

## **Memorandum of Understanding**

Between

The Australian Faunal Directory (AFD),  
administered by the Australian Biological Resources Study (part of the Commonwealth of  
Australia represented by the Department of the Environment and Energy)

And

The Steering Committee of the World Register of Marine Species (WoRMS),  
represented by the Flanders Marine Institute (Vlaams Instituut voor de Zee – VLIZ)

### **Introduction**

This Memorandum of Understanding (MoU) provides the basis for cooperative work between the Australian Faunal Directory (AFD) and the World Register of Marine Species (WoRMS).

### **The parties**

#### Australian Faunal Directory

The Australian Faunal Directory (AFD; <https://biodiversity.org.au/afd/home>) is a relational database of taxonomy and nomenclature for Australian fauna. The AFD is the authoritative checklist for Australian faunal species. The database was one of the first online databases of its kind, and continues to be an authoritative source of faunal names. The database is administered and maintained by Australian Biological Resources Study (ABRS) which is part of the Commonwealth of Australia's Department of the Environment and Energy) on behalf of, and in consultation with Australian taxonomic research and collections community and its peak body, the Council of Heads of Australian Faunal Collections. It provides an essential service to Australian governments and research institutions, including providing accurate information on faunal names critical to the Department of the Environment and Energy in administering a range of its key responsibilities, e.g.

- the *Environment Protection and Biodiversity Conservation Act 1999* (Cth) (EPBC Act), and State and Territory lists of threatened faunal species;
- the delivery of information required to meet international obligations under a range of biodiversity frameworks including the Convention on Biological Diversity and the Global Biodiversity Information Facility; and
- providing a primary source of taxonomic data for faunal taxa in the Atlas of Living Australia (ALA)

## WoRMS – VLIZ

The Flanders Marine Institute (VLIZ) is a not-for-profit, largely government funded organization based in Oostende (Flanders, Belgium). VLIZ acts as the coordination and information platform for marine and coastal-related scientific research in Flanders and serves as an international contact point. The Data Centre Division provides assistance, technologies and tools to scientists and policy makers to support marine data management. Within international networks, VLIZ participates in the development of data infrastructures and promotes the flow of marine data from Belgium. The Data Centre is a world leader in managing biodiversity data, and is part of the World Data System of the International Council for Science (ICSU). In particular, VLIZ has built-up expertise in taxonomic data management through the hosting of the World Register of Marine Species (WoRMS) and related taxonomically-oriented databases.

The World Register of Marine Species (WoRMS) – including its subregisters – is managed by the WoRMS Steering Committee (WoRMS SC), who represents the editors in all matters relating to the databases, including liaison with other (international) programs, projects and initiatives concerning the databases, in close collaboration with the WoRMS Data Management Team (WoRMS DMT). They are responsible for the scientific correctness of the database, and for identifying data and editor gaps. WoRMS itself is part of the Aphia platform, an infrastructure designed to capture taxonomic and related data which includes an online editing environment. Aphia is hosted at and managed by the Flanders Marine Institute (VLIZ) and is an integral part of the LifeWatch Taxonomic Backbone (LW-TaxBB), which is a central component of the European LifeWatch project.

## **Objectives**

- To establish a framework of cooperation between the AFD and WoRMS, that uses the comparative advantage of each information system to:
  - o promote the use of biodiversity information systems for scientific research;
  - o minimize duplication of efforts by identifying the overlaps between both initiatives and set up data exchanges to fill gaps:
    - From WoRMS to AFD:
      - Taxonomic data exchange
    - From AFD to WoRMS:
      - Taxonomic data exchange
      - Type specimen/locality information
      - Distribution information
- To develop automated- and human-driven mechanisms whereby AFD and WoRMS can easily exchange data.
- To enable the integration of the Australian standard spatial framework for marine and coastal bioregions (Integrated Marine and Coastal Regionalisation of Australia,

IMCRA) into MarineRegions ([www.marineregions.org](http://www.marineregions.org)), a data system which is also hosted and managed at the Flanders Marine Institute.

### **Conditions of data exchange**

The cooperative framework is governed by the following conditions:

#### Credits

- The ABRS AFD Team and the WoRMS Data Management Team will work on a proposed solution to make credits to each other's information system more visible on their respective websites, beyond the citations as a reference that are already provided.
- This proposed solution will be adjusted and fine-tuned by ABRS and the WoRMS Steering Committee to respect the constraints related to the various partnerships in each case.

#### Storage and storage format

- Each party agrees that the other party stores its data on its own repository and data structure.

#### Content

- Neither WoRMS nor its users or partners may alter or replace content provided by AFD. Instead, requests for corrections or additions that arrive at the Data Management Team (DMT) of WoRMS ([info@marinespecies.org](mailto:info@marinespecies.org)), will be forwarded to AFD for consideration.
- Neither AFD nor its users or partners may alter or replace content provided by WoRMS. Instead, requests for corrections or additions that arrive at the AFD Team ([australianfaunaldirectory@environment.gov.au](mailto:australianfaunaldirectory@environment.gov.au)), will be forwarded to WoRMS for consideration.
- Each party will download the other party's information on a regular basis, aiming to be in synchronization as closely as possible.
- Each party may elect, at its sole discretion, to determine whether to present some, all, or none of the data objects provided by the other party and reserves the right to remove data objects or other content that it considers to be illegal, offensive or objectionable content.

