

AN INTERLOCAL AGREEMENT BETWEEN

WASHINGTON STATE UNIVERSITY

AND

UTAH STATE UNIVERSITY

TO ESTABLISH A

COOPERATIVE PROGRAM IN VETERINARY MEDICAL EDUCATION

This AGREEMENT (the "Agreement") is made and entered into by and between WASHINGTON STATE UNIVERSITY, an institution of higher education and an agency of the state of Washington, hereinafter referred to as "WSU," and UTAH STATE UNIVERSITY, an institution of higher education and an agency of the state of Utah, hereinafter referred to as "USU", for the purpose of creating the Washington and Utah Cooperative Program in Veterinary Medical Education, hereinafter referred to as the "WU" or "WU Program." WSU and USU may be individually referred to herein as a "Party" or collectively as the "Parties."

Recital

WHEREAS, this agreement is entered into pursuant to the Washington Interlocal Cooperation Act, Chapter 39.34, Revised Code of Washington).

WHEREAS, there presently exists a great demand for educational opportunities in the field of veterinary medicine in the states of Washington, Idaho, Utah, and the remaining Western Interstate Commission for Higher Education (WICHE) states, at a time when a demand in society for these professional services is high.

WHEREAS, the Parties desire to share facilities, faculty, and operating support in order to equitably share in the cost of educating veterinary students and to provide a high quality educational program leading to the Doctor of Veterinary Medicine (DVM) degree.

WHEREAS, WSU and USU wish to cooperate by combining resources in order to provide a diverse and high quality educational experience that will result from the additional facilities, instructional program, animal resources, and other attributes now present in their

respective states. This cooperation will also minimize duplication in costs of new facilities that would be required to develop a separate four-year DVM instructional program in Utah by utilizing the teaching facilities and professional personnel in Utah at USU for the first two years of the WU Program, and then utilize the teaching facilities and professional personnel and resources at WSU and its existing network of educational partners for the final two years of the WU Program.

WHEREAS, the following benefits to each Party are anticipated as a result of the regional WU Program:

- a) Assurance that the curriculum leading to the DVM degree prepares veterinarians with the quality educational background required to meet the increasing demands for veterinary services in each state and within the WICHE region.
- b) A broader base of support for a program of veterinary medical education, making possible greater regional cooperation in research and service and facilitating regional and federal support.
- c) Assurance of predictable and increased access to education in veterinary medicine for students in Utah.
- d) Increased services for animal industries and public health that result from a program, school, or college of veterinary medicine.
- e) Expenditure within Utah of a significant portion of the funds allocated for the WU Program by that state.
- f) Increased efficiency through the joint use of facilities, faculty and educational resources that are located in each state.
- g) Greater clinical exposure for students to the various aspects of veterinary medicine

because of the availability of diverse and increased clinical resources.

WHEREAS, WSU and USU seek to establish this cooperative program in veterinary medical education in order to improve the ability of each Party to meet the needs outlined above and to promote the most efficient use of the resources available at each institution.

WHEREAS, the Parties recognize that the activities pursuant to this Agreement represent, in many respects, pioneering efforts in interstate and inter-institutional cooperation and that modifications or amendments to this Agreement may be necessary as the WU Program evolves.

WHEREAS, The Trustees of USU, by resolution adopted at their meeting held October 8, 2010, have approved and authorized the terms of this Agreement, and The Regents of the Utah System of Higher Education, by resolution adopted at their meeting held December 9, 2010, have approved and authorized the terms of this Agreement, and The Regents of WSU reviewed this agreement as an information item at their meeting held January 28, 2011,

NOW, THEREFORE, it is agreed as follows:

I. Establishment of Washington Utah Cooperative Program in Veterinary Medical Education
(“WU Program”)

WSU and USU hereby agree to establish the Washington and Utah Cooperative Veterinary Medical Education Program (WU Program) in accordance with terms of this Agreement.

II. Purpose

This Agreement provides the ways and means by which WSU and USU will develop and conduct the WU Program. USU will develop and conduct, in concert with WSU, the first two years of the WU DVM program in Utah, in parallel with the first two years of the WSU DVM Program.

Subsequently, WSU and USU will cooperate to provide twenty (20) WU program students, who are from USU and Utah residents, with access to enrollment in the 3rd year of the WSU DVM Program at WSU. Upon satisfactory completion of the 3rd year curriculum, these students will progress into the 4th year of the WSU DVM Program. USU may wish to enroll up to ten (10) non-Utah resident students in the first two years of the WU DVM Program at USU and to have these additional students enroll at WSU in the 3rd and 4th years of the WSU DVM Program. In this event, conditions specified in Section VII herein pertain to non-Utah resident students who enter the WU DVM Program at USU.

