INTERNATIONAL AGREEMENT CODING MANUAL
FORMATTED FOR CODERS, TRAINERS, AND TRAINEES

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Version 1.0 -- This version is the final version that was used for all agreements coded as of August 31st, 2007.

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ALPHABETICAL INDEX OF CODES

<u>**How to Use this Manual:**</u>
This manual is designed and organized to help coders learn, remember, and use codes accurately in coding agreements for the IEA project.

The first section provides a general overview of the project and its objectives, some insight into the value of this approach to doing research, and some general points about international environmental agreements and about the particular coding process we use in this project.

The second section lists the codes order of their likely appearance in an agreement. Although all agreements are organized differently and some agreements may not contain all the elements listed, this section shows a "typical" organization of an agreement.

The third section provides short code definitions and groups definitions into "training stages." These stages are intended to distinguish codes based on how hard they are to learn. Within each stage, codes are listed in probable order of appearance, although, again, this order should only be used as a general guide. Coders learn codes in order starting with stage 1 codes and progressing to stage 4. This section provides an overview of codes during training and a reference tool for those already trained.

The fourth section provides a glossary of common terms used in agreements and in project work that may not be familiar. This section provides valuable information about how coding should be done and the importance of paragraphs versus articles, the level of detail, and the level of interpretation.

The final section lists all the codes by stage, providing full definitions and coding rules. Within each stage, the codes are organized in their probable order of appearance in an agreement. This section provides coders with the detailed understanding of the concepts underlying each code and the precise coding rules needed to code accurately.

Section 1: Introduction

This coding manual and the corresponding training procedures were created as part of the International Environmental Agreement (IEA) Project. The IEA project is dedicated to the proposition that useful and reliable findings in social science require high quality data. The project seeks to ensure that all the project's data meet the highest possible standards of quality and reliability, so that those making use of that data can have confidence that their findings are not only "supported by the data" but that those data, in turn, reflect as closely as possible the constructs that the codes are meant to capture.

Goal of "Subject Matter" Coding
This manual is written for a stage of the project that seeks to make the text of several hundred IEAs readily available for coding for those involved in this project and for other scholars. To date, any scholar interested in evaluating a particular feature of IEAs had to read the whole text of all the IEAs they were interested in, find the article that described that feature, and then code that article. The current coding procedures are designed to improve the research process by providing a foundation-level coding of articles with respect to the variables on which they contain information. It seeks to identify the subject matter of each article in every IEA in the database. The procedure assigns a value (a "code") to each article for the variable "subject matter," e.g., articles are categorized as being provisions on membership, entry into force, withdrawal, amendment procedures, dispute resolution, substantive rules, or implementation procedures. This coding has some immediate value (in allowing agreements that have an article on a particular subject matter to be distinguished from those that do not) but is mainly designed to facilitate more detailed coding. To give an example, this coding would allow a researcher to quickly extract the membership provisions of all the agreements in the database. Most agreements will have one or more membership-related articles. The value of this coding lies in allowing those provisions to be selected from a range of agreements so they can be compared without the distraction of the various other non-membership provisions in each agreement. Having all provisions of a particular type (whether on membership, dispute resolution, substantive provisions, or implementation procedures) ready-to-hand promotes easier and more accurate development of the more meaningful coding manuals we seek, namely those that identify the ways in which certain provisions vary. Being able to compare provisions of a particular type allows identification of the values of variables that capture meaningful variation in these agreements.

Ensuring construct validity
For data to be useful, users of the data must be clear about the constructs to which the data corresponds. That is, high quality data requires construct validity. Questions of construct validity ask whether the data collected accurately captures the theoretical concepts or variables being investigated. The user must be clear what and how data was coded and understand the coding definitions and procedures to properly interpret conclusions drawn from data developed using a particular coding manual. Ensuring this element of data construct validity is accomplished simply by ensuring that the coding rules, manuals, and procedures used for all data collection are available to all users of the data. Equally important, however, those collecting data should ensure that coding rules, manuals, and procedures capture data in ways that correspond, wherever possible, to mainstream definitions of the concepts and variables of interest.
To ensure the construct validity of the coding manuals used in this data collection project, the project director has developed this coding manual to facilitate comparison of "similar" provisions of a large number of IEAs. All international legal agreements contain provisions that address substantive proscriptions and prescriptions, implementation mechanisms, membership, organizational rules, dispute resolution, enforcement, etc. To allow comparison of similar elements across IEAs required developing categories that can be used to code an agreement so that every provision in an agreement has at least one coding. The categories themselves are designed to be mutually exclusive and collectively exhaustive, although any provision may have multiple codes because negotiators often address two or more mutually-exclusive issues within a single provision.
The current version of the coding manual was developed through the following process:
• The Project Director developed an initial coding manual, defining a set of categories deductively based on expectations from theory and empirical experience. The goal was to identify the specific characteristics of each element of a treaty in ways that would allow quick comparison of such questions as whether the agreement contained proscriptions, prescriptions, or both; involved sanctions, incentives, or both; etc.

- This initial manual was applied to each paragraph in a range of agreements, with coders tasked to identify codes that needed to be re-defined as well as new codes that needed to be added.
- Initial coding efforts demonstrated that coding for specific characteristics (i.e., value-level coding) required an unwieldy number of categories with excessively detailed definitions that could not be applied easily or consistently, making coding simultaneously difficult and inaccurate.
- Based on this experience, the coding manual was redesigned for use at the article level. Feedback from initial coding efforts were used to develop a set of codes large enough to capture the major elements of an agreement but small enough that they could be easily and accurately applied. This shifted the goal to that of designating articles as addressing a particular element of international governance, without designating how that element of governance was addressed. Thus, articles would be coded as addressing "substantive provisions" rather than whether they contained proscriptions, prescriptions, or both.
- Although born of necessity, this decision offered the immediate advantage of making coding easier and more accurate and the longer-term advantage of allowing future researchers to select out different governance elements of an agreement and then develop and apply their own coding rules and procedures just to those elements of the agreement. This approach, therefore, allows a more collaborative enterprise among scholars, with each scholar being able to focus their data collection and analytic attention on those elements of agreements they think most deserving, while relying on others to do the same.
- The revised article-level coding manual was tested on a range of agreements, with far better results. Initial piloting led to revisions involving re-defining and adding several categories. In addition, the best results were found to come from coding some variables at the article level and some at the paragraph level, since the coding of some features depends on the meaning of the article as a whole, whereas the coding of other features is contingent only on mention of specific elements in a paragraph.
- A revised version of the manual was developed and again tested on a range of agreements and coders found it much easier to apply.
- The current version of the coding manual includes these modifications. Several undergraduate research assistants trained as coders have tested it. Coders have found it relatively easy to apply the coding procedures to a range of quite different agreements. Initial, informal, efforts to check whether the coders were applying the coding procedures similarly suggest that they are relatively consistent, but explicit evaluation to ensure intercoder reliability, as described below, is planned.

Ensuring reliability
To reliably code information related to hundreds of IEAs, the project has developed a set of coding manuals, procedures for using those manuals, and "meta-procedures" for ensuring that the codes derived by these procedures can be considered reliable. A major component of those meta-procedures involves training coders until they achieve a given level of "intercoder reliability." Checking for inter-coder reliability involves having two (or more) trained coders independently code the same document using the same coding manual and procedures, and then evaluating the extent of agreement between their codes. High levels of inter-coder reliability indicate "that multiple coders are applying the codes in the same manner."[1] High levels of inter-coder reliability also imply that any other coder trained using the same manual would arrive at the same coding. High inter-coder reliability therefore implies that "who" coded the data is not a source of data variance or error. Users of the data can therefore be relatively confident that text coded, for example, as relating to membership (coded as MEMB) in the database will correspond to the definition of MEMB given in the coding manual. **The exact procedures for ensuring inter-coder reliability are currently under development and will be available in subsequent versions of this manual.**

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[1] Ryan, Gery. 1999. Measuring the typicality of text: Using multiple coders for more than just reliability and validity checks. *Human Organization* 58 (3):313-322, p. 320.

Section 2: Introduction to IEA Coding System

States often attempt to resolve international problems by negotiating international agreements. Those agreements can take a variety of forms. The most important difference between such agreements is between non-binding agreements often referred to as "soft law" and legally binding agreements or "hard law." The IEA Project focuses exclusively on binding, hard law, agreements (although this coding system may prove valuable to those interested in coding soft law agreements). Binding, hard law agreements can be referred to by various terms, including, inter alia, treaty, convention, agreement, exchange of letters, exchange of notes. States can subsequently agree to modify such documents through protocols, amendments, extensions, annexes, appendices, and other terms. For all intents and purposes, the terms used to designate these documents or their modification do not provide any reliable insight into the content or form of the obligations to which the member states have agreed. The IEA Project uses the general term "agreement" to refer to all these documents, regardless of their designation or whether they are original documents or modifications thereof, so long as the member states intended to make the obligations in the document legally binding.[2] The rest of this document uses the term agreement but references to treaty or convention should be considered to be equivalent to the term agreement. It also uses the term Party or Parties to refer to countries that are members of an agreement.

