



Memorandum of Understanding between CETAF and Species 2000

Preamble

- 1. CETAF is the Consortium of European Taxonomic Facilities AISBL, an association of the major taxonomic facilities in Europe. The majority of these facilities have legal incorporation as not-for-profit organisations. CETAF is governed by its General Meetings, with its Chair and Executive Committee elected by its members. CETAF is a legal body under Belgian law. Its mission is to promote research in systematic biology and palaeobiology as well as access to the information and expertise of its member institutions. It acts as a forum for the exchange of information and policies. Its members undertake taxonomic research of global scope on a substantial scale, and sustain the large and important European collections of the world's organisms.
- 2. Species 2000 is a world-wide association of organisations and individuals focused on creating an index of organisms. Species 2000 is governed by a Board of Directors appointed by its members. It is incorporated in the United Kingdom as a not-for-profit Company Limited by Guarantee (No. 3479405). Its mission includes the assembly and integration of a comprehensive, validated index of all known species and associated views of the taxonomic hierarchy, published under the name Catalogue of Life and made available as a digital resource for scientific and societal use.

This MOU

- 3. This Memorandum of Understanding (MOU) is a non-legally binding document established by CETAF and Species 2000 as a framework for co-operation and mutually supportive actions.
- 4. Nothing in this MOU should over-ride i) other arrangements made by CETAF, such as its membership agreements, ii) other arrangements made by Species 2000, such as its Access Agreements, Access Licences, and membership agreements, iii) the rights of individual CETAF members over usage of the taxonomic database sectors that they have themselves supplied to Species 2000.
- 5. This MOU does not commit financial or human resources on the part of CETAF, Species 2000 or their members.
- 6. Species 2000 asserts copyright over the Catalogue of Life on behalf of its members and partners. This copyright applies to the assembled work: the Catalogue of Life. This is in addition to the copyright asserted by some members over their own database sectors. Copyright is asserted by Species 2000 to maintain integrity of the Catalogue of Life product, to ensure that the full three levels of credit are maintained when it is used by third parties, and to preclude sub-licensing by third parties. Species 2000 products are free of charge to non-commercial





users. Not-for-profit organisations are encouraged to use the Catalogue of Life in public indexes and portals under the conditions of use.

- 7. An MOU between Species 2000 and the N. American ITIS organisation, signed on 6 October 2003, governs their collaboration to produce the Catalogue of Life. Under the terms of that MOU Species 2000 may give permission to not-for-profit organisations to use the Catalogue of Life including sectors provided by ITIS, and ITIS may give similar permissions that include sectors provided by Species 2000.
- 8. It is acknowledged that, at the time of signing, the memberships of CETAF and Species 2000 organisations are overlapping. A number of institutions are both members of CETAF, being large taxonomic facilities in Europe, and members of Species 2000, being suppliers of taxonomic database content to Species 2000.

CETAF

- 9. CETAF will encourage its members, as part of their ongoing involvement in developing, maintaining, and enhancing taxonomic databases, to assist Species 2000 in its mission of developing an integrated Catalogue of Life product. In particular CETAF will encourage:
 - i) cooperation with Species 2000 and its members to deliver the results of taxonomic research into public usage through an integrated and comprehensive species checklist, such as the Catalogue of Life product and through associated publicly usable views of the taxonomic hierarchy. Co-operative work involving CETAF and Species 2000 will also be developed within international programmes.
 - ii) cooperation with Species 2000 and its members to stimulate the taxonomic research and checklist compilation needed to close gaps in taxonomic coverage, to accommodate revisions in taxonomic opinion, to accommodate the discoveries of new species, and to maintain publicly usable views of the taxonomic hierarchy.
 - iii) attribution of credit to Species 2000 and its partners, its supplier databases, and the contributing taxonomic experts, as required by the terms of use signified in the third-party licence, when using and applying the Catalogue of Life product.
 - iv) participation as appropriate within the Species 2000 programme, including a) sharing taxonomic database content with Species 2000 as regulated by the Access Agreement or the Access Licence and cooperating in the Peer Review and integrative processes of Species 2000, b) assisting in the governance of Species 2000 by participating as members of Species 2000, and c) assisting in the groups that plan and design the Species 2000 programme.
 - v) cooperation with Species 2000, its members and its partners to sustain, where possible, the content, maintenance and enhancement of taxonomic databases shared by individual CETAF members with Species 2000, including the notification of





enhancement levels already specified in the Access Agreements and the Access Licences.

vi) continuation of observer status offered to a representative of Species 2000.

