits administration (except as described in Section 9b)
5. Termination/separation
6. Personnel Services Requests including submission and updates

3. Facilities Use

- a. The University of Arkansas Fayetteville and the University of Arkansas Division of Agriculture agree that physical space within the facilities or on the grounds owned by each party are used in equal measure by both parties for the benefit of both parties and this agreement calls for the continued shared use of space whether within buildings or on grounds specifically designated as UAF or UADA owned. In the spirit and interest of cooperation, both UAF and UADA agree that the value derived by both entities from the shared use of space is of offsetting monetary value and agree that no charges shall be levied by either party upon the other for this ongoing use.
- b. The University of Arkansas Fayetteville, and the University of Arkansas Division of Agriculture further agree that should specific circumstances warrant, including but not limited to, an instance where one party occupies or utilizes more than 75% of a facility owned by the other party, the parties will work in good faith to determine appropriate remuneration.
- c. Nothing in this section shall be interpreted to prevent either party from charging a facility use or rental fee to the other party for specific space when in the normal course of business, the use of that space would be accompanied by a facility use or rental fee that would normally be charged. This includes, but is not limited to, charging facilities use or rental fees for conference spaces, ballrooms, or other spaces for which either entity normally charges.

4. Facilities Management Services

- a. The University of Arkansas Department of Facilities agrees to provide certain facilities management services to the University of Arkansas Division of Agriculture as a part of this agreement. These facilities management services are generally provided ad-hoc or as needed/requested and include, but are not limited to, the following:
 1. Elevator Service contracts or calls
 2. Back-flow inspection and certification
 3. Generator and transfer switch inspections
 4. Automated External Defibrillator (AED) consumable replacements
 5. Fire Equipment inspection and replacement

6. Boiler and Pressure Vessel Insurance inspections
 7. Environmental Health and Safety Hazardous Waste services
 8. Other ad-hoc or one-time services as requested
- b. Given the nature of these service offerings, the University of Arkansas Department of Facilities is currently, and will continue to, bill the University of Arkansas Division of Agriculture directly for these services during the term of this agreement.

5. Information Technology Services

- a. The University of Arkansas Information and Technology Services department provides various Information Technology services to the University of Arkansas Division of Agriculture. These services include, but are not limited to, the following:
1. Website hosting
 2. SharePoint Site hosting and access
 3. Perceptive Content Database hosting and access
 4. Faculty Information System hosting and access
 5. Uark.edu Account creation and management
 6. Data Warehouse hosting and access
- b. Each party shall be responsible for the operation, maintenance, and ongoing support of its instance of the Workday ERP system. Security roles in Workday may be assigned, where appropriate and agreed to by the Security Partners of both entities, to UAF employees for UADA hierarchies or to UADA employees for UAF hierarchies as may be necessary for visibility of information and correctness in review of transactions.
- c. Each party shall be responsible for all aspects of the operation, maintenance, and ongoing support of its own data and information security services.
- d. The University of Arkansas Information and Technology Services department also provides services, which are currently, and will continue to be, billed by the University of Arkansas Information and Technology Services department directly to the University of Arkansas Division of Agriculture. These services include, but are not limited to, the following:
1. Cell Phone Service
 2. Various Software Licenses
 3. Telephone Service (VoIP)

6. Scholarship and Research Administration

- a. The University of Arkansas Division of Research and Innovation provides the University of Arkansas Division of Agriculture access to and use of the research administration software including but not limited to Streamlyne, GrantForward, InfoReady, and Visual Compliance.
 1. The University of Arkansas Division of Research and Innovation is currently, and will continue to, directly bill the University of Arkansas Division of Agriculture for their allocation of the annual Streamlyne software subscription, administrative overhead, and professional services costs.
 2. The parties agree to work together and negotiate in good faith to determine the appropriate annual allocation of the Streamlyne software subscription, administrative overhead, and professional services costs and to update this mutually agreed upon allocation periodically (the necessity of such updates to be determined jointly by both parties) throughout the life of this agreement.
- b. Both the UAF OSP and AAES Grants Office will collaborate on submission, management, and reporting of grant awards involving UAF and UADA faculty. The UAF OSP will process grants of UAF faculty, and the AAES Grants Office will process UADA faculty. Faculty with a more than 50% appointment to UAF are considered UAF faculty and UAF OSP will process their grants. Faculty with a more than 50% appointment to UADA are considered UADA faculty and the AAES Grants Office will process their grants. This is to be followed unless there is a competitive advantage or other agreed upon benefit to the routing via the minority appointment. This benefit is to be articulated and agreed upon by UADA and UAF.
- c. When the UAF or UADA submit proposals to federal agencies, for example, with unique credentials including both Data Universal Numbering System (DUNS) and Employer Identification Number (EIN), they are independent companies. They will treat each other as subcontractors for grant activity when necessity dictates adherence to this strict definition. Administrative charges on subcontracts between the UAF and UADA shall not be applied to the first \$25,000 of an award.
- d. The UADA and UAF maintain joint participation in most research compliance committees.
 1. These committees include the Institution Review Board, Institution Biosafety Committee, the Institutional Review Board (IRB), Toxic Substance Committee (TSC), and Radiation Safety Committee. The

