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

ARTICLES APPROVED INFORMALLY
Articles 4, 6, 8, 11, 13, 15, 17, 30, 31, 34, 35, 36, 37, 43, 47 and 48

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 8 CHAIRMAN AND VICE-CHAIRMAN OF THE COUNCIL

1. The Council shall elect for each calendar year a Chairman and a Vice-Chairman, whose salaries shall not be paid by the Organization.
2. The Chairman and the Vice-Chairman shall be elected, one from among the representatives of producer members and the other from among the representatives of consumer members.
3. These offices shall alternate each year between the two categories of members, provided, however, that this shall not prohibit the re-election of either or both, under exceptional circumstances.
4. In the temporary absence of the Chairman, the Vice-Chairman shall assume the functions of the Chairman. In the temporary absence of both the Chairman and the Vice-Chairman, or in the absence of one or both of them for the rest of the term for which they were elected, the Council may elect new officers from among the representatives of the producer members and/or from among the representatives of the consumer members, as the case may be, on a temporary basis or for the rest of the term for which the predecessor or predecessors were elected.

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 V. PRIVILEGES AND IMMUNITIES

ARTICLE 17 PRIVILEGES AND IMMUNITIES

1. The Organization shall have legal personality. It shall in particular have the capacity to contract, to acquire and dispose of movable and immovable property, and to institute legal proceedings.
2. The status, privileges and immunities of the Organization, of its Executive Director, its staff and experts, and of representatives of members while in the territory of Japan shall continue to be governed by the Headquarters Agreement between the Government of Japan and the International Tropical Timber Organization signed at Tokyo on 27 February 1988, with such amendments as may be necessary for the proper functioning of this Agreement.
3. The Organization may conclude, with one or more countries, agreements to be approved by the Council relating to such capacity, privileges and immunities as may be necessary for the proper functioning of this Agreement.
4. If the headquarters of the Organization is moved to another country, the member in question shall, as soon as possible, conclude with the Organization a headquarters agreement to be approved by the Council. Pending the conclusion of such an Agreement, the Organization shall request the new host Government to grant, within the limits of its national legislation, exemption from taxation on remuneration paid by the Organization to its employees, and on the assets, income and other property of the Organization.
5. The Headquarters Agreement shall be independent of this Agreement. It shall, however, terminate:
 - (a) By agreement between the host Government and the Organization;
 - (b) In the event of the headquarters of the Organization being moved from the country of the host Government; or
 - (c) In the event of the Organization ceasing to exist.

CHAPTER IX. STATISTICS, STUDIES AND INFORMATION

ARTICLE 30 ANNUAL REPORT AND REVIEW

1. The Council shall publish an annual report on its activities and such other information as it considers appropriate.
2. The Council shall biennially review and assess:
 - (a) The international timber situation;

- (b) Other factors, issues and developments considered relevant to achieving the objectives of this Agreement.
3. The review shall be carried out in the light of:
- (a) Information supplied by members in relation to national production, trade, supply, stocks, consumption and prices of timber;
 - (b) Other statistical data and specific indicators provided by members as requested by the Council; and
 - (c) Information supplied by members on their progress towards the sustainable management of their timber-producing forests;
 - (d) Such other relevant information as may be available to the Council either directly or through the organizations in the United Nations system and intergovernmental, governmental or non-governmental organizations;
 - (e) Information supplied by members on their progress towards the establishment of control and information mechanisms regarding illegal harvesting and illegal trade in tropical timber and non-timber forest products.— —
4. The Council shall promote the exchange of views among member countries regarding:
- (a) The status of sustainable management of timber-producing forests and related matters in member countries;
 - (b) Resource flows and requirements in relation to objectives, criteria and guidelines set by the Organization.
5. Upon request, the Council shall endeavour to enhance the technical capacity of member countries, in particular developing member countries, to obtain the data necessary for adequate information-sharing, including the provision of resources for training and facilities to members.
6. The results of the review shall be included in the reports of the Council's deliberations.

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.

ARTICLE 34

DIFFERENTIAL AND REMEDIAL MEASURES AND SPECIAL MEASURES

1. Consumer members that are developing countries whose interests are adversely affected by measures taken under this Agreement may apply to the Council for appropriate differential and remedial measures. The Council shall consider taking appropriate measures in accordance with section III, paragraphs 3 and 4, of resolution 93 (IV) of the United Nations Conference on Trade and Development.

2. Members in the category of least developed countries as defined by the United Nations may apply to the Council for special measures in accordance with section III, paragraph 4, of resolution 93 (IV) and with paragraphs 56 and 57 of the Paris Declaration and Programme of Action for the Least Developed Countries for the 1990s.

ARTICLE 35

REVIEW

The Council may evaluate the implementation of this Agreement, including the objectives and financial mechanisms, five years after its entry into force.

ARTICLE 36

NON-DISCRIMINATION

Nothing in this Agreement authorizes the use of measures to restrict or ban international trade in, and in particular as they concern imports of, and utilization of, timber and timber products.

CHAPTER XI. FINAL PROVISIONS

ARTICLE 37

DEPOSITARY

The Secretary-General of the United Nations is hereby designated as the depositary of this Agreement.

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 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.