

Memorandum of Understanding

Biodiversity Heritage Library

This Memorandum of Understanding is entered into by and among the parties listed in Appendix B for the purpose of ongoing operations of The Biodiversity Heritage Library (BHL), a consortium of natural history, botanical, and research libraries that cooperate to digitize and make accessible the legacy literature of biodiversity held in their collections and to make that literature available for open access and responsible use as a part of a global “biodiversity commons.” This Memorandum of Understanding supersedes and replaces the initial MOU entered into by the parties, and shall be effective at the time of signature.

1. **Key Values of the BHL**
2. The BHL consortium works with the international taxonomic community, rights holders, and other interested parties to ensure that this biodiversity heritage is made available to a global audience through open access principles.
3. Open access. The digital content served by the BHL is available without cost, can be reused by other projects and users, and is either in the public domain or subject to the Creative Commons CCBY license.
4. Collaboration. Each BHL member institution will actively coordinate its activities with other BHL member institutions to achieve agreed-to objectives.
5. Interoperability. BHL systems will interoperate with major biodiversity project systems.
6. Transparency. The processes and administration of the BHL will be clear and documented.
7. **Membership**
8. Membership is institutional. There are two levels of membership available, BHL Steering Committee (BHLSC), and the BHL Institutional Council (BHLIC). Membership level depends on the level of commitment and responsibility that the institution agrees to assume, as explained below. Each BHL Member Institution shall designate an individual to serve as that BHL Member Institution’s representative, and such person’s name and contact information is set forth in Appendix A. The individuals who serve in the BHLSC or BHLIC represent their host institutions and the BHL program as a whole. *Ex-officio* members of the BHLSC include the BHL Program Director and other BHL staff as determined by the BHLSC. Membership in the BHLSC is on a renewable annual basis.
9. **Membership in BHL Steering Committee (BHLSC).** The BHLSC provides governance and decision-making at a policy level for the BHL. The BHLSC:

* Establishes standards, priorities, and policies for the BHL.
* Approves the BHL budget.
* Promotes awareness of the BHL internationally.
* Identifies program and other activities for possible involvement in the BHL.
* Evaluates performance against the BHL’s planned outcomes.
* Provides advice and guidance on BHL fund-raising.
* Authorizes BHL working groups and committees as needed.
* Approves applications for BHL membership.
* Approves By-laws for the operation of the BHLSC and the BHLIC.
* Approves the hiring and evaluation of the BHL Program Director and any other staff hired with BHL funds.
* Define criteria for projects or organizations that could be designated as BHL Partners.

1. **Requirements of BHLSC Membership.** The BHLSC is composed of the library directors or their designates from BHL Member Institutions that have met the following requirements:
2. Signing of the BHL Memorandum of Understanding by the CEO of the member institution.
3. A contribution of $10,000 per annum (“Dues”), or, if a member institution elects, a greater amount. The amount of the Dues can only be changed by a majority vote of the BHL Executive Committee. At the time of this MOU, the Dues and such greater amounts as the member institutions elect to contribute will be deposited at the Smithsonian Institution for application to BHL activities or BHL staff as determined by the BHLSC. Upon unanimous BHLSC votes, the funds may be deposited in other years at another BHL Member Institution. The Dues shall be payable by the fifteenth day of December of each year for membership for the ensuing year. Dues of a new member shall be prorated from the first day of the month in which membership began. Membership in good standing also requires the payment of any supplement to annual Dues that the BHLSC may from time to time determine to be necessary by a two thirds majority vote. Other funding raised for the BHL may be channeled through other member institutions as the circumstances and funders’ preferences indicate.
4. Commit to allow hosting of their library-produced digitized biodiversity literature by the BHL under open access, viz. either public domain material or Creative Commons license CCBY.
5. Consistent participation by member representatives in key meetings such as the BHLSC conference calls and meetings.
6. Institutional staff participation in BHL taskforces and committees.
7. **BHLSC Meetings**

Much of the BHLSC business will be conducted by email with conference calls and additional meetings as desired or required. The BHLSC will meet at least once a year in person. Member institutions will fund travel and lodging expenses for their representatives for the BHLSC meetings. The BHLSC may designate individuals as observers of its conference calls or meetings. Minutes will be kept of meetings and conference calls and the minutes will be distributed to the BHL Institutional Council.

