

# MEMORANDUM OF UNDERSTANDING

*between the*

CENTRE DE RECHERCHES SUR LA BIOLOGIE DES POPULATIONS  
D'OISEAUX

*and the*

MAX-PLANCK-INSTITUTE FOR ORNITHOLOGY,

Department of Migration and Immuno-Ecology

*on*

Collaboration in the Area of Archiving French Bird Movement Data

## Preamble

**Considering** that the *Centre de Recherches sur la Biologie des Populations d'Oiseaux* (i.e. official French national bird ringing scheme, recognised by EURING, hereinafter referred to as "CRBPO"), is the national service, based at the National Museum of Natural History in France, in charge of coordinating and authorizing bird capture and marking for scientific purposes in France (with the use of CRBPO-metal rings), and is in charge of archiving over the long-term, at French level, all data produced by projects to which it granted the authorisation to operate (as defined by the *Ministère de l'Ecologie, du Développement Durable et de l'Energie*, French Government, on March 6<sup>th</sup> 2013, valid until December 31<sup>st</sup> 2017, [http://crbpo.mnhn.fr/IMG/pdf/12\\_879\\_CRBPO\\_20132017.pdf](http://crbpo.mnhn.fr/IMG/pdf/12_879_CRBPO_20132017.pdf), to be prorogued afterward; and as agreed by all bird researchers receiving an authorization of research from CRBPO, cf. internal agreement of CRBPO, <http://crbpo.mnhn.fr/spip.php?article194&lang=fr>).

**Considering** that the Max-Planck-Institute for Ornithology, Department of Migration and Immuno-ecology at Radolfzell (hereinafter referred to as "MPIO"), founded as a bird migration center in 1901, has ample international expertise in investigations of animal movement on a global scale, including the establishment of a global database on animal movement.

**Whereas** CRBPO has the obligation by law to archive data collected by electronic devices deployed on birds (including geolocation data; hereinafter referred to as "biotelemetry data") during projects that it has authorized. But currently, the national database maintained by CRBPO to archive bird capture-recapture data is not optimally designed to store such data collected with electronic devices, and CRBPO has no tool to offer to end users for online, routine geolocation data management and analysis.

**Whereas** MPIO develops and maintains an open access worldwide, wildlife movement database (hereinafter referred to as "MOVEBANK", [www.movebank.org](http://www.movebank.org)), including functionality tools for basic analyses. The system is open access from the standpoint of visualization to the general public who log onto the site and can see the map of animal movements, as well as enter and upload their data on individual tracks of moving animals.

The system is also open access from the standpoint of starting a communication chain or conversing with colleagues (Wiki like), but there is an expert review/oversight process that prevents the public from posting inappropriate information or questions. Users can deposit, store, manage and analyse their biotelemetry data with available online tools. These resources are freely accessible to all potential users and collaborators, free of charge. Noticeably, all users can define and revise, freely and indefinitely, with whom they want to share the data stored on MOVEBANK (by default, only the data owner can access her/his data) and can define the terms of use that must be accepted by others prior to accessing their data.

**Acknowledging** that both CRBPO and MPIO share common objectives, i.e. safely archiving electronically, in a standard format, over the long-term, biotelemetry data collected by electronic devices deployed on birds, and promoting the use of these data in science and nature conservation.

**Whereas** it is in the interest of CRBPO and MPIO to cooperate in implementation programmes that meet our mutual goals and in accordance with each institution's respective missions, policies and procedures.

**Now therefore**, CRBPO, on the one hand, and MPIO, on the other hand, decide to collaborate on the archiving and promotion of biotelemetry data, hereby agree to the following:

## **1. Fields of Cooperation**

The overall objective of this Memorandum of Understanding is to establish a framework for cooperation between CRBPO and MPIO for long-term bird biotelemetry data storage and promotion of their use in science and nature conservation, through the following:

