

EUROPEAN INTEGRATE NETWORK AND MULTI-DONOR TRUST FUND RULES

(15 March 2022)

Article 1 Objective

- 1.1 *The European Integrate Network (“Integrate Network”) promotes and advances forest management approaches for the integration of nature conservation into sustainable forest management at three levels: the decision-making policy level, the level of forest- and nature conservation practitioners/managers, and the level of research and academic knowledge. Objectives and strategic direction of activities are further elaborated in the European Integrate Network Terms of Reference, adopted by the Integrate Network Members Committee and published on the Integrate Network webpage.*
- 1.2 The objective of the Integrate Network Multi-Donor Trust Fund (“Trust Fund”) is to support the operationalization of the Integrate Network.
- 1.3 The Trust Fund is administered by the European Forest Institute (“EFI”) through the Integrate Network Secretariat as further stated in these Rules.

Article 2 Membership

- 2.1 Membership in the Integrate Network shall – subject to making a financial contribution to the Trust Fund in accordance with article 7 (“Contribution”) – be open to:
 1. European States
 2. The European Union, represented by the European Commission
 3. European sub-regions, situated within a European State, that have a mandate to shape their own strategy in relation to the topic of the Integrate Network
- 2.2 European States, the European Union, and European sub-regions, having made a Contribution, acquire membership in the Integrate Network and are referred to as “Member”:
 - i. for the contribution period stated in the Contribution Agreement, however not starting earlier than the date following from article 7.3, or
 - ii. for 12 months from the date following from article 7.3,whichever provides for the later end date.
- 2.3 As an exception to the preceding, any European State or European sub-region that is a member of the Integrate Network when these rules enter into force will be a Member for the period until 31 December 2023.

Article 3 Members Committee

3.1 General

3.1.1 The Members Committee shall consist of:

- (i) A representative appointed by each Member
- (ii) Ex officio, the Director of EFI or his/her authorised representative
- (iii) Other persons as decided by the Members Committee

3.1.2 Each Member shall notify EFI of its Members Committee representative appointed, and of the contact details of that representative.

3.1.3 Each Members Committee representative shall be deemed to be duly authorised to deliberate, negotiate and decide on all matters stated in article 3.2.2.

3.1.4 Members Committee representatives may be accompanied by their own staff and experts.

3.1.5 All Members Committee representatives and accompanying staff and experts will cover their own costs of participation in the Members Committee meetings.

3.1.6 The Members Committee will appoint its Chair (Members Committee Chair). Vice-Chair is the Members Committee Chair for the previous full chairmanship period (Previous Chair).

3.1.7 The Chairmanship period is the period starting at the end of a general meeting of the Members Committee and ending at the end of the following general meeting of the Members Committee, unless otherwise decided by the Members Committee.

3.2 Mandate

3.2.1 The Members Committee decides the strategic direction of the Integrate Network and its activities funded by the Trust Fund.

3.2.2 The Members Committee shall, in addition to what is stated elsewhere:

- a) propose topics for research studies, field visits, exchange of experts and other activities to be included in the Integrate Network work plan and funded by the Trust Fund;
- b) review, discuss, decide on, and revise as applicable, the work plan for the activities funded by the Trust Fund and associated forecast budget; a work plan and associated forecast budget will cover an activity period of 12 months starting 1st January each year, with the first activity period as an exception to the preceding starting 1st August 2022 and running for 5 months until 31st December 2022;
- c) provide advice to the Integrate Network Secretariat regarding the implementation of activities under the work plan;
- d) give feedback regarding the outputs, outcomes and impacts resulting from the activities of the Integrate Network;
- e) adopt and approve changes to the European Integrate Network Terms of Reference and these Rules and its annex;