This Agreement provides an affiliation between WSU and USU to achieve a more efficient use of educational, research and service resources available in the two states for veterinary medical education.

III. Obligations of the Parties – Availability of Funds

The parties recognize that the obligations of each pursuant to this Agreement are subject to the availability of funds provided therefore by legislative and funding allocation authorities of each state. In the event USU fails to provide adequate funds to maintain the agreed financial support level in accordance with the terms of Article VII herein, the agreed-upon number of admitted USU WU Program students to the WSU DVM program will be either reduced proportionately, or this Agreement may be terminated by either Party pursuant to Article XI of this Agreement.

IV. Administration of the Program

A. The WSU Board of Regents is the governing body of the WSU College of

Veterinary Medicine (CVM) and has delegated responsibility to the WSU President or designated appointee for administrative matters pertaining to the WU Program.

Administration of the WU Program at USU will be in accord with USU local administration through the College of Agriculture and the Department of Animal, Dairy, and Veterinary Sciences, in cooperation with the administration of the WSU CVM Dean's Office.

The WU Program at USU will be accredited as part of WSU CVM's accreditation. WSU will continue as an officially recognized free standing College of Veterinary Medicine by the American Veterinary Medical Association's Council on Education hereinafter referred to as the accrediting agency. The WSU CVM, in cooperation with the WU Program at USU, will work with the accrediting agency to address any accreditation issues that may result from implementing the WU Program. Successful implementation of the WU Program for purposes of accreditation depends on USU developing the 1st and 2nd year curriculum of the WU Program at USU in concert with WSU CVM, and USU WU sponsored students receiving the 3rd and 4th years of the DVM educational program at WSU.

B. Committees:

Functions and compositions of committees that serve the WU program will be determined by approved WSU-CVM bylaws.

A separate USU WU Program Admissions Committee will work with the WSU CVM Director of Admissions and the WSU CVM Admissions Committee to establish the most efficient staffing mechanism for processing Utah student applications. Admission of the students into the USU portion of the WU Program will be in accord with the procedures outlined in Article VIII herein.

The WU Program will have a joint Curriculum Committee with USU representation. The joint Curriculum Committee, working with the WSU CVM Dean's office and the WU Program faculty from WSU and USU (WU Program Faculty) will have general oversight of the WU Program course content across the WSU and USU sites.

USU faculty will have representation on the WSU CVM Student Progress Committee. USU students will be subject to the same academic standards as WSU students. USU representatives on the Student Progress Committee will participate in discussions of all students, whether the students spend all 4 years at WSU or attend both USU and WSU in the WU Program.

The DVM Course Committees for 1st and 2nd year courses will be chaired by the Course Director of the WSU course. Membership on the Course Committees will consist of all faculty who teach in the course, whether at USU or WSU.

All courses in the WU program must be approved by majority vote of WU Program faculty upon recommendation of the joint Curriculum Committee. Consideration for approval will include a review of the course content, course objectives, and qualifications of the proposed instructor by the curriculum committee, and the usual approvals according to established policies and procedures that govern faculty and academic programs on the respective campuses.

V. Facilities

WSU will provide office, classroom, laboratory, diagnostic, and clinic facilities, and self-learning resource space on WSU Pullman campus and other sites that support the WU Program.

USU will provide office, classroom, laboratory, diagnostic, and clinic facilities, and self-learning resource space on the USU campus and other sites that support the WU Program.

It is understood and agreed that WSU and USU shall not be required to provide physical facilities in another state as part of its obligation under this Agreement.

VI. Faculty

The local WSU and USU WU Program administrations will be responsible for hiring their respective faculty, evaluating their teaching performance and taking action as required with regard to all personnel matters relating to faculty under local WSU or USU supervision who participate in the WU Program. Such responsibilities include termination, tenure decisions, promotions, salary adjustments and similar matters. Employment, evaluations, and other personnel matters relating to such faculty or other employees shall be conducted under the supervision and rules of the respective governing boards and the established policies and procedures of WSU and USU. However, the local responsibilities of WSU and USU over matters relating to their faculty notwithstanding, WSU and USU WU Program administrators agree that the Dean or designee at WSU CVM will be advised, consulted and involved, as appropriate, when faculty search processes are conducted and a hire is made at USU. USU program administration will consult with the WSU Dean or designee on how WU faculty job descriptions are written, how the USU search is progressing, and who is hired. Where possible, a WSU faculty member from the appropriate department or school will be appointed to serve on the USU WU faculty search committees. Where possible and with mutual interest, USU WU faculty can be appointed to serve on WSU CVM faculty search committees. A performance review of any WU teaching faculty member will be provided upon the request of the WSU CVM Dean or the USU WU Program administrator.

