

Memorandum of Cooperation
between
The Index Fungorum Partnership (IFP)
&
The Global Information System for Lichenized and Non-
Lichenized Ascomycetes (LIAS)

Recognizing the effort of the IFP (CABI Bioscience, Centraalbureau voor Schimmelcultures, Landcare Research) in compiling the names data at the rank of species and below for organisms classified in the *Fungi* and fungal analogues in the *Protozoa* and *Chromista* (fungi)

And

Recognizing the role of the Global Information System for Lichenized and Non-Lichenized Ascomycetes (LIAS) in compiling species bank information including names data on lichenized and non-lichenized ascomycetes

And

Recognizing the advantages of combining efforts, the IFP and the LIAS hereby form a Memorandum of Co-operation with the purpose of specifying reciprocal access to basic nomenclatural data

I. Definitions - The Data

The aim of the IFP is to collect, store and manage the names applied to fungi. Each name record includes the name, authority, year of publication and links to homotypic synonyms. In addition, other data elements may be available such as a reference to the protologue, information on typification, nomenclatural status, etc.

These data are made available by the IFP through its website at <http://www.indexfungorum.org> and is searchable via <http://www.indexfungorum.org/names/names.asp> with web services at <http://www.indexfungorum.org/ixfwebservice/fungus.asmx>

The names data of LIAS (currently with a focus on lichenized taxa) are made directly searchable by LIAS names under <http://liasnames.lias.net> and especially are accessible via web service (specified at <http://liasnames.lias.net/webservice> ***).

These LIAS names data are interlinked with the LIAS subprojects (LIAS main, LIAS light and LIAS checklists) and the German GBIF projects on lichens and Erysiphales.

II. Purpose

The purpose of this MoC is to establish a framework through which the names data ('the data': see under III below) compiled and maintained by the IFP and LIAS can be exchanged for mutual benefit.

III. Participants

CABI Bioscience (primary partner for contact)

CABI Bioscience is a division of CAB International and has an international remit dedicated to tackling some of the world's most challenging problems in agricultural sustainability and biological diversity. CAB International is a leading global not-for-profit organisation. Its purpose is the generation, dissemination and use of knowledge in the applied biosciences to enhance development, human welfare and the environment.

Centraalbureau voor Schimmelcultures

The Centraalbureau voor Schimmelcultures – an institute of the Royal Netherlands Academy of Arts and Sciences – maintains a world-renowned collection of living filamentous fungi, yeasts and bacteria. The Institute's research programs principally focus on the taxonomy and evolution of fungi as well as on functional aspects of fungal biology and ecology, increasingly making use of molecular and genomics approaches.

Landcare Research

Manaaki Whenua – Landcare Research is New Zealand's foremost environmental research organisation specialising in sustainable management of land resources optimising primary production, enhancing biodiversity, increasing the resource efficiency of businesses, and conserving and restoring the natural assets of our communities.

1. PK – the primary key to the record
2. Name – at species rank and below
3. Author – the full author string
4. Date – the year of publication of the name
5. BasionymFK – the foreign key to the basionym
6. **DatasourceFK – the foreign key to the foreign data source**

LIAS (primary partner for contact is the Botanische Staatssammlung München as editing institution)

LIAS is a multi-authored information system (“species bank”) for the collection and distribution of descriptive and other biodiversity data on lichens and non-lichenized ascomycetes.

The goal is

- to provide a working space for cooperation and collaboration of experts on ascomycetes in the Internet
- to establish a multi-authored worldwide database on descriptive data of all ascomycetes
- to design user-friendly web tools for an easier access and remote editing of database records via Internet
- to offer a online database system for multiple usage and therewith dissemination of expert knowledge especially by providing public access to database generated identification keys and natural language description of ascomycetes
- to promote the gathering, furnishing and administration of data by experts in a standard database system which allows an information deposit for individual use only (e.g. for revision) and – after agreement – the public access to the data via Internet
- to promote common standards on descriptive data connected with taxonomic names of ascomycetes to facilitate interoperability and data exchange

The vision of LIAS is to establish a non-commercial global information system of advanced technology where published biodiversity data of all ascomycetes are joint in a multi-authored database and used for the most sophisticated queries.