3.3 Meetings and minutes

- 3.3.1 The Chair presides upon the Members Committee meetings, unless otherwise decided by the Members Committee.
- 3.3.2 Meetings shall be held at least annually with time and place of the meeting decided by the Steering Committee, unless they are held by teleconference or videoconference or in mixed configurations.
- 3.3.3 A provisional agenda and background material for the decision making will be sent to all Members Committee members no later than fourteen calendar days in advance of the meeting.
- 3.3.4 EFI will arrange a secretary for the Members Committee meetings.
- 3.3.5 The secretary shall produce written minutes of each meeting, which shall be the formal record of all decisions taken. The minutes shall not be a complete account of the discussions in the Members Committee. The secretary shall, without undue delay, send the draft minutes to all Members Committee members. The minutes shall be considered as accepted if, within 14 calendar days from sending, no Members Committee member has sent an objection in writing to the Chairperson with respect to the accuracy of the draft of the minutes.

3.4 Decision making

- 3.4.1 The Members shall make every effort to reach agreement on all matters of substance by consensus.
- 3.4.2 Each Member has one vote and decisions are made by simple majority with casting vote by the Chair in case of equal number in favour and against a matter.

As an exception to this, a decision to amend these rules or a decision to dissolve the Integrate Network will require a majority of 2/3 of votes cast.

The Director of EFI or his/her authorised representative can veto decisions counter to EFI's institutional standing, or interests in relation to the administration of the Trust Fund.
- 3.4.3 Decision making normally takes place during meetings, but can also exceptionally be done following a written procedure.
- 3.4.4 For decision making in meetings, members of the Members Committee must be present to take part in the decision making.
- 3.4.5 1/3 of the Members constitute a quorum for voting, other than for decisions to amend these rules or to dissolve the Integrate Network, where half of the Members constitutes a quorum for voting.

- 3.4.6 For decision making by written procedure, without convening a meeting, a minimum of ten (10) calendar days will be given for each Members Committee member to provide its position. Quorum is reached when 1/3 of the Members have voted, other than for decisions to amend these rules or to dissolve the Integrate Network, where quorum is reached when half of the Members have voted.

Article 4 Steering Committee

4.1 Composition

4.1.1 The Steering Committee will consist of:

- The Members Committee Chair, which is also the Steering Committee Chair for the current chairmanship period
- The Members Committee Chair for the previous full chairmanship period (Previous Chair)
- The Members Committee Chair for the upcoming chairmanship period (Future Chair), as decided by the Members Committee
- Two Members appointed by the Members Committee for the same duration as the Chair, considering regional distribution and amount of Contributions made.

4.1.2 Until a Members Committee Chair for the upcoming chairmanship period (Future Chair) has been appointed, the former Previous Chair will remain on the Steering Committee.

4.1.3 As an exception to the preceding, until 31 July 2022, the Steering Committee shall have the same composition as the Integrate Network Steering Committee immediate prior to the entry into force of these rules.

4.2 Mandate

4.2.1 The Steering Committee is a non-voting body that takes decisions by consensus, following the principle of equal standing of its members.

4.2.2 The Steering Committee will:

- Propose draft decisions for the consideration and decision of the Members Committee
- Oversee implementation of the work plan activities as decided by the Members Committee
- Represent the Integrate Network at international and other meetings in coordination with the Secretariat
- Identify and discuss information, opportunities, and risks of relevance for the Integrate Network

4.3 Meetings

- 4.3.1 The Steering Committee meetings are chaired by the Steering Committee Chair.
- 4.3.2 Meetings shall be held at least quarterly with time and place of the meeting decided by the Steering Committee.
- 4.3.3 Meetings are held by teleconference or videoconference or, exceptionally, in person.
- 4.3.4 A provisional agenda and background material will be sent to all Steering Committee members no later than seven calendar days in advance of the meeting.
- 4.3.5 The Director of EFI or his/her authorised representative can attend the Steering Committee meetings.
- 4.3.6 EFI will arrange a secretary for the Steering Committee meetings.
- 4.3.7 The secretary shall produce written minutes of each meeting which shall be the formal record of all decisions taken. The minutes shall not be a complete account of the discussions in the Steering Committee. The secretary shall, without undue delay, send the draft minutes to all Steering Committee members. The minutes shall be considered as accepted if, within 14 calendar days from sending, no Steering Committee member has sent an objection in writing to the Chair with respect to the accuracy of the draft of the minutes.

