Draft negotiating text for a legally binding agreement on forests in Europe as of 7 September end of INC2 Plenary session

Proposed new text is shown in bold or bold underline format. Text proposed for deletion is shown in strikethrough mode. Text that has not been agreed and where further consideration is required is shown in square brackets. Round brackets are used for notes. Comments and suggestions from observers are indicated by “(O)”. If these are adjacent to other proposals a slash “/” separates them.

alt = alternative text
bis, ter, etc. = additional text

[Forest Agreement]/[Forest Convention]/[Framework Convention of Forests]/[Framework Agreement on Forests]/[Framework Agreement on Sustainable Forest Management]

I. [Preamble]

1. Recognizing that forests provide multiple economic, social and environmental benefits and opportunities for future development, and emphasizing that forests and sustainable forest management [have] play a vital role in achieving sustainable development and the internationally agreed development goals, inter alia by contributing to a [green economy], job creation, innovations, entrepreneurship, social equity and gender balance as well as livelihoods especially in rural areas (O), climate change mitigation and adaptation; providing renewable raw material, energy supply, biodiversity, water and soil protection and other ecosystem services, the as well as protection of society against natural hazards, as well as contributing to job creation, innovation, entrepreneurship, social equity and gender balance; (ref. OMD §5-8 as alternative)

1.bis Reaffirming that policies for a green economy in the context of sustainable development and poverty eradication will enhance our ability to manage natural resources sustainably and with lower negative environmental impacts, increase resource efficiency and reduce waste;

2. Being conscious of the increasing pressures on forests, including through changes in aware that the increasing and changing multiple needs of society related to forests and forest land, including wood for energy, as well as the changing environment and climate, conditions, and being concerned that these pressures will] which put at risk the health, biodiversity, vitality, resilience and productivity of forests, and hence their multiple economic, social and environmental benefits, demand new strategic, comprehensive and consistent approaches;
3. [Recognizing the need for strategic approaches to land use and Emphasizing that sustainable forest management is a key component of integrated land-use policies and management, and being convinced about the need for stronger cooperation, synergies and greater coherence in forest-related policy-making, including in rural development, food security, water, energy, urban planning, biological diversity and climate change;

4. [Recognizing the importance of good governance inside and outside the forest sector, secure property and tenure rights acknowledging ownership rights (O), and in particular the need to take further measures to ensure participation of stakeholders in development and implementation of sustainable forest management, and the need to take measures to improve understanding and exchange of information between these stakeholders;

4.alt [Recognizing the importance of good governance and forest law enforcement, and in particular the need to take further as well as efficient measures to combat illegal logging and related trade and to promote sustainable production and consumption;

4.alt bis Underlining the importance of participation of forest owners and other relevant stakeholders in development and implementation of sustainable forest management and related policies (O), and the need to take measures to improve understanding and exchange of information between these stakeholders;

5. Reaffirming their commitment to the Rio Declaration on Environment and Development including States have, in accordance with the Charter of the United Nations and the principles of international law, the sovereign right to exploit their own resources pursuant to their own policies and the responsibility to ensure that activities within their jurisdiction or control do not cause damage to the environment of other States or of areas beyond the limits of national jurisdiction, and to the common but differentiated responsibilities of countries, as set out in Principle 7 of the Rio Declaration; [The non-legally binding instrument on all types of forests. United Nations General Assembly Resolution A/RES/62/98]

5.alt Reaffirming their commitment to the Rio Declaration on Environment and Development;

5.alt alt Reaffirming our commitment to fully implement all the principles of the Rio Declaration on Environment and Development, inter alia, the Principle 2 that declares that States have, in accordance with the Charter of the United Nations and the principles of international law, the sovereign right to exploit their own resources pursuant to their own environmental and development policies and the responsibility to ensure that activities within their jurisdiction or control do not cause damage to the environment of other States or of areas beyond the limits of national jurisdiction, and also reaffirming our commitment to fully implement of this Declaration, Agenda 21, the Programme for the Further Implementation of Agenda 21, the Plan of Implementation of the World Summit on Sustainable
Development (Johannesburg Declaration on Sustainable Development and the Plan of Implementation), and The Future We Want of Rio +20;

5. alt alt bis Reaffirming our commitments to achieve the internationally agreed development goals including the Millennium Development Goals and our respective commitments to other relevant internationally agreed goals in the economic, social and environmental fields, including the [Aichi Biodiversity Targets of the Convention on Biological Diversity] and the climate change commitments;

6. Recalling\(^1\) the non-legally binding instrument on all types of forests and the Four Global Objectives on Forests therein; and recognizing the importance of international cooperation and of sustainable forest management as a dynamic concept in implementing the decisions taken under the Convention on Biological Diversity, the United Nations Framework Convention on Climate Change, the United Nations Convention to Combat Desertification, the Ramsar Convention on Wetlands, as well as in other global and regional instruments relevant to forests for which the parties of this agreement have legally binding commitments;

