

Memorandum of Understanding of the Biodiversity Heritage Library for Europe Partners

This document constitutes a Memorandum of Understanding (“MoU”) between the partners within the Biodiversity Heritage Library for Europe (BHL-Europe) project as described in Appendix 1 with an effective date as specified below. In addition, it is the expectation of those participating in the BHL-Europe project that additional parties will join the collaboration over time in order to participate in and contribute to the project effort.

The BHL-Europe consortium has established the terms and conditions set forth in this MoU as an operational framework for the participation of current and future BHL-Europe parties in accordance with the BHL-Europe Grant Agreement (ECP-2008-DILI-518001).

As additional parties join the project they will be required to subscribe to the principles of the MoU in accordance with the terms set forth below. Each beneficiary of the BHL-Europe project and each additional entity that joins the collaboration will be referred to equally as a “Party” and collectively as the “Parties” for the purpose of this MoU.

The main purpose of this MoU is to agree on the models of access to data that are suggested in order to provide the full functionality envisaged by BHL and BHL-Europe according to Annex 1 of the BHL-Europe Grant Agreement. Furthermore the MoU is to give an overview of the agreed standards and requirements for content contribution as explained in more detail in related documents.

Other documents referred to by this document:

Annex 1: Biodiversity Heritage Library for Europe BHL-Europe: Description of Work (Best Practice Networks) [ECP 518001], Annex 1 (https://bhl.wikispaces.com/file/view/Annex1+-+DoW_2008_BPN+-+518001_BHL-Europe_090227.pdf)

D2.1: Catalogue of content holder requirements (on quality, quantity, accessibility, standards, specifications of content and metadata), ECP-2008-DILI-518001 (https://bhl.wikispaces.com/file/view/BHL-E_2pt1_20090805.pdf)

I. Background

The Biodiversity Heritage Library of Europe (BHL-Europe) is an international library collaboration of natural history museums, botanical gardens, and biological research libraries to facilitate the access to published literature on biodiversity.

More precisely, BHL-Europe aims to:

- (1) Review and test approaches for the establishment and management of multilingual biodiversity digital libraries
- (2) Improve the interoperability of European biodiversity digital libraries by the innovative application of proven technologies

- (3) Promote the adoption of best practice, standards and specifications for the large-scale implementation of such repositories
- (4) Facilitate the open access to taxonomic literature for a large number of target users including the general public
- (5) Provide a multilingual access point for the search and retrieval of biodiversity content through at least two portals (EUROPEANA and BHL)
- (6) Raise awareness and ensure that the project outputs are known and used by the target users and that the proposed approach directly addresses user needs
- (7) Develop operational strategies and processes for long-term preservation and sustainability of the data produced by national biodiversity digitisation programmes
- (8) Facilitate and enable the initiation of scanning initiatives in European countries not yet involved in digitisation programmes and improve the infrastructure for digital libraries in all EU countries.
- (9) Negotiate with Rights Holders to enable access to in-copyright content.

BHL-Europe aims to make Europe's biodiversity information accessible to the public through a global portal via the Biodiversity Heritage Library (BHL) Web site. This BHL material on biological diversity, some of which is rare or has limited global distribution, will be available under open access terms on the BHL Portal. The BHL Portal will also offer specific bioinformatical functionality (e.g. taxonomic intelligence). Any agreement between BHL and any partners is understood to be on a non-exclusive basis.

All BHL-Europe Parties can host and access the information, they are free to develop business models, and provide technologies that operate on the material.

The Parties generally aim to support convergence with other projects by establishing standards and technologies that facilitate cooperation, and especially understand BHL-Europe as contributing information aggregator to EUROPEANA.

II. Models of Access

BHL-Europe will allow at least two models of content access through the BHL Portal, a user can access:

1.) Full Service Data: Files of digitized biodiversity texts (high quality images according to D2.1) and the associated metadata that are provided by the partner institutions and hosted in a BHL-Europe repository.

Full service data requires that metadata and digital content from BHL-Europe content providers are ingested into the BHL-Europe repository. The portal will allow for searching, browsing and harvesting all data.

2.) Mediated Content: Files of digitized biodiversity texts (high quality images according to D2.1) are held by partner institutions, while the associated metadata, OCR, and derivatives suitable for page viewing and display (JPG, GIF or PNG images) are hosted in a BHL-Europe repository.

Mediated Content, limits the usability of the content. It still allows BHL-Europe users to search, browse and read the content. If the user, however, needs access to the high resolution images, links are maintained.

A third model of access is only foreseen for Parties that have no digitised content available but a significant amount of metadata to share with the community (e.g. to identify important content to digitise). Once these Parties have actual content (digitised literature) to contribute in addition to the metadata, this model of access no longer applies but is replaced by one of the two models as mentioned above.

III. BHL-Europe Standards and Best Practices

De-duplication, Bidlist

BHL-Europe wishes to support partners with tools that facilitate metadata mapping, de-duplication of titles, and pagination of scanned content. De-duplication relies on the metadata provided. BHL-Europe will ingest the metadata and publish a consolidated catalogue of biodiversity literature. This catalogue shall also contain item specific holder data and will be extended to serve as a bidlist for helping libraries to avoid duplicate scanning.

