**FRAMEWORK AGREEMENT**

**ON THE PROLONGATION OF THE NFZ.FORESTNET NETWORK**

NFZ.forestnet Network is based on a framework agreement signed by the member institutions or their preceding institutions in Nancy, Freiburg, and Zürich on 26 January 2006
(see [**http://www.nfz-forestnet.eu/What-is-NFZ.forestnet/Framework-Agreement**](http://www.nfz-forestnet.eu/What-is-NFZ.forestnet/Framework-Agreement)).

**NFZ FRAMEWORK AGREEMENT**

# BETWEEN

# INSTITUT NATIONAL DE LA RECHERCHE AGRONOMIQUE (INRA), NANCY LORRAINE RESEARCH CENTRE "FOREST ECOLOGY AND ECOPHYSIOLOGY" whose registered office is at 54280 Champenoux, FRANCE,

# Represented by Philippe Mauguin, acting as President-Director General of INRA

# ANDUNIVERSITY OF LORRAINEPublic institution, siret n°130 015 506 00012whose registered office is at 34 Cours Léopold,

# 54000 Nancy, FRANCE

# Represented by Prof. Dr. Pierre Mutzenhardt, acting as President of University of Lorraine

AND
**AGROPARISTECH, PARIS INSTITUTE OF TECHNOLOGY FORLIFE, FOOD AND ENVIRONMENTAL SCIENCES**

whose registered office is at Campus de Nancy 14 rue Girardet - CS 14216

54042 NANCY cedex, FRANCE

Represented by Prof. Dr. Gilles Trystram, acting as Director of AgroParisTech

AND
**FORSTLICHE VERSUCHS- UND FORSCHUNGSANSTALT BADEN-WÜRTTEMBERG (FVA)**

whose registered office is at Wonnhaldestr. 4

79100 Freiburg-im-Breisgau, GERMANY

Represented by Prof. Konstantin von Teuffel, acting as Director of FVA

AND
**Albert-Ludwigs-Universität Freiburg (ALU)**

whose registered office is at Fahnenbergplatz

79085 Freiburg im Breisgau, GERMANY

Represented by Prof. Dr. Hans-Jochen Schiewer, acting as Rector of ALU

AND
**Eidgenössische Technische Hochschule Zürich (ETH Zürich),
Department of Environmental Systems Science**

whose registered office is at Universitätsstrasse 16

8092 Zurich, SWITZERLAND

Represented by Prof. Dr. Nina Buchmann, acting as Vice-Head of the Department

AND

**Forschungsanstalt für Wald, Schnee und Landschaft (WSL)**

whose registered office is at 111 Zürcherstrasse

8903 Birmensdorf, SWITZERLAND

Represented by Prof. Dr. Konrad Steffen, acting as Director of WSL

Hereafter referred to as “the Parties” or “the Partners”

**PREAMBLE**

The Partners are research organizations and universities actively engaged in forest and landscape research located in the heart of Western Europe, where forests and associated ecosystems form an important component of the landscape in lowlands and mountains. The Partners face common challenges: changes in management practices, increase of the forest areas and the growing stocks, climate change and other global changes, and the related need to understand, assess and record these ongoing changes and their impacts, to predict future evolution scenarios, to design new sustainable management options, and to assess the associated risks.

The Partners share these common areas of interest and develop complementary skills in higher education and research related to forests and landscapes, ecology and management. This includes existing and emerging fields of research with special emphasis on interdisciplinary studies.

The Parties are already engaged in close co-operation. With regard to the challenges to be faced at a European level, and the need to co-ordinate and intensify education and research efforts in these areas, the Parties agree to prolong the “NFZ.forestnet” (Nancy-Freiburg-Zürich Forest network) with the aim of further increasing scientific excellence and visibility and to attract scientists and especially young researchers from all over Europe, thus contributing to the creation and structure of the European Research Area.

**ARTICLE 1: OBJECT**

The Parties agree hereby to prolong the “NFZ.forestnet” (Nancy-Freiburg-Zürich Forest network), founded by a framework agreement signed by the member institutions or their preceding institutions on 26 January 2006, in the field of forests and landscapes, research and higher education in order to achieve the objectives and actions described here under.

**ARTICLE 2: OBJECTIVES**

The main objectives of the “NFZ.forestnet” shall be: joint scientific and education efforts and coordination of research and teaching activities, research through an active networking, encouraging and supporting scientific exchanges and research collaborations between the members of the network and other institutions in the EU and beyond, in order to gain more scientific excellence and to improve the visibility of the “NFZ.forestnet”.

**ARTICLE 3: ACTIONS**

The Parties agree to co-operate in order to undertake or to develop inter-alia the following actions:

* Training at Master and Doctoral level
* Summer Universities or Schools
* Conferences
* Staff and student exchange
* Common courses
* Joint research projects
* Joint proposals for the instruments foreseen in the framework research programs of the EU or other programs of the EU (e.g. Interreg)
* Promotion of coordinated international research and teaching cooperation beyond the network
* Facilitating the functioning of and collaborate with the European Forest Institute Regional Office for Central Europe (EFICENT) and support other forms of collaboration with EFI

Particular contracts will be concluded when necessary to fulfil these objectives. When necessary, one of the members of this network will be mandated to negotiate for the other members. Each member will sign its own contracts.

**ARTICLE 4: BOARD**

(1) The Parties shall establish a Board composed of one duly authorized representative of each of them. After having informed the others in writing, each Party shall have the right to replace its representative and/or to appoint a proxy although it shall use all reasonable endeavors to maintain the continuity of its representation.