#### Dissemination

- Each party will ensure that proper credit and attribution metadata are indicated and displayed (e.g., on webpages and in downloaded datasets), including links to the respective database records in order to direct traffic towards the original portal with its additional tools, services and interaction with users.
- Each party holds the right to display the other party's content on its different related portals and to allow the content to be used in web services, modelling exercises, the creation of data products, and offering it to users through each party's download service.

### **Intellectual property rights**

- The exchange of data, information and other material under this MoU will not affect any pre-existing moral rights or ownership of intellectual property in the data, information and other material exchanged.
- WoRMS acknowledges that the Commonwealth of Australia owns copyright in all data, information and other material produced by the ABRS. WoRMS agrees that all data, information and other material provided to WoRMS under this MoU is provided under, and must be used in accordance with, a [Creative Commons Attribution 4.0 International Public License](https://creativecommons.org/licenses/by/4.0/legalcode) (a copy of which is available at: <https://creativecommons.org/licenses/by/4.0/legalcode>).
- ABRS acknowledges that VLIZ owns copyright in all data, information and other material produced by WoRMS, and agrees that all data, information and other material provided to ABRS under this MoU is provided under, and must be used in accordance with, a Creative Commons Attribution 4.0 International Public License.

### **Limited Warranty**

The Electronic Intellectual Property (EIP; any data provided in an electronic format) is licensed to the receiving party on an “as is” basis, and the providing party makes no guarantees, representations or warranties with respect to the data, either express or implied, arising by law or otherwise, including but not limited to, effectiveness, completeness, accuracy, or fitness for purpose.

### **Exclusion and indemnity**

- Neither party may incur any obligation or liability on behalf of the other.
- A party (first party) shall release and hold harmless the other party, its servants, agents and contractors (second party) from any claim, demand, or action, alleging loss, costs, expenses, damages, or injuries (including injuries resulting in death) arising out of the second party’s use of the EIP or acts or omissions in any way relating to this MoU, except to the extent that the second party has behaved negligently or unlawfully.
- This MoU shall impose no financial obligation on either party.

### **Amendments and modifications**

Either party may recommend amendments to this MoU by notifying the other party in writing. The amendment shall enter in force after the subsequent agreement of the other party.

### **Conflict resolution**

If this MoU is to be terminated, neither party can demand to withdraw the exchanged data, information or other material from the other party’s databases. In such a situation, all parties can continue to use and maintain the received data, information or other material as they see best, respecting and acknowledging the original source of the data, information or other



material and complying with the terms of any intellectual property licence under which the data, information or other material was provided.

#### **Not a legal partnership and nature of relationship**

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.

This MoU is not intended to create a legal relationship or be legally binding on either party. However, intellectual property licenses applying to data, information and other material exchanged under this MoU will be legally binding. Those licenses will commence on the date of exchange and continue indefinitely despite the termination of this MoU.

#### **Non-exclusive agreement**

This MoU is non-exclusive, and in no way restricts either the AFD (ABRS and its partners) or WoRMS (and its host institute) from participating in similar activities or arrangements with other public or private initiatives, organizations or individuals.

#### **Duration and termination**

This agreement is valid indefinitely until it is terminated by either party by a written notice sent to the other party 3 months in advance.

## Notices

All written consents required hereinabove shall be sent to the following addresses:

To Australian Faunal Directory (ABRS):

Australian Biological Resources Study  
Department of the Environment and Energy  
GPO Box 787  
Canberra, ACT 2600  
Australia

To WoRMS:

Flanders Marine Institute (VLIZ)  
Att. WoRMS Data Management Team  
InnovOcean site  
Wandelaarkaai 7  
8400 Oostende  
Belgium

## Authorized representatives

- ***AFD representative***: for the purposes of liaison, providing guidance and direction in daily operational matters, AFD shall be represented by the General Manager, ABRS
- ***WoRMS representative***: for the purposes of liaison and providing guidance and direction in daily operational matters, WoRMS shall be represented by the Chair or the Vice-Chair of its Steering Committee.
- ***VLIZ representative***: for the purposes of liaison and providing guidance and direction in daily operational matters, the Flanders Marine Institute (VLIZ) – permanent host institute of the Aphia database and its related registers, including WoRMS – shall be represented by its General Director.

## Signatures

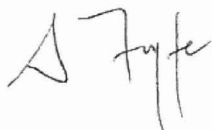
For the Commonwealth of Australia as represented by the Department of the Environment and Energy's Australian Biological Resources Study

Name: Sue Fyfe

Title: Director of Biodiversity Science

Date: 8 March 2019

Signature:

A handwritten signature in black ink, appearing to read 'S Fyfe'.

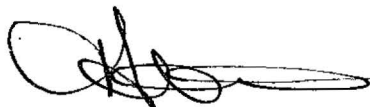
For the World Register of Marine Species

Name: Tammy Horton

Title: Chair of the Steering Committee of the World Register of Marine Species

Date: 11 March, 2019

Signature:

A handwritten signature in black ink, appearing to read 'Tammy Horton'.

For the Flanders Marine Institute (VLIZ)

Name: Jan Mees

Title: General Director

Date:

Signature:

A handwritten signature in black ink, appearing to read 'Jan Mees'.