6. alt Recalling\(^2\) the non-legally binding instrument on all types of forests and the Four Global Objectives on Forests therein; and recognizing the importance of sustainable forest management in delivering commitments taken under; recalling also the Convention on Biological Diversity, the United Nations Framework Convention on Climate Change, the United Nations Convention to Combat Desertification, as well as [in] other global and regional instruments relevant to forests and recognizing the importance of sustainable forest management in achieving their objectives;

7. Recalling the vision, goals, declarations, resolutions and decisions made by FOREST EUROPE (Ministerial Conference on the Protection of Forests in Europe), [especially Resolution H1 on sustainable forest management,] and the achievements in their implementation, including in developing and applying tools and guidelines for sustainable forest management;

7. bis Recognizing the achievements of multi-stakeholder based forest certification schemes in Europe in improving governance and environmental and social performance in the forest sector, as well as creating corporate and public support for the promotion of sustainable forest management (O);

8. Recognizing the need to complement and [enhance] strengthen existing international, regional and subregional agreements, cooperation and initiatives [relevant to sustainable forest management] to this end;

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\(^1\) Throughout the text are examples where more precise Russian translation is needed. Here there is an issue of Russian translation of “recalling”.

\(^2\) Throughout the text are examples where more precise Russian translation is needed. Here there is an issue of Russian translation of “recalling”. 
Recognizing the need to establish a legally binding [framework] agreement to ensure or reinforce sustainable forest management, ensure multifunctionality of forests, [avoid fragmentation of forest related policies] and to complement and promote existing international, regional and subregional agreements, cooperation and initiatives to this end.

Parties have agreed as follows:

II. Terms and definitions (Comments were provided by Parties for further consideration)

[For the purpose of this Agreement:

1. “Criteria for sustainable forest management” characterize or define the essential elements or set of conditions or processes by which sustainable forest management may be assessed; [Ministerial Conference on the Protection of Forests in Europe, 1998]

2. “Forest”: each Party in each national territory applies the definition of forests in its national forest legislation; [in the context of reporting text could refer to international definitions usually used for reporting on forests];

3. “Forest ecosystem services” means ... [to be added]

4. “Green economy” means... [to be added after Rio + 20]

5. “Illegal logging”\(^3\) means harvesting that is in contravention of the legislation directly related to timber harvesting in the country of harvest;

6. “Indicators for sustainable forest management” are parameters that can be measured and correspond to a particular criterion for sustainable forest management. They show status and changes over time for each criterion and demonstrate the progress made towards its specified objective; [Ministerial Conference on the Protection of Forests in Europe, 1998, FAO]

7. “National forest programme” means a comprehensive policy framework aiming at further improvement of sustainable forest management and the contribution to sustainable development, and based on the principles of being a participatory, holistic, intersectoral and iterative process of policy planning, implementation, monitoring and evaluation at the national and/or subnational level [Ministerial Conference on the Protection of Forests in Europe, 2003; The Fourth Session of the Intergovernmental Panel on Forests, 1997]

8. “Sustainable development” implies meeting the needs of the present without compromising the ability of future generations to meet their own needs; [United Nations General Assembly Resolution A/RES/42/187]

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\(^3\) Russian translation of “illegal logging” needs editing.
9. “Sustainable forest management” means the stewardship and use of forests and forest lands in a way, and at a rate, that maintains their biodiversity, productivity, regeneration capacity, vitality and their potential to fulfill, now and in the future, relevant ecological, economic and social functions, at local, national and global levels, and that does not cause damage to other ecosystems. [Ministerial Conference on the Protection of Forests in Europe. Resolution H1: General Guidelines for the Sustainable Management of Forests in Europe, 1993]

III. Objective

The objective of this Agreement is:

- To reinforce and strengthen the implementation of sustainable forest management and to ensure multi-functionality and the long-term provision of a broad range of [goods]/[products] and forest ecosystem services;

- To enhance the role of forests and forestry in contributing to solving global challenges;

- To provide a framework for fostering national actions and international cooperation;

- To maintain, protect, restore and enhance forests, their health, productivity, biodiversity, vitality and resilience to threats and natural hazards, and their adaptive capacity to adapt to climate change;

- To ensure that forests contribute effectively to well-being and sustainable development and the well-being of society [by providing economic, environmental, cultural and social benefits]—at all levels.

IV. Principles

When implementing this Agreement, Parties shall [respect] be guided by the following principles:

a. Each Party is responsible for the sustainable forest management of the forests on its own territory and for the development and implementation of its related policies, adequate to its respective national conditions and needs, while recognizing the shared interests and responsibilities concerning forests;

b. Good governance and enabling conditions for sustainable forest management are necessary, including clear and secure land tenure and ownership rights, stable and effective policies and institutions, adequate legislation, gender equality and a sound knowledge base, and a balance among economic, social and environmental aspects [based on broad social consensus]; (EU proposal to come)

4 The choice of term requires clarification of meaning when translated into Russian.
c. Active participation of forest owners and all other relevant stakeholders in developing and implementing policies and open and flexible dialogue at all levels is required.

d. Cross-sectoral cooperation and coordination with different bodies at all levels and adequate consideration of sustainable forest management in the development of sectoral policies is essential.

d. bis Sustainable forest management should contribute to the sustainable development of Parties; Implementation of the Agreement does not preclude economic development of the Parties.