The data concerned with the MoC are the following

1. PK – the primary key to the record
2. Name – at species rank and below
3. Author – the full author string
4. Date – the year of publication of the name (optional)
5. BasionymFK – the foreign key to the basionym (optional)
6. DatasourceFK – the foreign key to the foreign data source

IV. Statement of Mutual Interests and Benefits

It is in the common interest of the signatories of this MoC to further the electronic network-based integration of biodiversity data. The organisations involved have limited resources and exhibiting collaboration is crucial for their sustainability.

Reciprocal integration of the nomenclatural resources for ascomycetes of the IFP and LIAS will augment the visibility and credibility of both LIAS and the IFP.

V. Deliverables

Under this MoC, the IFP will provide LIAS and any user of LIAS maintained data, and the LIAS will provide IFP and any user of IFP maintained data, with full and free access to the data, for scientific and non-profit use but excluding commercial use, subject to the Responsibilities and Obligations set out below. The authoritative version of the IFP and LIAS data remains with the IFP and LIAS, respectively.

VI. Responsibilities

Under this MoC IFP and LIAS will:

collaborate by

- a) ensuring, in accordance with the GBIF MoU §8.4 – “GBIF should seek to ensure that the source of data is acknowledged and should request that such attribution be maintained in any subsequent use of the data” – that proper credit is given to the data whenever the data are presented by IFP or LIAS as part of a service. IFP and LIAS will take reasonable steps to encourage users of the data through electronic networks to give similar credit wherever possible and to mark the provenance of each data set
- b) referring to the IFP or LIAS any requests by third parties for a sub-license to copy the whole or a substantial part of the data. Any agreements will not include permission to use the data in a specific ‘public facing’ interface but only as a part of a more general interface or as an internal tool
- c) acknowledging that all intellectual property rights that subsist in the data, and the marks and devices that identify the data belong to and remain with the contributors

Under this MoC the parties of the IFP will:

collaborate with LIAS by:

- d) endeavouring to ensure the availability of the IFP data to LIAS at all times
- e) providing LIAS with reasonable technical assistance on accessing the IFP data
- f) continuing to maintain and further develop the IFP data as resources are made available

Under this MoC the LIAS will:

collaborate with IFP by:

- g) endeavouring to ensure the availability of the LIAS data to IFP at all times
- e) providing IFP with reasonable technical assistance on accessing the LIAS data
- f) continuing to maintain and further develop the LIAS data as resources are made available

VII. Delegation

The signatories may enter into supplemental agreements within the scope of this agreement.

VIII. Modification, Termination, and Other Conditions

The MoC establishes an informal partnership between the signatory partners. It does not establish any new or separate legal entity and will have no effect as a legal or political precedent.

The MoC does not obligate funds. Any reimbursement or contribution of funds by one signatory of the MoC to another will be handled in accordance with applicable laws, regulations and procedures.

Nothing in the MoC alters the statutory authorities and responsibilities of the signatory partners, where these are applicable. It is intended to facilitate those authorities through cooperative action.

The MoC may be modified or amended upon the request of a signatory partner with the concurrence of the other.

The MoC will be effective for an initial period of two years from the date of signature and then be renewed automatically on an annual basis until terminated. A signatory partner may terminate its participation in the MoC with written notice to the other partner three (3) months prior to such withdrawal at any time.

IX. Implementation

The MOU becomes effective when signed by the signatory partners and shall remain in effect until modified or terminated.

Signatory Page One of Two

For IFP

Date: 2nd February 2005

A handwritten signature in black ink that reads "Paul M. Kirk". The signature is written in a cursive style with a large initial 'P'.

Dr Paul M. Kirk
IFP Co-ordinator

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For LIAS

Date 11th February 2005

A handwritten signature in black ink, reading "Dagmar Triebel". The signature is written in a cursive style with a large initial 'D' and a long horizontal stroke extending from the 'e'.

LIAS Co-ordinator