

MEMORANDUM OF UNDERSTANDING
BETWEEN
BIOVERSITY INTERNATIONAL
AND THE
SECRETARIAT OF THE CONVENTION ON BIOLOGICAL DIVERSITY

Whereas the Secretariat of the Convention on Biological Diversity (“SCBD”) was established (Article 24) to support the goals of the Convention. The Convention goals include; the conservation of biological diversity, the sustainable use of its components, and the fair and equitable sharing of the benefits from the use of genetic resources. The Secretariat of the Convention on Biological Diversity (SCBD) is located in Montreal and is administered by UNEP.

Whereas Bioversity International (“Bioversity”) is an independent international organization with its own international legal personality, which is an integral part of the Consultative Group on International Agricultural Research and which seeks to improve lives through biodiversity research, ensuring that individuals and institutions are able to make optimum use of agricultural biodiversity to meet current and future needs of people and societies;

Recognizing their shared objective of supporting the implementation of the Convention on Biological Diversity and of the strategic plan and programmes of work developed under the Convention;

Agree, through this Memorandum of Understanding, to strengthen their collaboration in areas of mutual relevance, the specific elements of which are given as follows:

ARTICLE I

Provision of staff to support the SCBD

1. Bioversity will contribute staff time in support of the work of SCBD according to terms of reference and under conditions to be agreed by the two organizations and identified as annexes to this Memorandum of Understanding. In appropriate cases this may include secondment of staff to the Secretariat headquarters in Montreal, Canada or other agreed venues.
2. Bioversity staff time contributed will support the work of SCBD in areas relevant to Bioversity which shall include support for, but need not be limited to, the programme of work on agricultural biodiversity, the programme of work on forestry, support for the implementation of the Global Strategy for Plant Conservation, work on access and benefit sharing and indicators of biodiversity.
3. Where appropriate, SCBD will provide seconded staff with appropriate legal status, office space, related equipment and a logistical base at SCBD headquarters in

Montreal. The need for this will be determined on a case by case basis and the precise terms and conditions identified as annexes to the Memorandum of Understanding.

ARTICLE II

Exchange of Information

1. The organizations shall regularly exchange information regarding their relevant activities and positions. They shall make appropriate arrangements for regular consultation on matters of common interest.
2. The organizations shall keep each other informed of their relevant activities and positions in other organizations and forums.

ARTICLE III

Joint programmes of work

1. In order to promote cooperation within the context of this Memorandum of Understanding, and in order to develop joint activities to address issues of mutual relevance, either Organization may propose joint projects aimed at specific objects of cooperation. Such joint programmes of work shall specify the respective responsibilities and financial obligations of the two Organizations, and specify any other sources of funds, as well as staffing responsibilities. In implementing such joint programmes of work, the Organizations may jointly agree on cooperation with other organizations and agencies, including funding agencies.
2. If agreed between the Organizations, such joint programmes of work may be dated and numbered serially, signed by both organizations and regarded as annexes to this Memorandum of Understanding.
3. Such joint programmes of work may be modified by the written mutual consent of the Organizations.

ARTICLE IV

Implementation of this Agreement

The Executive Secretary of CBD and the Director General of Bioversity may make the arrangements necessary for ensuring satisfactory implementation of this Memorandum of Understanding.

ARTICLE V

Modification of the Memorandum of Understanding

This Memorandum of Understanding may be modified by the written mutual consent of the organizations.

ARTICLE VI

Termination

Either organization may terminate this Memorandum, subject to six months' written notice. Termination shall not affect obligations previously entered into specifically for the conduct of joint programmes of work implemented under Article III of this Memorandum.

ARTICLE VII

Agreements with other Organizations

This Memorandum of Understanding is without prejudice to agreements concluded by either Organization with other organizations.

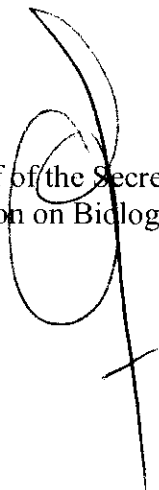
ARTICLE VII

Entry into Force

This Memorandum of Understanding shall enter into force upon signature by authorized representatives of the two Organizations.

Signed this 30th day of July 2008,

On behalf of the Secretariat of the
Convention on Biological Diversity



On behalf of Bioversity International

