

# EUSTAFOR Statement

## Delivered at the 2<sup>nd</sup> Session of the Inter-Governmental Negotiating Committee on a Legally Binding Agreement on Forest in Europe<sup>1</sup>

Bonn, Germany, September 3 -7, 2012

*EUSTAFOR's 26 members (state forest organizations managing state forests), representing 30% of the EU forest area, are committed to sustainable forest management and working with existing certification schemes. The members' total harvest is approximately 115 million m<sup>3</sup> per annum and together the members employ more than 100 000 people.*

EUSTAFOR strongly believes that the active participation of stakeholders significantly enriches this debate and is a precondition for transparent and fair negotiations.

Upon its adoption the Legally Binding Agreement (LBA) will have significant effects on the use and management of forests in Europe and their political, societal and economic recognition. The LBA would affect the everyday work of state forest management organizations, by being a needed institutional reference on the European level for all actions carried out in forests. Internationally the LBA could and should rearrange cooperation on forests in the pan-European region, building upon the best experiences gained throughout the Forest Europe process.

EUSTAFOR has supported the negotiations towards the LBA since the beginning of this process. It is crucial to strengthen forests and the forest-based sector in spheres which compete globally with other sectoral policies and to maintain the integrity of the sector. Healthy and vital forest ecosystems in Europe have a key role to play, providing multiple benefits while meeting contemporary societal, environmental and economic challenges and demands. The political recognition and the understanding of the unique role the forest sector can play now and in the future can clearly be strengthened in the long-term by a feasible legally binding agreement.

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<sup>1</sup> Any statement in this document is to be considered as a reflection of the best available professional expertise and does not necessarily reflect the political commitments of individual member states.

EUSTAfor feels it is important to pay particular attention to the following aspects of the agreement:

### **Added Value**

In concrete terms, in order for a new legally binding instrument on forests to make a difference, it needs to deliver clear and demonstrable added value. This can be ensured through the following:

- The LBA must establish clear objectives;
- The LBA must include clear commitments which are shared by all Parties to this Agreement. These commitments need to be substantial and bring new and additional value compared to the existing voluntary based co-operation on forests in the pan-European region;
- The LBA must reach an agreement on a common understanding of sustainable forest management (SFM) as well as the multi-functionality of forests, building upon the concepts defined by Forest Europe in the Helsinki Resolution 1, and adjusting them to the current policy developments and demands addressed towards forests by other sectors;
- The LBA must reach an agreement on a basic set of forest terms and definitions, which can be further developed by the parties at a national level, depending on local conditions, situations and needs;
- Within the agreement, a regular reporting and monitoring of forest resources in Europe should be established based on a common framework that builds upon the criteria and indicators for SFM, as developed by Forest Europe in the Lisbon Resolution 1 and the Annex to the Vienna Ministerial Declaration;
- The LBA should also establish a clear, mutually supporting and inclusive compliance mechanism which, on the one hand, would allow for monitoring and reporting on the implementation of provisions of this agreement and, on the other, would help to minimize differences between European countries in their progress towards implementation of SFM in their forests.

### **Type of Agreement**

The LBA must be a framework agreement. This type of agreement is characterized by provisions formulated on a general level, but which are nonetheless significant. In addition, developing thematic and/or regional protocols on particular issues or which are specific to a particular geographical region must be done so with a view to enabling closer co-operation between interested parties.

### **United Nations Umbrella**

The possibility of bringing the agreement under the UN umbrella should be carefully examined. However, by its nature, the LBA should remain a political commitment between European States and should be considered as a natural evolution and continuation, in legally binding terms, of the existing voluntary Forest Europe Ministerial Conference on the Protection of Forests in Europe. The LBA should build upon the achievements of this process.

### **Compliance**

The text of the LBA should include as many of the compliance aspects of the agreement as possible, rather than leaving them to be clarified in one of the future protocols. The compliance mechanism should be 'soft' and should seek to inspire and encourage the parties to progress as much as they possibly can in implementing the agreement.

### **Stakeholders' Role: Openness and Transparency**

The LBA, as well as the negotiations preceding it, must constitute a transparent and open process that credibly includes civil society and all relevant stakeholders. The broad participation of all signatories/parties is needed in order to develop a coherent agreement throughout Europe. Openness, transparency and full involvement of all stakeholders should remain a basic principle of the agreement, enabling it to build upon the know-how gained by the Forest Europe process in this regard.

### **Institutional Setup**

The institutional setup should be simple and cost-effective. It should not create unnecessary burdens for the parties either in terms of reporting or financing. The secretariat should furthermore ensure effective liaisons with other relevant instruments and processes in to avoid unnecessary duplications.

In conclusion, the LBA and the on-going negotiations towards it are the forest sector's chance to determine, define in legal terms and further develop sustainable forest management at intergovernmental levels. This is a unique chance for the forest sector and creates added value in and of itself. It must therefore be used both wisely and broadly. The future LBA on forests can and should be referred to by other instruments, agreements and policy processes that touch forests and their management.

As a stakeholder representing 26 State Forest Management Organizations which together are responsible for the management of approximately 30% of the total EU forest area, EUSTAFOR can provide substantial experience and knowledge based on the experiences of its members. EUSTAFOR confirms its commitment to working towards a successful conclusion of the negotiations on the LBA on forests.

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## ANNEX I

***The following remarks highlight the most important amendments needed when further developing the “Draft negotiating text for a legally binding agreement on forests in Europe (Document 2/INC2).” The titles of the remarks correspond to the numbering used in the document.***

### **Paragraph II. Terms and Definitions**

The list needs to be further developed and completed. This will probably occur anyways when the content of the agreement becomes clearer. The list of definitions should include all the terms and definitions used in the agreement, but no more.

The list of definitions should be ordered alphabetically.

As much as possible, definitions should be consistent with those of the FAO, although a certain amount of flexibility needs to be given to individual parties on a national level (i.e. the definition of a forest).

### **Paragraph VI. General Provisions**

The draft text of Paragraph 21 of the General Provisions proposes the possibility of including this paragraph in the compliance section. EUSTAFOR believes this should not be done. Paragraph 21 concerns permanent monitoring of forests and SFM, similar to the current irregular State of Europe’s Forests by FE. It is therefore not about compliance.

The paragraph should read:

*21. Establish a framework for structured and regular reporting on the state and development of their forests and on the progress in implementation of sustainable forest management, based on the criteria and indicators for sustainable forest management. [NP17]*

### **Paragraph VII. Rules, Bodies and Other Procedures**

Paragraph 2.b is unclear in its meaning. Does the “internationally agreed tool” refer to the LBA itself (if adopted) or does it mean something else and, if so, what?

### **Compliance**

Even if the INC decides to leave the agreement on the compliance section to the conference of the parties and not include it in the LBA, an “enabling clause” on compliance should be included in the main text of the LBA.

This compliance should be designed as a mechanism that encourages parties to attain the most advanced stages of implementation but not to act as a system for punishment and exclusion.

At the same time, EUSTAFOR understands that certain aspects of the compliance system may remain subject to further work during the conference of the parties after the negotiations are concluded.