

Conservación Colombiana

Número 13 • 18 Mayo 2010

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**A new species of Antpitta from the Colibrí del Sol
Bird Reserve, Colombia /**

Revision of the status of bird species in Colombia

***Una nueva especie de tororoi de la Reserva Natural
de las Aves Colibrí del Sol, Colombia /***
Revisión del estatus de especies de aves en Colombia

Editorial about the description of a new species of *Grallaria*

This editorial aims to explain the history of the article in this journal which describes a new species for science in the family Grallariidae *Grallaria* to science.

During an exploration supported by Fundación ProAves de Colombia in August 2004 in Páramo del Sol, Cordillera Occidental, Urrao, Antioquia, significant and important discoveries for Colombian bird fauna were made, among which are: the rediscovery of a species of "lost" hummingbird (*Coeligena orina*) (Krabbe et al. 2005), the first data on the voice of Paramillo Tapaculo (*Scytalopus canus*) (Krabbe & Cadena 2010) and a new population of the threatened parrot, *Hapalopsittaca amazonina* (Krabbe et al. 2006). The most important records of these initial explorations have been published (Flórez et al. 2004, Krabbe et al. 2006). Among these results, Krabbe et al. (2006) also reported several subspecies of birds that might be new to science.

Due to the large number of species of birds of conservation importance and the presence of new birds in this zone, ProAves Foundation decided to establish a nature reserve in Páramo del Sol. The lands were purchased for conservation purposes in perpetuity in 2005 and designated as a bird nature reserve (Reserva Natural de Aves - RNA) of the Foundation, with the name "RNA Colibrí del Sol". With the aim of consolidating the process of conservation in this important reserve, on 1st February 2008, Fundación ProAves hired biologist Diego Andrés Carantón as coordinator of the nature reserve to manage and realize further studies therein.

In light of the above, it is necessary to set out some of the terms and conditions that were agreed between Fundación ProAves de Colombia and Sr. Carantón in the contract of employment, which includes the following clauses:

A) The first clause of the contract indicated that: "THE EMPLOYER hires the employee's personal services and is obligated: b) not directly or indirectly to provide employment services to other EMPLOYERS nor to be self-employed in the same occupation, during the term of this contract. Observing in his work the care and diligence necessary for the proper performance of his work personally and directly."

B) In the fourth clause of the contract mentioned above, it is stated that the employee must "*support the extension and enforcement of obligations under the research permit from the Corporación Autónoma Regional (regional environmental authority) in the zone in coordination with the manager of such agreements and the legal representative, providing a monthly report between the 25th to 30th every month*" to the director of protected areas, the executive director, the director of research and the database coordinator of the Foundation. Similarly, and in relation to obligations in the area of research, the research employee undertook to do "*Banding. To capture, band and take the data specified in the methodological protocol with 15 mist nets at three monitoring stations selected by type of vegetation and / or elevation range for six (6) days (two days x each station) for a total of 540 hours / net each month. Important to place two series of nets per monitoring station so as to generate a change each month in order to prevent the birds becoming accustomed to the presence of nets. If collection is necessary due to accidental death, the individuals collected will be properly prepared, duly labeled and reported to the program coordinator for the respective transfer procedures to the relevant ornithological collection. Photography: Keep a photographic record of the species caught, procuring the*

maintenance of records regarding representation of juveniles, males and females when possible which should be sent monthly via physical mail to the Foundation on a compact disc. Sending Data. Correctly archive data produced during monitoring and send legible photocopies by mail identifying the Foundation's office in Bogotá for digitizing. The forms with data taken up to that date should arrive between the 25th of the same month in which it is finalized and the first five days of the next month. Forms with illegible handwriting or bad photocopies will not be accepted. ... Personally deliver the data in their original format to the ProAves office or personally to any team member who is traveling to Bogotá.”

C) In the third clause it was determined that the employee was required to "*rigorously observe the rules set by the Foundation*", "*to strictly follow the instructions that are given him by the Foundation, or by those who represent it, on the development of his activities*" and "*continuously comply with a spirit of loyalty, cooperation and discipline to the Foundation.*"

D) In the seventeenth clause of the contract it was provided that: "*The works, inventions and / or discoveries made by THE EMPLOYEE during or in connection with the execution of this Agreement, belong to THE EMPLOYER, in accordance with article 539 of the Commercial Code as well as Article 20 and related provisions of Law No. 23 of 1982 on copyright.*"

E) The thirteenth clause indicated that: "*This contract has been drafted in strict accordance with law and jurisprudence and interpreted in good faith and in accordance with the Labor Code whose object, as defined in its Article 1 is to achieve justice in the relations between EMPLOYERS AND EMPLOYEES in a spirit of economic coordination and social balance.*"

It is clear at this point that Sr. Diego Carantón as a ProAves employee had a series of

commitments and obligations to comply with and that the activities he conducted as a researcher were subject to his status as a ProAves employee. Similarly, it is clear that the Foundation complied with all its obligations in accordance with the Law and explicit in the contract, such that Sr. Carantón received his wages on a timely basis, control and payment of required monthly Social security contributions, payment of social benefits and other benefits as a ProAves employee.

