

Institutional Animal Care & Use Committee		
Title: Research Animal Adoption		
Policy#: IACP 024	Date in Effect: 07/13/12	
Rev #: 00 (no changes)	Rev Date: 08/09/15	
Rev #: 01	Rev Date: 02/08/19	
In Effect <input checked="" type="checkbox"/> Rescinded <input type="checkbox"/>	Date Rescinded:	

A) RESPONSIBILITIES

It is the responsibility of all personnel using animals in research and teaching to abide by this policy.

B) APPLICATION

- 1) Animals that have been used in teaching and research at UTSA may, under some circumstances, be adopted after their use.
- 2) Only non-rodent species may be adopted.

C) PROCEDURES

- 1) Before adoption, the University Veterinarian or designee must certify that the animal's current medical condition and previous use in research/teaching/testing studies do not preclude adoption.
- 2) Individuals must be 18 years of age or older to adopt animals.
- 3) Animals to be adopted are first transferred to the LARC's *Animal holding protocol*.
- 4) Transportation of the animal from UTSA must be in an appropriate transportation device approved by the UV or designee.
- 5) Animals that will not be eligible for adoption:
 - a) Animals that have been infected with a biohazard or chemical hazard.
 - b) Any animal that is not clinically and behaviorally normal.
 - c) Animals with known zoonotic agents.
 - d) Transgenic animals and animals that have received non-FDA approved compounds/treatments.
 - e) Mice and rats
- 6) At the time of adoption, the new owner must assume responsibility for housing, care and veterinary care of the animal.
- 7) Adoption of USDA-covered species must be accompanied by the following forms, which are kept in the LARC office for at least three years:
 - a) *USDA APHIS Form 7020* signed and dated by the new owner.

- b) *FMLARC073 – Release of Liability of UTSA-Adopted Animals* signed and dated by the University Veterinarian/designee and new owner.



Laboratory Animal Resources Center

ANIMAL ADOPTION AGREEMENT

New Owner Information: Date of Transfer to New Owner: _____
 Name: _____
 Address: _____
 Phone: _____ E-mail: _____

Animal/Pet Information: Animal ID# _____ Course/Protocol # _____
 Species/Breed: _____ Sex: _____ Age: _____ Weight: _____
 Color/Markings: _____

In consideration of being allowed to adopt the animal described above (the “Animal”), I understand, acknowledge and agree to each of the following:

RESPONSIBILITIES OF ANIMAL OWNERSHIP.

1. *I accept the Animal in its present condition.* I have had an opportunity to inspect the Animal and to ask about how it was used in research. I agree with the University of Texas at San Antonio’s (“UTSA”) assessment that the Animal appears in good health. However, I also understand that: (a) unidentified health problems may exist and (b) there are no express or implied guarantees as to its health or temperament.
2. *I will care for the Animal and assume full legal and financial responsibility for it.* The Animal will be a pet for me and my immediate family. I will take care of it in a manner that is considered appropriate for a pet of this species, including the providing of appropriate veterinary care for it. I understand and agree that: (a) I cannot return the Animal to UTSA or temporarily house the Animal at UTSA’s LARC for any reason; (b) I will not sell the animal, give it away, release it to the wild or otherwise release it from my care unless extreme circumstances require it; and (c) I will make every attempt to find it a satisfactory home environment if I must release it from my care.

LIABILITIES ASSOCIATED WITH ANIMAL OWNERSHIP.

1. *Adopting, owning and caring for a lab animal entails numerous risks, both known and unknown.* I acknowledge and agree that: (a) adopting, owning and caring for any lab animal carries inherent risks that cannot be eliminated despite the care taken to avoid injury; (b) the Animal may have been the subject of research; (c) animal behavior is unpredictable and animals may injure people, other animals or property; (d) the animal may carry or be infected with organisms, bacteria or protozoa that can cause problems in humans; and (e) there is no way to completely list all the possible risks of adopting, owning and caring for any animal, including the Animal.

2. *I knowingly and willingly assume all risks, whether known or unknown, of adopting, owning or caring for the Animal and release and indemnify UTSA from any claims or liabilities associated therewith.*

I knowingly and willingly agree to assume any and all risks of damages, losses, illness, injury (including death) arising out of, resulting from, or relating to the Animal, or my adoption, ownership or care of the Animal, including, without limitation, the risk of harm to the person or property of myself or third parties. Therefore, I, for myself and on behalf of my heirs, assigns, personal representatives, and next of kin, hereby release, indemnify and hold harmless UTSA and its directors, officers, governing board, agents, employees, contractors, and subcontractors (the “**RELEASED PARTIES**”) from any and all injuries, disabilities, death, losses, liability, claims, causes of action, damages, costs, attorney’s fees, and other expenses (collectively, the “**CLAIMS**”) that result from or are associated with the Animal, or my adoption, ownership, or care of the Animal. **I SPECIFICALLY ACKNOWLEDGE THAT THIS RELEASE AND INDEMNIFICATION APPLIES REGARDLESS OF THE CAUSE OR CAUSES OF THE CLAIMS DESCRIBED ABOVE AND REGARDLESS OF ANY NEGLIGENCE OF THE RELEASED PARTIES.**

I HAVE READ THIS ANIMAL ADOPTION AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HEREBY SIGN IT FREELY, VOLUNTARILY AND WITHOUT INDUCEMENT. I HAVE ALSO HAD AN OPPORTUNITY TO CONSULT WITH A LAWYER OR OTHER ADVISOR OF MY CHOICE BEFORE SIGNING.

New Owner’s Signature:

Date: _____

Printed Name:

Declaration of Witness:

I hereby certify that the New Owner listed above (a) acknowledged in my presence that he/she has read and fully understood the meaning and consequences of this Animal Adoption Agreement and (b) signed it in my presence.

Witness Signature:

Date: _____

Printed Name:
