

Center for International Forestry Research

**CONSTITUTION FOR THE
CENTER FOR INTERNATIONAL FORESTRY RESEARCH**

**Article 1
Establishment**

The Center for International Forestry Research (hereinafter referred to as "CIFOR" or "the Center") is hereby constituted as an international organization and governed by this constitution.

**Article 2
Status**

- (i) The Center shall operate as a non-profit autonomous organization, international in status and non-political in management, staffing and operations. The Center shall be organized exclusively for the purpose of scientific research, information dissemination, and technology transfer in forestry.
- (ii) CIFOR shall possess full juridical international personality and enjoy such legal capacities as may be necessary for the exercise of its functions and the fulfilment of its purpose.

**Article 3
Headquarter's Location**

The country of location of CIFOR's headquarters shall be designated by the Board of Trustees of CIFOR after consultation within the CGIAR, and in accordance with the requirements for the exercise of the functions and the fulfilment of the purposes of CIFOR. The Board of Trustees may establish offices in other locations as required to support the Center's programs.

**Article 4
Purpose**

The purpose of the Center is to contribute to the sustained well-being of people in developing countries, particularly in the tropics, through collaborative strategic and applied research and related activities in forest systems and forestry, and by promoting the transfer of appropriate new technologies and the adoption of new methods of social organization, for national development.

By forestry is meant the science, the art and the practice of managing and using for human benefit the natural resources that occur on and in association with lands bearing forest or with a forest vocation. A forest system is a functional complex of forest and its biophysical, social, cultural, economic and political environment.

**Article 5
Guiding Principles**

The Center's guiding principles are:

The provision of a focal point within the CGIAR for leadership in forestry research worldwide by defining and updating a global research agenda of priority problems and by assessing the Center's comparative advantage *vis a vis* existing institutions.

A commitment to strategic research aimed at better understanding of mechanisms and processes, and adopting an ecosystem approach to forest systems, an holistic view in policy and socio-economic studies, and an integrated approach in forest products utilization research.

The marshalling of the necessary critical mass of interdisciplinary scientific expertise and resources to ensure efficient and effective implementation of activities to meet clearly defined program objectives.

A recognition that research must remain relevant to and serve the needs of developing countries in their efforts to achieve sustainable land-use practices, minimise further degradation of forested lands and promote social equity.

**Article 6
Activities**

CIFOR shall conduct, promote and support research that can provide the basis for sustainable forestry and forest systems in developing countries, thereby enhancing the environment, development and well-being of their peoples.

CIFOR shall formulate a research program to underpin the science of forestry, by developing and maintaining the necessary scientific and technological base and the necessary staff expertise. This program shall be directed towards innovation and technology development and the transfer of the results of such work to CIFOR's stakeholders for the ultimate benefit of people in developing countries.

CIFOR shall operate through a variety of mechanisms suited to the needs of its constituent programs, including networking, collaborative and contractual arrangements, and in-house research.

CIFOR shall monitor forestry research globally and shall obtain and process information relevant to developing countries. CIFOR shall act as a distributor of this information where and when it is needed.

CIFOR shall keep itself informed of the policies, practices and capabilities of other agencies active in forestry and forestry research and shall, upon request, serve in an advisory role on these matters within and outside the CGIAR.

CIFOR shall perform such other activities as its Board of Trustees may find necessary or useful in furtherance of its purpose set forth in Article 4 hereof.

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CIFOR's activities shall contribute to increasing the forestry research capacity of developing countries. These activities will be undertaken in the context of strategic problem-solving research aimed at:

- Objective 1. Understanding the biophysical and socio-economic environments of present and potential forest systems and forestry, and their functional relationships.
- Objective 2. Creating the potential for sustainable improved productivity of forest systems for the benefit of people in developing countries.
- Objective 3. Providing analysis, information and advice to assist in making policy decisions about forests and land use.
- Objective 4. Increasing national forestry research capacity.

Article 7 Powers

- (i) In furtherance of the aforesaid aims and activities, CIFOR shall have the following powers:
 - (a) to receive or otherwise lawfully obtain from any governmental authority or from any corporation, company, association, person, firm, foundation or other entity whether international, regional or national, such charters, licences, rights, concessions or similar rights, and assistance - financial or otherwise - as are conducive to and necessary for the attainment of the aims of the Center;
 - (b) to receive, acquire or otherwise lawfully obtain from any governmental authority or from any corporation, company, association, person, firm, foundation or other entity, whether international, regional or national, by donation, grant, exchange, devise, bequest, purchase or lease, either absolutely or in trust, contributions consisting of such properties, real, personal, or mixed including funds and valuable effects or items, as may be useful or necessary to pursue the aims and activities of the Center and to hold, operate, administer, use, sell, convey or dispose of the said properties;
 - (c) to enter into Agreements, Memoranda of Understanding and Contracts;
 - (d) to employ persons according to its own regulations;
 - (e) to institute, and defend in, legal proceedings;
 - (f) to perform all acts and functions as may be found necessary, expedient, suitable or proper for the furtherance, accomplishment or attainment of any and/or all of the purposes and activities herein stated, or which shall appear, at any time, as conducive to or necessary and useful for the aims and activities of the Center.

