

VLADA REPUBLIKE HRVATSKE

/ NACRT/

**PRIJEDLOG ZAKONA O POTVRĐIVANJU
MEĐUNARODNOG SPORAZUMA O TROPSKOM DRVU IZ 2006., S KONAČNIM
PRIJEDLOGOM ZAKONA**

Zagreb, veljača 2015.

PRIJEDLOG ZAKONA O POTVRĐIVANJU MEĐUNARODNOG SPORAZUMA O TROPSKOM DRVU IZ 2006.

I. USTAVNA OSNOVA

Ustavna osnova za donošenje Zakona o potvrđivanju Međunarodnog sporazuma o tropskom drvu iz 2006., sadržana je u članku 140. stavku 1. Ustava Republike Hrvatske („Narodne novine“, br. 85/2010 - pročišćeni tekst i 5/2014 – Odluka Ustavnog suda Republike Hrvatske).

II. OCJENA STANJA I CILJ KOJI SE DONOŠENJEM ZAKONA ŽELI POSTIĆI

Međunarodna organizacija za tropsko drvo [eng. International Tropical Timber Organization (dalje u tekstu: Organizacija)] je međuvladina organizacija koja promiče očuvanje, održivo gospodarenje i korištenje resursa tropskih šuma i trgovinu njima. Članice organizacije predstavljaju većinu svjetskih tropskih šuma i većinu globalne trgovine tropskim drvom. Organizacija razvija međunarodno dogovorene dokumente politika za promidžbu održivog gospodarenja šumama i očuvanja šuma te pomaže tropskim državama članicama da prilagode te politike lokalnim okolnostima i provedu ih na terenu kroz projekte. Nadalje, Organizacija prikuplja, analizira i širi podatke o proizvodnji i trgovini tropskim drvom te financira projekte i druge aktivnosti čiji je cilj razvoj industrije na razini zajednice i industrije. Od kada je počela s radom 1987. godine, Organizacija je financirala više od 1000 projekata ukupne vrijednosti oko 350 milijuna američkih dolara. Svi projekti financiraju se dobrovoljnim priložima, a do sada su glavni donatori bile vlade Japana, Švicarske, Sjedinjenih Američkih Država, Norveške te Europska unija. Organizacija povezuje zemlje uključene u probleme održivog gospodarenja i očuvanja tropskih šuma te održive trgovine proizvodima koji potječu od tih šuma. Svaka država članica zastupljena je u Međunarodnom vijeću za tropsko drvo [eng. International Tropical Timber Council (dalje u tekstu: Vijeće) koje se sastaje svake godine s ciljem planiranja i financiranja novih inicijativa. Izazovni zadatak Organizacije jest poticati trgovinu tropskim drvom i drugim robama i/ili uslugama povezanim s tropskim šumama koja će ujedno pridonositi održivom razvoju tropskih zemalja i očuvanju resursa tropskih šuma na kojima se ta trgovina temelji.

Vijeće je usvojilo Strateški akcijski plan Organizacije koje obuhvaća razdoblje od 2013. do 2018. godine i obuhvaća početne aktivnosti Organizacije u skladu s Međunarodnim sporazumom o tropskom drvu [eng. International Tropical Timber Agreement] iz 2006. (dalje u tekstu: Sporazum), sastavljenim u Ženevi 27. siječnja 2006. godine koji je stupio na snagu 7. prosinca 2011. Plan, između ostaloga priopćava ciljeve i prioritete Organizacije državama članicama, dionicima, partnerskim organizacijama i međunarodnoj zajednici, uključujući potencijalne donatore, te služi kao referenca članicama za razvoj prijedloga projekata i donatorima za raspoređivanje dobrovoljnih priloga. Strateški prioriteti na koje će se Organizacija usredotočiti tijekom šestogodišnjeg razdoblja na koje se odnosi Strateški akcijski plan su:

- 1) promicati dobro upravljanje i omogućiti političke okvire za jačanje održivog gospodarenja šumama [eng. Sustainable Forest Management (SFM)] i povezane trgovine te za poboljšanje financiranja i investiranja u SFM,
- 2) povećati doprinose tropskih šuma nacionalnim i lokalnim gospodarstvima, uključujući doprinose kroz međunarodnu trgovinu,
- 3) poboljšati očuvanje i održivo korištenje biološke raznolikosti u šumama koje proizvode tropsko drvo,
- 4) umanjiti krčenje tropskih šuma i propadanje šuma te poboljšati pružanje ekoloških usluga,
- 5) poboljšati kvalitetu i dostupnost informacija o tropskim šumama, tržištima i trgovini šumskim proizvodima,
- 6) izgraditi i razviti sposobnosti ljudskih resursa za provedbu SFM-a te povećati trgovinu šumskim robama i uslugama koje potječu iz šuma kojima se održivo gospodari.

Ukupno 67 država i Europska unija su stranke Sporazuma. Sporazum je međunarodni ugovor koji je dijelom u nadležnosti Europske unije, a dijelom u nadležnosti država članica. Europska unija kao i ostale države članice su Organizacije od 2012. godine te stranke Sporazuma.

Obzirom na navedene činjenice o važnosti Sporazuma te da je Republika Hrvatska jedina članica Europske unije koja nije stranka istoga, a samim time nije članica Organizacije i nema pravo sudjelovanja u raspravama i odlučivanju u Vijeću, držimo da je potvrđivanje Sporazuma, odnosno ispunjavanja cilja ovoga Zakona od velike važnosti za Republiku Hrvatsku.

III. OSNOVNA PITANJA KOJA SE UREĐUJU PREDLOŽENIM ZAKONOM

Ovim Zakonom potvrđuje se Sporazum kako bi njegove odredbe, u smislu članka 141. Ustava Republike Hrvatske (Narodne novine, br. 85/2010-pročišćeni tekst i 5/2014 – Odluka Ustavnog suda Republike Hrvatske), postale dio unutarnjeg pravnog poretka Republike Hrvatske.

Sporazumom koji nasljeđuje Međunarodni sporazum o tropskom drvu iz 1994., promiče se širenje međunarodne trgovine tropskim drvom iz šuma kojima se upravlja na održiv način i iz kojih se drvna građa prikuplja na zakonit način, te se promiče održiv razvoj šuma koje proizvode tropsko drvo:

- a) pružanjem učinkovitog okvira za savjetovanje, međunarodnu suradnju i razvoj politike među svim članovima s obzirom na sve relevantne aspekte svjetskog drvnog gospodarstva;
- b) osiguravanjem foruma za savjetovanje kako bi se promicale nediskriminirajuće prakse u trgovini drvom;
- c) pridonošenjem održivom razvoju i ublažavanju siromaštva;
- d) poboljšavanjem kapaciteta članova za provedbu strategija za ostvarivanje izvoza tropskog drva i drvnih proizvoda od sirovine kojom se upravlja na održiv način;
- e) promicanjem poboljšanog razumijevanja strukturnih uvjeta na međunarodnim tržištima, uključujući dugoročna kretanja u potrošnji i proizvodnji, čimbenika koji utječu na pristup tržištu, sklonosti potrošača i cijena te uvjeta koji vode do cijena koje odražavaju troškove održivog upravljanja šumama;

- f) promicanjem i podržavanjem istraživanja i razvoja s obzirom na poboljšanje upravljanja šumama i učinkovitosti uporabe drva i konkurentnosti drvnih proizvoda u odnosu na druge materijale te povećanjem kapaciteta za očuvanje i poboljšanje drugih šumskih vrijednosti u tropskim šumama;
- g) razvijanjem i doprinošenjem mehanizmima za osiguravanje novih i dodatnih financijskih sredstava s obzirom na promicanje prikladnosti i predvidivosti financiranja i stručnosti potrebne za povećanje kapaciteta članova proizvođača za postizanje ciljeva ovog Sporazuma;
- h) poboljšanjem istraživanja tržišta i poticanjem dijeljenja podataka o međunarodnom tržištu drvom s ciljem osiguravanja veće transparentnosti i bolje obaviještenosti o tržištima i kretanjima na tržištu, uključujući prikupljanje, sastavljanje i širenje podataka vezanih uz tržište, uključujući podatke vezane uz vrstu kojom se trguje;
- i) promicanjem poboljšane i daljnje prerade tropskog drva iz održivih izvora u zemljama članicama proizvođačima s ciljem promicanja njihove industrijalizacije, a time povećavajući njihove mogućnosti zapošljavanja i zarade od izvoza;
- j) poticanjem članova na potporu i razvoj ponovnog pošumljivanja tropskih šuma, sanaciju i obnovu šumskog zemljišta smanjene vrijednosti, vodeći računa o interesima lokalnih zajednica koje ovise o šumskim resursima;
- k) poboljšanjem stavljanja na tržište i distribucije izvoza tropskog drva i drvnih proizvoda iz izvora kojima se upravlja na održivi način i iz kojih drvo posječeno na zakonit način i kojim se zakonito trguje, uključujući promicanje potrošačke svijesti;
- l) jačanjem kapaciteta članova za prikupljanje, obradu i širenje statistika o svojoj trgovini drvom i obavješćivanje o održivom upravljanju svojim tropskim šumama;
- m) poticanjem članova na razvoj nacionalnih politika usmjerenih na održivu uporabu i očuvanje šuma koje proizvode drvo i zadržavanjem ekološke ravnoteže, u smislu trgovine tropskim drvom;
- n) jačanjem kapaciteta članova za poboljšanje provedbe zakona i upravljanja šumama i rješavanje nezakonite sječe i povezane trgovine tropskim drvom;
- o) poticanjem dijeljenja podataka za bolje razumijevanje dobrovoljnih mehanizama, primjerice, među ostalim, potvrde, radi promicanja održivog upravljanja tropskih šuma i pomažući članovima u njihovim naporima u tom području;
- p) promicanjem pristupa i prijenosa tehnologije i tehničke suradnje za provedbu ciljeva ovog Sporazuma, uključujući pod povoljnim i povlaštenim uvjetima i odredbama, kako je uzajamno dogovoreno;
- q) promicanjem boljeg razumijevanja doprinosa nedrvnih šumskih proizvoda i ekoloških usluga održivom upravljanju tropskih šuma s ciljem poboljšanja kapaciteta članova za razvoj strategija za jačanje tih doprinosa u smislu održivog upravljanja šumama i surađujući s bitnim institucijama i postupcima u tu svrhu;
- r) poticanjem članova da priznaju ulogu starosjedilačkih i lokalnih zajednica koje ovise o šumama pri postizanju održivog upravljanja šumama i razvoju strategije za poboljšanje kapaciteta tih zajednica da održivo upravljaju šumama koje proizvode tropsko drvo; i
- s) prepoznavanjem i rješavanjem odnosnih novih i nastajućih pitanja.

Obaveze članova Organizacije i stranaka Sporazuma, za njegova trajanja od 10 godina od stupanja na snagu, su ulagati najveće napore i surađivati na promicanju postizanja gore navedenih ciljeva te izbjegavati svako djelovanje koje je tomu protivno. Drugo, članovi i stranke se obvezuju na prihvaćanje i provedbu odluka Vijeća u skladu s odredbama Sporazuma i suzdržavaju se od provedbenih mjera koje bi imale učinak njihova ograničavanja ili suprotstavljanja.

IV. OCJENA SREDSTAVA POTREBNIH ZA PROVOĐENJE ZAKONA

Za provedbu ovoga Zakona nije potrebno osigurati dodatna financijska sredstva iz Državnog proračuna Republike Hrvatske.

V. PRIJEDLOG ZA DONOŠENJE ZAKONA PO HITNOM POSTUPKU

Temelj za donošenje ovoga Zakona po hitnom postupku nalazi se u odredbi članka 204. Poslovnika Hrvatskoga sabora (Narodne novine, broj 81/13) i to u drugim osobito opravdanim razlozima. Imajući u vidu važnost Sporazuma, koji je stupio na snagu 7. prosinca 2011. godine, uvažavajući rad Organizacije, njezina postignuća od njenog početka (Međunarodni sporazum o tropskom drvu iz 1983. i Međunarodni sporazum o tropskom drvu iz 1994.) te Zakon o provedbi uredbi Europske unije u vezi s trgovinom ilegalno posječenim drvom i proizvodima od takvog drva (Narodne novine, broj 54/2013), potrebno je u što kraćem vremenskom razdoblju osigurati da i Republika Hrvatska postane punopravna članica Organizacije i kao takva sudjeluje u radu Vijeća.

S obzirom na prirodu postupka potvrđivanja međunarodnih ugovora, kojim država i formalno izražava spremnost da bude vezana već sklopljenim međunarodnim ugovorom, kao i na činjenicu da se u ovoj fazi postupka ne mogu vršiti izmjene ili dopune teksta međunarodnog ugovora predlaže se ovaj Prijedlog zakona raspraviti i prihvatiti po hitnom postupku, objedinjujući prvo i drugo čitanje.

**KONAČNI PRIJEDLOG ZAKONA O POTVRĐIVANJU
MEĐUNARODNOG SPORAZUMA O TROPSKOM DRVU IZ 2006.**

Članak 1.

Potvrđuje se Međunarodni sporazum o tropskom drvu iz 2006, sastavljen u Ženevi 27. siječnja 2006. godine, u izvorniku na arapskom, kineskom, engleskom, francuskom, ruskom i španjolskom jeziku.

Članak 2.

Tekst Sporazuma iz članka 1. ovoga Zakona, u izvorniku na engleskom jeziku i u prijevodu na hrvatski jezik, glasi:

MEĐUNARODNI SPORAZUM O TROPSKOM DRVU IZ 2006.

PREAMBULA

Stranke ovog Sporazuma,

(a) *podsjećajući* na Deklaraciju i Akcijski program o uspostavi novog međunarodnog gospodarskog poretka; Integrirani program za proizvode; Novo partnerstvo za razvoj; i na Duh Deklaracije iz São Paula i Konsenzus iz São Paula, kako su usvojeni na UNCTAD-u XI.;

(b) *također podsjećajući* na Međunarodni sporazum o tropskom drvu iz 1983. i Međunarodni sporazum o tropskom drvu iz 1994. te priznajući rad Međunarodne organizacije za tropsko drvo i njezina postignuća od njezina osnutka, uključujući strategiju za postizanje međunarodne trgovine tropskim drvom iz izvora kojima se upravlja na održiv način;

(c) *dalje podsjećajući* na Deklaraciju iz Johannesburga i Provedbeni plan kako ih je usvojio Svjetski sastanak na vrhu o održivom razvoju u rujnu 2002., Forum Ujedinjenih naroda o šumama osnovan u listopadu 2000. i udruženo osnivanje Partnerstva o suradnji u području šuma, čiji je član Međunarodna organizacija za tropsko drvo, i Deklaraciju iz Rija o okolišu i razvoju, Pravno neobvezujuću vjerodostojnu izjavu o načelima za svjetski sporazum o upravljanju, očuvanju i održivom razvoju svih vrsta šuma, i odgovarajuća poglavlja Agende 21 kako ju je usvojila Konferencija Ujedinjenih naroda o okolišu i razvoju u lipnju 1992., Okvirnu konvenciju Ujedinjenih naroda o promjeni klime Konvenciju Ujedinjenih naroda o biološkoj raznolikosti i Konvenciju Ujedinjenih naroda o suzbijanju dezertifikacije;

(d) *potvrđujući* da države imaju, u skladu s Poveljom Ujedinjenih naroda i načelima međunarodnog prava, suvereno pravo na iskorištavanje vlastitih resursa na temelju svojih vlastitih politika za zaštitu okoliša i imaju odgovornost da osiguraju da aktivnosti u okviru njihove nadležnosti i nadzora ne prouzroče štetu okolišu drugih država ili područja izvan granica nacionalne nadležnosti, kako je navedeno u načelu 1. točki (a) Pravno neobvezujuće vjerodostojne izjave o načelima za svjetski sporazum o upravljanju, očuvanju i održivom razvoju svih vrsta šuma;

(e) *potvrđujući* važnost drva i s njim povezane trgovine za gospodarstva zemalja koje proizvode drvo;

(f) *također potvrđujući* važnost višestrukih gospodarskih koristi, koristi za okoliš i društvenih koristi koje pružaju šume, uključujući drvne i nedrvne šumske proizvode i usluge za okoliš, u kontekstu održivog upravljanja šumom, na lokalnoj, nacionalnoj i globalnoj razini i doprinos održivog upravljanja šumom održivom razvoju i

ublažavanju siromaštva i postignuću međunarodno dogovorenih razvojnih ciljeva, uključujući ciljeve sadržane u Milenijskoj deklaraciji;

(g) *dalje potvrđujući* potrebu za promicanjem i primjenom usporedivih kriterija i pokazatelje za održivo upravljanje šumom kao važnim alatima za sve članove za procjenu, praćenje i promicanje napretka prema održivom upravljanju njihovih šuma;

(h) *uzimajući u obzir* veze između trgovine tropskim drvom i međunarodnog tržišta drvom i šireg globalnog gospodarstva te potrebu za globalnim stajalištem kako bi se poboljšala transparentnost u međunarodnoj trgovini drvom;

(i) *ponovno potvrđujući* svoju obvezu za kretanje prema što bržem mogućem postizanju izvoza tropskog drva i drvnih proizvoda iz izvora upravljanih na održiv način (cilj ITTO 2000.) i podsjećajući na osnivanje Partnerskog fonda Bali;

(j) *podsjećajući* na obvezu koju su preuzeli članovi potrošača u siječnju 1994. kako bi održali ili postigli održivo upravljanje svojim šumama;

(k) *uzimajući u obzir* ulogu dobrog upravljanja, jasnih dogovora o zakupu zemljišta i međusektorske usklađenosti pri postizanju održivog upravljanja šumama i izvoza drva dobivenog na zakonit način;

(l) *priznajući* važnost suradnje među članovima, međunarodnim organizacijama, privatnog sektora i civilnog društva, uključujući starosjedilačke i lokalne zajednice te ostale dionike u promicanju održivog upravljanja šumama;

(m) *također priznajući* važnost te suradnje za poboljšanje provedbe zakona o šumama i promicanje trgovine zakonito posječenim drvom;

(n) *primjećujući* da jačanje kapaciteta starosjedilačkih i lokalnih zajednica ovisnih o šumama, uključujući zajednice koji su vlasnici i upravitelji šuma, može doprinijeti postizanju ciljeva ovog Sporazuma;

(o) *također primjećujući* potrebu za poboljšanjem životnog standarda i uvjeta rada u šumskom sektoru, uzimajući u obzir relevantna međunarodno priznata načela o tim pitanjima te relevantne konvencije i instrumente Međunarodne organizacije rada;