WSU and USU WU Program administrators agree on uniformity and consistency in

student evaluations of USU and WSU teaching faculty. USU WU Program faculty will be part of the established WSU CVM peer review of teaching process, student evaluation, and other faculty and course assessment processes as they exist and evolve.

VII. Financial Responsibilities: Basis of Financial Support for WU Program in Veterinary Medical Education.

WSU and USU are each responsible for their own facility, capital, and maintenance and operating costs of facilities. In order to accommodate the additional USU WU Program students in the 3rd year of the WSU DVM Clinical Medicine and Surgery Curriculum, WSU will need to make minor renovations and provide additional equipment in the small animal surgery teaching laboratory and support facilities in McCoy Hall. WSU and USU agree that at the beginning of the fiscal year (anticipated to be FY14) that precedes the arrival of the first USU class of WU Program students at WSU, USU as part of this agreement will provide WSU CVM with \$75,000 in one-time minor renovations and equipment funds to support the necessary expanded student capacity of the CVM's Junior Surgery Teaching laboratory and support areas. The renovation work and equipment purchase and installation will need to be completed and operational in advance of the first USU WU students to enroll at WSU in the 3rd year of the WSU DVM curriculum. WSU CVM will invoice USU WU program for this one-time support up to a year in advance of the first USU WU students to enroll at WSU in the 3rd year of the WSU DVM curriculum.

The USU WU Program support for years 1 and 2 of the DVM program at USU will be at such a level as determined by USU and Utah funding authorities, that will support a fully accredited (in accordance with standards set forth by the American Veterinary Medical

Association [AVMA], Council on Education [COE]), component of the WSU DVM program and be consistent with and comparable in content, scope, delivery and quality to the WSU DVM curriculum in years 1 and 2. Adequacy of this support will be determined by the Dean of the WSU CVM and the AVMA COE. This support level is not otherwise addressed in this Agreement.

This Agreement sets forth the basis for Utah's USU WU Program annual per student support level to be paid to WSU in consideration of the WSU CVM agreement to provide access to and enrollment of USU WU program sponsored Utah resident students in the 3rd and 4th years of the WSU DVM program.

Per this Agreement, the USU WU program Utah resident per student support fee to be paid by USU to WSU for students enrolled at WSU in years 3 and 4 of the DVM curriculum will be based on the FY11 WICHE per student support fee, which is \$29,100. As set forth in the following paragraph, the base support fee amount will be adjusted by the percentage factor below to the year that the first group of USU WU Program, Utah resident students will enroll at WSU CVM. Assuming that the USU WU Program begins and the first class of 20 USU WU Utah resident students are enrolled in Utah in FY13, the 2nd class of 20 students are enrolled in Utah in FY14, WSU will enroll 20 USU WU resident students in the 3rd year of the WSU DVM program in FY15, and will enroll a total of 40 USU WU resident students (20 3rd year and 20 4th year) in FY16. USU will continue to provide annual per student support fees as noted below for a total of 40 Utah resident WU Program students per year who are provided enrollment access at WSU in the DVM program (20 in year 3 and 20 in year 4) for each subsequent year of this Agreement.

The USU WU Program Utah resident per student annual support fee base amount in FY11 is \$29,100 and, per this agreement, will be increased 2% per year, which results in the following USU WU Program support fees to be paid to WSU assuming the WU program development schedule noted above:

FY15 \$31,499 per student annual support fee x 20 USU WU students = \$ 629,980

FY16 \$32,129 per student annual support fee x 40 USU WU students = \$1,285,160

For future years beginning in FY17 and beyond, the USU WU Program Utah resident per student annual support fee will be increased each year by the percentage equal to the State of Washington inflation rate for goods and services used by the Washington State Office of Financial Management (OFM) for state budget planning purposes. In no event, including any period of deflation, shall the annual support fee be reduced below the previous year's fee.

