DISPOSITION OF RESEARCH & TEACHING ANIMALS

PURPOSE: Duke University will dispose of animals no longer required for research, testing, or teaching through ethical, practical, humane, and reasonable methods.

BACKGROUND: Duke University will adhere to applicable animal use laws, rules, regulations, and guidelines (e.g., 9th CFR, PHS Policy, Guide for Care and Use of Laboratory Animals, AAALAC & AZA standards, international, state, and local laws. Animals used for teaching, testing, or research and housed, or maintained by Duke faculty, staff, or employees for these purposes are the property and responsibility of Duke University. This policy includes GMAs (Genetically Modified Animals) and other manipulations of animals owned by Duke. This excludes privately-owned (client-owned) animals engaged in short term research projects (e.g., dog cognition or veterinary clinical trials).

ADMINISTRATION: This policy is administered by:
• Non-DLC Animals: The Director, Division of Laboratory Animal Resources (DLAR); or
• DLC Animals: The Director, Duke Lemur Center (DLC).

Each Director serves as the disposition authority for animals or tissues generated from the operations of each activity. Direct administration of specific items outlined in this policy will be performed by the administering agent or their delegate(s). Exceptions to this policy must be approved by both the Duke University Office of Counsel and the IACUC.

NOTE: This policy does not apply to: Research, teaching, or testing collaborations between Duke and other institutions in which animal ownership, financial support, or data sharing occurs between Duke and the institution (as defined in the standing Memorandum of Understanding).

DEFINITIONS:
• Sale – the exchange of a live animal or animal tissue for money above and beyond the cost of pre-transport handling/preventative procedures and transportation, for compensation or profit. The transaction includes transfer of ownership of live animals or animal tissue from Duke to the purchasing agent.
• Gifting – giving of a live animal or animal tissue as a donation or bequest without the exchange of money, excluding any cost of pre-transport handling/preventative procedures and transportation, not for compensation or profit. The transaction includes transfer of ownership of live animals or animal tissue from Duke to the receiving agent. For the purposes of this policy, gifting only applies for transfer to another institution. Duke does NOT gift animals or animal tissues to a member of the general public.
• Loans – temporary borrowing of live animal(s) or animal tissues for an approved purpose (e.g., exhibition or conservation of the species). Duke maintains ownership of the animal
or animal tissues. For the purpose of this policy only animals belonging to the Duke Lemur Center may be loaned.

- **Adoption** – transfer of ownership of a live animal to an individual for use as a pet. For the purpose of this policy only animals administered by the Director of DLAR can be considered for adoption.

**POLICY:**

1. **OVERARCHING ISSUES:**

   a. Animals or tissues from Duke-owned animals shall first be used for Duke IACUC-approved research, testing, or teaching efforts (including exhibition), if appropriate.

   b. Duke-owned animals available for disposition at the conclusion of the original approved activity may be transferred to another approved Duke protocol (e.g. experimental use, training, tissue collection, technical process development, or campus-sponsored exhibition).

   c. If the animals or animal tissues are no longer appropriate for Duke-approved research, testing, or teaching efforts, then the animals or animal tissue may be disposed by the following methods:

      i. Humane euthanasia as described in the most current AVMA Guidelines on Euthanasia (humane euthanasia is not covered by this policy);

      ii. Sale of animals or animal tissue in accordance with this policy;

      iii. Gifting of animals or animal tissues in accordance with this policy;

      iv. Loan of animals in accordance with this policy; or

      v. Adoption of an animal or animals by an individual in accordance with this policy.

      vi. Transferred (sale, gift, or loan) - A transfer for a sale, gift, or adoption severs Duke’s ownership of the animal.

   d. Animals available for disposition may be held

      i. In DLAR under the Duke DLAR Holding Protocol, and/or

      ii. At the DLC under routine animal care SOPs and/or the DLC protocol ‘Staff Support for the Research at the DLC.’

   e. Animals will only be gifted, sold, or loaned to USDA-registered or licensed institutions, when applicable. Institutions must be AAALAC-accredited, AZA-accredited, or equivalent.

   f. Duke University does not guarantee the health or condition of disposed animals.

