

November 2001

LETTER OF AGREEMENT
between
UNIVERSITY OF NEVADA, RENO (UNR)
and
DESERT RESEARCH INSTITUTE (DRI)

1. In order to provide support for DRI animal subjects research programs; and ensure compliance with applicable laws and regulations governing the use of vertebrate animals in research, testing, and teaching activities in the University and Community College System of Nevada (UCCSN); the DRI and UNR have entered into this Letter of Agreement (LOA). This agreement will become effective upon signature of the representatives of these two organizations and will remain in effect until terminated by either party. Either party may terminate the agreement with 90 days written notice of intent to terminate it delivered to the other party.

2. As part of this agreement, UNR will provide:

- a. Pre-activity review and approval/disapproval of research, testing, or teaching activities to be conducted by DRI personnel using vertebrate animals. This review will be conducted by the UNR Institutional Animal Care and Use Committee (IACUC).
- b. If required, on-site review of animal use activities by a University veterinarian.
- c. If required, on a space available basis and to the limited capabilities of the UNR Central Animal Facility, housing for DRI animals.
- d. Monthly billings for any charges incurred as a result of housing DRI animals in UNR facilities.

3. As part of this agreement, the DRI agrees to:

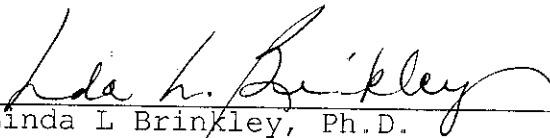
- a. Ensure that any animal use activity is compliant with applicable laws and regulations governing vertebrate animal use within the UCCSN.
- b. Submit requests for *a priori* approval of animal use, on the UNR "Protocol for Animal Care and Use" form, to the UNR IACUC in accordance with the Committee's procedures. Further, DRI acknowledges that, as stipulated in the Federal Animal Welfare Act, IACUC disapprovals are absolute and cannot be overridden by institutional officials.
- c. Pay for any housing (i.e., *per diem*) charges for DRI animals being maintained at UNR.

d. Pay for any travel expenses necessary for University veterinarians to conduct on-site reviews of animal use activities.

4. Upon mutual agreement of the personnel of the parties to this agreement, either party may provide minor or incidental support to the other party (e.g., telephone consultation with University veterinarians, attendance at local planning meetings in the Reno area, etc.).

5. Any substantive changes to this agreement must be documented in written form signed by appropriate representatives of both parties. For purposes of this section, the authorized representative for UNR is Dr. Linda L. Brinkley, Vice President for Research and Dean of the Graduate School and for the DRI Dr. James Coleman, Vice President for Research and Business Development.

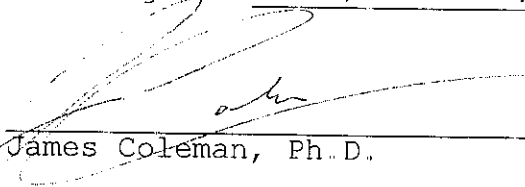
FOR UNR:


Linda L. Brinkley, Ph.D.

Date Signed:

11-30-01

FOR DRI:


James Coleman, Ph.D.

Date Signed:

12-4-01