



MEMORANDUM OF AGREEMENT BETWEEN
BOTANICAL SOCIETY OF SOUTH AFRICA
(the "**BOT SOC**")
AND

(the "External Branch")

(Collectively the "**Parties**")

1. INTRODUCTION

- 1.1. BOT SOC is an organisation that has existed since 1913. It is an approved Non-Profit company, public benefit organisation, and exists to carry out its core object (contained in its registered MOI).
- 1.2. The External Branch is an organisation with an aligned purpose and objectives to that of BOT SOC.
- 1.3. BOT SOC and the External Branch wish to record their relationship and their responsibilities towards one another in their collaborative effort towards:
 - 1.3.1. Making a more meaningful impact in the world of conserving South Africa's plants;
 - 1.3.2. Inspiring people to love, learn about, grow, protect and enjoy plants; and
 - 1.3.3. Build the botanical community of South Africa.

2. AGREEMENT TERM

- 2.1. Notwithstanding the date of signature, this Memorandum of Agreement (this "Agreement") shall begin in 2026 and shall be effective indefinitely, unless otherwise terminated in accordance with this Agreement.
- 2.2. Acknowledging the applicability of the consequences of loss of External Branch Status in accordance with clause 8, this Agreement may be terminated:
 - 2.2.1. Voluntarily by either party, by delivering 30 days' notice to the other of the Parties; and

- 2.2.2. Involuntarily and immediately where the External Branch has breached a provision in this Agreement and does not rectify the breach to BOT SOC's satisfaction in a reasonable time, and vice versa.
- 2.3. A termination of this Agreement shall not result in the termination of the membership of the natural persons with BOT SOC, who hold dual membership in the External Branch and BOT SOC.

3. AGREEMENT AND RELATIONSHIP BETWEEN THE PARTIES

- 3.1. The Parties are committed to the following "Purpose": To bring people together to love, learn about, grow, protect and enjoy South African plants.
- 3.2. The Parties are independent legal entities and are not entitled to represent one another or bind one another to obligations other than as empowered in terms of this Agreement.
- 3.3. Nothing in this Agreement shall cause a relationship of universal agency between the Parties or common law partnership.
- 3.4. Where the members of the External Branch are natural persons, BOT SOC may admit those natural persons to be members of BOT SOC, subject to the conditions and processes of BOT SOC's MOI. Such members of the External Branch admitted as members of BOT SOC shall hold dual membership in both BOT SOC and the External Branch and shall have responsibilities to each of BOT SOC and the External Branch as required of members of each entity. Members of the External Branch who are also so admitted, by BOT SOC as members, shall be entitled to participate in member activities of BOT SOC fully for so long as they are accepted as members of BOT SOC.
- 3.5. The External Branch's participation in BOT SOC as an External Branch is subject to this Agreement and the MOI of BOT SOC.

4. NAME, BRANDING, AND IDENTITY

- 4.1. The Parties acknowledge the responsibilities towards one another as contained in this Agreement, and requirement to uphold and maintain the good name and reputation of each other.
- 4.2. The nature of the collaboration between the Parties shall require, from time to time, that representatives of each of the Parties may speak on behalf of or represent the interests of the other of the Parties. The Parties may do so, provided that:
 - 4.2.1. prior permission or agency has been obtained from the other of the Parties,
 - 4.2.2. no representation of the Parties shall bind the other of the Parties to an obligation or financial commitment without prior written consent from the other of the Parties; and
 - 4.2.3. no representation by either of the Parties shall bring the other of the Parties' name, or membership of that Party, into disrepute.
- 4.3. Where BOT SOC's funds, assets, or resources have been utilised by the External Branch, the External Branch shall acknowledge BOT SOC's contribution to the extent required by BOT SOC.
- 4.4. BOT SOC licences conditional use of its name and branding and registered trademarks to the External Branch, subject to the External Branch's use of the words "Botanical Society(name of branch) Branch", and continued adherence to the rules and policies of this Agreement and applicable annexures. Such conditions,

rules, and policies relating to branding and proper use of BOT SOC trademarks are annexed to this Agreement as Annexure A: Branding Guidelines, and may be updated by BOT SOC from time to time. The External Branch shall adhere to the rules and policies related to BOT SOC branding and trademarks and understands that a breach of such provision is grounds for termination of this Agreement and applicable damages.