V. [General provisions]

1. To achieve the purpose and objectives of this Agreement, Parties shall commit to take national and collaborative measures to ensure that sustainable forest management as defined in section II, paragraph 9, be implemented taking into account their specific forest conditions and national priorities:

   In particular, Parties shall:

   13. Use the following criteria for sustainable forest management as sustainability criteria for forests and as a guiding framework for policy development on forests and their management:

   I. Maintenance and appropriate enhancement of forests and their contribution to global carbon cycles;
   II. Maintenance of forest ecosystems’ health, vitality and adaptive capacity;
   III. Maintenance and encouragement of productive functions of forests (wood and non-wood);

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5 “taking into account their specific forest conditions and national priorities” requires adequate translation into Russian.

6 “taking into account their specific forest conditions and national priorities” requires adequate translation into Russian.
IV. Maintenance, conservation and appropriate enhancement of biological diversity in forest ecosystems;
V. Maintenance, conservation and appropriate enhancement of protective functions in forest management (notably soil, [and] water, rock falls and avalanches);
VI. Maintenance of other socio-economic functions and conditions;
VI.bis Overall forest policies, institutions and instruments for sustainable forest management.

End of 2nd reading in Plenary on Friday 7 September, at 17:30

Start of Working Group suggestions and recommendations to be presented to the INC Plenary

15. Develop, implement and update national forest programmes or equivalents as a tool for delivering the objectives of this Agreement at the national level, taking into account the principles of national forest programmes [or equivalents] [as laid down in [...]], in particular for securing public participation in national forest policy development;

20. Strengthen and enhance international cooperation and joint actions for enhancing progress in sustainable forest management [of forests] and implementation of the provisions contained in this Chapter, in particular through:

- coordination and cooperation to avoid unnecessary duplication of actions with relevant provisions contained in other international agreements;
- sharing forest-related information;
- developing and updating policies and tools for sustainable forest management;
- scientific research and education and training on forests and forest-related issues and promoting innovations and introduction of new technologies;
- technical assistance and technology transfer regarding sustainable forest management;
- regional and cross-border cooperation to facilitate [tracking of internationally traded timber]/[counteracting illegal harvesting of timber];
- regional and cross-border cooperation in wildland fire management and other natural disasters, regional and cross-border cooperation in monitoring of pests and diseases, and regional and cross-border cooperation in protection of forest biodiversity and forest wetlands.

21. [Report on a regular basis on the status and development of their forests and progress in implementation of sustainable forest management, using the criteria and indicators for sustainable forest management.] (to be checked against compliance section)

21.bis-alt Monitor on a regular basis the status and development of their forests and progress in implementation of sustainable forest management.

21.alt-alt Report on a regular basis on the status and development of their forests and progress in implementation of sustainable forest management, using the criteria set
up in paragraph 13 and indicators adopted at the MCPFE Expert Level Meeting in Vienna 2002, for sustainable forest management. (O)

21. Establish a framework for structured and regular reporting on the state and development of their forests and on the progress in the implementation of sustainable forest management, based on the criteria and indicators for sustainable forest management. (O)

Have in place [policies, legislation, institutions, and measures]/[legislative, administrative or other policy measures]:

In order to secure maintenance and appropriate enhancement of forest resources and their contribution to global carbon cycles,

6. To ensure (O) [Enhance(O)] the contribution of forests [including forest soils, (O)] in acting as carbon sinks also in the long run; [and support measures to enhance carbon storage in forest products and the substitution of non-renewable materials and energy sources; (O)] [OM23d; NP-GP8.1b]

6. On maintenance or enhancement of forest resources and the capacity of forests to contribute to global carbon cycles in accordance with international, regional and national obligations to that end;

[6. Support measures to enhance carbon storage in forest products and the substitution of non-renewable materials and energy sources;] (O)

9. [Restore forest landscapes and reduce forest fragmentation by non-intervention and (O)/including through forest landscape restoration, afforestation and enhancement of forest protected areas, and through other relevant measures;]

9. [To restore forests and reduce fragmentation of forests by settlement and infrastructure or other human development and reduce impacts of fragmented forest landscapes, including through restoration, afforestation or other relevant measures;]

[9. Apply a balanced approach to transformation of forests to agricultural, infrastructural, industrial and urban lands, and conduct consistent policy in the field of forest growing on abandoned lands of other uses;]

In order to secure maintenance of forest ecosystems’ health and vitality,
2. **To maintain and enhance**, forests’ health and vitality and the protective and productive potential of forests and forest soils **to provide multiple benefits and goods/products and services**; and implement measures to increase the resilience of forests to natural hazards and to address human-induced threats to forests, **including storms, floods, forest fires, drought, pests and diseases, overgrazing, big game density as well as desertification**;

5. **To adapt**, forest management practices to changing climatic conditions, including *inter alia*, by developing measures for strengthening the adaptive capacity of forests and for reducing forests’ vulnerability;

In order to secure maintenance and encouragement of productive functions of forests (wood and non-wood),