Structure of an International Agreement

Like any document, an international agreement has an introduction (called a preamble), a body (usually broken into several numbered articles and, less frequently, broken into sections, parts, or chapters consisting of more than one article), and a concluding section. Since they seek to codify legal obligations, agreements contain carefully chosen and often technical language. These agreements are frequently difficult to understand and each part must be read carefully since each clarifies something about the agreement, the problem, or the solution to that problem. The title of the agreement provides initial insight into the agreement. It is important to begin reading a treaty with the title. The preamble usually defines and describes the problem to be addressed and the goals of the Parties to the agreement. The general sequence of articles in an agreement vary considerably but usually follow something like the following pattern: definitions of terms to be used in the agreement; goals and objectives of the agreement (if not delineated in the preamble); delineation of the major prescriptions (what you must do) or proscriptions (what you cannot do) and other commitments and obligations that members of the agreement make to each other; "secondary" supportive implementation procedures designed to ensure that members actually follow through on those obligations and commitments (including such elements as reporting, enforcement, funding of projects, and dispute settlement); and establishment and specification of the rules regarding organizational bodies, if any, to be involved in managing the agreement over time. These sections are then followed by often standardized articles delineating the countries that can become members, the terms under which the agreement will "enter into force" (i.e., become binding international law), what languages will be considered official languages for the agreement, the country or organization with whom signatures and ratifications will be deposited (the "depositary"), and similar administrative or procedural provisions. Agreements usually end with a statement of when and where the agreement was negotiated, followed by the signatures of the Parties. Some agreements also have annexes or appendices that list important additional or technical information (e.g., identifying the chemicals whose use is banned by the agreement or the birds that are protected under the agreement).

Governments often revise agreements, as they become more ambitious, circumstances change, new knowledge regarding the problem or the operation of the treaty are discovered, or for other reasons. These changes are incorporated in documents called protocols, amendments, or extensions. These documents codify additional provisions and sometimes replace a previous agreement. Because they are modifying previous agreements, these documents do not usually contain all the parts of an original agreement.

Coding Instructions - Overview and Purpose

The coding process involves careful application of terms to treaty text, based on definitions provided in the manual. Once coded agreements are provided through the IEA database, researchers, scholars, and scientists will have a way to compare the structure and content of hundreds of treaties.

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[2] See Aust, Anthony. 2000. *Modern treaty law and practice*. Cambridge, England: Cambridge University Press.

The purpose of coding is to identify the substance of each article in an agreement as fitting into one or more categories that apply to all agreements. By doing so, articles that serve similar purposes in different treaties can be identified more easily than by reading each treaty every time. These articles then can be compared, e.g., to assess whether one type of article does a better job than some other type at accomplishing a particular goal.

The process of coding begins when the coder receives the text of an agreement. The coder will also receive a Coding Guide for each agreement. The coder will then code that agreement, completing the Coding Guide as part of the procedure. The Guide asks several questions that should be answered as the coding proceeds to assure that careful attention is paid to coding at all times. A Guide should be used and filled in for each agreement, referencing it frequently during coding and checking after coding to identify whether particular codes or an agreement has caused a coder particular difficulty. Each week, the project manager or project director will assess inter-coder reliabilities among coders and determine which agreements and codes need to be reviewed. After you finish coding an agreement, you should always review all your codes as well as your answers to the questions on the Coding Guide. The group will hold weekly meetings where codes and treaty texts will be reviewed and clarified to increase inter-coder reliability, coder efficiency, and coder accuracy. At each meeting, you should be prepared to discuss the codes you assigned and the reasons you assigned them. Therefore, always make sure you review your codes and the agreement before the meeting.

The nature of the coding process means there are two different types of coding involved. Through the coding system, all provisions in the agreement are accounted for by either an article level or a paragraph level code, described in more detail below. This does not mean that every article or paragraph receives a code in all agreements; however, after the agreement is coded, all the text of the agreement is captured by the total set of paragraph and article level codes used. The only exception to this rule may be the last line of the preamble of the agreement. This line often contains phrasing like, "The parties agree:" and when this line exists within the agreement, it may not be captured by a code.

Article level coding:
• All codes are applied at the article level except for five codes that are coded at the paragraph level (see below). Coding starts with reading an article *as a whole* to identify all coding categories into which the provisions in that article fit. In these cases, the question you are trying to answer is "What coding categories do the provisions of this article fit into, when the article is looked at *as a whole*?" Note first that a single article may be doing several different things so, frequently, one article will receive more than one code. For example, an article might identify what countries can be members of the agreement AND the international organization with which they must deposit their instruments of ratification in order to become members, leading this article to be coded as both MEMB (membership) and DEPO (depositary). Also note that, in such cases, a particular *paragraph* may not be able to be coded independent of the rest of the article, i.e., you may only be able to understand the purpose of a particular paragraph by looking at it in the context of the surrounding paragraphs and the article as a whole. In these cases, the codes for an article apply to the whole article and so are all placed at the article level.

Paragraph level coding:
• The second level of coding, involves finding provisions in an agreement where certain elements relevant to an agreement are mentioned and coding the paragraph where they are identified. Five codes are always coded at the paragraph level: ATTACH, RELA, INFO, SCIR, SOVR. No other codes should ever appear at the paragraph level. These 5 codes should never appear at the article level, which means that some articles (e.g. with a single paragraph about SCIR or three paragraphs about INFO, SOVR, and RELA, respectively) will have paragraph codes but will not have a code at the article level. For coding purposes, a "paragraph" can be any level of text that is not at the article level. That is, for para level codes, the code should be put in the cell to the right of the cell in which you found the information that causes you to code it that way. So, you would put the paragraph level code at the a, b, c, d, or e level (or below that if there are i, ii, iii below c, for example). So, in short, think of a "para" for the purposes of coding para level codes as a cell in the table. For example, an article that, as a whole, is laying out ten paragraphs of prescriptions requiring member countries to do certain things (and hence would be coded at the article level as SUBS) may include one paragraph that requires the member countries to do scientific research and exchange the findings of that research with other member countries. In this case, the article would be coded *at the article level* as SUBS (since the article taken as a whole is laying out substantive provisions for the Parties) but the specific paragraph would be coded *at the paragraph level* as SCIR and INFO (since it requires scientific research and an information exchange).
• Pre.1 and Conc.1 can get any of the paragraph level codes if necessary.

- Note that for paragraph codes, there may be some confusion about where a code should be placed when there is a short statement, a colon, then a list of items. In any case, the codes should be placed where the text triggers the code. See the example below.

Example 1:

Label	Article Text	Codes
Art.3	Article 3.	SUBS; IMPL
Art.3.1	1. All parties agree to:	
Art.3.1.a	a) conduct scientific research into the causes of this problem;	SCIR
Art.3.1.b	b) ban all behaviors that contribute to this problem;	
Art.3.1.c	c) ensure that serious fines are imposed on those who violate such bans.	

- In Example 1, provision 3.1 has three subparagraphs, the first of which would be coded SCIR, the second as SUBS, and the third as IMPL. SCIR is the only para level code involved, it is coded at the 3.1.a level, while SUBS and IMPL are moved up to the article level.

Example 2:

Label	Article Text	Codes
Art.3	Article 3.	
Art.3.1	1. All parties agree to conduct scientific research:	SCIR
Art.3.1.a	a) into the causes of this problem;	
Art.3.1.b	b) into the causes of similar problems;	
Art.3.1.c	c) into technological solutions to this problem.	SCIR

- In Example 2, provision 3.1 has three subparagraphs. In this case, the text that triggers the SCIR code is at the 3.1 level, so it gets a code. In addition, there is language at the 3.1.c level that also triggers a SCIR code because it is information about technological solutions. Thus, there should also be a code placed at this level.
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Having these two types or levels of coding serves two purposes. First, and most important, it better captures "where the codes are coming from" and so allows subsequent searching to identify more clearly where a particular element of an article is located -- e.g., in the above example, if the provisions were coded as SUBS, SCIR, and INFO *at the article level* it would require unnecessary work later to figure out which paragraph in the article deals with scientific research or an information exchange. By coding certain codes at the paragraph level, it allows later researchers to quickly identify the exact location of particular codes. The reason this cannot be done for all codes is because in many cases a paragraph cannot be coded in isolation, but rather all paragraphs in an article receive the same code because of the meaning of all those paragraphs taken together. Second, and also important, is having codes be placed as closely as possible to the provision that caused the coder to assign that code, which allows more careful identification of whether it is the "correct" code, easier comparison to the codings of other coders, and quicker clarification of coder's misunderstandings of the rules for assigning particular codes. For both these reasons, being clear on -- and carefully applying -- the distinction between article-level and paragraph-level codings is crucial. Article codes should be placed on the line that has the word Article and the number (e.g., always on the Article 3 line, not the next line down that says "Definitions"). Paragraph codes should be on the appropriate paragraph line but in the same column as the article codings.

Example of where to place codes:

Label	Article Text	Codes
Art.1	Article 1	Place article level code here
Art.1.1	(agreement text)	
Art.1.1.a	(agreement text)	
Art.1.1.b	(agreement text)	Place paragraph level code here
Art.1.1.c	(agreement text)	
Art.1.2	(agreement text)	
Art.1.3	(agreement text)	

Explicitness, Detail, and Level of Interpretation

One aspect of coding that causes many difficulties is the extent to which the coder should "interpret" the text while coding. The basic rule is that, although the coder has to assess what the purpose of the text in the agreement is, which in many cases requires some interpretation, the coder should always follow what is explicitly stated in the text

and avoid assuming that the negotiators "must have intended" to do something beyond that to which they explicitly agreed. In short, coders should stick very closely to the specific text of the agreement. For example, an agreement may contain an article that requires Parties to provide annual reports on their compliance to a particular organization (which would be coded as an information exchange or INFO); it would seem reasonable to assume that that treaty commission or other highest organizational body (HOB) of the agreement would then do something with that information (which would be coded as HOBF, i.e., a function of the HOB). However, this article would not be coded as HOBF because the article itself does not establish such a function for the HOB. That function *may* be established in the next article, in which case the next article would be coded as HOBF. BUT, that function may not be established in the agreement at all, and in that case, HOBF for that function would not appear. In short, codes should only be applied to explicit provisions in the agreement, not to provisions that "must be true" but are not explicitly delineated.

