CORRIGENDA

Corrigendum to Council Decision 85/424/EEC of 26 March 1985 on the application of the International Agreement on Tropical Timber, 1983

(Official Journal of the European Communities No L 236 of 3 September 1985)

1. Page 8, Article 1:

The following paragraph is added:

'The text of the Agreement is attached to this Decision.'

2. The following text is attached to the Decision:

INTERNATIONAL TROPICAL TIMBER AGREEMENT, 1983

PREAMBLE

THE PARTIES TO THIS AGREEMENT,

RECALLING the Declaration and the Programme of Action on the Establishment of a New International Economic Order adopted by the General Assembly,

RECALLING resolutions 93 (IV) and 124 (V) on the Integrated Programme for Commodities adopted by the United Nations Conference on Trade and Development at its fourth and fifth sessions,

RECOGNIZING the importance of, and the need for, proper and effective conservation and development of tropical timber forests with a view to ensuring their optimum utilization while maintaining the ecological balance of the regions concerned and of the biosphere,

RECOGNIZING the importance of tropical timber to the economies of members, particularly to the exports of producing members and the supply requirements of consuming members,

DESIRING to establish a framework of international cooperation between producing and consuming members in finding solutions to the problems facing the tropical timber economy,

HAVE AGREED as follows:

CHAPTER I

OBJECTIVES

Article 1

Objectives

With a view to achieving the relevant objectives adopted by the United Nations Conference on Trade and Development in its resolutions 93 (IV) and 124 (V) on the Integrated Programme for Commodities, for the benefit of both producing and consuming members and bearing in mind the sovereignty of producing members over their natural resources, the objectives of the International Tropical Timber Agreement, 1983 (hereinafter referred to as 'this Agreement') are:

(a) To provide an effective framework for cooperation and consultation between tropical timber producing and consuming members with regard to all relevant aspects of the tropical timber economy;

(b) To promote the expansion and diversification of international trade in tropical timber and the improvement of structural conditions in the tropical timber market, by taking into account, on the one hand, a long-term increase in consumption and continuity of supplies, and, on the other, prices which are remunerative to producers and equitable for consumers, and the improvement of market access;

(c) To promote and support research and development with a view to improving forest management and wood utilization;

(d) To improve market intelligence with a view to ensuring greater transparency in the international tropical timber market;

(e) To encourage increased and further processing of tropical timber in producing member countries with a view to promoting their industrialization and thereby increasing their export earnings;

(f) To encourage members to support and develop industrial tropical timber reforestation and forest management activities;

(g) To improve marketing and distribution of tropical timber exports of producing members;

(h) To encourage the development of national policies aimed at sustainable utilization and conservation of tropical forests and their genetic resources, and at maintaining the ecological balance in the regions concerned.

CHAPTER II

DEFINITIONS

Article 2

Definitions

For the purposes of this Agreement:

(1) 'Tropical timber' means non-coniferous tropical wood for industrial uses, which grows or is produced in the countries situated between the Tropic of Cancer and the Tropic of Capricorn. The term covers logs, sawn wood, veneer sheets and plywood. Plywood which includes in some measure conifers of tropical origin shall also be covered by this definition;

(2) 'Further processing' means the transformation of logs into primary wood products, semi-finished and finished products made wholly or almost wholly of tropical timber;

(3) 'Member' means a Government or an intergovernmental organization referred to in Article 5 which has consented to be bound by this Agreement whether it is in force provisionally or definitively;

(4) 'Producing member' means any country with tropical forest resources and/or a net exporter of tropical timber in volume terms which is listed in Annex A and which becomes a party to this Agreement, or any country with tropical forest resources and/or a net exporter of tropical timber in volume terms which is not so listed and which becomes a party to this Agreement and which the Council, with the consent of that country, declares to be a producing member;

(5) 'Consuming member' means any country listed in Annex B which becomes a party to this Agreement, or any country not so listed which becomes a party to this Agreement and which the Council, with the consent of that country, declares to be a consuming member;

(6) 'Organization' means the International Tropical Timber Organization established in accordance with Article 3;

(7) 'Council' means the International Tropical Timber Council established in accordance with Article 6;

(8) 'Special vote' means a vote requiring at least two-thirds of the votes cast by producing members present and voting and at least 60 % of the votes cast by consuming members present and voting, counted separately, on condition that these votes are cast by at least half of the producing members present and voting and at least half of the consuming members present and voting;

(9) 'Simple distributed majority vote' means a vote requiring more than half of the votes cast by producing members present and voting and more than half of the votes cast by consuming members present and voting, counted separately;

(10) 'Financial year' means the period from 1 January to 31 December inclusive;

(11) 'Freely usable currencies' means the Deutsch mark, the French franc, the Japanese yen, the pound sterling, the United States dollar and any other currency which has been designated from time to time by a competent international monetary organization as being in fact widely used to make payments for international transactions and widely traded in the principal exchange markets.