- (a) collaborate to foster the deposition and storage of biotelemetry data collected by projects using electronic devices deployed on birds for scientific purposes, and authorized by CRBPO, in MOVEBANK, for an unlimited duration;
- (b) exchange on developments of MOVEBANK that may be necessary to fulfill the needs of end users (i.e. persons or groups depositing data in MOVEBANK);
- (c) collaborate to improve the use of biotelemetry data for scientific or nature conservation purposes, particularly through the promotion of the analytical tools developed and maintained by MOVEBANK's team. Means are communication with all available means, teaching, courses;
- (d) assist each other in strengthening communications and interactions among ecological science, natural resource management, and veterinary and public health sectors of government and civil society that may need to access the scientific information contained in biotelemetry data;
- (e) develop the necessary database routines to allow the annual transfer of data, in a standardized, compatible format, from MOVEBANK to CRBPO database, for datasets for which CRBPO has been granted the authorization of access by data owners (see hereinafter, point 2c).

## **2. CRBPO commits to:**

- (a) Create an account for CRBPO on MOVEBANK;

- (b) In application of the internal agreement of CRBPO, oblige all persons responsible for a personal research project ('Programme personnel'), authorized by CRBPO, that involves deploying electronic devices on birds to collect biotelemetry data:
- i. to store collected biotelemetry data (at least geolocation data per bird individual) on MOVEBANK, at least once a year (and before February 1<sup>st</sup> of the year following data collection),
  - ii. to grant CRBPO access to their data, including the right to download data; for this purpose, data owners will be requested to declare the account of CRBPO either as "Data Manager" or as "Collaborator" with "restrict data download to collaborators only" setting for their dataset.
  - iii. The fulfilling of these requirements by data owners is under the full responsibility of CRBPO, and does not engage MPIO's responsibility or implication.
- (c) Download all datasets present in MOVEBANK for which CRBPO has been granted the authorization of access by data owners for physical archiving at French level, at least once a year;
- (d) Facilitate the use of MOVEBANK resources (and primarily, the data deposition interface) by providing French translations of corresponding, existing tutorials, already available on MOVEBANK's portal;
- (e) Take charge of communication with French-speaking, CRBPO-related MOVEBANK users to secure the appropriate assimilation of basic procedures to upload and manage biotelemetry data in MOVEBANK;
- (f) Promote the use of data archived on MOVEBANK by translating existing tutorials and/or offering specific courses of biotelemetry data analysis using online, MOVEBANK's tools, complemented by the use of complementary, relevant software, depending on the scope of the courses; this is a long-term objective, conditional on the request of French data owners to have access to this type of training or courses, and the availability of a skilled trainer to organize these courses;
- (g) Mention MOVEBANK's authorship (including MOVEBANK's logo on the first page) for all documents produced by MOVEBANK's team and translated in French by CRBPO's team for use in CRBPO's communication and teaching activities;
- (h) Inform MPIO at least one month in advance of any change in French regulations, or CRBPO organization, that modify the present agreement.

**3. MPIO commits to:**

- (a) Accept that MOVEBANK becomes the official data repository for French, CRBPO-authorized, personal research projects that collect biotelemetry data through electronic devices deployed on birds, for an unlimited duration;
- (b) Accept the principle that French, CRBPO-authorized data owners systematically provide CRBPO with an access to their data (cf. point 2b);

- (c) Collaborate with CRBPO's database curator to prepare a specific routine to allow the download at once of all data present in MOVEBANK for datasets for which CRBPO has been granted the authorization of access by data owners;
- (d) Collaborate with CRBPO's database curator to prepare a specific routine to allow the access at once to a meta-description of all data deposited per CRBPO-related data owner per study ID per year (reporting the number of equipped bird individuals generating location data, and total number of location data, per year per CRBPO study ID, for study for which CRBPO has been granted the authorization of access by data owners);
- (e) Respect the authority of CRBPO on French, CBRPO-authorized, data owners, and will not interfere in specific negotiations between them about annual data deposition, data transfer, and other legal commitments that regulate their respective obligations in terms of data exchange;
- (f) Give access on demand to CRBPO to raw, editable, files, in their current format, in English, of MOVEBANK online tutorials and instructions of use, for translation into French, and usage in CRBPO's communication and teaching activities;
- (g) Update MOVEBANK's website with French translation of tutorials and guidelines provided by CRBPO;
- (h) Acknowledge on MOVEBANK's website the collaboration with CRBPO, by publishing CRBPO's logo and a brief description of the partnership on the webpage where partner institutions are listed;
- (i) Acknowledge in documents translated in French by CRBPO that translation was done by CRBPO;
- (j) Inform CRBPO in case of malfunction of MOVEBANK database or website as early as possible (less than one day of delay), and keep CRBPO up-to-date about the consequences and solutions for users, so that CRBPO can reply requests that it may receive directly by CRBPO-related MOVEBANK users;
- (k) Inform CRBPO as early as possible, and at least one month in advance, in case of anticipated, major failure of MOVEBANK (like long-term blackout, or definitive closure), so that CRBPO has time to organize the full download of all data accessible to CRBPO contained in MOVEBANK;
- (l) Inform CRBPO at least one month in advance of any change in MPIO organization that modifies the present agreement.

