CHARTER

OF THE

REGIONAL COMMUNITY FORESTRY TRAINING CENTER

FOR ASIA AND THE PACIFIC

ARTICLE 1

ESTABLISHMENT AND ORGANIZATION

1.1 With this Charter, the Founders establish the Regional Community Forestry Training Center for Asia and the Pacific (hereinafter called "RECOFTC"). RECOFTC shall operate as a non-profit, autonomous organization, international in status and non-political in management, staffing and operations. RECOFTC shall be organized exclusively for scientific and educational purposes.

1.2 The seat of RECOFTC shall be located at Kasetsart University, Bangkok, Thailand (hereinafter referred to as "the University").

1.3 RECOFTC shall have a Board of Trustees (hereinafter called the "Board") and an Executive Committee that includes the Executive Director. The details of the organization and management shall be decided by the Board.

1.4 RECOFTC may establish sub-centers located in countries of the Asia-Pacific Region if the Board so decides.

1.5 RECOFTC shall possess full juridical international personality and enjoy the legal capacities necessary to exercise and fulfill its mandate.

1.6 RECOFTC shall maintain academic affiliations with the University and with other institutions as deemed appropriate by the Board.

1.7 The official language for purposes of communication and business records of RECOFTC will be English; however, all languages relevant to the Asia-Pacific Region will be used, as practicable, for purposes of technical training, instructions and information dissemination to participants or the public.

ARTICLE 2

FOUNDER MEMBERS

2. The signatories to this Charter are the Founder Members of RECOFTC.

ARTICLE 3

MISSION, PURPOSE AND OBJECTIVES

3.1 The mission of RECOFTC is to assist the people of the Asia-Pacific Region to manage their forests and related natural resources for the greatest social benefit with due consideration of cross-cultural perspectives, promotion of synthesis of local wisdom and customs with modern knowledge and institutions and to foster a deeper understanding of their rights and responsibilities over forests. The main purpose of RECOFTC is to organize, provide, facilitate and otherwise support training for community forestry in the Asia-Pacific Region.

3.2 In support of its training mandate, RECOFTC will also undertake and facilitate relevant research, technical assistance, the exchange of information, workshops and seminars, linkages with appropriate individuals and institutions, fundraising for and promotion of its services, and any other activity that may derive from or enhance the role of RECOFTC as an international training center for community forestry.

3.3 The scope of RECOFTC extends to all those individuals and organizations involved in promoting the rights and responsibilities of the people in the development of forests.

3.4 RECOFTC understands itself as:

(a) a bridge between government organizations and the institutions of civil society such as local communities and non-government organization;

(b) a forum for the development and strengthening of cooperation among individuals and organizations such as governments, non-governmental organizations, private companies, local communities and their leaders and functionaries, academicians, journalists, researchers, planners, policy makers and implementors at all levels, whose work is consistent with the objectives of RECOFTC.

3.5 To optimize the impact of its financial and human resources RECOFTC shall initially concentrate its efforts on countries in the Asia-Pacific Region as determined by the Board.

3.6 The general objective of training, research, technical assistance and other activities is to facilitate a deeper and socially acceptable understanding of people's rights and responsibilities over forest resources.

3.7 RECOFTC has the objective of achieving long-term financial sustainability.

ARTICLE 4

POWERS

4.1 In furtherance of the aforesaid objectives, RECOFTC shall have the following powers:

(a) 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, such charters, licenses, rights, concessions or similar rights, and assistance - financial and otherwise - as are conducive to and necessary for the attainment of the objectives of RECOFTC;

(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, device, 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 RECOFTC and to hold, operate, administer, use, sell, convey or dispose of the said properties;

(c) to enter into agreements and contracts;

(d) to employ persons according to its own rules and regulations without restriction as to nationality, gender, or religion;

(e) to institute and defend legal proceedings;

(f) to perform all acts and functions which may be necessary, expedient, suitable or proper for the furtherance, accomplishment or attainment of any or all of the purposes and activities herein stated, or which shall appear, at any time, conducive to or necessary and useful for the objectives and activities of RECOFTC.

4.2 No part of the earnings of RECOFTC shall inure or be distributable to its members, trustees, officers, or other private persons, except that RECOFTC shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the objectives set forth in Article 3.

ARTICLE 5

ORGANS

5. The organs of RECOFTC shall be:

(a) the Board of Trustees (the Board);

(b) the Executive Committee

ARTICLE 6

THE BOARD

6.1 The Board shall consist of no more than 15 members appointed as follows:

(a) one member appointed by the University;

(b) the Executive Director of RECOFTC who will be a non-voting Board Member and who will also serve as Secretary of the Board;

(c) a maximum of 13 members, appointed every three years by the outgoing Board and chosen in their personal capacity in recognition of their potential contribution to RECOFTC.