10. **To develop and apply measures aimed at increasing the contribution of forests to sustainable development** and in particular to rural development, livelihoods and employment, **ensuring decent workplaces with a high standard of health and safety**/including the use of wood from sustainable sources and as a substitute for non-renewable materials and energy sources as well as use of non timber forest products; (check against para 19.bis)

12. **Ensure** [Further strengthen] enabling conditions for forests owners and forest managers and forest-based industries (O) to enhance the increased use of wood and wood mobilization, (O) the long-term economic viability [and competitiveness] of forestry and forest products and services; [OM8,23g; NP GP7,11]

12.alt To maintain and/or strengthen enabling conditions for [long-term] investments/, [including long-term investments,] in forests and sustainable forest management;

12.bis Increase the impacts of credible forest certification schemes on the state and development of European forests, including by promoting the use of eertified timber-related products through public procurement policies (O);

12.ter Ensure a sufficiently large and representative area covering at least 5% of national forest areas is designated in each country as a non-intervention area as a contribution to biodiversity, in implementation of Helsinki Resolution H1, criterion I6, and as a contribution to one of the seven thematic areas of sustainable forest management (O).

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2 “forests” is translated as “forest resources” in the Russian text. Translation of natural hazards including “pests and diseases” should be improved, e.g. to refer to tree disease and not human disease.

8 “forest management” is translated as “forest use” in the Russian text.

9 Russian translation should refer to competitiveness of forestry to be consistent with English text.
16. Improve forest related legislation\(^{10}\) and strengthen forest law enforcement in order to support sustainable forest management, including with a view to take measures at regional, subregional and national levels to eliminate illegal logging and associated trade as well as associated precarious working conditions (O); [NP2, OMD18,19]

16.alt To support sustainable forest management, including with a view to take measures at regional, subregional and national levels to eliminate illegal harvesting of timber and associated trade and to ensure or strengthen forest law enforcement, in support of sustainable forest management;

4. To integrate the sustainable production and consumption of forest products into relevant national measures such as public procurement policies, guidelines and other market-based instruments, including market-based instruments, to promote sustainable forest management [and promote the wide use of resources [wood] as an environmentally-friendly and renewable raw material];

In order to secure maintenance, conservation and appropriate enhancement of biological diversity in forest ecosystems,

8. [Implement measures to p]Protect, restore and increase forest biodiversity, with the aim to halt its loss and reduce forest degradation, through application of sustainable forest management practices, [taking into account that sustainable forest management is consistent with the application of the ecosystem approach to forest ecosystems]]; [OM23f; OMD18; NP-GP9]

8.alt To ensure or enhance the effective and efficient integration of biological diversity in sustainable forest management and to protect, restore and increase forest biodiversity, with the aim to halt its loss and reduce forest degradation;

[8.bis To strengthen and/or develop close to nature forestry and extensive traditional practices in forestry / ..to secure appropriate forest land under forest protected area regimes / enhancement of forest protected areas / address value of biodiversity and related ecosystem services;] (text to be further developed)

In order to secure maintenance, conservation and appropriate enhancement of protective functions in forest management (notably soil and water),

7. [Protect, restore [and] enhance/and [increase] forest ecosystem services,] and enhance their valuation and compensation (O)/ To maintain or enhance protective functions of forests, such as water and soil protection (O), as well as protecting society from natural hazards including storms, floods, forest fires, drought, pests and diseases, as well as desertification;

\(^{10}\) The Russian translation is “forest legislation” instead of “forest-related legislation”. 
In order to secure maintenance of other socio-economic functions and conditions,

11. To ensure that social and cultural benefits of forests, including recreation, human health and well-being, employment and the preservation and promotion of the forest-related historic cultural heritage as well as gender equality, are taken into account in forest management;

18. Take measures to enhance knowledge and understanding of forest conditions and factors affecting forests, as well as their multifunctional role and their contribution to sustainable development, promoting scientific research, the historic culture heritage, traditional forest-related knowledge, innovation and new technologies, education and training, and better access to information on forests and emerging forest-related challenges and opportunities; [OM10; NP11,18; NP-GP18,21; OMD19,21];

18.alt To enhance knowledge, understanding and awareness of forests and sustainable forest management, including their multifunctional role and their contribution to sustainable development through promoting scientific research, traditional forest-related knowledge, integrating forests and sustainable forest management in education and training, including for forest owners and forest managers, providing access to information on forests and emerging forest-related challenges and opportunities;

3. [Ensure the sustained provision of multiple benefits and enhance lasting provision of goods and services from forests];

14. [Use the indicators associated with the criteria for sustainable forest management, listed in Annex xxx, as a guiding framework for monitoring and reporting on sustainable forest management and as a framework to develop national level indicators; [NP-GP6.2]]

17. [Ensure that policy measures provide enabling conditions for long-term investments in forests and sustainable forest management, inter alia by broadening and diversification of the financial basis for sustainable forest management, and by incorporating values of the benefits from forest ecosystem services into relevant national policies and innovative market-based instruments.] Ensure that the benefits of forest ecosystem services are incorporated into relevant national policies and instruments; (text to be further developed, placing of the para to be clarified)

19. [Take measures to improve understanding and information-sharing among policy-makers, and all stakeholders, including forest owners and managers, practitioners and the scientific community in order to use scientific knowledge [better and to increase awareness of the importance of forests and their multiple goods and services to society][on sustainable forest management];]

11 Russian translation not quite correct here.
19. bis [ensuring decent workplaces with a [high] standard of health and safety];
(text to be developed, consider insertion of text or a para).

