Draft negotiating text for a legally binding agreement on forests in Europe

[Forest Agreement]/[Forest Convention]/[Framework Convention of Forests]/[Framework Agreement on Forests]/[Framework Agreement on Sustainable Forest Management]¹

Preamble

[The Parties to this Agreement,]

Recognizing that forests provide multiple economic, social, cultural and environmental benefits and opportunities for future development, and emphasizing that forests and sustainable forest management play a vital role in achieving sustainable development and the internationally agreed development goals, inter alia by contributing to a green economy, climate change mitigation and adaptation, providing renewable raw material, energy supply, biodiversity, water and soil protection and other ecosystem services, the protection of society against natural hazards, as well as contributing to job creation, innovation entrepreneurship, social equity and gender equality, (agreed ad ref.)

Being aware that the increasing and changing multiple needs of society related to forests and forest land, including wood materials and energy, as well as the changing environment and climate, which put at risk the health, biodiversity, vitality, resilience and productivity of forests as well as their role in combating desertification, and hence their multiple economic, social and environmental benefits, demand new strategic, comprehensive and consistent approaches, (agreed ad ref.)

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, soil protection, energy, urban planning, biological diversity and climate change, (agreed ad ref.)

Recognizing the importance of secure property and tenure rights, transparency and measures to enable and encourage stakeholder participation and dialogue in development and implementation of sustainable forest management, and the need to take measures to improve understanding and exchange of information with stakeholders, (agreed ad ref.)

Recognizing the importance of good governance and forest law enforcement, as well as efficient measures to eliminate illegal harvesting of timber and associated trade-and to promote sustainable consumption and production, (agreed ad ref.)

¹ Text that has not been agreed and where further consideration is required is shown in square brackets. Round brackets are used for notes.
Reaffirming 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 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, (agreed ad ref.)

Recalling the United Nations Declaration on the Rights of Indigenous Peoples and acknowledging its relevance in the context of implementing this Agreement, (agreed ad ref.)

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, (agreed ad ref.)

Recalling 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, (agreed ad ref.)

Recalling the vision, goals, declarations, resolutions and decisions made by FOREST EUROPE (Ministerial Conference on the Protection of Forests in Europe), and the achievements in their implementation, including in developing and applying tools and guidelines for sustainable forest management, (agreed ad ref.)

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, (agreed ad ref.)

[Emphasizing that this Agreement is intended to re-inforce and strengthen the implementation of sustainable forest management in a way that is mutually supportive with other international treaties [and instruments] contributing to sustainable forest management], (see identical text under “Principles”)
[Parties] have agreed as follows:

Article 1. Terms and definitions

[For the purpose of this Agreement:

(a) “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; (agreed ad ref.)

(b) [“Forest”: each Party in each national territory applies the definition of forests in its national forest legislation;]

(b.alt) [For the purpose of this Agreement, “forest” means: an area of land spanning more than 0.5 hectares with trees higher than 5 meters and a canopy cover of more than 10 percent, or trees able to reach these thresholds in situ. It does not include land that is predominantly under agricultural or urban land use. A Party may choose to apply another forest definition based on existing national legislation or inventory system. The Party shall provide the definition in writing to the secretariat;]

(b.alt.alt) [“Forest”: each Party in each national territory [can apply]/[applies] the definition of forest based on existing national legislation or [inventory]/[registry] system. In this case the Party shall provide the definition in writing to the secretariat. [Where such a definition does not exist [or if the Party chooses] for the purpose of this Agreement, forest means: an area of land spanning more than 0.5 hectares with trees higher than 5 meters and a canopy cover of more than 10 percent, or trees able to reach these thresholds in situ. It does not include land that is predominantly under agricultural or urban land use;] ]

(c) “Forest ecosystem services” are the benefits people obtain from forest ecosystems. These include provisioning, regulating, cultural and supporting services;

(d) [“Goods” are materials which people create or derive from ecosystem services and are tangible and transportable;]

(e) “Illegal harvesting” means harvesting that is in contravention of applicable legislation in the country of harvest; (agreed ad ref.)

(f) “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 sub-national level; (agreed ad ref.)

(g) “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; (agreed ad ref.)

