

MEMORANDUM OF UNDERSTANDING

Between

The Smithsonian Institution, on behalf of
The Encyclopedia of Life

And

Commonwealth Scientific and Industrial Research Organisation (CSIRO), on behalf of
The Atlas of Living Australia

Introduction

This Memorandum of Understanding provides the basis for the Encyclopedia of Life (EOL) and the Atlas of Living Australia (ALA) to work together to develop and share critical biodiversity informatics infrastructure. In particular, the ALA will grant the Encyclopedia of Life access to biodiversity data shared publicly¹ through the ALA network and to incorporate ALA web services and tools in the EOL. In return, the ALA will have access to the resources of the EOL, including species pages, scanned literature, and informatics tools. In addition, the EOL and the ALA will collaborate on the development of shared software tools, procedures and protocols, including online registries of biodiversity resources, the Species Profile Model and web-based identification tools.

The Parties

The Atlas of Living Australia is a five-year project funded by the Australian Government to “develop an authoritative, freely accessible, distributed and federated biodiversity data management system that links Australia’s biological knowledge with its scientific reference collections and other custodians of biological information”.

The project aims:

- To integrate data on specimens held by Australia’s natural history collections and data from field observations of living organisms
- To support the management and integration of biological data from all areas of research (molecular to ecological)
- To develop search interfaces and web services to facilitate discovery of biological information resources and to support the use of biological data in scientific research, policy-making and education
- To ensure that data relating to Australian organisms is well-managed and organised to meet future information requirements.

The ALA is a consortium between CSIRO, the Australian Museum, Museum Victoria, Queensland Museum, the Tasmanian Museum and Art Gallery, Southern Cross

¹ The ALA infrastructure will be used as an integration tool both for publicly accessible data (including data licensed only for noncommercial and/or share-alike use) and also for more restricted publication of certain data sets to limited audiences managed through an access framework. The ALA is not in a position to grant wider access to this latter category of data.

University, the University of Adelaide, the Council of Heads of Australasian Herbaria, the Commonwealth Department of Agriculture, Fisheries and Forestry and the Commonwealth Department of the Environment, Water, Heritage and the Arts.

The Encyclopedia of Life is an informal consortium of institutions and organizations dedicated to building an on-line Encyclopedia of Life composed of content-rich multimedia web pages for each 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 (such as FishBase) 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 many 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.

The EOL's membership is composed of universities, museums, and other similar organizations. Like the ALA, the EOL is a facilitating and organizing activity that relies on partnerships with others to accomplish most of its goals.

Objectives of this Memorandum of Understanding

(a) **Cooperative Projects:** To establish a framework for co-operative work between the ongoing EOL and ALA programmes. Cooperative activities may include:

1. Identifying and implementing collaborative projects of value to both organizations. Examples include the development of web-based identification tools and the TDWG/GBIF/EOL Species Profile Model.
2. Considering the sharing of personnel, such as detailing individuals to work with or at the other organization on topics of interest to both.
3. Developing joint workshops and meetings.

All such specific activities will be drafted as Addenda to this MOU with details, including personnel, funds and objectives captured on a case-by-case basis. Such Addenda are to be signed by both parties and will be regarded as separate binding agreements.

(b) **Access and Sharing:** to set the general conditions for the sharing and use of each other's data, software components and web services.

Access and Sharing - Conditions of Use

The ALA will provide access to biodiversity data, software components and web services. EOL will provide access to species information, in a standardized, easy to use format, and tools and web services for sorting and analyzing species-level data. The conditions for use of such data, software and web services are:

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, the ALA will indicate that the information came from the EOL and will include all further attribution metadata. For ALA-supplied data, EOL will require users to meet the ALA's standards of attribution for its data providers and itself.
2. Each party agrees to fully acknowledge the other (verbally and by including logos) when citing or promoting jointly developed products.
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, ALA 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, ALA 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. ALA shall incorporate the provisions of this Section into any potential ALA subcontracts, if any, entered into in connection with this MOU.
4. EOL and Smithsonian will not use CSIRO's name or logo (except, where relevant, to the extent required to describe the nature or location of the CSIRO's business) in any public communication without CSIRO's prior written consent.
5. The ALA infrastructure will be used as an integration tool both for publicly accessible data (including data licensed only for non-commercial and/or share-alike use) and also for more restricted publication of certain data sets to limited audiences managed through an access framework. The ALA is not in a position to grant wider access to this latter category of data.

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. Atlas of Living Australia Representative. For the purposes of liaison and direction in daily operation matters, ALA shall be represented by Donald Hobern, or an authorized representative thereof.
3. Substitution of Representative. Smithsonian and ALA 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 ATLAS OF LIVING AUSTRALIA

Donald Hobern
Director – ALA
CSIRO Entomology
GPO Box 1700
Canberra ACT 2601
Australia
T: +61 2 6246 4353
F: +61 2 6246 4094

For Contractual and Legal Matters:

Contracting Officer
Office of Contracting
Smithsonian Institution
PO Box 37012
Washington, D.C. 20560-1200
Attn: Director
+1.202.633.7290

Linda Leavitt
Contract Manager
CSIRO Entomology
GPO Box 1700
Canberra ACT 2601
Australia
T: +61 2 6246 4030
F: +61 2 6246 4094

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 CSIRO from participating in similar activities or arrangements with other public or private initiatives, organizations, or individuals.

Duration

This agreement is valid until modified or canceled by both parties.

Signatures

For Atlas of Living Australia

Signature *Mark Lonsdale*

Date: 9/10/08

Name: Dr Mark Lonsdale
Title: an authorized representative of CSIRO

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

Signature *Cristián Samper*

Date: 19/11/08

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