VI. Rules, bodies and other procedures

Conference of the Parties

1. A Conference of the Parties is hereby established.

2. The Conference of the Parties, as the supreme body of this Agreement, shall keep under regular review the implementation of the Agreement and any related legal instruments that the Conference of the Parties may adopt, and shall make, within its mandate, the decisions necessary to promote the effective implementation of the Agreement. To this end, it shall:

2.a The Conference of the Parties, as the supreme body of this Agreement, shall keep under regular review the implementation of the Agreement. To this end, it shall:

   a.pre Take, within its mandate, the decisions necessary to promote the effective implementation of the Agreement;

       a. Periodically examine the obligations of the Parties and the institutional arrangements under the Agreement, including [the] compliance mechanism[s] in the light of the objective of the Agreement, the experience gained in its implementation and the evolution of scientific and technological knowledge. [The first examination shall take place [four] years after the entry into force of this Agreement and thereafter at intervals determined by the Conference of the Parties]; (to be reviewed in the light of decisions relating to reporting)

       b. [Review the adequacy and effectiveness of internationally agreed tools for sustainable forest management with the view to improve, update and complete them, and in order to address new emerging issues;]

       c. Recommend future actions for implementation including developing protocols, guidelines, work programmes, actions and national targets;

       c.alt Recommend future actions needed to enhance implementation, including developing guidelines, tools work programmes, or providing guidance on developing national targets;

       d. Promote and facilitate the exchange of information on measures adopted by the Parties for and experience gained in implementing sustainable forest management;

       d.bis Establish lists, forms and other material of a descriptive nature that are of a scientific, technical, procedural or administrative character, to facilitate the implementation of this Agreement;
e. Establish at its first session and further revise at its next sessions, a programme of work and keep it under review at each session;

f. Seek and utilize, where appropriate, the services and cooperation of, and information provided by, competent international organizations and intergovernmental and non-governmental bodies;

g. Establish such subsidiary bodies as are deemed necessary for the implementation of the Agreement and adopt the rules of procedure and financial regulations that are applicable to them, which shall be consistent with the rules of procedure and financial regulations of the Conference of the Parties;

h. Review reports submitted by its subsidiary bodies and provide guidance to them; and

i. Consider and undertake any additional action that may be required for the achievement of the purposes and objectives of this Agreement.

3. The Conference of the Parties shall, at its first session, adopt its own rules of procedure by consensus [which shall include decision-making procedures for matters not already covered by decision-making procedures stipulated in the Agreement]. Such procedures may include specified majorities required for the adoption of particular decisions. [The Conference of the Parties shall also adopt its own financial regulations. (to be reviewed in the light of decisions about the position of the LBA in relation to the UN umbrella)]

4. The first session of the Conference of the Parties shall be convened by the secretariat referred to in Article xxx and shall take place not later than [one year or other timeframe] after the date of entry into force of the Agreement. Thereafter, ordinary sessions of the Conference of the Parties shall be held [every second-third year [or other timeframe]] unless otherwise decided by it.

5. Extraordinary sessions of the Conference of the Parties shall be held at such other times as may be deemed necessary by the Conference, or at the written request of any Party, provided that, within six months of the request being communicated to the Parties by the secretariat, it is supported by at least one third of the Parties.

6. The United Nations, its specialized agencies and the International Atomic Energy Agency, as well as any State or regional economic integration organization which is a member thereof or an observer thereto not Party to the Agreement and any intergovernmental organization qualified in the fields to which this Agreement relates, shall be entitled to participate as observers [in the sessions] of the Conference of the Parties. Their admission and participation shall be subject to the rules of procedures adopted by the Conference of the Parties.\footnote{A suggestion was made to combine paragraph 6 and 7 with a new section headed “Observers”. The suggested text is shown after paragraph 7 as 6.alt.}
7. [Any non-governmental organisation, qualified in the fields to which this Agreement relates, which has informed the secretariat of its wish to be represented at any session to the sessions of the Conference of the Parties shall be entitled to participate as an observer unless at least one third of the Parties present object. Its admission and participation shall be subject to the rules of procedures adopted by the Conference of the Parties.]

Observers

6.alt

a.— The United Nations, its specialized agencies and the International Atomic Energy Agency, as well as any State or regional economic integration organization which is a member thereof or an observer thereto not Party to the Agreement and any intergovernmental organization qualified in the fields to which this Agreement relates, shall be entitled to participate as observers in the sessions of the Conference of the Parties.

b.— Any non-governmental organization, qualified in the fields to which this Agreement relates, which has informed the secretariat of its wish to be represented at a session of the Conference of the Parties shall be entitled to participate as an observer unless at least one third of the Parties present object.

c.— The conditions for the admission and participation of observers shall be established in the rules of procedure adopted by the Conference of the Parties.

