

## **MEMORANDUM OF UNDERSTANDING**

Between

The Smithsonian Institution, on behalf of  
The Encyclopedia of Life

And

Plazi

### **Introduction**

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

**Plazi** is a not-for-profit association supporting and promoting the development of persistent and openly accessible digital taxonomic literature. To this end Plazi generally works to:

- Maintain a digital taxonomic literature repository to enable archiving of taxonomic treatments.

- Enhance submitted taxonomic treatments by creating TaxonX XML versions.
- Participate in the development of new models for publishing taxonomic treatments in order to maximize interoperability with other relevant cyberinfrastructure components (e.g., name servers, biodiversity resources, etc.)
- Advocate and educate about the vital importance of maintaining free and open access to scientific discourse and data.

## **Objectives**

1. To establish a framework for co-operative working between the ongoing EOL and Plazi programs. Plazi 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 Plazi. EOL and Plazi will jointly develop tools to facilitate this transfer of information. Particular activities include:
  - a. Providing information to enable EOL to serve most Plazi 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 Plazi 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 Plazi, including links to the respective original Plazi pages in order to direct traffic towards [www.plazi.org](http://www.plazi.org) with its additional tools, services, and interaction with users. This applies accordingly to information that Plazi 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, Plazi will indicate that the information came from the EOL and will include all further attribution metadata. For Plazi-supplied data, EOL will require users to recognize two levels of attribution:
  - a. Credit for the whole work: Plazi
  - b. Credit to the individual reference, expert, editor or photographer, where applicable.
2. EOL will not provide all or major components of Plazi content to other data providers. Rather, such requests for re-usage will be forwarded to Plazi.
3. Neither EOL nor its users or partners may alter or replace content provided by Plazi. Instead, requests for corrections or additions will be forwarded to Plazi.

4. EOL and Plazi 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, Plazi 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, Plazi 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. Plazi shall incorporate this provision into all Plazi subcontracts, if any entered into in connection with this MOU.
6. EOL will provide Plazi with monthly statistics of usage of Plazi 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 Plazi and reserves the right to redact or remove any illegal, offensive, or objectionable content.
8. Plazi hereby warrants and represents that all of the data objects and content it provides to EOL under this Agreement is in the public domain.

#### **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.**
3. Plazi Representative. For the purposes of liaison and direction in daily operation matters, Plazi shall be represented by **Donat Agosti, President, Plazi**, or an authorized representative thereof.
4. Substitution of Representative. Smithsonian and Plazi 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 PLAZI:  
Donat Agosti  
*Plazi*  
Zinggst. 16  
3007 Bern  
Switzerland  
[www.Plazi.org](http://www.Plazi.org)  
Email: [plazi@plazi.org](mailto:plazi@plazi.org)  
Phone: +41-31-370 1060

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

Donat Agosti  
*Plazi*  
Zinggst. 16  
3007 Bern  
Switzerland  
[www.Plazi.org](http://www.Plazi.org)  
Email: [plazi@plazi.org](mailto:plazi@plazi.org)  
Phone: +41-31-370 1060

#### **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 Plazi 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 Plazi content within one month after the end of the agreement.

**Signatures**

For Plazi

Signature *D. Agosti*

Date: *12/8/08*

Name: Donat Agosti  
Title: President, Plazi

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

Signature *C Samper K.*

Date: *12/17/08*

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