

RSPO DISPUTE SETTLEMENT FACILITY (DSF) ADVISERS:

Terms of Reference Endorsed on 7th March 2019 by Board of Governors

1 These Terms of Reference for DSF Advisers are founded on the **Framework, Principles and Terms of Reference 2019** for the RSPO Dispute Settlement Facility which is an integrated part of the RSPO Complaints system. This document reflects the policies and spirit enshrined therein.

Purpose and Composition

2 DSF is supported by a group of Advisers whose practice and experience within local communities, civil society, the palm oil industry and dispute resolution fora will contribute to open discussions and enquiry on matters such as:

- a) the development of DSF policy and procedures;
- b) good dispute resolution practices;
- c) outreach and communication approaches;
- d) general guidance relating to the context of DSF cases registered in the public domain;
- e) other non-case-specific matters as may be raised by the DSF.

3 DSF recognises the value of guidance from individuals who represent the multi-stakeholder and global nature of cases handled by the DSF and committed to sharing their institutional experiences, specifically those:

- a) representing the RSPO membership, from academia and/or those from civil society organisations, dispute resolution institutions and international organisations; and
- b) with experience and familiar with the impacts of the palm oil industry; well versed in dispute resolution good practice; and/or expertise in the field of human rights and environmental justice.

Such a range of expertise and interest will provide DSF with opportunities to reflect with the Advisers on situations new and challenging.

4 Acknowledging DSF's limited experience to date, and wishing to draw on the wealth of global experience available, the office of the DSF may appoint up to eleven Advisers.

Scope

5 With regard to its management of cases and key principle of confidentiality, DSF works independently of all other RSPO units and officers as well as any other external individuals or bodies including the Advisers.

6 DSF will value the contributions of the Advisers in discussions relating to fine-tuning operational policies and procedures to reflect the needs of those seeking to access DSF services.

7 During their periodic meetings, the Advisers may assist with DSFs continuous process of evaluating insights and lessons learned on trends emerging in the context of disputes within the oil palm industry. DSF may seek to share successes and challenges experienced which are not limited by the principle of confidentiality, thereby striving to ensure DSF is aligned with international good practices in dispute resolution and problem-solving.

8 DSF approach to outreach and communication with potential users of the DSF services will be enhanced by the Advisers' own experience and knowledge of the palm oil industry and/or their work with communities across the globe.

9 Recognising that DSF operates at times in new and unfamiliar locations, DSF may draw on the global experience of the Advisers to inform DSF on the context of their cases, based on information available in the public domain,

10 While acknowledging the DSF Advisers' valued support and guidance to the DSF, responsibility and authority in terms of oversight or administration of a DSF case rests with the DSF office; this extends to the appointment of DSF Mediators. Specifically, and in line with DSF Principles relating to Confidentiality, DSF Advisers will not engage with any party or stakeholder during the course of a DSF Mediation, nor are they party to any information relating to individual cases handled by the DSF which is not otherwise in the public domain.

11 DSF Advisers will not engage in any part of a DSF Mediation. Any Outreach or other activity relating to a specific case or to any one of the parties or stakeholders, with which a DSF Adviser may be involved or have an interest, will stop at least for the duration of the DSF Mediation. This limitation extends to fact-finding, consensus building, capacity development of parties or stakeholders and any other element of the DSF Mediation.

Appointment

12 Advisers are not limited to RSPO members. Advisers are nominated, with their consent, by the office of the DSF and seconded by two RSPO members. The office of the DSF will make the final selection and the RSPO Secretariat will issue invitations accordingly.

Participation

13 DSF Advisers must be assured of, and confirm, their personal institutional backing and financial support so that they are able to support DSF on a voluntary basis for up to three years, that is without remuneration. Advisers may be nominated for an additional term but their appointment remains subject to the decision of the office of the DSF.

14 Advisers commit to participation at a minimum of one annual meeting in person, supplemented by quarterly virtual meetings. If an Adviser is unable to maintain this commitment, they are asked to step down.

15 In addition to these periodic and scheduled meetings, the Advisers are requested to remain available to DSF individually and informally notwithstanding the strict policy of confidentiality regarding all DSF cases which prevails in all circumstances.

16 By signing their commitment to these Terms of Reference, a DSF Adviser agrees to step down at any time at the written request of the DSF for any reason and, in any case, at the expiry of their three-year term. At the discretion of the DSF, Advisers may be invited to extend their term for a further three-year period.

By signing below, I confirm my acceptance of the appointment as DSF Adviser and hereby agree to abide by the provisions of the **DSF Framework, Principles and Terms of Reference 2019**, in particular those relating to confidentiality, and this **DSF Advisers Terms of Reference 2019**. In line with DSFs policy of independence and transparency, and as a condition of my appointment, I hereby declare that I have no conflict of interest as regards the Principles reflected in the DSF Terms of Reference. If, at any time, I find I am unable to maintain any of the obligations herein, I undertake to inform the DSF Manager of the fact and withdraw from this role forthwith.

Adviser name

Adviser signature

Date

DSF

Date