(h) “Forest restoration”: Management measures applied, inter alia, in degraded forests
which aim to recover their functions, structure and biodiversity, as well as natural
processes of forest regeneration;

(i) “Forest fragmentation” refers to any process that results in the conversion of
continuous forest into patches of forest separated by non-forest lands;

(j) [“Forest degradation” means changes which adversely affect the structure or function
of forests [in the long term] and thereby lower their long-term capacity to provide a
broad range of forest ecosystem services and goods derived from them [goods or
[other ecosystem] services];] (consider placing of para before “forest restoration” if
reference is made to degradation there)

(k) “Regional economic integration organization” means an organization constituted by
sovereign States of a given region, to which its member states have transferred
competence in respect of matters governed by this Agreement and which has been
duly authorized, in accordance with its internal procedures, to sign, ratify, accept,
approve or accede to it. (agreed ad ref.)   ]

(renumbering proposal: b ->a; g-> b; a->c; c->d; d->e; f=f; h->g; j->h; i=i; e->j; k=k)

Article 2. Objective

The objective of this Agreement is:

(a) To reinforce and strengthen the implementation of sustainable forest management and
to ensure multifunctionality of forests and the long-term provision of a broad range of
goods-and [other] forest ecosystem services;

(b) To enhance the role of forests and forestry in contributing to solving global challenges;
   (agreed ad ref.)

(c) To provide a framework for fostering national actions and international cooperation;
   (agreed ad ref.)

(d) To maintain, protect, restore and enhance forests, their health, productivity,
biodiversity, vitality and resilience to threats and natural hazards, and their capacity to
adapt to climate change as well as their role in combating desertification;
   (agreed ad ref.)
(e) To ensure that forests contribute effectively to sustainable development, livelihoods and the well-being of society by providing economic, environmental, cultural and social benefits at all levels. (agreed ad ref.)

**Article 3. Principles**

When implementing this Agreement, Parties shall respect the following principles: (agreed ad ref.)

(a) Each Party is responsible for the sustainable forest management 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; (agreed ad ref.)

(b) Good governance and enabling conditions for sustainable forest management, including clear and secure land tenure and ownership rights, stable and effective policies and institutions, adequate legislation, transparency, gender equality and a sound knowledge base, and a balance among economic, social and environmental aspects; (agreed ad ref.)

(c) Active participation of forest owners and other stakeholders in developing and implementing policies and open and flexible dialogue at all levels; (agreed ad ref.)

(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; (agreed ad ref.)

(e) Sustainable forest management [should] contribute[s] to the sustainable development of Parties;

(f) [Emphasizing that this Agreement is intended to re-inforce and strengthen the implementation of sustainable forest management in a way that is mutually supportive with other international treaties [and instruments] contributing to sustainable forest management.] (see identical text under “Preamble”)

**Article 4. General provisions**

1. To achieve the objective of this Agreement, Parties shall take measures to ensure that sustainable forest management as defined in Article 1, paragraph [x], be implemented taking into account their specific forest conditions and national priorities. (agreed ad ref.)

2. In particular, Parties shall: (agreed ad ref.)

   (a) Use the following criteria for sustainable forest management as a guiding framework for policy development on forests and their management:
(a) Maintain or enhance forest resources and the capacity of forests and forest products to act as carbon sinks and reservoirs, substitution of non-renewable materials and energy, [and to contribute to a low carbon emission economy] [in accordance with international and regional obligations to that end];

(2) Vienna Resolution 1, *Strengthen synergies for sustainable forest management in Europe through cross-sectoral co-operation and national forest programmes*, adopted by the Fourth Ministerial Conference on the Protection of Forests in Europe, held in Vienna, Austria, 28-30 April 2003.
(b) Reduce [forest fragmentation and] the negative impacts of forest fragmentation [including through a balanced approach in land use planning and measures [to enhance connectivity]] through restoration, reforestation, afforestation, and/or other relevant measures[, [and to maintain the positive impacts of forest fragmentation,] depending on national circumstances].

Article 6. Forest health and vitality

Parties shall have in place or adopt legislative, administrative or other policy measures to:

(a) Maintain and enhance health and vitality and the protective and productive potential of forests and forest soils to provide a broad range of goods and [other] forest ecosystem services; and implement measures to increase the resilience of forests to natural hazards, to strengthen the role of forests in combating desertification and to address human-induced threats to forests;

(b) Monitor forest pests, diseases and fires and to co-operate with other Parties in preventing and combating them where it is appropriate[, also in the context of climate change]; (need consistent reference to monitoring)

(c) Adapt forest management practices to changing climatic conditions, including -by measures for strengthening the adaptive capacity of forests and for reducing forests’ vulnerability. (agreed ad ref.)

