

**Memorandum of Understanding**  
**between**  
**The Smithsonian Institution and the**  
**Flanders Marine Institute (Vlaams Instituut voor de Zee – VLIZ), by and on behalf of the**  
**Steering Committee of the World Register of Marine Species (WoRMS)**

This Memorandum of Understanding (“MOU”), effective as of **October 1, 2017** (“Effective Date”), is entered into by and between the Smithsonian Institution (“the Smithsonian”), a non-profit trust instrumentality of the United States created in 1846 by an act of the United States Congress, having its principal place of business at 1000 Jefferson Drive, SW, Washington, D.C. 20560, U.S.A., by and through the National Museum of Natural History (“NMNH”), 10th St. & Constitution Ave. NW, Washington, DC 20560, and on behalf of the Encyclopedia of Life (“EOL”) and the Flanders Marine Institute (Vlaams Instituut voor de Zee (“VLIZ”)), an academic institution having its principal place of business at Wandelaarkaai 7, 8400 Oostende, Belgium, by and on behalf of the Steering Committee of the World Register of Marine Species (“WoRMS”).

**WHEREAS** the Smithsonian was established for the “increase and diffusion of knowledge” and has established museums, research centers and programs dedicated to the understanding and preservation of humanity’s cultural heritage, the encouragement of contemporary cultural creativity, and the understanding and sustaining of the planet’s biodiversity.

**WHEREAS** the Encyclopedia of Life, hereinafter referred to as “EOL”, an international consortium whose Secretariat is located at the NMNH, was created to “build an on-line digital resource composed of content-rich multi-media species pages and structured trait data for all of the presently known species on Earth.”

**WHEREAS** the World Register of Marine Species ([www.marinespecies.org](http://www.marinespecies.org)), hereinafter referred to as “WoRMS” is an authoritative database on marine species and some of their relatives from land and freshwater environments, whose content is provided by collaborating partner institutions (“Partners”) and directly managed by peer-selected world experts.

**WHEREAS** since 2009 EOL and WoRMS have collaborated in accordance with the terms of a separate MOU.

**WHEREAS** as of 2017, the VLIZ now provides hosting and necessary technical and content support to the WoRMS editor, the WoRMS user community and the Aphia database platform, an infrastructure designed to capture taxonomic and related data and information, on which WoRMS is the online editing environment for the marine taxa.

**WHEREAS** the Aphia platform – and thus WoRMS – represents a major part of the LifeWatch Taxonomic Backbone, the creation of which is a VLIZ contribution to the central component of the LifeWatch ESFRI designed to facilitate the standardization of species data and the (virtual) integration of the many existing distributed biodiversity data repositories and operating facilities.

**WHEREAS** both the Smithsonian and VLIZ desire to continue to work together to develop and share digital biodiversity content – including articles, media, data and other relevant information – for purposes of assembling and growing the EOL as a free and open global resource.

**NOW, THEREFORE,** the Smithsonian and VLIZ (collectively the “Parties”) agree as follows:

- A. The Parties will continue to support the existing framework for co-operative data sharing between the ongoing EOL and WoRMS programs. WoRMS will provide standard, detailed and referenced information from its database to the Smithsonian for display on EOL.
- B. The Smithsonian, through 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.
- C. To develop mechanisms whereby the Smithsonian, through EOL, can easily access and reformat agreed upon content from WoRMS, the Parties will continue to support tools to facilitate this transfer of information. Particular EOL activities include:
  - a. Providing information to enable the Smithsonian, through EOL, to serve information from the WoRMS database,
  - 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.
- D. The Smithsonian, through EOL, will consider WoRMS as a key provider of data on marine information and ensure that key credit and attribution metadata are displayed prominently for all data derived from WoRMS, including links to the respective original WoRMS records to facilitate access to the WoRMS portal with its additional tools, services, and interaction with users. Furthermore, in its terms of use, EOL will specify that users should recognize multiple levels of attribution by displaying the citations for the information provided, to include credit for the whole work and credit to the individual project, reference, expert, editor or photographer, where applicable. The ability of EOL to display this data will be subject to prior receipt of this information from WoRMS.
- E. VLIZ will consider EOL as a key provider of data and will ensure that key credit and attribution metadata are displayed prominently for all data derived from EOL which is displayed on WoRMS, including links to the respective original EOL records to facilitate access to the EOL with its additional tools, services, and interaction with

users. Furthermore, in its terms of use, VLIZ will specify that users should recognize multiple levels of attribution by displaying the citations for the information provided, to include credit for the whole work and credit to the individual project, reference, expert, editor or photographer, where applicable. The ability of VLIZ to display this data on WoRMS will be subject to prior receipt of this information from EOL.