Species 2000

- 10. Species 2000 undertakes to support CETAF and its member institutions in their mission to undertake taxonomic research and to sustain the European biological collections. In particular Species 2000 will:
 - i) work with CETAF and its members to deliver the results of taxonomic research into public usage through an integrated and comprehensive Catalogue of Life and other public indexes and portals.
 - ii) work with CETAF and its members to stimulate the taxonomic research and checklist compilation needed to close significant gaps in taxonomic coverage, to accommodate revisions of taxonomic opinion, to accommodate the discoveries of new species, and to maintain publicly usable views of the taxonomic hierarchy.
 - iii) recognise the significant role that CETAF and its members play in supplying taxonomic database coverage for a substantial fraction of the world's species, alongside institutions in other parts of the world, and alongside the independent contributions of smaller organisation or individuals, both in Europe and elsewhere.
 - iv) credit the contributions of particular databases and individual taxonomic experts in the CETAF member institutions by name or by logo, as part of the three-level credit system used by Species 2000 and agreed by its suppliers.
 - v) make the Catalogue of Life fully available to CETAF and each of its members on the same basis as other bona-fide not-for-profit organisations, that is subject to the standard terms of use given in the third-party licence as initially appended to this MOU in Appendix 1, and subsequently amended by Species 2000 and notified to CETAF and signatories in future. Under this MOU each CETAF member is entitled to sign the licence with Species 2000 and to make use of the Catalogue of Life materials.
 - vi) work with CETAF and its members to make contributions within the terms of use for the Catalogue of Life to be used in the cataloguing, indexing and accessing of the large and important European collections.
 - vii) offer membership of Species 2000 to CETAF as a way to gain explicit participation of CETAF in the governance and management of Species 2000, as well as encouraging membership of Species 2000 to all CETAF members.





<u>Implementation validity and termination</u>

- 11. This MOU becomes effective on the date it is signed by both parties.
- 12. This MOU remains in force for a period of five years after date of signature, and will be prolonged automatically for a similar period. Each party may terminate the MOU after consultation with the other party at any time.
- 13. During the duration of this MOU each party may propose changes to this agreement. Each party reserves the right to review proposed changes and to seek approval of their members and/or providers before implementing any proposed changes.

Date:	Date:
Signature for CETAF:	Signature for Species 2000:
Michelle J. Price	Peter H. Schalk Executive Secretary of Species 2000
Chair of CETAF	Executive Secretary of Species 2000

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Appendix 1

Catalogue of Life User Licence for CETAF members

- 1. All CETAF member institutions are invited to sign this licence and to make use of the Catalogue of Life.
- 2. Species 2000 asserts copyright over the Catalogue of Life on behalf of its members and partners. This copyright applies to the assembled work: the Catalogue of Life. This is in addition to the copyright asserted by some members over their own database sectors. Copyright is asserted by Species 2000 to maintain integrity of the Catalogue of Life product, to ensure that the full three levels of credit are maintained when it is used by third parties, and to preclude sub-licensing by third parties.
- 3. Nothing in this Licence should over-ride the rights of individual CETAF members over usage of the taxonomic database sectors that they have themselves supplied to Species 2000.
- 4. CETAF members are encouraged to make use of the content of the Catalogue of Life (such as the classification, synonymic species checklist, and scientific names) for documents, catalogues and databases, both within their organisations, and for publications and public portals.
- 5. A condition for this usage by CETAF members is to observe the terms of use given below.

6. Terms of Use:

These terms of use are required because they have been agreed as part of the Access Agreements or Access Licences signed by the custodians of provider databases, including a number of CETAF members.

- i) The Three-level credit must be shown, on screen or on paper, on all occasions that records or the hierarchy from the Catalogue of Life are shown:
 - 1) Species 2000 & ITIS Catalogue of Life: 2015 Annual Checklist,
 - 2) The full or short name of the contributing database, such as: Dermaptera Species File or DermapteraSF,
 - 3) The names of author(s)/editor(s) of the contributing database, such as Hopkins H., Maehr M.D., Haas F. and Deem L.S. (from DermapteraSF) or Hoeksema B.(from WoRMS Octocorallia).





- ii) If the Catalogue of Life is placed in a public portal or web-page in its entirety, or in substantial part (e.g. the hierarchy, or more than 1,000 species), the CETAF member is required to contact the Species 2000 Secretariat, and to assist with a check that the correct credits are given.
- iii) CETAF members may not sub-license use of the Catalogue of Life to other organisations. Most organisations will be given permission, but they must obtain this from Species 2000 by contacting the Secretariat.
- iv) These Terms of Use refer to not-for-profit usage, and services that are free to the user, and do not license commercial use. Any commercial use requires separate written permission from Species 2000 and ITIS.

7. Implementation.

CETAF members are invited to fill out specifics below and to return this user licence to Species 2000.

name of the CETAF member institution:		
Postal address and post code of the member institution:		
Name of the contact person:		
Email address:		
Telephone number:		
I accept the Terms of Use detailed in this user licence on behalf of this CETAF member organisation.		
Signed for the CETAF member organisation.		
Date:		
Signature:		





Please sign two copies and return to:

Species 2000 Secretariat c/o Naturalis, P.O. Box 9517, 2300 RA Leiden, the Netherlands Contact: sp2000@sp2000.org

One copy will be communicated to the CETAF Secretariat by Species 2000 for the CETAF records.