

班 MEMORANDUM OF UNDERSTANDING

Between

The Smithsonian Institution, on behalf of
The Encyclopedia of Life

And

Biodiversity Committee, Chinese Academy of Sciences

Introduction

This Memorandum of Understanding provides the basis for the Encyclopedia of Life (EOL) and the Biodiversity Committee, Chinese Academy of Sciences (the Committee) to work together to develop and share critical biodiversity informatics information and infrastructure. In particular, EOL authorizes the Committee to utilize the EOL name, logo, species-page format, and related software to establish the Chinese regional EOL (EOL-China), headquartered at the Committee, thus making species pages about Chinese organisms available on the Internet in the Chinese language. In return, the Committee will allow the Encyclopedia of Life to access its information on Chinese fauna, flora, and microorganisms, including digital versions of Chinese botanical literature, and will allow EOL to serve this information on the international EOL portal.

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 Pages Group*—defines the composition of information on species pages; works with the scientific community to identify potential sources of information (such as the Committee) 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 the Species Pages Group component leader, Cynthia Sims Parr.

The Biodiversity Committee, Chinese Academy of Sciences, is an academic organization coordinating many institutions in the Chinese Academy of Sciences. The aim of the Committee is to enhance research and practice on biodiversity conservation and sustainable use in China.

The mission of the Biodiversity Committee is to promote domestic biodiversity research and academic exchange; provide advice on the management of biological resources and their environment; establish and maintain Chinese biodiversity information system; and disseminate knowledge of biodiversity to enhance public awareness of biodiversity conservation. The committee and its collaborators organize academic conferences, develop training courses, publish journals, monographs and books, and use related websites to distribute the information efficiently and effectively.

For matters relating to this MOU, the Committee is represented by Prof. Keping Ma, vice-director and Secretary-General of the Committee.

Objectives

1. To establish a framework for cooperation between the EOL and the Committee.
2. To develop a regional version of EOL in China. EOL China will be authorized to use the EOL name, logo, species page format, and related software to set up the website of EOL China. This regional EOL will focus on providing information on species distributed in China, including digitized biodiversity literature published in Chinese.
3. To allow EOL access and use of the information and material in the EOL China website/database integrated by the Committee and collaborators on the international EOL portal, and to allow EOL China to utilize species information developed by EOL and EOL participants in their website/database, subject to the re-use limitations and conditions stipulated by the providers of that information.

4. To set up a mirror site of EOL with menus and other interface elements in Chinese, to distribute information in a user-friendly, timely and effective way to Chinese users.

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, the Committee will indicate that the information came from the EOL and will include all further attribution, copyright, and licensing metadata. For the Committee-supplied data, EOL will require users to recognize two levels of attribution through use of the appropriate CC licenses: a. Credit for the whole work of the Committee; b. Credit to the individual reference, expert, editor or photographer, where applicable.
2. The Committee warrants and represents that the content they provide under this Agreement either is in the public domain, that they hold the rights, or that they have obtained the necessary permissions from the rights-holders to use, reproduce and disseminate the content for use in the Encyclopedia, and that the Committee will hold EOL and its cornerstone institutions harmless in the event of a claim arising from the submitted content.
3. EOL will post on the EOL site a statement designating an agent for receiving notice of any content alleged to violate copyright or other rights. EOL will remove any of the Committee's content upon receiving such notice or upon otherwise discovering infringing content.
4. The Committee shall remove from the mirror site any content from any EOL partner removed from the EOL site, based on the removal information provided by the EOL.
5. EOL will not answer requests to provide all or major components of the Committee content to other data providers. Rather, such requests for re-usage will be forwarded to the Committee.
6. Neither EOL nor its users or partners may alter or replace content provided by the Committee. Instead, requests for corrections or additions will be forwarded to the Committee.
7. EOL and the Committee agree to show each other's logo on the site's list of data partners.
8. 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, the Committee

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, the Committee 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. The Committee shall incorporate the provisions of this Section into any potential Committee subcontracts, if any entered into in connection with this MOU.

9. EOL will provide the Committee with monthly statistics of usage of the Committee-provided content accessed through the EOL portal (such as unique users, visits, pages, hits, bandwidth), and *vice versa*.

Amendments and Modifications

Either party may amend or modify this Memorandum of Understanding by notifying the other party in writing and with the prior written agreement of the other party.

Authorized Representatives for Technical Matters.

1. EOL 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 EOL shall be represented by **Cynthia Parr, Species Pages Group, Encyclopedia of Life**.
2. The Committee Representative. For the purposes of liaison and direction in daily operation matters, the Committee shall be represented by **Keping Ma, vice-director and Secretary-General of the Biodiversity Committee, Chinese Academy of Sciences**.
3. Substitution of Representative. Smithsonian and the Committee 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

For Contractual and Legal Matters:
Office of General Counsel
Smithsonian Institution

PO Box 23286
Washington, D.C. 20026-3286
Attn: General Counsel
+1.202.633.5100

To Biodiversity Committee:
Keping Ma
Institute of Botany,
the Chinese Academy of Sciences,
20 Nanxincun, Xiangshan,
Beijing, China 100093
0086-10-62836223

Shao Qing
Institute of Botany,
the Chinese Academy of Sciences,
20 Nanxincun, Xiangshan,
Beijing, China 100093
0086-10-62836603

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

Duration


This agreement is valid until 1 March 2014, and may be renewed upon mutual written agreement of the parties. Should the agreement not be extended, EOL will remove the Committee's content within one month after the end of the agreement. Authorization for the Committee to use the EOL name and logo expires upon termination of the agreement at which time the Committee must cease use. Either Party may withdraw from the Agreement by providing written notification to the other Party 90 days in advance of withdrawal. Should the Committee withdraw from the agreement, EOL will remove the Committee's content within one month.

No Financial Commitment

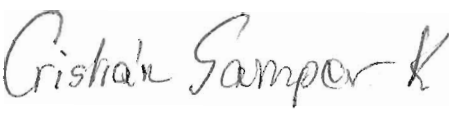
This MOU and the obligations set forth herein shall be subject to available funding and nothing in this MOU creates any financial obligation on the part of either party.

Signatures

For the Biodiversity Committee, Chinese Academy of Sciences

Signature  Date: *June 3. 2009*
Name: Keping Ma
Title: Vice-Director and Secretary-General of the Biodiversity Committee, CAS

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

Signature  Date: *3 June 2009*
Name: Cristián Samper
Title: Director, National Museum of Natural History