   g. Prior to the delivery of a disposed animal, a transfer and release agreement in the form attached to this policy as Schedule A or B and entitled "Transfer of Liability and Release", equivalent, or appropriate agreement from the DLC, must be executed both by an authorized Duke administering agent and by an authorized senior official at the receiving institution.

   h. Non-USDA covered species transferred, gifted, or sold as part of research involving GMA are exempt from this policy, but confirmation of IACUC approval at the receiving institution and approved transport from the receiving institution is required prior to completing the sales and shipment documentation. This information is captured through the DLAR animal export process.
i. Exceptions to this policy may be considered by the Directors of DLAR/DLC, however all exceptions must be approved by both the Duke University Office of Counsel and the IACUC.

j. Duke will not advertise available animals outside of Duke. Internal Duke communication is authorized, if necessary.

2. SALES OF ANIMALS OR ANIMAL TISSUES (e.g. hard tissue, soft tissue, blood, fluids, etc.): Animals or tissues may be made available for sale pursuant to applicable governing statutes, regulations and Duke University policy.

NOTE: Sale of any live USDA-covered species is NOT permitted.

a. Animals or animal tissue may be sold to institutions or individuals at institutions who have a scientific purpose or educational need for the animal / animal tissue. No other sales of animals or animal tissue will be authorized.

b. Animals or animal tissues may not be sold to members of the general public nor without a scientific purpose or educational need.

c. No sale of live animals may take place until a copy of the receiving Institutional Animal Care and Use Committee (IACUC) approval for animal use is received and the use is determined to be justified by the Directors of DLAR/DLC and/or the Duke IACUC.

d. No animals will be euthanized solely for the purpose of tissue collection without a Duke-approved protocol requiring tissues of a deceased animal.

e. Animals will not be sold to or for:
   i. Petting zoos or similar venues,
   ii. Food sources for other animals or humans,
   iii. Re-sale as in pet shops or fairs,
   iv. Use as breeding stock to produce offspring that will subsequently be sold, or
   v. Other purposes deemed as inappropriate by the Directors of DLAR/DLC.

f. Tissues recipients must sign:
   1. An agreement indicating their understanding that the tissues are of animal origin and may pose unknown and unrecognized health or safety risks.
   2. An assumption of all liability associated with the use of such tissue

g. Any permitting or approvals required for the animals or tissues (e.g. federal authorizations, shipping permits, etc.) must be obtained by the recipient prior to release of the animal or animal tissues from Duke.

h. A TRANSFER OF LIABILITY (Schedule A, including indemnity provisions), or appropriate agreement from the DLC, must be executed by an authorized Duke administrative agent and also executed by an authorized senior administrative official at the receiving institution.

NOTE: Selling may include transportation cost. Transfer of ownership should occur at the time the animal leaves Duke Property or is under the possession of the intermediate handler or carrier.
3. **GIFTING OF ANIMALS OR ANIMAL TISSUES**: Animals or tissues may be made available for gifting pursuant to applicable governing statutes, regulations and Duke University policy.
   
   b. Animals will only be gifted to USDA-registered or licensed institutions, when applicable. Institutions must be AAALAC-accredited, AZA-accredited, or equivalent.
   
   c. For all gifts of animals, A TRANSFER OF LIABILITY (Schedule A) will be completed (including indemnity provisions), or appropriate agreement from the DLC, must be executed by an authorized Duke administrating agent and also executed by an authorized senior administrative official at the receiving institution.
   
   d. Animals or animal tissue may be gifted to Institutions or individuals at institutions who have a scientific purpose, educational need, or propagation of the species for the animal or animal tissue. Breeding for scientific purposes (e.g., specific genotypes of scientific interest, conservation of the species or in accordance to a species survival plan) may be allowed.
   
   e. **IACUC Approval**
      
      i. Live animal loaning will not occur until a copy of the receiving Institutional Animal Care and Use Committees (IACUC) approval for animal use is received by and the use is determined to be justified by the Directors of DLAR/DLC, and/or the Duke IACUC, OR
      
      ii. Animals may be loaned to museums or zoological parks, or other facilities for which animals are not required to be covered by an IACUC, when said facility is a licensed USDA Exhibitor (if they house or will house USDA-covered species and covered under the AWA/AWR). Live animal loaning will not occur without assurance of a veterinary care program determined to be appropriate by the Directors of DLAR/DLC, or their designee(s).
   
