



**NON-PAPER
ON A POSSIBLE LEGALLY BINDING AGREEMENT ON FORESTS IN EUROPE**

1 October 2010

Introduction

This Non-Paper has been developed to allow full consideration of the example elements that could be of relevance for a decision on a possible legally binding agreement on forests in Europe. The issue of a legal agreement will be considered by ministers alongside other issues concerning the framework for cooperation in Europe at the 6th Ministerial Conference of FOREST EUROPE, to be held on 14-16 June 2011 in Oslo, Norway. The Non-Paper is a technical document that, in advance of any ministerial decision, should serve as a basis for national and regional consultations on the key issues and options for a possible legal agreement.

Throughout the document, all elements are examples of content that could be incorporated into any type of legal agreement and each could be amended and/or rephrased in accordance with the negotiations. Other elements not included here could also be introduced and included during negotiations. Each element could also be of relevance to possible non legal options or arrangements.

The Non-Paper contains the following chapters:

- I. Preamble
- II. Definitions/Use of Terms
- III. Objective
- IV. Goals
- V. General Provisions
- VI. Targets
- VII. Rules, bodies and procedures, including: Conference of the Parties, right to vote, secretariat arrangements, annexes, rules for amendments, settlements of disputes, signature, development of protocols, entry into force and other related procedures.

Chapters I – VI present examples of preamble, definitions, objectives, goals, general provisions and targets which could serve as a reference for any type of agreement or institutional arrangement. These examples do not represent a preferred approach. Alternative approaches exist and could be followed.

Chapter VII presents examples of rules, procedures and other arrangements, which could serve as a reference for any type of agreement and institutional arrangement. Examples have been taken from existing international law and do not represent a preferred approach. Alternative approaches exist and could be followed.

I. Preamble

Explanatory note:

The paragraphs in the following section are examples. The final preamble may be shorter and more focused, depending on the overall purpose and content of an agreement.

1. *Being conscious* that forests and their environmental, social, cultural and economic functions have a vital role to play in the sustainable development of society,
2. *Reaffirming* that sustainable forest management is a comprehensive and dynamic policy concept and a core approach for securing all forest functions as well as for providing a lasting supply of forest goods and services,
3. *Acknowledging* the achievements of FOREST EUROPE (Ministerial Conference on the Protection of Forests in Europe) in developing tools and guidelines for sustainable forest management,
4. *Recognising* that the links between forest functions, rural development, food security, water supply, renewable energy, growing urban areas and climate change mitigation potential in forests should be explored and addressed,
5. *Recognising* the need for strategic approaches to land use and emphasising that sustainable forest management is a key component of integrated land use policies and management,
6. *Being conscious* of the increasing pressures on forests and forest resources and *concerned* that continuous changes in climate conditions will increase, inter alia, soil erosion, desertification, forest damage by pests, diseases, storms and forest fires, and put at risk the health, vitality and productivity of forests, which all can result in forest degradation and have serious adverse impacts on economies, biological diversity and environment, as well as on the social and cultural benefits of societies,
7. *Being convinced about* the need to address concerns mentioned in paragraph 6 through effective implementation of sustainable forest management,
8. *Recognising* that stable growth and health of forests and use of wood are both fundamental in safeguarding the role of forests in climate change mitigation through carbon sequestration and carbon storage and by wood as a substitute for non-renewable resources,
9. *Recognising* the urgent need for reducing green house gas emissions from deforestation and forest degradation world-wide,
10. *Recognising* that adaptation of forests to climate change is critical for securing future forest functions and services and that improved knowledge about the driving factors that concern the vulnerability and resilience of forests is urgently needed,
11. *Recognising* that maintaining forest resistance and resilience is a prerequisite for safeguarding forest biological diversity as well as effective protection against natural hazards in the long term,
12. *Recognising* the importance of economic functions of forests and their potential in fostering a green economy and for generating and maintaining jobs and income, contributing to rural development and enabling the long term economic viability and competitiveness of forestry and forest-based industries,