1. **BHLSC Elections**

The BHLSC will elect officers, viz. BHLSC Chair, BHLSC Vice-Chair, and the BHLSC Secretary. The term for the officers will be two years and may be extended by a two-thirds vote of the BHLSC, so that all or some of the officers may serve for more than one term. The BHL Vice Chair will assume the BHLSC Chair at the end of the BHLSC Chair’s term. Initial elections will be held within one month after the approval of this MOU by all the parties. All subsequent elections will normally be held at the annual meeting every two years. These officers, with the addition of the BHL Program Director and BHL Technical Director form the BHL Executive Committee (BHLEC).

**D. New BHLSC Members.**Institutions may**,** after meeting the requirements above for BHLSC Membership, become members upon approval by a two‑thirds vote of the BHLEC. No institution shall be admitted to BHLSC membership until it presents evidence satisfactory to the BHLEC that such membership has been duly authorized by thatinstitution and a Memorandum of Understanding has been signed by the CEO or Institutional leader or his/her designee.

**E. Withdrawal and Removal***.* Members may withdraw from the BHLSC at anytime. Written notice announcing withdrawal must be provided to the BHLSC Chairman within three months of withdrawal. Membership may be revoked effective at the end of any fiscalyear by two‑thirds vote of the BHLSC.

**F. Quorum.** A majority of the BHLSC member representatives shall constitute a quorum at any meeting of the BHLSC. Except as otherwise may be required hereby, at any meeting, a majority of the BHLSC member representatives then in office may take any action on behalf of the BHLSC.

**G**. **Action by Consent.** Any action required or permitted to be taken at any meeting of the BHLECmay be taken without a meeting provided that BHLSC member representatives submit their votes in writing or electronic vote or on a minuted conference call. Any BHLSC member representative who fails to submit a written /electronic vote will be recorded as an abstention. Any action by consent shall be effective when the number of BHLEC members required to approve such a vote have taken action. The record of such action and the result of such vote shall be filed with the records of the meetings of the BHLSC.

1. **Membership in BHL Institutional Council (BHLIC)**

The BHLIC provides guidance and feedback for the operations and development of the BHL and promotes content sharing and acquisition for the BHL. The BHLIC is composed of the library directors or their designates from BHL Member Institutions and heads of major biodiversity or library projects that have strong stake in the BHL. All BHLSC members are members of the BHLIC. Membership in the BHLIC will be on a three-year commitment.

1. **Membership Requirements**.
2. A commitment to allow hosting of their library-produced digitized biodiversity literature by the BHL under open access, viz. either public domain material or Creative Commons license CCBY.
3. Consistent participation by member representatives in key meetings such as the BHLIC conference calls and meetings.
4. Institutional staff participation in BHL taskforces and committees.
5. Signing of the BHL Memorandum of Understanding by the CEO or Institutional leader of the host institution.
6. **BHLIC Meetings**

Much of the BHLIC business will be conducted by email with conference calls and additional meetings as desired or required. The BHLIC will meet face-to-face at least once a year. Member Institutions will fund their own travel and lodging expenses for their representatives for BHLIC meetings. Minutes will be kept of meeting and conference calls and the minutes will be distributed to various parties.

1. **BHLIC New Members.**BHLIC Members may**,** after meeting the requirements above for membership, become BHLIC Members upon approval by a two‑thirds vote of the BHLIC. No institution shall be admitted to membership until it presents evidence satisfactory to the BHLEC that such membership has been duly authorized by thatinstitution and a Memorandum of Understanding has been signed by the CEO or Institutional leader.
2. **BHLIC Withdrawal and Removal***.* Members may withdraw from the BHLIC at anytime. Written notice announcing withdrawal must be provided to the BHLSC Chairman. Membership may be revoked effective at the end of any fiscalyear by two‑thirds vote of the BHLIC.
3. **BHL Secretariat**

Staff of the BHL Secretariat are responsible for the day-to-day operational management, coordination, planning and product management of BHL and its working groups. They are administratively housed in one or more of the BHL Member Institutions with the number of staff as well as their roles may change as the funding situation evolves. They are employed by one of the BHL Member Institutions and their salaries are paid by the institutions that employ them. Such funding as is raised or provided for the salary of the BHL Secretariat will be channeled through those BHL Member Institutions that employ the staff. Secretariat staff shall work under the direction of the BHL Program Director. Such Secretariat staff shall report administratively to the BHL Member Institution that employs them and programmatically to the BHLSC.

