



Duke University & Duke University Medical Center
Animal Care & Use Program
Policy



DISPOSITION OF RESEARCH & TEACHING ANIMALS

1. **PURPOSE:** It is the purpose of this policy to provide ethical, practical, humane, and reasonable methods for disposing of Duke University owned animals when they are no longer required for research, testing, or teaching. In these cases, certain animals may be eligible for adoption or other disposition. In every circumstance, Duke will adhere to all animal use laws, rules, regulations, and guidelines including those described in the “9th CFR,” the PHS Policy, the ILAR Guide, AAALAC, and international, state and local laws. This policy will be reviewed at least annually by the Duke University Office of Counsel and the Duke Institutional Animal Care & Use Committee. In matters of perceived inconsistencies between this policy and another governing guidelines or statutes, the IACUC will review the issues raised and recommend an appropriate resolution to the Duke University Institutional Official, who will serve as the arbitrator. This policy addresses:
 - 1.1. Sales of animals or animal tissue
 - 1.2. Gifting of animals or animal tissue
 - 1.3. Loans of animals
 - 1.4. Transfer of ownership of animals (adoption)

2. **BACKGROUND:**
 - 2.1. All animals used, housed or maintained by Duke faculty, staff, or employees for teaching or research purposes at Duke are the property of Duke University.
 - 2.2. This policy will be administered by the Duke Division of Laboratory Animal Resources (DLAR). The Director of DLAR will serve as the final decision making authority for:
 - 2.2.1. Adoptions,
 - 2.2.2. Sales / gifting of tissues or products from carcasses.
 - 2.3. Other animal transfers must receive IACUC concordance.
 - 2.4. Animals or animal tissue of Duke-owned animals shall first be used for Duke-approved research, or teaching efforts. Duke-owned animals available for disposition at the conclusion of the original approved activity, may be:
 - 2.4.1. Transferred to another approved Duke protocol (e.g training, tissue collection, or study (technical process) development, or on-campus exhibition,
 - 2.4.2. Transferred to another AAALAC or AAZA accredited research institution,
 - 2.5. 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:
 - 2.5.1. Humane euthanasia as described in the 2007 AVMA Guidelines on Euthanasia (humane euthanasia is not covered by this policy),
 - 2.5.2. Sale of animals or animal tissue in accordance with this policy,
 - 2.5.3. Gifting of animals or animal tissues in accordance with this policy,

- 2.5.4. Loan of animals in accordance with this policy and approved by the Director of DLAR, or
 - 2.5.5. Transfer of ownership of animals (adoption).
 - 2.6. If space exists in an appropriate animal housing facility, and if there is an expectation that disposition other than euthanasia is probable, an animal may be held for up to 30 days under the Duke Veterinary Holding Protocol, and at the discretion of the Director of DLAR.
 - 2.7. Though good health is a prerequisite for disposition, Duke University does not and will not guarantee the health or condition of disposed animals.
 - 2.8. Prior to the delivery of a disposed animal, a transfer and release agreement in the form attached to this policy as Schedule A and entitled "Transfer of Liability and Release" must be executed both by an authorized Duke official (Director of DLAR) and by an authorized senior official at the receiving institution.
 - 2.9. Exceptions to this policy may be considered by the Director of DLAR; provided, however, in all events the exceptions must be approved by the Duke University Office of Counsel and the IACUC.
 - 2.10. As a matter of information, animals disposed under this policy will be reported to the IACUC by the Director at the next routine meeting of the IACUC.
 - 2.11. Duke will not advertise available animals.
3. **SALES OF ANIMALS OR ANIMAL TISSUES (e.g. hard tissue, soft tissue, blood, or fluids):** When animals or animal tissue are no longer appropriate for use in teaching or research at Duke, the animals or animal tissues may be sold pursuant to applicable governing statutes, regulations and Duke University policy.
- 3.1. Animals or animal tissue may be sold to:
 - 3.1.1. Institutions or individuals at institutions who have a scientific purpose or educational need for the animal / animal tissue.
 - 3.1.2. No other sales of animals or animal tissue will be authorized.
 - 3.2. No sale of live animals may take place until a copy of the receiving Institutional Animal Care and Use Committees (IACUC) approval for animal use is received by Duke.
 - 3.3. No animals will be euthanized for the purpose of tissue collection without a Duke approved protocol.
 - 3.4. Animals will not be sold for:
 - 3.4.1. Petting zoos or similar venues,
 - 3.4.2. Food sources for other animals or humans,
 - 3.4.3. Re-sale, or
 - 3.4.4. Breeding stock (and resultant sales of offspring).
 - 3.5. Special species:
 - 3.5.1. Primates, Prosimians:
 - 3.5.1.1. Live primate or prosimians will only be sold to USDA registered, AAALAC accredited or AZA certified institutions; and under no circumstance will such live animals be sold to any individual.
 - 3.5.1.2. Tissues will not be sold without an approved health and safety plan for the tissue use provided by the receiving institution.
 - 3.5.2. Livestock:
 - 3.5.2.1. Livestock will only be sold to USDA registered, AAALAC accredited or AZA certified institutions, or a farm already housing the species of consideration.