USU WU Program Utah resident students will enroll at WSU for their 3rd and 4th years of the WSU DVM program and be responsible for payment to WSU of the equivalent of the WSU DVM resident tuition and fees plus those mandatory WSU student fees that exist at the time of and during their enrollment at WSU. Utah resident students sponsored by USU under the WU Program and this Agreement will not be permitted to establish Washington State residency during their enrollment in the WU program for purposes of alleviating payments of the USU WU Program Utah resident per student annual support fee.

In the event that USU wishes to enroll into the WU Program up to 10 additional USU students who are not residents of Utah (non-resident students), USU will pay WSU a non-resident student support fee that is the sum of: i) the equivalent annual per student support fee for resident USU

WU students; and ii) the equivalent of the WSU DVM resident student tuition and fees plus those mandatory WSU student fees that exist at the time of and during their enrollment at WSU. Utah non-resident students sponsored by USU under the WU Program and this Agreement will not be permitted to establish Washington State residency during their enrollment in the WU program for purposes of alleviating payments of the USU WU Program Utah non-resident per student annual support fee. In no case will USU enter into any contract or agreement with another state or entity for the education of veterinary students from that state or entity through the WU Program without the written consent of WSU CVM.

WSU CVM will invoice USU for the WU Program resident and non-resident student annual per student support fees (one-half each semester) at the beginning of each semester (by September 15 and February 15) based on the 10th day enrollment counts for USU WU Utah resident and non-resident students enrolled at WSU in the 3rd and 4th years of the DVM program. USU agrees to remit payment to WSU for the invoices by October 15 and March 15 of each semester. USU WU Program Utah resident students are responsible for the payment of the WSU DVM tuition and fees and mandatory student fees per their WSU student registration fees that will be billed by WSU Student Accounts as part of the WSU registration and enrollment process.

In the event that USU WU program sponsored students enrolled at WSU in the 3rd and 4th years of the WSU DVM curriculum withdraw from the program, the WSU registration policies and procedures regarding refunds of tuition and fees and mandatory student fees will apply.

The per student support level will include operating costs of the DVM instructional program including direct instruction, college level instructional administration, Animal Health Library, teaching related activities including scholarly activity, faculty effort on university and

college committees, DVM student advising, the selection process involving admissions, and related employee benefits.

VIII. Admissions and Students

Admission policies for the WU Program will be those of the WSU CVM when this Agreement goes into effect. Subsequent modification of admissions policies will be proposed by the joint WSU and USU WU Program Admissions Committees in accordance with WSU CVM policies and procedures, and adopted by joint approval of the WSU USU WU Program faculty. Operating under these policies and under the direction of the WSU Director of Admissions, a separate USU WU Program Admissions Committee will screen applications and make recommendations to the Dean of the WSU CVM, who has final decision-making authority regarding admission of Utah-sponsored WU Program students.

Academic standards and essential requirements for all WSU and USU students in the WU Program will be those of the WSU College of Veterinary Medicine at the time this Agreement becomes effective. Subsequent modification of academic standards and essential requirements will be proposed through the office of the WSU CVM Associate Dean for Student and Academic Affairs in accordance with WSU CVM policies and procedures, and adopted by joint approval of the WSU USU WU Program faculty. All WU Program students will be subject to the procedures of the joint WU Program Student Progress Committee in coordination with the WSU CVM Associate Dean for Student and Academic Affairs and the USU local WU Program administrator.

IX. Curriculum

A. Courses

All courses of the WU curriculum must be approved by the joint Curriculum Committee, the WSU and USU program administrators, and other appropriate WSU and/or USU committees and administrators, in accordance with rules, regulations and WSU CVM bylaws that apply to WU program curriculum matters at WSU and USU. The curriculum at both sites must meet the standards of the fully accredited DVM program delivered at WSU (in accordance with standards set forth by the American Veterinary Medical Association [AVMA], Council on Education [COE]), and USU courses must be consistent with and comparable in content, scope, delivery and quality to the WSU DVM curriculum in years 1 and 2. Adequacy of the joint WU curriculum will be determined by the Dean of the WSU CVM and the AVMA COE. WSU will offer the entire four-year DVM curriculum to Washington residents, Idaho-sponsored students, WICHE students, and other non-resident students. USU will offer the first 2 years of the DVM curriculum to USU WU Program-sponsored Utah residents, and any USU WU Program non-resident students, if any. WSU will provide the 3rd and 4th years of the DVM curriculum to the USU WU sponsored Utah residents who will enroll at WSU following their successful completion of the first two years of the WU program at USU. Some WU program courses or course material for portions of year 1 and 2 may be delivered to USU WU students by WSU faculty via distance education or web based education. Likewise, USU faculty might deliver some WU program courses or course material to WSU WU students via distance education or web based education. In each case, WSU and USU WU faculty will jointly decide on the courses and course material that will be delivered inter-institutionally by these methods. WSU and USU will negotiate a separate written agreement on the terms and amount of reimbursement for such effort.