Article 7. Productive functions of forests

Parties shall have in place or adopt legislative, administrative or other policy measures:

(a) Aimed at increasing the use of wood from sustainably managed forests and as a substitute for non-renewable materials and energy sources as well as use of non-timber forest products;

(b) 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; (agreed ad ref.)

(c) To integrate the use of sustainably produced forest products into relevant measures for sustainable consumption and production, while promoting fair treatment of forest products. (agreed ad ref.)

Article 8. Forest biodiversity

(consider to combine this article with other protective functions)
Parties shall have in place or adopt legislative, administrative or other policy measures to:

(a) Protect, restore and, where appropriate, increase forest biodiversity at all levels through its effective and efficient integration in sustainable forest management with the aim to halt biodiversity loss and to contribute to reducing forest degradation; (agreed ad ref.)

(b) Maintain or further develop [networks] / [networks or systems] of [representative] protected forest areas and to apply forest management practices appropriate to the purpose and category of the protected areas;

(c) Further the conservation of endemic and threatened species in forests and to prevent and mitigate the negative impacts of those invasive alien species that threaten forest ecosystems. (agreed ad ref.)

Article 9. Protective functions of forests

Parties shall have in place or adopt legislative, administrative or other policy measures to:

(a) Maintain, enhance or restore protective functions of forests, such as water and soil protection as well as contributing, *inter alia*, to the prevention of natural hazards and combating desertification; (agreed ad ref.)

(b) Enhance the protection of groundwater and surface water resources through appropriate forest management practices, *inter alia*, through afforestation and[, if applicable,] in the framework of integrated basin management[, including through cross-border cooperation], as deemed appropriate;

(c) Support the protective functions of forests by identifying and compiling relevant information for awareness raising, decision making and strengthening inter-sectoral cooperation. (agreed ad ref.)

Article 10. Socio-economic functions of forests

Parties shall have in place or adopt legislative, administrative or other policy measures to:

(a) Ensure that social and cultural benefits of forests, including recreation, human health and well-being, and the preservation and promotion of the forest-related historic cultural heritage as well as gender equality, are taken into account in sustainable forest management; (agreed ad ref.) (Russian translation of “heritage” to be checked)

(b) Broaden and diversify the financial basis for sustainable forest management by [taking into account]/[integrating] the values of forest ecosystem services, [in particular their regulating, cultural and supporting services,] in national forest
programmes or equivalents [and facilitate the development and implementation of measures and innovative financing instruments such as payments for ecosystem services];

(c) Aim at increasing the contribution of forests to sustainable development, and in particular to rural development, livelihoods and employment, ensuring healthy and safe work places according to international labour standards and taking into account gender equality; (agreed ad ref.)

(d) Improve the use of scientific and traditional forest-related knowledge in policy development, decision making and innovation, and to promote training and education in sustainable forest management; (agreed ad ref.)

(e) Facilitate communication between policy makers and all stakeholders including forest owners and managers, practitioners, the scientific community and non-governmental organizations in order to improve policy development and implementation and to increase awareness of sustainable forest management. (agreed ad ref.)

Article 11. Monitoring and Reporting

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 [and indicators] for sustainable forest management.] (to be checked against compliance section)

1.alt [Parties shall monitor and assess on a regular basis the status and development of their forests, and assess the progress in implementation of sustainable forest management using the criteria for sustainable forest management referred to in paragraph 2.a of Article 4, and [indicators established by the Conference of the Parties]. ]

2. [Monitor [and report] on a regular basis the status and development of their forests and progress in implementation of sustainable forest management using the criteria [for sustainable forest management and indicators elaborated by the Conference of the Parties] / [(and indicators elaborated by the Conference of the Parties) for sustainable forest management]. [To this end present] / [Present] the most recent national data in the framework of the regular Global Forest Resources Assessment of the FAO.] (to be checked against compliance section)

2.alt [Parties shall report, through the secretariat, to the Conference of the Parties on a periodic basis as determined by the Conference of the Parties as well as ensuring that such information is available to the public within their national territory:

(a) Information on the measures it has taken to implement this Agreement;

(b) Information 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 referred to in paragraph 1 of this Article and using, as far as applicable, reports used for the regular Global Forest Resources Assessment of the FAO.]