(p) *primjećujući* da je drvo energetske učinkovite, obnovljive i za okoliš neškodljive prirodne sirovine u usporedbi s konkurentskim materijalima;

(q) *potvrđujući* potrebu za povećanim ulaganjem u održivo upravljanje šumama, uključujući ponovno ulaganje prihoda dobivenih iz šuma uključujući prihode iz trgovine povezane s drvom;

(r) *također potvrđujući* koristi od tržišnih cijena koje odražavaju troškove održivog upravljanja šumama;

(s) *dalje potvrđujući* potrebu za povećanim i predvidivim financijskim sredstvima iz široke zajednice donatora kako bi se pomoglo postizanje ciljeva ovog Sporazuma;

(t) *uzimajući u obzir* posebne potrebe najmanje razvijenih zemalja proizvođača tropskog drva,

Sporazumjele su se;

POGLAVLJE I. CILJEVI

Članak 1. CILJEVI

Ciljevi Međunarodnog sporazuma o tropskom drvu iz 2006. (dalje u tekstu: „ovaj Sporazum”) jesu promicanje širenja i raznolikost međunarodne trgovine tropskim drvom iz šuma kojima se upravlja na održiv način i koje su zakonito posječene te promicanje održivog razvoja tropskih šuma:

(a) pružanjem učinkovitog okvira za savjetovanje, međunarodnu suradnju i razvoj politike među svim članovima s obzirom na sve relevantne aspekte svjetskog drvnog gospodarstva;

(b) osiguravanjem foruma za savjetovanje kako bi se promicale nediskriminirajuće prakse u trgovini drvom;

(c) pridonosenjem održivom razvoju i ublažavanju siromaštva;

(d) poboljšavanjem kapaciteta članova za provedbu strategija za ostvarivanje izvoza tropskog drva i drvnih proizvoda od sirovine kojom se upravlja na održiv način;

(e) promicanjem poboljšanog razumijevanja strukturnih uvjeta na međunarodnim tržištima, uključujući dugoročna kretanja u potrošnji i proizvodnji, čimbenika koji utječu na pristup tržištu, sklonosti potrošača i cijena te uvjeta koji vode do cijena koje odražavaju troškove održivog upravljanja šumama;

(f) promicanjem i podržavanjem istraživanja i razvoja s obzirom na poboljšanje upravljanja šumama i učinkovitosti uporabe drva i konkurentnosti drvnih proizvoda u

odnosu na druge materijale te povećanjem kapaciteta za očuvanje i poboljšanje drugih šumskih vrijednosti u tropskim šumama;

(g) razvijanjem i doprinošenjem mehanizmima za osiguravanje novih i dodatnih financijskih sredstava s obzirom na promicanje prikladnosti i predvidivosti financiranja i stručnosti potrebne za povećanje kapaciteta članova proizvođača za postizanje ciljeva ovog Sporazuma;

(h) poboljšanjem istraživanja tržišta i poticanjem dijeljenja podataka o međunarodnom tržištu drvom s ciljem osiguravanja veće transparentnosti i bolje obaviještenosti o tržištima i kretanjima na tržištu, uključujući prikupljanje, sastavljanje i širenje podataka vezanih uz tržište, uključujući podatke vezane uz vrstu kojom se trguje;

(i) promicanjem poboljšane i daljnje prerade tropskog drva iz održivih izvora u zemljama članicama proizvođačima s ciljem promicanja njihove industrijalizacije, a time povećavajući njihove mogućnosti zapošljavanja i zarade od izvoza;

(j) poticanjem članova na potporu i razvoj ponovnog pošumljivanja tropskih šuma, sanaciju i obnovu šumskog zemljišta smanjene vrijednosti, vodeći računa o interesima lokalnih zajednica koje ovise o šumskim resursima;

(k) poboljšanjem stavljanja na tržište i distribucije izvoza tropskog drva i drvnih proizvoda iz izvora kojima se upravlja na održivi način i iz kojih drvo posječeno na zakonit način i kojim se zakonito trguje, uključujući promicanje potrošačke svijesti;

(l) jačanjem kapaciteta članova za prikupljanje, obradu i širenje statistika o svojoj trgovini drvom i obavješćivanje o održivom upravljanju svojim tropskim šumama;

(m) poticanjem članova na razvoj nacionalnih politika usmjerenih na održivu uporabu i očuvanje šuma koje proizvode drvo i zadržavanjem ekološke ravnoteže, u smislu trgovine tropskim drvom;

(n) jačanjem kapaciteta članova za poboljšanje provedbe zakona i upravljanja šumama i rješavanje nezakonite sječe i povezane trgovine tropskim drvom;

(o) poticanjem dijeljenja podataka za bolje razumijevanje dobrovoljnih mehanizama, primjerice, među ostalim, potvrde, radi promicanja održivog upravljanja tropskih šuma i pomažući članovima u njihovim naporima u tom području;

(p) promicanjem pristupa i prijenosa tehnologije i tehničke suradnje za provedbu ciljeva ovog Sporazuma, uključujući pod povoljnim i povlaštenim uvjetima i odredbama, kako je uzajamno dogovoreno;

(q) promicanjem boljeg razumijevanja doprinosa nedravnih šumskih proizvoda i ekoloških usluga održivom upravljanju tropskih šuma s ciljem poboljšanja kapaciteta

članova za razvoj strategija za jačanje tih doprinosa u smislu održivog upravljanja šumama i surađujući s bitnim institucijama i postupcima u tu svrhu;

(r) poticanjem članova da priznaju ulogu starosjedilačkih i lokalnih zajednica koje ovise o šumama pri postizanju održivog upravljanja šumama i razvoju strategije za poboljšanje kapaciteta tih zajednica da održivo upravljaju šumama koje proizvode tropsko drvo; i

(s) prepoznavanjem i rješavanjem odnosnih novih i nastajućih pitanja.

POGLAVLJE II. DEFINICIJE

Članak 2. DEFINICIJE

Za potrebe ovog Sporazuma:

1. „tropsko drvo” znači tropsko drvo za industrijsku uporabu, koje raste ili se proizvodi u zemljama smještenima između Rakove i Jarčeve obratnice. Pojam označava trupce, piljenu građu, listove furnira i šperploču;
2. „održivo upravljanje šumama” shvaća se u skladu s relevantnim strateškim dokumentima i tehničkim smjernicama Organizacije;
3. „član” znači vlada, Europska zajednica ili bilo koja međuvladina organizacija iz članka 5. koja je izrazila pristanak biti vezana ovim Sporazumom, bilo da je on privremeno ili konačno na snazi;
4. „član proizvođač” znači svaki član smješten između Rakove i Jarčeve obratnice s resursima tropske šume i/ili neto izvoznik tropskog drva pod uvjetima obujma koji je naveden u Prilogu A i koji postane stranka ovog Sporazuma ili bilo koji član s resursima tropske šume i/ili neto izvoznik tropskog drva pod uvjetima obujma koji nije tako naveden i koji postane stranka ovog Sporazuma i kojeg Vijeće, uz suglasnost tog člana, proglašava članom proizvođačem;
5. „član potrošač” znači svaki član koji je uvoznik tropskog drva navedenog u Prilogu B koji postaje stranka ovog Sporazuma ili svaki član koji je uvoznik tropskoga drva koji nije tako naveden, a koji postaje strankom ovog Sporazuma i kojeg Vijeće, uz suglasnost toga člana, proglašava članom potrošačem;
6. „Organizacija” znači Međunarodna organizacija za tropsko drvo osnovana u skladu s člankom 3.;

7. „Vijeće” znači Međunarodno vijeće za tropsko drvo osnovano u skladu s člankom 6.;
8. „posebno glasovanje” znači glasovanje koje zahtijeva barem dvije trećine glasova članova proizvođača koji su prisutni i koji su glasovali i barem 60 % glasova članova potrošača koji su prisutni i koju su glasovali, zasebno zbrojenih, pod uvjetom da ti glasovi čine barem polovicu glasova članova proizvođača koji su prisutni i koji su glasovali i barem polovicu glasova članova potrošača koji su prisutni i koji su glasovali;
9. „glasovanje običnom raspodijeljenom većinom” znači glasovanje koje zahtijeva više od polovice glasova članova proizvođača koji su prisutni i koji su glasovali i više od polovice glasova članova potrošača koji su prisutni i koji su glasovali, zbrojenih zasebno;
10. „financijsko dvogodišnje razdoblje” znači razdoblje od 1. siječnja jedne godine do 31. prosinca sljedeće godine;
11. „slobodno konvertibilne valute” znači euro, japanski jen, britanska funta, švicarski franak, američki dolar i sve druge valute koje je odredila s vremena na vrijeme nadležna međunarodna monetarna organizacija, a koje se zapravo široko rabe za plaćanja za međunarodne transakcije i kojima se široko trguje na glavnim burzovnim tržištima;
12. Za potrebe izračuna raspodjele glasova u skladu s člankom 10. stavkom 2. podstavkom (b), „resursi tropskih šuma” znači prirodne zatvorene šume i plantaže šuma smještene između Rakove i Jarčeve obratnice.

POGLAVLJE III. ORGANIZACIJA I UPRAVA

Članak 3.

SJEDIŠTE I STRUKTURA MEĐUNARODNE ORGANIZACIJE ZA TROPSKO DRVO

1. Međunarodna organizacija za tropsko drvo osnovana Međunarodnim sporazumom o tropskom drvu iz 1983., nastavlja djelovati u svrhu upravljanja odredbama i nadzora nad provedbom ovog Sporazuma.
2. Organizacija djeluje kroz Vijeće osnovano u skladu s člankom 6., odbore i druga pomoćna tijela iz članka 26. te izvršnog direktora i osoblje.
3. Sjedište Organizacije uvijek je na području članice.
4. Sjedište Organizacije jest u Yokohami, osim ako Vijeće, posebnim glasovanjem u skladu s člankom 12., odluči drukčije.

5. Regionalni uredi Organizacije mogu se osnovati ako Vijeće tako odluči posebnim glasovanjem u skladu s člankom 12.

Članak 4. **ČLANSTVO U ORGANIZACIJI**

Dvije su kategorije članstva u Organizaciji, i to su:

- (a) proizvođač; i
- (b) potrošač.

Članak 5. **ČLANSTVO MEĐUVLADINIH ORGANIZACIJA**

1. Svako upućivanje u ovom Sporazumu na „vlade” tumači se tako da uključuje Europsku zajednicu i druge međuvladine organizacije koje imaju usporedive odgovornosti u vezi s pregovorima, sklapanjem i primjenom međunarodnih sporazuma, posebno robnih sporazuma. U skladu s time, svako upućivanje u ovom Sporazumu na potpisivanje, ratifikaciju, prihvata ili odobrenje ili obavijest o privremenoj primjeni ili pristupu, u slučaju tih organizacija, tumači se tako da uključuje upućivanje na potpisivanje, ratifikaciju, prihvata ili odobrenje ili obavijest o privremenoj primjeni ili na pristup tih organizacija.

2. U slučaju glasanja o pitanjima u njihovoj nadležnosti, Europska zajednica i druge međuvladine organizacije iz stavka 1. glasuju brojem glasova koji je jednak ukupnom broju glasova koji se mogu pripisati njihovim državama članicama koje su stranke Sporazuma u skladu s člankom 10. U tim slučajevima, države članice tih organizacija nemaju pravo na ostvarivanje svojih pojedinačnih glasačkih prava.

POGLAVLJE IV. MEĐUNARODNO VIJEĆE ZA TROPSKO DRVO

Članak 6. **SASTAV MEĐUNARODNOG VIJEĆA ZA TROPSKO DRVO**

1. Najviše tijelo Organizacije jest Međunarodno vijeće za tropsko drvo, koje se sastoji od svih članova Organizacije.
2. Svaki je član predstavljen u Vijeću jednim predstavnikom te može odrediti zamjenike i savjetnike za prisustvovanje sjednicama Vijeća.

3. Zamjenik je ovlašten djelovati i glasovati u ime predstavnika tijekom odsustva predstavnika ili u posebnim okolnostima.

Članak 7. OVLASTI I DUŽNOSTI VIJEĆA

Vijeće izvršava sve ovlasti i obavlja ili dogovara obavljanje svih dužnosti koje su potrebne za provedbu odredaba ovog Sporazuma. Ono posebno:

(a) posebnim glasovanjem u skladu s člankom 12., donosi pravila i propise koji su potrebni za provedbu odredaba ovog Sporazuma i s njima su usklađeni, uključujući vlastiti poslovnik i financijska pravila te pravilnik o osoblju Organizacije. Financijskim se pravilima i propisima, među ostalim, uređuje primitak i izdatak sredstava na računima iz članka 18. Vijeće može u svom poslovniku odrediti postupak kojim se može, bez sastajanja, odlučiti o posebnim pitanjima;

(b) donosi odluke koje su potrebne kako bi se osiguralo djelotvorno i učinkovito djelovanje i rad Organizacije; i

(c) vodi dokumentaciju koja je potrebna za izvršenje njegovih dužnosti u skladu s ovim Sporazumom.

Članak 8. PREDSJEDNIK I POTPREDSJEDNIK VIJEĆA

1. Vijeće bira za svaku kalendarsku godinu predsjednika i potpredsjednika, čije plaće ne isplaćuje Organizacija.

2. Biraju se predsjednik i potpredsjednik, jedan od predstavnika članova proizvođača i drugi od predstavnika članova potrošača.

3. Ti se položaji izmjenjuju svake godine između dvije kategorije članova, pod uvjetom, međutim, da se time ne zabranjuje ponovni izbor jednog ili oba, u iznimnim okolnostima.

4. U privremenoj odsutnosti predsjednika, potpredsjednik preuzima dužnosti predsjednika. U privremenoj odsutnosti predsjednika i potpredsjednika, ili u odsutnosti jednog ili oba tijekom ostatka mandata za koji su bili izabrani, Vijeće može birati nove službenike od predstavnika članova proizvođača i/ili od predstavnika članova potrošača, ovisno o slučaju, na privremenoj osnovi ili za ostatak mandata za koji je izabran prethodnik ili prethodnici.

Članak 9.
ZASJEDANJA VIJEĆA

1. Kao opće pravilo, Vijeće redovito zasjeda barem jednom godišnje.
2. Vijeće saziva posebno zasjedanje kadgod tako odluči ili na zahtjev bilo kojeg člana ili izvršnog direktora, u dogovoru s predsjednikom i potpredsjednikom Vijeća, i:
 - (a) većinom članova proizvođača ili većinom članova potrošača; ili
 - (b) većinom članova.
3. Zasjedanja Vijeća održavaju se u sjedištu Organizacije osim ako Vijeće, posebnim glasovanjem u skladu s člankom 12., odluči drukčije. S time u vezi, Vijeće nastoji sazivati druga zasjedanja Vijeća izvan sjedišta, po mogućnosti u zemlji proizvođaču.
4. Uzimajući u obzir učestalost i mjesto zasjedanja, Vijeće traži da se osigura raspoloživost dovoljnih sredstava.
5. Obavijest o svim zasjedanjima i dnevnom redu za ta zasjedanja dostavlja članovima izvršni direktor barem šest tjedana unaprijed, osim u slučajevima žurnosti, kad se obavijest dostavlja barem sedam dana unaprijed.

Članak 10.
RASPODJELA GLASOVA

1. Članovi proizvođači zajedno imaju 1 000 glasova, a članovi potrošači zajedno imaju 1 000 glasova.
2. Glasovi članova proizvođača raspodijeljeni su kako slijedi:
 - (a) četiristo glasova raspodijeljeno je jednako među tri proizvodne regije Afrike, Azije-Pacifik i Latinske Amerike i Kariba. Glasovi koji su tako dodijeljeni svakoj od tih regija potom su raspodijeljeni jednako među članovima proizvođačima te regije;
 - (b) tristo glasova raspodijeljeno je među članovima proizvođačima u skladu s njihovim udjelima ukupnih resursa tropskih šuma svih članova proizvođača; i
 - (c) tristo glasova raspodijeljeno je među članovima proizvođačima u omjeru s prosjekom vrijednosti njihova neto izvoza tropskog drva tijekom zadnjeg trogodišnjeg razdoblja za koje su raspoložive konačne brojke.
3. Neovisno o odredbama stavka 2. ovog članka, ukupan broj glasova dodijeljen članovima proizvođačima iz afričke regije, izračunat u skladu sa stavkom 2. ovog članka,

raspodjeljuje se jednako među svim članovima proizvođačima iz afričke regije. Ako ima preostalih glasova, svaki od tih glasova dodjeljuje se članu proizvođaču iz afričke regije: prvi članu proizvođaču kojem je dodijeljen najveći broj glasova izračunat u skladu sa stavkom 2. ovog članka, drugi članu proizvođaču kojem je dodijeljen drugi najveći broj glasova i tako dalje dok svi preostali glasovi nisu raspodijeljeni.

4. Podložno stavku 5. ovog članka, glasovi članova potrošača raspodijeljeni su kako slijedi: svaki član potrošač ima 10 početnih glasova; preostali glasovi raspodjeljuju se među članovima potrošačima u omjeru s prosječnim obujmom njihovih neto uvoza tropskog drva tijekom petogodišnjeg razdoblja koje započinje šest kalendarskih godina prije raspodjele glasova.

5. Glasovi raspodijeljeni članu potrošaču za određeno dvogodišnje razdoblje ne prelaze 5 % iznad glasova raspodijeljenih tom članu iz prethodnog dvogodišnjeg razdoblja. Višak glasova preraspodjeljuje se među članovima potrošačima u omjeru s prosječnim obujmom njihovih neto uvoza tropskog drva tijekom petogodišnjeg razdoblja koje započinje šest kalendarskih godina prije raspodjele glasova.

6. Vijeće može, posebnim glasovanjem u skladu s člankom 12., prilagoditi najmanji postotak potreban za posebno glasovanje članova potrošača, ako to smatra potrebnim.

7. Vijeće raspodjeljuje glasove za svako dvogodišnje razdoblje na početku prvog zasjedanja tog dvogodišnjeg razdoblja u skladu s odredbama ovog članka. Ta preraspodjela ostaje na snazi za ostatak tog dvogodišnjeg razdoblja, osim kako je predviđeno u stavku 8. ovog članka.