13. *Recognising* the relationship between people and forests and that the social and cultural dimensions of sustainable forest management are reflected in landscapes, historical sites and monuments, artistic, traditional or linguistic knowledge, values, experiences and traditional practices related to forests and uses of wood, non-wood forest goods and forest services,
14. *Recognising* the importance of the full value of multiple services provided by forests and the need for adequate means and measures to secure these services,
15. *Being concerned* about the negative impacts of illegal logging and related trade on society, the environment and markets, and *convinced about* the need to further strengthen efforts to improve forest law enforcement and governance,
16. *Being aware* that the practice of sustainable forest management has always relied on many different ownership structures, including large numbers of private as well as public owners,
17. *Taking into account* that the economic component of sustainable forest management depends on the maintenance of a downstream activity cluster of specialized forest related enterprises, public administration entities, as well as the wood processing know how of a highly qualified workforce,
18. *Recognising* the need for adequate and accessible forest information at all levels of decision making and the continuous need for forest inventories, monitoring, assessing and reporting progress on implementation of sustainable forest management, as well as the need for science based knowledge,
19. *Being convinced about* the need to take effective measures to improve understanding between policy makers, forest owners, practitioners and the scientific community in order to better use scientific knowledge and research results relevant to forests and the forest sector as a sound basis for decision making,
20. *Recognising* that different policy areas strongly influence forests, having an effect on the implementation of a holistic policy approach to forests as taken by the concept of sustainable forest management;
21. *Recognising* the need to improve the exchange of information on forests and sustainable forest management and promote education, training and communication in order to better interact with society,
22. *Reaffirming* the significant contribution of stakeholders in the planning, development and implementation of sustainable forest management,
23. *Referring to* the sovereignty of countries with regard to managing their natural resources and recognising the different needs across Europe, which are based on each country's specific geographic and forest conditions, but also *considering* that countries share common interests and have common but differentiated responsibilities regarding sustainable management of their forests,
24. *Recognising* that all countries share challenges to their forests, and *being convinced* of the importance of international cooperation to address these challenges,
25. *Recognising* the role that sustainable forest management plays in delivering on the variety of commitments taken under the Convention on Biological Diversity and its Programme of Work on Forest Biodiversity, the U.N. Framework Convention on Climate Change and its Kyoto Protocol as well as the U.N. Convention on Combating Desertification, the Convention on International Trade in Endangered Species of Wild Fauna and Flora, the International Tropical Timber Agreement and the Ramsar Convention on Wetlands,

26. *Recalling* the advances achieved in the international community with regard to sustainable forest management including, but not limited to the Non legally binding authoritative statement of principles for a global consensus on the management, conservation and sustainable development of all types of forests, Chapter 11 of Agenda 21, the Rio Declaration, the Intergovernmental Panel on Forests/Intergovernmental Forum on Forests/the U.N. Forum on Forests including the U.N. Non –legally binding instrument on all types of forests (NLBI), the Johannesburg Declaration on Sustainable Development and the Millennium Development Goals as well as the International Tropical Timber Agreement,
27. *Taking into account* the obligations of the European Union Member States arising from the EU Treaties, the body of standing EU legislation and EU forest-related policies and instruments, such as the FLEGT Action Plan and the Forestry Strategy for the EU,
28. *Reaffirming the need to* further contribute to the international forest policy dialogue and the achievement of the Four Global Objectives on Forests of the non –legally binding instrument on all types of forests by continued and strengthened cooperation on forest issues,
29. *Recalling* the forest-relevant provisions of the Alpine Convention, Carpathian Convention, the European Forest Institute Convention, the European Landscape Convention and the Bern Convention, the Convention on the Protection and Use of Transboundary Watercourses and International Lakes,
30. *Recognising* the need to complement and enhance existing international, regional and sub-regional agreements, cooperation and initiatives relevant to sustainable forest management,
31. *Being aware of* progress made in implementing the commitments made at previous FOREST EUROPE Ministerial Conferences and of the emerging challenges, and *building* on the twenty years of achievements and experiences and continuous efforts of FOREST EUROPE to strengthen the economic, social, environmental and cultural aspects of forests at all levels,

Have agreed as follows:

II. Definitions/ Use of Terms

Explanatory note:

The list of definitions will be determined by the actual content of the possible legal agreement. In general, definitions should, as far as possible, build on existing agreed definitions, including those widely used definitions in other respective fora, e.g. the UN definition on green economy and mitigation of climate change. If a decision to enter into negotiations is taken, definitions, for the purpose of this agreement, may be developed and agreed, and they may include, inter alia, the following: forests, sustainable forest management, forests types, afforestation, reforestation, forest restoration, other wooded land, forest ecosystem services, illegal logging, governance, forest ownership/tenure, forest functions, sustainability criteria and others.

