

Memorandum of Understanding for Organizational Membership

**Overview**

World Overview of Conservation Approaches and Technologies or WOCAT is a multi-stakeholder initiative first established in 1992 which has evolved to operate as a global network promoting the adoption of SLM practices (“WOCAT Network”), as further described in Annex 1.

Organizational Member desires to become a member of the WOCAT Network and has submitted an expression of interest which reflects its support and alignment with the strategic objectives of the WOCAT Network, as indicated in Annex 2.

WOCAT Secretariat will coordinate review of the Expression of Interest (Annex 3) and if approved, this countersigned Memorandum of Understanding (MoU) shall record the respective rights and responsibilities of each Party in the WOCAT Network.

**Parties**

The University of Bern, Centre for Development and Environment (CDE), in its capacity as host of the WOCAT Secretariat (“**Secretariat”**).

and

[Name of Organization] (“Organizational **Member”)**

together the parties (“Parties)” to this Memorandum of Understanding (“MoU”).

**1. General Provisions**

1.1. Scope

1. This MoU governs each Parties rights and responsibilities regarding their respective roles in the WOCAT Network. Any rights and responsibilities beyond this scope, such as concerning the funding and or implementation of activities or initiatives related to the WOCAT Network will be subject to separate written agreement.
2. Neither Party shall have any obligations or liability to the other on the basis of exchanged proposals, draft agreements or other materials, unless a separate agreement as mentioned under 1.1 above has been duly signed by the authorized representatives of both Parties.

1.2. Commencement Date and Term

1. This MoU shall commence on the date indicated below and shall terminate at such time as it is terminated in accordance with Article 7 below:
	1. the date on which both Parties sign this MoU; or
	2. if the Parties do not sign this MoU on the same day, the date the last Party to sign this MoU.

1.3 Roles of the Parties

1. WOCAT Secretariat’s role and Organizational Member’s respective roles in the WOCAT Network are as defined in Annex 2 and were unanimously endorsed at the Consortium Partner Meeting on 1 April 2021, as may be amended from time to time, and summarised for convenience in Annex 2.

1.4 Relationship between the Parties

1. The Parties will participate, in their respective capacities, in the WOCAT Network and shall bear all of its own expenses incurred in connection with the performance of this MoU, except as may be specified in annual budgets and workplans.
2. Each Party will:
	1. act in the spirit of cooperation and good faith in the performance of this MoU;
	2. liaise with the other Party as necessary;
	3. provide all information as specified under the MoU and in a timely manner; and
	4. immediately or as soon as practicable notify each other Party of any matter which will impact either Parties ability to perform their roles and responsibilities as set out in this MoU, or which may otherwise materially affect the reputation or implementation of the WOCAT Network.
3. This MoU does not constitute a partnership, joint venture, or any other form of business association. Neither Party is the agent of the other, and nothing in this MoU grants either Party the right to make commitments of any kind on behalf of the other Party. The relationship between the Parties shall be in strict conformity with the provisions of this MoU.

**2. Administration**

2.1 Representatives

1. The Party’s representatives, as set below, are responsible for the operational coordination and management between the Parties of the performance of its respective obligations under this MoU:
	1. CDE’s representative
	[Title]
	[Name - optional]
	[insert email]
	2. Member

[Title – Organizational member only]
[Name – optional for Organizational member]
[insert email]

2.2 Representative authority

1. The Parties may deal with the other Party’s representative in clause 2.1 on all matters relating to this MoU and those representatives may exercise all rights of the Party under or in connection with this MoU.

**3. Intellectual Property**

1. Organizational Members are expected to contribute to the global WOCAT knowledge base and database by sharing information products, data or other materials with the Secretariat.
2. Nothing in the MoU is intended to change or affect the ownership of intellectual property of either Party.
3. Intellectual property associated with any such contributions remains the property of a contributing Organizational Member and its access and use by WOCAT Network members shall be managed in accordance with terms of use and/or guidelines approved by the Steering Committee.
4. If at any time, either of the Parties seeks to enter into a contractual or other agreement with a third party which could affect the intellectual property rights of either or both Parties, the Party seeking to enter into the arrangement will consult the other Party before doing so.
5. For the avoidance of doubt, use of any materials or resources in the WOCAT database or other resources maintained/managed by the Secretariat shall be in accordance with the terms which govern the access and use of such resource.