UADA and UAF will continue to operate the joint Patent and Copyright Committee.

2. There are two Institutional Animal Care and Use Committees (IACUC). The first is operated by UADA for farm animals (UADA IACUC), and the second is the UAF IACUC for laboratory animals. These two committees operate independently of each other. For farm animal research, the UADA IACUC handles review and approval of protocols. In addition, UAF faculty protocols involving farm animals are reviewed by the UADA IACUC. Conversely, UADA faculty research involving non-ag animals (e.g. rodents) is reviewed by the UA IACUC. The UADA IACUC and UAF IACUC are responsible for program and facility reviews for UADA and UAF programs and facilities, respectively.
- e. Employees with a more than 50% appointment to UAF are considered UAF employees and may serve as principal investigators on proposals to internal UAF funding opportunities (e.g., Chancellor's Innovation Fund, Commercialization and GAP funding, Arkansas Biosciences Institute) and to calls for UAF internal limited submission competitions. Employees with a more than 50% appointment to UADA are considered UADA employees and may not serve as the lead investigator on these UAF opportunities, but they may serve as co-investigators on the projects.
- f. The UADA and UAF cooperate and hold laboratory safety paramount. Environmental Health & Safety (EHS) has primary responsibility for chemical hygiene, hazardous waste management and training for the UAF, while the senior associate vice president for agriculture-research from the UADA (or designee) is responsible for implementing and monitoring policies in UADA Facilities. In UADA facilities, faculty, regardless of their unit, submit protocols involving the use, storage and disposal of toxic substances under UADA auspices for TSC review and approval as appropriate. In Campus Facilities, faculty, regardless of their unit, submit protocols involving the use, storage and disposal of toxic substances under UA auspices for TSC review and approval.
- g. The UAF and UADA will continue to collaborate on matters of export control. For collaboration between the UAF and UADA, the responsibility to manage export control requirements follows the majority appointment of the grantee. UADA will cost-share the base software license costs (Visual Compliance) for restricted parties screening.
- h. The respective units (UAF and UADA) are responsible for their own pre- and post-award activities for their faculty unless there are specific agreed upon benefits to deviate from this norm. Each will use their own EINs for all grant

submissions.

- i. The policy governing Research Misconduct approved by the Faculty Senate on November 9, 2011 shall remain in effect. This policy is adapted from sample policy and procedures published by the United States Public Health Service Office of Research Integrity (ORI) in compliance with 42 CFR Part 93.

7. Security Services

- a. The University of Arkansas Police Department will provide complete law enforcement and security services to the University of Arkansas Division of Agriculture on all their properties in Northwest Arkansas and consultation as requested in other areas in the state. These services include but are not limited to, the following:
 1. Regular patrol in vehicles and on foot, building security checks and traffic law enforcement on Highway 112 and on UADA property.
 2. Emergency medical response
 3. Investigative services
 4. Clery data collection, archiving, and reporting

8. Transit Services

- a. Razorback Transit will provide specific transit and paratransit route service to the University of Arkansas Division of Agriculture.
- b. The portion of Transit Route 21, north of the intersection of Melmar Drive and Garland Avenue represents the transit route dedicated to the University of Arkansas Division of Agriculture.