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- (ii) No part of the earnings of the Center shall inure to the benefit of, or be distributable to, its members, trustees, officers, or other private persons, except that the Center shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purpose set forth in Article 4 hereof.

Article 8 Organs

The organs of CIFOR shall be:

- (a) The Board of Trustees (hereinafter referred to as "the Board")
- (b) The Director General

Article 9 Composition of the Board

- (i) The Board shall consist of up to seventeen members, selected as follows:
 - (a) three members elected by the Board upon nomination by the CGIAR, and up to eleven members-at-large elected by the Board;
 - (b) one Chairperson appointed in accordance with Article 13 below;
 - (c) one ex-officio member appointed by the country which hosts the headquarters of CIFOR;
 - (d) the Chairperson of the Board of Trustees of the International Centre for Research in Agroforestry (hereinafter referred to as "ICRAF"), as an ex-officio member;
 - (e) the Director General of CIFOR as a non-voting ex-officio member;
- (ii) The members of the Board, except the Director General who serves as a member for her/his whole term of office and the member appointed by the host country, shall be appointed for terms of no more than three years as determined by the Board in advance of the appointment. Vacancies among members nominated by the CGIAR and among the members-at-large by reason of their retirement, death, incapacity or any other cause shall be filled in the same manner as the original appointments. A new member appointed to replace a member during the latter's term, may be appointed for the remaining term of the member being replaced or for some other term of no more than three years.
- (iii) The members of the Board are eligible for reappointment for a second term, but shall not serve more than two successive terms, except that the member elected as Chairperson may have her/his term extended by the Board in order to coincide with her/his appointment as Chairperson, provided that no member shall serve for more than eight consecutive years on the Board. To ensure continuity of policies and operations, members shall serve staggered terms as determined by the Board.

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- (iv) The members of the Board - other than the ex-officio members - serve in a personal capacity and are not considered, nor do they act, as official representatives of governments or organizations.
- (v) The term of office and the selection of the member appointed by the host country will be determined by the host country.
- (vi) Regard shall be paid especially to proposed members' professional experience and qualifications, to appropriate geographical distribution, and to organizations or countries which have concern for and provide substantial support to the Center. Approximately one-half of all Board members shall come from developing countries covered by CIFOR's activities.
- (vii) The Center shall provide a Secretary to the Board from among the senior staff of CIFOR, on nomination of the Director General and selection by the Board.

Article 10 The Founding Board

- (i) The Founding Board shall consist of fifteen members, selected as follows:
 - (a) three voting members selected by the members of the CGIAR as their nominees;
 - (b) up to eleven voting members selected by the members of the CGIAR in accordance with Article 9(vi);
 - (c) the Chairperson of the Board of Trustees of the International Centre for Research in Agroforestry (hereinafter referred to as "ICRAF"), as an ex-officio voting member.
- (ii) Following the conclusion of a headquarters agreement between CIFOR and its host country, the host country may appoint an ex-officio member to serve as a voting member of the Board.
- (iii) The Founding Board shall elect a Director General of CIFOR in accordance with Article 14(i), to serve on Board as an ex-officio non-voting member.
- (iv) At the inaugural meeting of the Board a Chairperson shall be elected in accordance with Article 13(i) below.
- (v) Founding members of the Board (those referred to in para (i)(a) and (i)(b), may serve for a minimum period of three years and a maximum of six years. At the end of the first three year period one half of the Board members shall retire. The order of retirement shall be determined by the Board.
- (vi) When a vacancy occurs amongst members of the Founding Board, such vacancy shall be filled as follows:

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- (a) non ex-officio voting members will be replaced by election by the Board in accordance with Article 12
- (b) the Chairperson will be re-elected in accordance with Article 13
- (c) ex-officio members of the Board will be reappointed in the same manner as their original appointments.

Subsequent appointments to the Board shall be made in accordance with Article 9.

