

MEMORANDUM OF UNDERSTANDING

Between

The Smithsonian Institution, on behalf of
The Encyclopedia of Life ("EOL")

And

Wildscreen, on behalf of ARKive

Introduction

This Memorandum of Understanding provides the basis for the Encyclopedia of Life and ARKive to work together to develop and share critical biodiversity informatics infrastructure. In particular, ARKive will allow the Encyclopedia of Life to access textual materials that it has developed or commissioned, and to reformat this information for use in the Encyclopedia. In return, EOL will provide appropriate online attribution for all content provided by ARKive, including click-through links to ARKive, and ARKive will have access to the resources of the Encyclopedia of Life, including species pages, 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 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.

ARKive is a Wildscreen initiative - a non-profit charitable organization dedicated to promoting the public understanding of biodiversity and the need for its conservation,

through the power of wildlife imagery. ARKive's mission is to create a lasting, publicly accessible, audio-visual record of life on Earth, in order to promote better understanding, appreciation and conservation of the world's biodiversity.

It achieves this by:

- creating a centralized repository of films and photographs of endangered species, and in the long term, expanding this to include all species that have been filmed or photographed
- preserving and maintaining these collections for the benefit of future generations
- making this valuable collection freely accessible to all, in order to help raise awareness and stimulate interest in the natural world
- being an authoritative source of information in its own right, whilst complementing and linking to other biodiversity data sets, conservation organizations and educational establishments

Contributors to ARKive include the most famous names in natural history filmmaking and photography, commercial film and photo libraries, leading academic institutions, conservation NGOs, as well as a whole host of individuals worldwide.

For matters relating to this MOU, ARKive is represented by its Executive Director.

Objectives

1. To establish a framework for co-operative working between the ongoing EOL and ARKive programs. ARKive will provide standard, detailed and referenced information about species that it covers, 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 this information with comparable information for other taxa.
2. To develop mechanisms whereby EOL can easily access and reformat agreed content from ARKive. EOL and ARKive will jointly develop tools to facilitate this transfer of information.

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, ARKive will indicate that the information came from the EOL and will include all further attribution metadata. For ARKive-supplied data, EOL will require users to recognize two levels of attribution:
 - a. Credit for the whole work ARKive

- b. Credit to the individual reference, expert, editor or photographer, where applicable.
3. EOL will not provide all or major components of ARKive content to other data providers. Rather, such requests for re-usage will be forwarded to ARKive.
4. EOL and ARKive agree to show each other's logo on the site's list of data partners.
5. ARKive agrees to make available to EOL all ARKive species texts for an initial period of one year (including any additional ARKive species texts written and published during this time) under a CC-BY-NC-SA license, with appropriate online attribution as agreed between the two parties, and with ARKive listed under Specialist Projects for all relevant species. ARKive reserves the right to withdraw the ARKive species texts from EOL (and have EOL remove them from their website) should Wildscreen feel that continuing the supply of the ARKive texts is detrimental to ARKive's reputation, charitable objects, or fundraising opportunities or potential.
6. EOL owns, controls, and has registered certain trademarks and service marks, including, but not limited to "Smithsonian," "Smithsonian Institution," the Smithsonian sunburst logo and the EOL name and logo (collectively "Names"). Except as expressly provided by EOL's prior, written consent, ARKive 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, ARKive shall immediately cease to use the Names, and shall not exploit in any manner its association with EOL, unless otherwise agreed to in writing by EOL at the time of such expiration or termination. ARKive shall incorporate the provisions of this Section into any potential subcontracts entered into in connection with this MOU.
7. EOL will provide ARKive with monthly statistics of usage of ARKive 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.

Authorized Representatives

1. 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, EOL shall be represented by **James Edwards, Executive Director, Encyclopedia of Life**.
3. ARKive Representative. For the purposes of liaison and direction in daily operation matters, ARKive shall be represented by **Richard Edwards, ARKive Director, Wildscreen**, or an authorized representative thereof.

4. Substitution of Representative. EOL and ARKive 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 EOL:

For Technical Matters:

James Edwards
Encyclopedia of Life
Smithsonian Institution
PO Box 37012 MRC 106
Washington, DC 20013-7012
+1.202.633.8730

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

To ARKive:

Richard Edwards
ARKive Director
Wildscreen
Ground Floor
The Rackhay
Queen Charlotte Street
Bristol
BS1 4HJ
United Kingdom
+44.117.3285956

Richard Edwards
ARKive Director
Wildscreen
Ground Floor
The Rackhay
Queen Charlotte Street
Bristol
BS1 4HJ
United Kingdom
+44.117.3285956

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

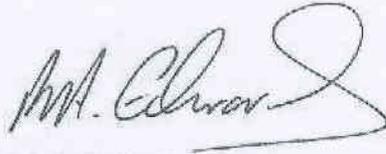
Duration

This agreement is valid for one year from the date of signing. Should the agreement not be extended and should ARKive request it to do so, EOL will remove ARKive content within one month after the end of the agreement.

Signatures

For ARKive

Signature



Date:

03/07/08

Name: Richard Edwards

Title: ARKive Director, Wildscreen

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

Signature



Date:

03/07/08

Name: Cristian Samper

Title: Director, National Museum of Natural History