8. Svaki put kad se članstvo Organizacije izmijeni ili kad je bilo kojem članu pravo glasovanja suspendirano ili ponovno uspostavljeno na temelju bilo koje odredbe ovog Sporazuma, Vijeće preraspodjeljuje glasove unutar zahvaćene kategorije ili kategorija članova u skladu s odredbama ovog članka. U tom slučaju, Vijeće odlučuje kad takva preraspodjela stupa na snagu.

9. Nema djelomičnih glasova.

Članak 11.

POSTUPAK GLASOVANJA VIJEĆA

1. Svaki član ima pravo dati broj glasova koje ima, a nijedan član nema pravo razdjeliti svoje glasove. Međutim, član može dati glas drukčije od tih glasova za koje je ovlašten dati u skladu sa stavkom 2. ovog članka.

2. Pisanom obaviješću predsjedniku Vijeća, svaki član proizvođač može ovlastiti, u skladu sa svojom odgovornošću, svakog drugog člana proizvođača, i svaki član potrošač

može ovlastiti, u skladu sa svojom odgovornošću, svakog drugog člana potrošača, da predstavlja njegove interese i glasuje na svakom sastanku Vijeća.

3. U slučaju uzdržavanja od glasovanja, smatra se da član nije dao svoje glasove.

Članak 12.

ODLUKE I PREPORUKE VIJEĆA

1. Vijeće nastoji donijeti sve odluke i dati sve preporuke konsenzusom.
2. Ako se ne može postići konsenzus, Vijeće donosi sve odluke i daje sve preporuke običnom raspodijeljenom većinom glasova, osim ako ovaj Sporazum predviđa posebno glasovanje.
3. Kad se član koristi odredbama člana 11. stavka 2. i njegovi su glasovi dani na sastanku Vijeća, takav se član, za potrebe ovog članka, smatra prisutnim i da je glasovao.

Članak 13.

KVORUM ZA VIJEĆE

1. Kvorum za bilo koji sastanak Vijeća jest prisustvovanje većine članova svake kategorije iz članka 4., pod uvjetom da ti članovi imaju barem dvije trećine ukupnih glasova u svojim kategorijama.
2. Ako nema kvoruma u skladu sa stavkom 1. ovog članka na dan određen za sastanak i sljedećeg dana, kvorum sljedećih dana zasjedanja podrazumijeva prisutnost većine članova svake kategorije iz članka 4., pod uvjetom da ti članovi imaju većinu ukupnih glasova u svojim kategorijama.
3. Zastupljenost u skladu s člankom 11. stavkom 2. smatra se prisutnošću.

Članak 14.

IZVRŠNI DIREKTOR I OSOBLJE

1. Vijeće posebnim glasovanjem u skladu s člankom 12. imenuje izvršnog direktora.
2. Uvjete imenovanja izvršnog direktora određuje Vijeće.
3. Izvršni direktor jest glavni upravni službenik Organizacije i odgovoran je Vijeću za upravljanje i djelovanje ovog Sporazuma u skladu s odlukama Vijeća.
4. Izvršni direktor imenuje osoblje u skladu s odredbama koje određuje Vijeće. Osoblje odgovara izvršnom direktoru.

5. Ni izvršni direktor ni članovi osoblja ne smiju imati nikakav financijski interes u drvnoj industriji ili trgovini ili povezanim trgovinskim aktivnostima.

6. Pri izvršavanju svojih dužnosti, izvršni direktor i osoblje ne smiju tražiti ni primati upute od bilo kojeg člana ili od tijela koje je vanjsko u odnosu na Organizaciju. Oni se moraju uzdržavati od bilo kojeg djelovanja koje može negativno utjecati na njihove položaje kao međunarodne službenike koji su konačno odgovorni Vijeću. Svaki član mora poštovati isključivo međunarodnu prirodu odgovornosti izvršnog direktora i osoblja i ne smije pokušava utjecati na njih u obavljanju svojih dužnosti.

Članak 15.

SURADNJA I KOORDINACIJA S DRUGIM ORGANIZACIJAMA

1. Slijedeći ciljeve Sporazuma, Vijeće dogovara prema potrebi savjetovanja i suradnju s Ujedinjenim narodima i njihovim tijelima te specijaliziranim ustanovama, uključujući Konferenciju Ujedinjenih naroda o trgovini i razvoju (UNCTAD) i drugim mjerodavnim međunarodnim i regionalnim organizacijama i institucijama, privatnim sektorom, nevladinim organizacijama i civilnim društvom.

2. Organizacija u najvećoj mogućoj mjeri koristi prostore, usluge i stručnost međuvladinih, vladinih i nevladinih organizacija, civilnog društva i privatnog sektora kako bi izbjegla udvostručivanje napora pri postizanju ciljeva ovog Sporazuma te povećala usklađenost i učinkovitost njihovih aktivnosti.

3. Organizacija u potpunosti iskorištava prostore Zajedničkog fonda za proizvode.

Članak 16.

PRIMANJE PROMATRAČA

Vijeće može pozvati svaku članicu Ujedinjenih naroda ili državu sa statusom promatrača u Ujedinjenim narodima koja nije stranka ovog Sporazuma, ili bilo koju organizaciju iz članka 15. zainteresiranu za aktivnosti Organizacije, da prisustvuju zasjedanjima Vijeća kao promatrači.

POGLAVLJE V. POVLASTICE I IMUNITETI

Članak 17.

POVLASTICE I IMUNITETI

1. Organizacija ima pravnu osobnost. Ona posebno ima sposobnost sklapati ugovore, stjecati i raspolagati pokretnom i nepokretnom imovinom te pokretati sudske postupke.

2. Položaj, povlastice i imuniteti Organizacije, njezinog izvršnog direktora, njezinog osoblja i stručnjaka, te predstavnika članova dok se nalaze na državnom području Japana, nastavljaju se uređivati Sporazumom o sjedištu između Vlade Japana i Međunarodne organizacije za tropsko drvo potpisanim u Tokyju 27. veljače 1988., uz izmjene koje mogu biti potrebne za odgovarajuću provedbu ovog Sporazuma.
3. Organizacija može sklopiti, s jednom ili više zemalja, sporazume koje odobrava Vijeće koji se odnose na tu sposobnost, povlastice i imunitete u mjeri u kojoj je to potrebno za odgovarajuću provedbu ovog Sporazuma.
4. Ako se sjedište Organizacije preseli u drugu zemlju, dotični član, čim je moguće ranije, sklapa s Organizacijom sporazum o sjedištu koji odobrava Vijeće. Dok se ne sklopi takav sporazum, Organizacija traži od nove vlade domaćina da osigura, u granicama svog nacionalnog zakonodavstva, oslobođenje od oporezivanja na naknadu isplaćenu od strane Organizacije njezinim zaposlenicima i na sredstva, prihod i drugu imovinu Organizacije.
5. Sporazum o sjedištu neovisan je o ovom Sporazumu. Međutim, on prestaje:
 - (a) dogovorom između vlade domaćina i Organizacije;
 - (b) u slučaju da se sjedište Organizacije preseli iz zemlje vlade domaćina; ili
 - (c) u slučaju da Organizacija prestane postojati.

POGLAVLJE VI. FINACIJE

Članak 18. FINACIJSKI RAČUNI

1. Uspostavljaju se:
 - (a) administrativni račun, koji je račun procijenjenog doprinosa;
 - (b) poseban račun i Fond za partnerstvo Bali, koji su dobrovoljni računi za doprinose; i
 - (c) ostali računi koje Vijeće može smatrati primjerenima i potrebnima.
2. Vijeće utvrđuje, u skladu s člankom 7., financijska pravila koja osiguravaju transparentno upravljanje i upravljanje računima, uključujući pravila koja obuhvaćaju poravnanje računa po otkazu ili isteku ovog Sporazuma.

3. Izvršni direktor odgovoran je za upravljanje financijskim računima i o tome izvješćuje Vijeće.

Članak 19. **ADMINISTRATIVNI RAČUN**

1. Izdaci potrebni za upravljanje ovim Sporazumom unose se na administrativni račun i podmiruju se godišnjim doprinosima koje plaćaju članovi u skladu sa svojim ustavnim ili institucionalnim postupcima i procjenjuju se u skladu sa stavcima 4., 5. i 6. ovog članka.

2. Administrativni račun uključuje:

(a) osnovne administrativne troškove, primjerice plaće i povlastice, troškove nastanjenja i službena putovanja; i

(b) ključne operativne troškove, kao što su troškovi vezani uz komunikaciju i terenske usluge, stručne sastanke koje je sazvalo Vijeće te pripremu i objavu studija i procjena na temelju članaka 24., 27. i 28. ovog Sporazuma.

3. Troškove izaslanstava u Vijeću, odbora i bilo kojih drugih pomoćnih tijela Vijeća iz članka 26. snose dotični članovi. U slučajevima kad neki član traži posebne usluge od Organizacije, Vijeće traži da taj član plati troškove tih usluga.

4. Prije kraja svakog financijskog dvogodišnjeg razdoblja, Vijeće odobrava proračun za administrativni račun Organizacije za sljedeće dvogodišnje razdoblje i procjenjuje doprinos svakoga člana tom proračunu.

5. Doprinosi administrativnom računu za svako financijsko dvogodišnje razdoblje procjenjuju se kako slijedi:

(a) troškove iz stavka 2. točke (a) ovog članka dijele jednako članovi proizvođači i članovi potrošači i procjenjuju se razmjerno broju glasova svakoga člana u odnosu na ukupne glasove skupine člana;

(b) troškove iz stavka 2. točke (b) ovog članka dijele jednako članovi u omjerima od 20 % za proizvođače i 80 % za potrošače i procjenjuju se razmjerno broju glasova svakoga člana u odnosu na ukupne glasove skupine člana;

(c) troškovi iz stavka 2. točke (b) ovog članka ne prelaze jednu trećinu troškova iz stavka 2. točke (a) ovog članka. Vijeće može, uz opću suglasnost, odlučiti izmijeniti ovo ograničenje za određeno financijsko dvogodišnje razdoblje;

(d) Vijeće može razmotriti kako administrativni račun i dobrovoljni računi doprinose učinkovitom i djelotvornom djelovanju Organizacije u kontekstu ocjene iz članka 33.; i

(e) pri procjeni doprinosa, glasovi svakoga člana izračunavaju se bez uzimanja u obzir suspenzije bilo kojih glasačkih prava člana ili preraspodjele glasova koja proizlazi iz toga.

6. Početni doprinos svakoga člana koji se pridružuje Organizaciji nakon stupanja na snagu ovog Sporazuma procjenjuje Vijeće na temelju broja glasova koje ima taj član i razdoblja koje preostaje u trenutnom financijskom dvogodišnjem razdoblju, ali se time ne mijenja procjena o drugim članovima iz trenutačnog financijskog dvogodišnjeg razdoblja.

7. Doprinosi na administrativni račun dospijevaju prvog dana svake financijske godine. Doprinosi članova u vezi s financijskim dvogodišnjim razdobljem u kojem su isti pristupili Organizaciji dospijevaju na dan na koji oni postaju članovi.

8. Ako član nije u potpunosti uplatio doprinos za administrativni račun u roku od četiri mjeseca nakon što taj doprinos dospije u skladu sa stavkom 7. ovog članka, izvršni direktor traži da taj član izvrši uplatu u što je moguće skorijem roku. Ako taj član još uvijek nije uplatio njegov doprinos u roku od dva mjeseca nakon tog zahtjeva, od tog se člana traži da navede razloge za njegovu nemogućnost da izvrši uplatu. Ako po isteku od sedam mjeseci od dana dospijeca doprinosa taj član još uvijek nije uplatio svoj doprinos, suspendiraju se njegova glasačka prava do vremena dok u potpunosti uplati svoj doprinos, osim ako Vijeće, posebnim glasovanjem u skladu s člankom 12., odluči drukčije. Ako član nije u potpunosti uplatio svoj doprinos dvije uzastopne godine, uzimajući u obzir odredbe sadržane u članku 30., taj član počinje ne udovoljavati uvjetima za dostavu projektnih ili preprojektivnih prijedloga za razmatranje financiranja u skladu s člankom 25. stavkom 1.

9. Ako član u potpunosti uplati svoj doprinos na administrativni račun u roku od četiri mjeseca nakon što ti doprinosi dospiju u skladu sa stavkom 7. ovog članka, taj doprinos člana dobiva popust kako ga može odrediti Vijeće u financijskim pravilima Organizacije.

10. Član čija su prava suspendirana u skladu sa stavkom 8. ovog članka obvezan je uplatiti svoj doprinos.

Članak 20. POSEBNI RAČUN

1. Posebni račun sadrži dva podračuna:

(a) tematski programski podračun; i

(b) projektni podračun.

2. Mogući izvori financiranja za posebni račun jesu:

(a) Zajednički fond za proizvode;

(b) regionalne i međunarodne financijske institucije;

(c) dobrovoljni doprinosi članova; i

(d) drugi izvori.

3. Vijeće određuje kriterije i postupke za transparentno djelovanje posebnog računa. Ti postupci uzimaju u obzir potrebu za uravnoteženom zastupljenosti među članovima, uključujući članove koji daju doprinos, u djelovanju tematskog programskog podračuna i projektnog podračuna.

4. Svrha tematskog programskog podračuna jest omogućiti nenamjenske doprinose za financiranje odobrenih pretprojekata, projekata i aktivnosti koji su usklađeni s tematskim programima koje je odredilo Vijeće na temelju prioriteta politike i projekata koji su određeni u skladu s člancima 24. i 25.

5. Donatori mogu dodijeliti svoje doprinose posebnim tematskim programima ili mogu tražiti od izvršnog direktora da podnese prijedloge za dodjelu njihovih doprinosa.

6. Izvršni direktor redovito podnosi izvješće Vijeću o dodjeli i potrošnji sredstava u okviru podračuna za tematske programe te o provedbi, praćenju i ocjeni pretprojekata, projekata i aktivnosti i financijskim potrebama za uspješnu provedbu tematskih programa.

7. Svrha projektnog podračuna jest omogućiti namjenske doprinose za financiranje odobrenih pretprojekata, projekata i aktivnosti u skladu s člancima 24. i 25.

8. Namjenski doprinosi za projektni podračun koriste se isključivo za pretprojekte, projekte i aktivnosti za koje su isti bili određeni, osim ako donator odluči drukčije u savjetovanju s izvršnim direktorom. Po dovršetku ili isteku pretprojekta, projekta ili aktivnosti, darivatelj odlučuje o uporabi svih preostalih sredstava.

9. Kako bi osigurali potrebnu predvidivost sredstava za poseban račun, uzimajući u obzir dobrovoljnu prirodu doprinosa, članovi ga nastoje puniti kako bi se postigla odgovarajuća razina sredstava za punu provedbu pretprojekata, projekata i aktivnosti koje je odobrilo Vijeće.

10. Svi primici koji se odnose na posebne pretprojekte, projekte i aktivnosti pod projektnim podračunom ili tematskim programskim podračunom knjiže se na odgovarajući podračun. Svi rashodi nastali na tim pretprojektima, projektima ili aktivnostima, uključujući naknadu za rad i putne troškove konzultanata i stručnjaka terete se na istom podračunu.

11. Nijedan član nije odgovoran zbog svojeg članstva u Organizaciji ni za kakvo dugovanje koje proizlazi iz bilo kojeg djelovanja nekog drugog člana ili subjekta u vezi s pretprojektima, projektima ili aktivnostima.

12. Izvršni direktor osigurava pomoć u razvoju prijedloga za pretprojekte, projekte i aktivnosti u skladu s člancima 24. i 25. i nastoji tražiti, prema odredbama i uvjetima kako o njima može odlučiti Vijeće, primjereno i osigurano financiranje za odobrene pretprojekte, projekte i aktivnosti.

Članak 21.

FOND ZA PARTNERSTVO BALI

1. Osniva se Fond za održivo upravljanje drvom tropskih šuma kako bi pomagao članovima proizvođačima da obave potrebna ulaganja za postizanje cilja članka 1. točke (d) ovog Sporazuma.

2. Fond se sastoji od:

(a) doprinosa članova donatora;

(b) pedeset posto prihoda zarađenog kao posljedica aktivnosti povezanih s posebnim računom;

(c) sredstava iz ostalih privatnih i javnih izvora koje Organizacija može prihvatiti u skladu s njezinim financijskim pravilima; i

(d) drugih sredstava koje je odobrilo Vijeće.

3. Sredstva Fonda dodjeljuje Vijeće isključivo za pretprojekte i projekte određene u stavku 1. ovog članka i koji su odobreni u skladu s člancima 24. i 25.

4. Pri dodjeli sredstava Fonda, Vijeće utvrđuje kriterije i prioritete za korištenje Fondom, uzimajući u obzir:

(a) potrebe članova za pomoć pri postizanju izvoza tropskog drva i drvnih proizvoda iz izvora kojima se upravlja na održiv način;

(b) potrebe članova za određivanje i upravljanje značajnim programima za očuvanje u šumama koje proizvode drvo; i

(c) potrebe članova za provedbu programa za održivo upravljanje šumama.

5. Izvršni direktor osigurava pomoć u razvoju projektnih prijedloga u skladu s člankom 25. i nastoji tražiti, pod odredbama i uvjetima o kojima može odlučiti Vijeće, primjereno i osigurano financiranje za projekte koje je odobrilo Vijeće.

6. Članovi nastoje puniti Fond za partnerstvo Bali do odgovarajuće razine kako bi unaprijedili ciljeve Fonda.

7. Vijeće ispituje u redovitim razmacima primjerenost sredstava koja su raspoloživa Fondu i nastoji dobiti dodatna sredstva potrebna članovima proizvođačima za postizanje svrhe Fonda.

Članak 22. OBLICI PLAĆANJA

1. Financijski doprinosi računima uspostavljenima prema članku 18. plativi su u slobodnim konvertibilnim valutama i izuzeti su od deviznih ograničenja.

2. Vijeće također može odlučiti prihvatiti druge oblike doprinosa za račune uspostavljene prema članku 18., koji nisu administrativni račun, uključujući znanstvenu i tehničku opremu ili osoblje, kako bi se udovoljilo zahtjevima odobrenih projekata.

Članak 23. REVIZIJA I OBJAVA RAČUNÂ

1. Vijeće određuje neovisne revizore radi revizije računâ Organizacije.

2. Neovisno revidirani izvještaji o računima uspostavljenima na temelju članka 18. daju se na raspolaganje članovima u što skorijem mogućem roku po završetku svake financijske godine, ali ne kasnije od šest mjeseci nakon toga datuma, a Vijeće ih razmatra za odobrenje na svojem sljedećem zasjedanju, prema potrebi. Nakon toga se objavljuje sažetak revidiranih računa i bilanca stanja.