It is also very important to read titles and headings that appear in an agreement. Headings or titles provide valuable clues as to which codes may apply. Often times, the provision is ambiguous, but the title provides useful guidance in assigning codes - of course, make sure that the assigned code still fits the coding definition.

The level of detail desired by the project director is often difficult for coders to master. When debating whether to include a particular code in an article where a provision cannot be readily categorized, it may help to remember the objective of this project. Scientists, researchers, and scholars will be using the IEA database to compare the structure of hundreds of environmental treaties. Ask yourself: if I were a researcher seeking to compare all the reservation provisions or information provisions or implementation provisions of several treaties, would I want this provision to be included in that group. Essentially, the objective of the training process is to get you to code by the rules in the coding manual. In cases where ambiguity arises, the goal is for you to apply a code based on a conceptual understanding of all the codes so that you can categorize the provision appropriately. The coding manual should always be your first point of reference when trying to make a decision, but if you are still unclear about whether to include a code or not, remember the end goal of our research. And, of course, whenever you are in doubt during the training period, please check with the project director to get the additional guidance you need.

Special Rules for IMPL Codes

In order to increase the accuracy of IMPL codes, anytime a coder uses the IMPL code, the coder must designate in the column to the right of the IMPL code, what article the IMPL provision is secondary to. In some cases, the IMPL code will reflect a provision in which Parties agree to implement the whole agreement, in which case the coder should designate the secondary provision as "All Agreement Provisions." An example of this would be a clause that says "Each Party shall adopt and enforce such legislative and administrative measures as may be necessary for the purpose of giving effect to this Agreement." The "Secondary To" column allows for greater precision when distinguishing between IMPL and SUBS provisions because IMPL provisions must always be secondary to a SUBS provision. (See the IMPL definition for more information.)

<u>Section 3: Agreement Codes in order of Probable Appearance</u>

This section lists codes in the order that they frequently appear in treaty texts. There are, however, many exceptions to the sequence that follows. Also note that, while some codes are never used more than once (e.g. TITLE, SRC), many of the codes may occur multiple times in any particular treaty (e.g. SUBS, SCIR, IMPL, etc.).

<u>Title/Preamble Section</u>
- TITLE - Official Title
- SRC - Official Source
- DESC - Problem Description
- GOAL - Goals/Objective

<u>Early Article Section</u>
- DEFN - Definitions
- SCOP - Scope and Application of Agreement
- SUBS - Substantive Clause
- HOB (HOBS, HOBF)- Highest Organizational Body
- SB (SBS, SBF) - Subsidiary Body
- SEC (SECS, SECF) - Secretariat Body
- NATB (NATBS, NATBF) - National Points of Contact
- IMPL - Implementation Clause
- FINAD - Administrative Financing
- FINPR - Programmatic Financing

<u>Later Article Section</u>
- DISP - Dispute Settlement
- REVW - Review of Agreement Terms
- CONS - Consultation
- AMND - Amendment of the Agreement
- DEPO - Depositary
- MEMB - Membership
- EIF - Entry into Force (may be found at various points but typically at end of agreement)
- RESV - Reservations/Terminations/Withdrawals (may be found at various points but typically at end of agreement)

<u>Anywhere</u>
These codes can occur anywhere but are always coded at the paragraph level
- ATTACH - Official Attachment/Annex/Appendix, etc.
- RELA - Relational body
- INFO - Information exchange
- SCIR - Scientific Research
- SOVR - Sovereignty Provision

<u>Concluding Section</u>
- TEXT - Official Text
- CONC - Conclusion

<u>**Section 4: Abbreviated Code Definitions**</u>

These codes are grouped into four stages, corresponding to the order in which coders are trained. Stage 1 codes are selected as being the least ambiguous and most straightforward. Stage 2 codes are slightly more challenging than stage 1 codes. Stage 3 codes are reasonably challenging and more concept-oriented. Stage 4 codes are the most challenging codes. Within each stage, the codes are listed in probable order of appearance in a treaty, although many treaties differ so the order should only be used as a general guide.

Stage 1 codes:
These codes should be easy to apply. These are codes that, generally, have some clear way of identifying them, either because of their location or their precise nature. Mistakes or differences among coders can be assumed to be due to carelessness on the part of the coder.
•   TITL: Title: the paragraph with the official title of the agreement.
•   SRC: Source: the paragraph with the original source of the agreement.
•   DESC: Description: provisions that describe the problem being addressed.
•   GOAL: Goals: provisions that delineate the objectives of the agreement
•   DEFN: Definitions: provisions defining the terms used in the agreement.
•   RELA: Relationship: provisions that mention relationships to any other international agreements or organizations
•   MEMB: Membership: provisions that define who can and cannot be a member and the procedures for becoming a member, including signature, ratification, acceptance, approval, accession, etc.
•   RESV: Reservations: provisions that define the conditions under which members may terminate, withdraw, suspend, or invalidate the terms of the agreement.
•   EIF: Entry into Force: provisions that delineate the terms under which the agreement will take legal effect, i.e., enter into force.
•   DEPO: Depositary: provisions identifying the country or intergovernmental organization that will receive notifications and communications.
•   ATTACH: Annex, appendix, schedule, list, maps, exhibits, or other attachments to the end of an agreement.
•   TEXT: Text: provisions identifying which language versions of the agreement will be considered as authentic texts.
•   CONC: Conclusion: standardized language in the last few paragraphs of almost all agreements delineating the date, place of signature, and related comments.

Stage 2 codes:
These codes require a clear understanding of the underlying meaning of the code. However, once that meaning is understood, the coding should be straightforward. These codes do not overlap other codes and so there should be little confusion between these codes and other codes. Mistakes or differences among coders can usually be assumed to be due to a lack of a clear understanding on the part of the coder of what the code is intended to capture.
•   SCOP: Scope and application: provisions that clarify the area, species, pollutants, etc. to which the agreement applies.
•   HOB: Highest Organizational Body: the highest decision-making body identified in the agreement.
•   SB: Subsidiary Bodies: executive bodies, scientific or implementation committees, and other subsidiary organizations that must report to a higher organizational body within the agreement.
•   SEC: Secretariat: the "administrative staff" for the agreement.
•   NATB: National Bodies: national level agencies or organizations that facilitate national action.
•   SCIR: Science and Research: provisions that make reference to science, scientific research, and/or technical research.
•   AMND: Amending: provisions for amending, modifying, or revising the text of the agreement.

Stage 3 codes:
These codes require a clear understanding of the underlying meaning of the code. In some cases, the codes come close to overlapping, so being able to distinguish between one code and another when coding is crucial. Mistakes or

differences among coders can usually be assumed to be due to the coder's lack of understanding of either a) what the code is intended to cover or b) the distinction between one code and a similar code.

• FINAD: Financing Administration: provisions for financing the administration of the organizations associated with the agreement.

• FINPR: Financing Programs: provisions for financing programmatic elements of the agreement.

• SOVR: Sovereignty: provisions that limit the legal power of the agreement by clarifying the sovereign rights retained by member countries or by other actors despite the operation of the agreement.

• CONS: Consultations: provisions for ad hoc or non-regular meetings of the Parties that do not entail an organizational body.

• INFO: Information: provisions detailing information exchanges (reports, communications, notifications, data exchanges) among Parties or between a Party and an organization.

• /S and /F on Organizational Bodies: provisions that address either the structure (S) or the functions (F) of the organizational body types (HOB, SB, SEC, NATB) identified in the Stage 2 codes.

• DISP: Dispute Settlement: provisions that address how disputes will be resolved, whether through dispute settlement, arbitration, mediation, or other alternatives.

• REVW: Review: provisions delineating procedures for evaluating and revising the terms of the agreement.

Stage 4 codes:
These require a clear understanding of the underlying meaning of the code as well as considerable experience applying the codes. These codes have proved particularly challenging to coders in the past. Mistakes or differences among coders can usually be assumed to be due to the coder's a) lack of understanding of what the code is intended to cover, b) lack of understanding of the distinction between one code and a similar code, or c) lack of sufficient experience and practice coding.

• SUBS: Substantive Rule: provisions that delineate the major demands placed on the members of the agreement

• IMPL: Implementation: secondary provisions that delineate measures intended to increase the likelihood that members will fulfill the substantive commitments they make under the agreement, including provisions related to monitoring, evaluation of, and responses to compliance, noncompliance, and behavioral change.