6.2 The first Board shall constitute itself as follows:

(a) Within three months after the signing of the Charter, the University shall appoint its Board Member and each Founder Member shall appoint one Board Member to the Board. These Board Members constitute the Founding Board which shall be chaired by the Board Member appointed by the University. The Founding Board shall appoint the other Board Members, with representation from government and non-government organizations, academic institutions active in the field of community forestry, the various countries of the Asia-Pacific Region, and donor countries and organizations. The Founding Board shall take its decisions unanimously;

(b) Within six months after the signing of the Charter, the first Board shall meet. It shall appoint a Chairperson and a Vice-Chairperson to be selected from the Board Members who have voting rights. The Chairperson and the Vice-Chairperson shall have a tenure of office of three years or the remaining period of their term as Board Members, whichever period is less.

6.3 Upon their first or any subsequent appointment, Board Members shall sign a declaration in the minute book of the Board, to the effect that they accept and will act in accordance with the terms of the office.

6.4 The Board Member appointed by the University may be replaced at any time by the University.

6.5 After the first appointment period and for the subsequent appointment periods, all new Board Members, except the Board Member appointed by the University and the Executive Director, shall be appointed by the outgoing Board for a term of 3 years. The outgoing Board shall appoint the Board Members of the new Board by a majority of the Board Members present and by open voting. Board Members may be re-elected. As with the first Board subsequent Board Members should represent government and non-government organizations, academic institutions active in the field of community forestry, the various countries of the Asia-Pacific Region, and donor countries and organizations.

6.6 In cases where a Board Member, other than the Board Member appointed by the University and the Executive Director, vacate the position by reason of retirement, death, incapacity, or any other cause, the said position shall be filled by a new Board Member appointed by a majority of those Board Members present at the meeting. The new Board Members shall be appointed only for the remaining time of the 3 year term of the vacating Board Member.

6.7 The Board Members shall serve as such without remuneration from RECOFTC, but RECOFTC may pay the reasonable expenses incurred in attending the meetings of the Board.

6.8 The Board shall meet at least once a year in the principal office of RECOFTC or at such places as the Board may determine.

6.9 Members of the Executive Committee or other persons may be invited by the Board to participate in its meetings but without voting rights.

6.10 A special meeting of the Board may be called by the Chairperson or by a majority of the Board Members for a special purpose to be specified in the notice of the meeting, which shall be delivered to the Board Members at least 30 days before the meeting is held. On matters of urgency Board Members may be requested to decide by circulation in lieu of a Board meeting, as the Chairperson of the Board deems appropriate.

6.11 At meetings of the Board, a majority of members of the Board shall constitute a quorum for the transaction of business. Except as otherwise provided in this Charter, the decisions of the Board will be made by a majority of the Board Members present and by open voting.

6.12 The Board shall accept new General Members of RECOFTC whose rights, qualifications and obligations will be determined by the Board.

6.13 The Board shall have the following powers and functions:

(a) to act as the policy-making body of RECOFTC, laying down or approving in principle its major programs;

(b) to accept financial or other forms of aid from donor countries, institutions, and agencies as may be required for the operation of RECOFTC;

(c) to approve the yearly workplan, budget, and auditors' report and to ensure RECOFTC's cost-effectiveness, financial integrity and accountability;

(d) to adopt its own By-Laws in line with this Charter;

(e) to approve accounting policies and to appoint external auditors;

(f) to approve RECOFTC's broad organizational framework;

(g) to approve personnel policies including scales of salaries and benefits;

(h) to appoint and dismiss members of the Executive Committee, including the Executive Director, to approve their terms of employment and to monitor their performance;

(i) to exercise any other powers and do any acts conducive to the achievement of the objectives of RECOFTC.

6.14 The Board may delegate any of its powers to the Executive Committee.

6.15 The Board may establish any subcommittee as it deems necessary for the performance of its functions.

ARTICLE 7

THE EXECUTIVE COMMITTEE

7.1 The Executive Committee shall consist of professionals appointed by the Board. It shall have 3 members. The Executive Director of RECOFTC shall be the head of the Executive Committee; the two other members of the Executive Committee shall be the Deputy Directors of RECOFTC.

7.2 Members of the Executive Committee may be of any nationality.

7.3 The Executive Committee chaired by the Executive Director shall implement the policies determined by the Board, follow the guidelines laid down by the Board for the administration of RECOFTC and carry out the directions of the Board. Specifically, the Executive Committee, under the supervision of the Board, shall:

(a) develop yearly workplans and budgets for the operation of RECOFTC and keep these plans under continuing review;

(b) supervise the activities of RECOFTC and ensure effective programming and implementation of the activities;

(c) recruit the staff and provide leadership;

(d) keep the Chairperson of the Board advised and informed on matters of consequence relating to RECOFTC;

(e) perform such other functions as may be delegated by the Board.

7.4 The Executive Director is the Chief Executive Officer of RECOFTC and shall be responsible to the Board for the operation and management of RECOFTC and for assuring that its objectives are properly developed and its programmes are carried out.

7.5 The two Deputy Directors have the duty to consult and assist the Executive Director and have the right to be consulted by the Executive Director in the discharging of his/her responsibilities. During the absence of the Executive Director either of the two Deputy Directors shall assume the responsibilities of the Executive Director.