CHAPTER III

ORGANIZATION AND ADMINISTRATION

Article 3

Establishment, headquarters and structure of the International Tropical Timber Organization

1. The International Tropical Timber Organization is hereby established to administer the provisions and supervise the operation of this Agreement.

2. The Organization shall function through the International Tropical Timber Council established under

Article 6, the committees and other subsidiary bodies referred to in Article 24, and the Executive Director and staff.

3. The Council shall, at its first session, decide on the location of the headquarters of the Organization.

4. The headquarters of the Organization shall at all times be located in the territory of a member.

Article 4

Membership in the Organization

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

(a) Producing; and

(b) Consuming.

Article 5

Membership by intergovernmental organizations

1. Any reference in this Agreement to 'Governments' shall be construed as including the European Economic Community and any other intergovernmental organization having responsibilities in respect of the negotiation, conclusion and application of international agreements, in particular commodity agreements. Accordingly, any reference in this Agreement to signature, ratification, acceptance or approval, or to notification of provisional application, or to accession shall, in the case of such intergovernmental organizations, be construed as including a reference to signature ratification, acceptance or approval, or to notification of provisional application, or to accession, by such intergovernmental organizations.

2. In the case of voting on matters within their competence, such intergovernmental organizations shall vote with a number of votes equal to the total number of votes attributable to their Member States in accordance with Article 10. In such cases, the Member States of such intergovernmental organizations shall not be entitled to exercise their individual voting rights.

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 representative shall be empowered to act and vote on behalf of the representative during the latter's absence or in special circumstances.

Article 7

Powers and functions of the Council

1. The Council shall exercise all such powers and perform or arrange for the performance of all such functions as are necessary to carry out the provisions of this Agreement.

2. The Council shall, by special vote, adopt such rules and regulations as are necessary to carry out the provisions of this Agreement, including its own rules of procedure and the financial and staff regulations of the Organization. Such financial regulations shall, *inter alia,* govern the receipt and expenditure of funds under the Administrative and Special Accounts. The Council may, in its rules of procedure, provide for a procedure whereby it may, without meeting, decide specific questions.

3. The Council shall keep such records as are required for the performance of its functions under this Agreement.

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 producing members and the other from among the representatives of consuming members. 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, by special vote of the Council.

3. In the temporary absence of the Chairman, the Vice-Chairman shall act in his place. 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 producing members and/or from among the representatives of the consuming 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 9

Sessions of the Council

1. As a general rule, the Council shall hold at least one regular session a year.

2. The Council shall meet in special session whenever it so decides or at the request of:

(a) The Executive Director, in agreement with the Chairman of the Council; or

(b) A majority of producing members or a majority of consuming members; or

(c) Members holding at least 500 votes.

3. Sessions of the Council shall be held at the headquarters of the Organization unless the Council, by special vote, decides otherwise. If on the invitation of any member the Council meets elsewhere than at the headquarters of the Organization, that member shall pay the additional cost of holding the meeting away from headquarters.

4. Notice of any sessions and the agenda for such sessions shall be communicated to members by the Executive Director at least six weeks in advance, except in cases of emergency, when notice shall be communicated at least seven days in advance.

Article 10

Distribution of votes

1. The producing members shall together hold 1 000 votes and the consuming members shall together hold 1 000 votes.

2. The votes of the producing members shall be distributed as follows:

(a) Four hundred votes shall be distributed equally among the three producing regions of Africa, Asia-Pacific and Latin America. The votes thus allocated to each of these regions shall then be distributed equally among the producing members of that region;

(b) Three hundred votes shall be distributed among the producing members in accordance with their respective shares of the total tropical forest resources of all producing members; and

(c) Three hundred votes shall be distributed among the producing members in proportion to the average of the values of their respective net exports of tropical timber during the most recent three-year period for which definitive figures are available.

3. Notwithstanding the provisions of paragraph 2 of this Article, the total votes allocated to the producing members from the African region, calculated in accordance with paragraph 2 of this article, shall be distributed equally among all producing members from the African region. If there are any remaining votes, each of these votes shall be allocated to a producing member from the African region; the first to the producing member which is allocated the highest number of votes calculated in accordance with paragraph 2 of this article, the second to the producing member which is allocated the second highest number of votes, and so on until all the remaining votes have been distributed.

4. For purposes of the calculation of the distribution of votes under paragraph 2 (b) of this article, 'tropical forest resources' means productive closed broadleaved forests as defined by the Food and Agriculture Organization of the United Nations (FAO).

5. The votes of the consuming members shall be distributed as follows: each consuming member shall have 10 initial votes; the remaining votes shall be distributed among the consuming members in proportion to the average volume of their respective net imports of tropical timber during the three-year period commencing four calendar years prior to the distribution of votes.