Article 12. 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. To this end, it shall:

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

(b) 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 and compliance)

(c) Recommend future actions needed to enhance implementation, including developing guidelines, tools[, 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;

(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) Consider reports and recommendations submitted by its subsidiary bodies and provide guidance to them; and

(i) Consider and [give recommendations on actions] /[undertake any additional action] that may be required for the achievement of the purposes and objectives of this Agreement [as agreed by concerned Parties].
3. [The Conference of the Parties shall by consensus adopt, at its first session, rules of procedure and financial rules for itself and any of its subsidiary bodies as well as financial provisions governing the secretariat], at its first session, adopt its own rules of procedure by consensus. [The Conference of the Parties shall by consensus also adopt its own financial regulations and a budget for the Agreement].] (to be reviewed in the light of decisions about the position of the LBA in relation to the UN umbrella as well as para 2.g above)

4. The first session of the Conference of the Parties [shall be convened [by the secretariat referred to in Article 14.] and] shall take place not later than [one] year 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 organisation qualified in the fields to which this Agreement relates, [shall be entitled to participate]/[may be represented at sessions of the Conference of the Parties] as observers [[in the sessions] of the Conference of the Parties]. Their admission and participation shall be [subject to] in accordance with the rules of procedures when adopted by the Conference of the Parties.

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 a session of the Conference of the Parties as an observer, may be admitted /[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] in accordance with the rules of procedures when adopted by the Conference of the Parties.]

**Article 13. Right to vote**

1. Except as provided for in paragraph 2 in this Article, 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 [present in the session] which are Parties to this Agreement. Such organizations shall not exercise their right to vote if their member States exercise theirs, and *vice versa*.]
Article 14. [Secretariat]

1. A secretariat is hereby established.

2. [The head of the host organization shall carry out the following secretariat functions]/
   [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 [and make available to the Parties periodic reports based on
       information received pursuant to Article 11 and other available information] 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]/[Cooperate as appropriate with the competent international
       organizations and intergovernmental [and non-governmental] 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.] (to be reviewed in light of discussions related to UN
   umbrella)

Article 15. Compliance

1. Each Party shall take appropriate measures within its competence to ensure compliance
   with this Agreement and any measures in effect pursuant to it.

2. [Mechanism for review of reports: The information submitted according to paragraph
   [1]/[2] of Article 11 shall be reviewed by experts, to the extent feasible, in accordance of
terms of reference and guidelines to be agreed by the Conference of the Parties. Expert reviews shall be coordinated by the secretariat. The secretariat shall draw on experts nominated by Parties and as appropriate by international organizations. [The review shall provide a thorough and comprehensive technical assessment of all aspects of the implementation of this Agreement by the Party].

2. alt [In accordance with the procedure established by the Conference of the Parties the secretariat shall compile reports submitted by Parties according to paragraph [1]/[2] Article 11.]

3. Each Party shall have the opportunity to consider the reports submitted by other Parties, pursuant to paragraph [1]/[2] of Article 11, and to seek clarification of such reports, in accordance with procedures developed by the Conference of the Parties.

4. [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.] (to be cross checked with the paras on reporting from other parts of the DNT, proposal to place in Article 11 next to para [1]/[2] of Article 11)

5. 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 shall be facilitative, non-confrontational, transparent, cooperative and recommendatory in nature. The Committee:

(a) Shall consist of [7]/[9] members with expertise relevant to sustainable forest management, 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, based on their personal [capacity]/[expertise] and in the best interests of the Agreement;

(b) Shall review periodically compliance by the Parties with the reporting requirements of this Agreement [and its Protocols];

(c) Shall conduct regular reviews of each Party’s compliance with the Agreement based on its reports as compiled by the secretariat;

(d) Shall consider 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 11 paragraph [1]/[2] referred to it by the secretariat;

ii. Written submissions from any Party; or

iii. Requests from the Conference of the Parties, including those based on the outcome of the review process as referred to in paragraph [2 and] 3;
(e) To provide advice and facilitate assistance to individual Parties and groups of Parties in order to facilitate their implementation of and/or compliance with the Agreement on their request;

(f) Shall report regularly to the Conference of the Parties on all aspects of its work;

(g) 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;

(h) After consultation with the Party concerned the Committee shall make recommendations for consideration to the Conference of the Parties or Parties found to be in non-compliance, as it considers appropriate;

(i) The Committee reports shall be made available to the public;

(j) In carrying out its functions the Committee may consider relevant information from any [official] source.

6. 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 [by consensus]; the Committee may suggest further developments of its rules of procedure and submit them to the Conference of the Parties for adoption.