- 3.5.2.2. Tissues will not be sold without an approved health and safety plan for the tissue use provided by the receiving institution.
 - 3.6. Prior to the delivery of a disposed animal under this provision, a "Transfer of Liability and Release" form (Schedule A) must be executed by an authorized Duke official and also executed by an authorized senior administrative official at the receiving institution.
 - 3.7. Any costs associated with the sales of the animals or animal tissues will be the responsibility of the Recipient institution.
 - 3.8. Any permitting or approvals required for the animals or tissues (e.g. federal authorizations, shipping permits, etc.) will be obtained by the Recipient prior to release of the animal or animal tissues from Duke.
 - 3.9. A TRANSFER OF LIABILITY (Schedule A) will be completed (including indemnity provisions) must be executed by an authorized Duke official and also executed by an authorized senior administrative official at the receiving institution.
4. **GIFTING OF ANIMALS OR ANIMAL TISSUES:** When animals or animal tissues are no longer appropriate for Duke-approved research and teaching, the animals or animal tissue may be available for gifting.
- 4.1. Animals or animal tissues may be gifted to:
 - 4.1.1. Institutions or individuals at institutions who have a scientific purpose or educational need for the animal / animal tissue.
 - 4.1.2. Public or private schools, or
 - 4.1.3. Raptor rehabilitation purposes.
 - 4.1.4. No other gifting of animals or animal tissues will be authorized.
 - 4.2. Live animal gifting will not occur until a copy of the receiving Institutional Animal Care and Use Committees (IACUC) approval for animal use is received by Duke.
 - 4.3. Animals will not be gifted to:
 - 4.3.1. Petting zoos or similar venues,
 - 4.3.2. Food sources for other animals or humans,
 - 4.3.3. Re-sale, or
 - 4.3.4. Breeding stock (and resultant sales of offspring).
 - 4.4. Primates & Prosimians:
 - 4.4.1. Live primate or prosimians will only be gifted to USDA registered, AAALAC accredited or AZA certified institutions.
 - 4.4.2. Under no circumstance will such live animals be sold to any individual.
 - 4.4.3. Tissues will not be gifted without an approved health and safety plan for the tissue use provided by the receiving institution.
 - 4.5. Livestock:
 - 4.5.1. Livestock will only be gifted to USDA registered, AAALAC accredited or AZA certified institutions, or a farm already housing the species of consideration.
 - 4.5.2. Tissues will not be gifted without an approved health and safety plan for the tissue use provided by the receiving institution.
 - 4.6. Special species or circumstances:
 - 4.6.1. Primates & Prosimians:
 - 4.6.1.1. Live animals will only be gifted to USDA registered, AAALAC accredited, or AZA certified institutions.

- 4.6.1.2. Live animals will not be gifted to any individual.
 - 4.6.2. Livestock:
 - 4.6.2.1. Live animals will only be gifted to USDA registered, AAALAC accredited, or AZA certified institutions.
 - 4.6.2.2. Tissues will not be gifted without an approved health and safety plan for the tissue use provided by the receiving institution(s).
 - 4.6.2.3. Prior to the delivery of a disposed animal, a "Transfer of Liability and Release" (including indemnity provisions) must be executed by an authorized Duke official and also executed by an authorized senior administrative official at the receiving institution (Schedule A).
 - 4.6.3. Raptor Rehabilitation Gifted Animals (for food or raptor health enhancement / training):
 - 4.6.3.1. Animals provided for raptor / wildlife rehabilitation will have been healthy animals without any implanted device, infectious agent, or hazardous chemical in the animal.
 - 4.6.3.2. All animals provided for raptor rehabilitation will be euthanized by DLAR. No live animals will be provided.
 - 4.6.3.3. DLAR will determine which carcasses are available for raptor / wildlife rehabilitation purposes.
 - 4.6.3.4. DLAR will prepare the carcasses by removing identifying marks and placing the carcasses in a plastic bag in a freezer.
 - 4.6.3.5. DLAR will provide a freezer to store 'rehabilitation' carcasses on the Duke campus.
 - 4.6.3.6. DLAR will not transport the carcasses, but will schedule a pick-up time for the rehabilitator to come to Duke to obtain the carcasses.
 - 4.7. A TRANSFER OF LIABILITY (Schedule A) will be completed (including indemnity provisions) must be executed by an authorized Duke official and also executed by an authorized senior administrative official at the receiving institution.
5. **LOANING DUKE OWNED ANIMALS:** When animals are not appropriate for use in Duke-approved research and teaching, the animals may be made available for loan (long term or short term).
- 5.1. Animals may be loaned to Institutions or individuals at institutions who have a scientific purpose or educational need for the animal / animal tissue.
 - 5.2. Live animal loans will not occur until a copy of the receiving Institutional Animal Care and Use Committees (IACUC) approval for animal use is received by Duke.
 - 5.3. No sub-loaning of animals is permitted. When the animal leaves the receiving institution, it must be returned to Duke.
 - 5.4. Animals will not be loaned to:
 - 5.4.1. Petting zoos or similar venues, or
 - 5.4.2. Private individuals.
 - 5.5. Special species or circumstances:
 - 5.5.1. Primates & Prosimians: Live animals will only be loaned to USDA registered, AAALAC accredited, or AZA certified institutions.
 - 5.5.2. Livestock: Live animals will only be loaned to USDA registered, AAALAC accredited or AZA certified institutions.