   f. Animals will not be gifted to or for:
      
      i. Petting zoos or similar venues,
      
      ii. Food sources for other animals or humans,
      
      iii. Re-sale as in pet shops or fairs,
      
      iv. Use as breeding stock to produce offspring that will subsequently be sold, or
      
      v. Purposes deemed as inappropriate by the Directors of DLAR/DLC.
   
   g. Under no circumstance will live non-human primates animals be gifted to any individual.
   
   h. **Tissues recipients must sign:**
      
      1. An agreement indicating their understanding that the tissues are of animal origin and may pose unknown and unrecognized health or safety risks.
      
      2. An assumption of all liability associated with the use of such tissue

4. **LOANING ANIMALS or Tissues (DLC ONLY)**: Animals or tissues may be made available for loan (long term or short term) pursuant to applicable governing statutes, regulations and Duke University policy.
a. DLC animals will only be loaned to USDA-registered or licensed institutions, when applicable. Institutions must be AAALAC-accredited, AZA-accredited, or equivalent.

b. A TRANSFER OF LIABILITY (Schedule B), or appropriate agreement from the DLC, will be completed (including indemnity provisions) and must be executed by an authorized Duke official and by an authorized senior administrative official at the receiving institution.

c. Animals or animal tissue may be loaned to Institutions or individuals at institutions who have a scientific purpose, educational need, or propagation of the species for the animal or animal tissue. Breeding for scientific purposes (e.g., specific genotypes of scientific interest, conservation of the species or in accordance to a species survival plan) may be allowed.

d. IACUC Approval
   i. Live animal loaning will not occur until a copy of the receiving Institutional Animal Care and Use Committees (IACUC) approval for animal use is received by and the use is determined to be justified by the Directors of DLAR/DLC, and/or the Duke IACUC, OR
   ii. Animals may be loaned to museums or zoological parks, or other facilities for which animals are not required to be covered by an IACUC, when said facility is a licensed USDA Exhibitor (if they house or will house USDA-covered species and covered under the AWA/AR). Live animal loaning will not occur without assurance of a veterinary care program determined to be appropriate by the Directors of DLAR/DLC, or their designee(s).

e. No sub-loaning of animals is permitted. Disposition of the loaned animal will be determined by the DLC.

f. Animals will not be loaned to or for:
   i. Petting zoos or similar venues,
   ii. Food sources for other animals or humans,
   iii. Re-sale as in pet shops or fairs,
   iv. Use as breeding stock to produce offspring that will subsequently be sold, or
   v. Purposes deemed as inappropriate by the Directors of DLAR/DLC.

g. Under no circumstance will live non-human primates animals be loaned to any individual.

h. Tissues recipients must sign:
   1. An agreement indicating their understanding that the tissues are of animal origin and may pose unknown and unrecognized health or safety risks.
   2. An assumption of all liability associated with the use of such tissue

5. **ADOPTION OF ANIMALS (DLAR ONLY):** When animals are no longer appropriate for use in research and teaching, the animals may be made available for adoption by individuals as pets pursuant to applicable governing statutes, regulations and Duke University policy.
   a. For adoption to occur, several conditions must be met. Individuals seeking approval to adopt an animal must:
i. Agree not to use the animal as a food source; AND

ii. Agree to care for the animal in a manner generally accepted as appropriate for a pet of the species; AND

iii. Agree with DLAR’s assessment of the animal’s health at the time of transfer; AND

iv. Agree that the animal will be spayed or neutered prior to acquisition of the animal, if a dog and cat or other species for which this would be appropriate as determined by the Director of DLAR, or their designee.

b. To be eligible for adoption under this policy, the animal:

i. Must not be actively involved in an IACUC-approved animal protocol at the time of the disposition through adoption request.

ii. Must not be eligible or needed for transfer to an existing or new IACUC-approved protocol (i.e. there is no need for the animal in the Duke program).

iii. Must not have any signs of compromised health, either natural or experimentally derived, that would impair its ability to thrive. The Division of Laboratory Animal Resources (DLAR) of Duke University veterinary staff will examine the adoption candidate(s) and determine their health status. Animals that, in the opinion of the Director of DLAR, or their designee, show evidence of compromised health will not be eligible for disposition through adoption.