Article 11 Functions and Powers of the Board

- (i) The Board governs CIFOR in all affairs of the Center. Its role shall be to ensure that:
 - (a) the Center has objectives, programs and plans that are consistent with its purpose;
 - (b) the Center is managed effectively by the Director General in harmony with the agreed objectives, programs and budgets, and in accordance with legal and regulatory requirements;
 - (c) the future well-being of CIFOR is not jeopardized by exposing its financial resources, its staff or its credibility to imprudent risks.
- (ii) To this end, the Board shall have the following duties:
 - (a) definition of objectives and approval of plans to meet the Center's purpose and to monitor the achievement of this purpose;
 - (b) specification of policies to be followed by the Director General in pursuing the specified objectives;
 - (c) appointment of the Director General, determination of her/his terms of employment, monitoring her/his performance and dismissal of the Director General if her/his performance is inadequate;
 - (d) approval of the Center's broad organizational framework;
 - (e) approval of personnel policies including scales of salaries and benefits;
 - (f) determination of priorities relating to major elements within and between the Center's programs;
 - (g) approval of the Center's program and budget and the Center's Annual Report;
 - (h) ensuring the Center's cost-effectiveness, financial integrity and accountability;

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- (i) appointment of an external auditor and approval of an annual audit plan;
 - (j) approval of an investment policy and monitoring of its implementation;
 - (k) overseeing of major borrowing, major expansion including the acquisition of major equipment and facilities, and the disposal of major assets;
 - (l) ensuring that due consideration is given to the recommendations and suggestions made by reviews pertinent to the Center's operation and activities;
 - (m) ensuring that Board members have no conflict of interest;
 - (n) maintaining the composition of the Board with respect to the expertise needed to discharge the full range of its responsibilities, and monitoring and evaluating the performance of the Center;
 - (o) perform all other acts that may be considered necessary, suitable and proper for the attainment of the purpose of the Center as set forth in Article 4 hereof.
- (iii) The Board will designate an Executive Committee of its members which shall have the power to act for the Board in the interim between Board meetings, and on matters which the Board delegates to it. All interim actions of the executive committee shall be reported to the full Board at its next meeting.
- (iv) The Board may establish such other subsidiary committees as it deems necessary for the performance of its functions.
- (v) The Board will ensure that appropriate mechanisms are in place for adequate consultation with recognized international stakeholders.
- (vi) the Director General of ICRAF may be invited to be an observer on the Board, for as long as reciprocity of such arrangement is agreed with ICRAF.

Article 12 Voting by the Board

Voting by the Board of Trustees is regulated as follows:

- (a) each member of the Board has one vote, except the Director General who has no vote;
- (b) the Chairperson of the Board has a casting vote;
- (c) decisions of the Board shall be made by a majority of the voting members present except as specified otherwise in this Constitution.

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**Article 13
Procedure of the Board**

- (i) The Board shall elect one member as Chairperson from among the non ex officio members. The normal term of the Chairperson will be three years. The Board may re-elect its Chairperson for a second term of not more than three years, provided that total Board membership shall not exceed eight years at the expiry of such second term.
- (ii) The Board shall meet at least once annually.
- (iii) The Board shall adopt its own rules of procedure, consistent with this Constitution.
- (iv) A majority of the members shall constitute a quorum for Board meetings.

**Article 14
Appointment of the Director General**

- (i) The appointment of the Director General of CIFOR, her/his term of office, and any termination for cause shall be decided by a two-thirds majority of all voting members of the Board.
- (ii) The Director General shall be appointed initially for a fixed term not exceeding five years with a substantive review of the Director General's performance before the end of that term. The appointment may be renewed for a second term to be determined by the Board.

**Article 15
Functions and Powers of the Director General**

- (i) The Director General is responsible to the Board for the operation and management of CIFOR and for assuring that its programs and objectives are properly developed and carried out. The Director General is the Chief Executive Officer of the Center.
- (ii) The Director General shall implement the policies determined by the Board, follow the guidelines laid down by the Board for the functioning of the Center and carry out the directions of the Board. Specifically, the Director General shall:
 - (a) develop strategic and operational plans for the functioning of the Center and keep these plans under continuing review;
 - (b) develop program and budget submissions and prepare the Center's Annual Report;
 - (c) supervise the planning and direction of the Center's research programs and other activities to ensure effective programming and project implementation, analysis and evaluation of on-going programs and to provide vision and insight into global problems in developing strategies for future programs;

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- (d) recruit and manage highly qualified and appropriately experienced staff;
 - (e) keep and have available for review by the Board and other appropriate parties, financial accounts and other records on a current basis;
 - (f) keep the Chairperson of the Board advised on matters of consequence that relate to the Center;
 - (g) perform such other functions as are delegated to her/him by the Board.
- (iii) The Director General is the legal representative of CIFOR and is authorized by the Board to sign all deeds, contracts, agreements, and other legal documents which are necessary to ensure the normal operation of the Center. The Board may stipulate the extent to which these powers may be delegated by the Director General. Such delegation will be evidenced by an instrument in writing naming the person(s) or position(s) to whom the delegation is made. Contracts and agreements which affect the governance, objectives, location, expansion or dissolution of CIFOR, or major issues of the relationship with the host country, are subject to approval by the Board.