- F. Where all or major components of WoRMS content are provided to the public by EOL as an aggregated data product, that product will be date-stamped, carry full metadata, and will be updated if the need for the aggregated data product is repeated or ongoing.
- G. Where all or major components of WoRMS content in the absence of other Partner content are particularly requested by a user, EOL will refer the requestor to existing sites where WoRMS data is made available to the public.
- H. Where all or major components of EOL content are provided to the public by WoRMS an aggregated data product, that product will be date-stamped, carry full metadata, and will be updated if the need for the aggregated data product is repeated or ongoing.
- I. Where all or major components of EOL content in the absence of other Partner content are particularly requested by a user, WoRMS will refer the requestor to existing sites where EOL data is made available to the public.
- J. Neither EOL nor its users or partners may alter or replace content provided by WoRMS on the EOL website. EOL will provide a mechanism on its site for users to offer feedback relevant to WoRMS that can be shared with WoRMS support contacts.
- K. Neither WoRMS nor its users or Partners may alter or replace content provided by EOL on the WoRMS website. WoRMS will provide a mechanism on its site for users to offer feedback relevant to EOL that can be shared with EOL support contacts.
- L. The Smithsonian, through EOL, will provide to the public WoRMS content cached in the EOL databases as-is with no warranty or claim of fitness for purpose.
- M. The Smithsonian, through EOL, will at its sole discretion present all, portions or none of any items of data provided by VLIZ and reserves the right to redact or remove any illegal, offensive, or objectionable content.
- N. VLIZ will provide to the public EOL content cached in the WoRMS databases as-is with no warranty or claim of fitness for purpose.

- O. VLIZ, will at its sole discretion present all, portions or none of any items of data provided by EOL and reserves the right to redact or remove any illegal, offensive, or objectionable content.
- P. EOL and WoRMS agree to display each other's logo on their respective websites in accordance with the license granted in Section 6 below.
- Q. EOL will provide WoRMS with monthly statistics of WoRMS content usage in a manner to be agreed to by the Parties.

### **1. Implementation of Specific Projects**

The Parties will enter into a separate written agreement for each specific initiative or project arising under this MOU that requires the commitment of funds from either or both Parties or otherwise necessitates written documents reflecting the Party's mutual understanding in detail for planning, development and implementation of the project ("Project Amendment").

### **2. Funding**

This MOU creates no financial obligation on the part of either Party and no commitment of staff or other resources except as set forth herein. All activities undertaken pursuant to this MOU shall be subject to available funding.

### **3. Notices**

Any notice or communication to either Party must be in writing signed by the Party giving it, delivered by U.S. mail, facsimile or hand, and addressed to the Party's representative. Notice shall be effective only when received by the addressee.

### **4. Representatives**

For purposes of liaison, required notices, approvals and general coordination, the Parties shall be represented as follows:

Smithsonian Institution: for the purposes of liaison and providing guidance and direction in daily operating matters, the Smithsonian Institution shall be represented by the head of the EOL Secretariat at the National Museum of Natural History.

Robert J. Corrigan, Jr.  
EOL Director of Operations  
National Museum of Natural History  
10<sup>th</sup> Street & Constitution Avenue, NW  
P.O. Box 37012 MRC 106  
Washington DC 20013-7012  
+1.202.633.2772 corriganr@si.edu

WoRMS: for the purposes of liaison and providing guidance and direction in daily operation matters, WoRMS shall be represented by the Chair or Vice-Chair of its Steering Committee.

Chair of the Steering Committee of the World Register of Marine Species (WoRMS)  
c/o Flanders Marine Institute  
Wandelaarkaai 7  
8400 Oostende  
Belgium

VLIZ: for the purposes of liaison and providing guidance and direction in daily operation 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.

Jan Mees  
General Director  
Flanders Marine Institute  
Wandelaarkaai 7  
8400 Oostende  
Belgium  
+32-(0)59-34.21.30  
Jan.mees@vliz.be

The Parties will promptly notify each other, in writing, of any substitution of representatives.

## **5. Confidentiality**

Both parties agree that this MOU, its contents and any project or project agreements arising under the MOU will not be treated as confidential. This MOU and any related documents may be released in accordance with applicable law and policy of the parties.

## **6. Use of Names and Marks**

Any Party may use the other Party's name and/or mark for the purpose of promoting and publicizing this collaboration and specific projects arising under this MOU. Neither party shall refer to another Party in any manner or through any medium whether written, oral or visual for any commercial purpose without the other Party's prior written approval.

