

INTERACTIONS WITH FOREIGN ADVERSARIES AND INSTRUMENTALITIES

I. Purpose

The purpose of this policy is to establish guidelines and procedures to be followed when a campus is offered any gift; offered or proposes to enter any contract; participates in a cultural exchange agreement; enters or renews an agreement or partnership with educational institutions or other institutions based in a foreign adversary; or enters or renews a research partnership involving a foreign adversary, intermediary or affiliate of a foreign adversary, or foreign instrumentality. This policy also addresses hiring, travel, and software agreements.

II. Definitions

The following definitions apply to the requirements of this policy.

- A. "Affiliate organization" means an entity under the control of or established for the benefit of an organization addressed herein including a foreign adversary.
- B. "Agreement" means a written or spoken statement of mutual interest in a cultural exchange agreement or an academic or a research collaboration with a foreign adversary or an affiliate organization of a foreign adversary.
- C. "Contract" means an agreement for the acquisition by purchase, lease, or barter of property or services for the direct benefit or use of either of the contracting parties.
- D. "Cultural Exchange Agreement" means an agreement between a foreign adversary and an institution of higher education that aims to promote cultural or intellectual relations.
- E. "Foreign Adversary" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Bolivarian Republic of Venezuela, the Syrian Arab Republic, and a foreign terrorist organization as designated by the United States Secretary of State.
- F. "Foreign instrumentality" means an agency, bureau, ministry, component, institution, association, or any other legal, commercial, or business organization, corporation, firm, or entity that is substantially owned, controlled, sponsored, commanded, managed, or dominated by a foreign government as defined in Ark. Code Ann. § 6-60-1602.
- G. "Gift" means a gift, an endowment, an award, a donation of money or property of any kind, a combination of any of the listed items, or a conditional or unconditional pledge of any the listed items.

- H. “Partnerships” means a faculty or student exchange program, study abroad program, matriculation program, recruiting program, or dual degree program.
- I. “Research” means a scientific investigation or development that involves technologies, designs, or technical data considered sensitive enough to potentially impact national security, and therefore requires strict controls on export or transfer to foreign entities.

### III. Processes

#### A. Gift Agreements

If an institution is offered a direct or indirect gift that is equal to or greater than \$250,000 from a foreign adversary or an intermediary or affiliate organization of a foreign adversary, the institution shall disclose the proposed gift to the Board prior to entering the gift by using a standard form approved by the General Counsel of the University. The disclosure shall be made prior to the next regularly scheduled Board meeting.

The Board will issue a final decision on whether and what conditions the institution may receive the gift within 30 days of receiving the disclosure. The Board will reject a gift from a foreign adversary unless the gift addresses an overwhelming state or national interest beyond simply acquiring additional funds. No institution shall finalize a gift agreement until the Board has issued its decision.

#### B. Contracts

If an institution has been offered or has proposed a direct or indirect contract that is equal to or greater than \$250,000 from a foreign adversary or an intermediary or affiliate organization of a foreign adversary, the institution shall disclose the proposed contract to the Board prior to entering the contract by using a standard form approved by the General Counsel of the University. The disclosure shall be made prior to the next regularly scheduled Board meeting.

The Board shall issue a final decision on whether and what conditions the institution may enter the contract within 30 days of receiving the disclosure. The Board shall reject the contract unless there is an overwhelming state or national interest in accepting or entering the contract. No institution shall enter in a contract until the Board has issued its decision.

#### C. Cultural Exchange Agreements

An institution shall not participate in a cultural exchange agreement with a foreign adversary or entity controlled by a foreign adversary unless the agreement (a) addresses an overwhelmingly underaddressed state or national need and (b) avoids constraining the freedom of contract of the public entity; avoids allowing the curricula or values of the program in the state to be directed, controlled, or influenced by the foreign

adversary; and avoids promoting an agenda detrimental to the safety or security of the state, residents of the state, and the United States.

Prior to entering into any cultural exchange agreement, each institution must share the proposed agreement with the Department of Inspector General to determine if the agreement is detrimental to safety or security. An institution may not enter into the agreement if the Department of Inspector General determines the agreement is detrimental to safety or security.

#### D. Partnerships or Agreements

By no later than July 1 of each year, each institution must submit to the Board the following information relating to partnerships and agreements with educational and other institutions based in foreign adversaries: data reflecting any program, agreement, partnership, or contract between an institution and any college, university, or entity that is based in or controlled by a foreign adversary; data reflecting any office, campus, or physical location used or maintained by an institution of higher education in a foreign adversary; and the termination date of any program, agreement, partnership, or contract.

The Board will submit a report, by December 1<sup>st</sup> of each year to the Governor, the President Pro Tempore of the Senate, and the Speaker of the House of Representatives containing the identified information.

#### E. Research Partnerships

Prior to entering or renewing a research partnership with a foreign instrumentality, the institution should (a) ensure that it maintains sufficient structural safeguards to protect the intellectual property of the institution and (b) disclose the research partnership to the Board by using a standard form approved by the General Counsel of the University. The disclosure shall be made prior to every regularly scheduled Board meeting.

The Board will determine and notify the institution if sufficient structure safeguards exist to protect the intellectual property of the institution.

Any proposed research partnership agreement should reflect that the Board has full discretion to reject or terminate a research partnership agreement, at any time or for any purpose, with an academic or research institute located in a foreign adversary.

#### F. Software

Institutions are prohibited from using or contracting with entities domiciled, controlled, or owned by companies or other entities domiciled in foreign adversary countries that host, operate, or own software or software programs.

G. Screening Requirements for Hiring and Research and Foreign Travel to a Foreign Adversary Country

For institutions with federal research expenditures exceeding \$10,000,000, each institution shall implement the requirements of Ark. Code Ann. § 6-60-1610 for screening requirements and Ark. Code Ann. § 6-60-1611 for foreign adversary travel. Each institution shall provide an annual report to the Board by July 1<sup>st</sup> identifying official university travel to a foreign adversary country, in the prior fiscal year, that identifies each traveler, location visited, and institution visited.

September 26, 2025 (Adopted)