6. The Council shall distribute the votes for each financial year at the beginning of its first session of that year in accordance with the provisions of this Article. Such distribution shall remain in effect for the rest of that year, except as provided for in paragraph 7 of this Article.

7. Whenever the membership of the Organization changes or when any member has its voting rights suspended or restored under any provision of this Agreement, the Council shall redistribute the votes within the affected category or categories of members in accordance with the provisions of this Article. The Council shall, in that event, decide when such redistribution shall become effective.

8. There shall be no fractional votes.

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 which it is authorized to cast under paragraph 2 of this Article.

2. By written notification to the Chairman of the Council, any producing member may authorize, under its own responsibility, any other producing member, and any consuming member may authorize, under its own responsibility, any other consuming 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 12

Decisions and recommendations of the Council

1. The Council shall endeavour to take all decisions and to make all recommendations by consensus. If consensus cannot be reached, the Council shall take all decisions and make all recommendations by a simple distributed majority vote, unless this Agreement provides for a special vote.

2. Where a member avails itself of the provisions of Article 11, paragraph 2, and its votes are cast at a meeting of the Council, such member shall, for the purposes of paragraph 1 of this Article, be considered as present and voting.

Article 13

Quorum for the Council

1. The quorum for any meeting of the Council shall be the presence of a majority of producing members and a majority of consuming members, 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 producing members and a majority of consuming members, 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 14

Cooperation and coordination with other organizations

1. The Council shall make whatever arrangements are appropriate for consultation or cooperation with the United Nations and its organs, such as the United Nations Conference on Trade and Development (Unctad), the United Nations Industrial Development Organization (UNIDO), the United Nations Environment Programme (UNEP), the United Nations Development Programme (UNDP) and the International Trade Centre Unctad/GATT (ITC), and with the Food and Agriculture Organization of the United Nations (FAO) and such other specialized agencies of the United Nations and intergovernmental, governmental and non-governmental organizations as may be appropriate.

2. The Organization shall, to the maximum extent possible, utilize the facilities, services and expertise of existing intergovernmental, governmental or non-governmental organizations, 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.

Article 15

Admission of observers

The Council may invite any non-member Government or any of the organizations referred to in Articles 14, 20 and 27 concerned with tropical timber to attend as observers any of the meetings of the Council.

Article 16

Executive Director and staff

1. The Council shall, by special vote, appoint the Executive Director.

2. The terms and conditions of appointment of the Executive Director shall be determined by the Council.

3. The Executive Director shall be the chief administrative officer of the Organization and shall be responsible to the Council for the administration and operation of this Agreement in accordance with decisions of the Council.

4. The Executive Director shall appoint the staff in accordance with regulations to be established by the Council. At its first session, the Council shall, by special vote, decide the number of executive and professional staff the Executive Director may appoint. Any changes in the number of executive and professional staff shall be decided by the Council by special vote. The staff shall be responsible to the Executive Director.

5. Neither the Executive Director nor any member of the staff shall have any financial interest in the tropical timber industry or trade, or associated commercial activities.

6. In the performance of their duties, the Executive Director and staff shall not seek or receive instructions from any member or from any authority external to the Organization. They shall refrain from any action which might reflect on their positions as international officials ultimately responsible to the Council. Each member shall respect the exclusively international character of the responsibilities of the Executive Director and staff and shall not seek to influence them in the discharge of their responsibilities.

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 Organization shall, as soon as possible after the entry into force of this Agreement, seek to conclude with the Government of the country in which the headquarters of the Organization is to be located (hereinafter referred to as the 'host Government') an agreement (hereinafter referred to as the 'Headquarters Agreement') relating to such status, privileges and immunities of the Organization, of its Executive Director, its staff and experts, and of representatives of members, as are necessary for the purpose of discharging their functions.

3. Pending the conclusion of the Headquarters Agreement referred to in paragraph 2 of this Article, the Organization shall request the 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.

4. The Organization may also 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.

5. 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.

6. 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 VI

FINANCE

Article 18

Financial accounts

1. There shall be established two accounts:

(a) The Administrative Account; and

(b) The Special Account.

2. The Executive Director shall be responsible for the administration of these accounts and the Council shall make provision in its rules of procedure therefor.

Article 19

Administrative Account

1. The expenses necessary for the administration of this Agreement shall be brought into the Administrative Account and shall be met by annual contributions paid by members in accordance with their respective constitutional or institutional procedures and assessed in accordance with paragraphs 3, 4 and 5 of this Article.

2. The expenses of delegations to the Council, the committees and any other subsidiary bodies of the Council referred to in Article 24 shall be met by the members concerned. In cases where a member requests special services from the Organization, the Council shall require that member to pay the costs of such services.

