

**Memorandum of Agreement  
For Use of  
Wet Lab Facilities**

**Aquaculture Research Institute (ARI), University of Idaho**

*This signed Memorandum of Agreement (MOA) and the items listed below must be turned in to the ARI prior to the commencement of your project.*

**Warranty:** The ARI will perform the services within the limits of prescribed hatchery operation methods and procedures and aquatic animal culture principles, consistent with the level of care and skill ordinarily exercised by hatchery facilities currently practicing under similar conditions and circumstances and performing similar services. All other warranties, expressed or implied are excluded.

**Limitation of Liability:** ARI expressly rejects all provisions and terms contained on client purchase orders and/or similar forms. Each party agrees that it will be responsible for its own acts and the results thereof. **The client agrees** that it will assume all risk for any loss, cost, or damage resulting to ARI research animals, equipment, supplies, or systems at any time due to any act or acts of negligence or the failure to exercise proper precautions on the part of the client's agents or employees, while occupying or visiting the premises under and pursuant to the MOA. **The client's liability** to ARI is limited to, and shall not exceed, the actual cost of repair or replacement of said animals, equipment, supplies, or systems.

**ARI agrees** that it will assume all risk for any loss, cost, or damage resulting to the client's equipment or supplies at any time due to any act or acts of negligence or the failure to exercise proper precautions on the part of ARI agents or employees, while maintaining the facilities and health of the resident aquatic animals, and while performing whatever additional tasks the client and the ARI agreed upon. ARI does not assume risks or costs due to losses arising from uncontrollable circumstances. (e.g. Power outage, disease, mechanical failures, etc) **ARI's liability** to clients is limited to the actual cost of repair said equipment, or supplies, but shall not exceed the amount paid by the client for ARI's services. ARI and the client agree that ARI services and obligations are intended to benefit the client only and are not intended to benefit any third parties.

I have read the above information and the *Guidelines and Protocols for Use of Aquatic Research Laboratories* of the Aquaculture Research Institute (ARI) and agree to abide by all policies, regulations, and guidelines set forth therein. I understand that a breach of this agreement may result in immediate termination of my project and removal of the research animals from the facility.

Attached hereto, or provided to the ARI prior to performance of any work in the wet labs, are the following items:

**Date Submitted**

- Request for Use of Research Facilities** \_\_\_\_\_
- Description of the Experimental Design** \_\_\_\_\_
- Approved Animal Care and Use Protocol** \_\_\_\_\_
- Disease-free Certification for All Live Organisms** \_\_\_\_\_

User's Signature \_\_\_\_\_

Date \_\_\_\_\_