**4. Logo**

1. The Organizational Member agrees to:
	1. share its Logo with the WOCAT Secretariat, which will be stored in the WOCAT Website and other repositories in use by the WOCAT Secretariat;
	2. have its Logo used by members of the WOCAT Network for the purposes of:
	3. rightfully acknowledge the Member’s involvement in and contribution to public projects and activities;
	4. rightfully acknowledge the Member’s and related affiliated individuals’ intellectual property, as in the form of crediting involvement in and contribution to public knowledge products;
2. The Organizational Member declares:
	1. That the Logo is lawfully registered to the Member;
	2. That the Logo is lawfully of the Member’s own and sole property and possession;
	3. That the Logo is not subject to any legal provisions or measures.

**5. Disclosure of information**

1. The Parties agree to:
	1. share any relevant information in areas of mutual interest; and
	2. consider any requests for relevant information and consult the other Party where necessary.
2. The Parties agree that any information shared under this MoU will be used, disclosed and stored in accordance with any statutory requirements and any other policy requirements of each Party which are communicated prior to the sharing of such information.
3. Prior to sharing of any confidential or non-public information the parties shall enter into a legally binding agreement imposing mutual obligation of non-disclosure and non-use.

**6. Notices**

1. Any notification or other communication under or in connection with this MoU will be deemed to be given or made to the representative in clause 2:

1. in the case of email, when the sender receives a delivery confirmation receipt email;
2. in the case of facsimile, on receipt of a transmission report confirming successful transmission; and
3. in the case of delivery by hand, on delivery.

**7. Termination**

1. Either Party may terminate this MoU by providing three months written notice unless membership is terminated as follows and notwithstanding such termination the Organizational Member may reapply for membership:

1. immediately in the event of a failure to participate in an election concerning the Steering Committee;
2. upon notification in the event of a failure to abide with membership commitments or actions which are deemed contrary to the Vision and Mission of the WOCAT Network, as determined by the by the Executive Team (as noted in Annex 1).
3. Neither Party is liable for any costs incurred by the other Party, including by way of staff or contractual arrangements through the termination of this MoU.

**8. Variation**

1. Changes may be made to this MoU by written agreement of both Parties at any time.
2. Where the Parties mutually determine to vary this MoU, any variation will:
	1. be made jointly by the Party’s representatives mentioned in Part 2.1 or their delegates;
	2. be made in writing, in the form of either an exchange of letters or electronic communication confirmed between the Parties; and
	3. will commence on the date it is signed by both Parties or the date the last Party signs, where the Parties do not sign on the same day.

**9. Cooperation & Dispute Resolution**

1. The Parties agree to work cooperatively to resolve any disputes arising under this MoU.
2. Dispute resolution process
	1. If a dispute arises under this MoU, the Parties will deal with the dispute as follows:
	2. the Party claiming that there is a dispute will give the other Party reasonable notice setting out the nature of the dispute;
	3. the Parties will use their best endeavours to resolve the dispute at an operational level through direct negotiations between the representatives in clause 2.1
	4. Failing settlement within a reasonable period, having regard to the circumstances, the Parties will continue to escalate the dispute to more senior employees of each of the Parties until a resolution can be reached.
	5. Despite the existence of a dispute the Parties agree to perform their roles and responsibilities under this MoU unless requested in writing not to do so by the other Party.

**10. Inconsistency**

1. In the event of a conflict between any of the terms of this MoU and any separate written agreement between the Parties, this MoU will prevail only to the extent of the inconsistency as it relates to membership of the WOCAT Network.

**Signature**

Signed for and on behalf of CDE in its capacity as host of the WOCAT Secretariat by its duly authorized representative: [insert name & position]

Date Signed: [insert]

Signed for and on behalf of [insert Organizational Member] by its duly authorized representative: [insert name & position]

Date Signed: [insert]

Annex 1. Overview of the WOCAT Network and its Governance

WOCAT was initiated in 1992 by a concerned group of soil and water conservation specialists who identified the need to counter prevailing pessimistic views of land degradation and to promote the documentation, assessment, and dissemination of land conservation and restoration practices. It evolved into a sustained international initiative for enhancing knowledge management and decision support for scaling up sustainable land management (SLM). By 2014 WOCAT was organized into a global network, database, and knowledge resource on SLM, building on collaboration with its network members and in response to international, regional, and national demands (collectively the WOCAT Network).