III. Objective

Explanatory note:

This is an example of an objective. Objectives may vary depending on the type of legal agreement and its overall purpose.

The objective of this agreement is to achieve balanced and stable continuity of all economic, environmental, cultural and social forest functions at a levels that would secure the long term provision of goods and services from forests through sustainable forest management, and to enhance cooperation in Europe to this end while also contributing to the internationally agreed goals and objectives on sustainable development, notably in the fields of renewable energy, climate change, biodiversity and rural development, including the Four Global Objectives on Forests.

IV. Goals

Explanatory note:

The paragraphs in the following section are examples. The goals may vary depending on the overall purpose of an agreement.

In order to achieve the objective of this agreement the Parties shall endeavour to achieve the following goals through sustainable forest management:

1. Ensure multiple forest functions and the lasting provision of goods and services, in all European forests through sustainable forest management,
2. Maintain and enhance forest resources in Europe, their health, vitality and resilience, and their adaptation to climate change,
3. Protect forests against natural hazards and human induced threats,
4. Enhance the contributions of forests to the mitigation of climate change through carbon sequestration and storage and use of wood for substitution of non-renewable materials and energy,
5. Maintain and enhance the productive potential of European forests for providing renewable raw material and biomass in a sustainable manner,
6. Halt the loss of forest biodiversity in Europe,
7. Create enabling conditions for forests owners and the sector at large to enhance the competitiveness (economic functions) of European forests and to contribute to a green economy, employment and the development of rural and urban areas,
8. Contribute to the quality of life through the strengthening of social and cultural, as well as economic and environmental functions of forests in Europe,
9. Maintain and enhance the quantity and quality of environmental services from European forests in a sustainable manner,

10. Reduce, with the aim of eliminating, illegal logging and associated trade in timber and timber products,
11. Improve the forest knowledge base through research, information sharing and communication and enhance cooperation on forests and participation at local, national, regional and global levels.

V. General provisions

Explanatory note:

The elements in the following section are examples. They include both, principles and provisions. The actual commitments and their level and scope would be determined by negotiations.

There are various ways to handle the incorporation of existing tools and guidance such as pan-European Criteria and Indicators for sustainable forest management in the legal framework. Similarly, there are different approaches that could be taken for the handling of specific commitments taken after the agreement has been concluded.

For example, such provisions could be included in the substantive text of the Agreement, or could be adopted as an Annex or Protocol. In such a situation, their amendment would be governed by the provision in the Agreement itself. Alternatively they could be included in legally binding or non-legally binding Conference of the Parties (COP) decisions, amendable by future COP decisions. The advantages and disadvantages of the different approaches would need to be considered.

1.

Parties agree that 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 fulfil, 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.

2.

When implementing sustainable forest management parties shall respect the following principles:

- a. Each party is responsible for the sustainable management of its forests and for the development of its related policies.
- b. Parties share common interests and responsibilities concerning forests.
- c. Parties, taking into account their common but differentiated responsibilities, cooperate to protect and manage forests for the benefit of present and future generations.
- d. Parties agree that achieving sustainable forest management requires good governance, including clear land tenure and ownership rights, stable and effective institutions, and adequate legislation based on broad social consensus.
- e. Parties agree that sustainable forest management benefits from adequate participation of stakeholders, the involvement of the science community, an appropriate knowledge base, enabling conditions for forest owners and a qualified and skilled work force.

3.

Parties shall use the concept of sustainable forest management contained in paragraph 1 and apply the principles contained in paragraph 2 when formulating national policies.

4.

When developing their sectoral policies, such as agriculture and rural development, environment, land-use planning and water management, energy, mining, tourism and recreation, transport and urban planning, Parties shall take appropriate measures to take into account the principles of sustainable forest management.

5.

In order to further support the achievement of the objective of this agreement, Parties commit to use existing and appropriate guidance for sustainable forest management as developed by the FOREST EUROPE.