3. Before the end of each financial year, the Council shall approve the administrative budget of the Organization for the following financial year and shall assess the contribution of each member to that budget.

4. The contribution of each member to the administrative budget for each financial year shall be in the proportion which the number of its votes at the time the administrative budget for that financial year is approved bears to the total votes of all the members. In assessing contributions, the votes of each member shall be calculated without regard to the suspension of any member's voting rights of any redistribution of votes resulting therefrom.

5. The initial contribution of any member joining the Organization after the entry into force of this Agreement shall be assessed by the Council on the basis of the number of votes to be held by that member and the period remaining in the current financial year, but the assessment made upon other members from the current financial year shall not thereby be altered.

6. Contributions to the first administrative budget shall become due on a date to be decided by the Council at its first session. Contributions to subsequent administrative budgets shall become due on the first day of each financial year. Contributions of members in respect of the financial year in which they join the Organization shall be due on the date on which they become members.

7. If a member has not paid its full contribution to the administrative budget within four months after such contribution becomes due in accordance with paragraph 6 of this Article, the Executive Director shall request the member to make payment as quickly as possible. If that member has still not paid its contribution within two months after such request, that member shall be requested to state the reasons

for its inability to make payment. If at the expiry of seven months from the due date of contribution, that member has still not paid its contribution, its voting rights shall be suspended and an interest charge shall be levied on its late contribution at the central bank rate of the host country until such times as it has paid in full its contribution, unless the Council, by special vote, decides otherwise.

8. A member whose rights have been suspended under paragraph 7 of this Article shall remain liable to pay its contribution.

Article 20

Special Account

1. There shall be established two sub-accounts under the Special Account:

(a) The Pre-Project Sub-Account; and

(b) The Project Sub-Account.

2. The possible sources of finance for the Special Account shall be:

(a) The Second Account of the Common Fund for Commodities, when it becomes operational;

(b) Regional and international financial institutions; and

(c) Voluntary contributions.

3. The resources of the Special Account shall be used only for approved projects or for pre-project activities.

4. All expenditures under the Pre-Project Sub-Account shall be reimbursed from the Project Sub-Account if projects are subsequently approved and funded. If within six months of the entry into force of this Agreement the Council does not receive any funds for the Pre-Project Sub-Account, it shall review the situation and take appropriate action.

5. All receipts pertaining to specific identifiable projects shall be brought into the Special Account. All expenditures incurred on such projects, including remuneration and travel expenses of consultants and experts, shall be charged to the Special Account.

6. The Council shall, by special vote, establish terms and conditions on which it would, when and where appropriate, sponsor projects for loan financing, where a member or members have voluntarily assumed full obligations and responsibilities for such loans. The Organization shall have no obligations for such loans.

7. The Council may nominate and sponsor any entity with the consent of that entity, including a member or members, to receive loans for the financing of approved projects and to undertake all the obligations involved, except that the Organization shall reserve to itself the right to monitor the use of resources and to follow up on the implementation of projects so financed. However, the Organization shall not be responsible for guarantees voluntarily provided by individual members or other entities.

8. No member shall be responsible by reason of its membership in the Organization for any liability arising from borrowing or lending by any other member or entity in connection with projects.

9. In the event that voluntary unearmarked funds are offered to the Organization, the Council may accept such funds. Such funds may be utilized for pre-project activities as well as for approved projects.

10. The Executive Director shall endeavour to seek, on such terms and conditions as the Council may decide, adequate and assured finance for projects approved by the Council.

11. Contributions for specified approved projects shall be used only for the projects for which they were originally intended, unless otherwise decided by the Council in agreement with the contributor. After the completion of a project, the Organization shall return to each contributor for specific projects the balance of any funds remaining *pro rata* to each contributor's share in the total of the contributions originally made available for financing that project, unless otherwise agreed to by the contributor.

Article 21

Forms of payment

1. Contributions to the Administrative Account shall be payable in freely usable currencies and shall be exempt from foreign-exchange restrictions.

2. Financial contributions to the Special Account shall be payable in freely usable currencies and shall be exempt from foreign-exchange restrictions.

3. The Council may also decide to accept other forms of contributions to the Special Account, including scientific and technical equipment or personnel, to meet the requirements of approved projects.

Article 22

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 Administrative Account and of the Special Account 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 VII

OPERATIONAL ACTIVITIES

Article 23

Projects

1. All project proposals shall be submitted to the Organization by members and shall be examined by the relevant committee.

2. In order to achieve the objectives set out in Article 1, the Council shall examine all project proposals in the fields of research and development, market intelligence, further and increased processing in developing producing member countries, and reforestation and forest management, together with the recommendation submitted by the relevant committee; such project proposals based on tropical timber as defined in Article 2, paragraph 1, may encompass tropical timber products other than those listed in Article 2, paragraph 1. This provision shall also apply, where relevant, to the functions of the committees as set forth in Article 25.