In the second week of October 2008, the Foundation learned, unfortunately through third parties, of the fact that Diego Carantón had collected (sacrificed) two individuals of a new species of *Grallaria*, for the purposes of using the specimens as the basis of a description. The same act infers a violation of the provisions agreed in the contract with the Foundation, as Sr. Carantón did not really inform the Foundation of the ongoing activities he was realizing, the reason being that he did not include data concerning the new species in his monthly reports, and neither was any coordination was made with the foundation related to the collection or deposit of specimens. In addition, the researcher had developed plans to treat the information product of his research in an independent manner. The process occurred without taking into account the rights to intellectual property of the Foundation explicit in the contract, taking into account that he was provided with the support of another employee of the Foundation (without his knowledge of the breach of the regulation which was being committed), the use of research equipment owned by the Foundation to perform this action, and the place of research: the interior of an area owned by the foundation dedicated to conservation in perpetuity of all organisms that live there.

The discovery of this species is a source of pride for the Foundation *since it was based on research financed by the Foundation and that the discovery was made in a nature reserve of the Foundation.* Traditionally, descriptions of new

species have a "type specimen" of the new species, which is deposited in a museum, so it is understandable that the researcher was interested in collecting two specimens of this population for purposes of making a description. However, the collection was made without the authorization of Fundación ProAves and without the respective collecting permit from the competent authority, in this case the Corporación Autónoma Regional de Urabá (CORPOURABA). On the other hand, the researcher did not obtain the necessary "verification of deposit" for the specimens deposited at the Instituto de Ciencias Naturales (Universidad Nacional) nor did he report it to the Foundation, as required according to the terms stipulated in his contract in force during the time of this action. The collection of such specimens without permission has caused inconveniences in the relationships between the Foundation and regional environmental authorities, for which reason the Foundation's internal procedures require the issue of the necessary permits before proceeding with activities in the field and a 'verification of deposit' to be handed to the Foundation for further deposit by the Foundation with the relevant regional environmental authority. CORPOARUBA is currently monitoring this process and situation and is undertaking its own investigation.

When Diego Carantón delivered the monthly report to the Foundation in September 2008 (and earlier reports) he failed to mention the collection of individuals of *Grallaria*, nor the possible discovery of a species new to science, despite the terms and clauses of his employment contract. Similarly, data on captures are not recorded in the banding data, nor were pictures of the new species included in the material delivered to the Foundation. However, Sr. Carantón, with other co-authors not linked to the Foundation, prepared a scientific paper on the description of the new species. After being notified of the situation, members of Fundación ProAves approached Sr. Carantón and apparently came close to arriving at an agreement on the publication of the new

species together and the appropriate acknowledgment of the contribution of the Foundation to this discovery. Nonetheless, several weeks later, Sr. Carantón's opinion dramatically changed, he deleted from the article the names of authors of researchers associated with Fundación ProAves and acknowledgements to the Foundation for its support for his investigation and sent a manuscript of an article on the description of a new species to *Condor*, a North American journal.

In December 2009, during the process of "peer review" of a manuscript of the article on the description of a new species for the North American journal, *Condor*, the editors of the journal contacted ProAves to ask about the collecting permit. When the situation and presented irregularities had been explained, *Condor* journal rejected the manuscript until the situation between the author and ProAves could be resolved. Although ProAves tried to reach an agreement with Sr. Carantón on nine (9) occasions in order to resolve the situation, to this day it has unfortunately not been able to reach any agreement of any nature with Sr. Carantón.

The publication of the article on the description of a new species in this issue of *Conservación Colombiana* does not have as its objective to discredit the fact that the biologist Diego Carantón, with the support of the current forest guard at RNA Colibrí del Sol, Sr. Luis Rubelio Garcia, were the first people who realized that the population corresponded to a possible new species of *Grallaria*. Nonetheless, the ProAves staff linked to the situation have presented related accounts of inconsistencies on the discovery by Sr. Carantón detailed above. Although several people linked to ProAves have tried in one way or another to mediate and reach an agreement, unfortunately this has not been achieved, despite the gravity of the situation and taking into account the infringement and breach of contract committed by Sr. Carantón during the time he was employed. Although ProAves

generally includes all relevant researchers as authors on the many publications resulting from research supported by the Foundation over the last 10 years, in this case, unfortunately, it has not been possible to include Diego Carantón as an author. Nonetheless, any intellectual property rights related to the discovery of this new species belong to Fundación ProAves de Colombia and there is no restriction or impediment in using them in the description published herein.

The authors of the article on the description of *Grallaria* published in this issue of *Conservación Colombia* have submitted an article, which has been subjected to peer review and accepted for publication by the editorial board. It is hoped that with this publication, this uncomfortable situation is closed. It is clear that the publication of the name and details on the morphology, behavior and conservation of the new species do not prejudice the publication of scientific analysis or other data on this species that can be made by other authors in the future.

Thus, the description of this species will hopefully encourage more conservation measures for the new *Grallaria* species and its habitat,

given that new species descriptions are often a gateway to the designation of endangered species, conservation of important conservation areas and funds for research and conservation.

Comité Editorial, Conservación Colombiana

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