

MEMORANDUM OF UNDERSTANDING

Between

The Smithsonian Institution, on behalf of
The Encyclopedia of Life

And

AntWeb

Introduction

This Memorandum of Understanding provides the basis for the Encyclopedia of Life and AntWeb to work together to develop and share critical biodiversity informatics infrastructure. In particular, AntWeb will allow the Encyclopedia of Life to access its information about the world's ant species, and to reformat this information for use in the Encyclopedia. In return, AntWeb will have access to the resources of the Encyclopedia of Life, including species pages of ant associates (mimics, mutualists) and predators, scanned literature, and informatics tools.

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 (such as AntWeb) 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.

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

AntWeb is generally recognized as the most advanced biodiversity information system at species level dedicated to ants. Altogether, its acceptance by the ant community, the number of participating remote curators that maintain the site,

number of pictures, simplicity of web interface, and completeness of species, make AntWeb the premier reference for dissemination of data, information, and knowledge on ants.

For matters relating to this MOU, AntWeb is represented by its Coordinator, Brian Fisher.

Objectives

1. To establish a framework for co-operative working between the ongoing EOL and AntWeb programs. AntWeb will provide standard, detailed and referenced information on ants, while EOL will display this information in a standardized web format adapted to a variety of end users and in manner that facilitates comparison and aggregation of ant information with comparable information for other taxa.
2. To develop mechanisms whereby EOL can easily access and reformat agreed content from AntWeb. EOL and AntWeb will jointly develop tools to facilitate this transfer of information. Particular activities include:
 - a. Providing information as soon as possible with the existing tools to enable EOL to serve most AntWeb pages by July 2008.
 - b. Developing and implementing new packages to exchange information, based on common standards such as the TDWG/GBIF Species Data Profile and the TAPIR protocol.
 - c. The content provided by AntWeb under this agreement is the following:
 - i. Summary texts on biology, morphology, ecology, distribution, and importance.
 - ii. Photos with respective meta data, covered by CC-BY or CC-BY-NC licenses.
 - iii. URLs linking to more information in AntWeb.
3. To consider AntWeb as the key provider of ant information to the EOL and to ensure that key credit and attribution metadata are displayed prominently for all data derived from AntWeb, including links to the respective original AntWeb pages in order to direct traffic towards www.AntWeb.org with its additional tools, services, and interaction with users. This applies accordingly to information that AntWeb might use from the 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. Both parties further agree that the content they provide either is in the public domain or such party has obtained the necessary permissions from the rights-holders to use, reproduce and disseminate the content as described herein.
2. For EOL-supplied data, AntWeb will indicate that the information came from the EOL and will include all further attribution metadata. For AntWeb-supplied data, EOL will require users to recognize two levels of attribution:
 - a. Credit for the whole work AntWeb

- b. Credit to the individual reference, expert, editor or photographer, where applicable.
3. EOL will not provide all or major components of AntWeb content to other data providers. Rather, such requests for re-usage will be forwarded to AntWeb.
4. Neither EOL nor its users or partners may alter or replace content provided by AntWeb. Instead, requests for corrections or additions will be forwarded to AntWeb.
5. EOL and AntWeb agree to show each other's logo on the site's list of data partners.
6. 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, AntWeb 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, AntWeb 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. AntWeb shall incorporate the provisions of this Section into any potential AntWeb subcontracts, if any entered into in connection with this MOU.
7. EOL will provide AntWeb with monthly statistics of usage of AntWeb content in EOL (such as unique users, visits, pages, hits, bandwidth).

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. Such agreement requires the prior, written approval of the Smithsonian's Contracting Officer.

Authorized Representatives.

1. Contracting Officer. For the purposes of liaison and direction in contractual interpretation matters, dispute resolution, or for modification of this agreement, the EOL shall be represented by the Smithsonian Contracting Officer or an authorized representative thereof.
2. Contracting Officer's Technical 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 Contracting Officer shall be represented by **James Edwards, Executive Director, Encyclopedia of Life**, however, **Dr. Edwards** is not empowered to change the scope or other terms of this agreement, nor may he issue any amendments, without the prior written approval of the Contracting Officer.

3. AntWeb Representative. For the purposes of liaison and direction in daily operation matters, AntWeb shall be represented by **Brian Fisher, AntWeb coordinator**, or an authorized representative thereof.
4. Substitution of Representative. Smithsonian and AntWeb 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 ANTWEB:

Brian Fisher
Entomology
California Academy of Sciences
55 Concourse Drive
San Francisco, CA 94118
415 379 5314

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

Kristin Klingvall
Controller
California Academy of Sciences
875 Howard Street
San Francisco, CA 94103
ph: 415-321-8409
fax:415-321-8610

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

Duration

This agreement is valid until 28 February 2009. Should the agreement not be extended EOL will remove AntWeb content within one month after the end of the agreement.

Signatures

For AntWeb

Signature *Brian Fisher*

Date: 23 June 2008

Name: Brian Fisher
Title: Coordinator, AntWeb

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

Signature *Cristián Samper*

Date: 6/26/08

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