B. Review of the Curriculum

Curriculum development and assessment is the responsibility of the collective WSU and USU WU Program faculty under the guidance of the WSU Associate Dean for Student and Academic Affairs, the WSU Associate Dean for Teaching and Learning, and the joint WU Program Curriculum Committee. As needed and directed, ad hoc faculty committees of the joint faculty and administration of the WSU and USU WU Program will also be responsible for curriculum planning and assessment in the WU Program.

C. Graduate and Other Cooperative Programs

Programs leading to graduate degrees will not be considered a part of this Agreement. However, regional cooperation in graduate programs will be encouraged and members of the WSU and USU faculties may be appointed to the graduate faculty of the other institution according to existing policies and regulations of each institution.

Details concerning cooperative programs of research and service, education of non-DVM students and graduate students, and continuing education may be covered in separate agreements between WSU and USU.

X. Awarding of Degrees

The degree of Doctor of Veterinary Medicine will be conferred on graduates by the Board of Regents of WSU as the accredited College of Veterinary Medicine.

XI. Termination

It is understood and agreed that the financial support responsibilities and payments of

USU to WSU per this agreement are subject to the appropriation of funds by the Utah Legislature to USU. If the required support level per student is not provided, student numbers will either be proportionately reduced, or the Agreement may be terminated by either Party as provided below.

WSU and USU agree to provide each other with at least a one year advance notice in writing of intent to terminate the agreement. It is agreed that students in the program will be allowed to complete their programs of instruction if the agreed upon level of financial support per student is continued to allow an orderly program phase out.

In the event of termination by either party, those students already admitted to WU Program from USU will be able to continue pursuant to terms of this Agreement until their expected graduation, provided USU continues to provide the agreed upon financial support level to WSU for those students, so that an orderly phased completion may occur. If USU discontinues financial support for USU WU program students who are admitted to WSU, those students would have the option to continue in the WSU DVM program under the condition that they pay the existing WSU DVM non-resident tuition and fees and mandatory student fees that exist for out of area students at that time for the duration of their program.

XII. Non-Discrimination

Each party certifies that it will not discriminate in the performance of this agreement on the basis of race, color, creed, national origin, religion, gender, sexual orientation (to include perceived gender identity), honorably discharged veteran or military status, physical, mental or sensory disability, or use of a trained dog guide or other service animal, in compliance with (a) Presidential Executive Order 11246, as amended, including the Equal Opportunity Clause

contained therein; (b) Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans Readjustment Act of 1974, as amended, and the Affirmative Action Clauses contained therein; (c) the Americans with Disabilities Act of 1990, as amended; and (d) applicable non-discrimination laws of the state of Washington. The parties further agree they will not maintain facilities which are segregated on the basis of race, color, religion or national origin in compliance with Presidential Executive Order 11246, as amended, and will comply with the Americans with Disabilities Act of 1990, as amended, regarding programs, services, activities and employment practices.

XIII. Effective Date, Duration, and Filing Requirements

Copies of this Agreement shall be filed with the Whitman County Auditor, the Secretary of State of Washington, and with the ADVS Department and Office of Vice President for Business & Finance at Utah State University prior to its entry into force. The Agreement shall be effective upon execution of the parties, accomplishment of all filing requirements, and any approval required by law, and shall continue until terminated by either party as provided for herein. The Agreement may be terminated by either of the Parties upon due notice in accordance with the terms of Article XI herein.

XIV. Notices

All notices, payments, requests, consents, approvals, or other communications which may be required under this contract shall be given as follows:

A. Washington State University
College of Veterinary Medicine, Business & Finance Office
P.O. Box 647010
Pullman, WA 99164-7010

With Copy To:

Office of Vice President for Business & Finance
P.O. Box 641045
Pullman, WA 99164-1045

B. Utah State University
Department of Animal, Dairy, and Veterinary Sciences, Business Manager
4815 Old Main Hill
Logan, UT 84322-4815

With Copy To:

Office of Vice President for Business & Finance
1445 Old Main Hill
Logan, UT 84322-1445

XV. Amendments

This Agreement may be amended by the mutual consent of the Parties, executed in writing by an authorized representative of each Party, and appended herewith.

