

## MEMORANDUM OF UNDERSTANDING

Between

The Smithsonian Institution, on behalf of  
The Encyclopedia of Life

And

Naturalis Museum

### Introduction

This Memorandum of Understanding provides the basis for the Encyclopedia of Life (EOL) and Naturalis to work together to build an international network providing information about the world's plants animals and microorganisms (called the Encyclopedia of Life). In particular, EOL authorizes Naturalis to utilize the EOL name, logo, species-page format, and underlying software to establish a Netherlands regional EOL, headquartered at Naturalis, which will make available species pages about Dutch plants and animals in the Dutch language. In return, Naturalis will allow the Encyclopedia of Life to access its information about Dutch plants and animals and to serve that information, in English, on the international EOL portal.

### The Parties

**The Encyclopedia of Life (EOL)** is an informal consortium of organizations dedicated to building an on-line Encyclopedia of Life composed of content-rich multi-media species pages for all of the presently known species on Earth. Currently, the EOL is composed of five working groups:

- *Species Sites Group*—defines the composition of information on species pages; works with the scientific community to identify potential sources of information for the species pages and to authenticate the information on the species pages; establishes licensing agreements with data providers.
- *Biodiversity Informatics Group*—conceptualizes and prepares the software needed to host and to search the species pages; applies taxonomic intelligence to the scientific names on the species pages and in the literature.
- *Scanning and Digitization Group*—working with the Biodiversity Heritage Library, a consortium of several of the world's largest natural history libraries, digitizes and marks up the world's biodiversity literature.
- *Education and Outreach Group*—exploits the EOL's potential by exploring and promoting its educational uses.
- *Biodiversity Synthesis Group*—holds synthesis meetings to help reach taxonomic consensus on megadiverse groups; develops tools for analyzing and synthesizing information across species pages.

For matters of this MOU, EOL is represented by its Executive Director.

*Naturalis* is the Dutch National Natural History Museum. *Naturalis* aims to use its unique natural history collection to make a real contribution to furthering the knowledge and appreciation of nature across the widest possible sample of Dutch society.

In the field of biodiversity information dissemination *Naturalis* is collaborating with a number of Dutch knowledge institutions, field data collecting organisations and nature conservation organisations to gather, model and distribute the best possible collection of information on Dutch biodiversity, directed to various target groups. *Naturalis* and partners organise exhibitions, develop educational programs, publish journals and books and exploit websites to distribute the information efficiently and effectively.

For matters relating to this MOU, *Naturalis* is represented by D.G. Houtgraaf acting director of *Naturalis*.

### **Objectives**

1. To establish a framework for cooperation between the EOL and *Naturalis*.
2. To authorize *Naturalis* to use the EOL name, logo, species-page format, and underlying software to set up a Dutch regional EOL. This regional EOL will concentrate on providing information of particular relevance to individuals in the Netherlands and other Dutch-speaking countries, such as Dutch-language species pages.
3. To allow EOL to serve English-language species pages, using material assembled by *Naturalis* and partners, on the international EOL portal, and to allow *Naturalis* to utilize species information developed by other EOL participants in their regional EOL, subject to the re-use limitations and conditions stipulated by the providers of that information.

### **Conditions of Use**

1. Both parties agree that they will clearly label the source of all content and require users to indicate those sources in any subsequent re-use. For EOL-supplied data, *Naturalis* will indicate that the information came from the EOL and will include all further attribution metadata. For *Naturalis*-supplied data, EOL will indicate that the information came from *Naturalis* and partners and will include all further attribution metadata. In cases where *Naturalis* acts as a go between, information is subject to the re-use limitations and conditions stipulated by the providers of that information.
2. EOL and *Naturalis* agree to show each other's logo on the site's list of data partners.
3. Smithsonian owns, controls, and has registered certain trademarks and service marks, including, but not limited to "Smithsonian," "Smithsonian Institution," and the Smithsonian sunburst logo (collectively "Names"). Except as expressly provided by the Smithsonian's prior, written consent, *Naturalis* shall not use the Names or refer to Smithsonian or any of its museums, programs, organizations, or facilities in any manner or through any medium, whether written, oral, or visual for any purpose. Upon the expiration or termination of this agreement, *Naturalis* shall immediately cease to use the Names, and shall not exploit in any manner

its association with Smithsonian, unless otherwise agreed to in writing by Smithsonian at the time of such expiration or termination. Naturalis shall incorporate the provisions of this Section into any potential Naturalis subcontracts, if any, entered into in connection with this MOU.

4. EOL will provide Naturalis with monthly statistics of usage of Naturalis-provided content accessed through the EOL portal (such as unique users, visits, pages, hits, bandwidth), and *vice versa*.

#### **Amendments and Modifications**

Either party may amend or modify this Memorandum of Understanding by notifying the other party in writing and with the agreement of the other party.

#### **Authorized Representatives.**

1. Smithsonian Representative. For purposes of liaison, providing guidance and direction in daily operational matters, granting approvals or withholding same, and for general contract coordination as detailed herein, the Smithsonian Institution, on behalf of the EOL, shall be represented by **James Edwards, Executive Director, Encyclopedia of Life.**
2. Naturalis Representative. For the purposes of liaison and direction in daily operation matters, Naturalis shall be represented by the director of Naturalis, or an authorized representative thereof.
3. Substitution of Representative. Smithsonian and Naturalis shall advise one another in writing of any substitution for said representatives.

#### **Notices.**

Any notices and consents required hereunder shall be in writing and deemed delivered upon actual receipt of such notice when hand-delivered or sent by certified mail, postage prepaid, return receipt requested, or overnight express courier to the address listed below. All written consents required hereunder shall be sent as provided above to the following addresses:

To SMITHSONIAN:  
For Technical Matters:  
James Edwards  
Encyclopedia of Life  
Smithsonian Institution  
PO Box 37012 MRC 106  
Washington, DC 20013-7012  
+1.202.633.8730

To NATURALIS:  
D.G. Houtgraaf  
Darwinweg 2  
2333 CR Leiden

For Contractual and Legal Matters:  
Contracting Officer  
Office of Contracting  
Smithsonian Institution  
PO Box 37012  
Washington, D.C. 20560-1200  
Attn: Elizabeth Hochberg  
+1.202.633.7267

E.J. Elderman  
Darwinweg 2  
2333 CR Leiden

The Netherlands  
+31715687684

The Netherlands  
+31715687539

**Not a Legal Partnership.**

The parties do not intend to create a legal partnership, principal/agent, or joint venture relationship and nothing in this MOU shall be construed as creating such a relationship between the parties. Neither party may incur any obligation on behalf of the other.

**Non-exclusive Agreement**

This Memorandum of Understanding is non-exclusive, and in no way restricts either EOL or Naturalis from participating in similar activities or arrangements with other public or private initiatives, organizations, or individuals.

**Duration**

This Memorandum of Understanding is valid for from the date it is signed by both parties until December 31, 2013, and shall automatically be renewed for a period of five years unless it is cancelled by one of the parties by means of a registered letter to the other party at least 6 months prior to the date of expiration. This MOU can only be modified by both parties in writing.

**Signatures**

For Naturalis

Signature

Date:

Name: D.G. Houtgraaf  
Title: Acting Director, Naturalis

20 May 2008

For the Smithsonian Institution, on behalf of the Encyclopedia of Life

Signature

Date: 20 May 2008

Name: Cristián Samper  
Title: Director, National Museum of Natural History

Affirmed by

Signature

Date:

Name: James Edwards  
Title: Executive Director, Encyclopedia of Life

22 May 2008