POGLAVLJE VII. OPERATIVNE AKTIVNOSTI

Članak 24.

AKTIVNOSTI OPĆE POLITIKE ORGANIZACIJE

1. Kako bi se postigli ciljevi određeni u članku 1., Organizacija na integrirani način pokreće aktivnosti opće politike i projektne aktivnosti.
2. Aktivnosti opće politike Organizacije trebale bi u najširem smislu doprinijeti postizanju ciljeva ovog Sporazuma za članove ITTO-a.
3. Vijeće na redovitoj osnovi utvrđuje akcijski plan koji će usmjeravati aktivnosti politike i odrediti prioritete i tematske programe iz članka 20. stavka 4. ovog Sporazuma. Prioriteti određeni u akcijskom planu odražavaju se u radnim programima koje odobrava Vijeće. Aktivnosti politike mogu uključivati razvoj i pripremu smjernica, priručnike, studije, izvješća, osnovne alate komunikacije i suradnje i sličan rad određen u akcijskom planu Organizacije.

Članak 25.

PROJEKTNE AKTIVNOSTI ORGANIZACIJE

1. Članovi i izvršni direktor mogu dostaviti pretprojektne i projektne prijedloge koji pridonose postizanju ciljeva ovog Sporazuma i jedan ili više prioritetnih područja za rad ili tematske programe određene u akcijskom planu koji je odobrilo Vijeće u skladu s člankom 24.
2. Vijeće određuje kriterije za odobravanje projekata i pretprojekata, uzimajući u obzir, između ostalog, njihovu važnost za ciljeve ovog Sporazuma i prioritetna područja za radne ili tematske programe, njihove učinke na okoliš i društvo, njihov odnos prema nacionalnim programima i strategijama za šume, njihovu isplativost, tehničke i regionalne potrebe, potrebu za izbjegavanjem udvostručavanja napora i potrebu za ugrađivanjem naučenih novih znanja.
3. Vijeće određuje raspored i postupak za dostavu, procjenu, odobrenje i davanje prioriteta pretprojektima i projektima koji traže financiranje od Organizacije te za provedbu, praćenje i ocjenu.
4. Izvršni direktor može suspendirati isplatu sredstava Organizacije za pretprojekt ili projekt ako se koriste protivno projektnom dokumentu ili u slučajevima prijevare, rasipanja, nemara ili lošeg upravljanja. Izvršni direktor dostavlja Vijeću na njegovu sljedećem zasjedanju izvješće na razmatranje. Vijeće poduzima odgovarajuće mjere.

5. Vijeće može odrediti, u skladu s dogovorenim kriterijima, ograničenja broja projekata i pretprojekata koje neki član ili izvršni direktor mogu dostaviti u određenom projektnom ciklusu. Vijeće također može poduzeti odgovarajuće mjere, uključujući suspenziju ili prestanak svojeg sponzorstva bilo kojeg pretprojekta ili projekta, slijedeći izvješće izvršnog direktora.

Članak 26.

ODBORI I POMOĆNA TIJELA

1. Osnivaju se sljedeći odbori kao odbori Organizacije, koji su otvoreni svim članovima:

- (a) Odbor za šumarstvo;
- (b) Odbor za gospodarstvo, statistiku i tržišta;
- (c) Odbor za pošumljavanje i upravljanje šumama; i
- (d) Odbor za financije i upravu.

2. Vijeće može, posebnim glasovanjem u skladu s člankom 12., osnovati ili raspustiti odbore i pomoćna tijela, prema potrebi.

3. Vijeće određuje djelovanje i područje primjene odbora i ostalih pomoćnih tijela. Odbori i druga pomoćna tijela odgovorni su Vijeću i rade pod njegovom nadležnošću.

POGLAVLJE VIII. STATISTIKA, STUDIJE I PODACI

Članak 27.

STATISTIKA, STUDIJE I PODACI

1. Vijeće ovlašćuje izvršnog direktora da uspostavi i održi bliske odnose s važnim međuvladinim, vladinim i nevladinim organizacijama kako bi pomogao da se osigura raspoloživost najnovijih i pouzdanih podataka i informacija, uključujući podatke o proizvodnji i trgovini tropskim drvom, kretanjima i nepodudarnostima podataka i važnim informacijama o netropskom drvu i o upravljanju šumama. U mjeri u kojoj je to potrebno za provedbu ovog Sporazuma, Organizacija u suradnji s tim organizacijama prikuplja, uspoređuje, analizira i objavljuje te podatke.

2. Organizacija doprinosi naporima za standardiziranje i usklađivanje međunarodnog izvještavanja o pitanjima vezanim uz šume, izbjegavajući preklapanja i udvostručavanje u prikupljanju podataka od različitih organizacija.

3. Članovi u najvećoj mogućoj mjeri koja je usklađena s njihovim nacionalnim zakonodavstvom, u roku koji je odredio izvršni direktor, dostavljaju statistiku i podatke o drvu, njihovoj trgovini i aktivnostima usmjerenim na postizanje održivog upravljanja šumama koje proizvode drvo i druge bitne podatke na zahtjev Vijeća. Vijeće odlučuje o vrsti podataka koje treba osigurati u skladu s ovim stavkom i o obliku u kojem se oni trebaju predočiti.

4. Na zahtjev ili gdje je potrebno, Vijeće nastoji poboljšati tehničku sposobnost država članica, a posebno država članica u razvoju, da udovolje zahtjevima za statistiku i izvješćivanje u skladu s ovim Sporazumom.

5. Ako član nije dostavio za dvije uzastopne godine statistiku i podatke potrebne u skladu sa stavkom 3. i nije zatražio pomoć izvršnog direktora, izvršni direktor na početku traži objašnjenje od tog člana u određenom roku. U slučaju da nema zadovoljavajućeg objašnjenja, Vijeće poduzima što je primjereno.

6. Vijeće dogovara provedbu svih relevantnih studija o kretanjima i o kratkoročnim i dugoročnim problemima o međunarodnim tržištima drvom i o napretku prema postizanju održivog upravljanja šumama koje proizvode drvo.

Članak 28.

GODIŠNJE IZVJEŠĆE I DVOGODIŠNJE PREISPITIVANJE

1. Vijeće objavljuje godišnje izvješće o svojim aktivnostima i druge podatke koje smatra primjerenim.

2. Vijeće svake dvije godine preispituje i procjenjuje:

(a) međunarodni položaj drva; i

(b) druge čimbenike, pitanja i kretanja koja se smatraju bitnima za postizanje ciljeva ovog Sporazuma.

3. Preispitivanje se provodi uzimajući u obzir:

(a) podatke koje dostavljaju članovi u vezi s nacionalnom proizvodnjom, trgovinom, ponudom, zalihama, potrošnjom i cijenama drva;

(b) druge statističke podatke i posebne pokazatelje koje osiguravaju članovi na zahtjev Vijeća;

(c) podatke koje dostavljaju članovi o svojem napretku prema održivom upravljanju svojim šumama;

(d) ostale relevantne podatke koji mogu biti raspoloživi Vijeću bilo izravno ili kroz organizacije u sustavu Ujedinjenih naroda i međuvladine, vladine i nevladine organizacije; i

(e) podatke koje dostavljaju članovi o svojem napretku prema uspostavljanju mehanizama nadzora i obavješćivanja u vezi nezakonite sječe i nezakonitom trgovinom tropskim drvom i nedrvinim šumskim proizvodima.

4. Vijeće promiče razmjenu stajališta među državama članicama u vezi s:

(a) stanjem održivog upravljanja šumama i povezanih pitanja u zemljama članicama; i

(b) tokovima sredstava i zahtjeva u vezi s ciljevima, kriterijima i smjernicama koje je odredila Organizacija.

5. Na zahtjev, Vijeće nastoji pojačati tehničku sposobnost država članica, posebno država članica u razvoju za dobivanje podataka potrebnih za odgovarajuće dijeljenje podataka, uključujući osiguravanje sredstava za osposobljavanje i mogućnosti za članove.

6. Rezultati preispitivanja uključuju se u odgovarajuća izvješća sa zasjedanja Vijeća.

POGLAVLJE IX. RAZNO

Članak 29.

OPĆE OBVEZE ČLANOVA

1. Članovi ulažu, za trajanja ovog Sporazuma, svoje najveće napore i surađuju na promicanju postizanja njegovih ciljeva i izbjegavaju svako djelovanje koje je tome protivno.

2. Članovi se obvezuju na prihvaćanje i provedbu odluka Vijeća u skladu s odredbama ovog Sporazuma i uzdržavaju se od provedbenih mjera koje bi imale učinak njihova ograničavanja ili suprotstavljanja.

Članak 30.

OSLOBOĐENJE OD OBVEZA

1. U slučaju kad je to potrebno zbog iznimnih okolnosti ili žurnosti ili više sile koji nisu izričito predviđeni u ovome Sporazumu, Vijeće može, posebnim glasovanjem u skladu s člankom 12., osloboditi člana od neke obveze u skladu s ovim Sporazumom ako je zadovoljno objašnjenjem toga člana u vezi razloga zašto se obveza ne može ispuniti.

2. Vijeće, pri dodjeli oslobođenja članu u skladu sa stavkom 1. ovog članka, navodi izričito uvjete prema kojima se član oslobađa takve obveze i za koje razdoblje, kao i razloge na temelju kojih se dodjeljuje oslobođenje.

Članak 31. PRITUŽBE I SPOROVI

Svaki član može uputiti Vijeću svaku pritužbu da je neki član propustio ispuniti svoje obveze u skladu s ovim Sporazumom i svaki spor o tumačenju ili primjeni ovog Sporazuma. Odluke Vijeća o tim pitanjima donose se uz opću suglasnost, neovisno o bilo kojoj drugoj odredbi ovog Sporazuma, te su konačne i obvezujuće.

Članak 32. DIFERENCIJALNE I DODATNE MJERE I POSEBNE MJERE

1. Članovi potrošači koji su zemlje u razvoju na čije su interese štetno utjecale mjere poduzete u skladu s ovim Sporazumom mogu podnijeti zahtjeve Vijeću za odgovarajuće diferencijalne i dodatne mjere. Vijeće razmatra poduzimanje odgovarajućih mjera u skladu s odjeljkom III. stavcima 3. i 4. Rezolucije 93. (IV.) Konferencije Ujedinjenih naroda o trgovini i razvoju.

2. Članovi u kategoriji najmanje razvijenih zemalja kako su ih odredili Ujedinjeni narodi mogu podnijeti zahtjeve Vijeću za posebne mjere u skladu s odjeljkom III. stavkom 4. Rezolucije 93. (IV.) i stavcima 56. i 57. Pariške deklaracije i Akcijskog programa za najmanje razvijene zemlje za 1990-e.

Članak 33. PREISPITIVANJE

Vijeće može ocijeniti provedbu ovog Sporazuma, uključujući ciljeve i financijske mehanizme, pet godina nakon njegova stupanja na snagu.

Članak 34. NEDISKRIMINACIJA

Ništa u ovome Sporazumu ne dopušta korištenje mjera za ograničavanje ili zabranu međunarodne trgovine, a posebno kad se odnose na uvoz i korištenje drva i drvniha proizvoda.

POGLAVLJE X. ZAVRŠNE ODREDBE

Članak 35. DEPOZITAR

Glavni tajnik Ujedinjenih naroda određuje se depozitarom ovog Sporazuma.

Članak 36. POTPISIVANJE, RATIFIKACIJA, PRIHVAT I ODOBRENJE

1. Ovaj je Sporazum otvoren za potpisivanje, u sjedištu Ujedinjenih naroda od 3. travnja 2006. do mjesec dana nakon datuma njegova stupanja na snagu, od strane vlada koje su pozvane na Konferenciju Ujedinjenih naroda za pregovore o sporazumu pravnom slijedniku Međunarodnog sporazuma o tropskom drvu iz 994.

2. Svaka vlada iz stavka 1. ovog članka može:

(a) u vrijeme potpisivanja ovog Sporazuma izjaviti da tim potpisom izražava svoj pristanak da bude vezana ovim Sporazumom (konačni potpis); ili

(b) nakon potpisivanja ovog Sporazuma, ratificirati, prihvatiti ili odobriti ga polaganjem isprave s tim učinkom kod depozitara.

3. Po potpisivanju i ratifikaciji, prihvatu ili odobrenju ili privremenoj primjeni, Europska zajednica ili bilo koja međuvladina organizacija iz članka 5. stavka 1. polaže izjavu koju je izdalo odgovarajuće tijelo te organizacije kojom određuje prirodu i opseg svoje nadležnosti nad pitanjima koja uređuje ovaj Sporazum te obavješćuje depozitara o svakoj naknadnoj značajnoj promjeni u toj nadležnosti. U slučaju kad ta organizacija proglasi isključivu nadležnost nad svim pitanjima koja uređuje ovaj Sporazum, države članice te organizacije ne smiju poduzimati radnje u skladu s člankom 36. stavkom 2., člankom 37. i člankom 38., ili poduzimati radnje u skladu s člankom 41. ili povući obavijest o privremenoj primjeni u skladu s člankom 38.

Članak 37. PRISTUPANJE

1. Ovaj je Sporazum otvoren za pristupanje vladama pod uvjetima koje je odredilo Vijeće, što uključuje rok za polaganje isprave o pristupu. Vijeće dostavlja ove uvjete depozitaru. Međutim, Vijeće može odobriti produljenja roka vladama koje nisu u mogućnosti pristupiti u roku određenom u uvjetima pristupanja.

2. Pristupanje se provodi polaganjem isprave o pristupu.

Članak 38.
OBAVIJEST O PRIVREMENOJ PRIMJENI

Vlada potpisnica koja namjerava ratificirati, prihvatiti ili odobriti ovaj Sporazum, ili vlada za koju je Vijeće odredilo uvjete za pristupanje, ali koja još uvijek nije bila u mogućnosti položiti svoju ispravu može u bilo kojem trenutku obavijestiti depozitara da će privremeno primjenjivati ovaj Sporazum u skladu sa svojim zakonima i propisima, bilo kad on stupi na snagu u skladu s člankom 39. ili, ako je već na snazi, na određeni datum.

Članak 39.
STUPANJE NA SNAGU

1. Ovaj Sporazum konačno stupa na snagu 1. veljače 2008. ili na bilo koji datum nakon toga, ako 12 vlada od proizvođača koji imaju barem 60 % ukupnih glasova kako je određeno u Prilogu A ovom Sporazumu i 10 vlada od potrošača kako su navedene u Prilogu B i koje čine 60 % globalnog obujma uvoza tropskog drva u referentnoj godini 2005. konačno potpišu ovaj Sporazum ili ga ratificiraju, prihvate ili odobre u skladu s člankom 36. stavkom 2. ili člankom 37.

2. Ako ovaj Sporazum nije konačno stupio na snagu 1. veljače 2008., on stupa na snagu privremeno na taj datum ili na bilo koji datum u roku od šest mjeseci nakon toga ako 10 vlada od proizvođača koji imaju barem 50 % ukupnih glasova kako je određeno u Prilogu A ovom Sporazumu i sedam vlada od potrošača kako su navedene u Prilogu B i koje čine 50 % globalnog obujma uvoza tropskog drva u referentnoj godini 2005. konačno potpišu ovaj Sporazum ili ga ratificiraju, prihvate ili odobre u skladu s člankom 36. stavkom 2., ili obavijeste depozitara u skladu s člankom 38. da će privremeno primjenjivati ovaj Sporazum.

3. Ako se ne udovolji zahtjevima za stupanje na snagu u skladu sa stavkom 1. ili stavkom 2. ovog članka 1. rujna 2008., glavni tajnik Ujedinjenih naroda poziva one vlade koje su konačno potpisale ovaj Sporazum ili su ga ratificirale, prihvatile ili odobrile u skladu s člankom 36. stavkom 2. ili su obavijestile depozitara da će privremeno primjenjivati ovaj Sporazum, kako bi se u najskorijem mogućem roku sastale i odlučile hoće li ovaj Sporazum staviti na snagu privremeno ili konačno između njih samih u cijelosti ili dijelom. Vlade koje odluče staviti ovaj Sporazum na snagu privremeno između njih samih mogu se sastati s vremena na vrijeme kako bi procijenile stanje i odlučile hoće li ovaj Sporazum stupiti na snagu između njih konačno.

4. Za svaku vladu koja nije obavijestila depozitara u skladu s člankom 38. da će privremeno primjenjivati ovaj Sporazum i koja položi svoju ispravu o ratifikaciji, prijehu, odobrenju ili pristupu nakon stupanja na snagu ovog Sporazuma, ovaj Sporazum stupa na snagu na datum tog polaganja.

5. Izvršni direktor Organizacije saziva Vijeće što je prije moguće nakon stupanja na snagu ovog Sporazuma.

Članak 40. IZMJENE

1. Vijeće može, posebnim glasovanjem u skladu s člankom 12., preporučiti članovima izmjenu ovog Sporazuma.

2. Vijeće utvrđuje datum do kojeg članovi obavješćuju depozitara o svojem prihvatu izmjene.

3. Izmjena stupa na snagu 90 dana nakon što depozitar primi obavijesti o prihvatu od članova koji čine barem dvije trećine članova proizvođača i sačinjavaju barem 75 % glasova članova proizvođača i od članova koji čine barem dvije trećine članova potrošača i sačinjavaju barem 75 % glasova članova potrošača.

4. Nakon što depozitar obavijesti Vijeće da su uvjeti za stupanje na snagu izmjene ispunjeni, i neovisno o odredbama stavka 2. ovog članka koji se odnosi na datum koji je odredilo Vijeće, član još uvijek može obavijestiti depozitara o svojem prihvatu izmjene, pod uvjetom da se ta obavijest dostavi prije stupanja na snagu izmjene.

5. Svaki član koji nije dostavio svoju obavijest o prihvatu neke izmjene do datuma na koji ta izmjena stupa na snagu prestaje biti stranka ovog Sporazuma od toga datuma, osim ako taj član uvjeri Vijeće da se njegov prihvata nije mogao dobiti pravodobno zbog poteškoća u okončanju njegovih ustavnih ili institucionalnih postupaka, a Vijeće odluči produljiti za tog člana razdoblje za prihvata izmjene. Taj član nije vezan izmjenom prije nego što obavijesti o prihvaćanju iste.

6. Ako nisu ispunjeni uvjeti za stupanje na snagu izmjene do datuma koji je odredilo Vijeće u skladu sa stavkom 2. ovog članka, izmjena se smatra povučenom.