Right to vote

1. Except as provided for in paragraph 2 below, each Party to this Agreement shall have one vote.

2. Regional economic integration organizations, in matters within their competence, shall exercise their right to vote with a number of votes equal to the number of their member States which are Parties to this Agreement. Such organizations shall not exercise their right to vote if their member States exercise theirs, and vice versa.

Secretariat

1. A secretariat is hereby established.

2. The functions of the secretariat shall be:
a. To make arrangements for sessions of the Conference of the Parties and its subsidiary bodies established under the Agreement and to provide them with services as required;

b. To compile and transmit reports submitted to it;

c. To facilitate assistance to the Parties, on request, in the compilation and communication of information required in accordance with the provisions of the Agreement;

d. To prepare reports on its activities and present them to the Conference of the Parties;

e. To ensure the necessary coordination with the secretariats of other relevant international bodies;

f. To enter, under the overall guidance of the Conference of the Parties, into such administrative and contractual arrangements as may be required for the effective discharge of its functions; and

g. To perform the other secretariat functions specified in the Agreement and such other functions as may be determined by the Conference of the Parties.

3. [The Conference of the Parties, at its first session, shall make arrangements for the functioning of the secretariat.]

Compliance

1. Report on a regular basis on the status and development of their forests and progress in implementation of sustainable forest management, using the criteria for sustainable forest management.

2. Each party shall, at intervals to be determined by the Conference of the Parties, present to the Conference of the Parties, a report on measures which it has taken for the implementation of the provisions of this Agreement and their effectiveness in meeting the objectives of this Agreement.

End of of Working Group suggestions and recommendations to be presented to the INC Plenary

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INC1 concluded that the text of the Non-Paper on compliance might be kept as it is for the first draft negotiating text and the issue to be considered at INC2. There was further discussion of compliance, particularly in Working Group 2, with the aim of providing guidance for the development of text.
Text proposal presented in INC2 Plenary

[Article X

Compliance Committee

1. A mechanism, which shall include a committee to promote compliance and address cases of non-compliance with the provisions of this Agreement [and its Protocols], is hereby established. The Committee shall be facilitative, non-confrontational in nature and designed to assist parties in their implementation of the Agreement. The Committee:

(a) shall consist of \(x\) members with expertise relevant to forests, including of a technical or legal nature, nominated by Parties and elected by the Conference of the Parties on the basis of equitable geographical representation. Members shall serve objectively and in the best interests of the Agreement and independent of national interests;

(b) shall examine any question of compliance with this Agreement that is brought to its attention in accordance with this paragraph unless it considers the issue to be de minimis or manifestly ill-founded. It shall consider such questions on the basis of:
   (i) National reports and reporting requirements under Article y
   (ii) Written submissions from any Party; or
   (iii) Requests from the Conference of the Parties;

(c) may consider systemic issues of general non-compliance of interest to all Parties; and

(d) shall make cost effective recommendations for consideration to the Conference of the Parties or Parties found to be in non-compliance, as appropriate.

In carrying out its functions, the Committee may consider relevant information from any source it considers to be reliable.

2. The Conference of the Parties shall at its first meeting elect the first members of the Committee and adopt further terms of reference and rules of procedure for the Committee. The Committee may suggest further developments of its rules of procedure and submit them to the Conference of the Parties for adoption. [The text proposal as such was not discussed at a Plenary session at INC2];

[Alt. COMPLIANCE Committee

1. A Compliance Committee to monitor and promote compliance and address cases of non-compliance with the provisions of this Agreement [and its Protocols], is hereby established. The Committee:

(a) Shall consist of \(x\) members with expertise relevant to sustainable forest management, including of a technical or legal nature, nominated by Parties and elected by the
The Conference of the Parties on the basis of equitable geographical representation. Member shall serve objectively, in their personal capacity, in the best interests of the Agreement and independent of the Parties’ interests;

(b) Shall conduct regular reviews of each Party’s compliance with the Agreement based on its reports;

(c) Shall examine any question of compliance with this Agreement that it becomes aware of unless it considers the issue to be manifestly ill-founded. It shall consider such questions on the basis of:
   i. National reports and reporting requirements under Article y
   ii. Written submissions from any Party;
   iii. [Written submissions from stakeholders]; or
   iv. Requests from the Conference of the Parties;

(d) May consider and bring to the attention of the Conference of the Parties systemic or general issues related to compliance of interest to all Parties;
(e) Shall report to the Conference of the Parties on the discharge of its functions and the follow-up of its recommendations;
(f) Shall make recommendations for consideration to the Conference of the Parties or Parties found to be in non-compliance, as appropriate;
(g) May require a compliance action plan and progress reports on its follow-up; and
(h) Shall provide regular information to stakeholders/public on its activities

In carrying out its functions the Committee may consider relevant information from any source.

The Committee shall carry out its functions in a fair and transparent manner.