Section 5: Glossary of Terms used in Coding

Accession - The same legal meaning as ratification, but used for a Party who did not sign the original agreement. Usually used for Parties who join an agreement after the agreement has entered into force.
Agreement - In its generic sense, an agreement includes the largest range of international instruments. In a specific sense, it may be used for less formal documents, bilateral agreements, economic, cultural, scientific, or technical agreements.
Amendment - A document that modifies, changes, or extends a previous agreement.
Annex - A part of the agreement that is attached and usually contains schedules, tables, or lists of pertinent information.
Articles - Elements of an agreement that lay out the structure, regulations, and substantive provisions.
Bilateral Agreement - An agreement between two Parties.
Body - A Body in this text refers to a group structure within the organization. Bodies are smaller units that are usually created to implement or administer the agreement.
Coding - The process of quantifying information represented in a non-numeric form.
Convention - One of several terms designating an agreement.
Depositary -The organization entrusted with functions specified in article 77 of the Vienna Convention 1969
Entry Into Force - The moment at which the provisions of a treaty become legally binding on its Parties. Every treaty specifies conditions for its entry into force.
Exchange of Letters or Notes - An exchange of documents that, together, can be considered legally equivalent to a treaty or agreement. Usually an "Exchange of Letters" or "Exchange of Notes" is used for bilateral agreements. Note that, frequently, the exchange involves separate documents that may not be signed on the same day by both parties.
Inter-Coder Reliability - The amount of agreement between the codings applied by two coders working independently on the same agreement. There are a variety of ways to measure this.
Multilateral Agreement - An agreement between more than two Parties.
Organizational Body - The organizational body is the largest group that the treaty creates. Membership in this group usually contains all Parties to the agreement.
Parties - Members of the agreement, countries that sign and ratify the agreement.
Plenipotentiary - The person authorized to undertake a specific agreement action.
Preamble - The beginning of the agreement; the section that comes before the start of the articles.
Protocol - A document that modifies, changes, or extends a previous agreement.
Provision - A portion of an agreement involving a condition, rule, regulation, requirement, request, or other element that addresses the obligations of Parties to an agreement.
Ratification - Approval by the legislative branch of an agreement that has been negotiated by the executive branch. Ratification finalizes the process by which a country becomes a Party to an agreement and becomes legally bound by that agreement. In the United States, the Constitution requires that agreements be ratified by the Senate.
Regional Economic Integration Organizations - international organizations, like the European Union, that often receive different treatment than countries under international agreements.
Secretariat - The administrative unit responsible for administering an agreement.
Signature - The signing of an agreement, usually by a representative of the executive branch of a government.
Treaty - One of several terms designating an agreement. A treaty must be a binding document, must include states or international organizations with "treaty-making power," must be governed by international law, and must be in writing.

Also see the UN Treaty list's glossary of terms (http://untreaty.un.org/English/guide.pdf) and the Vienna Convention on the Law of Treaties (http://www.un.org/law/ilc/texts/treaties.htm) for more definitions, clarification, and explanations of other common words used in international agreements.

Section 6: Consistency Rules

Understanding the relationships among certain codes helps clarify the coding rules. The failure to recognize these relationships often leads to unnecessary confusion and errors in coding. Coders should refer to these rules when a provision has features of several codes to clarify whether one code, the other code, or both should be assigned.

Procedural Codes and Information Exchanges (INFO)
All the codes listed here often have information exchanges as parts of the procedure being coded. Therefore, they only receive the primary procedural code and are NOT additionally coded as INFO in addition to the code below. Please see the individual definitions for more details.
- AMND
- CONS
- DEPO
- DISP
- EIF
- FINAD
- FINPR
- MEMB
- RESV
- REVW

Procedural Codes and Consultation (CONS)
Discussions or consultations that are part of procedures related to the following codes do not receive a code for the discussions or consultations since they are part of that larger, coded, process.
- AMND
- DISP
- FINAD
- FINPR
- INFO
- REVW
- SCIR

Actor Codes and Relationships Outside the Agreement
- These codes involve provisions through which organizations are identified or created. Provisions that establish an organization should be coded with a /S code for the organization that is being established AND a corresponding code for the entity responsible for establishment with the exception that if it is the Parties that establish the organization, it is NOT coded as SUBS. Generally, if one organizational body creates another, the provision is coded as /S for the body being established and /F for the body responsible for establishing that organizational body, unless the body responsible for establishing that organizational body is an external organization, in which case it is coded as RELA so long as the entity responsible for establishment is explicitly named.
- HOBS
- NATBS
- SBS
- SECS

Procedural Codes and Actor Codes
All of the following codes involve provisions that identify actions or procedures and may identify actors involved in those actions or procedures. The following rules are designed to help coders be consistent when coding these "procedural" codes in deciding whether or not to include additional codes regarding the actors involved.
- If the provision identifies an action or procedure to be undertaken *by a Party to the agreement* (i.e., a member country), there SHOULD NOT be an "actor" code.

- If the provision *explicitly identifies a specific action, task, or set of procedures* to be undertaken *by an organizational body of the agreement* (i.e., a HOB, SB, SEC, or NATB), there SHOULD be an additional code for the organizational body and /F or /S.

- If the provision mentions an organizational body but does NOT explicitly assign actions, tasks, or procedures to that organizational body, there SHOULD NOT be an additional code for the organizational body and /F or /S. Thus, a provision requiring that the Conference of the Parties (a HOB) recommend and adopt revisions to the agreement, with "the assistance of" or "in consultation with" the agreement Secretariat, that provision would be coded as REVW (for the revisions), as HOBF since the actions required by the Conference of the Parties are explicitly delineated, but NOT as SECF since the actions the Secretariat must take are not made explicit.

- Codes to which these rules apply:
  - AMND
  - CONS
  - DISP
  - FINAD
  - FINPR
  - IMPL
  - INFO
  - RESV
  - REVW
  - SCIR
  - SUBS

Substantive (SUBS) and Organizational Function (/F) Provisions and More Specific Codes

Several codes are, or may appear to be, simply specific versions of substantive, implementation, or organizational function codes. That is, these more specific codes apply to provisions which, if no such code existed, would be coded as SUBS, IMPL, or HOBF/SBF/SECF/NATBF. The general rule is:

- Use the more specific code by itself when the alternative or additional coding would be SUBS or IMPL

- Use both the more specific code AND the organizational body function code when the alternative or additional coding would be HOBF/SBF/SECF/NATBF.

The underlying logic is that the coding system should identify the actors undertaking these actions -- when the actors involved are the Parties, the more specific code can stand alone because those Parties are implied; if the actors involved include an organizational body (with or without the Parties), the specific code is needed to identify the responsible organizational body.

- AMND
- CONS
- DISP
- FINAD
- FINPR
- INFO
- RESV
- REVW
- SCIR

Code Definitions and Coding Rules

This section lists all codes with full definitions and clarification of specific rules for applying each code. Each code is titled and begins with definitions and detailed rules for applying the code. Definitions are designed to be complete and clear. Where needed, the manual further clarifies the use of particular codes using examples, examples of "what the code is not," confusions with other codes in the manual, and clarifications on avoiding common errors. Note that in many of the examples, multiple codes may apply to particular text; however, they have not been included in order to focus on a the particular code being defined.

Stage 1 Codes

TITLE - Official Title
- The paragraph with the official title of the agreement.

Example:

Title.1	Convention On Long-Range Transboundary Air Pollution	TITL

SRC - Official Source
- The paragraph with the official source of the agreement text and, if from a website, the date it was downloaded in YYYYMMDD format. For paper documents, no date is needed, but the name of the authors, and date of the source document, including page numbers should be included.

Example:

Src.1	Source: http://www.unesco.org/whc/world_he.htm Downloaded on: 20041002	SRC

or

Src.1	Source: Ruster and Simma, 1980, pp. 350-370.	SRC

DESC - Problem Description
- Provisions describing the problem that the agreement addresses and seeks to resolve. These provisions may describe the impacts of the problem, its causes, and what factors or events have led member states to become concerned enough about the problem to take action through international cooperation.
- The provision must describe some aspect of the problem being addressed, not merely identify the countries that are Parties to the agreement.
- This is usually found in the Preamble of the agreement, but may also be found in other parts of the agreement, usually in one of the earlier articles.
- The final line of the preamble, when it contains the common phrasing like "The parties have agreed:" and similar phrases are captured by

Example:

Pre.1	Recognizing that wild fauna and flora in their many beautiful and varied forms are an irreplaceable part of the natural systems of the earth which must be protected for this and the generations to come;	DESC
Pre.2	Conscious of the ever-growing value of wild fauna and flora from aesthetic, scientific, cultural, recreational and economic points of view;	

GOAL - Goals/Objective
- Provisions that identify non-behavioral outcomes that the agreement's substantive provisions seek to promote.
- References to the objectives, goals, or aims that the substantive behavioral provisions of the agreement are intended to promote. The provision must be explicit in stating what it is seeking to promote.
- GOAL should only be used for provisions that refer to non-behavioral outcomes that Parties cannot directly control but that are achieved by Parties taking or refraining from taking the actions identified in substantive provisions (SUBS).

- GOAL provisions can be identified in two ways:
  - provisions that state "here are the goals/objectives/aims of the agreement" or "here is what we seek to achieve through the substantive behavioral provisions of this agreement"
  - substantive provisions (SUBS) that proscribe or prescribe behaviors in terms of the non-behavioral outcomes those behaviors should be designed to achieve.
- To understand the "non-behavioral outcome" aspect of this code, consider the following examples. "The objective of this agreement is to improve environmental quality and reduce the harm to human health from the following chemicals..." would fit this definition and be coded as GOAL since these are clearly non-behavioral outcomes. By contrast, a provision that says "The Parties to this agreement shall pass domestic legislation to reduce emissions of the following chemicals...." which is clearly behavioral and so would NOT be coded as GOAL (but instead would be coded as SUBS). Difficult cases arise with agreements that say something like "The objective of this agreement is to promote environmental cooperation of the Parties to this agreement...." which should be coded as GOAL since it is explicitly stated as an objective of the agreement, whereas a provision that says "The Parties shall cooperate on environmental affairs by negotiating agreements on the following issues..." would be SUBS since it provides that the Parties shall cooperate but does not say what the objective of their cooperation is.
- Goals need not be exclusively environmental in character. An agreement might have multiple goals, e.g., economic goals delineated in one article and environmental goals delineated in another - both of these articles would be coded as GOAL.