Article 5 Secretariat

- 5.1 EFI will appoint a Coordinator and other Secretariat staff, as part of a Secretariat of the Integrate Network, to administer the Integrate Network and coordinate and support its activities, using, as decided by the Members Committee, the Contributions provided by the Members.
- 5.2 The role of the Secretariat is, inter alia, to:
 - Annually propose a work plan and associated forecast budget to be approved by the Members Committee building on and if appropriate complementing proposals by the Members Committee;
 - Coordinate the implementation of all activities of the work plan in accordance with the approved budget;
 - Prepare annual technical and financial reports;
 - Provide relevant information to the Members Committee and Steering Committee members;
 - Prepare reports and other publications;
 - Maintain the Integrate Network website and other communication channels;
 - Develop and maintain communication channels with relevant stakeholders; as well as relevant European and global processes;

- Through the Coordinator represent the Integrate Network at science-policy or science-practice events, in coordination with the Steering Committee Chair;
- Maintain the database of the network of demonstration sites (i.e. the Marteloscopes);
- Handle applications from prospective Members and Observers.

Article 6 Observers

6.1 There are two types of observers to the Integrate Network and the Trust Fund:

6.1.1 Permanent observer: Permanent observer status can, upon application, be granted by the Members Committee to entities not eligible for membership according to article 2, to allow for sharing of expertise and relevant scientific and practical knowledge in support of the activities of the Integrate Network.

As an exception to the preceding, the European Union represented by the European Commission will, unless it has status of Member according to article 2, without an application, be a Permanent observer. This status is subject to reassessment and decision according to paragraphs 3 and 4.

The status of Permanent observer will be reassessed by the Members Committee at least every five years.

Following reassessment the Members Committee may decide to revoke the status of Permanent observer.

6.1.2 Temporary observer: Temporary observer status can be granted by the Members Committee upon application (i) to allow States and Regions eligible for membership according to article 2 but not previously having had the status of Member to assess whether to make a Contribution to the Trust Fund and participate as a Member or (ii) to allow States and Regions currently being a Member finding themselves in a very difficult economic situation to temporarily avoid a Contribution.

The status as Temporary observer is held for a fixed term consecutive period of 12 months. Temporary observer status can only be granted to a State or Region once every five years.

6.2 Permanent observers and Temporary observers do not make Contributions to the Trust Fund.

6.3 Permanent observers and Temporary observers have the right to participate in the meetings of the Members Committee, but will not have any right to take part in the decision making.

Article 7 Contributions

- 7.1 Contributions to the Trust Fund shall be made in the amount of at least EUR 5,000, or the equal sum in any other freely convertible currency, per 12 month equivalent.
- 7.2 Contributions can be made to any of the following contribution categories:
- a. Basic funding of the Integrate Network Secretariat activities
 - b. Complementary Evidence Studies¹ as decided upon by the Members Committee
 - c. Support of the network of demonstration sites² and field visits
 - d. Other activities as decided upon by the Members Committee
 - e. All of the above contribution categories

At least 25 % of a Contribution should be made to the contribution category a. Basic funding of the Integrate Network Secretariat activities.

- 7.3 A Contribution is deemed to have been made when EFI has received the funds.
- 7.4 Each Contribution shall be subject to the conclusion of a Contribution Agreement or an amendment to an existing Contribution Agreement with EFI, incorporating these Rules in full. Contribution Agreements shall substantially follow the form and substance attached to these rules as Annex 1. The provisions of a Contribution Agreement may not result in different conditions for different Members with regards to their respective Contribution.
- 7.5 A Contribution shall not, otherwise than stated in these Rules, grant or constitute rights or privileges for a Member.

