

MEMORANDUM OF UNDERSTANDING

Between

The Smithsonian Institution, on behalf of
The Encyclopedia of Life

And

ZooKeys

Introduction

This Memorandum of Understanding (MOU) provides the basis for the Encyclopedia of Life ("EOL") and ZooKeys to work together to develop and share critical biodiversity informatics infrastructure. In particular, ZooKeys will allow the EOL to access its information, and to re-format this information for use in the encyclopedia. In return, ZooKeys will have access to the resources of EOL, including species pages, scanned literature, and informatics tools.

The Parties

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. EOL is currently composed of five working groups:

- *Species Pages Group*—defines the composition of information on species pages; works with the scientific community to identify potential sources of information (such as ZooKeys) 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 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.

ZooKeys is a peer-reviewed, open-access, rapidly produced journal launched to support free exchange of ideas and information in systematic zoology.

- All papers in ZooKeys are published under a Creative Commons license and can be freely copied, downloaded, printed and distributed at no charge for the reader, provided that the original source is credited.

- Papers are published both online and in the traditional printed format, in full compliance with the current requirements of the International Code for Zoological Nomenclature.
- ZooKeys is published by Pensoft Publishers (13a Geo Milev Str., 1111 Sofia, Bulgaria).
- ZooKeys is the first journal to routinely provide its contents to the EOL on the day of publication.

Objectives

1. To establish a framework for co-operative working between the ongoing EOL and ZooKeys programs. ZooKeys will provide standard, detailed and referenced information from the taxonomic literature, while EOL will display this information in a standardized web format adapted to a variety of end users and in a manner that facilitates comparison and aggregation of information with comparable information from other sources.
2. To develop mechanisms whereby EOL can easily access and reformat agreed content from ZooKeys. EOL and ZooKeys will jointly develop tools to facilitate this transfer of information. Particular activities include:
 - a. Providing information to enable EOL to serve most ZooKeys pages.
 - b. Providing data objects with appropriate Creative Commons licenses or a public domain certification, and with reference to the source.
 - c. Providing its content and meta-data via a format and interchange method compatible with the EOL at the date of this agreement.

To consider ZooKeys as a key provider of taxonomic literature to the EOL and to ensure that key credit and attribution metadata are displayed prominently for all data derived from ZooKeys, including links to the respective original ZooKeys pages in order to direct traffic towards ZooKeys with its additional tools, services, and interaction with users. This applies accordingly to information that ZooKeys might use from EOL.

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, ZooKeys will indicate that the information came from the EOL and will include all further attribution metadata. For ZooKeys-supplied data, EOL will require users to recognize two levels of attribution:
 - a. Credit for the whole work: ZooKeys
 - b. Credit to the individual reference, expert, editor or photographer, where applicable.
2. EOL will not provide all or major components of ZooKeys content to other data providers. Rather, such requests for re-usage will be forwarded to ZooKeys.

3. Neither EOL nor its users or partners may alter or replace content provided by ZooKeys. Instead, requests for corrections or additions will be forwarded to ZooKeys.
4. EOL and ZooKeys agree to show each other's logo on the site's list of data partners.
5. The Smithsonian Institution 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, ZooKeys 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, ZooKeys 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. ZooKeys shall incorporate this provision into all ZooKeys subcontracts, if any entered into in connection with this MOU.
6. EOL will provide ZooKeys with monthly statistics of usage of ZooKeys content in EOL (such as unique users, visits, pages, hits, bandwidth).
7. EOL may elect at its sole discretion to determine whether to present some, all or none of the data objects provided by ZooKeys and reserves the right to redact or remove any illegal, offensive, or objectionable content.
8. ZooKeys shall indemnify, hold harmless, and defend EOL and the Smithsonian Institution, its museums, bureaus, regents, officers, agents, and employees and the U.S. Government (collectively, "Indemnified Parties" and individually "Indemnified Party"), from and against all claims, demands, actions, damages, losses, costs, liabilities, expenses, reasonable attorney's fees and judgments asserted against an Indemnified Party based upon a claim by a third party that all or any portion of the content provided by ZooKeys infringes or violates any intellectual property or other rights including, but not limited to: patents, copyrights, trade names, trade secrets, privacy, publicity, licenses or any other rights of a third party.

Amendments and Modifications

Either party may amend or modify this MOU 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 **Cynthia Sims Parr, Species Pages Group Director, Encyclopedia of Life.**

2. ZooKeys Representative. For the purposes of liaison and direction in daily operation matters, ZooKeys shall be represented by **Lyubomir Penev, ZooKeys**, or an authorized representative thereof.
3. Substitution of Representative. Smithsonian and ZooKeys 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:

Cynthia Parr
Encyclopedia of Life
Smithsonian Institution
PO Box 37012 MRC 106
Washington, DC 20013-7012
+1.202.633.8730

To ZOOKEYS:

Lyubomir Penev, Managing Editor
ZooKeys
13a Geo Milev Str., 1111 Sofia,
Bulgaria
Email: info@pensoft.net
Phone: +359-2-8704281

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

Lyubomir Penev, Managing Editor
ZooKeys
13a Geo Milev Str., 1111 Sofia,
Bulgaria
Email: info@pensoft.net
Phone: +359-2-8704281

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 MOU is non-exclusive, and in no way restricts either EOL or ZooKeys from participating in similar activities or arrangements with other public or private initiatives, organizations, or individuals.

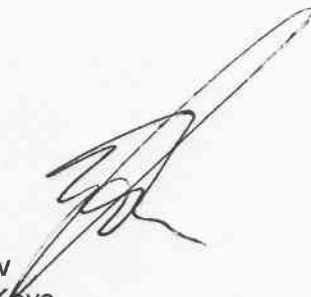
Duration

This agreement is valid until five years from the date of the last signature. Should the agreement not be extended EOL will remove ZooKeys content within one month after the end of the agreement.

Signatures

For ZooKeys

Signature



Date:

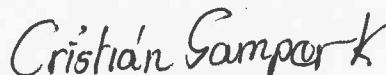
18 Nov 2008

Name: Lyubomir Penev

Title: President, ZooKeys

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

Signature



Date:

3 Dec. 08

Name: Cristián Samper

Title: Director, National Museum of Natural History