c. Clinical care required prior to adoption (performed by Duke):

i. Rodents: Normal physical examination, no evidence of disease.

ii. Rabbit, dogs, cats, ferrets: Normal physical examination with no evidence of compromising health or disease that would make them ineligible for adoption and any preventative medical procedures considered standard of care. This may include but is not limited to: Sterilization, vaccination, deworming, de-scenting of appropriate species (e.g., ferrets).

iii. Other routine veterinary procedures will be at the discretion of the clinical veterinarian.

d. Charges:

i. A nominal charge may be assessed for the spay/neuter and/or routine veterinary procedures performed on a prospective pet in preparation for adoption (disposable materials only; no charge for professional time or equipment use).

ii. No charge will be assessed for the disposition through adoption process.

iii. Charges are not for compensation or profit.

e. A TRANSFER OF LIABILITY (Schedule C) will be completed (including indemnity provisions) must be executed by an authorized Duke authorizing agent and also executed by the new owner.

f. An Adoption Application (Schedule D) must be completed and reviewed and approved by the Director, DLAR prior to transfer of ownership.

g. As a matter of information, animals disposed under this policy will be reported to the IACUC by the Director, or designee, at the next routine meeting of the IACUC.
h. Duke will not advertise available animals to the general public. Internal Duke communication is authorized, if necessary.

i. Animals that CANNOT be adopted as pets include:
   i. Non-human primates (including prosimians),
   ii. Reproductively intact, genetically engineered animals,
   iii. Venomous animals,
   iv. Animals which may be considered a potential invasive species,
   v. Threatened or endanger species,
   vi. Animals for which the PI identifies any issues or risk that may exclude them from adoption, or
   vii. Any animal determined to be unadoptable by the DLAR Director, or their designee.
Transfer and conveyance by Duke University to: ________________ ("Recipient").

1. The Recipient named below accepts the receipt of the animal described below from the Duke University Animal Care & Use Program.
2. The Recipient represents that it has obtained all required approvals (including without limitation animal oversight committee approval) for receipt of this (these) animals, and has provided copies of these approvals to the Duke University Animal Care & Use Program.
3. The Recipient agrees with the Duke University Division of Laboratory Animal Resources assessment that the animal is in good health.
4. The Recipient understands, and agrees, that there are no expressed or implied guarantees relative to the health or temperament of the animal.
5. The Recipient accepts responsibility for the care of the animal described below and will make all reasonable attempts to care for this animal in a manner that is generally considered appropriate this species.
6. If the animal described below must be released from the Recipient's care, the Recipient will make every attempt to secure a satisfactory home environment for it.
7. Under no circumstances will Duke be responsible for the care of the received animal. Once accepted, the Recipient agrees that the animal will not be returned to Duke. If the Recipient determines for any reason that the animal is not acceptable, or that the Recipient does not wish to keep the animal, the Recipient agrees to make disposition in a humane and safe manner.
8. The Recipient assumes responsibility for, and agrees to hold harmless and indemnify from liability Duke University, its employees, officers, Trustees, agents and all members of the relevant committees including without limitation the members of the Institutional Animal Care & Use Committee, for any claim or cause of action that may arise from the transfer and conveyance of the animal described below.
9. The Recipient has read and understands the foregoing and executes this TRANSFER OF LIABILITY AND RELEASE with full knowledge of its significance.

Species:
Breed or Type:
Identifying Marks/ Tattoo number/ Color:
Sex:
Age:
Weight:
Vaccination History of Animal:
Medical/Behavioral Information:
Printed Name of the Recipient:
Address of the Recipient:
Telephone:
Email:
Signature of the Authorized Official / Recipient:
Date:
Signature of Duke Animal Care & Use Program Representative:
Date:
SCHEDULE B
TRANSFER OF LIABILITY AND RELEASE
(Loans)
DUKE UNIVERSITY

Transfer and conveyance by Duke University to: _____________________(Recipient).