5. FINANCE, GRANTS AND ASSETS

- 5.1. Each of the Parties are independent legal entities, and shall be responsible for their own fundraising, financial reporting, and the establishment of their own financial accountability systems.
- 5.2. The External Branch may raise funds independently for BOT SOC related activities at External Branch level, provided that these fundraising activities are approved by the Finance and Fundraising Committees of BOT SOC, and fundraising efforts are aligned with the fundraising policy adopted by BOT SOC from time to time. The External Branch agrees to be bound by the BOT SOC fundraising policy for all fundraising activities and to ensure that no fundraising efforts of the External Branch harm BOT SOC, or amount to unfair competition.
- 5.3. Funds that have been independently raised by the External Branch, under the External Branch's name and as a direct result of the efforts of the External Branch shall be received by the External Branch and owned by the External Branch.
- 5.4. Where the External Branch or BOT SOC is a designated agent or custodian for funds to be spent for a specific purpose, the External Branch or BOT SOC shall be bound to comply with that purpose.
- 5.5. External Branch membership fees shall be paid to the External Branch.
- 5.6. Members of the External Branch who are also members of BOT SOC shall be responsible for membership fees to BOT SOC, which shall be paid to BOT SOC by the member of the External Branch. BOT SOC shall then allocate the membership fees raised from members who hold dual membership with the External Branch for expenditure in the External Branch's geographic region, as directed by the External Branch provided that:
 - 5.6.1. Any expenditure made by the External Branch shall be required to be in the furtherance of the Purpose set out in this Agreement; and
 - 5.6.2. No membership fees shall be used to directly or indirectly benefit an individual member or office bearer within the External Branch, except as fair remuneration for services rendered in accordance with a valid contract between a person and the External Branch; and
 - 5.6.3. In addition to other obligations under law, including the Basic Conditions of Employment Act, any remuneration paid by the External Branch shall be non-excessive and reasonable having regard for what is the norm in the sector.
- 5.7. A condition of this Agreement is the continued compliance with all applicable obligations of law on the External Branch, including employment and tax laws of the Republic of South Africa. A failure to comply with such obligations shall be grounds for immediate termination of this Agreement in accordance with this Agreement.
- 5.8. BOT SOC may, from time to time, enter into grant agreements with the External Branch.

- 5.9. The Parties may distribute, transfer, licence or share resources and assets between one another, including intellectual property, provided that such assets are applied towards their collective purpose. The use of such assets shall be governed by an agreement between them.
- 5.10. BOT SOC and the External Branch may, from time to time, collaborate with one another and host joint programmes. Joint programmes shall be governed by an agreement between the External Branch and BOT SOC from time to time. Any programmes or operations of the External Branch shall be the External Branch's responsibility, and BOT SOC shall not be liable for any loss or damage incurred by the External Branch for the purposes of that programme.
- 5.11. BOT SOC encourages the External Branch to obtain the necessary insurances to protect itself against risk and damage associated with certain activities (including the clearing of alien plants), and to obtain necessary waivers of liability from any volunteer in such activities, but BOT SOC shall take no responsibility therefor.
- 5.12. The External Branch shall be required to maintain their own financial records and update various government departments such as SARS accordingly. BOT SOC Council shall take no responsibility therefor.

6. MEMBERSHIP OF EXTERNAL BRANCH

- 6.1. The External Branch shall be responsible for the maintenance of its own members' registers. Each year, on a date determined by BOT SOC from time to time, the External Branch shall share its most up-to-date members' register with BOT SOC.
- 6.2. Such register will be compared against BOT SOC's record of members of the External Branch, and shall communicate to the External Branch which persons have elected to decline dual membership with BOT SOC and the External Branch.
- 6.3. The Internal Branch members that wish to hold dual membership in the External Branch and BOT SOC may do so, and shall be liable for membership fees of BOT SOC in addition to any applicable membership fees of the External Branch.
- 6.4. Members of the External Branch that are also members in BOT SOC may participate as full members of BOT SOC.

7. CONDUCT OF THE EXTERNAL BRANCH

- 7.1. The External Branch shall:
 - 7.1.1. Uphold and promote the values of BOT SOC and implement the Code of Good Practice of BOT SOC within the External Branch's membership base across all members, regardless of whether dual membership in BOT SOC and the External Branch is held by a member;
 - 7.1.2. Protect the good name and reputation of BOT SOC;
 - 7.1.3. Communicate with members of BOT SOC, and its own members, fairly, honestly, and with respect for each person's humanity; and
 - 7.1.4. Participate in Society affairs and activities towards the joint and collective mission of BOT SOC.
- 7.2. BOT SOC may establish a code of conduct of its members from time to time, including the Code of Good Practice. The External Branch shall bind its members to the Code of Good Practice. A breach of the Code of Good Practice by members of the External Branch, and endorsement by the External Branch without consequences may result in a termination of this Agreement.

8. LOSS OF EXTERNAL BRANCH STATUS

- 8.1. The termination of this Agreement in accordance with clause 2.2 shall result in the immediate loss of rights of association as an External Branch, and the benefits of External Branch status held by the External Branch at the time of termination shall be revoked.
- 8.2. Once association is terminated through termination of this Agreement for any reason, the External Branch shall not misrepresent itself as an External Branch of BOT SOC and shall lose the right to use the name "BOT SOC (branch name) Branch"
- 8.3. All BOT SOC assets and funds, including any licence to use the name or logo of BOT SOC, in the External Branch's possession shall be returned to BOT SOC.

Authorised External Branch Representative

Date

BOT SOC Chairperson

Date