3. On the basis of the criteria set out in paragraph 6 or paragraph 7 of this Article, the Council shall, by special vote, approve projects for financing or sponsorship in accordance with Article 20.

4. The Council shall, on a continuing basis, arrange for the implementation of, and with a view to ensuring their effectiveness follow up, approved projects.

5. Research and development projects should relate to at least one of the following five areas:

(a) Wood utilization, including the utilization of lesser-known and lesser-used species;

(b) Natural forest development;

(c) Reforestation development;

(d) Harvesting, logging infrastructure, training of technical personnel;

(e) Institutional framework, national planning.

6. Projects on research and development approved by the Council shall be consistent with each of the following criteria:

(a) They should be related to the production and utilization of industrial tropical timber;

(b) They should yield benefits to the tropical timber economy as a whole and be relevant to producing as well as consuming members;

(c) They should be related to the maintenance and expansion of the international tropical timber trade;

(d) They should offer reasonable prospects for positive economic returns in relation to costs; and

(e) They shall make maximum use of existing research institutions and, to the greatest extent possible, avoid duplication of efforts.

7. Projects in the fields of market intelligence, further and increased processing, and reforestation and forest management, should be consistent with criterion (b) and, as far as possible, consistent with criteria (a), (c), (d) and (e) as contained in paragraph 6 of this Article.

8. The Council shall decide on the relative priorities of projects, taking into account the interests and characteristics of each of the producing regions. Initially, the Council shall give priority to research and development project profiles as endorsed by the Sixth Preparatory Meeting on Tropical Timber under the Integrated Programme for Commodities and to such other projects as the Council may approve.

9. The Council may, by special vote, terminate its sponsorship of any project.

Article 24

Establishment of committees

1. The following committees are hereby established as permanent committees of the Organization:

(a) Committee on Economic Information and Market Intelligence;

(b) Committee on Reforestation and Forest Management; and

(c) Committee on Forest Industry.

2. The Council may, by special vote, establish such other committees and subsidiary bodies as it deems appropriate and necessary.

3. The committees and subsidiary bodies referred to in paragraphs 1 and 2 of this Article shall be responsible to, and work under the general direction of, the Council. Meetings of the committees and subsidiary bodies shall be convened by the Council.

4. Participation in each of the committees shall be open to all members. The rules of procedure of the committees shall be decided by the Council.

Article 25

Functions of the committees

1. The Committee on Economic Information and Market Intelligence shall:

(a) Keep under review the availability and quality of statistics and other information required by the Organization;

(b) Analyse the statistical data and specific indicators as identified in Annex C for the monitoring of international tropical timber trade;

(c) Keep under continuous review the international tropical timber market, its current situation and short-term prospects on the basis of the data mentioned in subparagraph (b) above and other relevant information;

(d) Make recommendations to the Council on the need for, and nature of, appropriate studies on tropical timber, including long-term prospects of the international tropical timber market, and monitor and review any studies commissioned by the Council;

(e) Carry out any other tasks related to the economic, technical and statistical aspects of tropical timber assigned to it by the Council;

(f) Assist in the provision of technical cooperation to producing members to improve their relevant statistical services.

2. The Committee on Reforestation and Forest Management shall:

(a) Keep under regular review the support and assistance being provided at a national and international level for reforestation and forest management for the production of industrial tropical timber;

(b) Encourage the increase of technical assistance to national programmes for reforestation and forest management;

(c) Assess the requirements and identify all possible sources of financing for reforestation and forest management;

(d) Review regularly future needs of international trade in industrial tropical timber and, on this basis, identify and consider appropriate possible schemes and measures in the field of reforestation and forest management;

(e) Facilitate transfer of knowledge in the field of reforestation and forest management with the assistance of competent organizations;

(f) Coordinate and harmonize these activities for cooperation in the field of reforestation and forest management with the relevant activities pursued elsewhere, such as those under FAO, UNEP, the World Bank, regional banks and other competent organizations.

3. The Committee on Forest Industry shall:

(a) Promote cooperation between producing and consuming members as partners in the development of processing activities in producing member countries, *inter alia,* in the following areas:

(i) Transfer of technology;

(ii) Training;

(iii) Standardization of nomenclature of tropical timber;

(iv) Harmonization of specifications of processed products;

(v) Encouragement of investment and joint ventures; and

(vi) Marketing;

(b) Promote exchange of information in order to facilitate structural changes involved in increased and further processing in the interests of both producing and consuming members;

(c) Monitor ongoing activities in this field, and identify and consider problems and possible solutions to them in cooperation with the competent organizations;

(d) Encourage the increase of technical assistance to national programmes for the processing of tropical timber.