The Conference of the Parties shall at its first meeting elect the first members of the Committee and adopt further terms of reference and rules of procedure for the Committee. The Committee may suggest further developments of its rules of procedure and submit them to the Conference of the Parties for adoption.] (The text proposal as such was not discussed at a Plenary session at INC2).

End of text presented to INC2 Plenary

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Start of Working Group suggestions and recommendations to be presented to the INC Plenary

Explanatory note:

This chapter shall be developed at the later stage. Rules for compliance will be determined by negotiations. A distinction can be drawn between “hard” (judicial mechanisms,
financial penalties, suspension of rights and privileges) and “soft” mechanisms (“naming and shaming”, duty to cooperate) of compliance. The usual standard compliance procedures in international arrangements can be described in 4 steps:

Step 1. Obligatory reporting
Step 2. Review process by experts
Step 3. Consultative process for correction
Step 4. Enforcement / public assessment reporting

Compliance procedures could stop on step 1 or continue stepwise up to step 4.

VII. FINAL CLAUSES

Settlement of disputes

1. If a dispute arises between two or more Parties about the interpretation or application of this Agreement or of any related legal instrument adopted by the Conference of the Parties, the Parties concerned shall seek a solution through consultation, negotiation or any other peaceful means of dispute settlement of their own choice, with a view to reaching a mutually satisfactory solution as soon as possible.

2. When ratifying, accepting, approving or acceding to this Agreement, or at any time thereafter, a Party which is not a regional economic integration organization may declare in writing to the Depositary that, in respect of a dispute not resolved in accordance with paragraph 1 above, it recognizes as compulsory ipso facto and without special agreement, in relation to any Party accepting the same obligation:

   a. Submission of the dispute to the International Court of Justice; and/or
   b. Arbitration in accordance with the procedure set out in annex xxx on arbitration.

3. A Party which is a regional economic integration organization may make a declaration with like effect in relation to arbitration in accordance with the procedures referred to in subparagraph (b) above.

4. If the parties to the dispute have accepted both means of dispute settlement referred to in paragraph 2 above, the dispute may be submitted only to the International Court of Justice, unless the parties agree otherwise.

5. A declaration made under paragraph 2 above shall remain in force until it expires in accordance with its terms or until three months after written notice of its revocation has been deposited with the Depositary.
6. A new declaration, a notice of revocation or the expiry of a declaration shall not in any way affect proceedings pending before the International Court of Justice or the arbitral tribunal, unless the parties to the dispute otherwise agree.

7. Subject to the operation of paragraph 2 above, if after twelve months following notification by one Party to another that a dispute exists between them, the Parties concerned have not been able to settle their dispute through the means mentioned in paragraph 1 above, the dispute shall be submitted, at the request of any of the parties to the dispute, to conciliation.

8. A conciliation commission shall be created upon the request of one of the parties to the dispute. The commission shall be composed of an equal number of members appointed by each party concerned and a chairperson chosen jointly by the members appointed by each party. The commission shall render a recommendatory award, which the parties shall consider in good faith.

9. Additional procedures relating to conciliation shall be adopted by the Conference of the Parties, as soon as practicable, in an annex on conciliation.

**Amendments to the Agreement**

1. At any time after the entry into force of this Agreement, any Party may propose amendments to it.

2. The proposed amendment shall be considered and adopted by the Conference of the Parties.

3. The text of any proposed amendment shall be submitted in writing to [the secretariat or the Depositary], who shall communicate it to all Parties and signatories to this Agreement at least six months before the session of the Conference of the Parties at which it is proposed for adoption.

4. The Parties shall make every effort to reach agreement on any proposed amendment by consensus. If all efforts at consensus have been exhausted, and no agreement reached, the amendment shall as a last resort, be adopted by a three-fourths majority vote of the Parties present and voting at the meeting.

5. The amendments adopted in accordance with paragraph 3 above shall be communicated by the secretariat to the Depositary, who shall circulate them to all Parties for acceptance. Instruments of acceptance shall be deposited with the Depositary.

6. An amendment shall enter into force for all Parties which have accepted it on the ninetieth day after the date of receipt by the Depositary of an instrument of acceptance by at least three fourths of the Parties to the Agreement, as of the date on which the amendment was adopted by
the Conference of the Parties. **Thereafter, the amendment shall enter into force for any other Party on the ninetieth day after the receipt by the Depositary of that Party’s instrument of acceptance of the amendment.**

7. For the purposes of this Article, "Parties present and voting" means Parties present and casting an affirmative or negative vote.

7 bis [After the entry into force of an amendment to this Agreement, any new Party to this Agreement shall become a Party to the Agreement as amended.] (to be reviewed in light of para 6)

**Adoption and Amendment of Annexes to the Agreement**

1. Annexes to the Agreement shall constitute an integral part thereof and unless expressly provided otherwise, a reference to this Agreement constitutes at the same time a reference to any annexes thereto. [Without prejudice to the provisions of Article [insert number of Article on “Settlement of Disputes”], paragraph 3 (b), such annexes shall be restricted to lists, forms and any other material of a descriptive nature that is of a scientific, technical, procedural or administrative character.] (to be reviewed later)

2. Annexes to the Agreement and amendments thereto shall be proposed and adopted in accordance with the procedure set forth in Article [insert number of Article entitled “Amendments to the Agreement”], paragraphs 2, 3, 4 and 5 of Article [insert number of Article entitled “Amendments to the Agreement”] above.