Članak 41. POVLAČENJE

1. Član se može povući iz ovog Sporazuma u bilo koje vrijeme nakon stupanja na snagu Sporazuma pisanom obaviješću o povlačenju koja se dostavlja depozitaru. Taj član istodobno obavješćuje Vijeće o postupku koji je pokrenuo.

2. Povlačenje stupa na snagu 90 dana nakon što depozitar zaprimi obavijest.

3. Financijske obveze prema Organizaciji koje je preuzeo član u skladu s ovim Sporazumom ne prestaju njegovim povlačenjem.

Članak 42.
ISKLUČENJE

Ako Vijeće odluči da bilo koji član krši svoje obveze prema ovom Sporazumu i odluči da to kršenje značajno šteti provedbi ovog Sporazuma, ono može, posebnim glasovanjem u skladu s člankom 12., isključiti toga člana iz ovog Sporazuma. Vijeće o tome odmah obavješćuje depozitara. Šest mjeseci nakon datuma odluke Vijeća, taj član prestaje biti stranka ovog Sporazuma.

Članak 43.
**PORAVNANJE RAČUNA S ČLANOVIMA KOJI SU
SE POVUKLI ILI SU ISKLJUČENI ILI
S ČLANOVIMA KOJI NISU U MOGUĆNOSTI PRIHVATITI IZMJENU**

1. Vijeće određuje poravnanje računa s članom koji prestaje biti stranka ovog Sporazuma zbog:
 - (a) neprihvatanja izmjene ovog Sporazuma u skladu s člankom 40.;
 - (b) povlačenja iz ovog Sporazuma u skladu s člankom 41.; ili
 - (c) isključenja iz ovog Sporazuma u skladu s člankom 42.
2. Vijeće zadržava sve procjene ili doprinose uplaćene na financijske račune uspostavljene prema članku 18. od strane člana koji prestaje biti stranka ovog Sporazuma.
3. Član koji prestaje biti stranka ovog Sporazuma nema pravo na bilo koji udio u dobiti od likvidacije ili druge imovine Organizacije. Taj član također nije odgovoran za plaćanje bilo kojeg dijela manjka Organizacije, ako postoji, po prestanku ovog Sporazuma.

Članak 44.
TRAJANJE, PRODULJENJE I PRESTANAK

1. Ovaj Sporazum ostaje na snazi za razdoblje od 10 godina nakon njegova stupanja na snagu osim ako Vijeće, posebnim glasovanjem u skladu s člankom 12., odluči produžiti, dogovoriti novi ili ga otkazati u skladu s odredbama ovog članka.
2. Vijeće može, posebnim glasovanjem u skladu s člankom 12., odlučiti produžiti ovaj Sporazum za dva razdoblja, početno razdoblje od pet godina i dodatno razdoblje od tri godine.

3. Ako je, prije isteka razdoblja od 10 godina iz stavka 1. ovog članka ili prije isteka razdoblja produljenja iz stavka 2. ovog članka, ovisno o slučaju, dogovoren novi Sporazum koji zamjenjuje ovaj Sporazum, ali još nije stupio na snagu konačno ili privremeno, Vijeće može, posebnim glasovanjem u skladu s člankom 12., produljiti ovaj Sporazum do privremenog ili konačnog stupanja na snagu novoga Sporazuma.

4. Ako je novi Sporazum dogovoren i stupi na snagu tijekom bilo kojeg razdoblja produljenja ovog Sporazuma u skladu sa stavkom 2. ili stavkom 3. ovog članka, ovaj Sporazum, kako je produljen, prestaje po stupanju na snagu novoga Sporazuma.

5. Vijeće može u bilo koje vrijeme, posebnim glasovanjem u skladu s člankom 12., odlučiti otkazati ovaj Sporazum s učinkom od datuma koji ono može odrediti.

6. Neovisno o prestanku ovog Sporazuma, Vijeće nastavlja provoditi tijekom razdoblja koje ne prelazi 18 mjeseci likvidaciju Organizacije, uključujući poravnanje računa, i podložno relevantnim odlukama koje se donose posebnim glasovanjem u skladu s člankom 12. Vijeće tijekom tog razdoblja ima ovlasti i dužnosti koje su u te svrhe potrebne.

7. Vijeće obavješćuje depozitara o svakoj odluci koja je donesena na temelju ovog članka.

Članak 45. REZERVE

Na odredbe ovog Sporazuma ne mogu se staviti rezerve.

Članak 46. DODATNE I PRIJELAZNE ODREDBE

1. Ovaj je Sporazum pravni slijednik Međunarodnog sporazuma o tropskom drvu iz 1994.

2. Svi akti od strane ili u ime Organizacije ili bilo kojeg njezinog tijela u skladu s Međunarodnim sporazumom o tropskom drvu iz 1983., i/ili Međunarodnim sporazumom o tropskom drvu iz 1994., koji su na snazi na datum stupanja na snagu ovog Sporazuma i čije odredbe ne određuju istek na taj datum ostaju na snazi, osim ako se izmijene u skladu s odredbama ovog Sporazuma.

SASTAVLJENO u Ženevi 27. siječnja 2006., pri čemu su tekstovi na arapskom, kineskom, engleskom, francuskom, ruskom i španjolskom jeziku jednako vjerodostojni.

PRILOG A

Popis vlada koje prisustvuju Konferenciji Ujedinjenih naroda o pregovorima o sporazumu pravnom slijedniku Međunarodnog sporazuma o tropskom drvu iz 1994., koje su mogući članovi proizvođači kako je definirano u članku 2. (Definicije) i indikativna dodjela glasova u skladu s člankom 10. (Raspodjela glasova)

Članovi	Ukupni glasovi
AFRIKA	249
Angola	18
Benin	17
Kamerun*	18
Srednjoafrička Republika*	18
Côte d'Ivoire*	18
Demokratska Republika Kongo*	18
Gabon*	18
Gana*	18
Liberija*	18
Madagaskar	18
Nigerija	18
Republika Kongo*	18
Ruanda	17
Togo	17
AZIJA-PACIFIK	389
Kambodža*	15
Fidži*	14
Indija*	22
Indonezija*	131
Malezija*	105
Mjanmar*	33
Papua Nova Gvineja*	25
Filipini*	14
Tajland*	16
Vanuatu*	14
LATINSKA AMERIKA I KARIBI	362
Barbados	7
Bolivija*	19
Brazil*	157
Kolumbija*	19
Kostarika	7
Dominikanska Republika	7
Ekvador*	11
Gvatemala*	8
Gvajana*	12
Haiti	7
Honduras*	8
Meksiko*	15
Nikaragva	8
Panama*	8
Paragvaj	10
Peru*	24
Surinam*	10
Trinidad i Tobago*	7
Venezuela*	18
UKUPNO:	1 000

*član Međunarodnog sporazuma o tropskom drvu iz 1994.

PRILOG B

Popis vlada koje prisustvuju Konferenciji Ujedinjenih naroda o pregovorima o sporazumu pravnom slijedniku Međunarodnog sporazuma o tropskom drvu iz 1994., koje su mogući članovi potrošači kako je definirano u članku 2. (Definicije)

Albanija
Alžir
Australija*
Kanada*
Kina*
Egipat*
Europska zajednica*
 Austrija*
 Belgija*
 Češka
 Estonija
 Finska*
 Francuska*
 Njemačka*
 Grčka*
 Irska*
 Italija*
 Litva
 Luksemburg*
 Nizozemska*
 Poljska
 Portugal*
 Slovačka
 Španjolska*
 Švedska*
 Ujedinjena Kraljevina Velike Britanije i
 Sjeverne Irske*
Iran (Islamska Republika)
Irak
Japan*
Lesoto
Libijska Arapska Džamahirija
Maroko
Nepal*
Novi Zeland*
Norveška*
Republika Koreja*
Švicarska*
Sjedinjene Američke Države*

* član Međunarodnog sporazuma o tropskom drvu iz 1994.

INTERNATIONAL TROPICAL TIMBER AGREEMENT, 2006

PREAMBLE

The Parties to this Agreement,

(a) *Recalling* the Declaration and the Programme of Action on the Establishment of a New International Economic Order; the Integrated Programme for Commodities; the New Partnership for Development; and the Spirit of São Paulo and São Paulo Consensus, as adopted by UNCTAD XI;

(b) *Also recalling* the International Tropical Timber Agreement, 1983, and the International Tropical Timber Agreement, 1994, and recognizing the work of the International Tropical Timber Organization and its achievements since its inception, including a strategy for achieving international trade in tropical timber from sustainably managed sources;

(c) *Further recalling* the Johannesburg Declaration and Plan of Implementation as adopted by the World Summit on Sustainable Development in September 2002, the United Nations Forum on Forests established in October 2000 and the associated creation of the Collaborative Partnership on Forests, of which the International Tropical Timber Organization is a member, as well as the Rio Declaration on Environment and Development, the Non-Legally Binding Authoritative Statement of Principles for a Global Consensus on the Management, Conservation and Sustainable Development of All Types of Forests, and the relevant Chapters of Agenda 21 as adopted by the United Nations Conference on Environment and Development in June 1992, the United Nations Framework Convention on Climate Change, the United Nations Convention on Biological Diversity and the United Nations Convention to Combat Desertification;

(d) *Recognizing* that States have, in accordance with the Charter of the United Nations and the principles of international law, the sovereign right to exploit their own resources pursuant to their own environmental policies and have the responsibility to ensure that activities within their jurisdiction and control do not cause damage to the environment of other States or of areas beyond the limits of national jurisdiction, as set forth in principle 1(a) of the Non-Legally Binding Authoritative Statement of Principles for a Global Consensus on the Management, Conservation and Sustainable Development of All Types of Forests;

(e) *Recognizing* the importance of timber and related trade to the economies of timber producer countries;

(f) *Also recognizing* the importance of the multiple economic, environmental and social benefits provided by forests, including timber and non-timber forest products and environmental services, in the context of sustainable forest management, at local, national and global levels and the contribution of sustainable forest management to sustainable development and poverty alleviation and the achievement of internationally agreed development goals, including those contained in the Millennium Declaration;

(g) *Further recognizing* the need to promote and apply comparable criteria and indicators for sustainable forest management as important tools for all members to assess, monitor and promote progress toward sustainable management of their forests;

(h) *Taking into account* the linkages of the tropical timber trade and the international timber market and wider global economy and the need to take a global perspective in order to improve transparency in the international timber trade;

(i) *Reaffirming* their commitment to moving as rapidly as possible toward achieving exports of tropical timber and timber products from sustainably managed sources (*ITTO Objective 2000*) and recalling the establishment of the Bali Partnership Fund;

(j) *Recalling* the commitment made by consumer members in January 1994 to maintain or achieve the sustainable management of their forests;

(k) *Noting* the role of good governance, clear land tenure arrangements and cross-sectoral coordination in achieving sustainable forest management and legally sourced timber exports;

(l) *Recognizing* the importance of collaboration among members, international organizations, the private sector and civil society, including indigenous and local communities, and other stakeholders in promoting sustainable forest management;

(m) *Also recognizing* the importance of such collaboration for improving forest law enforcement and promoting trade from legally harvested timber;

(n) *Noting that* enhancing the capacity of forest -dependent indigenous and local communities, including those who are forest owners and managers, can contribute to achieving the objectives of this Agreement;

(o) *Also noting* the need to improve the standard of living and working conditions within the forest sector, taking into account relevant internationally recognized principles on these matters, and relevant International Labour Organization Conventions and instruments;

(p) *Noting* that timber is an energy-efficient, renewable and environmentally friendly raw material compared with competing products;

(q) *Recognizing* the need for increased investment in sustainable forest management, including through reinvesting revenues generated from forests, including from timber-related trade;

(r) *Also recognizing* the benefits of market prices that reflect the costs of sustainable forest management;

(s) *Further recognizing* the need for enhanced and predictable financial resources from a broad donor community to help achieve the objectives of this Agreement;

(t) Noting the special needs of least developed tropical timber producer countries.

Have agreed as follows;

CHAPTER I. OBJECTIVES

Article 1 OBJECTIVES

The objectives of the International Tropical Timber Agreement, 2006 (hereinafter referred to as "this Agreement") are to promote the expansion and diversification of international trade in tropical timber from sustainably managed and legally harvested forests and to promote the sustainable management of tropical timber producing forests by:

- (a) Providing an effective framework for consultation, international cooperation and policy development among all members with regard to all relevant aspects of the world timber economy;
- (b) Providing a forum for consultation to promote non-discriminatory timber trade practices;
- (c) Contributing to sustainable development and to poverty alleviation;
- (d) Enhancing the capacity of members to implement strategies for achieving exports of tropical timber and timber products from sustainably managed sources;
- (e) Promoting improved understanding of the structural conditions in international markets, including long-term trends in consumption and production, factors affecting market access, consumer preferences and prices, and conditions leading to prices which reflect the costs of sustainable forest management;
- (f) Promoting and supporting research and development with a view to improving forest management and efficiency of wood utilization and the competitiveness of wood products relative to other materials, as well as increasing the capacity to conserve and enhance other forest values in timber producing tropical forests;
- (g) Developing and contributing towards mechanisms for the provision of new and additional financial resources with a view to promoting the adequacy and predictability of funding and expertise needed to enhance the capacity of producer members to attain the objectives of this Agreement;
- (h) Improving market intelligence and encouraging information sharing on the international timber market with a view to ensuring greater transparency and better information on markets and market trends, including the gathering, compilation and dissemination of trade related data, including data related to species being traded;
- (i) Promoting increased and further processing of tropical timber from sustainable sources in producer member countries, with a view to promoting their industrialization and thereby increasing their employment opportunities and export earnings;
- (j) Encouraging members to support and develop tropical timber reforestation, as well as rehabilitation and restoration of degraded forest land, with due regard for the interests of local communities dependent on forest resources;

(k) Improving marketing and distribution of tropical timber and timber product exports from sustainably managed and legally harvested sources and which are legally traded, including promoting consumer awareness;

(l) Strengthening the capacity of members for the collection, processing and dissemination of statistics on their trade in timber and information on the sustainable management of their tropical forests;

(m) Encouraging members to develop national policies aimed at sustainable utilization and conservation of timber producing forests, and maintaining ecological balance, in the context of the tropical timber trade;

(n) Strengthening the capacity of members to improve forest law enforcement and governance, and address illegal logging and related trade in tropical timber;

(o) Encouraging information sharing for a better understanding of voluntary mechanisms such as, *inter alia*, certification, to promote sustainable management of tropical forests, and assisting member s with their efforts in this area;

(p) Promoting access to, and transfer of, technologies and technical cooperation to implement the objectives of this Agreement, including on concessional and preferential terms and conditions, as mutually agreed;

(q) Promoting better understanding of the contribution of non-timber forest products and environmental services to the sustainable management of tropical forests with the aim of enhancing the capacity of members to develop strategies to strengthen such contributions in the context of sustainable forest management, and cooperating with relevant institutions and processes to this end;

(r) Encouraging members to recognize the role of forest-dependent indigenous and local communities in achieving sustainable forest management and develop strategies to enhance the capacity of these communities to sustainably manage tropical timber producing forests; and

(s) Identifying and addressing relevant new and emerging issues.

CHAPTER II. DEFINITIONS

Article 2 DEFINITIONS

For the purposes of this Agreement:

1. "Tropical timber" means 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, sawnwood, veneer sheets and plywood;

2. "Sustainable forest management" will be understood according to the Organization's relevant policy documents and technical guidelines;
3. "Member" means a Government, the European Community or any 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. "Producer member" means any member situated between the Tropic of Cancer and the Tropic of Capricorn 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 member 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 member, declares to be a producer member;
5. "Consumer member" means any member which is an importer of tropical timber listed in annex B which becomes a party to this Agreement, or any member which is an importer of tropical timber not so listed which becomes a party to this Agreement and which the Council, with the consent of that member, declares to be a consumer 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 producer members present and voting and at least 60 per cent of the votes cast by consumer members present and voting, counted separately, on condition that these votes are cast by at least half of the producer members present and voting and at least half of the consumer members present and voting.
9. "Simple distributed majority vote" means a vote requiring more than half of the votes cast by producer members present and voting and more than half of the votes cast by consumer members present and voting, counted separately;
10. "Financial biennium" means the period from 1 January of one year to 31 December of the following year.
11. "Freely convertible currencies" means the euro, the Japanese yen, the pound sterling, the Swiss franc, 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.
12. For purposes of the calculation of the distribution of votes under article 10, paragraph 2(b), "tropical forest resources" means natural closed forests and forest plantations located between the Tropic of Cancer and the Tropic of Capricorn.

CHAPTER III. ORGANIZATION AND ADMINISTRATION

Article 3 HEADQUARTERS AND STRUCTURE OF THE INTERNATIONAL TROPICAL TIMBER ORGANIZATION

1. The International Tropical Timber Organization established by the International Tropical Timber Agreement, 1983 shall continue in being for the purposes of administering the provisions and supervising the operation of this Agreement.
2. The Organization shall function through the Council established under article 6, the committees and other subsidiary bodies referred to in article 26 and the Executive Director and staff.
3. The headquarters of the Organization shall at all times be located in the territory of a member.
4. The headquarters of the Organization shall be in Yokohama, unless the Council, by special vote in accordance with article 12, decides otherwise.
5. Regional offices of the Organization may be established if the Council so decides by special vote in accordance with article 12.

Article 4 MEMBERSHIP IN THE ORGANIZATION

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

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

Article 5 MEMBERSHIP BY INTERGOVERNMENTAL ORGANIZATIONS

1. Any reference in this Agreement to "Governments" shall be construed as including the European Community and other intergovernmental organizations having comparable 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 organizations, be construed as including a reference to signature, ratification, acceptance or approval, or to notification of provisional application, or to accession, by such organizations.
2. In the case of voting on matters within their competence, the European Community and other intergovernmental organizations referred to in paragraph 1 shall vote with a number of votes equal to the total number of votes attributable to their member States which are

parties to the Agreement in accordance with article 10. In such cases, the member States of such 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 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

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. In particular, it shall:

(a) By special vote in accordance with article 12, adopt such rules and regulations as are necessary to carry out the provisions of this Agreement and as are consistent therewith, including its own rules of procedure and the financial rules and staff regulations of the Organization. Such financial rules and regulations shall, *inter alia*, govern the receipt and expenditure of funds under the accounts established in article 18. The Council may, in its rules of procedure, provide for a procedure whereby it may, without meeting, decide specific questions;

(b) Take such decisions as are necessary to ensure the effective and efficient functioning and operation of the Organization; and

(c) 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 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 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 any member or the Executive Director, in agreement with the Chairman and Vice-Chairman of the Council, and:

(a) A majority of producer members or a majority of consumer members; or

(b) A majority of members.