5.6. A TRANSFER OF LIABILITY (Schedule B) will be completed (including indemnity provisions) must be executed by an authorized Duke official and also executed by an authorized senior administrative official at the receiving institution.

6. **ADOPTION OF ANIMALS:** When animals are no longer appropriate for use in research and teaching, the animals may be made available for adoption (pet).

6.1. For adoption to occur, several conditions must be met. Individuals seeking approval to adopt an animal must:

6.1.1. Agree not to use the animal as a food source,

6.1.2. Agree to care for the animal in a manner generally accepted as appropriate for a pet of the species,

6.1.3. Agree with DLAR's assessment of the animal's health at the time of transfer,

6.2. Only rodent species, rabbits, dogs, cats, ferrets, fish, frogs, or farm livestock are eligible for adoption. To be eligible for disposition under this policy, the animal:

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

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

6.2.3. 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 of Duke University (DLAR) will examine the adoption candidate(s) and determine their health status. Animals that, in the opinion of the Director of DLAR, show evidence of compromised health will not be eligible for disposition through adoption.

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

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

6.3.2. Rabbit, dogs, cats: Neutered, normal physical examination, no evidence of disease. Vaccination of dogs & cats.

6.4. Other animals: Neutered at the discretion of the clinical veterinarian, normal physical examination, no evidence of disease. Vaccination at the discretion of the clinical veterinarian.

6.5. Charges:

6.5.1. A nominal charge may be assessed for neutering a prospective pet (disposable materials only; no charge for professional time or equipment use).

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

6.6. Adoption of multiple animals may be authorized, depending upon the existence of appropriate housing facilities and DLAR approval.

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

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

SCHEDULE A
TRANSFER OF LIABILITY AND RELEASE
(Sales / Gifting)
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 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: _____

Date _____

Signature of the Authorized Official / Recipient _____

Date _____

Signature of Duke Animal Care & Use Program Representative _____

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 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: _____

Signature of New Owner: _____ Date _____

Signature of Duke Animal Care & Use Program Representative: _____

SCHEDULE D

Adoption Application

Division of Laboratory Animals Resources (DLAR); Box 3180 DUMC
Phone (919) 684-2797 · Fax (919) 684-8610

Applicant Information

Name:		
E-mail address:		
Home Phone:	Work Phone:	Alt. Phone:
Current Address:		
City:	State:	ZIP:
Drivers License #:	Drivers License State:	
Employer:	Employer's Phone:	
Are you a student? Yes ___ No___ High School College Undergrad Graduate		

Family Information

Spouse's Name:	
Spouse's Employer:	Employer phone:
List names and ages of members of household:	

Pet Information

List all of your current pets :						
Dog	Cat	Other	Lives In or Out	Spayed/Neutered	Name	Age
			In___ Out___	Yes___ No___		
			In___ Out___	Yes___ No___		
If your pets are not spayed/neutered please explain:						
List all of your previous pets (within last 3 years):						
Dog	Cat	Other	Lived In or Out	Spayed/Neutered	Name	What happened to the pet?
			In___ Out___	Yes___ No___		
			In___ Out___	Yes___ No___		
			In___ Out___	Yes___ No___		
Veterinarian or Clinic:					Phone:	
<i>Please note that DLAR will contact your veterinarian to verify vaccination histories for your pets.</i>						

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)		Dimensions:		Do you have a dog house? Yes___ No___			
Type of Fence: Chain Link Wood Electric Invisible Welded Wire Picket Other _____ (dogs only)							
How many hours a day will this animal be left alone?				Where will it be kept when left alone?			
Will you agree to spay/neuter this animal? Yes___ No___ (dogs, cats, rabbits, ferrets only)				Have you dealt with us before? Yes___ No___ If so, how and when?			
<i>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.</i>							
Signature of Applicant:						Date:	