4. Research and development shall be a common function of the committees established under Article 24, paragraph 1.

5. In view of the close relationship between research and development, reforestation and forest management, increased and further processing, and market intelligence, each of the permanent committees, in addition to carrying out the functions assigned to it above, shall, with regard to project proposals referred to it, including those on research and development in its area of competence:

(a) Consider and technically appraise and evaluate project proposals;

(b) In accordance with general guidelines established by the Council, decide on and implement pre-project activities necessary for making recommendations on project proposals to the Council;

(c) Identify possible sources of finance for projects referred to in Article 20, paragraph 2;

(d) Follow up the implementation of projects and provide for the collection and dissemination of the results of projects as widely as possible for the benefit of all members;

(e) Make recommendations to the Council relating to projects;

(f) Carry out any other tasks related to projects assigned to it by the Council.

6. In carrying out these common functions, each committee shall take into account the need to strengthen the

training of personnel in producing member countries; to consider and propose modalities for organizing or strengthening the research and development activities and capacities of members, particularly producing members; and to promote the transfer of research know-how and techniques among members, particularly among producing members.

CHAPTER VIII

RELATIONSHIP WITH THE COMMON FUND FOR COMMODITIES

Article 26

Relationship with the Common Fund for Commodities

When the Common Fund becomes operational, the Organization shall take full advantage of the facilities of the Second Account of the Common Fund according to the principles set out in the Agreement Establishing the Common Fund for Commodities.

CHAPTER IX

STATISTICS, STUDIES AND INFORMATION

Article 27

Statistics, studies and information

1. The Council shall establish close relationships with appropriate intergovernmental, governmental and non-governmental organizations, in order to help ensure the availability of recent and reliable data and information on all factors concerning tropical timber. The Organization, in cooperation with such organizations, shall compile, collate and, as necessary, publish such statistical information on production, supply, trade, stocks, consumption and market prices of tropical timber, and on related areas, as is necessary for the operation of this Agreement.

2. Members shall, to the fullest extent possible not inconsistent with their national legislation, furnish, within a reasonable time, statistics and information on tropical timber requested by the Council.

3. The Council shall arrange to have any necessary studies undertaken of the trends and of short- and long-term problems of the world tropical timber market.

4. The Council shall ensure that information furnished by members shall not be used in such a manner as to prejudice the confidentiality of the operations of persons or companies producing, processing or marketing tropical timber.

Article 28

Annual report and review

1. The Council shall, within six months after the close of each calendar year, publish an annual report on its activities and such other information as it considers appropriate.

2. The Council shall annually review and assess the world tropical timber situation and exchange views on the outlook for, and other issues closely related to, the world tropical timber economy, including ecological and environmental aspects.

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 tropical timber;

(b) Statistical data and specific indicators provided by members on the areas listed in Annex C; and

(c) Such other relevant information as may be available to the Council either directly or through the appropriate organizations in the United Nations system and appropriate intergovernmental, governmental or non-governmental organizations.

4. The results of the review shall be included in the reports of the Council's deliberations.

CHAPTER X

MISCELLANEOUS

Article 29

Complaints and disputes

Any complaint that a member has failed to fulfil its obligations under this Agreement and any dispute concerning the interpretation or application of this Agreement shall be referred to the Council for decision. Decisions of the Council on these matters shall be final and binding.

Article 30

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 as binding decisions of the Council under the provisions of this Agreement and shall seek to refrain from implementing measures which would have the effect of limiting or running counter to them.

Article 31

Relief from obligations

1. Where it is necessary on account of exceptional circumstances or emergency or *force majeure* not expressly provided for in this Agreement, the Council may, by special vote, relieve a member of an obligation under this Agreement if it is satisfied by an explanation from that member regarding the reasons why the obligation cannot be met.

2. The Council, in granting relief to a member under paragraph 1 of this Article, shall state explicitly the terms and conditions on which, and the period for which, the member is relieved of such obligation, and the reasons for which the relief is granted.

Article 32

Differencial and remedial measures and special measures

1. Developing importing members 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 paragraph 82 of the Substantial New Programme of Action for the 1980s for the Least Developed Countries.

CHAPTER XI

FINAL PROVISIONS

Article 33

Depositary

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

Article 34

Signature, ratification, acceptance and approval

1. This Agreement shall be open for signature at United Nations Headquarters from 2 January 1984 until one month after the date of its entry into force by Governments invited to the United Nations Conference on Tropical Timber, 1983.

2. Any Government referred to in paragraph 1 of this Article may:

(a) At the time of signing this Agreement, declare that by such signature it expresses its consent to be bound by this Agreement (definitive signature); or

(b) After signing this Agreement, ratify, accept or approve it by the deposit of an instrument to that effect with the depositary.

Article 35

Accession

1. This Agreement shall be open for accession by the Governments of all States upon conditions established by the Council, which shall include a time-limit for the deposit of instruments of accession. The Council may, however, grant extensions of time to Governments which are unable to accede by the time-limit set in the conditions of accession.