XVI. Dispute Resolution

In the event that a dispute arises under this Agreement that the parties can't resolve, they shall allow the dispute to be decided by a Dispute Panel in the following manner: each party to this Agreement shall appoint one member to the Dispute Panel, and the members so appointed shall jointly appoint an additional member to the Dispute Panel. The Dispute Panel shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Panel shall be final and binding on the parties hereto. The parties shall equally share the costs, if any, for the services of the Dispute Panel.

XVII. Hold Harmless

Each party to this Agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents in the performance of this Agreement. No party to this Agreement shall be responsible for the acts and omissions of those entities or individuals not a party to this Agreement.

XVIII. WSU Insurance/Tort Claims

WSU and its officers, employees, and agents, while acting in good faith within the scope of their official WSU duties, are covered by the State of Washington Self-Insurance Program and the Tort Claims Act (RCW 4.92.060 et seq.), and successful claims against WSU and its employees, officers, and agents in the performance of their official WSU duties in good faith under this Agreement will be paid from the tort claims liability account as provided in RCW 4.92.130.

USU and its officers, employees, and agents, while acting under the color of their authority within the scope of their official USU duties, are covered by the State of Utah's Self-Insurance Program and the Utah Governmental Immunity Act (U.C.A. Section 63G, Chapter 7 et seq.), and successful claims against USU and its employees, officers, and agents in the performance of their official USU duties in good faith under this Agreement will be paid from the tort claims liability account maintained by the state of Utah Division of Risk Management Services.

XIX. Records Maintenance

The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of party, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six year after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

XX. Family Educational Rights in Privacy Act (FERPA)

Each party agrees to comply with all applicable statutes and regulations governing privacy of student records, including, but not limited to, the requirements of FERPA (12 U.S.C. 1232g) and implementing regulations.

XXI. Force Majeure

In the event that the parties' obligations under this Agreement are substantially delayed, prevented or rendered impractical by fire, flood, riot, earthquake, civil commotion, war, strike, lockout, labor disturbances, exposition, sabotage, accident or other casualty, act of GOD, any law ordinance, rule or regulation which becomes effective after the date of this Agreement, or any other cause beyond the reasonable control of either party, then the parties shall be released from performance under this Agreement. Both parties hereby waive any claim for damages or compensation for such delay or failure to perform, other than obligations incurred up to the date of such force majeure.

XXII. Waiver

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing signed by an authorized representative of the party and attached to this Agreement.

XXIII. Assignment

The rights and obligations of the parties hereunder may not be assigned in whole or in part without the express prior written consent of the other party.

XXIV. Severability

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this

Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

XXV. Independent Capacity

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees and agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

XXVI. Successors and Assigns

This Agreement shall inure to the benefit of and be binding upon the heirs, successors and assigns of the parties hereto.

XXVII. Entire Agreement

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto.

XXVIII. Signatures

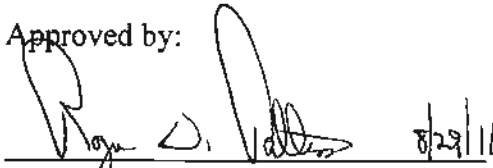
The parties affirm they have designated the persons below to have signature authority for the parties. By their signatures on this Agreement, the parties agree to comply with all of its terms and conditions.

WASHINGTON STATE UNIVERSITY


Approved by:


Office of the Provost


Approved by:


Office of VP for Business & Finance

Recommended by:

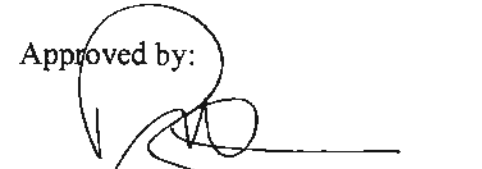

Bryan K. Slinker, Dean
College of Veterinary Medicine

Approved as to Form:



Assistant Attorney General

UTAH STATE UNIVERSITY

Approved by:



Office of the Provost

Approved by:


Office of VP for Business & Finance

Recommended by:


Noelle E. Cockett, Dean
College of Agriculture


Kenneth L. White, Head
Department of Animal, Dairy, and
Veterinary Sciences

Approved as to Form:


General Counsel