1. The Recipient named below accepts the receipt of the animal described below from the Duke University Animal Care & Use Program.
2. The Recipient represents that it has obtained all required approvals (including without limitation animal oversight committee approval) for receipt of this (these) animals, and has provided copies of these approvals to the Duke University Animal Care & Use Program.
3. The Recipient agrees with the Duke University Division of Laboratory Animal Resources assessment that the animal is in good health.
4. The Recipient understands, and agrees, that there are no expressed or implied guarantees relative to the health or temperament of the animal.
5. The Recipient accepts responsibility for the care of the animal described below and will make all reasonable attempts to care for this animal in a manner that is generally considered appropriate this species.
6. If the animal described below must be released from my care, the Recipient will contact the Duke Division of Laboratory Animal Resources (919-681-6792) and prepare the animal for return to Duke University.
7. Under no circumstances will Duke be responsible for the care of the received animal while the Recipients’ care. If the Recipient determines for any reason that the animal is not acceptable or the Recipient does not wish to keep the animal, the Recipient agrees to contact the Duke Division of Laboratory Animal Resources (681-6792) and prepare the animal for return to Duke University. In this case, the Recipient will assume all liability and cost for the return of the animal to Duke in an appropriate and humane manner.
8. The Recipient assumes responsibility for, and agrees to hold harmless and indemnify from liability Duke University, its employees, officers, Trustees, agents and all members of the relevant committees including without limitation the members of the Institutional Animal Care & Use Committee, for any claim or cause of action that may arise from the transfer and conveyance of the animal described below.
9. The Recipient has read and understands the foregoing and executes this TRANSFER OF LIABILITY AND RELEASE with full knowledge of its significance.

Species:
Breed or Type:
Identifying Marks/ Tattoo number/ Color:
Sex:
Age:
Weight:
Vaccination History of Animal:
Medical/Behavioral Information:
Printed Name of the Recipient:
Address of the Recipient:
Telephone:
Email:
Signature of the Authorized Official / Recipient:
Date:
Signature of Duke Animal Care & Use Program Representative:
Date:
SCHEDULE C
TRANSFER OF LIABILITY AND RELEASE
(Adoption)
DUKE UNIVERSITY

1. I accept the adoption of the animal described below from the Duke University Animal Care & Use Program. I agree with the Duke Division of Laboratory Animal Resources assessment that the animal is in good health. I do understand, and agree, that there are no expressed or implied guarantees relative to the health or temperament of the animal. I agree to present the animal at a veterinarian of my choice within 7 working days of acceptance of the animal for a full and complete physical examination.

2. I accept responsibility for the care of the animal described below and will make all reasonable attempts to care for this animal in a manner that is generally considered appropriate for a companion animal of this species.

3. This animal is to be a pet for myself or my immediate family.

4. If the animal described below must be released from my care, I will make every attempt to secure a satisfactory home environment for it.

5. Under no circumstances will Duke be responsible for the care of the adopted animal. Once accepted by the new owner, the animal will not be returned to Duke. If I determine for any reason that the animal is not acceptable as a pet or that I do not wish to keep the animal, I agree to make disposition in a humane and safe manner.

6. I assume responsibility for, and agree to hold harmless and indemnify from liability Duke University, its employees, officers, Trustees, agents and all members of the relevant committees including without limitation the members of the Institutional Animal Care & Use Committee, for any claim or cause of action that may arise from the transfer and conveyance of the animal described below.

7. I agree to transfer the animal’s microchip tracking registration (when applicable) to my personal contact information and provide confirmation of this change before the animal is released from Duke.

8. I have read and understand the foregoing and voluntarily sign this Animal Adoption Application with full knowledge of its significance.

Species:  
Breed or Type:  
Identifying Marks/ Tattoo number/ Color:  
Sex:  Age:  Weight:  
Vaccination History of Animal:  
Medical/Behavioral Information:  
Name of New Owner (Print):  
Address:  
Telephone:  Email:  Driver’s Licenses Number:  
Signature of New Owner:  Date:  
Signature of Duke Animal Care & Use Program Representative:  

Policy: Disposition of Research & Training Animals
Date of last IACUC approval: 11-19-15
**Adoption Application**  
Division of Laboratory Animals Resources (DLAR); Box 3180 DUMC
Phone (919) 684-2797 · Fax (919) 684-8610