Clarifications
- The code is often confused with DESC, SUBS, or GOAL
- GOAL provisions are distinguished from both DESC and SUBS because they state: "This is where we want to get to." DESC involves descriptions of the problem saying "This is the problem we are facing." SUBS involves provisions more along the lines of "We are going to get to this goal by ensuring that…" If it seems ambiguous, usually the code should be either DESC or SUBS, not GOAL. Although phrases like "in order to" or "to accomplish" should trigger you to consider using GOAL, they do not necessarily mean that it is a GOAL provision.
- To distinguish GOAL from DESC, note that agreements often *describe* a problem in terms of non-behavioral outcomes but do not explicitly state that the agreement seeks to mitigate, eliminate, remedy, or otherwise address these problems. Thus, preambles often have phrases that begin with "Recognizing that..., Acknowledging that ..., Concerned that ..." These are DESC unless they explicitly state that the agreement seeks to fix these problems in some way. DESC provisions describe the problem that is prompting negotiation of the agreement, while GOAL provisions identify what the agreement (or specific provisions of that agreement) is intended to achieve. Code a provision as GOAL *if and only if* the phrasing includes "desiring to," "recognizing the desirability of," "for the purpose of," "with the intention of," "in order to promote," or similar language.
- In some cases, a single article will state the goal and substantive provisions for achieving it, in which case the article should be coded as both GOAL and SUBS.
- When a provision describes the objectives of the agreement in terms of behavior of the states, it should not be coded as GOAL, but should be as SUBS because it is behavioral.

Examples:
From a Preamble:

Pre.1	DESIRING to meet the subsistence needs of native people while affording further protection to polar bears;	GOAL

Art.1	Article 1: Objectives	GOAL
Art.1.1x	The objectives of this Agreement are to:	
Art.1.1x.a	(a) foster the protection and improvement of the environment in the territories of the Parties for the well-being of present and future generations;	
Art.1.1x.b	(b) promote sustainable development based on cooperation and mutually supportive environmental and economic policies…	

Note that the title of this article helps in coding the provision.

DEFN - Definition
- Provisions that define how terms will be used in the agreement.

Clarifications:

- This code is sometimes confused with ATTACH, RELA, or SCOP
- Definition provisions often begin with a paragraph saying "The following terms will be considered to have the following meanings under this convention: ..." followed by a list of terms and their definitions. All paragraphs in this article should ONLY be coded as DEFN. A DEFN provision never receives ANY additional codes. That is, all elements of a DEFN provision are coded as DEFN and only DEFN, even when the definition makes references to annexes (ATTACH), regions or species (SCOP), other international organizations or agreements (RELA), or other things that would receive some other code if they were not part of a definition.
- Definitions may appear to be SCOP if they define certain areas to which the treaty applies, but they should be coded as DEFN rather than SCOP.
- Although no elements of a definition provision should receive other codes, a single article may be coded as DEFN and other codes if the article has some DEFN paragraphs and also has other paragraphs that are not DEFN but are *separately* SCOP or ATTACH or some other code.
- Provisions that state a shorthand, nickname, or acronym for an organizational body may look like a definition, but should not be coded as DEFN because it is not actually defining the term. These provisions are simply stating how something will be referred to throughout the agreement without actually defining the term. These references will be captured using an organizational body or RELA code. For example, a clause that says -- the Commission on Environmental Protection hereinafter referred to as the "Commission" -- would not get coded as DEFN since it is not defining who the Commission is, but is simply providing a way to refer to it.

Example:

Art.1	Article I Definitions	DEFN
Art.1.0x	As used in this Treaty,	
Art.1.1	1. "enhancement" means man-made improvements to natural habitats or application of artificial fish culture technology that will lead to the increase of salmon stocks;	
Art.1.2	2. "fishery" means the activity of harvesting or seeking to harvest salmon;	
Art.1.3	3. "fishery regimes" means the fishing limitations and arrangements adopted by the Parties pursuant to Article IV, paragraph 6.	
Art.1.4	4. "interception" means the harvesting of salmon originating in the waters of one Party by a fishery of the other Party;	
Art.1.5	5. "overfishing" means fishing patterns which result in escapements significantly less than those required to produce maximum sustainable yields;	
Art.1.6	6. "stocks subject to this Treaty" means Pacific salmon stocks which originate in the waters of one Party and	
Art1.6.a	(a) are subject to interception by the other Party	
Art1.6.b	(b) affect the management of stocks of the other Party; or	
Art1.6.c	(c) affect biologically the stocks of the other Party; and "transboundary river" means a river that rises in Canada and flows to the sea through the United States.	

Not Examples (this should be coded as SCOP):

Art.3	Article 3	SCOP
Art.3.1	This convention shall apply to all boundary waters that are within the Great Lakes System.	

RELA - Relationship to other international agreements/organizations (paragraph level code)
- Provisions that name *specific international* organizations or agreements that are *external* to the agreement being coded This includes international agreements (treaties, conventions, protocols, amendments, etc.), international organizations, international meetings, other international bodies, etc. that are NOT specifically agreement-related organizations (i.e., are *not* HOB, SB, SEC, and NATBs, see below) but *are* explicitly named. This code seeks to capture relationships of the agreement and its organizations with "external" international agreements or organizations.
- RELA provisions are always coded at the paragraph level.

- ALL specific references to external organizations should be coded as RELA, even when that external organization is mentioned as part of another code such as MEMB, DEPO, or DISP. For example, agreements often designate an external organization to serve as depositary, to serve as secretariat, to provide dispute settlement functions, or other tasks. Regardless of the task being assigned, so long as the organization is specifically named and is not an agreement-related organization, then the provision should be coded as RELA.

Clarifications:
- RELA is not coded for general references to other agreements, organizations, or international law that do not specify or name that agreement or organization. For example, references to "other agreements," "international law," and "Regional Economic Integration Organizations" should not be coded as RELA, since these do not specify particular organizations.
- Organizations, bodies, meetings, agreements, statements, etc. that are part of the current agreement should NOT be coded as RELA.
- If coding a protocol or amendment, the original treaty or related protocols and amendments of which it is a part should NOT be coded as RELA.
- Relationships to national laws, national regulations, national rules, or national organizations should NOT be coded as RELA.

Example:

Art.4	Article IV	
Art.4.1	1: (Agreement Text)	
Art.4.2	2: The Commission shall arrange for the publication of reports of its activities, and it may publish independently or in collaboration with the International Bureau for Whaling Statistics at Sandefjord in Norway and other organizations and agencies such reports as it deems appropriate, as well as statistical, scientific, and other pertinent information relating to whales and whaling.	RELA

Explanatory Note: Article 3 of the 1946 International Convention for the Regulation of Whaling (ICRW) establishes the International Whaling Commission (referred to as "The Commission" in the text) as the highest organizational body of this agreement. Article 4, paragraph 2 refers to both the International Whaling Commission and the Bureau of International Whaling Statistics. Since the International Whaling Commission is part of the ICRW, that paragraph should NOT be coded as RELA. Since the Bureau of International Whaling Statistics is independent of the IWC, that paragraph SHOULD be coded as RELA. This paragraph would not be coded RELA if the provision only mentioned "other organizations and agencies" but did not mention any specific organizations.

MEMB - Membership

- Provisions regarding which countries (and, less frequently, non-state actors) can and cannot be a member as well as membership procedures such as signature, ratification, acceptance, approval, accession, and adherence.
- MEMB should be reserved for provisions that say who can be a member, whether listing them by name, or describing them by attributes, or by describing some process by which any country can become a Party to the agreement.
- Provisions that describe when a treaty is applied to territories of the states (often referred in the text as territorial application) should be coded as MEMB.
- There are several types of membership provisions.
    o Provisions that identify what countries, or types of countries, can be members.
    o Provisions that identify what organizations, or types of organizations, can be members. E.g., "this agreement is open for signature by the European Economic Community and other regional economic integration organizations." Note that, if particular organizations are specified, they should also be coded as RELA.
    o Provisions that identify the countries that can be members based on their membership in another organization. E.g., "this agreement is open for signature to any state member to the European Economic Community." Note that, if particular organizations are specified, they should also be coded as RELA.
    o Provisions that discuss different types of membership, e.g., differences between the rules for member countries that are part of a regional economic integration organization and those that are not.

- o Some provisions discuss the different responsibilities or divisions of competency between *members* of a regional economic integration organization and that regional economic integration organization as a whole in terms of how they relate to the agreement and organizational bodies in the agreement. This is also considered a membership provision and gets the MEMB code.
- o Some provisions discuss whether the provisions of the treaty will apply or "extend" to territories under the control of a particular state or whether territories can become members of the agreement. This should be coded as MEMB. This should not be confused with SOVR or RESV. SOVR provisions protect certain groups within the state from violations of their ability to govern themselves. RESV provisions allow states to opt out of the agreement or parts of the agreement.

Clarifications:
- The code is often confused with HOBS, SBS, or INFO
- Provisions involving the deposit or exchange of membership documents should be coded as DEPO only.
- If a provision describes the ability of some actor to participate in the entire agreement, it should be MEMB. If it only describes the ability to participate in an organizational body, it should be coded as /S for the appropriate organizational body code.
- These provisions often involve information exchanges but, when they do, such exchanges are assumed to be captured by this code and so they should NOT also be coded for INFO. See the Consistency Rules for more information.
- Provisions that describe the different voting rights of members of a regional economic organization (REIO) and of that REIO itself should be coded for the /S code of the organizational body within which they are voting (usually the HOB), not MEMB. See the Organizational Body section for more information.