3. Sessions of the Council shall be held at the headquarters of the Organization unless the Council, by special vote in accordance with article 12, decides otherwise. In this regard, the Council shall seek to convene alternate sessions of the Council outside headquarters, preferably in a producer country.

4. In considering the frequency and location of its sessions, the Council shall seek to ensure the availability of sufficient funds.

5. 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 producer members shall together hold 1,000 votes and the consumer members shall together hold 1,000 votes.

2. The votes of the producer 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 and the Caribbean. The votes thus allocated to each of these regions shall then be distributed equally among the producer members of that region;

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

(c) Three hundred votes shall be distributed among the producer 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 producer members from the African region, calculated in accordance with paragraph 2 of this article, shall be distributed equally among all producer members from the African region. If there are any remaining votes, each of these votes shall be allocated to a producer member from the African region: the first to the producer member which is allocated the highest number of votes calculated in accordance with paragraph 2 of this article, the second to the producer member which is allocated the second highest number of votes, and so on until all the remaining votes have been distributed.

4. Subject to paragraph 5 of this article, the votes of the consumer members shall be distributed as follows: each consumer member shall have 10 initial votes; the remaining votes shall be distributed among the consumer members in proportion to the average volume of their respective net imports of tropical timber during the five-year period commencing six calendar years prior to the distribution of votes.

5. The votes distributed to a consumer member for a given biennium shall not exceed 5 per cent over and above the votes distributed to that member for the previous biennium. Excess votes shall be redistributed among the consumer members in proportion to the average volume of their respective net imports of tropical timber during the five-year period commencing six calendar years prior to the distribution of votes.

6. The Council may, by special vote in accordance with article 12, adjust the minimum percentage required for a special vote by consumer members if it deems it necessary.

7. The Council shall distribute the votes for each financial biennium at the beginning of its first session of that biennium in accordance with the provisions of this article. Such distribution shall remain in effect for the rest of that biennium, except as provided for in paragraph 8 of this article.

8. 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.

9. 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 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 12
**DECISIONS AND RECOMMENDATIONS OF
THE COUNCIL**

1. The Council shall endeavour to take all decisions and to make all recommendations by consensus.
2. 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.
3. 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 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 14
EXECUTIVE DIRECTOR AND STAFF

1. The Council shall, by special vote in accordance with article 12, 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 staff in accordance with regulations to be established by the Council. 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 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 adversely 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.

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 and institutions, 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.

Article 16
ADMISSION OF OBSERVERS

The Council may invite any member or observer State of the United Nations which is not party to this Agreement, or any organization referred to in article 15 interested in the activities of the Organization, to attend as observers the sessions of the Council.

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 VI. FINANCE

Article 18 FINANCIAL ACCOUNTS

1. There shall be established:
 - (a) The Administrative Account, which is an assessed contribution account;
 - (b) The Special Account and The Bali Partnership Fund, which are voluntary contribution accounts; and

- (c) Other accounts that the Council might consider appropriate and necessary.
2. The Council shall establish, in accordance with article 7, financial rules that provide transparent management and administration of the accounts, including rules covering the settlement of accounts on termination or expiry of this Agreement.
 3. The Executive Director shall be responsible for, and report to the Council on the administration of the financial accounts.

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 4, 5 and 6 of this article.
2. The Administrative Account shall include:
 - (a) Basic administrative costs such as salaries and benefits, installation costs, and official travel; and
 - (b) Core operational costs such as those related to communication and outreach, expert meetings convened by the Council and preparation and publication of studies and assessments pursuant to articles 24, 27 and 28 of this Agreement.
3. The expenses of delegations to the Council, the committees and any other subsidiary bodies of the Council referred to in article 26 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.
4. Before the end of each financial biennium, the Council shall approve the budget for the Administrative Account of the Organization for the following biennium and shall assess the contribution of each member to that budget.
5. Contributions to the Administrative Account for each financial biennium shall be assessed as follows:
 - (a) The costs referred to in paragraph 2(a) of this article shall be shared equally among producer and consumer members and assessed in the proportion the number of each member's votes bears to the total votes of the member's group;
 - (b) The costs referred to in paragraph 2(b) of this article shall be shared among members in the proportions of 20 per cent for producers and 80 per cent for consumers and assessed in the proportion the number of each member's votes bears to the total votes of the member's group;
 - (c) The costs referred to in paragraph 2(b) of this article shall not exceed one third of the costs referred to in paragraph 2(a) of this article. The Council may, by consensus, decide to vary this limit for a specific financial biennium;

(d) The Council may review how the Administrative Account and the voluntary accounts contribute to the efficient and effective operation of the Organization in the context of the evaluation referred to in article 33; and

(e) In assessing contributions, the votes of each member shall be calculated without regard to the suspension of any member's voting rights or any redistribution of votes resulting therefrom.

6. 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 biennium, but the assessment made upon other members from the current financial biennium shall not thereby be altered.

7. Contributions to the Administrative Account shall become due on the first day of each financial year. Contributions of members in respect of the financial biennium in which they join the Organization shall be due on the date on which they become members.

8. If a member has not paid its full contribution to the Administrative Account within four months after such contribution becomes due in accordance with paragraph 7 of this article, the Executive Director shall request that 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 until such time as it has paid in full its contribution, unless the Council, by special vote in accordance with article 12, decides otherwise. If a member has not paid its contribution in full for two consecutive years, taking into account the provisions contained in article 30, that member shall become ineligible to submit project or pre-project proposals for funding consideration under article 25, paragraph 1.

9. If a member has paid its full contribution to the Administrative Account within four months after such contribution becomes due in accordance with paragraph 7 of this article, that member's contribution shall receive a discount as may be established by the Council in the financial rules of the Organization.

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

Article 20 **SPECIAL ACCOUNT**

1. The Special Account shall comprise two sub-accounts:

(a) The Thematic Programmes Sub-Account; and

(b) The Project Sub-Account.

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

- (a) The Common Fund for Commodities;
- (b) Regional and international financial institutions;
- (c) Voluntary contributions from members; and
- (d) Other sources.

3. The Council shall establish criteria and procedures for the transparent operation of the Special Account. Such procedures shall take into account the need for balanced representation among members, including contributing members, in the operation of the Thematic Programmes Sub-Account and the Project Sub-Account.

4. The purpose of the Thematic Programmes Sub-Account shall be to facilitate unearmarked contributions for the financing of approved pre -projects, projects and activities consistent with Thematic Programmes established by the Council on the basis of the policy and project priorities identified in accordance with articles 24 and 25.

5. The donors may allocate their contributions to specific Thematic Programmes or may request the Executive Director to make proposals for allocating their contributions.

6. The Executive Director shall report regularly to the Council on the allocation and expenditure of funds within the Thematic Programmes Sub-Account and on the implementation, monitoring and evaluation of pre-projects, projects and activities and the financial needs for the successful implementation of the Thematic Programmes.

7. The purpose of the Project Sub-Account shall be to facilitate earmarked contributions for the financing of pre-projects, projects and activities approved in accordance with articles 24 and 25.

8. Earmarked contributions to the Project Sub-Account shall be used only for the pre-projects, projects and activities for which they were designated, unless otherwise decided by the donor in consultation with the Executive Director. After the completion or termination of a pre-project, project or activity, the use of any remaining funds shall be decided by the donor.

9. To ensure the necessary predictability of funds for the Special Account, taking into consideration the voluntary nature of contributions, members shall strive to replenish it to attain an adequate resource level to fully carry out the pre-projects, projects and activities approved by Council.

10. All receipts pertaining to specific pre-projects, projects and activities under the Project Sub-Account or the Thematic Programmes Sub-Account shall be brought into the respective Sub-Account. All expenditures incurred on such pre-projects, projects or activities, including remuneration and travel expenses of consultants and experts, shall be charged to the same Sub-Account.

11. No member shall be responsible by reason of its membership in the Organization for any liability arising from any actions by any other member or entity in connection with pre-projects, projects or activities.

12. The Executive Director shall provide assistance in the development of proposals for pre-projects, projects and activities in accordance with articles 24 and 25 and endeavour to seek, on such terms and conditions as the Council may decide, adequate and assured finance for approved pre-projects, projects and activities.

Article 21

THE BALI PARTNERSHIP FUND

1. A Fund for sustainable management of tropical timber producing forests is hereby established to assist producer members to make the investments necessary to achieve the objective of article 1 (d) of this Agreement.

2. The Fund shall be constituted by:

- (a) Contributions from donor members;
- (b) Fifty per cent of income earned as a result of activities related to the Special Account;
- (c) Resources from other private and public sources which the Organization may accept consistent with its financial rules; and
- (d) Other sources approved by the Council.

3. Resources of the Fund shall be allocated by the Council only for pre-projects and projects for the purpose set out in paragraph 1 of this article and that have been approved in accordance with articles 24 and 25.

4. In allocating resources of the Fund, the Council shall establish criteria and priorities for use of the Fund, taking into account:

- (a) The needs of members for assistance in achieving exports of tropical timber and timber products from sustainably managed sources;
- (b) The needs of members to establish and manage significant conservation programmes in timber producing forests; and
- (c) The needs of members to implement sustainable forest management programmes.

5. The Executive Director shall provide assistance in the development of project proposals in accordance with article 25 and endeavour to seek, on such terms and conditions as the Council may decide, adequate and assured finance for projects approved by the Council.

6. Members shall strive to replenish the Bali Partnership Fund to an adequate level to further the objectives of the Fund.

7. The Council shall examine at regular intervals the adequacy of the resources available to the Fund and endeavour to obtain additional resources needed by producer members to achieve the purpose of the Fund.

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 VII. OPERATIONAL ACTIVITIES

Article 24
POLICY WORK OF THE ORGANIZATION

1. In order to achieve the objectives set out in article 1, the Organization shall undertake policy work and project activities in an integrated manner.

2. The policy work of the Organization should contribute to achieving the objectives of this Agreement for ITTO members broadly.

3. The Council shall establish on a regular basis an action plan to guide policy activities and identify priorities and the thematic programmes referred to in article 20, paragraph 4, of this Agreement. Priorities identified in the action plan shall be reflected in the work programmes approved by the Council. Policy activities may include the development and preparation of guidelines, manuals, studies, reports, basic communication and outreach tools, and similar work identified in the Organization's action plan.

Article 25
PROJECT ACTIVITIES OF THE ORGANIZATION

1. Members and the Executive Director may submit pre-project and project proposals which contribute to the achievement of the objectives of this Agreement and one or more of

the priority areas for work or thematic programmes identified in the action plan approved by the Council pursuant to article 24.

2. The Council shall establish criteria for approving projects and pre-projects, taking into account *inter alia* their relevance to the objectives of this Agreement and to priority areas for work or thematic programmes, their environmental and social effects, their relationship to national forest programmes and strategies, their cost effectiveness, technical and regional needs, the need to avoid duplication of efforts, and the need to incorporate lessons learned.

3. The Council shall establish a schedule and procedure for submitting, appraising, approving and prioritizing pre-projects and projects seeking funding from the Organization, as well as for their implementation, monitoring and evaluation.

4. The Executive Director may suspend disbursement of the Organization's funds to a preproject or project if they are being used contrary to the project document or in cases of fraud, waste, neglect or mismanagement. The Executive Director will provide to the Council at its next session a report for its consideration. The Council shall take appropriate action.

5. The Council may establish, according to agreed criteria, limits on the number of projects and pre-projects that a member or the Executive Director may submit in a given project cycle. The Council may also take appropriate measures, including suspension or termination of its sponsorship of any pre-project or project, following the report of the Executive Director.

Article 26

COMMITTEES AND SUBSIDIARY BODIES

1. The following are hereby established as Committees of the Organization, which shall be open to all members:

- (a) Committee on Forest Industry;
- (b) Committee on Economics, Statistics and Markets;
- (c) Committee on Reforestation and Forest Management; and
- (d) Committee on Finance and Administration.

2. The Council may, by special vote in accordance with article 12, establish or dissolve committees and subsidiary bodies as appropriate.

3. The Council shall determine the functioning and scope of work of the committees and other subsidiary bodies. The Committees and other subsidiary bodies shall be responsible to and work under the authority of the Council.

CHAPTER VIII. STATISTICS, STUDIES AND INFORMATION

Article 27 STATISTICS, STUDIES AND INFORMATION

1. The Council shall authorize the Executive Director to establish and maintain close relationships with relevant intergovernmental, governmental and non-governmental organizations in order to help ensure the availability of recent and reliable data and information, including on production and trade in tropical timber, trends and data discrepancies, as well as relevant information on non-tropical timber and on the management of timber producing forests. As deemed necessary for the operation of this Agreement, the Organization, in cooperation with such organizations, shall compile, collate, analyse and publish such information.
2. The Organization shall contribute to efforts to standardize and harmonize international reporting on forest -related matters, avoiding overlapping and duplication in data collection from different organizations.
3. Members shall, to the fullest extent possible not inconsistent with their national legislation, furnish, within the time specified by the Executive Director, statistics and information on timber, its trade and activities aimed at achieving sustainable management of timber producing forests, as well as other relevant information as requested by the Council. The Council shall decide on the type of information to be provided under this paragraph and on the format in which it is to be presented.
4. Upon request or where necessary, the Council shall endeavour to enhance the technical capacity of member countries, in particular developing member countries, to meet the statistics and reporting requirements under this Agreement.
5. If a member has not furnished, for two consecutive years, the statistics and information required under paragraph 3 and has not sought the assistance of the Executive Director, the Executive Director shall initially request an explanation from that member within a specified time. In the event that no satisfactory explanation is forthcoming, the Council shall take such action as it deems appropriate.
6. The Council shall arrange to have any relevant studies undertaken of the trends and of short and long-term problems of the international timber markets and of the progress towards the achievement of sustainable management of timber producing forests.

Article 28 ANNUAL REPORT AND BIENNIAL 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; and

(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;

(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; and

(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; and

(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 corresponding Council session reports.

CHAPTER IX. MISCELLANEOUS

Article 29

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 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 30

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 in accordance with article 12, 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 31

COMPLAINTS AND DISPUTES

Any member may bring to the Council 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. Decisions by the Council on these matters shall be taken by consensus, notwithstanding any other provision of this Agreement, and be final and binding.

Article 32

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 33

REVIEW

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

Article 34
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 X. FINAL PROVISIONS

Article 35
DEPOSITARY

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

Article 36
SIGNATURE, RATIFICATION, ACCEPTANCE
AND APPROVAL

1. This Agreement shall be open for signature, at United Nations Headquarters from 3 April 2006 until one month after the date of its entry into force, by Governments invited to the United Nations Conference for the Negotiation of a Successor Agreement to the International Tropical Timber Agreement, 1994.

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.

3. Upon signature and ratification, acceptance or approval, or accession, or provisional application, the European Community or any intergovernmental organization referred to in article 5, paragraph 1, shall deposit a declaration issued by the appropriate authority of such organization specifying the nature and extent of its competence over matters governed by this Agreement, and shall inform the depositary of any subsequent substantial change in such competence. Where such organization declares exclusive competence over all matters governed by this Agreement, the member States of such organization shall not take the actions under article 36, paragraph 2, article 37 and article 38, or shall take the action under article 41 or withdraw notification of provisional application under article 38.

Article 37
ACCESSION

1. This Agreement shall be open for accession by Governments upon conditions established by the Council, which shall include a time-limit for the deposit of instruments of accession. These conditions shall be transmitted by the Council to the Depositary. 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 38

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 in accordance with its laws and regulations, either when it enters into force in accordance with article 39 or, if it is already in force, at a specified date.

Article 39

ENTRY INTO FORCE

1. This Agreement shall enter into force definitively on 1 February 2008 or on any date thereafter, if 12 Governments of producers holding at least 60 per cent of the total votes as set out in Annex A to this Agreement and 10 Governments of consumers as listed in annex B and accounting for 60 per cent of the global import volume of tropical timber in the reference year 2005 have signed this Agreement definitively or have ratified, accepted or approved it pursuant to article 36, paragraph 2, or article 37.

2. If this Agreement has not entered into force definitively on 1 February 2008, it shall enter into force provisionally on that date or on any date within six months thereafter if 10 Governments of producers holding at least 50 per cent of the total votes as set out in Annex A to this Agreement and seven Governments of consumers as listed in annex B and accounting for 50 per cent of the global import volume of tropical timber in the reference year 2005 have signed this Agreement definitively or have ratified, accepted or approved it pursuant to article 36, paragraph 2, or have notified the depositary under article 38 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 September 2008, 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 36, 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 38 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 Executive Director of the Organization shall convene the Council as soon as possible after the entry into force of this Agreement.

Article 40 AMENDMENTS

1. The Council may, by special vote in accordance with article 12, recommend an amendment of this Agreement to 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 at least two thirds of the producer members and accounting for at least 75 per cent of the votes of the producer members, and from members constituting at least two thirds of the consumer members and accounting for at least 75 per cent of the votes of the consumer 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 41 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 42
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 in accordance with article 12, exclude that member from this Agreement. The Council shall immediately so notify the depositary. Six months after the date of the Council's decision, that member shall cease to be a party to this Agreement.

Article 43
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 40;
 - (b) Withdrawal from this Agreement under article 41; or
 - (c) Exclusion from this Agreement under article 42.
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 44
DURATION, EXTENSION AND TERMINATION

1. This Agreement shall remain in force for a period of 10 years after its entry into force unless the Council, by special vote in accordance with article 12, decides to extend, renegotiate or terminate it in accordance with the provisions of this article.
2. The Council may, by special vote in accordance with article 12, decide to extend this Agreement for two periods, an initial period of five years and an additional one of three years.
3. If, before the expiry of the 10-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, the 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 in accordance with article 12, extend this Agreement until the provisional or definitive entry into force of the new Agreement.

4. If the 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 in accordance with article 12, 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 in accordance with article 12, shall have during that period such powers and functions as may be necessary for these purposes.

7. The Council shall notify the depositary of any decision taken under this article.

Article 45 RESERVATIONS

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

Article 46 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.

DONE at Geneva on 27 January 2006, the texts of this Agreement in the Arabic, Chinese, English, French, Russian and Spanish languages being equally authentic.