7.6 The Board shall stipulate the powers which may be delegated to the Executive Director as the legal representative of RECOFTC. Contracts and agreements which affect the governance, objectives, location, expansion or dissolution of RECOFTC or involve major financial commitments or major issues involving relations with the host country are subject to approval by the Board. The Executive Director shall sign all deeds, contracts and agreements and other legal documents which are necessary to ensure the normal operations of RECOFTC.

ARTICLE 8

STAFFING

8.1 The staff of RECOFTC shall be appointed by the Executive Director within the framework of the existing personnel and organizational policies as well as under the staff regulations approved by the Board.

8.2 The staff of RECOFTC shall consist of two categories:

(a) professional staff;

(b) supporting staff.

8.3 The professional staff may be of any nationality while the supporting staff should consist primarily of citizens and permanent residents of Thailand, or the member countries in which it operates.

8.4 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.

8.5 Salary scales, insurance, provident funds or pension schemes and any other terms of employment shall be laid down in staff regulations approved by the Board. They may be revised regularly according to the needs of RECOFTC.

ARTICLE 9

FINANCE AND ADMINISTRATION

9.1 The Board shall decide on the date of commencement of the financial year of RECOFTC.

9.2 The financial operations of RECOFTC shall be governed by internationally acceptable accounting standards to be adopted by the Board.

9.3 Each member of the Board has the right to inspect the books and accounts of RECOFTC. The Board may impose reasonable restrictions as to the time and manner in which the books and accounts may be inspected by its members.

9.4 A full financial audit of the operations of RECOFTC shall be conducted on an annual basis by an independent international accounting firm appointed by the Board upon the recommendation of the Executive Director. Such audit reports shall be submitted by the Executive Director to the Board for its consideration and approval.

ARTICLE 10

RIGHTS, PRIVILEGES AND EXEMPTIONS

10. RECOFTC shall exercise utmost diligence in obtaining from the governments of Thailand and any other host country in which it works, such agreements as are necessary for the purpose of obtaining for RECOFTC, its officials and staff, regarding facilities, rights, privileges or exemptions from any form of restrictions, such as immigration, income taxes and customs duties, as are required for their work.

ARTICLE 11

AMENDMENTS

11. This charter may be amended by the Board by a three-fourths majority of the voting Members of the full Board present at the meeting and by open voting, provided that notice of such proposed amendment, together with its full text, shall have been mailed to all Board Members at least eight weeks in advance of the meeting, or that such notice is waived by all Board Members.

ARTICLE 12

DISSOLUTION

12.1 RECOFTC may be dissolved, upon recommendation, by a three-fourths majority of the voting Members of the full Board present at the meeting and by open voting, if it is determined that the purpose of RECOFTC has been achieved to a satisfactory degree or if it is determined that RECOFTC will no longer be able to function effectively. The dissolution shall take effect upon agreement by the signatories. The same procedure for notice to Board Members, as stated in Article 11 on Amendments, shall apply.

12.2 In the event of a dissolution, the assets of RECOFTC situated in Thailand shall be transferred to the University. Assets of RECOFTC situated in other countries of the Asia-Pacific Region shall be transferred by Board direction for use for similar purposes in the respective countries or to institutions in those countries having purposes similar to those of RECOFTC.

ARTICLE 13

ENTRY INTO FORCE

13.1 This Charter shall enter into force after being signed by the Founder Members and the Agreement signed between the Royal Thai Government and RECOFTC regarding privileges.

13.2 The University agrees that all assets and all claims and liabilities including all employment contracts, deeds of rent, etc., now related to RECOFTC under the University, shall be handed over or transferred to RECOFTC at no cost on the date of the entry into force of this Charter.

13.3 Furthermore, the University shall lease out to RECOFTC at nominal cost the premises where the buildings are located as long as RECOFTC is operational.

The original of this Charter shall be deposited with the Royal Thai Government, which shall send certified copies thereof to the Founder Members.

In Witness Whereof the undersigned, being duly authorized thereto by their respective governments, have signed the present Charter.

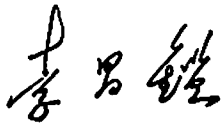
Done at Bangkok in a single copy in the English language this fourteenth day of May, one thousand nine hundred and ninety-eight.

For the Government of the Kingdom of Cambodia



H. E. Dr. Mok Mareth
Minister, Ministry of Environment

For the Government of the People's Republic of China



H. E. Mr. Li Changjian
Vice Minister of the State Forestry Administration

For the Government of the Lao People's Democratic Republic



Mr. Sithong Chitnhothinh
Chargé d'Affaires a.i.

For the Government of the Union of Myanmar

14/5/98

H. E. Colonel Thaik Htun
Deputy Minister, Ministry of Forestry

For the Government of Switzerland

H. E. Mr. Bernard Freymond
Ambassador

For the Royal Thai Government

H. E. Cdr. Dr. Deja Sukaromana, M.D.
Minister, Ministry of University Affairs

For the Government of the Socialist Republic of Vietnam

H. E. Mr. Do Ngoc Son
Ambassador

Certified true copy

MINISTRY OF UNIVERSITY AFFAIRS