Example:

Art.17	Article 17	MEMB
Art.17.name	Membership	
Art.17.1x	The present Convention shall be open for signature ... by the member States of the Economic Commission for Europe as well as States having consultative status with the Economic Commission for Europe, pursuant to paragraph 8 of Economic and Social Council resolution 36 (IV) of 28 March 1947, and by regional economic integration organizations, constituted by sovereign States members of the Economic Commission for Europe....	

RESV - Reservations, terminations, withdrawals, opt out clauses, escape clauses, and suspension provisions
- Provisions that allow, and specify conditions for, a state to limit the application of the agreement (in whole or in part) to itself. These include provisions allowing states to "take reservations" under the agreement, "opt out" of certain provisions, make use of escape clauses, withdraw from or terminate their membership in the agreement, or any other provisions that allow a state to avoid being legally obligated by certain provisions or by the agreement as a whole.
- Reservations and similar clauses that allow governments to exclude themselves from particular obligations, and should not be confused with things an agreement leaves unregulated (see Confusions under SUBS).
- RESV should be used for provisions that discuss the way states can opt out of recommendations, suggestions or other provisions of that sort, whether they are created by an organizational body or the agreement itself.

Clarifications:
- RESV is not used when agreements have exceptions to substantive provisions that are intended to clarify or limit the scope of those provisions. General exceptions to substantive provisions should be coded SUBS and those that are exceptions to implementation provisions should be coded IMPL. These are not coded as RESV because they are not a way for individual governments to get out of provisions that apply to other Parties, but rather are exceptions that apply to all Parties. Exceptions to a substantive rule that each Party must decide for itself whether to take advantage of or not or for which it must meet certain criteria, and where such exceptions apply only to those Parties who request such exceptions, should be coded as RESV.
- The code is sometimes confused with SUBS, SOVR, EIF or INFO
- Provisions that terminate the agreement as a whole rather than a single country's membership in the agreement should be coded as EIF (see EIF code). Only in situations where the agreement will continue to be binding to some

of the parties should RESV be used. If the agreement will no longer be binding to any states, then it should be EIF, based on the "termination" elements of that code.

• Provisions that delineate allow Parties to opt out of certain provisions should not be coded as SOVR. SOVR provisions clarify behaviors which the agreement may not regulate.

• RESV provisions often involve information exchanges but, when they do, such exchanges are assumed to be captured by this code and so they should NOT also be coded for INFO. See the Consistency Rules for more information.

• Please see the Consistency Rules regarding Procedural and Actor Codes in order to capture both the action and the actor.

• Please see the Consistency Rules for more information about how RESV is related to SUBS codes and organizational body codes.

Example:

Art.14	Article 14	RESV
	The amendment shall become effective with respect to all Contracting Governments which have not presented objection but shall not become effective with respect to any Government which has so objected until such date as the objection is withdrawn.	

EIF - Entry into Force

• Provisions that lay out the terms under which the agreement will take effect or enter into force, including the number (or type) of states that must sign and ratify it, the delay after such ratifications are received, the time for which it will remain in force, etc.

• Provisions that specify the conditions under which the agreement as a whole can be terminated or that specify a point in time at which the agreement will no longer be operative should also be coded as EIF.

• EIF should be used for provisions that specify when the agreement will be in force for all members as well as for provisions that delineate when it will be in force for specific members. Thus, a provision that identifies that, for countries that become members after the agreement as a whole enters into force, the agreement will "take effect" 9 months after receipt of their instrument of ratification would also be coded as EIF. Note, however, that termination of an individual state's membership is coded as RESV, not EIF, as long as the agreement continues to be binding to some or all of the other parties.

• Provisions that delineate the entry into force of amendments or other modifications of the agreement should also be coded as EIF. Thus, an EIF code may occur more than once in an agreement.

Clarifications

• These provisions often involve information exchanges but, when they do, such exchanges are assumed to be captured by this code and so they should NOT also be coded for INFO. See the Consistency Rules for more information.

• Provisions that describe when recommendations, suggestions, or other provisions that are not changes in the text (changes in the text would include amendments, schedules, etc.) should not be coded as EIF. These provisions do not describe when amendments or other changes become effective and do not fit the definition above (See AMND and /F codes).

Example:

Art.27	Article 27: Entry Into Force	EIF
Art.27.1x	This Convention shall enter into force on the date of the exchange of the instruments of ratification. It shall remain in force for ten years and shall continue in force thereafter until terminated as provided herein.	

DEPO - Depositary

• Provisions of three types should be coded as DEPO:
   o Provisions designating the entity that will serve as depositary or identifying an entity as responsible for depositary functions even if not specifically called the depositary. That is, the provision that specifically identifies "who" will serve as depositary.
   o Provisions that involve depositing of any documents (official texts of agreements as well as texts of amendments, protocols, etc.) or of membership instruments (signature, ratification, adherence,

accession, etc.), whether with the entity designated as the depositary or some other entity serving the depositary function for those documents. This includes the receipt of such instruments by the depositary.

- o Provisions that involve the depositary (or the entity serving the depositary function) notifying other actors (Parties, organizational bodies, or external entities) that particular documents or membership instruments have been deposited or providing or making those documents available to other actors.

• Depositary functions sometimes are undertaken by one of the countries party to the agreement and other times are undertaken by an external organization or entity. In the latter case, it also should be coded as RELA.

Clarifications:
• Generally, nothing other than one of the three bullets above can be coded as DEPO.
• Provisions that mention a depositary in passing or assign them a function other than receipt or dissemination of documents as noted above should NOT be coded as DEPO. These functions should be captured by other codes.
• DEPO should not be coded simply because the word "depositary" (or "depositary") is used.
• DEPO provisions often involve information exchanges but, when they do, such exchanges are assumed to be captured by this code and so they should NOT also be coded for INFO.

- o In an article coded as DEPO, all subsequent provisions within that article, where information exchanges occur by which the depositary is sending or receiving information, are captured by the DEPO code. Therefore, such provisions should not be coded as INFO.
- o See the Consistency Rules for more information.

Example:

Art.28	Article 28	DEPO
Art.28.1x	Instruments of ratification, acceptance, approval, or accession shall be deposited with the Secretary General of the United Nations, who will perform the functions of the depositary.	

Note here that the Secretary General of the United Nations is specifically identified and is identified as having the role of depositary.

ATTACH - Attachments/Annexes/Appendixes, etc. (paragraph level code)
• Provisions that mention any attachments to the agreement, i.e., any elements that are not included in the agreement's main body of preamble, articles, and concluding paragraphs. Attachments may include lists of chemicals or species, maps of applicable areas, certificates or licenses, or other elements of an agreement that are easier to reflect in a list or other format.
• ATTACH provisions are always coded at the paragraph level.
• Common terms for attachments are annexes, appendixes, schedules, lists, maps, or exhibits.
• References to annexes that may be negotiated in the future are coded as ATTACH.
• References to the names of the attachment should be coded as ATTACH if the attachment has such a name.
• When an attachment appears in the name of an article do not code the article as ATTACH but do code all paragraphs in that article that mention the attachment as ATTACH.

Clarifications:
• Annexes and attachments mentioned in DEFN articles should not be coded as ATTACH, as DEFN receives no additional codes. If mentioned in the same article, but not as part of the DEFN list, it would be coded as ATTACH, however.

Example:

Art. 5	Article 5: Schedules	
Art.5.1x	This Convention includes the Schedule attached thereto which forms an integral part thereof. All references to "Convention" shall be understood as including the said Schedule either in its present terms or as amended in accordance with the provisions of Article V.	ATTACH

TEXT - Official Text
• Provisions that describe what will be considered as authentic texts and official languages of the agreement, annexes, amendments, and protocols.

- INFO should not be coded in text provisions, because often TEXT provisions require the exchange of information or the official texts.

Example:

Conc.1	Done at Washington, D.C. on October 16, 2000, in duplicate in the English and Russian languages, both texts being equally authentic.	TEXT

CONC - Conclusion

- Provisions involving one or more paragraphs of standardized language at the end of almost all agreements that does not fit into other codes, e.g., "Done at…" or "The foregoing is hereby agreed to and signed by…"
- Usually CONC applies to paragraphs that are not identified as Articles in the agreement but come after the last article.

Clarifications:

- CONC should NOT be used for provisions that deal only with the authentic text, official languages, registration, and publication of the agreement. For those, see TEXT. Sometimes, however, an article will be both a conclusion provision but will also mention official languages or authentic texts -- in such cases, it should be coded as CONC and TEXT.

Example:

Conc.1	In witness whereof the undersigned, being duly authorized thereto, have signed the present Convention. Done at Geneva, this thirteenth day of November, one thousand nine hundred and seventy-nine.	CONC

Stage 2 Codes

SCOP - Scope and Application of Agreement
• Provisions that, separately from SUBS provisions, clarify the scope of the whole agreement by designating where, when, or the conditions under which the agreement applies. These usually involve a specific provision that identifies that the agreement applies only in a particular region, only to specified pollutants or animals, only to certain types of activities (e.g., only to commercial or non-subsistence harvest of a species), etc.
• Provisions may also clarify scope by delineating regions, species, pollutants, or types of activities etc. to which the entire agreement does NOT apply. These should also be identified as SCOP, so long as they are separate from SUBS provisions (see Confusions under SUBS).

