

RURAL VETERINARY STUDENT SCHOLARSHIP AGREEMENT

I, _____, agree that by acceptance of a scholarship, if awarded, I will abide by the terms and conditions as set forth herein.

1. **Acceptance of Award.** I agree to comply with all terms of this Agreement and all provisions of, as applicable, Act 706 of 2023, Ark. Code Ann. §§ 2-16-215 et seq, and all other applicable laws and rules.

2. **Voluntary Acceptance.** I understand and agree that I have entered into this Agreement voluntarily and as a statutory requirement for receipt of the scholarship.

3. **Disbursement.** I understand and agree that all scholarship disbursements shall be made directly to an institution of high education and in a manner convenient for the Department and in accordance with all relevant laws and rules. I understand that each institution of higher education has different processes and methods for accepting third-party scholarships, and that the Department will make reasonable efforts to resolve issues with the institution of higher education. I understand and agree that payment of any tuition or fees are my ultimate responsibility, and the Department is not responsible or liable for any late fees or other expenses assessed against me by my institution of higher education.

4. **Breach.** I acknowledge and understand that failure to comply with the terms and provisions of this Agreement or applicable laws shall be considered a material breach of this Agreement and shall entitle the Department to exercise any remedies provided under law, including without limitation recovery of grant funds by collections or filing an action in a court of competent jurisdiction.

5. **Eligible Institutions.** I represent and warrant that I am enrolled in or entering a Doctor of Veterinary Medicine degree program at an institution of higher education.

6. **Degree Requirement.** I agree that I shall perform the following:

- a) Complete a veterinary medicine degree program that results in the award of a Doctor of Veterinary Medicine.
- b) Obtain advanced training in public health, livestock biosecurity, foreign animal disease diagnosis, regulatory veterinary medicine, and zoonotic disease. The required advanced training can be fulfilled by completing USDA accreditation modules pertaining to the areas listed in the Act – public health, livestock biosecurity, foreign animal disease diagnosis, regulatory veterinary medicine, and zoonotic disease. This will be verified by submitting the certificates for each module to the Livestock and Poultry Division’s Animal Health Section in care of our State Veterinarian.
- c) Complete an externship and mentoring requirement with a licensed and accredited veterinarian in rural Arkansas. The externship can be arranged through your school’s appropriate office and should be at least two (2) weeks in length. A completion certificate will be sent to the State Veterinarian. The mentoring program will be at least six (6) months in length. Completion will be verified by a letter from the mentor to the State Veterinarian.

7. **Work Requirement.** I agree to engage in the full-time practice of veterinary medicine either (a) in a county in Arkansas that has a population of fewer than forty thousand (40,000) people or (b) in a registered veterinary premises under a licensed veterinarian where food-animal patients make up at least fifty percent (50%) of the veterinarian’s practice as of the date I entered into this Agreement. I agree to commence a full-time veterinary practice within ninety (90) days of completing a veterinary medicine degree program or post-degree training program (graduate school, internship, residency program, etc.),

whichever occurs later. I shall satisfy these work requirements for a period of twelve (12) continuous months for each separate year I receive an award.

8. Repayment. Upon failure to satisfy the terms of paragraph 7, I agree that I shall repay to the Arkansas Department of Agriculture, within ninety (90) days of the failure to satisfy the obligation to engage in the full-time practice of veterinary medicine, the amount equal to the scholarship awarded to me, less the prorated amount based on any periods of practice of veterinary medicine that meet the requirements of this section, plus interest calculated at the prime rate of interest plus two percent (2%) compounded annually from the date the award was received.

9. Governing Law, Jurisdiction, and Venue. I understand and agree that this Agreement shall be governed by the laws of the State of Arkansas. I agree that the sole jurisdictions and venues of any legal action arising from this Agreement shall be Pulaski County Circuit Court, Arkansas. Nothing in this Agreement shall be construed as a waiver of sovereign immunity by the State of Arkansas.

10. Documentation. I agree that I will be required to provide documentation establishing completion of all requirements of this Agreement, and that I will provide such documentation promptly to the Department upon completion of an individual requirement or upon request.

11. Miscellaneous Provisions. I understand and agree:

- a) If I am engaging in the full-time practice of veterinary medicine under this Agreement in a county that no longer meets the population requirement after the date that this Agreement, both parties shall continue to hold the terms of the agreement in full force and effect subject to the remaining requirements.
- b) An obligation to engage in the practice of veterinary medicine in accordance with this section shall be tolled during any period of temporary medical disability during which an individual obligated under this Agreement is unable to practice veterinary medicine due to the temporary medical disability or any other period of postponement approved by the Department.
- c) An obligation to engage in the practice of veterinary medicine in accordance with this Agreement shall be satisfied if:
 - i. the obligation to engage in the practice of veterinary medicine in accordance with this Agreement has been completed, or
 - ii. the Recipient is unable to practice veterinary medicine due to death or permanent disability.
- d) Scholarship awards are contingent upon the availability of funds.

WHEREFORE, I hereby execute this Agreement with the Department, intending to be bound by its terms and all applicable laws and rules.

Recipient Signature

Date