Article 8 Resources and expenditure

- 8.1 The assets of the Trust Fund shall consist of amounts contributed to the Trust Fund pursuant to article 7 of these Rules and any interest accrued to those amounts. Interest accrued will be earmarked as Basic funding.
- 8.2 EFI may draw on the assets in the Trust Fund as required to meet the costs incurred under the respective contribution categories in connection with the activities of the Integrate Network funded by the Trust Fund, and the Trust Fund, and for overhead as stated in article 8.4.

Should enough assets not be available in the Trust Fund as Basic funding of the Integrate Network Secretariat activities, EFI may, as decided by the Members Committee, draw on the

¹ 'Evidence Studies' will collect state-of-the-art knowledge on politically pressing topics at the European level around the topic of integrative forest management, i.e. addressing the broad range of ecological, economic, social, practical and governance questions on forest biodiversity conservation in managed areas and provide a sound and accessible evidence basis for more informed, fact-based policy and decision-making.

² The costs of establishment of additional demonstration sites in the member countries, their remeasurement and expansion;

assets from other contribution categories in the Trust Fund to meet the costs incurred for properly implementing the activities of the Integrate Network Secretariat.

In case the assets available in the Trust Fund as Basic funding of the Integrate Network Secretariat activities is well in excess of what is needed to properly implement the Integrate Network Secretariat activities, transferring those assets to another contribution category is permitted as decided by the Members Committee.

8.3 The categories of eligible expenditures for the support of the Integrate Network are:

- a) EFI staff costs and travel expenses related to management and coordination of the Integrate Network and the Trust Fund;
- b) EFI staff costs, consultant and expert fees and related expenses (including but not limited to travels) to coordinate and conduct studies and implement products and services;
- c) Costs for contracting EFI Associate and Affiliate Members as well as other relevant organizations and experts for carrying out scientific assessments, policy studies, best practice guidance, exchange of experts' programmes, training/demonstration events etc.
- d) Communication and media expenses, including publications (e.g. What Science Can Tell Us, From Science to Policy, Policy Briefs, Newsletter, etc), translations, and video and electronic media, media conferences, etc.
- e) Workshop, conference and meeting expenses, including costs associated with presenters, publicity, translation and reporting; exchange of experts, training and demonstration events etc.;
- f) Equipment;
- g) Financial and banking costs related to the Trust Fund assets;
- h) Costs for auditing of the Trust Fund and external evaluation of the Integrate Network;
- i) Costs related to the Integrate Network or the Trust Fund, not included above, that have the approval of the Members Committee.

8.4 Thirteen percent (13%) of the Trust Fund Contributions may be claimed by EFI as indirect costs to cover administrative overhead incurred.

Article 9 Administration and reporting

9.1 EFI shall maintain a separate account for the Trust Fund, showing all receipts and expenditures, including any interest accrued.

9.2 EFI shall administer the Trust Fund in accordance with its rules and practices, within budgets and these Fund Rules. EFI may take all actions necessary to efficiently administer the Trust Fund.

- 9.3 EFI shall annually report to the Members Committee on the use of the assets in the Trust Fund. The Members Committee can decide on additional reporting.
- 9.4 EFI shall take appropriate measures to prevent irregularities, fraud, corruption or any other illegal activity in the management of the Trust Fund. EFI shall without undue delay inform the Members Committee of any suspected or actual case of irregularities, fraud, or corruption related to management of the Trust Fund.

Article 10 Audit

- 10.1 The Trust Fund will be subject to a financial audit during every third year. The costs of the audit shall be covered by the Trust Fund, and the audit report shall be made available to the Members Committee, along with EFI's responses if required.
- 10.2 Should the annual audit of EFI's overall accounts contain any observations on the transactions of the Trust Fund, EFI shall make the report available to the Members Committee, along with EFI's responses if required.
- 10.3 Additional audits of the Trust Fund may be requested by the Members Committee, the costs of which will be covered by the Trust Fund.