6.

1. Parties agree to use the following six Pan-European 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 forest resources and their contribution to global carbon cycles;
- II. Maintenance of forest ecosystems health and vitality;
- III. Maintenance and encouragement of productive functions of forests (wood and non-wood);
- 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);
- VI. Maintenance of other socio-economic functions and conditions.

2. Parties agree to use the Pan-European Indicators¹ associated to the Criteria for Sustainable Forest Management as a guiding framework for monitoring and reporting on sustainable forest management and as a framework to develop national level indicators.

3. For the purpose of verifying sustainability of forests management, on the basis of the Pan-European Criteria for Sustainable Forest Management, guidelines shall be developed.

7.

1. Parties agree to formulate, implement and periodically update national forest programmes, action plans or equivalents, as a tool for delivering the objective of this agreement at the national level and in particular to secure public participation in a national forest policy development.

2. Parties shall take into account The Pan-European Approach to National Forest Programmes² when developing their national forest programmes, action plans or equivalents.

8.

1. Parties agree to take effective measures to facilitate adaptation of forests to climate change and mitigation of climate change through the following:

(a) Parties shall take effective measures to adapt their forests to climate change and to adopt forest management practices as a response to changing climatic conditions. Each Party will ensure that forests and sustainable forest management are included in national adaptation policies, plans or strategies.

(b) Parties shall implement sustainable forest management in a way that helps to optimise the potential of forests, including forest soils, to act as carbon sinks in the long run.

¹ *Improved Pan-European Indicators for sustainable forest management*, Annex 2 to the Vienna Declaration, 2003 could be presented in an annex of a possible legally binding agreement.

² Vienna Resolution 1, 2003

(c) Parties shall promote the long term benefits of sustainably produced wood for different uses, as a source to substitute fossil materials, and to serve as a carbon sink.

9.

1. Parties agree to ensure forest protection through sustainable forest management practices, including measures such as promoting afforestation, forest restoration and the enhancement of forest protected areas.

2. Parties agree to further develop measures to effectively protect, restore and increase forest biodiversity and to contribute to the achievements of internationally agreed goals and commitments on biodiversity. Coherent approaches and/or actions shall be taken further by the Conference of the Parties.

10.

Parties shall take appropriate measures within the framework of sustainable forest management to increase the contribution of forests, forestry and the forest-based sector to a green economy.

11.

Parties shall ensure that policy measures provide enabling conditions for long-term investments in the forest sector.

12.

Parties shall work towards development of measures in order to broaden and diversify the financial basis for sustainable forest management, which may include economic tools, such as payments for ecosystem services.

13.

Parties shall ensure that national and regional strategies on rural development incorporate sustainable forest management.

14.

Parties agree to further develop measures through sustainable forest management to effectively protect, restore and increase forest ecosystem services, such as water and soil protection. Coherent approaches and/or actions may be taken further by the Conference of the Parties.

15.

Parties shall cooperate closely to ensure that internationally traded timber exported or imported into their respective territories derives from sustainably managed and legally harvested forests, and shall improve information exchange concerning the legality of harvested timber and associated trade.

16.

Parties shall pursue policies aimed at the preservation and promotion of the cultural heritage and forest-related traditional knowledge of indigenous peoples and local communities.

17.

Parties shall report before each Conference of the Parties on a regular basis, taking into account the need to minimise duplication of efforts, on the status and development of its forests and their sustainable management, using the Pan-European Criteria as specified in paragraph 6, and indicators, and in accordance with the specific format as presented in the Annex xxxx (which shall refer to existing reporting systems and cooperation on reporting).

18.

Parties shall improve information, evidence base, knowledge and understanding of forest conditions and factors affecting forests in order to provide for sound and effective policies and for international reporting.

19.

Parties shall pursue actions aimed at increasing awareness of the importance of forests to society and the global environment including promoting the sound and sustainable use of wood as a carbon sink and as a renewable raw material.

20.

Parties shall pursue actions aimed at promoting innovations and scientific research and education and training on forests and forest related issues.

21.

Parties shall enhance international cooperation, technical assistance and technology transfer regarding sustainable forest management.