## **7. Content Licensing and Attribution**

To the greatest extent possible, EOL promotes an open-source, open-access approach and requires that its content providers (including the EOL's core participants) submitting data to EOL agree to the following provisions:

1. All information currently in the public domain will remain in the public domain. Neither the EOL nor the content providers will seek to assert any intellectual property rights or impose any contractual restrictions on public domain materials that are made available through the EOL.
2. Content providers to EOL are required to adopt a Creative Commons license for text or media that is not in the public domain. The default and preferred license is CC-BY (Creative Commons Attribution), which allows users to copy, transmit and reuse the information, and to remix or adapt the information, as long as attribution regarding the source of the information is maintained.
3. Content providers to EOL who require some restrictions on re-use of their information may select an alternate Creative Commons license: CC-BY-SA (Attribution-ShareAlike), CC-BY-NC (Attribution-Non Commercial) or CC-BY-NC-SA (Attribution-NonCommercial-ShareAlike).
4. Content providers to EOL of trait data should share the trait data freely, but EOL supports the CC-BY license at the data set level if necessary.
5. The EOL will provide attribution information for all content that it makes available. EOL will also indicate the Creative Commons license attached to text, media, and data sets if provided by the content provider.

## **8. Term**

This MOU shall commence on the Effective Date, first set forth above, shall continue in effect for five (5) years unless terminated earlier in accordance with this MOU.

## **9. Renewal**

The Parties may renew this MOU upon their mutual written consent.

## **10. Termination**

Either Party may terminate this MOU for any reason prior to its expiration by providing thirty (30) days written notice of its intent to terminate. This MOU also may be terminated at any time by mutual written agreement of the Parties. Termination by either Party does not affect access to and use of content provided to and/or from either Party under this MOU.

## **11. Relationship of the Parties**

Under no circumstances will this MOU be construed as creating or establishing any formal, legal, association, partnership, joint venture, principal/agent or master/servant relationship between the Parties.

## **12. Indemnification**

To the extent authorized by law, each Party agrees to indemnify and hold the other Party harmless from any and all claims, liabilities, damages, and expenses arising or related to this MOU or any project arising thereunder, except a Party's gross negligence.

## **13. Assignment**

This MOU may not be assigned or transferred by either Party to a third party, except with the express written permission of the other Party.

## **14. Dispute Resolution**

Any dispute arising under this MOU will be resolved informally by consultation or negotiation, or by any other way agreed between the Parties, which may include mediation. If the parties are unable to resolve a dispute, the matter may be referred to the respective directors of the parties for resolution.

## **15. Official Language**

The official language of this MOU is English, which shall be the controlling language for all matters relating to the meaning or interpretation of this MOU.

## **16. Modification and Waivers**

No variation, amendment, change, modification or waiver of any term, provision or condition of this MOU will be valid unless in writing and signed by the Representatives of both Parties.

## **17. Force Majeure**

The Parties acknowledge that this MOU or any project arising under it may be suspended or terminated due to an event of force majeure including, but not limited to, fire, earthquake, epidemic, explosion, casualty, strike, act of war, riot, civil disturbance, terrorism, act of God, state, local or national law, decrees or ordinance, or any executive or judicial order, or any other reason beyond the Parties' control. Each Party will notify the other Party as soon as it is aware of any event of force majeure which would delay or prevent the performance. In the event of a force majeure, the Parties will consult with each other to determine a revised timeline for performance.

**18. Entire Agreement**

The terms and conditions herein constitute the entire agreement and understanding by and between the Parties and shall supersede all other communications, negotiations, arrangements, and agreements either oral or written, with respect to the subject matter herein.

**19. Counterparts; Signature**

This MOU may be executed in duplicate and each original shall be equally effective. Signatures on this MOU sent by facsimile or pdf are valid and binding as original signatures. The parties agree to sign two original documents.

[Signature page follows]



**WE, THE UNDERSIGNED HAVE READ AND AGREE WITH THIS MOU:**

**FOR VLIZ**

By:



[Name]

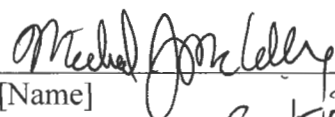
[Title]

*J. H. Jansen, Director*  
*8/17/17*

Date:

**FOR SMITHSONIAN INSTITUTION**

By:



[Name]

[Title]

*for Kirk Johnson*

Date:

*8/25/17*

**FOR WoRMS Steering Committee**

By:



[Name]

*TAMMY HORTON*

[Title]

*Dr*

Date:

*11/09/2017*

