## POLICY FOR DESTRUCTIVE SAMPLING OF SPECIMENS FROM THE FLORIDA MUSEUM OF NATURAL HISTORY, MCGUIRE CENTER FOR LEPIDOPTERA AND BIODIVERSITY

The McGuire Center for Lepidoptera and Biodiversity 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 that is largely consistent with other ranges at the FLMNH and those of other national museums. This is in addition to our general loan policy for removal of specimens from the McGuire Center for Lepidoptera and Biodiversity at the Florida Museum of Natural History.

Destructive sampling, as defined here, refers to either full-body destructive sampling or partial body destructive sampling. **Full-body destructive sampling** refers to destructive sampling, such as creating a DNA extraction from an entire specimen or a full-body dissection for anatomical purposes. **Partial body destructive sampling** refers to the partial removal of small insect parts, such as genitalia dissections. These insect parts should be preserved with the specimen.

**In order to be approved for destructive sampling, please provide**: 1) a brief description of the proposed technique(s); 2) justification for the use of FLMNH specimens; 3) explanation why the technique(s) applied or sample(s) requested are appropriate to the question being asked.

Justifications for sampling may include identification to any taxonomic level, the discovery and observation of variable characters at any level, or the application of other research questions and methods as specifically stated.

The curatorial staff will consider each request independently without respect to your outside funding obligations. Novice researchers should demonstrate proficiency with the preparation methods. If approved, we will require a signature by the researcher (and a major advisor in the case of student requests or sponsor for unaffiliated researchers) agreeing to the terms outlined in the *Guidelines and Agreement* form. 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). Similarly, we require the return of dissection slides, anatomical preparations, and any analytical results of environmental contaminants in sufficient curatorial condition to reincorporate easily into the collection. 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 FLORIDA MUSEUM OF NATURAL HISTORY, MCGUIRE CENTER FOR LEPIDOPTERA AND BIODIVERSITY

# 1. FULL-BODY DESTRUCTIVE SAMPLING

Full-body destructive sampling refers to destruction of an entire specimen, such as creating a DNA extraction from an entire specimen or a full-body dissection for anatomical purposes. For full-body DNA extractions, materials that remain (wing/genitalia vouchers) that were not used should be returned to the FLMNH MGCL along with the DNA extract.

For both full-body and partial-body destructive sampling, any DNA sequences resulting from the FLMNH MGCL must be deposited in GENBANK or EMBL when the research resulting from the samples is published, and the FLMNH MGCL catalog number should be cited in the GENBANK entry. When dissection or scanning electron microscopy is performed, slides or SEM stubs must be returned. If images are taken or data captured, it is requested the files be sent to the FLMNH MGCL along with the loan, labeled with taxon, FLMNH catalog number and a notation of the type of procedure utilized.

If FLMNH Curators/Collections Managers are not part of the resulting publication as authors, the FLMNH MGCL should be acknowledged in any publication based upon the use of our specimens. Citations should include the appropriate FLMNH catalog number(s). Patenting of products discovered in these specimens (or associated materials) is not allowed without the written consent of the FLMNH MGCL. No commercial/industrial use of the borrowed material will be allowed without the written consent of FLMNH MGCL curatorial staff. Full-body destructive sampling will require the researcher to fill out a loan form listing the type of archival material to be returned to FLMNH for future research purposes.

All requests to remove samples from FLMNH McGuire Center for Lepidoptera and Biodiversity specimens must be made in advance and approved by the curatorial staff.

# 2. PARTIAL-BODY DESTRUCTIVE SAMPLING

Researchers will be able to remove samples from loaned materials only under specific and pre-approved conditions. FLMNH MGCL staff will not conduct any sampling on behalf of a researcher except under specific pre-approved circumstances. Visiting researchers wishing to perform destructive sampling prior to arranging a loan must consult curatorial staff beforehand.

Samples must be removed in a manner that will not degrade the scientific value of the specimen. 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 MGCL together with the rest of the specimen. Any exceptions must be approved on a case-by-case basis. Collection staff will prepare a loan form listing museum specimens to be borrowed or, if the whole specimen is not borrowed, 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. A loan will not be closed until all preparations and unused samples are returned.

All requests to remove samples from FLMNH McGuire Center for Lepidoptera and Biodiversity specimens must be made in advance and approved by the curatorial staff.

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

Accepted:

Print Name

Institutional Affiliation

Signature of Investigator

## AGREEMENT FORM

### DESTRUCTIVE SAMPLING OF SPECIMENS FROM THE MCGUIRE CENTER FOR LEPIDOPTERA AND BIODIVERISTY, FLORIDA MUSEUM OF NATURAL HISTORY

Acceptance by recipient of the material will constitute an agreement by the recipient to comply with the conditions listed above. If the recipient is unwilling to accept the material on these conditions, the material must be returned to the FLMNH MGCL immediately. The recipient may use the material and any progeny or derivatives (1) thereof (such as modified or unmodified extracts, etc.) for non-commercial purposes only. The recipient will provide the FLMNH MGCL 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, the recipient will acknowledge the FLMNH MGCL and, where determinable, the source country (2), in all research publications resulting from the material. Under this agreement, recipient may not commercial staff of the FLMNH MGCL. Any commercialization to which the FLMNH MGCL agrees will be subject to a separate agreement between recipient and the FLMNH MGCL 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 MGCL. Recipient may not transfer the material or any progeny or derivatives thereof to any party other than recipient or the FLMNH MGCL ("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 any progeny or derivatives, fairly and equitably, with the FLMNH MGCL; 2) not to commercialize the material or any progeny or derivatives thereof without prior consent in writing of the FLMNH MGCL'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 MGCL 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 MGCL, and supply to further subsequent recipients than those contained in this agreement and which acknowledges the rights of the FLMNH MGCL as a beneficiary of such agreement. The recipient indemnifies the FLMNH MGCL 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:

Print Name

Institutional Affiliation

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 MGCL.

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.