VI. Targets

Explanatory Note:

It is possible to have a legal agreement that does not contain any targets, or Parties may decide to develop shared measurable targets in order to achieve the goals of an agreement or may agree on developing national-level targets.

1. Parties commit to develop and implement individually quantified national-level targets in support of achieving the objective and goals of this agreement, for year/time frame, to be submitted in the format in Annex 1 by xxxx. Delivery of targets will be measured, reported and verified in accordance with the guidelines developed and adopted by the Conference of the Parties.
2. Parties may also decide to develop targets jointly.

VII. Rules, bodies and other procedures

Explanatory note:

Chapter VII presents examples of rules, procedures and other arrangements taken from existing international law, which could serve as reference for any type of agreement and institutional arrangement. The examples do not represent preferred approaches and there are other approaches that exist and that could be followed. Which track to follow in this regard and all specifications concerning rules and procedures, arrangements for the secretariat and other bodies, who should become a party to the agreement, amendments to the agreement, compliance rules, settlements of disputes, development of decisions and protocols, ratification, entry into force and other arrangements are to be determined by negotiations.

The possible parties to this agreement are referred to as “any state or regional economic integration organisation”, which is an example taken from certain UN conventions. However, when this and other related texts will be further developed it may be more appropriate that the EU be referred to in its own right as “the European Union”.

Conference of the Parties

1. A Conference of the Parties is hereby established.
2. The Conference of the Parties shall, at its first session, adopt its own rules of procedure, 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.
3. 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:
 - a. Review the policies for and legal and methodological approaches (such as indicators, standards, guidelines) to sustainable forest management with a view to further improving them,
 - b. Promote and facilitate the exchange of information on measures adopted by the Parties for and experience gained in implementing sustainable forest management,
 - c. Establish at its first Conference of the Parties and further revise at its next sessions, a program of work/keep it under review at each session of its Conference of the Parties,
 - d. Seek, where appropriate, the services of relevant bodies and competent international bodies and specific committees in all aspects pertinent to the achievement of the purposes/objectives of this agreement,
 - e. Establish any subsidiary bodies as they deem necessary for the implementation of the agreement,
 - f. Consider and undertake any additional action that may be required for the achievement of the purposes/objectives of this agreement.
4. The United Nations, its specialised agencies, as well as any State or regional economic integration organization entitled under article xxx to sign this agreement but which is not a Party to this agreement, and any intergovernmental organisation qualified in the fields to which this agreement relates, shall be entitled to participate as observers in the meetings of the Parties. Their admission and participation shall be subject to the rules of procedures adopted by the Conference of the Parties.
5. Any non-governmental organisation, qualified in the fields to which this agreement relates, which has informed the xxx of its wish to be represented at a meeting of the Parties shall be entitled to participate as an observer unless at least one third of the Parties present in the meeting raise objections. Their admission and participation shall be subject to the rules of procedures adopted by the Conference of the Parties.
6. For the purposes of paragraphs 4 and 5 above, the rules of procedure referred to in paragraph xxx above shall provide for practical arrangements for the admittance procedure and other relevant terms.

Secretariat

Explanatory note:

How and where to establish the secretariat will be decided through negotiations. The secretariat could be set up on a permanent basis, or it could be organised to rotate from country to country (as is the current practice with the FOREST EUROPE Liaison Unit). Alternatively, the executive secretary of an existing organisation could be mandated to carry out the secretariat functions. For example, the UNECE, FAO, UNEP, the European Forest Institute, Council of Europe or another organisation or government could perform the secretariat duties. An interim secretariat could be established, if needed, before a permanent secretariat is in place. This chapter describes possible functions of a secretariat relevant to any type of agreement and institutional arrangement.

1. A secretariat is hereby established and shall carry out the secretariat functions as set out in para 2.
2. The functions of the secretariat shall be:
 - a. To make arrangements for sessions of the Conference of the Parties 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 designate a permanent secretariat and make arrangements for its functioning (or interim secretariat firstly).

Explanatory note:

This chapter presents examples, which are based on usual practice within international agreements. Other examples from international institutions and agreements exist.

