



ZOO-MUSEUM NETWORK MEMORANDUM OF UNDERSTANDING TEMPLATE

I. Parties

This Memorandum of Understanding (MOU) is entered into on _____(DATE) between _____ (ZOO), and _____(MUSEUM) (Collectively referred to as Parties).

II. Background:

Zoos and aquariums (hereafter called “zoos”) care for animals with the goals of captive propagation, public education, and biodiversity conservation. A wealth of data is collected longitudinally, from birth to death, for each individual or group of individuals including pedigree, weight, health, nutrition, behavior, and environmental condition. Biological samples including blood, tissue, and gametes, may also be collected from individual animals over their life and stored in a biobank for future research. Zoos’ living collections and biobank specimens are valuable for research efforts, but accessibility is limited largely to the zoological community.

Museums hold both research and educational collections of preserved specimens; some preserved as study skins, skulls and skeletons, while others are in diluted ethyl alcohol. Research specimens typically have known locality data and are formally accessioned and given a unique catalog number. Research specimens are available, through an integrated database to the broader scientific community. Specimens housed in education collections are often of lesser overall quality, and do not have associated locality or collector data. Education specimens are used to support public outreach, exhibitions, and university courses that train students in biological and zoological sciences.

Museum research and education collections are enhanced by expanding the biodiversity of representative taxa with detailed specimen information, which is available through zoological collections. Partnerships between zoos and museums are mutually beneficial and provide accessibility to zoo specimens and data to the broader research community.

III. Purpose

The purpose of this Memorandum of Understanding (MOU) is to enhance collaboration between the Parties through the donation of post-mortem or biobank specimens from the ZOO to the MUSEUM, thereby increasing accessibility of zoological collections and data to the broader scientific community for basic and applied research. This MOU does not create a legally binding obligation but serves as a statement of intent and commitment to work together toward common goals in good faith and cooperation.

IV. Terms and Conditions:

1. Specimen(s) will be donated to the MUSEUM, which will assume responsibility for and legal ownership of the specimen(s) and will steward them for non-commercial research and education purposes in perpetuity.
2. Specimen(s) will be made available for non-commercial research and education and will not be available for commercial use.

3. The ZOO agrees to follow the MUSEUM's preferred sampling protocol when possible. Specimen(s) from ZOO will be accepted in "as-is" condition unless otherwise specified.
4. When specimens are available, the ZOO will contact MUSEUM primary staff via the preferred method of contact. The MUSEUM reserves the right to refuse specimens that are not in the interest of the collections. If accepted, the MUSEUM will arrange to pick up or receive the specimen. The ZOO reserves the right to dispose of animal remains if the MUSEUM does not reply within the specified timeframe.
5. Specimens will be held at the ZOO until transfer to the MUSEUM.
6. The MUSEUM acknowledges that specimens may have had a necropsy performed prior to donation, and may have incisions, disarticulations, and missing tissues and organs.
7. Upon specimen transfer, the ZOO will transfer associated data including origin (wild or captive), notes on major life events, and ZOO and unique global identifiers to connect specimens to tissue samples, records, and lineage.
8. If, after specimen transfer, the ZOO chooses to discard or dispose of associated collected tissue samples, the MUSEUM will be contacted as a potential repository.
9. Both parties agree to maintain required local, state, and federal permits and permissions for transfer of specimens, including those that are listed as endangered or threatened under the Endangered Species Act.
10. This MOU does not grant exclusive rights to specimens or restrict the Zoo from disposing of deceased specimens in any other way it may choose, or from donating specimens at its discretion to any other institution or facility.

V. Roles and Responsibilities

The Zoo will contact the Museum when specimens become available. The Parties shall coordinate as needed such that Zoo specimens can be donated to the Museum collection.

Primary Zoo contact:

Primary Museum contact:

VI. Modification:

The Parties agree that any amendments made to this MOU must be in writing where they must be signed by both Parties to this MOU. As such, any amendments made by the Parties will be applied to this MOU.

VII. Duration and Termination:

This MOU will go into effect (Effective date) and shall remain in force for a period of (End date) or until terminated by either party. Either Party may terminate this MOU at any time by providing written notice to the other party prior to the intended date of termination. Upon termination, both parties shall fulfil any outstanding obligations incurred under this MOU up to the date of termination. Additionally, termination of this MOU shall not affect any rights, obligations, or liabilities accrued or incurred by either party prior to the effective date of termination.

VIII. Intellectual Property Clause:

Any intellectual property created, developed, or contributed by either party during the collaboration outlined in this MOU shall remain the sole property of the respective party that created or contributed to it. Each party retains all rights, title, and interest in their respective

intellectual property, including but not limited to patents, copyrights, trademarks, trade secrets, and know-how. Furthermore, any pre-existing intellectual property brought into the collaboration by either party shall remain the exclusive property of the originating party. Any use, reproduction, or dissemination of the other party's intellectual property shall require prior written consent from the owning party. Both parties agree to respect and protect each other's intellectual property rights and to promptly notify the other party of any potential infringement or misuse thereof. This clause shall survive the termination or expiration of this MOU.

IN WITNESS WHEREOF, each Party has caused this MOU to be executed by an authorized official on the date set forth below their signature.

ZOO

BY:

Signature

NAME :

TITLE:

DATE:

MUSEUM

BY:

Signature