

## ARKANSAS AGRI 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 an institution of higher education that offers:

(a) An undergraduate degree program at an institution of higher education located in the State of Arkansas that is related to agriculture, or

(b) A post-graduate degree program at an institution of higher education located either in the State of Arkansas or outside of the state of Arkansas that is related to agriculture or veterinary medicine.

6. **Degree Requirement.** I agree that I shall obtain a degree from an institution of higher education that meets the criteria of paragraph 5 of this Agreement within six (6) years of receipt of a scholarship award.

7. **Work Requirement.** I agree to work full-time in the state of Arkansas at least two (2) years after my graduation from a degree program described in paragraph 4 of this Agreement, and that such shall commence no later than one (1) year after graduation.

8. **Repayment.** In the event of breach under paragraph 4, I agree that I shall be responsible for full repayment of all scholarship amounts awarded to me under this Agreement. I agree that any amounts owed to the Department shall be considered a debt to the Department and shall become immediately due upon breach. I agree that I shall be responsible for the costs of collection of such debt, including without limitation legal costs, attorney fees, and judgment interest.

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. **Funds.** I understand that 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