

POLICY FOR DESTRUCTIVE SAMPLING OF SPECIMENS FROM THE COLLECTION OF MAMMALOGY, FLORIDA MUSEUM OF NATURAL HISTORY

The Mammalogy collection of the Florida Museum of Natural History recognizes the needs of the research community to use specimens in our care. In light of new technology, we must balance the future availability of this valuable biological material with potential yield of information that benefits research and is in the public interest. Therefore, we have established specific guidelines for destructive sampling of museum study specimens. This is in addition to our general loan policy for removal of specimens from the Mammal Collection at Florida Museum of Natural History. Examples of requests we have received include excising skin samples for various biomolecular investigations, systematic and otherwise; removing tufts of hair from dried specimens, muscle or tissue samples from fluid specimens; and sectioning bones and teeth for aging and stable isotope studies. Our policy is consistent with those of other national museums.

We have established an informal protocol for the FLMNH Mammal Collection to assist us in evaluating your request or destructive sampling. Please provide 1) a brief description of the proposed technique(s) 2) justification for the use of FLMNH specimens; 3) strong justification that the technique(s) applied or sample(s) requested are appropriate to the question being asked; 4) a list of publications or other documentation that demonstrates the efficacy of the technique and the investigator's proficiency with it. The curatorial staff will consider each request independently without respect to your outside funding obligations. If approved, we will require a signature by the researcher (and a major advisor in the case of student requests) agreeing to the terms outlined in the attached Guidelines and Agreement.

In addition, we ask that you return usable samples or by-products (e.g. total DNA) either to us, or to our Collection of Genetic Resources (Dr. Pamela Soltis), for future needs. Similarly, we request the return of histological slides, anatomical preparations, and any analytical results of environmental contaminants. This material will be catalogued in association with the specimens in our collection for future reference. Please submit copies of the research papers, reports, theses, etc. that result from the sampling procedure when it is completed.

GUIDELINES FOR DESTRUCTIVE SAMPLING OF SPECIMENS FROM THE MAMMALOGY COLLECTION AT THE FLORIDA MUSEUM OF NATURAL HISTORY

All requests to remove samples from FLMNH Mammalogy specimens must be made in advance and approved by the curatorial staff. See the Policy for Requesting Destructive Sampling of Specimens from the Collection of Mammalogy at the Florida Museum of Natural History.

Researchers will be required to remove samples from specimens while visiting the collection in the presence of a staff member. Sampling of borrowed material will only be allowed under very specific and pre-approved conditions.

FLMNH mammalogy staff will not conduct any sampling on behalf of a researcher except under specific pre-approved circumstances.

Samples must be removed in a manner that will not degrade the scientific value of the specimen. When possible, material should be taken from existing fragments or from inconspicuous portions of the specimen.

Only one sample may be removed from a specimen, and the sample must be the smallest that is required by the technique in use. Samples are non-transferable and any unused portions must be returned to the FLMNH Mammalogy collection within 6 months. Any exceptions must be approved on a case-by-case basis.

Collection staff will prepare a loan form listing museum specimens from which samples have been taken. The list will include the type of sample; the researcher's name; and the type of archival material to be returned to FLMNH for future research purposes.

Where histological preparations are made, duplicate slides or, in the case of SEM, light photographs or digital work, high quality photographs must be sent to the FLMNH Mammalogy Collection in exchange for any specimen provided, properly labeled with taxon, UF catalog number and a notation of the type of procedure utilized.

Any DNA sequences resulting from the FLMNH Mammalogy Collection must be deposited in GENBANK or EMBL when the research resulting from the samples is published, and the FLMNH Mammalogy Collection catalog number should be cited in the GENBANK entry.

The FLMNH Mammalogy Collection should be acknowledged in any publication based upon the use of our specimens. Citations should include the appropriate UF catalog number(s). Please submit copies of all resulting publications based upon our specimens. These will become part of our library.

Patenting of products discovered in these specimens (or associated materials) is not allowed without the written consent of the FLMNH Mammalogy Collection.

No commercial/industrial use of the borrowed material will be allowed without the written consent of FLMNH Mammalogy Collection curatorial staff.

I have read the above destructive analysis regulations and agree to adhere to these policies.

Accepted-----
Signature of Investigator Date

DESTRUCTIVE SAMPLING OF SPECIMENS FROM THE MAMMALOGY COLLECTION AT THE FLORIDA MUSEUM OF NATURAL HISTORY

AGREEMENT FORM

Acceptance by recipient of the material will constitute an agreement by recipient to comply with the conditions listed below. If recipient is unwilling to accept the material on these conditions, the material must be returned to the FLMNH Mammalogy Collection immediately.

Recipient may use the material and any progeny or derivatives (1) thereof (such as modified or unmodified extracts, etc.) for non-commercial purposes only.

Recipient will provide FLMNH Mammalogy Collection with a fair and equitable share of any benefit obtained by recipient arising out of any utilization by recipient of the material or its progeny or derivatives, including benefits such as research results and copies of publications. In addition, recipient will acknowledge the FLMNH Mammalogy Collection and, where determinable, the source country (2), in all research publications resulting from the material.

Under this agreement, recipient may not commercialize the material or its progeny or derivatives, recipient must first obtain the written permission from the curatorial staff of the FLMNH Mammalogy Collection. Any commercialization to which the FLMNH Mammalogy agrees will be subject to a separate agreement between recipient and the FLMNH Mammalogy Collection consistent with the FLMNH's policy that benefits be shared fairly and equitably with the source country (2) of the material.

Patenting of products discovered in these specimens (or associated materials) is not allowed without written consent of the FLMNH Mammalogy Collection.

Recipient may not transfer the material or any progeny or derivatives thereof to any party other than recipient or the FLMNH Mammalogy Collection ("third party") except under a legally binding written agreement containing terms no less restrictive than those contained in this agreement. In which case such third party agrees to 1) share benefits arising out of the use of the material or its progeny or derivatives, fairly and equitably, with the FLMNH Mammalogy Collection; 2) not to commercialize the material or any progeny or derivatives thereof without prior consent in writing of the FLMNH Mammalogy Collection's policy on benefit-sharing; 3) to acknowledge that the agreement between recipient and the third party is subject to the rights of the FLMNH Mammalogy Collection as a beneficiary; and 4) not to supply the material or any progeny or derivatives thereof to any other ("subsequent recipient") unless such subsequent recipient has entered into a legally binding written agreement with the third party containing no less restrictive conditions on benefit-sharing, notification of any transfer to the FLMNH Mammalogy Collection, and supply to further subsequent recipients than those contained in this agreement and which acknowledges the rights of the FLMNH Mammalogy Collection as a beneficiary of such agreement.

Recipient indemnifies the FLMNH Mammalogy Collection from any and all liability arising out of the material or its progeny or derivatives and their use.

This agreement is governed by and shall be construed in accordance with the U. S. law.

I have read the above destructive sampling analysis regulations and agree to adhere to these policies.

Accepted

Signature of Investigator

Date

- 1) *samples* or any parts or derivatives should include, but not be limited to the entire specimen(s), portions of it or any biological material of actual or potential value containing functional units of heredity, including DNA.
- 2) *source country* means the country from which a given sample of material was collected or received from *in situ* conditions by the FLMNH Mammalogy Collection.
- 3) *commercialization* should include, but not be limited to sale, filing a patent application, obtaining or transferring intellectual property rights or other tangible or intangible rights by sale or license or in any other manner, commencement of product development, conducting research, and seeking pre-market approval.