Article 16. Settlement of disputes

1. If a dispute arises between two or more Parties about the interpretation or application of this Agreement, 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 of this Article, it recognizes one or both of the following means of dispute settlement as compulsory 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;

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

4. A declaration made under paragraph 2 of this Article 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.

5. Expiry of a declaration, a notice of revocation or a new 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.

6. [If the parties to a dispute have not accepted the same means of dispute settlement pursuant to paragraph 2 of this Article and if they have not been able to settle their dispute through the means in paragraph 1 of this Article within twelve months following notification by one party to another that a dispute exists between them, the dispute shall be submitted to conciliation, at the request of any of the parties to the dispute. Procedures related to conciliation shall be as set out in annex xxx to this Agreement.] (delete paras 7 and 8 if last sentence remains)

7. [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.]

8. [Additional procedures relating to conciliation shall be adopted by the Conference of the Parties, as soon as practicable, in an annex on conciliation.][Procedures related to conciliation shall be as set out in annex xxx to this Agreement.]

**Article 17. 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, 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. The secretariat shall also communicate the proposed amendment for information to the Depositary.
4. The Parties shall make every effort to reach agreement on any proposed amendment to this Agreement 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 4 of this Article shall be communicated by the secretariat to the Depositary, who shall send them to all Parties for ratification, acceptance or approval. Instruments of ratification, acceptance or approval shall be deposited with the Depositary.

6. An amendment shall enter into force for those Parties which have accepted it on the ninetieth day after the date of receipt by the Depositary of an instrument of ratification, acceptance or approval by at least three fourths of the Parties to this Agreement, that were Parties at the time at 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 ratification, acceptance or approval of the amendment.

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

8. After the entry into force of an amendment to this Agreement, any new Party to this Agreement shall become a Party to this Agreement as amended.

Article 18. Adoption and Amendment of Annexes to the Agreement

1. Annexes to this 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. Annexes shall be restricted to scientific, technical, procedural or administrative matters.

2. Annexes to this 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”].

3. [An annex or an amendment to an annex that has been adopted in accordance with paragraph 2 of this Article, 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 Parties of its adoption[, except for those Parties that have made the notification provided in paragraph 4 of this Article, 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.] (check against para 3 re. acceptance)

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

Article 19. Protocols

1. [The Conference of the Parties may, at any session, adopt protocols to this Agreement.]
2. The text of any proposed protocol shall be communicated to the Parties by the secretariat at least six months before such a session.
3. The requirements for the entry into force of any protocol shall be established by that instrument.
4. [Only Parties to this Agreement may be Parties to a protocol to this Agreement.]
5. [Decisions under any protocol shall be taken only by the Parties to the protocol concerned.]]

Article 20. Depositary

The [xxx] shall act as the Depositary of this Agreement [and of protocols adopted in accordance with Article 19].

Article 21. Signature

1. The Agreement shall be open for signature by States and regional economic integration organizations [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>. 
Article 22. Ratification, acceptance, approval or accession

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

2. It shall be open for accession as from <date when Agreement is no longer open for signature> by any State or regional economic integration organization referred to in Article 21 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 this Agreement without any of its Member States being a Party shall be bound by all the obligations under this Agreement. In the case of such organisations, one or more of whose Member States is a Party to this Agreement, [the organization and its member States shall decide on their respective responsibilities for the performance of their obligations under this Agreement. In such cases,] the organization and the member States shall not be entitled to exercise rights under this 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 this 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.]

Article 23. 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 this Agreement or accedes thereto after the deposit of the <xth> instrument of ratification, acceptance, approval or accession, this 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 Member States of the organisation.]

Article 24. Reservations

No reservations may be made to the Agreement.
Article 25. Withdrawal

1. At any time after three years from the date on which this Agreement has entered into force for a Party, that Party may withdraw from this 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 this Agreement shall be considered as also having withdrawn from any protocol to which it is a Party.]

Article 26. 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]/[States and regional economic integration organization(s)]
Annex on Arbitration
Annex on Conciliation]
ANNEX ON ARBITRATION

[Article 1]

1. A Party may initiate recourse to arbitration in accordance with Article ... of this Agreement by written notification addressed to the other party to the dispute. The notification shall be accompanied by a statement of the claim, together with any supporting documents, and shall state the subject matter for arbitration including, in particular, the articles of this Agreement the interpretation or application of which are at issue.

2. The claimant party shall notify the secretariat that the parties are referring a dispute to arbitration pursuant to Article... The notification shall state the subject matter of arbitration and include, in particular, the Articles of this Agreement the interpretation or application of which are at issue. The secretariat shall forward the information thus received to all Parties to this Agreement.