The operating structure and governance of the WOCAT Network was formalized pursuant to a Framework Agreement effective 13 August 2014 (2014 Framework Agreement). This was amended and unanimously endorsed at the Consortium Partner Meeting on 1 April 2021 to better align the operating structure and governance arrangements of the WOCAT Network in support of the WOCAT2020+ strategy adopted for the period 2020-2030.

The WOCAT2020+ strategy specifies the “Vision” and “Mission” of WOCAT as follows:

* WOCAT’s Vision is that of improving land and livelihoods by sharing and enhancing knowledge on sustainable land management (SLM).
* WOCAT’s Mission is to support innovation and decision-making in SLM with a view to enhancing land productivity and water use efficiency, improving provisioning of ecosystem goods and services, and contributing to food security, climate change adaptation, and reduction of disaster risks and land and water conflicts. It contributes to more efficient and cost-effective investments in SLM to reduce land degradation.

An overview of the constitutive elements and governance of the WOCAT Network is provided as follows:

* **WOCAT**. The acronym for “World Overview of Conservation Approaches and Technologies”, a multi-stakeholder initiative first established in 1992 which operates as a global network promoting the adoption of SLM practices.
* **WOCAT Network or Network**. The global network of Members implementing WOCAT. Network Members are organized into Regional Clusters and a WOCAT Roster of Experts, which are critical elements of the WOCAT Network.
* **Network Members or Members**. Organizations comprising the WOCAT Network as Organizational Members. Organizational Members automatically include Consortium Partners (i.e., as standing Members). Organizational Members may participate in WOCAT Regional Clusters.
* **WOCAT Regional Clusters or Regional Clusters**. These comprise Organizational Members located in or affiliated with a particular region.
* **WOCAT Roster of Experts or Roster**. An expert roster of individuals in their personal capacity, whether affiliated to an Organizational Member or independent, with SLM experience and expertise which is promoted to the Network as well as to donors and specialized agencies as a reference register to engage with qualified experts.
* **Consortium Partners**. Signatories to the 2014 Framework Agreement establishing the governance arrangements of WOCAT and the WOCAT Network. They are Organizational Members with a standing right to participate in the Steering Committee.[[1]](#footnote-1)
* **WOCAT Executive Team or Executive Team**. Three individuals seconded from the Consortium Partners who are supported by the Secretariat and responsible for executing the WOCAT Strategy as approved by the Steering Committee.
* **WOCAT Secretariat**. This body supports the Executive Team in the management and coordination of the WOCAT Network. The Secretariat is composed of staff from the Organizational Members from which the Executive Team are seconded, and additional staff as required.
* **WOCAT Steering Committee or Steering Committee**. This body consists of certain Consortium Partners and selected Organizational Members, and steers/guides the WOCAT Network.

Annex 2. Roles and Responsibilities

The roles and responsibilities of the Secretariat and members of the WOCAT Network were unanimously endorsed at the Consortium Partner Meeting on 1 April 2021, as may be amended from time to time.

**WOCAT Secretariat**

The Secretariat is a neutral body providing administrative support to the Executive Team and maintaining relationships with governmental, non-governmental, and international organizations as well as with academia and research institutes on behalf of WOCAT.

The Secretariat operates in a decentralized manner; however, the Steering Committee may approve hosting arrangements for employment of Secretariat staff, financial management and such other administrative or operational support it deems necessary.

Secretariat shall consist of staff reporting to the Executive Team. The Executive Team is responsible for the recruitment process and organizing the setup of the Secretariat. Secretariat staff shall be supported by funds earmarked for the WOCAT Secretariat and specified in an annual budget and workplans.

The role of the Secretariat is to support the Executive Team in the management and coordination of the WOCAT Network and in empowering the Network Members. The Secretariat is managed by and reports to the Executive Team.

