



United Nations
Conference
on Trade and
Development

Distr.
LIMITED

TD/TIMBER.3/L.5
29 June 2005

Original: ENGLISH

United Nations Conference for the
Negotiation of a Successor Agreement to the
International Tropical Timber Agreement, 1994
Third part
Geneva, 27 June – 1 July 2005

PREPARATION OF A SUCCESSOR AGREEMENT
TO THE INTERNATIONAL TROPICAL TIMBER AGREEMENT, 1994

**ARTICLES APPROVED INFORMALLY DURING THE
THIRD PART OF THE CONFERENCE**

CHAPTER III. ORGANIZATION AND ADMINISTRATION

ARTICLE 4 MEMBERSHIP IN THE ORGANIZATION

There shall be two categories of membership in the Organization, namely:

- (a) Producer; and
- (b) Consumer.

CHAPTER IV. INTERNATIONAL TROPICAL TIMBER COUNCIL

ARTICLE 6 COMPOSITION OF THE INTERNATIONAL TROPICAL TIMBER COUNCIL

1. The highest authority of the Organization shall be the International Tropical Timber Council, which shall consist of all the members of the Organization.
2. Each member shall be represented in the Council by one representative and may designate alternates and advisers to attend sessions of the Council.
3. An alternate shall be empowered to act and vote on behalf of the representative during the latter's absence or in special circumstances.

ARTICLE 11 VOTING PROCEDURE OF THE COUNCIL

1. Each member shall be entitled to cast the number of votes it holds, and no member shall be entitled to divide its votes. A member may, however, cast differently from such votes any votes that it is authorized to cast under paragraph 2 of this article.
2. By written notification to the Chairman of the Council, any producer member may authorize, under its own responsibility, any other producer member, and any consumer member may authorize, under its own responsibility, any other consumer member, to represent its interests and to cast its votes at any meeting of the Council.
3. When abstaining, a member shall be deemed not to have cast its votes.

ARTICLE 13 QUORUM FOR THE COUNCIL

1. The quorum for any meeting of the Council shall be the presence of a majority of members of each category referred to in article 4, provided that such members hold at least two thirds of the total votes in their respective categories.
2. If there is no quorum in accordance with paragraph 1 of this article on the day fixed for the meeting and on the following day, the quorum on the subsequent days of the session shall be the presence of a majority of members of each category referred to in article 4, provided that such members hold a majority of the total votes in their respective categories.

3. Representation in accordance with article 11, paragraph 2, shall be considered as presence.

ARTICLE 15 COOPERATION AND COORDINATION WITH OTHER ORGANIZATIONS

1. In pursuing the objectives of the Agreement, the Council shall make arrangements as appropriate for consultations and cooperation with the United Nations and its organs and specialized agencies, including the United Nations Conference on Trade and Development (UNCTAD) and other relevant international and regional organizations, institutions and instruments, as well as the private sector, non-governmental organizations and civil society.
2. The Organization shall, to the maximum extent possible, utilize the facilities, services and expertise of intergovernmental, governmental or non-governmental organizations, civil society and the private sector in order to avoid duplication of efforts in achieving the objectives of this Agreement and to enhance the complementarity and the efficiency of their activities
3. The Organization shall take full advantage of the facilities of the Common Fund for Commodities.

CHAPTER VI. FINANCE

ARTICLE 22 FORMS OF PAYMENT

1. Financial contributions to accounts established under Article 18 shall be payable in freely convertible currencies and shall be exempt from foreign-exchange restrictions.
2. The Council may also decide to accept other forms of contributions to the accounts established under Article 18 other than the administrative account, including scientific and technical equipment or personnel, to meet the requirements of approved projects.

ARTICLE 23 AUDIT AND PUBLICATION OF ACCOUNTS

1. The Council shall appoint independent auditors for the purpose of auditing the accounts of the Organization.
- 2. Independently audited statements of the accounts established under Article 18 shall be made available to members as soon as possible after the close of each financial year, but not later than six months after that date, and be considered for approval by the Council at its next session, as appropriate. A summary of the audited accounts and balance sheet shall thereafter be published.

CHAPTER X. MISCELLANEOUS

ARTICLE 31
GENERAL OBLIGATIONS OF MEMBERS

1. Members shall, for the duration of this Agreement, use their best endeavours and cooperate to promote the attainment of its objectives and to avoid any action contrary thereto.
2. Members undertake to accept and carry out the decisions of the Council under the provisions of this Agreement and shall refrain from implementing measures that would have the effect of limiting or running counter to them.

CHAPTER XI. FINAL PROVISIONS

ARTICLE 43
WITHDRAWAL

1. A member may withdraw from this Agreement at any time after the entry into force of the Agreement by giving written notice of withdrawal to the depositary. That member shall simultaneously inform the Council of the action it has taken.
2. Withdrawal shall become effective 90 days after the notice is received by the depositary.
3. Financial obligations to the Organization incurred by a member under this Agreement shall not be terminated by its withdrawal.

ARTICLE 45
SETTLEMENT OF ACCOUNTS WITH WITHDRAWING OR EXCLUDED MEMBERS
OR MEMBERS UNABLE TO ACCEPT AN AMENDMENT

1. The Council shall determine any settlement of accounts with a member that ceases to be a party to this Agreement owing to:
 - (a) Non-acceptance of an amendment to this Agreement under article 42;
 - (b) Withdrawal from this Agreement under article 43; or
 - (c) Exclusion from this Agreement under article 44.
2. The Council shall retain any assessments or contributions paid to the financial accounts established under Article 18 by a member that ceases to be a party to this Agreement.
3. A member that has ceased to be a party to this Agreement shall not be entitled to any share of the proceeds of liquidation or the other assets of the Organization. Nor shall such member be liable for payment of any part of the deficit, if any, of the Organization upon termination of this Agreement.

ARTICLE 47
RESERVATIONS

Reservations may not be made with respect to any of the provisions of this Agreement.

ARTICLE 48
SUPPLEMENTARY AND TRANSITIONAL PROVISIONS

1. This Agreement shall be the successor to the International Tropical Timber Agreement, 1994.

2. All acts by or on behalf of the Organization or any of its organs under the International Tropical Timber Agreement, 1983, and/or the International Tropical Timber Agreement, 1994, which are in effect on the date of entry into force of this Agreement and the terms of which do not provide for expiry on that date shall remain in effect unless changed under the provisions of this Agreement.