



Memorandum of Understanding

The World Flora Online

This Memorandum of Understanding (MOU) updates and replaces an MOU opened for signature in 2012 whereby organisations worldwide agreed to collaborate in the development of a World Flora Online (WFO) and to become members of the WFO Consortium. Under the provisions of the MOU, signatories of the previous MOU remain members of the WFO Consortium. The text of this MOU was adopted by the WFO Council at its 17th meeting on 6th July, 2021.

1.0 Background

- 1.1 Through decision X/17 of the Conference of the Parties of the United Nations Convention on Biological Diversity a consolidated update of the Global Strategy for Plant Conservation (“GSPC”) 2011–2020 was adopted. In the same decision the Conference of the Parties requested the Executive Secretary to the Convention, in collaboration with the Global Partnership for Plant Conservation (“GPPC”) and other partners and relevant organizations, to undertake activities to support implementation of the Strategy.
- 1.2 The GPPC brings together international, regional and national organisations in order to contribute to the implementation of the GSPC.
- 1.3 Target 1 of the GSPC called for the achievement of ‘*An online Flora of all known plants*’ by 2020.
- 1.4 A widely accessible Flora of all known plant species is a fundamental requirement for plant conservation. The terms and technical rationale for Target 1 of the GSPC proposed that a World Flora be developed as a framework capable of accommodating regional floristic information (at national or lower level) that can provide answers in both regional and global contexts. The terms and technical rationale for Target 1 suggested that the Flora should include accepted names and a comprehensive synonymy, building on the results of the previous objectives for Target 1 (dated 2002–2010), aimed to develop “*a widely accessible working list of known plant species as a step towards a complete world flora.*” It was also pointed out that new knowledge should also be incorporated as it becomes available. Target 1 of the first phase of the GSPC was achieved at the end of 2010, through The Plant List (www.theplantlist.org). Target 1 of the 2011–2020 GSPC was achieved at the end of 2020 with the development of the World Flora Online (“WFO”, www.worldfloraonline.org).

- 1.5 For the purposes of this MoU, ‘widely accessible’ is interpreted to mean that the WFO will be available in an electronic format, online, with open access and freely accessible. Furthermore, it is accepted that Creative Commons or equivalent licensing are foundation principles of the WFO and of its organisation.
- 1.6 The terms and technical rationale of Target 1 of the GSPC suggested that a World Flora should include geographic distributions to at least country level, drawing on national floras, checklists, and monographs; habitat data; identification tools (e.g., interactive keys, images, and descriptions); conservation status (with links to assessments being carried out under GSPC Target 2); and other enhancements as practicable, e.g., vernacular names. Much of these data already exist in digital or printed format, and they can be used to populate the Flora. The WFO is a community resource built on the work of a great many individuals throughout the world, and their contributions to the Flora and its influence on GSPC is documented and attributed in the WFO portal (e.g. through appropriate citation of original work) and the WFO about pages (e.g. including partner organizations and Taxonomic Expert Networks).
- 1.7 It is acknowledged that when complete, the WFO will be expected to include comprehensive information on approximately 400,000 plant species, and comprise vascular plants and bryophytes.

2.0 Purpose

- 2.1 To support the implementation of the GSPC.
- 2.2 To establish an informal international consortium (“**Consortium**”) to continue to develop and maintain the WFO.
- 2.3 To establish and acknowledge the link between the international Consortium and the GPPC, whereby the Consortium is formally recognised as a working group of the GPPC.
- 2.4 To provide an expression of interest for organisations to become involved in the WFO and elaborate a framework for cooperation and coordination between the parties to this MoU to contribute to the WFO.

3.0 Agreement

- 3.1 The parties to this MoU agree to be members and cooperate as part of the international Consortium of relevant organizations and institutions to contribute to the development and maintenance of the WFO.
- 3.2 Membership of the Consortium shall be open (see 5.1) to all organisations and institutions who sign the MoU and that have substantial programmes relevant to plant systematics at the national and/or international levels and wish to play a part in the achievement of the WFO.
- 3.3 The parties to this MoU further agree that in undertaking this work that they shall be contributing to the common good, by making information on the world’s plants freely available to all.

- 3.4 Furthermore, they agree that this work shall be carried out within the context of the provisions of the Convention on Biological Diversity, namely conservation of, sustainable use of, and the fair and equitable sharing of benefits arising out of use of biodiversity, as well as to relevant international, regional and national laws and regulations concerning biodiversity including laws relating to access to plant genetic resources, associated benefit sharing and traditional knowledge.