Annexes

1. The 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.

Amendments to the Agreement

1. Any Party may propose amendments to this agreement.
2. The text of any proposed amendment to this agreement shall be submitted in writing to xxxx, who shall communicate it to all Parties at least ninety days before the meeting of the Parties at which it is proposed for adoption.
3. 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.
4. Amendments to this agreement adopted in accordance with paragraph 3 above shall be communicated by the Depositary to all Parties for ratification, approval or acceptance. Amendments to this agreement other than those to an annex shall enter into force for Parties having ratified, approved or accepted them on the ninetieth day after the receipt by the Depositary of notification of their ratification, approval or acceptance by at least three fourths of these Parties. Thereafter they shall enter into force for any other Party on the ninetieth day after that Party deposits its instrument of ratification, approval or acceptance of the amendments.
5. Any Party that is unable to approve an amendment to an annex to this agreement shall so notify the Depositary in writing within twelve months from the date of the communication of the adoption. 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 amendments to such an annex shall become effective for that Party.
6. On the expiry of twelve months from the date of its communication by the Depositary as provided for in paragraph 4 above an amendment to an annex shall become effective for those Parties which have not submitted a notification to the Depositary in accordance with the provisions of paragraph 5 above, provided that not more than one third of the Parties have submitted such a notification.
7. For the purposes of this article, "Parties present and voting" means Parties present and casting an affirmative or negative vote.

Protocols

Explanatory note:

This chapter presents an example, which is based on usual practice within international agreements. Other examples from international institutions and agreements exist.

1. The Conference of the Parties may, at any ordinary session, 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 such a session.
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.
5. Decisions under any protocol shall be taken only by the Parties to the protocol concerned.

Compliance

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 co-operate) 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.

Settlement of disputes

Explanatory note:

This chapter presents an example, which is based on usual practice within international agreements. Other examples from international institutions and agreements exist.

1. If a dispute arises between two or more Parties about the interpretation or application of this agreement, they shall seek a solution by negotiation or by any other means of dispute settlement acceptable to the parties to the dispute.
2. When signing, ratifying, accepting, approving or acceding to this agreement, or at any time thereafter, a Party may declare in writing to the Depositary that, for a dispute not resolved in accordance with paragraph 1 above, it accepts 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;
 - b. Arbitration in accordance with the procedure set out in annex xxx on arbitration.
3. 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.

Right to vote

Explanatory note:

This chapter presents an example, which is based on usual practice within international agreements. Other examples from international institutions and agreements exist.

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

2. Regional economic integration organisations, 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 organisations shall not exercise their right to vote if their member States exercise theirs, and vice versa.

Signature

Explanatory note:

An international agreement usually is open for signature at an agreed location and time. An international agreement could also remain open for signature indefinitely.

Ratification, acceptance, approval or accession

Explanatory note:

This chapter presents an example, which is based on usual practice within international agreements. Other examples from international institutions and agreements exist.

1. The agreement shall be subject to ratification, acceptance, approval or accession by States and by regional economic integration organisations. It shall be open for accession from the day after the date on which the agreement is closed for signature. Instruments of ratification, acceptance, approval or accession shall be deposited with the Depositary.
2. 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 organisation and its member States shall decide on their respective responsibilities for the performance of their obligations under the agreement. In such cases, the organisation and the member States shall not be entitled to exercise rights under the agreement concurrently.
3. 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

Explanatory note:

The paragraphs below present an example, which is based on usual practice within international agreements. It can also be decided that an agreement could enter into force after an agreed time e.g. four months and after xxx number of States have become Parties to an agreement. Other examples from international agreements also exist.

1. The agreement shall enter into force on the x day after the date of deposit of the 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

Explanatory note:

This chapter presents an example, which is based on usual practice within international agreements. Other examples from international institutions and agreements exist.

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.

Depositary

Explanatory note:

This chapter presents an example, which is based on usual practice within international agreements. Other examples from international institutions and agreements exist.

The Secretary-General of the United Nations or a state, or xxxx shall act as the Depositary of this agreement.

Authentic texts

Explanatory note:

This chapter presents an example, which is based on usual practice within international agreements. Other examples from international institutions and agreements exist.

The original of this agreement, of which the English, French, Russian, xxxx texts are equally authentic, shall be deposited with yyyy.

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

DONE at xxxx.

Annex 1. TARGETS

Party	Quantified targets for xxxx year