Portal container, Application programming interface

The BHL Portal is designed in way that encourages partners and other contributors to produce and publish applications and tools that harvest and possibly enrich the BHL-Europe data and functionality. The implementation of the Portal will comply with a portal container standard and will also provide an application programming interface (API) that allows skilled programmers to easily integrate applications into the portal. There is an expectation that this may lead to a lively open source programming community around BHL-Europe that helps to improve the Portal, and integrate the BHL-Europe solution with other projects. The technical details of this approach are being published in separate documents.

OAIS

The BHL-Europe repository will be an OAIS compliant archive (ISO-Standard 14721:2003).

VI. Open Source, Open Access and Commercial Provisions

In general terms all the information produced by the project is open and shall be disseminated to the general public. BHL-Europe wishes to circulate an open-source, open-access policy for information served by the BHL-Europe. In this context, information refers to the biodiversity literature and also to the software tools forming the BHL Portal. Any Parties participating in BHL-Europe, in the form of data or information provision, understand the following:

A. Neither BHL-Europe nor the data/information providers will seek to assert any Intellectual Property Rights over digital copies of public domain materials. Public domain material can be reused or exploited by anyone who wishes to use it including educational, non-commercial, and commercial users and Europeana.

B. For all information, text, structured data and code managed through BHL-Europe that is not in the public domain, data providers will seek to license such content from rights owners

under Creative Commons licence terms, to allow users and Europeana to copy, transmit, and reuse the information, and to remix or adapt the information, according to the terms of the licence under which the rights owner has made it available. See <http://creativecommons.org/licenses/> for explanations of the CC licenses.

Nevertheless every information disclosed to other parties as part of the project and explicitly identified as confidential cannot be transferred to third parties. Examples of this information may include: relations with any commercial sub-contractors. Since the knowledge developed by the project will be an output of the joint effort developed by the project working groups, where all the partners are invited to participate, BHL-Europe has a joint ownership of knowledge. The results of the project are owned by all the members of the network.

VII. Association and withdrawal of parties, termination

A. Association with this MoU is open to all BHL-Europe partners and to any other institution or organisation that may assist BHL-Europe to achieve its goals as outlined in this MoU. Such association becomes effective upon signature of this MoU.

B. Withdrawal. Any Party may remove itself from the MoU by advising the Project Coordinator of BHL/BHL-Europe in writing of its intention to do so and providing an effective termination date.

All digital files, including but not limited to, scanned images, optical character recognition (OCR) text, and associated metadata deposited by BHL-Europe partners remain in those sites even if the BHL-Europe partner withdraws from the BHL-Europe MoU. Any BHL-Europe partner may redundantly host, at their own expense, any or all of the digital files from the BHL Portal contributed by BHL-Europe partner.

C. Amendment. In the case that any term or condition of this MoU becomes obsolete or inappropriate for any reason this term or condition may be replaced by a new agreement without affecting the validity of the document.

D. Termination. This MoU will not terminate upon termination of the BHL-Europe contract.

Appendix 1. Underlying content

The following overview defines the digital objects which the Party specified below undertakes to make available to BHL-Europe and Europeana.

Type of content available in the repository of the Party, please enter “YES” or “NO” and enter quality of data (resolution in dpi).

Type of content provided by the Party to be stored in a central BHL-Europe data repository for access, digital preservation and curation, please enter “YES” or “NO” and enter quality of data (resolution in dpi).

	YES / NO	dpi		YES / NO	dpi
Page image TIFF			Page image TIFF		
Page image JP2000			Page image JP2000		
Page image JPG			Page image JPG		
Page image GIF			Page image GIF		
Page image PNG			Page image PNG		
PDF of publication			PDF of publication		
Full text OCR			Full text OCR		
Metadata			Metadata		

Quantity (number of pages and volumes) and roadmap, please estimate for future dates:

Number of pages	Number of volumes	Date of availability
		31 October 2009
		30 April 2010
		30 April 2011
		30 April 2012

IPR: Access rights to use the content in the project, please enter “yes” or “no”.

	YES / NO
Public domain	
Creative Commons / Science Commons	

Metadata specifications: describe schema used currently, please enter “yes” or “no”.

	YES / NO
Dublin Core	
MARC / MARC21	
METS	
MODS	
Own (non-standardised) schema	

Signatures:

This document is signed between

BHL-Europe (Museum für Naturkunde - Leibniz-Institut für Evolutions- und Biodiversitätsforschung an der Humboldt-Universität zu Berlin (MfN), Berlin, DE)

Date / Signature:

Name: Dr. Henning Scholz

Title: Coordinator of BHL-Europe

and

Natural History Museum (NHM), London, UK

Date / Signature:

Name:

Title:

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Bibliothèque nationale de France (BnF), Paris, FR

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John Wiley & Sons limited (Wiley), Oxford, UK

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Missouri Botanical Garden (MOBOT), St. Louis, USA

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