



Ref. MOU.HO.2021.003

## **MEMORANDUM OF UNDERSTANDING**

**between**

**THE UNITED NATIONS INSTITUTE FOR TRAINING AND RESEARCH** having its headquarters at 7 bis, Avenue de la Paix, CH-1202 Geneva 2, Switzerland, represented by Nikhil Seth, Assistant Secretary-General of the United Nations and Executive Director, UNITAR

**and**

**BOTANIC GARDENS CONSERVATION INTERNATIONAL** having its headquarters at Descanso House, 199 Kew Road, Richmond, Surrey TW9 3BW, United Kingdom, represented by Paul Smith, Secretary General, Botanic Gardens Conservation International, BGCI.

**WHEREAS** the United Nations Institute for Training and Research (hereinafter referred to as “UNITAR”) is an autonomous body within the United Nations that was established in 1965 pursuant to a United Nations General Assembly resolution and is governed by a Board of Trustees, with the mission to develop the individual, institutional and organizational capacities of countries and other United Nations stakeholders through high quality learning solutions and related knowledge products and services to enhance decision-making and to support country-level action for overcoming global challenges;

**WHEREAS** Botanic Gardens Conservation International (hereinafter referred to as “BGCI”) is a global network representing some 600 institutional members in nearly 100 countries that exists to ensure the worldwide conservation of plant diversity. BGCI aims to do this by connecting people, sharing knowledge, saving plants, and addressing global challenges. BGCI assists in the formation and development of regional botanic garden networks including in Asia, Africa, and Latin America, and supports the creation of new botanic gardens. The development and delivery of capacity building training courses accompanied by a series of technical resources including a botanic garden conceptualization and management manual, form an integral part of these efforts;

**WHEREAS** the Botanical Gardens Network (BG-Net) initiative of the Afghan Fellowship Legacy Projects (AFLP) was launched in January 2020, *to support the development of a network of university-based botanic gardens in Afghanistan* (hereinafter referred to as “AFLP/BG-Net Partners”), and to help build capacities within this network for sustained management and growth, assisted by the alumni of the UNITAR Hiroshima Fellowship, guided by its partner universities across Afghanistan and by an international advisory group, led by the San Diego Botanic Garden, BGCI (US), the Denver Botanic Gardens, as well as other prominent individual members, who provide it with expert advice;

**WHEREAS** UNITAR, BGCI and each AFLP/BG-Net Partner share common goals and objectives with regard to establishing botanic gardens for the benefit of people and the planet; and therefore aim to foster an effective partnership to build capacity and advance the development of university-based botanic gardens in Afghanistan.

**NOW THEREFORE**, based on trust and in the spirit of cooperation, UNITAR and BGCI (hereinafter referred to individually as the “Party” and collectively as the “Parties”) hereby agree to the following articles of this Memorandum of Understanding (hereinafter referred to as “MoU”):

#### **Article I – Objectives**

1. The MoU serves to provide a cooperative framework within which the Parties can develop and implement activities.
2. The Parties intend to utilize and leverage their existing resources and facilities for mutual benefit, and for the benefit of the activities’ beneficiaries.

3. This MoU serves as a framework for engaging AFLP/BG-Net Partners.

## **Article II – Scope and Extent of Cooperation**

1. The Parties agree to jointly pursue cooperation based on their respective mandates, mission, goals, needs, expertise, networks and work programmes.
2. Forms of cooperation between the Parties, to be developed and implemented under this MoU, may include, *inter alia*, the following:
  - a) Build capacity for botanic garden planning, design, and management of botanic gardens;
  - b) Provide guidance for developing fundraising campaigns and submitting grant proposals;
  - c) Set up mechanisms for, and support exchange of expertise, knowledge, tools and resources among international, regional, and national botanic garden networks;
  - d) Engage the resources and social capital within the AFLP community to gain financial, institutional, infrastructural and cultural support and guidance for the botanic garden network.

