

MEMORANDUM OF UNDERSTANDING

Between

The Smithsonian Institution, on behalf of
The Encyclopedia of Life

And

The Society for the Management of Electronic Biodiversity Data (SMEBD)

Introduction

This Memorandum of Understanding (MOU) provides the basis for the Encyclopedia of Life ("EOL") and the Society for the Management of Electronic Biodiversity Data (SMEBD) to work together to develop and share critical biodiversity information and infrastructure. In particular, SMEBD will allow the EOL to access one of its databases, namely the World Register of Marine Species (WoRMS), and to re-format this information for use in the encyclopedia. In return, SMEBD 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 SMEBD) 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.

The World Register of Marine Species (WoRMS), is a database of the Society for the Management of Electronic Biodiversity Data (SMEBD) (www.smebd.eu) located at www.marinespecies.org. WoRMS is an authoritative database on marine species and some of their relatives from land and freshwater environments. It's content is directly managed by peer-selected world experts who are members of SMEBD, and

through SMEBD, have authorized the Flanders Marine Institute (VLIZ) to host the database.

Objectives

1. To establish a framework for co-operative working between the ongoing EOL and SMEBD programs. SMEBD will provide standard, detailed and referenced information from its WoRMS database, 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 upon content from SMEBD. EOL and SMEBD will jointly develop tools to facilitate this transfer of information. Particular activities include:
 - a. Providing information to enable EOL to serve information from the WoRMS database.
 - 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.
3. To consider SMEBD as a key provider of data on marine information and to ensure that key credit and attribution metadata are displayed prominently for all data derived from WoRMS, including links to the respective original WoRMS records in order to direct traffic towards the WoRMS portal with its additional tools, services, and interaction with users. This applies accordingly to information that SMEBD 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, SMEBD will indicate that the information came from the EOL and will include all further attribution metadata. For SMEBD-supplied data, EOL will require users to recognize multiple levels of attribution by displaying the citations for the information provided:
 - a. Credit for the whole work: The Society for the Management of Electronic Biodiversity Data
 - b. Credit to the individual project, reference, expert, editor or photographer, where applicable.
2. EOL will not provide all or major components of WoRMS content to other data providers. Rather, such requests for re-usage will be forwarded to SMEBD.
3. Neither EOL nor its users or partners may alter or replace content provided by SMEBD. Instead, requests for corrections or additions will be forwarded to SMEBD.

4. EOL and SMEBD 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, SMEBD 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, SMEBD 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. SMEBD shall incorporate this provision into all SMEBD subcontracts, if any entered into in connection with this MOU.
6. EOL will provide SMEBD with monthly statistics of usage of SMEBD 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 SMEBD and reserves the right to remove any illegal, offensive, or objectionable content.

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. SMEBD Representative. For the purposes of liaison and direction in daily operation matters, The Society for the Management of Electronic Biodiversity Data shall be represented by **Mark Costello, Chair SMEBD Council**, or an authorized representative thereof.
3. Substitution of Representative. Smithsonian and SMEBD 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 THE SOCIETY FOR THE
MANAGEMENT OF ELECTRONIC
BIODIVERSITY DATA:**

Dr Mark J. Costello,
Leigh Marine Laboratory,
University of Auckland,
PO Box 349, Warkworth 0941,
New Zealand.
Telephone +64-9-3737599 ext 83608
Email m.costello@auckland.ac.nz

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

The Society for the Management of
Electronic Biodiversity Data
c/o Ecological Consultancy
Services Ltd. (EcoServe),
Apex House,
Greenmount Industrial Estate,
Harolds Cross Road, Dublin 12,
Ireland
Telephone +353 1 4164303

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 or liability on behalf of the other.

Non-exclusive Agreement

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

Duration

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

Signatures

For the Society for the Management of Electronic Biodiversity Data

Signature



Date: 25th January 2009

Name: Mark Costello

Title: Chair Council of the Society for the Management of Electronic Biodiversity Data

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

Signature



Date: 1/26/09.

Name: Cristian Samper

Title: Director, National Museum of Natural History