

MEMORANDUM OF UNDERSTANDING

Between

The Smithsonian Institution, on behalf of
The Encyclopedia of Life

And

FishBase

Introduction

This Memorandum of Understanding provides the basis for the Encyclopedia of Life and FishBase to work together to develop and share critical biodiversity informatics infrastructure. In particular, FishBase will allow the Encyclopedia of Life to access its information about the world's fish species, and to reformat this information for use in the Encyclopedia. In return, FishBase will have access to the resources of the Encyclopedia of Life, including species pages of, e.g., non-fish prey and predators, 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 (such as FishBase) 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.

FishBase is generally recognized as the most advanced biodiversity information system at species level dedicated to one group of organisms (finfishes). Altogether, its wide coverage of information domains, number of pictures, simplicity of web interface,

multilingual access, completeness of species, and deep links with many other biodiversity information systems make FishBase the premier reference for dissemination of data, information, and knowledge on finfishes. FishBase is governed by the FishBase Consortium. The consortium consists of (in alphabetical order):

Aristotle University of Thessaloniki, Thessaloniki
Chinese Academy of Fishery Science (CAFS), Beijing
Fisheries Centre University of British Columbia, Vancouver
Food and Agriculture Organization of the United Nations, Rome
IFM-GEOMAR, Kiel
Muséum National d'Histoire Naturelle, Paris
Royal Museum for Central Africa, Tervuren
Swedish Museum of Natural History, Stockholm
WorldFish Center, Penang.

For matters relating to this MOU, FishBase is represented by its Coordinator.

Objectives

1. To establish a framework for co-operative working between the ongoing EOL and FishBase programs. FishBase will provide standard, detailed and referenced information on finfishes, 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 finfish information with comparable information for other taxa.
2. To develop mechanisms whereby EOL can easily access and reformat agreed content from FishBase. EOL and FishBase will jointly develop tools to facilitate this transfer of information. Particular activities include:
 - a. Providing information to enable EOL to serve most FishBase pages.
 - b. Developing and implementing new packages to exchange information, based on common standards such as the TDWG/GBIF Species Data Profile and the TAPIR protocol.
 - c. The content provided by FishBase under this agreement is the following:
 - i. Summary texts on biology, morphology, ecology, distribution, and importance.
 - ii. Photos with respective meta data, covered by CC-BY or CC-BY-NC licenses.
 - iii. URLs linking to more information in FishBase.
3. To consider FishBase as the key provider of finfish information to the EOL and to ensure that key credit and attribution metadata are displayed prominently for all data derived from FishBase, including links to the respective original FishBase pages in order to direct traffic towards www.fishbase.org with its additional tools, services, and interaction with users. This applies accordingly to information that FishBase might use from the 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, FishBase will indicate that the information came from the EOL and will include all further attribution metadata. For FishBase-supplied data, EOL will require users to recognize two levels of attribution:
- a. Credit for the whole work FishBase
 - b. Credit to the individual reference, expert, editor or photographer, where applicable.
2. EOL will not provide all or major components of FishBase content to other data providers. Rather, such requests for re-usage will be forwarded to FishBase.
 3. Neither EOL nor its users or partners may alter or replace content provided by FishBase. Instead, requests for corrections or additions will be forwarded to FishBase.
 4. EOL and FishBase agree to show each other's logo on the site's list of data partners.
 5. 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, FishBase 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, FishBase 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. FishBase shall incorporate the provisions of this Section into any potential FishBase subcontracts, if any entered into in connection with this MOU.
 6. EOL will provide FishBase with monthly statistics of usage of FishBase 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, the Smithsonian Institution, on behalf of the EOL, shall be represented by **James Edwards, Executive Director, Encyclopedia of Life.**
3. **FishBase Representative.** For the purposes of liaison and direction in daily operation matters, FishBase shall be represented by **Rainer Froese, Coordinator, FishBase,** or an authorized representative thereof.

4. Substitution of Representative. Smithsonian and FishBase 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:
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 FISHBASE:
Rainer Froese
FishBase
Leibniz-Institute of Marine Sciences
IfM-GEOMAR
Duesternbrooker Weg 20
24105 Kiel
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Tel. +49 431 600 4579
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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 FishBase from participating in similar activities or arrangements with other public or private initiatives, organizations, or individuals.

Duration

This agreement is valid until 28 February 2009. Should the agreement not be extended EOL will remove FishBase content within one month after the end of the agreement.

Signatures

For FishBase

Signature 

Date: 9 May 2008

Name: Rainer Froese
Title: Coordinator, FishBase Consortium

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

Signature 

Date: 5 May 2008

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