The activities of the Secretariat are arranged according to three main areas. To facilitate these activities, the Executive Team is authorized to sign specific agreements on behalf of the Secretariat related to these activities. The activity areas are as follows:

* serving as the secretary for the Executive Team and for the Steering Committee, including facilitating meetings of the Executive Team and the Network, and supporting implementation of decisions made by the Steering Committee;
* functioning as the main operational body under the guidance of the Executive Team;
* facilitating communication between the different bodies of WOCAT and external parties including answering requests from Regional Clusters, Network members and other users of the WOCAT tools, and forwarding requests that are beyond their competence to the ET;
* maintaining and expanding the WOCAT Network, and ensuring smooth access to all registered users;
* information management and communications;
* organizing frequent WOCAT events such as the Global Network Meeting and the Steering Committee Meeting;
* maintaining global WOCAT database and knowledge base
* making available WOCAT tools and materials to interested development actors, targeting policymakers and technical specialists and practitioners;
* support training activities and capacity development initiatives of Network Members and other stakeholders

**Global Network Meeting**

Individual Members and Organizational Members (further described below) as well as new potential members, and the Consortium Partners meet at Global Network Meetings which bring together WOCAT’s governance bodies and organizational structures (as summarized in Annex 1).

Attendance

Each Organizational Member and particularly each Consortium Partner is encouraged to nominate at least one participant to attend the Global Network Meeting on a self-funded basis.

The Executive Team and staff of the Secretariat attend the Global Network Meeting.

Role and Frequency of Global WOCAT Network Meeting

The Global Network Meeting is an integral part of the WOCAT Strategy as implemented through the Annual Work Plan. It provides a forum (i) to assess progress and exchange experiences, (ii) to improve and further develop the Network and its outputs, (iii) to improve tools and methods as well as identify opportunities and mechanisms for their effective and wider application, and (iv) to plan for the future.

The Global Network Meeting takes place every two years or as otherwise determined by the Steering Committee and is jointly organized by the Secretariat and the host of the Meeting, which is either a Consortium Partner or another Organizational Member and changes on a rotating basis.

The Global Network Meeting advises on the further development of the Network (e.g., tools, methods, data collection, trainings, workshops), however, final decisions are made solely by the Steering Committee.

**WOCAT Regional Clusters**

Governance

WOCAT Regional Clusters are organized in accordance with standardized regions (e.g., UN Regions) to facilitate harmonization when aligning with existing international processes.

They are composed of Organizational Members that are incorporated or otherwise registered or reside in the region. One of the Organizational Members chairs the Regional Cluster. Organizational Members in the region elect their three-member Coordination Team and Chair every three years (ordinarily re-elections cannot exceed two terms).

The Steering Committee approves the election of the Coordination Team and Chair. Members of the Executive Team headquartered in a particular region are represented preferentially in the Regional Cluster’s Coordination Team to streamline operations. The Steering Committee may disqualify from election or terminate the appointment of a Coordination Team member or Chair prematurely if it considers it necessary to safeguard WOCAT’s regional operations and reputation. The Steering Committee can approve re-elections exceeding two terms.

Role

Regional Clusters, through the Coordination Team members, are official representatives of WOCAT in their region and interact with focal points from UNCCD, UNFCCC and CBD for matters related to the region. They carry forward the interests of WOCAT and promote its messages, visibility and acceptance in the regional context. They act as catalysts for mainstreaming SLM and LDN in the regions’ strategic agendas and for enhancing capacities, through south-south collaboration with other RCs and other institutions, in implementing and scaling up SLM. In doing so, they actively promote the use, by relevant stakeholders, of the WOCAT data, knowledge products, capacity development modules, and tools. Specifically, Regional Clusters shall be responsible for the following activities:

* Develop regional 5-year strategies, annual plans and budget with guidance from the Executive Team.
* Implement the regional strategy and annual plans with support from the Executive Team.
* Represent the WOCAT Network and increase the visibility of its activities in the region through: communication (contributing to the WOCAT Strategy website and social media, to national and regional news outlets and others); key events (participation in key events in the region e.g. through side events, presentations); and convening: organizing a yearly knowledge exchange and joint learning regional event bringing together WOCAT Network Members and other interested partners.
* Collaborating with partners in the region on behalf of WOCAT Strategy and actively building up collaborative partnerships in the frame of joint projects, capacity building (trainings and workshops), awareness creation or scientific events, etc.
* Support Organizational Members and partners in the region, including awareness raising and information sharing;
* Identifying and creating project opportunities in partnership with the Executive Team. The Executive Team works with Regional Clusters to commission and implement projects in their respective regions.
* Commissioning activities to interested Organizational Members in the region as per approved workplan.
* Monitoring progress both financially and in terms of contents.
* Annual planning and reporting to the Executive Team twice a year.