Article 2

1. In disputes between two parties, the arbitral tribunal shall consist of three members. Each of the parties to the dispute shall appoint an arbitrator and the two arbitrators so appointed shall designate by common agreement the third arbitrator who shall be the President of the tribunal. The latter shall not be a national of one of the parties to the dispute, nor have his or her usual place of residence in the territory of one of these parties, nor be employed by any of them, nor have dealt with the case in any other capacity.

2. In disputes between more than two Parties, parties in the same interest shall appoint one arbitrator jointly by agreement.

3. Any vacancy shall be filled in the manner prescribed for the initial appointment.

4. If the parties do not agree on the subject matter of the dispute before the President of the tribunal is designated, the arbitral tribunal shall determine the subject matter.

Article 3

1. If one of the parties to the dispute does not appoint an arbitrator within two months of receipt of the request, the other party may inform the [...] who shall make the designation within a further two-month period.

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3 Put a cross-reference to the Article of the Agreement governing settlement of disputes.
4 Put a cross-reference to the Article of the Agreement governing settlement of disputes.
5 Reference to be made to an eminent independent person taking into account, if appropriate, the organization invited to host the agreement. For example: the Secretary General of the United Nations, the Director-General of the Food and Agriculture Organization of the United Nations, the Executive Secretary of the Economic Commission for Europe or the President of the International Court of Justice.
2. If the President of the arbitral tribunal has not been designated within two months of the appointment of the second arbitrator, the [...] shall, at the request of a party to the dispute, designate the President within a further two-month period.

Article 4

The arbitral tribunal shall render its decisions in accordance with the provisions of this Agreement and international law.

Article 5

Unless the parties to the dispute otherwise agree, the arbitral tribunal shall determine its own rules of procedure.

Article 6

The arbitral tribunal may, at the request of one of the parties to the dispute, recommend essential interim measures of protection.

Article 7

The parties to the dispute shall facilitate the work of the arbitral tribunal and, in particular, using all means at their disposal, shall:

(a) Provide it with all relevant documents, information and facilities; and

(b) Enable it, when necessary, to call witnesses or experts and receive their evidence.

Article 8

The parties to the dispute and the arbitrators are under an obligation to protect the confidentiality of any information they receive in confidence during the proceedings of the arbitral tribunal.

Article 9

Unless the arbitral tribunal determines otherwise because of the particular circumstances of the case, the costs of the tribunal shall be borne by the parties to the dispute in equal shares. The tribunal shall keep a record of all its costs, and shall furnish a final statement thereof to the parties to the dispute.

Reference to be made to an eminent independent person taking into account, if appropriate, the organization invited to host the agreement. For example: the Secretary General of the United Nations, the Director-General of the Food and Agriculture Organization of the United Nations, the Executive Secretary of the Economic Commission for Europe or the President of the International Court of Justice.
Article 10

Any Party to this Agreement that has an interest of a legal nature in the subject matter of the dispute which may be affected by the decision in the case may, with the consent of the tribunal, obtain further information and intervene in the proceedings.

Article 11

The arbitral tribunal may hear and determine counterclaims arising directly out of the subject matter of the dispute.

Article 12

The decisions of the arbitral tribunal, both on procedure and on substance, shall be taken by a majority vote of its members.

Article 13

If one of the parties to the dispute does not appear before the arbitral tribunal or fails to defend its case, the other party may request the tribunal to continue the proceedings and to make its award. Absence of a party or a failure of a party to defend its case shall not constitute a bar to the proceedings. Before rendering its final decision, the arbitral tribunal must satisfy itself that the claim is well founded in fact and law.

Article 14

The arbitral tribunal shall render its final decision within five months of the date on which it is fully constituted, unless it finds it necessary to extend the time limit for a period which should not exceed five more months.

Article 15

The final decision of the arbitral tribunal shall be confined to the subject matter of the dispute and shall state the reasons on which it is based. It shall contain the names of the members who have participated and the date of the final decision. Any member of the tribunal may attach a separate or dissenting opinion to the final decision.

Article 16

The award shall be binding on the parties to the dispute. The interpretation of this Agreement given by the award shall also be binding upon a party intervening under Article 10 above insofar as it relates to matters in respect of which that party intervened. It shall be without appeal unless the parties to the dispute have agreed in advance to an appellate procedure.
Article 17

Any controversy which may arise between those bound by the final decision in accordance with Article 16 above, as regards the interpretation or manner of implementation of that decision may be submitted by either party for decision to the arbitral tribunal which rendered it.

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