Clarifications
• Coders should be extra careful when coding SCOP with SOVR, SUBS, MEMB, HOB, SEC, NATB, or SB
• Provisions addressing sovereignty (SOVR) often allow states to limit the agreement by allowing them to retain certain rights. However, such provisions should be coded only as SOVR and not as SCOP.
• Substantive provisions generally must specify the species, pollutants, habitats, time-periods, locations, regions, etc. to which they apply. Therefore, it may seem that SUBS provisions will often be coded as SCOP. However, SCOP should be used only for provisions that are separate from a SUBS article. That is, a provision which states "The taking of species regulated by this agreement is prohibited in the Bering Sea." should be coded as SCOP if it is a free-standing article or is part of a free-standing article that specifies where SUBS provisions identified in some other article apply.
• Some paragraphs may specifically limit substantive provisions in an article but these should NOT be coded as SCOP. SCOP is limited to provisions that define the *scope of the whole agreement*. Substantive articles often identify the scope of particular provisions even if the scope of the agreement more generally is broader.
• SCOP must also be separate from HOBF, SBF, SECF, and NATBF codes to be coded (see below).
• Provisions delineating who can or cannot be a member of the agreement are coded MEMB -- SCOP provisions delineate where, when, and how agreement provisions apply.
Example:

Art.2	Article 2	SCOP
Art.2.1x	This Convention shall apply to Lake Ontario (including the St. Lawrence River from Lake Ontario to the forty-fifth parallel of latitude), Lake Erie, Lake Huron (including Lake St. Clair), Lake Michigan, Lake Superior and their connecting waters, hereinafter referred to as "the Convention Area." This Convention shall also apply to the tributaries of each of the above waters to the extent necessary to investigate any stock of fish of common concern.	

Organizational Bodies:
Many agreements create one or more organizations -- or create *processes* even if they do not create specific organizations -- to help in agreement management and implementation. Some agreements create these organizations, others delegate their creation to an existing organization. All codes for organizational bodies have two parts -- the primary part which identifies the type of organization and a secondary part which identifies whether the provision is creating the organization and/or delineating its structural aspects (S) or is assigning the organization a specific function to perform (F). As described in the Stage 3 Codes section, the first aspect of coding requires coding all organizations identified in an agreement as HOB, SB, SEC, or NATB (or RELA); the second aspect of coding requires evaluating these provisions to determine whether it structures or assigns functions to that body. Based on this two-part process, one of eight organizational codes (composed of a primary and secondary element) can be assigned to each article: HOBS, HOBF, SBS, SBF, SECS, SECF, NATBS, and NATBF.
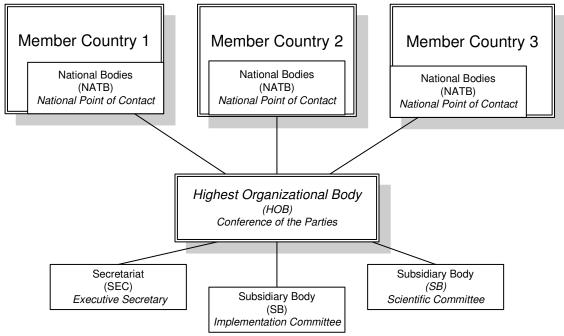
Clarifications
• Only code organizational bodies when the agreement explicitly states that an organizational body must take, or refrain from taking, some action. Organizational bodies mentioned in passing should not be coded using an organizational body code. For example, a provision that "the secretariat shall, in consultation with the Conference of

the Parties, prepare annual meetings," should be coded only as SECF since its consultation with the Conference of the Parties (the HOB in this agreement) implies that the HOB has a function but it is not explicit in assigning that function.

• Sometimes the name of the organizational body can be deceiving. It is important to code organizational bodies based on their functions, not just their names. Thus, to code provisions in an agreement that establish a "Bureau" will need to be read carefully to determine whether the functions of the Bureau make it best to code it as a secretariat, as a highest organizational body, or as a subsidiary body.

• When any organizational body is simply receiving information but not tasked by the provision to do anything with the information, the provision is coded ONLY as INFO. When an organizational body is releasing information, and not as part of some larger process that receives some other code, this should be HOBF/SBF/SECF/NATBF and ALSO INFO. Please see the Consistency Rules for more information about organizational bodies and coding INFO.

• Please see the Consistency Rules for more information about organizational bodies and coding RELA.

• Please see the Consistency Rules for more information about the relationship between organizational body codes and more specific codes.

• Parts of organizational bodies should be coded with the organizational body code unless it is clearly a new or different organizational body. That is, if a specific person or subgroup of a body is doing some task, but the functions are the same as the organizational body for the whole, it should just be coded as that organizational body code. For example, if there is a director or a commission in the Secretariat that carries out the secretariat functions, the director or commission should also be coded as SEC. If that commission or director is clearly a different body and has different functions from what a SEC would do, then it may require another organizational body code.

• Some organizational bodies can get multiple codes if they clearly serve multiple functions. If an organizational body clearly serves as the secretariat and the depositary, for example, the same organizational body could get a DEPO code and a SEC code when appropriate (see the coding manual).

The chart below provides a sample hierarchy of the organizational bodies in a fictional three-Party multilateral agreement with two Subsidiary Bodies (SB), National Points of Contact (NATB) for each Party, a Highest Organizational Body (HOB), and a Secretariat. Under each abbreviated code, a sample name of the body is provided in italics.

HOB: Highest Organizational Body

• The group *or process (e.g., regular meetings of the Parties)* involving representatives of the Parties or Member Countries that is established as the agreement's highest level of authority. Decision-making can be assigned to a group of specified actors (typically one representative of each country) or to specified meetings of representatives of the Parties, which may be identified as meetings rather than being constituted as a group.

- Agreements may identify the highest organizing body (or process) using various terminologies or names, including a Commission, a Conference of the Parties, an Executive Body, meetings of the Parties, etc. It is a body or process that usually consists of representatives of the Parties who, collectively, can make recommendations or decisions related to the agreement, and does not report to any higher level organization within the agreement. This code is for the HIGHEST organizational body only.
- Note that, in many cases, the HOB may simply consist of a regular meeting of representatives of the Parties. Despite the fact that there may not be any "organization" or organizational structure more formal than that, this is still a HOB.
- Some agreements establish both a Conference of the Parties and regular meetings of the representatives of the Parties outside the context of the Conference of the Parties or other HOB. In such cases, the meetings of the Conference of the Parties should be coded as HOB. The regular meetings of the Parties outside the meetings of the HOB are still coded as HOB since they are regularized. Ad hoc, "special," or "extraordinary" meetings of the organization, even if called a Meeting of the Parties, should also be coded as HOB because they involve an organization, otherwise it would be coded as CONS (see note below).
- Some agreements establish an overarching organization for the entire agreement as well as a clearly described highest decision-making body. When there is a clear HOB and another description of an overarching organization, both can receive the HOB code. For example, the U.N. is an overarching framework, but the U.N. General Assembly is clearly the highest decision making body in the organization. If an agreement created something like the U.N. and the General Assembly, they both can get the HOB code.
- Some theoretical background: many international agreements take one of two forms (although there are others): "*regulatory* arrangements prescribe actions that regime members are expected to take or to refrain from in more or less well-defined situations."[3] *Procedural* regimes establish "procedures to allow Parties to make collective choices on a regular basis."[4] In the latter cases, a HOB is essential as the means by which the Parties make regular collective choices. In the former, a HOB may be used or created as a way of revising and revisiting the rules agreed to as things change. It may help to avoid the confusion with SUBS noted below, to distinguish whether the agreement you are coding is regulatory or procedural, and to distinguish whether certain parts of an agreement are regulatory and others are procedural. It is possible that a procedural agreement would have no substantive (SUBS) provisions since the agreement would simply establish a HOB that would create the rules. As examples, consider an agreement banning the production of chlorofluorocarbons (a regulatory arrangement which might not need to create any organizational body to make subsequent changes) to an agreement regulating a tuna fishery by establishing a commission to set tuna quotas every year (a procedural arrangement because, *even though it is regulating the fishery!*, it does so by establishing procedures for regular decision making about quotas instead of specifying the quotas in the agreement itself).

Clarifications:
- If the Parties are required to consult outside of one of the above institutional contexts, it should be coded as CONS, not as the HOB.
- Sometimes HOB can be confused with SUBS, SB, or SEC
- If the organization in question must report to some other body WITHIN the organization of this agreement, it should not be coded as HOB (see SEC or SB definitions).
- This code may be confused with SUBS because it includes provisions that give the HOB the authority to establish rules or regulations on particular topics. Thus, a provision stating "The Commission shall propose limits on the discharge of pollutants" would be coded as HOBF (HOB Function, see /F code definition) rather than SUBS, because this provision is NOT setting limits on the discharge of pollutants but is authorizing the HOB to do so. Notice that this provision does not tell you what the pollution limits are, only that the HOB will set them.
- If the HOB is assigned the function of establishing a specific Subsidiary Body (SB), the article should be coded HOBF (see /F code) and SBS (see /S code)

Example:

| Art.16 | Article 16: Commission | HOB |
| Art.16.1x | The High Contracting Parties agree to appoint within two months after the exchange of ratifications of this Convention, a Commission to be known as the International Fisheries Commission, consisting of | |

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[3] Young, Oran R. 1999. *Governance in world affairs*. Ithaca, NY: Cornell University Press, 28.
[4] Young, Oran R. 1999. *Governance in world affairs*. Ithaca, NY: Cornell University Press, 29.

	four members, two to be appointed by each Party. This Commission shall continue to exist so long as this Convention shall remain in force. Each Party shall pay the salaries and expenses of its own members, and joint expenses incurred by the Commission shall be paid by the two High Contracting Parties in equal moieties.	