#### 4. **Implementation Arrangements**

- (a) The present Memorandum of Understanding does not entitle any financial implication for either party. If necessary and if agreed by the two Parties, they may jointly seek financial resources from donor institutions for their cooperation activities and joint programs of work.

- (b) The publication and dissemination of data arising from the implementation of activities under this Memorandum of Understanding or related project agreements will be made in agreement with the institutions involved and the participating countries' institutions as may be appropriate.
- (c) Where the implementation of specific cooperation activities will require the involvement of third parties with which MPIO or CRBPO are engaged in cooperation activities, MPIO or CRBPO, subject to their respective rules and regulations will take such steps as may be required so that they can be effectively involved in the relevant project agreements or working arrangements.
- (d) Any intellectual property rights, in particular copyright, of material such as information, software and designs, made available by the Parties to be used to carry out activities under this Memorandum of Understanding will remain with the originating party. Appropriate grants of rights for use of such material may be further described in project agreements or working arrangements, as required.
- (e) Neither of the Parties nor its personnel shall communicate to any other person or entity any confidential information made known to it by the other Party in the course of the implementation of this Memorandum of Understanding nor shall it use this information to private or company advantage. This provision shall survive the expiration or termination of this Memorandum of Understanding.
- (f) Both MPIO and CRBPO agree that the use of the logo and name of the other party in any press release, memo, report or other published disclosure related to this Memorandum of Understanding will require the prior written agreement of that party.
- (g) Without prejudice to any of the provisions of this Memorandum of Understanding, the Director of CRBPO and the Director of MPIO will make all necessary arrangements for ensuring satisfactory implementation of this Memorandum of Understanding.
- (h) Nothing in this Memorandum of Understanding, or in any document or activity relating thereto, will be construed as a waiver of the privileges and immunities of MPIO or of CRBPO, or as conferring any privileges and immunities of a party to the other party or its personnel.

**5. Responsibility**

Each party is responsible for the safety and conduct of its staff or of any person that it may retain to carry out the activities described in this Memorandum of Understanding or any addenda and to comply with the provisions of this Memorandum of Understanding.

**6. Memorandum of Understanding with other Organizations**

This Memorandum of Understanding is without prejudice to other Memoranda of Understanding concluded by either Organization with other organizations. The Parties also hereby agree that the present Memorandum of Understanding does not prevent any of the Parties from entering into and performing other agreements with similar or related purposes with other persons or entities, wherever located.

**7. Entire Memorandum of Understanding**

This Memorandum of Understanding as well as any addendum approved in writing, each of which is incorporated in the Memorandum of Understanding, constitute the entire agreement and understanding between the Parties and supersede any prior or contemporaneous oral or

written understanding or agreements between the Parties related to the matters addressed herein.