3. An annex or an amendment to an annex that has been adopted in accordance with paragraph 2 above, shall enter into force for [all] **those Parties that have accepted it** [to the Agreement] twelve months after the date of the communication by the Depositary to **all** [such] Parties of its adoption[, except for those Parties that have made the notification provided in paragraph 4 below, provided that not more than one third of the Parties have submitted such a notification.]

4. [Any Party that is unable to approve an annex to this Agreement or an amendment thereto shall so notify the Depositary in writing within twelve months from the date of the communication referred to in paragraph 3 of this Article. The Depositary shall without delay notify all Parties of any such notification received. A Party may at any time substitute an acceptance for its previous notification and, upon deposit of an instrument of acceptance with the Depositary, the annex or amendment to an annex shall become effective for that Party.]

5. If the adoption of an annex or an amendment to an annex involves an amendment to the Agreement, that annex or amendment to an annex shall not enter into force until such time as the amendment to the Agreement enters into force.

**Protocols**
1. The Conference of the Parties may, at any ordinary session of the Conference of the Parties, decide to initiate negotiations on protocols to the Agreement and adopt them, adopt protocols to the Agreement.

2. The text of any proposed protocol shall be communicated to the Parties by the secretariat at least six months before the session of the Conference of the Parties at which it is proposed for adoption.

3. The requirements for the entry into force of any protocol shall be established by that instrument.

4. Only Parties to the Agreement may be Parties to a protocol to the Agreement.

5. Decisions under any protocol shall be taken only by the Parties to the protocol concerned.

Depositary

The [xxx] shall act as the Depositary of this Agreement [and of protocols adopted in accordance with Article x].

Signature

1. The Agreement shall be open for signature by States and the regional economic integration organization which are signatories to Forest Europe, as specified in Annex xxx. [OM Annex 1, Rules 2.1 and 2.9].

2. [Any other State, not referred to in paragraph 1 above, that is a Member of the United Nations or of any of its specialized agencies or of the International Atomic Energy Agency or a Party to the Statute of the International Court of Justice, may sign the Agreement.] (linked to UN umbrella issue and Title)

3. The Agreement shall be open for signature at [location – possibly linked to the Depositary or Secretariat] from [date] to [date].

Ratification, acceptance, approval or accession

1. The Agreement shall be subject to ratification, acceptance or approval of the Signatories.

2. [It shall be open for accession as from [xxx –date when Agreement is no longer open for signature] by any State or regional economic integration organization referred to in Article [xxx] that has not signed the Agreement. Instruments of ratification, acceptance, approval or accession shall be deposited with the Depositary.]
3. [Any regional economic integration organisation which becomes a Party to the Agreement without any of its member States being a Party shall be bound by all the obligations under the Agreement. In the case of such organisations, one or more of whose member States is a Party to the Agreement, [the organization and its member States shall decide on their respective responsibilities for the performance of their obligations under the Agreement. In such cases,] the organization and the member States shall not be entitled to exercise rights under the Agreement concurrently.]

4. [In their instruments of ratification, acceptance, approval or accession, regional economic integration organisations shall declare the extent of their competence with respect to the matters governed by the Agreement. These organisations shall also inform the Depositary, who shall in turn inform the Parties, of any substantial modification in the extent of their competence.]

**Entry into force**

1. The Agreement shall enter into force on the ninetieth day after the date of deposit of the [xth] instrument of ratification, acceptance, approval or accession.

2. For each State or regional economic integration organisation that ratifies, accepts or approves the Agreement or accedes thereto after the deposit of the [xth] instrument of ratification, acceptance, approval or accession, the Agreement shall enter into force on the ninetieth day after the date of deposit by such State or regional economic integration organisation of its instrument of ratification, acceptance, approval or accession.

3. For the purposes of paragraphs 1 and 2 above, any instrument deposited by a regional economic integration organisation shall not be counted as additional to those deposited by States members of the organisation.

**Reservations**

No reservations may be made to the Agreement.

**Withdrawal**

1. At any time after three years from the date on which the Agreement has entered into force for a Party, that Party may withdraw from the Agreement by giving written notification to the Depositary.

2. Any such withdrawal shall take effect upon expiry of one year from the date of receipt by the Depositary of the notification of withdrawal, or on such later date as may be specified in the notification of withdrawal.
3. Any Party that withdraws from the Agreement shall be considered as also having withdrawn from any protocol to which it is a Party.

**Authentic texts**

The original of this Agreement, of which the [English, French, Russian, xxx] texts are equally authentic, shall be deposited with [yyy].

IN WITNESS WHEREOF the undersigned, being duly authorised to that effect, have signed this Agreement.

DONE at xxx.

[Possible Annexes:

Annex on Indicators
Annex on Forest Europe Signatories
Annex on Arbitration]