9. Surplus Property Services

- a. The University of Arkansas Division of Agriculture will manage the surplus property process for all UADA assets.
- b. Should the University of Arkansas Division of Agriculture, be precluded from managing the surplus property process for a particular UADA asset(s), the University of Arkansas Fayetteville may manage the surplus property process for UADA according to the terms outlined within this section;
 1. UADA Responsibilities
 - a. Prepare and certify UADA assets to be transferred to UAF Surplus Property

- a. Blannco wipe or clear all information storage/memory capable devices (computers, laptops, cell phones, tablets, iPads, thumb drives etc.) of all UADA information.
 - b. Removal of all oils, fluids, coolants, biohazardous and radioactive materials from equipment.
 - b. Prepare and email a list of all identified items for surplus to surplusw@uark.edu.
 - c. Initiate transfer of ownership of assets to UAF Surplus Property
 - d. Certify all assets with Pre-Surplus Codes.
 - e. Pay all UADA surplus property related Marketing and Redistribution fee invoices.
2. UAF Surplus Property Responsibilities
 - a. Remove approved UADA assets from campus buildings and transport them to the UAF Surplus Property Warehouse.
 - b. Manage the storage, sale, scrapping, disposal etc. of UADA Surplus Property assets.
 - c. Obtain all UADA Marketing and Redistribution Certificate of Property Disposal approvals.
 - d. Scan and save all completed UADA Surplus Property documentation into a shared (UADA/UAF Surplus) file.
 - e. Forward all UADA surplus property related Marketing and Redistribution fee invoices to the appropriate UADA Business Unit.
3. UAF Surplus Property does not dismantle, remove, transport or accept modular units, dividers, parts or tablet-arm chairs.
4. For those UADA assets for which UAF manages the surplus property process, UADA agrees to provide UAF with all net proceeds from the sale of the surplus property asset(s).
5. Should UADA desire for UAF to take on, permanently, the management of UADA's surplus property process, either for a particular asset(s) or in its entirety, the entities agree to negotiate in good faith any additional remuneration that may be necessary prior to UAF assuming permanent management on behalf of UADA.

10. Benefits

- a. Current UADA employees - including both Agricultural Experiment Station (AES) and Cooperative Extension Service (CES) employees will have access to the current benefits and discounts applicable to UAF employees. Current employee benefits subject to this provision are found at: <https://hr.uark.edu/benefits/other/index.php>.
 1. With respect to tuition benefits, as is the current practice, UADA is responsible for, and will provide payment to UAF for, the value of the tuition benefits received by UADA, AES, and CES employees. Tuition benefits are found here: <https://hr.uark.edu/benefits/other/tuition-benefits.php>.
- b. Retired UADA employees who held joint appointments between UAF and UADA will receive benefits and discounts customarily awarded to those who worked on campus. UAF will maintain these customary benefits and discounts as long as they are also being provided to employees with 100 percent UAF appointment and meet the University's guidelines for retiree benefit eligibility. Current University guidelines for retiree eligibility and retiree benefits subject to this provision are found at: <https://hr.uark.edu/benefits/retirement/retiree-privileges.php>.

11. Library Access

- a. The University of Arkansas Libraries will provide library services and access to the full volume of its academic resources including materials specifically procured and maintained for their relevance to the academic and research needs of UADA.
- b. The current annual value of these resources is \$51,000 and shall be paid annually by UADA to UAF by June 30th of each fiscal year this agreement remains in effect.

12. Indirect Cost Revenue Share

- a. University of Arkansas Division of Agriculture generated indirect costs related to sponsored research will be allocated according to the following structure:
 1. University of Arkansas - Fayetteville – 55%
 2. UADA (including allocations to UAF Bumpers College) – 45%

13. **Management of Joint Appointments, Promotion and Tenure, and Off-Campus Duty Assignments**