### Applicant Information

<table>
<thead>
<tr>
<th>Name:</th>
<th>E-mail address:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Home Phone:</td>
<td>Work Phone:</td>
</tr>
<tr>
<td>Current Address:</td>
<td></td>
</tr>
<tr>
<td>City:</td>
<td>State:</td>
</tr>
<tr>
<td>Drivers License #:</td>
<td>Drivers License State:</td>
</tr>
<tr>
<td>Employer:</td>
<td>Employer’s Phone:</td>
</tr>
<tr>
<td>Are you a student?</td>
<td>Yes / No</td>
</tr>
<tr>
<td>High School</td>
<td>College</td>
</tr>
</tbody>
</table>

### Family Information

<table>
<thead>
<tr>
<th>Spouse’s Name:</th>
<th>Spouse’s Employer:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employer phone:</td>
<td></td>
</tr>
</tbody>
</table>

List ages of members of household:

### Pet Information

**List all of your current pets:**

<table>
<thead>
<tr>
<th>Dog</th>
<th>Cat</th>
<th>Other</th>
<th>Lives In or Out</th>
<th>Spayed/Neutered</th>
<th>Name</th>
<th>Age</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>In ___ Out ___</td>
<td>Yes ___ No ___</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>In ___ Out ___</td>
<td>Yes ___ No ___</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

If your pets are not spayed/neutered please explain:

**List all of your previous pets** (within last 3 years):

<table>
<thead>
<tr>
<th>Dog</th>
<th>Cat</th>
<th>Other</th>
<th>Lived In or Out</th>
<th>Spayed/Neutered</th>
<th>Name</th>
<th>What happened to the pet?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>In ___ Out ___</td>
<td>Yes ___ No ___</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>In ___ Out ___</td>
<td>Yes ___ No ___</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>In ___ Out ___</td>
<td>Yes ___ No ___</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Veterinarian or Clinic:  
Phone:

*Please note that DLAR will contact your veterinarian to verify vaccination histories for your pets.*

### Adoption Information

**Why do you wish to adopt this animal?**  
(please circle one or more)  
Gift, Companion, Hunting, Guard/Security, Mouser, Breeding, Other:

**Where do you plan to keep this animal?**  
(please circle one or more)  
Inside Home, Outside Home, Backyard, Outside Pen, Garage, Chained/Tied, Basement, Crate, Other:

**Do you have a fenced yard?**  
Yes______, No______, (dogs only)

<table>
<thead>
<tr>
<th>Type of Fence:</th>
<th>Chain Link, Wood, Electric, Invisible, Welded Wire, Picket, Other (dogs only)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dimensions:</td>
<td></td>
</tr>
</tbody>
</table>

**Do you have a dog house?**  
Yes______, No______, (dogs only)

**How many hours a day will this animal be left alone?**  
Where will it be kept when left alone?

**I acknowledge that this animal may have received routine veterinary procedures prior to adoption**  
Have you dealt with us before?  
Yes______, No______,  
If so, how and when?

*By my signature, I certify that I have given accurate, correct information and that information is subject to verification. I also understand that DLAR reserves the right to refuse adoption of any animal.*

Signature of Applicant:  
Date:
LOAN AGREEMENT

Between

DUKE LEMUR CENTER

And

__________

Whereas, the Duke Lemur Center, herein called the DLC, is interested in the captive propagation and preservation of wildlife, and

Whereas, ______, herein called _____, is interested in the captive propagation and preservation of wildlife;

Therefore, both parties do hereby enter into an agreement defined by the terms listed below, regarding the following specimen(s):

Species scientific name (common name)

DLC ID #, Studbook #, “Name”, Birthdate, Transponder #

1) ______ has received the above-mentioned specimens from the DLC for the purposes of:

   SSP Recommended Captive Propagation or Education Display

2) ______ agrees to provide necessary housing, food and veterinary care for the specimen(s) in accordance with Animal Welfare Act regulations. In the event of serious injury, illness, or death of the specimen, ______ will promptly inform the DLC of the condition and consult with them.