Article 16 Staffing

- (i) The paramount consideration in the employment of staff and in the determination of the conditions of service shall be the necessity of securing the highest standards of quality, efficiency, competence and integrity.
- (ii) The staff will be appointed by the Director General under staff regulations approved by the Board.
- (iii) Employment practices of CIFOR will not discriminate on the basis of gender, race, creed, colour, age, marital status or sexual preference.
- (iv) Salary scales, insurance, pension schemes and any other terms of employment will be laid down in staff regulations.

Article 17 Financing

- (i) The financial operations of the Center will be governed by financial regulations to be adopted by the Board.
- (ii) The regular budget of the Center will be funded primarily by members of the CGIAR.
- (iii) In accordance with Article 19, the Center may enter into financial arrangements with other sources to implement its program.

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- (iv) The budget of the Center shall be subject to annual approval by the Board.
- (v) A full financial audit of the operations of the Center shall be conducted on an annual basis by an independent international accounting firm appointed by the Board upon recommendation by the Director General. The results of such audits shall be made available by the Director General to the Board for its consideration and approval, and to those CGIAR members funding the Center.

Article 18 Relationship with the CGIAR

CIFOR is an International Research Center within the CGIAR system. As such, the Center will provide the CGIAR with details of its programme and budget as approved by the Board. In addition, the Board shall arrange for periodic review of its programme and of its management by an independent review panel appointed in consultation with the CGIAR.

Article 19 Relationships with other Organizations

In order to achieve its objectives in the most efficient way, CIFOR may enter into agreements for cooperation with relevant national, regional or international organizations, foundations, agencies and institutions.

Article 20 Rights, Privileges and Immunities

- (i) CIFOR shall make arrangements with its host country to ensure that the Center, its staff members and official visitors shall enjoy in the territory of the host country the same rights, privileges and immunities as are customarily accorded to other international organizations, their officials, staff and official visitors. Such rights, privileges and immunities shall be specifically defined in a Headquarters Agreement with the host country.
- (ii) Similarly, CIFOR may, pursuant to Article 7(i)(c) of the Constitution, enter into agreements or arrangements with the other countries in which it works for the purpose of granting CIFOR, its officials and staff such privileges and immunities as are required for such work.
- (iii) The privileges and immunities referred to in the preceding paragraphs are to be provided solely to ensure in all circumstances the unimpeded functioning of CIFOR, and the complete independence of the persons to whom they are accorded.

**Article 21
Amendments**

This Constitution may be amended by the Board by a three-fourths majority of all voting members of the Board, provided notice of such a proposed amendment together with its full text shall have been mailed to all members of the Board at least eight weeks in advance of meeting, or such notice is waived by all voting members of the Board. Amendments of fundamental provisions of the Constitution shall be, in addition, subject to approval by the parties to the Establishment Agreement in accordance with Article 5 of the Agreement. Those provisions shall include: the status, country of location and the purpose of the Center, the number and method of selection of the Board members, and the dissolution of CIFOR.

**Article 22
Dissolution**

- (i) Subject to approval of a majority of the parties to the Establishment Agreement, CIFOR may be dissolved by a three-fourths majority of all voting members of the Board, if it is determined that the purpose of CIFOR has been achieved to a satisfactory degree or if it is determined that CIFOR will no longer be able to function effectively.
- (ii) Upon dissolution, any remaining debts, liabilities or obligations of the Center shall be subject to Article 2 of the Establishment Agreement. In case of dissolution, the disposition of assets other than land and fixed capital improvements thereon, shall be determined by the parties to the Establishment Agreement, who have made a financial contribution to the Center in the financial year prior to dissolution (hereafter "the contributors"), after receiving recommendations from the Board. The disposition of any land and permanent fixed capital improvements thereon shall, upon dissolution, be similarly determined by the contributors, subject to the relevant provisions of the Headquarters Agreement with the host country. Upon dissolution of CIFOR, the assets of the Center - excluding the land and fixed capital improvements thereon - shall firstly be used for paying for, or making provisions for, payment of all the liabilities and debts of the Center. Following payment of such liabilities, any remaining assets of CIFOR shall be disposed of by the contributors exclusively for the purposes of the Center in such a manner, or to such organisation or organisations, dedicated to and operated exclusively for educational or scientific purposes as the contributors shall determine. Any such assets not disposed of in accordance with the provisions of this Article, shall be disposed of in accordance with the relevant laws of the jurisdiction in which the headquarters of CIFOR are located.

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