ANNEX A

**List of Governments attending the United Nations Conference for the
Negotiation of a Successor Agreement to the International Tropical Timber
Agreement, 1994 that are potential producer members as defined in
article 2 (Definitions) and indicative allocation of votes as per article 10
(Distribution of Votes)**

Members	Total votes
AFRIKA	249
Angola	18
Benin	17
Cameroon*	18
Central African Republic*	18
Cote d'Ivoire*	18
Democratic Republic of the Congo*	18
Gabon*	18
Ghana*	18
Liberia*	18
Madagascar	18
Nigeria*	18
Republic of Congo*	18
Rwanda	17
Togo*	17
ASIA-PACIFIC	389
Cambodia*	15
Fiji*	14
India*	22
Indonesia*	131
Malaysia*	105
Myanmar*	33
Papua New Guinea*	25
Philippines*	14
Thailand*	16
Vanuatu*	14
LATIN AMERICA AND THE CARIBBEAN	362
Barbados	7
Bolivia*	19
Brazil*	157
Colombia*	19
Costa Rica	7
Dominican Republic	7
Ecuador*	11
Guatemala*	8
Guyana*	12
Haiti	7
Honduras*	8
Mexico*	15
Nicaragua	8
Panama*	8
Paraguay	10
Peru*	24
Suriname*	10
Trinidad & Tobago*	7
Venezuela*	18
TOTAL:	1 000

* Member of the International Tropical Timber Agreement, 1994

ANNEX B

List of Governments attending the United Nations Conference for the Negotiation of a Successor Agreement to the International Tropical Timber Agreement, 1994 that are potential consumer members as defined in article 2 (Definitions)

Albania
Algeria
Australia*
Canada*
China*
Egypt*
European Community*
 Austria*
 Belgium*
 Czech Republic
 Estonia
 Finland*
 France*
 Germany*
 Greece*
 Ireland*
 Italy*
 Lithuania
 Luxembourg*
 Netherlands*
 Poland
 Portugal*
 Slovakia
 Spain*
 Sweden*
 United Kingdom of Great Britain and
 Northern Ireland*
Iran (Islamic Republic of)
Iraq
Japan*
Lesotho
Libyan Arab Jamahiriya
Morocco
Nepal*
New Zealand*
Norway*
Republic of Korea*
Switzerland*
United States of America*

* Member of the International Tropical Timber Agreement, 1994

Članak 3.

Provedba ovoga Zakona u djelokrugu je središnjeg tijela državne uprave nadležnog za poslove drvne industrije.

Članak 4.

Na dan stupanja na snagu ovoga Zakona, Sporazum iz članka 1. ovoga Zakona nije na snazi u odnosu na Republiku Hrvatsku te će se podaci o njegovom stupanju na snagu objaviti u skladu s odredbom članka 30. stavka 3. Zakona o sklapanju i izvršavanju međunarodnih ugovora.

Članak 5.

Ovaj Zakon stupa na snagu osmoga dana od dana objave u Narodnim novinama.

Klasa:
Zagreb,

HRVATSKI SABOR

**Predsjednik
Hrvatskoga sabora**

Josip Leko v.r.

OBRAZLOŽENJE

Člankom 1. Konačnog prijedloga zakona utvrđuje se da Hrvatski sabor potvrđuje Međunarodni sporazum o tropskom drvu iz 2006., u skladu s odredbom članka 140. stavka 1. Ustava Republike Hrvatske (Narodne novine, br. 85/2010 - pročišćeni tekst i 5/2014 – Odluka Ustavnog suda Republike Hrvatske) i članka 18. Zakona o sklapanju i izvršavanju međunarodnih ugovora (Narodne novine, br. 28/96), čime se iskazuje formalni pristanak Republike Hrvatske da bude vezana njegovim odredbama, a na temelju čega će taj pristanak biti izražen i na međunarodnoj razini polaganjem isprave o pristupu.

Članak 2. sadrži tekst Međunarodnog sporazuma o tropskom drvu iz 2006., u izvorniku na engleskom jeziku i u prijevodu na hrvatski jezik.

Člankom 3. utvrđuje se da je provedba Zakona u djelokrugu središnjeg tijela državne uprave nadležnog za poslove drvne industrije.

Člankom 4. utvrđuje se da na dan stupanja Zakona na snagu, Sporazum iz članka 1. Zakona nije na snazi u odnosu na Republiku Hrvatsku te da će se podaci o njegovom stupanju na snagu objaviti u skladu s odredbom članka 30. stavka 3. Zakona o sklapanju i izvršavanju međunarodnih ugovora.

Člankom 5. Zakona uređuje se stupanje na snagu ovoga Zakona.

INTERNATIONAL TROPICAL TIMBER AGREEMENT, 2006



UNITED NATIONS
2006

INTERNATIONAL TROPICAL TIMBER AGREEMENT, 2006

PREAMBLE

The Parties to this Agreement,

(a) *Recalling* the Declaration and the Programme of Action on the Establishment of a New International Economic Order; the Integrated Programme for Commodities; the New Partnership for Development; and the Spirit of São Paulo and São Paulo Consensus, as adopted by UNCTAD XI;

(b) *Also recalling* the International Tropical Timber Agreement, 1983, and the International Tropical Timber Agreement, 1994, and recognizing the work of the International Tropical Timber Organization and its achievements since its inception, including a strategy for achieving international trade in tropical timber from sustainably managed sources;

(c) *Further recalling* the Johannesburg Declaration and Plan of Implementation as adopted by the World Summit on Sustainable Development in September 2002, the United Nations Forum on Forests established in October 2000 and the associated creation of the Collaborative Partnership on Forests, of which the International Tropical Timber Organization is a member, as well as the Rio Declaration on Environment and Development, the Non-Legally Binding Authoritative Statement of Principles for a Global Consensus on the Management, Conservation and Sustainable Development of All Types of Forests, and the relevant Chapters of Agenda 21 as adopted by the United Nations Conference on Environment and Development in June 1992, the United Nations Framework Convention on Climate Change, the United Nations Convention on Biological Diversity and the United Nations Convention to Combat Desertification;

(d) *Recognizing* that States have, in accordance with the Charter of the United Nations and the principles of international law, the sovereign right to exploit their own resources pursuant to their own environmental policies and have the responsibility to ensure that activities within their jurisdiction and control do not cause damage to the environment of other States or of areas beyond the limits of national jurisdiction, as set forth in principle 1(a) of the Non-Legally Binding Authoritative Statement of Principles for a Global Consensus on the Management, Conservation and Sustainable Development of All Types of Forests;

(e) *Recognizing* the importance of timber and related trade to the economies of timber producer countries;

(f) *Also recognizing* the importance of the multiple economic, environmental and social benefits provided by forests, including timber and non-timber forest products and environmental services, in the context of

sustainable forest management, at local, national and global levels and the contribution of sustainable forest management to sustainable development and poverty alleviation and the achievement of internationally agreed development goals, including those contained in the Millennium Declaration;

(g) *Further recognizing* the need to promote and apply comparable criteria and indicators for sustainable forest management as important tools for all members to assess, monitor and promote progress toward sustainable management of their forests;

(h) *Taking into account* the linkages of the tropical timber trade and the international timber market and wider global economy and the need to take a global perspective in order to improve transparency in the international timber trade;

(i) *Reaffirming* their commitment to moving as rapidly as possible toward achieving exports of tropical timber and timber products from sustainably managed sources (*ITTO Objective 2000*) and recalling the establishment of the Bali Partnership Fund;

(j) *Recalling* the commitment made by consumer members in January 1994 to maintain or achieve the sustainable management of their forests;

(k) *Noting* the role of good governance, clear land tenure arrangements and cross-sectoral coordination in achieving sustainable forest management and legally sourced timber exports;

(l) *Recognizing* the importance of collaboration among members, international organizations, the private sector and civil society, including indigenous and local communities, and other stakeholders in promoting sustainable forest management;

(m) *Also recognizing* the importance of such collaboration for improving forest law enforcement and promoting trade from legally harvested timber;

(n) *Noting that* enhancing the capacity of forest-dependent indigenous and local communities, including those who are forest owners and managers, can contribute to achieving the objectives of this Agreement;

(o) *Also noting* the need to improve the standard of living and working conditions within the forest sector, taking into account relevant internationally recognized principles on these matters, and relevant International Labour Organization Conventions and instruments;

(p) *Noting* that timber is an energy-efficient, renewable and environmentally friendly raw material compared with competing products;

(q) *Recognizing* the need for increased investment in sustainable forest management, including through reinvesting revenues generated from forests, including from timber-related trade;

(r) *Also recognizing* the benefits of market prices that reflect the costs of sustainable forest management;

(s) *Further recognizing* the need for enhanced and predictable financial resources from a broad donor community to help achieve the objectives of this Agreement;

(t) *Noting* the special needs of least developed tropical timber producer countries.

Have agreed as follows;

CHAPTER I. OBJECTIVES

Article 1 OBJECTIVES

The objectives of the International Tropical Timber Agreement, 2006 (hereinafter referred to as "this Agreement") are to promote the expansion and diversification of international trade in tropical timber from sustainably managed and legally harvested forests and to promote the sustainable management of tropical timber producing forests by:

(a) Providing an effective framework for consultation, international cooperation and policy development among all members with regard to all relevant aspects of the world timber economy;

(b) Providing a forum for consultation to promote non-discriminatory timber trade practices;

(c) Contributing to sustainable development and to poverty alleviation;

(d) Enhancing the capacity of members to implement strategies for achieving exports of tropical timber and timber products from sustainably managed sources;

(e) Promoting improved understanding of the structural conditions in international markets, including long-term trends in consumption and production, factors affecting market access, consumer preferences and prices, and conditions leading to prices which reflect the costs of sustainable forest management;

(f) Promoting and supporting research and development with a view to improving forest management and efficiency of wood utilization and the competitiveness of wood products relative to other materials, as well as increasing the capacity to conserve and enhance other forest values in timber producing tropical forests;

(g) Developing and contributing towards mechanisms for the provision of new and additional financial resources with a view to promoting the adequacy and predictability of funding and expertise needed to enhance the capacity of producer members to attain the objectives of this Agreement;

(h) Improving market intelligence and encouraging information sharing on the international timber market with a view to ensuring greater transparency and better information on markets and market trends, including the gathering, compilation and dissemination of trade related data, including data related to species being traded;

(i) Promoting increased and further processing of tropical timber from sustainable sources in producer member countries, with a view to promoting their industrialization and thereby increasing their employment opportunities and export earnings;

(j) Encouraging members to support and develop tropical timber reforestation, as well as rehabilitation and restoration of degraded forest land, with due regard for the interests of local communities dependent on forest resources;

(k) Improving marketing and distribution of tropical timber and timber product exports from sustainably managed and legally harvested sources and which are legally traded, including promoting consumer awareness;

(l) Strengthening the capacity of members for the collection, processing and dissemination of statistics on their trade in timber and information on the sustainable management of their tropical forests;

(m) Encouraging members to develop national policies aimed at sustainable utilization and conservation of timber producing forests, and maintaining ecological balance, in the context of the tropical timber trade;

(n) Strengthening the capacity of members to improve forest law enforcement and governance, and address illegal logging and related trade in tropical timber;

(o) Encouraging information sharing for a better understanding of voluntary mechanisms such as, inter alia, certification, to promote sustainable management of tropical forests, and assisting members with their efforts in this area;

(p) Promoting access to, and transfer of, technologies and technical cooperation to implement the objectives of this Agreement, including on concessional and preferential terms and conditions, as mutually agreed;

(q) Promoting better understanding of the contribution of non-timber forest products and environmental services to the sustainable management of tropical forests with the aim of enhancing the capacity of members to develop strategies to strengthen such contributions in the context of sustainable forest management, and cooperating with relevant institutions and processes to this end;

(r) Encouraging members to recognize the role of forest-dependent indigenous and local communities in achieving sustainable forest management and develop strategies to enhance the capacity of these communities to sustainably manage tropical timber producing forests; and

(s) Identifying and addressing relevant new and emerging issues.

CHAPTER II. DEFINITIONS

Article 2 DEFINITIONS

For the purposes of this Agreement:

1. "Tropical timber" means 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, sawnwood, veneer sheets and plywood;

2. "Sustainable forest management" will be understood according to the Organization's relevant policy documents and technical guidelines;

3. "Member" means a Government, the European Community or any 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. "Producer member" means any member situated between the Tropic of Cancer and the Tropic of Capricorn 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 member 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 member, declares to be a producer member;
5. "Consumer member" means any member which is an importer of tropical timber listed in Annex B which becomes a party to this Agreement, or any member which is an importer of tropical timber not so listed which becomes a party to this Agreement and which the Council, with the consent of that member, declares to be a consumer 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 producer members present and voting and at least 60 per cent of the votes cast by consumer members present and voting, counted separately, on condition that these votes are cast by at least half of the producer members present and voting and at least half of the consumer members present and voting.
9. "Simple distributed majority vote" means a vote requiring more than half of the votes cast by producer members present and voting and more than half of the votes cast by consumer members present and voting, counted separately;
10. "Financial biennium" means the period from 1 January of one year to 31 December of the following year.
11. "Freely convertible currencies" means the euro, the Japanese yen, the pound sterling, the Swiss franc, 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.

12. For purposes of the calculation of the distribution of votes under article 10, paragraph 2(b), "tropical forest resources" means natural closed forests and forest plantations located between the Tropic of Cancer and the Tropic of Capricorn.

CHAPTER III. ORGANIZATION AND ADMINISTRATION

Article 3 HEADQUARTERS AND STRUCTURE OF THE INTERNATIONAL TROPICAL TIMBER ORGANIZATION

1. The International Tropical Timber Organization established by the International Tropical Timber Agreement, 1983 shall continue in being for the purposes of administering the provisions and supervising the operation of this Agreement.
2. The Organization shall function through the Council established under article 6, the committees and other subsidiary bodies referred to in article 26 and the Executive Director and staff.
3. The headquarters of the Organization shall at all times be located in the territory of a member.
4. The headquarters of the Organization shall be in Yokohama, unless the Council, by special vote in accordance with article 12, decides otherwise.
5. Regional offices of the Organization may be established if the Council so decides by special vote in accordance with article 12.

Article 4 MEMBERSHIP IN THE ORGANIZATION

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

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

Article 5
MEMBERSHIP BY INTERGOVERNMENTAL
ORGANIZATIONS

1. Any reference in this Agreement to "Governments" shall be construed as including the European Community and other intergovernmental organizations having comparable 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 organizations, be construed as including a reference to signature, ratification, acceptance or approval, or to notification of provisional application, or to accession, by such organizations.

2. In the case of voting on matters within their competence, the European Community and other intergovernmental organizations referred to in paragraph 1 shall vote with a number of votes equal to the total number of votes attributable to their member States which are parties to the Agreement in accordance with article 10. In such cases, the member States of such 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 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

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. In particular, it shall:

(a) By special vote in accordance with article 12, adopt such rules and regulations as are necessary to carry out the provisions of this Agreement and as are consistent therewith, including its own rules of procedure and the financial rules and staff regulations of the Organization. Such financial rules and regulations shall, *inter alia*, govern the receipt and expenditure of funds under the accounts established in article 18. The Council may, in its rules of procedure, provide for a procedure whereby it may, without meeting, decide specific questions;

(b) Take such decisions as are necessary to ensure the effective and efficient functioning and operation of the Organization; and

(c) 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 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 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 any member or the Executive Director, in agreement with the Chairman and Vice-Chairman of the Council, and:
 - (a) A majority of producer members or a majority of consumer members; or
 - (b) A majority of members.
3. Sessions of the Council shall be held at the headquarters of the Organization unless the Council, by special vote in accordance with article 12, decides otherwise. In this regard, the Council shall seek to convene alternate sessions of the Council outside headquarters, preferably in a producer country.
4. In considering the frequency and location of its sessions, the Council shall seek to ensure the availability of sufficient funds.
5. 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 producer members shall together hold 1,000 votes and the consumer members shall together hold 1,000 votes.
2. The votes of the producer 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 and the Caribbean. The votes thus allocated to each of these regions shall then be distributed equally among the producer members of that region;
 - (b) Three hundred votes shall be distributed among the producer members in accordance with their respective shares of the total tropical forest resources of all producer members; and

(c) Three hundred votes shall be distributed among the producer 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 producer members from the African region, calculated in accordance with paragraph 2 of this article, shall be distributed equally among all producer members from the African region. If there are any remaining votes, each of these votes shall be allocated to a producer member from the African region: the first to the producer member which is allocated the highest number of votes calculated in accordance with paragraph 2 of this article, the second to the producer member which is allocated the second highest number of votes, and so on until all the remaining votes have been distributed.

4. Subject to paragraph 5 of this article, the votes of the consumer members shall be distributed as follows: each consumer member shall have 10 initial votes; the remaining votes shall be distributed among the consumer members in proportion to the average volume of their respective net imports of tropical timber during the five-year period commencing six calendar years prior to the distribution of votes.

5. The votes distributed to a consumer member for a given biennium shall not exceed 5 per cent over and above the votes distributed to that member for the previous biennium. Excess votes shall be redistributed among the consumer members in proportion to the average volume of their respective net imports of tropical timber during the five-year period commencing six calendar years prior to the distribution of votes.

6. The Council may, by special vote in accordance with article 12, adjust the minimum percentage required for a special vote by consumer members if it deems it necessary.

7. The Council shall distribute the votes for each financial biennium at the beginning of its first session of that biennium in accordance with the provisions of this article. Such distribution shall remain in effect for the rest of that biennium, except as provided for in paragraph 8 of this article.

8. 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.

9. 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 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 12
**DECISIONS AND RECOMMENDATIONS OF
THE COUNCIL**

1. The Council shall endeavour to take all decisions and to make all recommendations by consensus.
2. 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.
3. 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 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 14 EXECUTIVE DIRECTOR AND STAFF

1. The Council shall, by special vote in accordance with article 12, 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 staff in accordance with regulations to be established by the Council. 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 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 adversely 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.

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 and institutions, 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.

Article 16 ADMISSION OF OBSERVERS

The Council may invite any member or observer State of the United Nations which is not party to this Agreement, or any organization referred to in article 15 interested in the activities of the Organization, to attend as observers the sessions of the Council.

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 VI. FINANCE

Article 18 FINANCIAL ACCOUNTS

1. There shall be established:

(a) The Administrative Account, which is an assessed contribution account;

(b) The Special Account and The Bali Partnership Fund, which are voluntary contribution accounts; and

(c) Other accounts that the Council might consider appropriate and necessary.

