



DIVISION OF AGRICULTURE
RESEARCH & EXTENSION

University of Arkansas System

The Board of Trustees of the University of Arkansas, acting for and on behalf of the University of Arkansas System Division of Agriculture ("UA Division of Agriculture"), hereby grants permission for Company to use the pilot plant facilities, located within the UA Division of Agriculture's Food Science Department, to manufacture food products for retail or consumption ("Products").

The UA Division of Agriculture assumes no responsibility for injury or product liability.

The Company shall at all times during the term of this Agreement and thereafter, indemnify, defend and hold UA Division of Agriculture, its trustees, directors, officers, employees and affiliates, harmless against all claims, proceedings, demands and liabilities of any kind whatsoever, including legal expenses and reasonable attorneys' fees, arising out of the death of or injury to any person or persons or out of any damage to property, or resulting from the production, manufacture, sale, use, consumption or advertisement of the Products.

While using the pilot plant facilities, the Company shall comply with all of the GMPs and pilot plant instructions.

Before the Company sells or otherwise offers Products to consumers, the Company shall obtain and carry in full force and effect commercial, general liability insurance, which shall protect both the Company and UA Division of Agriculture.

Such insurance shall:

1. be written by a reputable insurance company authorized to do business in the State of Arkansas,
2. shall list UA Division of Agriculture as an additional named insured thereunder,
3. shall be endorsed to include product liability coverage and
4. shall require thirty (30) days written notice to be given to UA Division of Agriculture prior to any cancellation or material change thereof.

The limits of such insurance shall not be less than one million dollars (\$1,000,000) per occurrence with an aggregate of two million dollars (\$2,000,000) for personal injury or death, and one million dollars (\$1,000,000) per occurrence with an aggregate of two million dollars (\$2,000,000) for property damage. The Company shall provide UA Division of Agriculture with Certificates of Insurance evidencing the same.

Signature: _____ Date: _____
 Name: _____
 Title: _____
 Company: _____
 Address: _____

Reviewed by: _____

J. F. Meullenet
Professor and Head, Food Science Department

Signature: _____ Date: _____

Clarence E. Watson
Associate Vice President for Agriculture Research
Director of the Arkansas Agricultural Experiment Station