- a. **Joint Appointments:** Faculty hired during the term of this agreement will be provided, at the time of the offer of employment, a distribution of effort between UAF, to be either teaching or research, and UADA, including both Agricultural Experiment Station (AES) and Cooperative Extension Service (CES). This distribution of effort may change upon agreement of the appropriate UAF Dean and the appropriate UADA Associate Vice President for Agriculture.
- b. **Promotion & Tenure:** Faculty hired during the term of this agreement with a minimum 20% UAF appointment will be eligible for a tenured or tenure-track position with the minimum 20% assignment for the UAF-budgeted appointment, to be in either teaching or research. Faculty eligible for a tenured or tenure-track position are subject to UAF Academic Policy 1405.11, including but not limited to provisions regarding promotion, tenure, and post-tenure review. UAF and UADA jointly commit to financial support of tenured or tenure-track faculty positions at the level agreed upon at the faculty member's initial appointment. Any change to the position's financial commitment must be jointly approved by both entities.
- c. **Off-Campus Duty Assignments:** Off-campus duty assignments for full-time faculty are governed under Academic Policy 1435.40. Faculty with a UAF appointment are eligible to apply for an off-campus duty assignment with the same eligibility criteria as 100% UAF faculty. Proposals for OCDA are reviewed and recommendations made to the UAF Provost by both the appropriate UAF Dean, the Senior Associate Vice President for Agriculture, and the Vice President for Agriculture. The Provost makes recommendations to the UAF Chancellor who will review and make recommendations to the UA System President. A report of the President's actions will be sent to the appropriate UAF Dean and the Senior Associate Vice President for Agriculture.

14. **Intellectual Property (IP) and Outside Employment**

- a. Intellectual property (IP) and outside employment policies apply to employees based upon their majority appointment and to Graduate Assistants based upon their advisor's majority appointment. Employees or Graduate Assistants with advisors with a more than 50% appointment to UAF are considered UAF employees or Graduate Assistants and UAF policies regarding intellectual property (IP) and outside employment apply. Employees or Graduate Assistants with advisors with a more than 50% appointment to UADA are considered UADA employees or Graduate Assistants and UADA policies regarding intellectual property (IP) and outside employment apply.

15. Conflict of Interest

- a. Conflict of Interest policies apply to employees based upon their majority appointment. Employees with a more than 50% appointment to UAF are considered UAF employees and UAF policies regarding conflict of interest apply. Employees with a more than 50% appointment to UADA considered UADA employees and UADA policies regarding conflict of interest apply.
 1. UAF Conflict of Interest policy: <https://vcfa.uark.edu/fayetteville-policies-procedures/vcri/4040.php>
 2. UADA Conflict of Interest policy: <https://uada.edu/docs/policies/PMGS-18-01.pdf>

16. Comprehensive Departmental Reviews

- a. In accordance with Academic Policy 1620.10, each academic degree program offered at UAF must be reviewed periodically.
- b. UAF will provide resources to UADA to help support the costs of comprehensive departmental reviews equivalent to those resources provided to other academic departments within UAF.
- c. Current policy found at: <https://provost.uark.edu/policies/162010.php>

17. Agreement Modifications

- a. Each party agrees to work with the other in the event circumstances warrant, whether due to a material change regarding the services provided or a material change in the needs of either party with respect to this agreement, to negotiate in good faith regarding updated, modified, or new agreement terms while this agreement remains in effect.

18. Primary Contacts:

- a. Contacts for notifications in relation to this agreement are as follows:
 1. University of Arkansas Fayetteville:
 - a. Cale Fessler
Associate Vice Chancellor for Budget, Financial Planning, and
Business Affairs
cfessler@uark.edu
(479) 575-5828

2. University of Arkansas Division of Agriculture:
 - a. Matt Brown
Associate Vice President for Finance & Administration
dmbrown@uada.edu
(501) 671-2032

19. Other Agreements

- a. Both parties acknowledge that there are additional specific service and cost sharing agreements between them, primarily with respect to information technology or shared data within certain applications. Nothing in this agreement prevents the parties from continuing, modifying, or entering new agreements of this nature. To the extent those agreements are more specific, they shall control.

20. Agreement Term

- a. This agreement is for a term of three fiscal years, FY24 through FY26. This agreement will then automatically renew for a new term of three fiscal years upon the expiration of any prior three fiscal year term. The parties agree to review the terms of the agreement prior to the expiration of any three fiscal year term and negotiate in good faith any updates or changes to the agreement as may be warranted.
- b. Termination: Either party may terminate this agreement with one fiscal year's notice. Either party must give notice to the other of their desire to terminate this agreement by June 30th of any fiscal year, after which, this agreement will terminate on June 30th of the following fiscal year.

This MOA is hereby adopted on this ___ day of _____, 202_, as signified below: