Memorandum of Understanding

BETWEEN

THE CONSORTIUM OF EUROPEAN TAXONOMIC FACILITIES

AND

THE SOCIETY FOR THE PRESERVATION OF NATURAL HISTORY COLLECTIONS

The Consortium of European Taxonomic Facilities (hereafter referred to as CETAF), and the Society for the Preservation of Natural History Collections (hereafter referred to as SPNHC) have reached an agreement on the following points in order to increase and improve collaboration in areas of common interest.

WHEREAS

- The aims and missions of CETAF and of SPNHC (hereafter referred to as The Party, individually, and together, The Parties) are complementary and in some extent overlapping in regards to certain topics; and

- The Parties wish to recognize and benefit from the contribution made to their shared goals by the members and representatives of each Party.

NOW IT IS HEREBY AGREED THAT THE PARTIES SHALL

1. Establish on their respective General Assembly (CETAF) and Council (SPNHC) an ex-officio member position for the President (or appointed representative) of the other Party. This non-voting member will make all reasonable efforts to attend meetings as would any voting member of the General Meeting or Council, receive correspondence and serve as liaison between their organization and the
other Party.

2. Collaborate to provide guidance and directions for productive collaborative/joint CETAF-SPNHC work, such as the organization of events, from Conferences to Workshops.

3. Actively seek opportunities to cooperate and, when considered appropriate by the Parties, initiate and implement joint actions, including - but not limited to - issuing joint statements regarding issues of concern in areas of common interest and value, or working jointly on activities / actions in areas of common interest.

4. Draw on mutual synergies and complementarities, through the exchange of information and the implementation of strategies, projects and activities jointly elaborated and undertaken pursuant to this MoU, with progress being reviewed through regular contacts between the Presidents (or appointed representatives) of the Parties.

Limitations

The Parties will seek the approval of their respective governing bodies, as appropriate and as mandated by their respective Statutes and Bylaws, in implementing the cooperation foreseen under the present MoU.

Fulfillment of the Parties’ obligations under the present MoU shall, at all times, be subject to the terms of their respective Statutes and Bylaws and so to the application of its respective rules and procedures as well, and the extent of the financial resources committed and available to each Party.

Collaborative projects arising from the current MoU will be governed by separate detailed agreements between the Parties. Such agreements will include - but will not be limited to - financial arrangements associated with the collaborative projects.

Nothing in this MoU shall be construed as creating an exclusive relationship between the Parties. Each Party shall be free to enter into other agreements with other organizations.

Save for the inclusion of the name and the logo as well as the website link at each Party’s website of the other Party, neither party shall use the name and/or logo of the other Party without prior written permission. Under no circumstances should any Party use the name and/or logo of any other Party in a way that implies that they are part of the other Party or under its patronage or affiliation.

The present MoU may be amended, at any time, upon formal written request by one Party and written agreement of the other Party.

Duration and Termination

The present MoU shall take effect upon its signature by the Parties and shall extend through alternating representatives for a period of 3 years that will be automatically extended unless a termination request is sent by one Party to the other, by registered letter, with 60 days of advanced notice.
Any Party may terminate the present MoU by giving 60 days written notice to the other Party or by mutual consent of the Parties.

Any dispute arising out of the interpretation or implementation of the MoU will be settled through discussion between the Parties.

This Memorandum of Understanding signifies a statement of intent to collaborate, but it is not a legally binding document.

IN WITNESS THEREOF, the duly authorized representatives of the Parties affix their signatures below on the two original copies in English.

Signed on the 15 day of April, 2019

By:

Barbara Thiers
SPNHC President

Michelle J. Price
CETAF Chair