2. Accession shall be effected by the deposit of an instrument of accession with the depositary.

Article 36

Notification of provisional application

A signatory Government which intends to ratify, accept or approve this Agreement, or a Government for which the Council has established conditions for accession but which has not yet been able to deposit its instrument, may, at any time, notify the depositary that it will apply this Agreement provisionally either when it enters into force in accordance with Article 37, or, if it is already in force, at a specified date.

Article 37

Entry into force

1. This Agreement shall enter into force definitively on 1 October 1984 or on any date thereafter, if 12 Governments of producing countries holding at least 55 % of the total votes as set out in Annex A to this Agreement, and 16 Governments of consuming countries holding at least 70 % of the total votes as set out in Annex B to this Agreement have signed this Agreement definitively or have ratified, accepted or approved it or acceded thereto pursuant to Article 34, paragraph 2, or Article 35.

2. If this Agreement has not entered into force definitively on 1 October 1984, is shall enter into force provisionally on that date or on any date within six months thereafter, if 10 Governments of producing countries holding at least 50 % cent of the total votes as set out in Annex A to this Agreement, and 14 Governments of consuming countries

holding at least 65 % of the total votes as set out in Annex B to this Agreement, have signed this Agreement definitively or have ratified, accepted or approved it pursuant to Article 34, paragraph 2, or have notified the depositary under Article 36 that they will apply this Agreement provisionally.

3. If the requirements for entry into force under paragraph 1 or paragraph 2 of this Article have not been met on 1 April 1985, the Secretary-General of the United Nations shall invite those Governments which have signed this Agreement definitively or have ratified, accepted or approved it pursuant to Article 34, paragraph 2, or have notified the depositary that they will apply this Agreement provisionally, to meet at the earliest time practicable to decide whether to put this Agreement into force provisionally or definitively among themselves in whole or in part. Governments which decide to put this Agreement into force provisionally among themselves may meet from time to time to review the situation and decide whether this Agreement shall enter into force definitively among themselves.

4. For any Government which has not notified the depositary under Article 36 that it will apply this Agreement provisionally and which deposits its instrument of ratification, acceptance, approval or accession after the entry into force of this Agreement, this Agreement shall enter into force on the date of such deposit.

5. The Secretary-General of the United Nations shall convene the first session of the Council as soon as possible after the entry into force of this Agreement.

Article 38

Amendments

1. The Council may, by special vote, recommend an amendment of this Agreement to the members.

2. The Council shall fix a date by which members shall notify the depositary of their acceptance of the amendment.

3. An amendment shall enter into force 90 days after the depositary has received notifications of acceptance from members constituting af least two-thirds of the producing members and accounting for at least 85 % of the votes of the producing members, and from members constituting at least two-thirds of the consuming members and accounting for at least 85 % cent of the votes of the consuming members.

4. After the depositary informs the Council that the requirements for entry into force of the amendment have been met, and notwithstanding the provisions of paragraph 2 of this Article relating to the date fixed by the Council, a member may still notify the depositary of its acceptance of the amendment, provided that such notification is made before the entry into force of the amendment.

5. Any member which has not notified its acceptance of an amendment by the date on which such amendment enters into force shall cease to be a party to this Agreement as from that date, unless such member has satisfied the Council that its acceptance could not be obtained in time owing to difficulties in completing its constitutional or institutional procedures, and the Council decides to extend for that member the period for acceptance of the amendment. Such member shall not be bound by the amendment before it has notified its acceptance thereof.

6. If the requirements for the entry into force of the amendment have not been met by the date fixed by the Council in accordance with paragraph 2 of this Article, the amendment shall be considered withdrawn.

Article 39

Withdrawal

1. A member may withdraw from this Agreement at any time after the entry into force of this 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.

Article 40

Exclusion

If the Council decides that any member is in breach of its obligations under this Agreement and decides further that such breach significantly impairs the operation of this Agreement, it may, by special vote, exclude that member from this Agreement. The Council shall immediately so notifiy the depositary. Six months after the date of the Council's decision, that member shall cease to be a party to this Agreement.

Article 41

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 which ceases to be a party to this Agreement owing to:

(a) Non-acceptance of an amendment to this Agreement under Article 38;

(b) Withdrawal from this Agreement under Article 39; or

(c) Exclusion from this Agreement under Article 40.

2. The Council shall retain any contribution paid to the Administrative Account by a member which ceases to be a party to this Agreement.

3. A member which 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 42

Duration, extension and termination

1. This Agreement shall remain in force for a period of five years after its entry into force unless the Council, by special vote, decides to extend, renegotiate or terminate it in accordance with the provisions of this Article.