3) ______ agrees to follow (to the very best of its ability) any special housing, husbandry, breeding, parturition and veterinary guidelines as provided by the DLC for this species’ care and management, and to consult with DLC in the case of any constraints in following guidelines.
DLC Loan Agreement
Page 2

4) In the case of a loan for captive propagation, _____ will attempt to breed the specimen(s) and any viable young produced by such breeding and born during the term of this agreement, or within a period after termination of this agreement measured by the normal gestation length of the species, will be divided between _____ and the DLC according to the following terms:

5) In the case of a loan for display, _____ agrees not to breed the specimen without prior consultation with and approval from the DLC.

6) In the event of termination of this agreement, transportation of the specimen to the DLC shall be borne by the party requesting termination of the loan.

7) _____ agrees to provide the DLC with a written report at the end of each calendar year which lists the status of the specimen covered by this agreement, the number of young born during the previous year, and the number of specimens that died along with the cause of death.

8) For any research project in which the specimen(s) may be subjected to manipulation, stress or high risk procedures (i.e. any research which is not purely observational), permission must first be obtained, in writing, from the DLC Research Coordinator. (Dr. Erin Ehmke, erin.ehmke@duke.edu (919)489-3364 x222)

9) In the event of the specimen's death, the carcass and its parts remain property of the DLC. The DLC Research Coordinator (Dr. Ehmke, contact info as above) should be contacted as soon as possible after death. The final disposition of the carcass and parts will be the decision of the DLC.

10) This agreement shall remain in effect for the lifetime of the specimen, unless one of the parties terminates the agreement by giving the other party 60 days written notice.

11) This agreement may be amended or modified in writing by the mutual consent of both parties hereto. Such amendments shall be incorporated into this agreement as an addendum.

12) Neither this agreement nor any rights or privileges granted hereunder shall be assigned to a third party without the prior written consent of both parties.
DLC Loan Agreement
Page 3

13) DLC agrees that in the event of disease, injury, or death of any animal, _____ and its employees or volunteers shall not be responsible to DLC, unless the disease, injury, or death was the result of negligence or intentional acts of _____ or its employees or volunteers. The DLC hereby waives any claim of any kind against _____.

14) _____ agrees to indemnify and hold Duke University harmless from any liability for personal injury or property damage resulting from any accident, escape of the loaned specimens, aggressive behavior of the specimens or any other mishap occurring during the period that the specimens are on loan to _____.

Signature: ___________________________ FOR: Duke Lemur Center
Name (print): ________________________
Title: ______________________________
Date: ______________________________

Signature: ___________________________ FOR: (Recipient)
Name (print): ________________________
Title: ______________________________
Date: ______________________________
ANIMAL TRANSACTION CONFIRMATION

This form will serve as a confirmation of the following transaction of animal(s) owned by Duke Lemur Center (DLC). It is not an invoice, but must be signed and returned prior to shipment of animals.

[ ] sale  [ ] donation  [ ] trade  [ ] loan/loan transfer  

Date: _______________

TO:  Institution Name
     Address
     Attention of:

ANIMAL(S):  *Species scientific name* (common name)

DLC ID #, Studbook #, “Name”, Birthdate, Transponder #

The receiving party agrees that this transfer and any subsequent transfer of the animal(s) will be accomplished in accordance with the following conditions:

- Adherence to the AZA Code of Professional Ethics and institutional guidelines for the disposition of animals received.
- Specimen(s) will not be sold, traded, loaned or donated to, or used in an inhumane research program; will not be sold, traded, loaned or donated to any individual or organization which may use the specimen in an animal auction attended by the general public, or disposed of by the undersigned in any such auction; will not be sold, traded or otherwise transferred to any organization or individual known to abuse, neglect, hunt or otherwise mistreat animals.
- Specimen(s) will be housed, fed and maintained in a manner which will ensure its health and well-being.
- All paperwork and permits related to this transaction must be received by the DLC prior to shipment. The offer for transactions involving endangered or threatened species is contingent upon receipt of appropriate permits.
- This transaction can be terminated by either party by written notice prior to shipment.

For Duke Lemur Center  

Eg. (Recipient)

Print name  

Print name

Title  

Title

Date  

Date

Please sign both copies and return one to:  David Haring, Registrar
Duke University Lemur Center
3705 Erwin Rd.
Durham, NC 27705