**8. Settlement of Disputes**

- (a) The present Memorandum of Understanding will be governed by general principles of law, to the exclusion of any single national system of law.
- (b) Any dispute between the Parties concerning the interpretation and the execution of this Memorandum of Understanding, or any document or arrangement relating thereto, shall be settled by negotiation between the Parties. If the dispute is not settled by negotiation between the Parties, it shall, at the request of either party, be submitted to one conciliator. Should the Parties fail to reach an agreement on the name of a sole conciliator, each party shall appoint one conciliator. The conciliation shall be carried out in accordance with the Conciliation Rules of the United Nations Commission on International Trade Law, as at present in force.
- (c) Any dispute between the Parties that is unresolved after conciliation shall, at the request of either party be settled by arbitration in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law, as at present in force. The arbitral tribunal shall have no authority to award punitive damages.
- (d) The conciliation or the arbitration proceedings shall be conducted in English.
- (e) The Parties may request conciliation during the execution of the Memorandum of Understanding and anyway not later than twelve months after the expiry or the termination of the Memorandum of Understanding. The Parties may request arbitration not later than ninety days after the termination of the conciliation proceedings.
- (f) Any arbitration award rendered in accordance with the provisions of this Article shall be final and binding on the Parties.

**9. Duration, Amendment and Termination**

- (a) This Memorandum of Understanding will have an initial duration of five years to be reviewed periodically. In absence of any written opposition expressed by one Party to the other (cf. point 7c), this Memorandum of Understanding will be tacitly extended at the end of the initial duration.
- (b) This Memorandum of Understanding can be amended by written approval of the two Parties.
- (c) This Memorandum of Understanding may be terminated by either party upon six months notice given to the other party. In that event, the Parties will agree on measures required for the orderly conclusion of on-going activities. Termination of this Memorandum of Understanding will not affect the publication and dissemination of results of research completed before the desired termination date, nor any activities being implemented under project Memorandum of Understandings or such other working arrangements concluded under Articles 2 and 3 of this Memorandum of Understanding.

**10. Notices**

Except as otherwise specified in this Memorandum of Understanding, notices, invoices, and remittances required or permitted hereunder shall be deemed

sufficient if sent by certified mail, return receipt requested, or other more expedient means, addressed to:

- A. Centre de Recherches sur la Biologie des Populations d'Oiseaux  
UMR 7204 CESCO – Centre d'Ecologie et des Sciences de la  
Conservation  
Muséum National d'Histoire Naturelle  
43 rue Buffon, CP 135  
75005 Paris, France  
Attention : Frédéric Jiguet, Prof. and Director,  
Tel : +33 1 40 79 34 23  
or Pierre-Yves Henry, Dr. and Scientific Director  
Tel: +33 1 60 47 92 28  
Email: [crbpo@mnhn.fr](mailto:crbpo@mnhn.fr)
- B. Max Planck Institute for Ornithology  
Am Obstberg 1  
D-78315 Radolfzell  
Germany  
Attention: Martin Wikelski, Prof. and Director  
Tel: +49-7732-150-162

**11. Entry into Force**

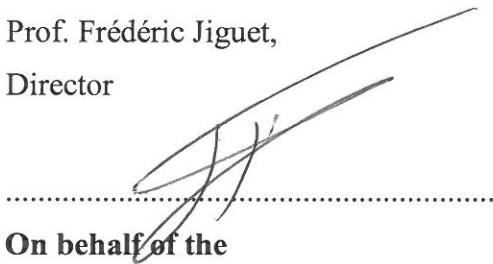
This Memorandum of Understanding will enter into effect upon signature on behalf of both Parties.

In WITNESS THEREOF three original copies of the Memorandum of Understanding were signed on the day, month and year indicated below.

Dr. Pierre-Yves Henry  
Scientific Director,

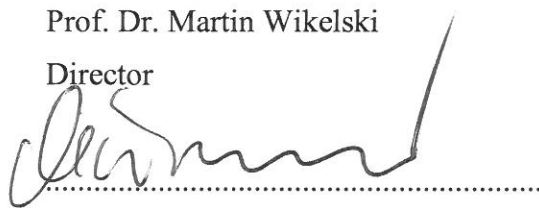


Prof. Frédéric Jiguet,  
Director

  
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On behalf of the  
**Centre de Recherches sur la Biologie  
des Populations d'Oiseaux (CRBPO)**

Prof. Dr. Martin Wikelski  
Director

  
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On behalf of the **Max Planck Institute**