2. The Council may, by special vote, decide to extend this Agreement for not more than two periods of two years each.

3. If, before the expiry of the five-year period referred to in paragraph 1 of this Article, or before the expiry of an extension period referred to in paragraph 2 of this Article, as the case may be, a new agreement to replace this Agreement has been negotiated but has not yet entered into force either definitively or provisionally, the Council may, by special vote, extend this Agreement until the provisional or definitive enty into force of the new agreement.

4. If a new agreement is negotiated and enters into force during any period of extension of this Agreement under paragraph 2 or paragraph 3 of this Article, this Agreement, as extended, shall terminate upon the entry into force of the new agreement.

5. The Council may at any time, by special vote, decide to terminate this Agreement with effect from such date as it may determine.

6. Notwithstanding the termination of this Agreement, the Council shall continue in being for a period not exceeding 18 months to carry out the liquidation of the Organization, including the settlement of accounts, and, subject to relevant decisions to be taken by special vote, shall have during that period such powers and functions as may be necessary for these purposes.

7. The Council shall notifiy the depositary of any decision taken under this Article.

Article 43

Reservations

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

In witness whereof the undersigned, being duly authorized thereto, have affixed their signatures under this Agreement on the dates indicated.

Done at Geneva on the eighteenth day of November, one thousand nine hundred and eighty-three, the text of this Agreement in the Arabic, English, French, Russian and Spanish languages being equally authentic. The authentic Chinese text of this Agreement shall be established by the depositary and submitted for adoption to all signatories and States and intergovernmental organizations which have acceded to this Agreement.

ANNEX A

List of producing countries with tropical forest resources and/or net exporters of tropical timber in volume terms, and allocation of votes for the purposes of Articles 37

Producing country	Votes
Bolivia	21
Brazil	130
Burma	31
Central African Republic	20
Colombia	23
Congo	20
Costa Rica	9
Dominican Republic	9
Ecuador	14
El Salvador	8
Gabon	21
Ghana	20
Guatemala	10
Haiti	8
Honduras	9
India	32
Indonesia	139
Ivory Coast	21
Liberia	20
Madagascar	20
Malaysia	126
Mexico	13
Nigeria	20
Panama	9
Papua New Guinea	24
Peru	25
Philippines	43
Sudan	20
Surinam	14
Thailand	19
Trinidad and Tobago	8
United Republic of Cameroon	20
United Republic of Tanzania	20
Venezuela	15
Vietnam	18
Zaire	21
Total	1 000

ANNEX B

List of consuming countries and allocation of votes for the purposes of Article 37

Consuming country	Votes
Argentina	14
Australia	20
Austria	12
Bulgaria	10
Canada	16
Chile	10
Egypt	11
European Economic Community	(277)
Belgium/Luxembourg	21
Denmark	13
France	56
Germany, Federal Republic of	44
Greece	14
Ireland	12
Italy	41
Netherlands	35
United Kingdom of Great Britain and Northern Ireland	41
Finland	10
Iraq	10
Israel	12
Japan	330
Jordan	10
Malta	10
New Zealand	10
Norway	11
Republic of Korea	56
Romania	10
Spain	24
Sweden	11
Switzerland	11
Turkey	10
Union of Soviet Socialist Republics	14
United States of America	79
Yugoslavia	12
Total	1 000

ANNEX C

Statistical data and specific indicators needed as identified for the monitoring of international tropical timber trade (1)

	From producing members	From consuming members
A. *Basic monthly data* for regular monitoring of major tropical timber trade flows	Export volumes (values): by products, species, destination and other available relevant details	Import volumes (values): by products, species, origin and other available relevant details
	Average fob prices: for specific products and species representative of major trade flows	Average cif prices: for specific products and species representative of major trade flows
B. *Specific supplementary data and indicators* from which short-term supply-demand for tropical wood can be derived	Periodic evalution of stocks at point of embarkation and, if possible, at intermediate stages	Periodic evaluation of stocks at point of debarkation and, if possible, at intermediate stages
	Share industry production (capacity) and industrial wood input/output	Share of tropical timber in total timber trade
	Removals of industrial timber from forests	Exports and re-exports of wood products
	Freight rates	Building activity, housing starts, mortgage rates
	Export quotas – trade incentives	Furniture production
	Climatic obstacles – natural catastrophes	
C. *Other relevant specific information*	Changes in tariffs and non-tariff obstacles	End-use surveys in major sectors using tropical timber
		Changes in veneer surface fashion
		Changes in tariffs and non-tariff obstacles
		Trends in substitution among wood and with other products
D. *General economic indicators and information* directly or indirectly affecting the international (tropical) timber trade	Publicly available and relevant national and international economic and financial indicators, e.g. gross national product, exchange rates, interest rates, inflation rates, terms of trade. National and international policies and measures affecting international tropical timber trade.	

(1) Annexed pursuant to the consensus reached in the Executive Committee of the Conference on 29 March 1983.