## **Article III – Thematic Areas of Work**

Under this MoU BGCi can provide, when possible, substantive input, guidance and support to AFLP/BG-Net university partners in Afghanistan, *inter alia*, with access to the following:

1. Training and workshops relevant to botanic garden planning, design, and management
2. Publications and programs aimed at meeting international standards for botanic gardens
3. Exchange among international and regional botanic garden networks
4. Example policies and documents used by other botanic gardens
5. Guidance on species prioritization for collections development

## **Article IV – Modalities for Cooperation**

1. Each AFLP/BG-Net Partner university in Afghanistan will confirm its participation in the network through a cover Letter of Agreement to this MoU.
2. The activities associated with the MoU shall be contingent upon the availability of sufficient human and financial resources, and the Parties will jointly devise strategies for seeking resources to meet desired objectives.
3. The Parties shall designate representatives that will serve as primary contacts for the implementation of this MoU. The primary contacts will liaise communications between the Parties.

UNITAR primary contact:

Nassrine Azimi, Senior Advisor, UNITAR & Team leader, Afghan Fellowship Legacy Projects (AFLP), Nassrine.azimi@unitar.org

BGCI primary contact:

Abby Meyer, Executive Director, BGCI (US), abby.meyer@bgci.org

## **Article V – Use of Name and Emblem**

1. Apart from the exclusive purpose of the execution of this MoU, neither Party shall use the name, emblem, logo, trademark or any other elements of corporate identity to which the other Party holds the intellectual property rights or any abbreviation thereof, without the express prior written consent of the other Party in each case. In no event will the use of name, emblem, logo, and trademark of UNITAR, BGCI, or any of the AFLP/BG-Net Partners in Afghanistan be granted for commercial purposes.
2. The Parties acknowledge that they are familiar with each other's ideals and objectives, and recognize that UNITAR and BGCI names/emblems may not be associated with any political or sectarian cause or otherwise used in a manner inconsistent with the status, reputation and neutrality of UNITAR or the United Nations.

## **Article VI – Entry into Force, Renewal and Termination**

1. This MoU shall enter into force on the date of its last signature and will remain in force for three years.
2. This MoU may be amended by mutual written agreement of the Parties. Unless otherwise agreed, amendments may apply to any activities, which have not yet been implemented.
3. This MoU can be renewed through a further MoU or through an exchange of letters.
4. This MoU may be terminated by either Party on six months' written notice to the other Party. Such termination shall be without prejudice to a) the orderly completion of any on-going activity and b) any other rights and obligations of the Parties accrued prior to termination.
5. This MoU may be executed in separate counterparts by each of the Parties, both such counterparts together constituting but one and the same instrument. Such counterparts may be exchanged by confirmed facsimile transmission or in portable document format by electronic mail.

## **Article VII – Limitations**

1. This MoU is not intended to be a legally binding document.

2. Nothing in or related to this MoU is intended to be a waiver, express or implied, of the privileges and immunities of the United Nations Institute for Training and Research or the United Nations under the terms of the 1946 Convention on the Privileges and Immunities of the United Nations.

### Article VIII – Disputes

1. Any disputes between the Parties arising out of this MoU shall be settled amicably through negotiation. Any difference that may not be so settled shall be brought to the attention of the signatories of this MoU or duly authorized representatives of the Parties for final resolution.

**IN WITNESS WHEREOF**, the undersigned, being duly authorized thereto, have signed the present MoU in the English language, in duplicate on:

Date: 22 May 2021

Date: 22<sup>nd</sup> May 2021



Signature:

Nikhil Seth  
Assistant Secretary-General of the United  
Nations and Executive Director, UNITAR



Signature:

Paul Smith  
Secretary General  
BGCI

For UNITAR cleared by:

Signature:



Mihoko Kumamoto  
Director, Division for Prosperity  
Director, Hiroshima Office

For BGCI cleared by:

Signature:



Joachim Gratzfeld  
Regional Programmes Director