4.0 Activities

- 4.1 Areas of co-operation under this MoU will be subject to available resources. Activities may include, but will not be limited to:
- 4.1.1 Collaboration and support of actions that contribute to the development and maintenance of the WFO, including, as appropriate, the provision of data, technical and other services, resources and participation in collaborative projects;
 - 4.1.2 The designation of one or more representative(s) from each organization to be members of the Council of the Consortium (see 5.1.1);
 - 4.1.3 The development of shared activities, including publicity and fund-raising activities;
 - 4.1.4 Subject to available resources, participation in a shared Secretariat (see 5.1.3).

5.0 Structures

- 5.1 As part of the implementation of this MoU, the following structure for the WFO Consortium is established:
- 5.1.1 Council. This will include one primary designated representative of each of the parties to this MoU. The Council shall be the decision making body of the Consortium. Decisions made by the Council shall be by consensus. Decisions made by the Council shall relate to the activities of the Consortium only, rather than to individual activities of its members. It is anticipated that the Council will meet in-person annually and other virtual meetings may be held at other times as required by the Council. The chair(s) of the Council shall be decided by its members.
 - 5.1.2 Working Groups. These will take forward technical and other work of the Consortium. In their respective area of expertise, working groups will also develop specific work plans as needed for implementing the WFO, thereby supporting decisions of the Council. The following Working Groups are recognised:
 - a) Technical Working Group;
 - b) Taxonomic Working Group;
 - c) Communications Working Group.

Working Groups may be created, reorganised or disbanded by a decision of the Council. The chair(s) of each working group will be appointed by the Council. The terms of office of the chair(s) and members of each Working

Group shall be from one in-person Council meeting to the next. Membership of the Working Groups shall be renewable. Terms of reference for each Working Group will be approved by the Council.

5.1.3 Secretariat. A Secretariat is established to support the day-to-day work of the Consortium, including:

- a) helping to develop and maintain the WFO;
- b) facilitating communications between members of the Consortium;
- c) assistance in managing the activities and operations of the bodies outlined above, (viz. Council, Working Groups and organising meetings of the Council);
- d) keeping minutes and a record of decisions adopted at Council meetings, organizing documents of the Consortium and making them available to all Members.

Parties to the MoU may, on a voluntary basis, provide support and assistance in the provision of the Secretariat, which shall be shared between a number of institutions and organisations. The Secretariat shall also keep a record of signatories of this and the previous pre-2020 MoU.

5.2 The structure of the Consortium outlined above may be amended by the Council as and when required, including, should it become necessary, its superseding by a formal constitution and operating rules.

6.0 Duration, Renewal, Amendment and Termination

6.1 This MoU came into force on the 6th July 2021 when it was adopted by the Council. Its duration will be determined subsequently by the Consortium.

6.2 This MoU can be amended at any time through mutual agreement expressed in writing. Such amendments, once approved by the parties, will become part of this MoU.

6.3 Any party to this agreement may terminate their participation in this MoU by providing the Secretariat to the Consortium with 60 days notice in writing.

6.4 This MoU shall replace the previous MoU between any parties related to the WFO. Any party to the pre-2020 MoU on the WFO will automatically be included as a signatories to this MoU, unless they specifically decline to sign it and withdraw from the Consortium.

7.0 General

7.1 As a result of this MoU, none of the parties shall be prevented or hindered from participating in similar activities with other public or private agencies, organizations, or individuals.

7.2 Parties to this MoU will agree on the text of any press releases or other public statements relating to this MoU or the relationships established under the terms of this MoU.

- 7.3 The parties acknowledge that any party may be subject to obligations relating to freedom of information, for example, under the Freedom of Information Act 2000 in the United Kingdom. The parties will make reasonable efforts to inform the Consortium of any proposed disclosure under freedom of information obligations in relation to this MoU or the relationship established under this MoU but shall not be bound to obtain the prior consent of the Consortium members to any such disclosure.
- 7.4 This MoU does not commit any of the parties to this agreement to provide any fiscal, personnel, or other support, whether real or in-kind outside the agreed voluntary commitment outlined above.
- 7.5 Any endeavour or transfer involving reimbursement or transfer of funds between the parties to this MoU shall be handled in accordance with applicable laws, regulations, and procedures of each of the signatories. Such matters shall be outlined in separate agreements that shall be made in writing by representatives of each organization and shall be independently authorized by appropriate statutory authority for each member. This MoU does not provide such authority.
- 7.6 This MoU is not intended to be a legally binding document.

8.0 Parties to the Memorandum of Understanding

The parties hereto have executed this Memorandum of Understanding:

Agreed to by:

(name of institution/organisation) _____

Signature: _____

Name: _____

Title: _____

Date: _____