2. The Council shall establish, in accordance with article 7, financial rules that provide transparent management and administration of the accounts, including rules covering the settlement of accounts on termination or expiry of this Agreement.

3. The Executive Director shall be responsible for, and report to the Council on the administration of the financial accounts.

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 4, 5 and 6 of this article.

2. The Administrative Account shall include:

(a) Basic administrative costs such as salaries and benefits, installation costs, and official travel; and

(b) Core operational costs such as those related to communication and outreach, expert meetings convened by the Council and preparation and publication of studies and assessments pursuant to articles 24, 27 and 28 of this Agreement.

3. The expenses of delegations to the Council, the committees and any other subsidiary bodies of the Council referred to in article 26 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.

4. Before the end of each financial biennium, the Council shall approve the budget for the Administrative Account of the Organization for the following biennium and shall assess the contribution of each member to that budget.

5. Contributions to the Administrative Account for each financial biennium shall be assessed as follows:

(a) The costs referred to in paragraph 2(a) of this article shall be shared equally among producer and consumer members and assessed in the proportion the number of each member's votes bears to the total votes of the member's group;

(b) The costs referred to in paragraph 2(b) of this article shall be shared among members in the proportions of 20 per cent for producers and 80 per cent for consumers and assessed in the proportion the number of each member's votes bears to the total votes of the member's group;

(c) The costs referred to in paragraph 2(b) of this article shall not exceed one third of the costs referred to in paragraph 2(a) of this article. The

Council may, by consensus, decide to vary this limit for a specific financial biennium;

(d) The Council may review how the Administrative Account and the voluntary accounts contribute to the efficient and effective operation of the Organization in the context of the evaluation referred to in article 33; and

(e) In assessing contributions, the votes of each member shall be calculated without regard to the suspension of any member's voting rights or any redistribution of votes resulting therefrom.

6. 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 biennium, but the assessment made upon other members from the current financial biennium shall not thereby be altered.

7. Contributions to the Administrative Account shall become due on the first day of each financial year. Contributions of members in respect of the financial biennium in which they join the Organization shall be due on the date on which they become members.

8. If a member has not paid its full contribution to the Administrative Account within four months after such contribution becomes due in accordance with paragraph 7 of this article, the Executive Director shall request that 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 until such time as it has paid in full its contribution, unless the Council, by special vote in accordance with article 12, decides otherwise. If a member has not paid its contribution in full for two consecutive years, taking into account the provisions contained in article 30, that member shall become ineligible to submit project or pre-project proposals for funding consideration under article 25, paragraph 1.

9. If a member has paid its full contribution to the Administrative Account within four months after such contribution becomes due in accordance with paragraph 7 of this article, that member's contribution shall receive a discount as may be established by the Council in the financial rules of the Organization.

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

Article 20
SPECIAL ACCOUNT

1. The Special Account shall comprise two sub-accounts:
 - (a) The Thematic Programmes Sub-Account; and
 - (b) The Project Sub-Account.
2. The possible sources of finance for the Special Account shall be:
 - (a) The Common Fund for Commodities;
 - (b) Regional and international financial institutions;
 - (c) Voluntary contributions from members; and
 - (d) Other sources.
3. The Council shall establish criteria and procedures for the transparent operation of the Special Account. Such procedures shall take into account the need for balanced representation among members, including contributing members, in the operation of the Thematic Programmes Sub-Account and the Project Sub-Account.
4. The purpose of the Thematic Programmes Sub-Account shall be to facilitate unearmarked contributions for the financing of approved pre-projects, projects and activities consistent with Thematic Programmes established by the Council on the basis of the policy and project priorities identified in accordance with articles 24 and 25.
5. The donors may allocate their contributions to specific Thematic Programmes or may request the Executive Director to make proposals for allocating their contributions.
6. The Executive Director shall report regularly to the Council on the allocation and expenditure of funds within the Thematic Programmes Sub-Account and on the implementation, monitoring and evaluation of pre-projects, projects and activities and the financial needs for the successful implementation of the Thematic Programmes.
7. The purpose of the Project Sub-Account shall be to facilitate earmarked contributions for the financing of pre-projects, projects and activities approved in accordance with articles 24 and 25.

8. Earmarked contributions to the Project Sub-Account shall be used only for the pre-projects, projects and activities for which they were designated, unless otherwise decided by the donor in consultation with the Executive Director. After the completion or termination of a pre-project, project or activity, the use of any remaining funds shall be decided by the donor.
9. To ensure the necessary predictability of funds for the Special Account, taking into consideration the voluntary nature of contributions, members shall strive to replenish it to attain an adequate resource level to fully carry out the pre-projects, projects and activities approved by Council.
10. All receipts pertaining to specific pre-projects, projects and activities under the Project Sub-Account or the Thematic Programmes Sub-Account shall be brought into the respective Sub-Account. All expenditures incurred on such pre-projects, projects or activities, including remuneration and travel expenses of consultants and experts, shall be charged to the same Sub-Account.
11. No member shall be responsible by reason of its membership in the Organization for any liability arising from any actions by any other member or entity in connection with pre-projects, projects or activities.
12. The Executive Director shall provide assistance in the development of proposals for pre-projects, projects and activities in accordance with articles 24 and 25 and endeavour to seek, on such terms and conditions as the Council may decide, adequate and assured finance for approved pre-projects, projects and activities.

Article 21

THE BALI PARTNERSHIP FUND

1. A Fund for sustainable management of tropical timber producing forests is hereby established to assist producer members to make the investments necessary to achieve the objective of article 1 (d) of this Agreement.
2. The Fund shall be constituted by:
 - (a) Contributions from donor members;
 - (b) Fifty per cent of income earned as a result of activities related to the Special Account;
 - (c) Resources from other private and public sources which the Organization may accept consistent with its financial rules; and
 - (d) Other sources approved by the Council.

3. Resources of the Fund shall be allocated by the Council only for pre-projects and projects for the purpose set out in paragraph 1 of this article and that have been approved in accordance with articles 24 and 25.

4. In allocating resources of the Fund, the Council shall establish criteria and priorities for use of the Fund, taking into account:

(a) The needs of members for assistance in achieving exports of tropical timber and timber products from sustainably managed sources;

(b) The needs of members to establish and manage significant conservation programmes in timber producing forests; and

(c) The needs of members to implement sustainable forest management programmes.

5. The Executive Director shall provide assistance in the development of project proposals in accordance with article 25 and endeavour to seek, on such terms and conditions as the Council may decide, adequate and assured finance for projects approved by the Council.

6. Members shall strive to replenish the Bali Partnership Fund to an adequate level to further the objectives of the Fund.

7. The Council shall examine at regular intervals the adequacy of the resources available to the Fund and endeavour to obtain additional resources needed by producer members to achieve the purpose of the Fund.

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 VII. OPERATIONAL ACTIVITIES

Article 24
POLICY WORK OF THE ORGANIZATION

1. In order to achieve the objectives set out in article 1, the Organization shall undertake policy work and project activities in an integrated manner.
2. The policy work of the Organization should contribute to achieving the objectives of this Agreement for ITTO members broadly.
3. The Council shall establish on a regular basis an action plan to guide policy activities and identify priorities and the thematic programmes referred to in article 20, paragraph 4, of this Agreement. Priorities identified in the action plan shall be reflected in the work programmes approved by the Council. Policy activities may include the development and preparation of guidelines, manuals, studies, reports, basic communication and outreach tools, and similar work identified in the Organization's action plan.

Article 25
PROJECT ACTIVITIES OF THE ORGANIZATION

1. Members and the Executive Director may submit pre-project and project proposals which contribute to the achievement of the objectives of this Agreement and one or more of the priority areas for work or thematic programmes identified in the action plan approved by the Council pursuant to article 24.
2. The Council shall establish criteria for approving projects and pre-projects, taking into account inter alia their relevance to the objectives of this

Agreement and to priority areas for work or thematic programmes, their environmental and social effects, their relationship to national forest programmes and strategies, their cost effectiveness, technical and regional needs, the need to avoid duplication of efforts, and the need to incorporate lessons learned.

3. The Council shall establish a schedule and procedure for submitting, appraising, approving and prioritizing pre-projects and projects seeking funding from the Organization, as well as for their implementation, monitoring and evaluation.

4. The Executive Director may suspend disbursement of the Organization's funds to a pre-project or project if they are being used contrary to the project document or in cases of fraud, waste, neglect or mismanagement. The Executive Director will provide to the Council at its next session a report for its consideration. The Council shall take appropriate action.

5. The Council may establish, according to agreed criteria, limits on the number of projects and pre-projects that a member or the Executive Director may submit in a given project cycle. The Council may also take appropriate measures, including suspension or termination of its sponsorship of any pre-project or project, following the report of the Executive Director.

Article 26

COMMITTEES AND SUBSIDIARY BODIES

1. The following are hereby established as Committees of the Organization, which shall be open to all members:

- (a) Committee on Forest Industry;
- (b) Committee on Economics, Statistics and Markets;
- (c) Committee on Reforestation and Forest Management; and
- (d) Committee on Finance and Administration.

2. The Council may, by special vote in accordance with article 12, establish or dissolve committees and subsidiary bodies as appropriate.

3. The Council shall determine the functioning and scope of work of the committees and other subsidiary bodies. The Committees and other subsidiary bodies shall be responsible to and work under the authority of the Council.

CHAPTER VIII. STATISTICS, STUDIES AND INFORMATION

Article 27 STATISTICS, STUDIES AND INFORMATION

1. The Council shall authorize the Executive Director to establish and maintain close relationships with relevant intergovernmental, governmental and non-governmental organizations in order to help ensure the availability of recent and reliable data and information, including on production and trade in tropical timber, trends and data discrepancies, as well as relevant information on non-tropical timber and on the management of timber producing forests. As deemed necessary for the operation of this Agreement, the Organization, in cooperation with such organizations, shall compile, collate, analyse and publish such information.
2. The Organization shall contribute to efforts to standardize and harmonize international reporting on forest-related matters, avoiding overlapping and duplication in data collection from different organizations.
3. Members shall, to the fullest extent possible not inconsistent with their national legislation, furnish, within the time specified by the Executive Director, statistics and information on timber, its trade and activities aimed at achieving sustainable management of timber producing forests, as well as other relevant information as requested by the Council. The Council shall decide on the type of information to be provided under this paragraph and on the format in which it is to be presented.
4. Upon request or where necessary, the Council shall endeavour to enhance the technical capacity of member countries, in particular developing member countries, to meet the statistics and reporting requirements under this Agreement.
5. If a member has not furnished, for two consecutive years, the statistics and information required under paragraph 3 and has not sought the assistance of the Executive Director, the Executive Director shall initially request an explanation from that member within a specified time. In the event that no satisfactory explanation is forthcoming, the Council shall take such action as it deems appropriate.
6. The Council shall arrange to have any relevant studies undertaken of the trends and of short and long-term problems of the international timber markets and of the progress towards the achievement of sustainable management of timber producing forests.

Article 28
ANNUAL REPORT AND BIENNIAL 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; and
 - (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;
 - (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; and
 - (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; and
 - (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 corresponding Council session reports.

CHAPTER IX. MISCELLANEOUS

Article 29

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 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 30

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 in accordance with article 12, 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 31

COMPLAINTS AND DISPUTES

Any member may bring to the Council 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. Decisions by the Council on these matters shall be taken by consensus, notwithstanding any other provision of this Agreement, and be final and binding.

Article 32
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 33
REVIEW

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

Article 34
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 X. FINAL PROVISIONS

Article 35
DEPOSITARY

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

Article 36
SIGNATURE, RATIFICATION, ACCEPTANCE
AND APPROVAL

1. This Agreement shall be open for signature, at United Nations Headquarters from 3 April 2006 until one month after the date of its entry into force, by Governments invited to the United Nations Conference for the Negotiation of a Successor Agreement to the International Tropical Timber Agreement, 1994.

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.

3. Upon signature and ratification, acceptance or approval, or accession, or provisional application, the European Community or any intergovernmental organization referred to in article 5, paragraph 1, shall deposit a declaration issued by the appropriate authority of such organization specifying the nature and extent of its competence over matters governed by this Agreement, and shall inform the depositary of any subsequent substantial change in such competence. Where such organization declares exclusive competence over all matters governed by this Agreement, the member States of such organization shall not take the actions under article 36, paragraph 2, article 37 and article 38, or shall take the action under article 41 or withdraw notification of provisional application under article 38.

Article 37
ACCESSION

1. This Agreement shall be open for accession by Governments upon conditions established by the Council, which shall include a time-limit for the deposit of instruments of accession. These conditions shall be transmitted by the Council to the Depositary. 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 38
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 in accordance with its laws and regulations, either when it enters into force in accordance with article 39 or, if it is already in force, at a specified date.

Article 39
ENTRY INTO FORCE

1. This Agreement shall enter into force definitively on 1 February 2008 or on any date thereafter, if 12 Governments of producers holding at least 60 per cent of the total votes as set out in Annex A to this Agreement and 10 Governments of consumers as listed in Annex B and accounting for 60 per cent of the global import volume of tropical timber in the reference year 2005 have signed this Agreement definitively or have ratified, accepted or approved it pursuant to article 36, paragraph 2, or article 37.

2. If this Agreement has not entered into force definitively on 1 February 2008, it shall enter into force provisionally on that date or on any date within six months thereafter if 10 Governments of producers holding at least 50 per cent of the total votes as set out in Annex A to this Agreement and seven Governments of consumers as listed in Annex B and accounting for 50 per cent of the global import volume of tropical timber in the reference year 2005 have signed this Agreement definitively or have ratified, accepted or approved it pursuant to article 36, paragraph 2, or have notified the depositary under article 38 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 September 2008, 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 36, 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 38 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 Executive Director of the Organization shall convene the Council as soon as possible after the entry into force of this Agreement.

Article 40 AMENDMENTS

1. The Council may, by special vote in accordance with article 12, recommend an amendment of this Agreement to 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 at least two thirds of the producer members and accounting for at least 75 per cent of the votes of the producer members, and from members constituting at least two thirds of the consumer members and accounting for at least 75 per cent of the votes of the consumer 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 41
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 42
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 in accordance with article 12, exclude that member from this Agreement. The Council shall immediately so notify the depositary. Six months after the date of the Council's decision, that member shall cease to be a party to this Agreement.

**Article 43
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 40;
 - (b) Withdrawal from this Agreement under article 41; or
 - (c) Exclusion from this Agreement under article 42.
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 44

DURATION, EXTENSION AND TERMINATION

1. This Agreement shall remain in force for a period of 10 years after its entry into force unless the Council, by special vote in accordance with article 12, decides to extend, renegotiate or terminate it in accordance with the provisions of this article.

2. The Council may, by special vote in accordance with article 12, decide to extend this Agreement for two periods, an initial period of five years and an additional one of three years.

3. If, before the expiry of the 10-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, the 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 in accordance with article 12, extend this Agreement until the provisional or definitive entry into force of the new Agreement.

4. If the 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 in accordance with article 12, 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 in accordance with article 12, shall have during that period such powers and functions as may be necessary for these purposes.

7. The Council shall notify the depositary of any decision taken under this article.

Article 45
RESERVATIONS

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

Article 46
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.

DONE at Geneva on 27 January 2006, the texts of this Agreement in the Arabic, Chinese, English, French, Russian and Spanish languages being equally authentic.

ANNEX A

List of Governments attending the United Nations Conference for the Negotiation of a Successor Agreement to the International Tropical Timber Agreement, 1994 that are potential producer members as defined in article 2 (Definitions) and indicative allocation of votes as per article 10 (Distribution of Votes)

Members	Total votes
AFRICA	249
Angola	18
Benin	17
Cameroon*	18
Central African Republic*	18
Côte d'Ivoire*	18
Democratic Republic of the Congo*	18
Gabon*	18
Ghana*	18
Liberia*	18
Madagascar	18
Nigeria*	18
Republic of Congo*	18
Rwanda	17
Togo*	17
ASIA-PACIFIC	389
Cambodia*	15
Fiji*	14
India*	22
Indonesia*	131
Malaysia*	105
Myanmar*	33
Papua New Guinea*	25
Philippines*	14
Thailand*	16
Vanuatu*	14
LATIN AMERICA AND THE CARIBBEAN	362
Barbados	7
Bolivia*	19
Brazil*	157
Colombia*	19
Costa Rica	7
Dominican Republic	7
Ecuador*	11
Guatemala*	8
Guyana*	12
Haiti	7
Honduras*	8
Mexico*	15
Nicaragua	8
Panama*	8
Paraguay	10
Peru*	24
Suriname*	10
Trinidad & Tobago*	7
Venezuela*	18
TOTAL:	1 000

* Member of the International Tropical Timber Agreement, 1994

ANNEX B

List of Governments attending the United Nations Conference for the Negotiation of a Successor Agreement to the International Tropical Timber Agreement, 1994 that are potential consumer members as defined in article 2 (Definitions)

Albania
Algeria
Australia*
Canada*
China*
Egypt*
European Community*
 Austria*
 Belgium*
 Czech Republic
 Estonia
 Finland*
 France*
 Germany*
 Greece*
 Ireland*
 Italy*
 Lithuania
 Luxembourg*
 Netherlands*
 Poland
 Portugal*
 Slovakia
 Spain*
 Sweden*
 United Kingdom of Great Britain and
 Northern Ireland*
Iran (Islamic Republic of)
Iraq
Japan*
Lesotho
Libyan Arab Jamahiriya
Morocco
Nepal*
New Zealand*
Norway*
Republic of Korea*
Switzerland*
United States of America*

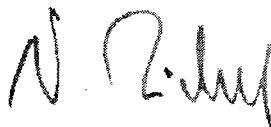
* Member of the International Tropical Timber Agreement, 1994

I hereby certify that the foregoing text is a true copy of the International Tropical Timber Agreement, 2006, adopted in Geneva on 27 January 2006, the original of which is deposited with the Secretary-General of the United Nations.

Je certifie que le texte qui précède est une copie conforme de l'Accord international de 2006 sur les bois tropicaux, adopté à Genève le 27 janvier 2006, et dont l'original se trouve déposé auprès du Secrétaire général des Nations Unies.

For the Secretary-General,
The Legal Counsel
(Under-Secretary-General
for Legal Affairs)

Pour le Secrétaire général,
Le Conseiller juridique
(Secrétaire général adjoint
aux affaires juridiques)



Nicolas Michel

United Nations
New York, 3 April 2006

Organisation des Nations Unies
New York, le 3 avril 2006