1. **BHL Secretariat Responsibilities:** The BHL Secretariat is responsible for the day-to-day operational management of BHL which includes:
2. Assisting the BHLSC to establish goals and strategy for the BHL.
3. Planning activities consistent with the strategies adopted and designed to meet the established goals.
4. Proposing budgets, allocating funds, and managing expenditures according to approved budgets and host institution regulations.
5. Assuring quality of the BHL product and the BHL brand;
6. Attracting and maintaining content including continuing curation.
7. Developing and maintaining global informatics infrastructure and metadata standards.
8. Fostering wide global public engagement.
9. Acquiring digital content.
10. Managing intellectual property issues.
11. Preparing grant proposals and developing funding streams.
12. Responsible for proposing budgets and ensuring delivery of the following directly and via working groups:
13. RESPONSIBLITY FOR CONDUCT. Each party to this MOU agrees that it is responsible for the negligent acts or omissions of its employees, agents and representatives who cause personal injury or property damage while carrying out the terms of this MOU. Nothing herein shall be deemed a waiver of any governmental or sovereign immunity available to any party.
14. INDEPENDENT CONTRACTOR. This MOU does not constitute and shall not be construed as constituting a partnership or joint venture between Smithsonian and the BHL member institutions.  The parties shall not have the right, power or authority to create any obligations, express or implied, on behalf of the other parties or bind the other parties in any manner whatsoever, or represent any other party as agent. Each of the parties hereto agrees that in performing its activities under this MOU, each party assumes all responsibility for the hiring and supervision, and the payment of wages, expenses, and benefits to all personnel engaged in connection with its activities under this MOU.
15. USE OF NAMES. The parties to this MOU may use the name “Biodiversity Heritage Library” and “BHL” to indicate their membership in the BHL, but shall not use those names or the names of any other member institution for any marketing, promotional or commercial purpose without the express prior permission of the other member institution(s).
16. TERM. This MOU shall be effective when signed by all parties listed in Appendix A and shall remain in effect for 3 years from the date of the last signature. This MOU may be renewed upon approval by a two-thirds vote of the then-current BHL Member Institutions. Any party may withdraw as set forth above.
17. REPRESENTATIVES AND NOTICES. For purposes of this MOU, each BHL Member Institution shall designate a representative, whose name and contact information is included in Appendix A. Each BHL Member Institution is responsible for ensuring that the BHL Secretariat is provided with timely notice of any changes to that BHL Member Institution’s designated representative. Any notices sent pursuant to this MOU shall be sent to the BHL Member Institution representative listed in Appendix A.
18. AMENDMENT AND ASSIGNMENT. This MOU shall not be assigned by any party and shall not be amended unless such amendment is in writing and approved by a unanimous vote of the then-current BHL Member Institutions.
19. ENTIRE AGREEMENT. This MOU represents the entire understanding of the parties regarding the BHL and supersedes the original MOU by and between the parties concerning BHL membership.
20. ACCEPTANCE OF TERMS. The person signing this MOU represents and warrants that such person is authorized to sign this MOU on behalf of the respective party and to bind such party to the terms and conditions herein.

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**Appendix A**

**Signature for Parties to MOU (BHLSC and BHLIC)**

**Name of Institution:**

**Authorized Signatory (Institutional CEO or designate):**

**Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Title:**

**Date:**

**Contact:**

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#### Appendix B

**Parties to the MOU**

**BHL Institutional Council and BHL Steering Committee**

 American Museum of Natural History (New York, NY)

 California Academy of Sciences (San Francisco, CA)

 Cornell University Library (Ithaca, New York)

 The Field Museum (Chicago, IL)

 Harvard University Botany Libraries (Cambridge, MA)

 Harvard University, Ernst Mayr Library of the Museum of Comparative Zoology (Cambridge, MA)

 Marine Biological Laboratory / Woods Hole Oceanographic Institution (Woods Hole, MA)

 Missouri Botanical Garden (St. Louis, MO)

 Natural History Museum (London, UK)

 The New York Botanical Garden (New York, NY)

 Royal Botanic Gardens, Kew (Richmond, UK)

 Smithsonian Institution Libraries (Washington, DC)

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**Appendix C**

**Form Commitment Letter for Parties to MOU – Biodiversity Heritage Library Steering Committee**

<letterhead>

<date>

Martin R. Kalfatovic, Project Director

Biodiversity Heritage Library

Smithsonian Institution Libraries

Smithsonian Institution

P.O. Box 37012, MRC 22

Washington, DC 20013-7012

Re: Participation in the Biodiversity Heritage Library Executive Committee

Dear Sir,

By signing this Memorandum of Understanding (MOU), I am confirming that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ <institution name> will participate in the Biodiversity Heritage Library Executive Committee, starting on, the date of signature of this MOU and with the commitment of $10,000 in BHLEC annual dues to be delivered to the above address no later than December 15, 20\_\_. At the time of this MOU, the funds will be deposited in accordance with the terms set forth in the MOU.

Regards,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

<authorized signatory>

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<title>

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