Funding

The staff time of Coordination Team members (0.25 FTE per member and 0.15 FTE for the Chair) and expenses incurred while fulfilling the Coordination Team responsibilities shall be financed through the Annual Workplan and Budget of WOCAT.

Operation

Each Regional Cluster will develop its own operational guidelines and workflows in accordance with its institutional and regional characteristics. Each Regional Cluster will outline these operational guidelines and workflows in its regional strategy document that it will submit for approval to the Executive Team, who will provide adequate support to the Regional Cluster for the drafting of the regional strategy. Furthermore, the Executive Team will ensure a regular exchange between the different Regional Clusters in order to foster inter-regional cooperation and south-south collaboration. The reporting framework for Regional Cluster activities will be determined by the Executive Team in order to support a comparable and coordinated approach.

**Organizational Members**

Any institution or organization that supports the Vision and Mission of the WOCAT Network can become a WOCAT Organizational Member.

Organizational Members must sign a Memorandum of Understanding to become a member, defining specific roles and functions, subject to approval by the Executive Team. Failure to participate in an election concerning the Steering Committee will result in automatic lapse of status as an Organizational Member. Failure to abide with membership commitments or actions contrary to the Vision and Mission of the WOCAT Network may result in termination of membership, to be determined by the Executive Team. Organizations with a lapsed or terminated status can re-apply.

Organizational Members contribute to the global WOCAT knowledge base and database by sharing information products, data or other materials with the Secretariat. Such materials remain the property of the contributing Member and its access and use by WOCAT Network members shall be managed in accordance with terms of use and/or guidelines approved by the Steering Committee.

Each Organizational Member operates and makes decisions in an autonomous, decentralized, and self-funded way.

**Roster of Experts**

Any individual who supports the Vision and Mission of the WOCAT Network can request to be included in the Roster of Experts by submitting their profile to be included in the Roster available on the WOCAT Website.

The Executive Team is responsible for determining the criteria and procedure to evaluate an applicant’s experience and expertise for inclusion in the Roster which is maintained through an annual subscription.

WOCAT and Regional Clusters may use the Roster to contact experts for voluntary inputs on specific questions or for paid support, for example to conduct training. Selection of experts for paid activities will be based on a tender process. The Secretariat will be responsible for developing terms of reference and streamlining the tender process. The Roster will be promoted to the Network as well as to donors and specialized agencies as a reference register to engage with qualified experts.

Annex 3. Expression of Interest to join the WOCAT Network

Please state your organizational interest in joining the WOCAT Network by filling the below form in all of its parts. By submitting the below form, the sender authorizes the WOCAT Secretariat to manage the provided information in order to revise the request for Organizational Membership.

Organization name:
Abbreviation:
Website:
Online profiles (i.e., LinkedIn):
Headquarters full address (include postcode):
Focal point (person) email, phone and fax:

[50-200 words] Please describe the organization’s mandate, scope of work and area(s) of intervention(s).

[50-200 words] Is the organization committed to the United Nations Sustainable Development Goals? If yes, please describe how.

[50-200 words] Is the organization committed to Sustainable Land Management and Land Degradation Neutrality? If yes, please describe how.

[50-200 words] Please detail how the organization plans to contribute to the WOCAT Network scope and mandate.

[50-200 words] Does the organization plan – or is will it consider – contributing to the WOCAT Global SLM Database?

[50-200 words] Does the organization plan – or is will it consider – contributing to the WOCAT Network communication of key messages through their own social media and dissemination channels?

Relevant links and sources:

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1. Consortium Partners under the 2014 Framework Agreement: Centre for Development and Environment (CDE) of the University of Bern (host of the WOCAT Secretariat); the Food and Agriculture Organization of the United Nations (FAO); Stichting International Soil Reference & Information Centre (World Soil Information or ISRIC); International Center for Agricultural Research in the Dry Areas (ICARDA); International Centre for Integrated Mountain Development (ICIMOD); International Centre for Tropical Agriculture (CIAT); and Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH. The Swiss Confederation represented by the Federal Department of Foreign Affairs acting through the Swiss Agency for Development and Cooperation (SDC, withdrew on 31 December 2020), and the University of KwaZulu-Natal (UKZN, withdrew on 31 December 2015). [↑](#footnote-ref-1)