(2) The Board appoints among its members a Chair who chairs the network for a term of two years, with a maximum of two consecutive terms. The Chair should rotate among the Parties. The Board shall meet at least once a year at the request of its Chair or at any other time when necessary at the request of one of the Parties. Meetings shall be convened by the Chair with at least thirty calendar days prior notice with an agenda. Additional persons can be invited to participate in the meetings of the Board on condition that the Parties agree. Minutes of the meetings of the Board shall be transmitted to the representatives of the Parties without delay. The minutes shall be considered as accepted by the Parties if, within fifteen calendar days from receipt, no party has objected in a traceable form to the Chair.

(3) The Board is the decision making body of the “NFZ.forestnet”. The Board shall be in charge of the adoption of an annual action plan and of the overall direction of the network.
Decisions of the Board are especially required for:

* the adoption of a new member,
* the appointment of the Chair,
* the adoption of actions described in article 3,
* all other decisions related to the network as a whole.

(4) All decisions of the Board have to be taken consensually. If a vote is required, decisions shall be taken with a two third majority, each Party having one vote. Decisions can also be taken in accordance with the above in meetings via teleconference or via email on condition that all Parties agree. Votes have to be taken in writing.

(5) The Board enhances communication between the Parties and presents its activities on a regular basis.

**ARTICLE 5: CHAIR**

The Chair is the official representative of the network. He/she speaks for the Parties and represents the network in all events and actions where a presence or statement of the network is requested. He/she stays in close contact with the Parties to ensure that he represents their interests.

The Chair takes the responsibility of the overall Secretariat of the network; in particular he/she:

* invites to the Board meetings
* coordinates the actions of the network

The NFZ Secretariat will be hosted by EFICENT or one of the member institutions of NFZ.

**ARTICLE 6: COMMUNICATIONS AND CONFIDENTIALITY**

Any communication or publication, whether written or oral, resulting from the activities undertaken within the “NFZ.forestnet”, will acknowledge the “NFZ.forestnet” and the names of the Parties. For written communication, the logos of the Parties will also be mentioned.

Each Party will retain all intellectual property rights on its own logos, names and marks as well as its own tools, materials, services. Any use of the trademark and / or logo and / or any distinctive sign of a Party by the other, is expressly reserved and shall be subject to prior written consent of the Party except for execution of services subject to this Agreement.

In this connection each Party undertakes to respect all the instructions prescribed him concerning logos, trademarks, names and logos of the other (hereinafter the "Marks"). As such, it undertakes in particular to reproduce Brands by size standards, color and location and use the appropriate brand and trademark symbol (either "™" or "®", as applicable) accordance with the guidelines and / or the graphics of the other Party.

Each Party recognizes that the use of the Trademarks is conceded, especially all intellectual or industrial property rights attached thereto, confers no right of ownership and use outside of the Convention.

Any information disclosed or transmitted by one party to the other from the date of this agreement, be it in writing, orally, in the form of drawings, photographs or samples and which is stated by the disclosing Party to be confidential and proprietary information of this Party, shall be treated as confidential for a period of five years from the date of such disclosure.

However, information is not considered as confidential information if:

1. as of the date of disclosure it was in the public domain, or
2. after the date of this agreement it enters the public domain through no fault of the recipient, or
3. it can be shown by competent proof to have been in the possession of the recipient as of the date of disclosure, or
4. it is disclosed to the recipient subsequently to the date of this agreement by a third party having a legal right to make such disclosure.

**ARTICLE 7: ADMISSION OF NEW MEMBERS**

The “NFZ.forestnet” is open to new members. New members are entering the network following a unanimous decision of the Board, by an appropriate amendment to the present agreement

**ARTICLE 8: DURATION AND TERMINATION**

This Framework Agreement will be in force five (5) years after signature of all Parties and can be prolonged by amendment for periods of the same duration. Each partner can terminate their membership to the network after giving six months’ notice, except the confidentiality clause which shall remain in full force for all information disclosed within the “NFZ.forestnet”.

Before the end of any one period the Board may organize an evaluation of the network. Based on this evaluation the Board takes a decision on the prolongation of the network.

**ARTICLE 9: DISPUTE**

The Partners shall endeavor to settle amicably all disputes arising in connection with this Agreement.

**Signed in Freiburg im Breisgau in 8 copies**

**Date: 2 - September - 2016**

Prof. Dr. Erwin DREYER, President du Centre INRA de Nancy-Lorraine on behalf of
Philippe MAUGUIN, President-Director General of INRA
INSTITUT NATIONAL DE LA RECHERCHE AGRONOMIQUE

Prof. Dr. Jean-Pierre Jacquot, Directeur pôle scientifique A2F et SF 4242 on behalf of
Prof. Dr. Pierre Mutzenhardt, President of University of Lorraine
UNIVERSITY OF LORRAINE

Prof. Dr. Gilles Trystram, Director of AGROPARISTECH

PARIS INSTITUTE OF TECHNOLOGY FOR LIFE, FOOD AND ENVIRONMENTAL SCIENCES

Prof. Konstantin von Teuffel, Director of FVA

FORSTLICHE VERSUCHS- UND FORSCHUNGSANSTALT BADEN-WÜRTTEMBERG

Prof. Dr. Hans-Jochen Schiewer, Rector
ALBERT-LUDWIGS-UNIVERSITÄT FREIBURG (ALU)

Prof. Dr. Nina Buchmann, Vice-Head of the Department
DEPARTMENT ENVIRONMENTAL SYSTEMS SCIENCE,

EIDGENÖSSISCHE TECHNISCHE HOCHSCHULE ZÜRICH (ETH ZÜRICH)

Prof. Dr. Konrad Steffen, Director of WSL
EIDG. FORSCHUNGSANSTALT FÜR WALD, SCHNEE UND LANDSCHAFT