

Alterations to the Access Agreement and Access Licence to enable licensing to commercial organisations under certain circumstances.

Introduction: The Decision in principle at the AGM 2007

At the 9th AGM of Species 2000 in 2007 a decision was made in principle to go ahead with licensing certain commercial users of the Catalogue of Life. This was agreed unanimously, and without a single representative speaking against. This followed an extensive consultation with the supplier database custodians, with the members, and with our partner ITIS.

At the 10th AGM in 2008 the issue was discussed again, and the Executive Director circulated a consultation document that specified the changes that would need to be made to the access documents to allow licensing of some commercial users to go ahead under certain circumstances. These access documents enable the supplier database custodians (SDCs) to regulate how Species 2000 may access and make use of their data.

As indicated at the 2007 AGM, the Directors also proceeded with initiating the first such arrangement, with Taylor & Francis Ltd. It was agreed at the 2008 AGM that those arrangements would be put in place as a trial run, to be reported at the AGM 2009.

1. Directors' Recommendation

A third-party sub-license to use the Catalogue of Life as part of a commercial activity shall be subject to the Directors reporting that the service or product created has no significant impact on the normal free services provided by Species 2000. This means that the service or product will not be labelled directly as the Catalogue of Life, and that it will provide a service or product that Species 2000 does not itself provide.

2. Terms of usage.

A third-party sub-license to a commercial user shall be licensed under the same terms of use as other third-party sub-licenses, except that the Directors will set a Fee to be paid, usually on an annual basis. This means that the terms relating to copyright, non alteration of the taxonomic treatment, three-level credit, and no further sub-licensing as given in the present Access Documents remain unaltered.

3. Not-for-profit Status

Species 2000 and many of the supplier database and partner organisations are legally not-for-profit organisations barred by their articles of association from returning surplus as profit to directors or to members. However, Species 2000, and also the majority of supplier and partner organisations are in reality under-resourced for the basic ongoing operation of their activity in relation to Species 2000. It is in this context that funds received from a commercial user's Fee will be i) treated as a contribution to Running Costs, and ii) placed in the Species 2000 Rotating Fund for division between Species 2000 Running Costs and the Running Costs of suppliers, as already specified in Clause 3.1 of Schedule 2 in the Access Documents.

4. Reporting expenditure from the Rotating Fund

It has become established practice for the Directors to append the Species 2000 Project Accounts to the Statutory Accounts required by law, and distributed for adoption by the members at the AGM each year. One of these accounts shows clearly the funds received and distributed using the Rotating Fund by the Directors.

5 Proposed alterations to the Species 2000 Access Documents

The Directors believe that a transparent and workable system can be put in place by making minimal changes to the current Access Documents that have been signed between Species 2000 and the majority of SDCs. The following changes are proposed.

i) Clause 1, be altered as follows:

(Previous wording)

In consideration of Species 2000 making the Standard Data available to the public free of charge in accordance with the terms of this Agreement, SDC grants to Species 2000 free of charge, permission to use the Standard Data for the uses described in Schedule Two of this Agreement.

(Proposed new wording)

In consideration of Species 2000 making the Standard Data available to the public free of charge in its own services or via sub-licenses to commercial organisations in accordance with the terms of this Agreement, SDC grants to Species 2000 free of charge but subject to possible contributions to Running Costs in accordance with the terms of this Agreement, permission to use the Standard Data for the uses described in Schedule Two of this Agreement.

ii) Schedule 2, Clause 5 be deleted.

(Wording to be deleted)

Species 2000 may not sub-license its right to use the Standard Data (whether or not in conjunction with Standard Data from any other Custodian) to any commercial organisation without prior written approval of SDC.

iii) Schedule 2, Clause 2 be altered as follows:

(Previous wording)

Species 2000 may sub-license its rights to use the Standard Data to bona fide not-for-profit organisations where these organisations seek access to Standard Data from two or more SDCs provided that: (followed by sub-clauses 2.1 – 2.6)

(Proposed new wording)

Species 2000 may sub-license its rights to use the Standard Data to bona fide not-for-profit organisations, and to certain commercial organisations recommended by the Directors as providers of services or products that do not interfere with the free services and products of Species 2000 where these organisations seek access to Standard Data for two or more SDCs provided that: (followed by sub-clauses 2.1 – 2.6).

F.A.Bisby Executive Director, 21 May 2009.