

OZ USDA: 92-C-0001 \_\_\_\_\_ USDA: \_\_\_\_\_  
AZA: IN-5231600 \_\_\_\_\_ AZA: \_\_\_\_\_  
Mnemonic: PORTLAND \_\_\_\_\_ Mnemonic: \_\_\_\_\_

**TRANSFER AGREEMENT** between

**Oregon Zoo, 4001 SW Canyon Road, Portland, Oregon 97221-2799**

Contact: ROBERT LEE  
and

**ABQ BioPark, 903 Tenth St SW, Albuquerque, NM 87102**

Contact: LYNN TUPA

Oregon Zoo, a service of Metro, a municipal corporation, ("OZ"), and Albuquerque BioPark, ("ABQ"), agree that the following animal will be transferred from ABQ to OZ subject to the following terms:

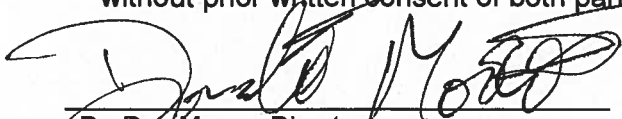
**Common and scientific name, Species360 number:** 1.0 ASIAN ELEPHANT

ELEPHAS MAXIMUS M03030, SB# 514 The ("Animal").

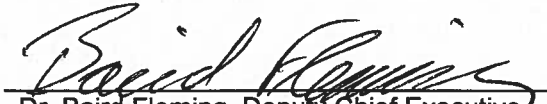
1. The Animal will be cared for and maintained by OZ in a manner acceptable to modern professional standards as put forth by the Association of Zoos and Aquariums (AZA).
2. The ABQ BioPark and the Oregon Zoo each independently reserve the right to review and approve the recommendations of the AZA Elephant Taxon Advisory Group and Species Survival Plan (TAG/SSP) as to the transfer, care and breeding of said Animal and any offspring.
3. Ownership of viable offspring (i.e. having survived 30 days) produced by the Animal either during the term of this agreement or within a period after termination of the agreement measured by normal gestation period of this particular species, will be determined per SSP recommendations as follows: OZ will be the owner of the 1<sup>st</sup>, 3<sup>rd</sup> and so on of the viable offspring, and ABQ will be owner of the 2<sup>nd</sup>, 4<sup>th</sup> and so on of the viable offspring.
4. The residency of any offspring of the Animal born either during the term of this Agreement or within a period after termination of the Agreement measured by normal gestation period of this particular species, will be determined as follows:
  - ABQ agrees that any offspring owned by ABQ will mature with the herd of origin at OZ, until it is deemed necessary to move them based on animal welfare, social opportunities and the goal of maintaining a sustainable population.
  - Any future changes in residency of the offspring will be based on animal welfare, social opportunities and the goal of maintaining a sustainable North American population, and the recommendations of the TAG/SSP.

5. ABQ will provide historical data including Species360 records, diet, medical records, reproductive history, pedigrees, and other information pertinent to the care and management of the animal.
6. OZ, its officers, employees and agent, are hereby released from liability for disease, injury or death of the animal(s), except in the case of intentional misconduct or gross negligence, and only to the extent such misconduct or negligent directly led to the disease, injury or death of the animal.
7. OZ agrees to provide adequate housing, diet, veterinary care and any other suitable conditions pertaining to the wellbeing of the Animal. Under previously agreed upon circumstances (bachelor herds, etc.), the animal may be placed in a non-productive situation. In such a situation, the animal will be maintained in compliance with all other stipulations of this agreement.
8. In the event the Animal requires high-risk veterinary or husbandry procedures, including but not limited to surgery, OZ must notify ABQ by phone before such procedures are undertaken. This provision is waived in the event of an emergency. Details of such procedures shall be provided in writing to ABQ within ten (10) days.
9. The Animal will not be transferred to another location outside OZ's contiguous property without first obtaining permission from ABQ.
10. In the event of the death of the Animal, OZ must notify ABQ within forty-eight (48) hours, and OZ agrees to furnish ABQ with a complete necropsy report. Births, serious illness and other previously agreed upon circumstances shall be reported within two (2) weeks.
11. OZ will provide all information necessary to maintain appropriate record-keeping systems, including Species360 data, and provide such information to ABQ along with an annual status report of the animal.
12. OZ will send a copy of all pertinent records to ABQ upon expiration or termination of this agreement.
13. All transportation costs in moving the animal from ABQ to OZ will be borne by OZ; all transportation costs in moving the animal from OZ to another location upon termination will be borne by the receiving institution.
14. This Agreement will commence on the last date of signature hereto and shall remain in effect during the life of the Animal or until termination is requested by one of the parties. Either party shall have the option of terminating the agreement by giving the other 30 days written notice. Sections 3, 5 and 12 shall survive any such termination. Upon termination, ABQ will promptly arrange transportation of the Animal and OZ will cooperate with OZ in preparing for transport.
15. Notices hereunder must be given in writing, and sent to the persons listed below, either by e-mail or certified mail return receipt requested, and shall be effective upon receipt.
16. The situs of this Agreement is Portland, Oregon. Any disputes between the parties related to or arising out of this Agreement shall be governed by the laws of the State of Oregon and if legal proceedings are commenced shall be conducted in the Circuit Court of the state of Oregon for Multnomah County, or, if jurisdiction is proper, in the U.S. District Court for the District of Oregon.

17. Neither this Agreement nor any rights or privileges granted hereunder may be assigned without prior written consent of both parties.

  
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Dr. Don Moore, Director  
Oregon Zoo

15 Nov 2017  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Dr. Baird Fleming, Deputy Chief Executive

17 Nov 2017  
\_\_\_\_\_  
Date