Article 11 Termination and Disposal of Resources

- 11.1 The Trust Fund shall be active until terminated by decision of the Members Committee.
- 11.2 If the Trust Fund balance is at risk of reaching zero, a meeting of the Members Committee shall be called to decide whether further Contributions will be made or whether the Trust Fund shall be terminated.
- 11.3 The Trust Fund shall be terminated if the Integrate Network has no Members during the preceding 18 months.
- 11.4 Upon termination of the Trust Fund, the following provisions shall apply with respect to the resources of the Trust Fund:
- (i) EFI shall cease all activities relating to Trust Fund resources, except those needed for the orderly realisation, conservation and preservation of the Integrate Network activities, and the settlement of the direct or contingent obligations to which they may be subject.
 - (ii) Unless otherwise decided by the Members Committee, any unspent assets in the Trust Fund will be returned to the respective State and Region, based on a pro rata distribution as compared with their total Contributions to the Trust Fund, unless a State or Region otherwise agree with EFI.
- 11.5 No distribution shall be made until all liabilities relating to the activities of the Integrate Network and its Trust Fund have been discharged or provided for.

- 11.6 Until final distribution of the net assets of the Trust Fund, all rights and obligations of the EFI and of the Members under these Rules and the relevant Contribution Agreement will continue unimpaired.
- 11.7 If the Trust Fund is terminated, the Members Committee will decide on whether to dissolve the Integrate Network and, if not, on the modalities of future collaboration and activities.

Article 12 Resolution of disputes

- 12.1 Disputes concerning any matter arising out of or in connection with a Contribution and/or the operations of the Trust Fund, shall be settled amicably. In the event that such dispute cannot be settled amicably the matter shall be submitted to arbitration in accordance with the UNCITRAL Arbitration Rules. The number of arbitrators shall be one (1). The place of Arbitration shall be Helsinki. The language to be used in the arbitral proceedings shall be English. The appointing authority shall be the Secretary General of the Permanent Court of Arbitration following a written request submitted by either party. The Arbitrator's decision shall be binding on the parties and there shall be no appeal. The provisions of the UNCITRAL Arbitration Rules notwithstanding, the arbitrator shall not be authorised to take any interim measures of protection or provide any pre-award relief, and requests for interim measures of protection or pre-award relief may not be addressed to any judicial authority against EFI.

Annex 1

CONTRIBUTION AGREEMENT

European Integrate Network Multi-Donor Trust Fund

ref. [Reference number]

between

[Donor] (hereafter referred to as “Donor”)

and

European Forest Institute, Yliopistokatu 6B, 80100 Joensuu, Finland (hereafter referred to as “EFI”)

together hereafter referred to as “Parties”

1. Donor hereby for the contribution period YYYY-YYYY contributes the amount of [currency] [amount] (the “Contribution”) to the Integrate Network Multi-Donor Trust Fund.
2. The Contribution will be made in the following instalments, following an invoice from EFI:
 - a. [currency][amount] in [month][year]
 - b. [currency][amount] in [month][year]
 - c. [currency][amount] in [month][year]
3. The Contribution shall be dedicated the following:
 - a. [currency][amount] for Basic funding of the Network Secretariat activities
 - b. [currency][amount] for Complementary Evidence Studies as decided upon by the Members Committee
 - c. [currency][amount] for Support of the network of demonstration sites and field visits
 - d. [currency][amount] for Other activities as decided upon by the Members Committee
 - e. [currency][amount] for all of the above contribution categories
4. The Contribution and this Contribution Agreement shall be governed by the Integrate Network Trust Fund Rules, including any changes made to those Fund Rules.
5. This Contribution Agreement shall enter into force on the date of the last signature thereof. Any modification to this Agreement has to be in writing and be duly signed by the Parties to be valid.

This Agreement is made in two originals in the English language and duly signed by the authorised representatives of Donor and EFI.

On behalf of Donor

[place], [date]

[name], [position]

On behalf of EFI

[place], [date]

[name], [position]