SB: Subsidiary bodies

• Bodies that are engaged in the substance of the agreement but are neither SEC nor HOB codes.

• Examples often include Scientific Committees, Implementation or Compliance Committees, and other similar committees that operate under the HOB.

• Subsidiary bodies are distinguishable from other bodies because they must report to a higher body (usually the HOB) that is designated or formed in the same agreement.

• Many agreements create more than one subsidiary body, requiring that multiple articles be coded as SB. Even provisions that give a subsidiary body power to establish rules and regulations should be coded as SB.

• Agreements sometimes establish "programs" or "projects" that should be considered as SBs. It is important to pay attention to the function, not only the name.

Clarifications:

• This code is sometimes confused with NATB, SEC, or HOB.

• SBs are distinct from NATBs in that they are international, *not national*, bodies.

• SBs are distinct from secretariats (SEC), in that SECs are responsible for general administrative duties, related to an agreement. A SEC also may be, but generally is not, made responsible for scientific or compliance or other related duties, whereas a body that is given general administrative duties related to the treaty is always a SEC, not an SB.

• SBs are distinct from HOBs in that they report to some higher level organization.

• Review the definitions of HOB, SEC, and NATB for more information.

Example:

Art.17	Article 17	SB
Art.17.1x	To assist the International Joint Commission in the exercise of the powers and responsibilities assigned to it under this Agreement, there shall be two Boards:	
Art.17.1x.a	(a) A Great Lakes Water Quality Board which shall be the principal advisor to the Commission. The Board shall be composed of an equal number of members from the United States and Canada, including representatives from the Parties and each of the State and Provincial Governments; and	
Art.17.1x.b	(b) A Great Lakes Science Advisory Board which shall provide advice on research to the Commission and to the Water Quality Board. The Board shall further provide advice on scientific matters referred to it by the Commission, or by the Water Quality Board in consultation with the Commission. The Science Advisory Board shall consist of managers of Great Lakes research programs and recognized experts on Great Lakes water quality problems and related fields.	

Note: Here the International Joint Commission is a HOB and the Great Lakes Water Quality Board and the Great Lakes Science Advisory Board are two different SBs.

SEC - Secretariat Body

• Secretariats are the administrative staff for the agreement. Often secretariats are formed to help the Parties and the highest organizational body of an agreement prepare, implement, and manage the functioning of the agreement. Also secretariats are often used as a point of information exchange between Parties or to provide the public with information.

• May be referred to as a Secretariat, Secretary General, Bureau, or other names.

Clarifications:

• Make sure to distinguish administrative secretariats from more substantive subsidiary bodies, such as HOB, SB, or NATB. See the definitions for those codes for more details.

Example:

Art.23	Article 23	SEC
Art.23.1x	The Executive Secretary of the Economic Commission for Europe shall carry out, for the Executive Body, the following secretariat functions:	

NATB - National Bodies

- Provisions that require Parties to designate existing agencies or organizations, or create new agencies or organizations, within their own governments (usually within the executive branch) to be responsible for particular tasks related to the agreement or to serve as points of contact between each country's government and organizational bodies or other Parties of the agreement. Often these NATBs help in the agreement's implementation at the national level.
- NATB should be used either when the agreement itself designates a particular agency in each Party's government to be the point of contact or responsible agency for agreement-related matters OR when the agreement requires that each Party designate such an agency within its own government.
- These bodies can be referred to as National Coordinators, National Committees, Management Authorities, Advisory Committees, or similar names. Scientific or other bodies can sometimes be NATB as well, so long as they are a national organization or body. If they are an international body or organization they should be coded as a Subsidiary Body (SB).
- To better understand what NATBs are, consider the graphic illustration in which NATBs are located completely within the governments of Parties and completely outside the organizational bodies of the agreement.

Clarifications:
- Note that NATB is NOT used for sections of an international organization, as when an International Commission has national sections. NATB is for agencies of national governments that are distinct from the organizational bodies of the agreement. Again, note that NATBs are completely outside the organizational bodies of the agreement in the illustration.
- The implementation of most agreements requires the involvement of various government agencies and sometimes agreements specifically require that all government agencies be involved in implementing the agreement's provisions. A provision such as "all relevant agencies of the Parties shall take appropriate action to implement this agreement" would NOT be coded as NATB since it does not designate specific agencies but simply requires the Parties to ensure the agreement is implemented.

Example:

Art. 25	Article 25	NATB
Art.25.1x	To facilitate cooperation under this Agreement, each Government shall designate a National Coordinator. The National Coordinator for the Government of the United States will be the Department of State and the Coordinator for the Government of Mexico will be the secretariat of Programming and Budget.	

SCIR - Scientific and Technical Research and Development (paragraph level code)

- Provisions that identify ways that the agreement fosters scientific or technical research or development, or the use or exchange of scientific or technical information as part of the processes established in the agreement. The code is intended to capture any provisions that involve activities involving or related to scientific or technical efforts. This code casts a "wide net" and generally involves coding any science or technology related provision as SCIR, excluding it only if the provision
  - o a) is not explicit in being scientific or technical in nature or
  - o b) simply mentions a scientific organization without mentioning some activity of that organization.
- SCIR provisions are always coded at the paragraph level.
- SCIR should be used regardless of whether the provision identifies an action to be taken by an organizational body, the Parties, or a related organization (RELA). In such cases, make sure to also code for the organizational body's functions, if appropriate, based on the consistency rules and the provision text. Where a provision requires a Party to undertake a scientific or technical task, it should be SCIR only. Where a provision requires an organizational body to undertake a scientific or technical task, it should be SCIR and HOBF/SBF/SECF/NATBF.

- SCIR includes activities related to understanding the problem addressed by the agreement, the environmental or social impacts of the problem, or technical or political solutions to it, whether undertaken by member states or organizational bodies (HOB/SB/SEC/NATB) that are part of the agreement.

Clarifications:
- The following provides a list of examples of provisions that should be coded as SCIR. Note that this is not an exhaustive list. If something fits the definition above, it should be coded SCIR regardless of whether it is listed below.
    - o Provisions related to generating, doing, conducting, undertaking, using, assessing, reviewing, modeling, researching, evaluating results of, monitoring, collecting data, obtaining scientific knowledge/information/statistics, exchanging (which would also be coded as INFO), basing decisions or rules on, applying results of, science or knowledge about the natural world
    - o Provisions creating exceptions to substantive rules (SUBS) allowing certain activities to be undertaken for scientific purposes (e.g., allowing the killing of species protected by a treaty, if the killing is for scientific purposes). These should be coded as SCIR as well as SUBS.
    - o Provisions related to any actions that will facilitate or help scientific research efforts.
    - o Provisions linking substantive requirements or goals of the agreement to scientific or technical purposes or knowledge.
    - o Provisions developing technology or knowledge.
    - o Provisions related to exchanging scientific or technical personnel or information (if the exchange involves information and is international, it should also be coded as INFO).
    - o Provisions related to creating reports, compiling, or collating data or other scientific or technical information.
    - o Provisions related to promoting, encouraging, recommending, developing systems for, establishing programs or projects related to, cooperating in doing, providing assistance through, or any other activities related to scientific and technical activities.
    - o Provisions that clarify how, when, where, etc. related to any of the above activities.
    - o Provisions that mention scientific or technical activities, even in passing in a DESC provision or in a preamble, should still be coded as SCIR.
- Note that SCIR codes are a particular type of SUBS or organizational provision.
- Data collected exclusively to assess compliance with, or the effectiveness of, the agreement that does NOT involve scientific or technical information should be coded as IMPL, not SCIR.
- This code is sometimes confused with INFO or SUBS
- Please see the Consistency Rules for more information about how SCIR relates to SUBS and organizational body codes.
- Please see the Consistency Rules for more information about how SCIR relates to INFO codes and possible actor codes.

Example:

Art.3.2x	The Contracting Parties, as appropriate to their needs, shall initiate and co-operate in the conduct of research into and/or development of:	SCIR
Art.3.2x.a	(a) existing and proposed technologies for reducing emissions of sulphur compounds and other major air pollutants, including technical and economic feasibility, and environmental consequences;	
Art.3.2x.b	(b) instrumentation and other techniques for monitoring and measuring emission rates and ambient concentrations of air pollutants;	

AMND - Amendment of the agreement
- Provisions related to revision of the terms of the entire agreement or parts of the agreement over time, including adoption and/or modification of amendments, protocols, annexes, etc.
- The provision must relate to processes that would actually lead to changes in, additions to, or deletions from the legal text of the agreement. If the text of the official agreement (including annexes, protocols, etc.) would be different after the adoption and acceptance of the rule, recommendation, regulation, etc., then it should be coded AMND.

- If the provision discusses recommendations or suggestions that will not actually lead to changes in the text, it should NOT get an AMND code. (See /F codes for more information).

Clarifications:
- Provisions for recommendations, annual regulations, or other changes in how the agreement regulates but that do not involve changes to the text of the agreement are NOT coded as AMND.
- Provisions involving the deposit or exchange of amendment documents should be coded as DEPO only.
- Many agreements provide for the adoption and acceptance by national governments of rules, regulations, recommendations, etc. These should NOT be coded as AMND unless they would actually lead to a modification of the articles, protocols, annexes, or other elements of the treaty itself.
- This code is sometimes confused with EIF, HOB, SEC, SB, NATB, or INFO
- Note that amendment provisions often identify the role of the HOB, SEC, or some SB in amendment procedures. If the provision identifies the role of a Party, coders should not place a code for the "actor." If the amendment provision identifies the role of an organizational body, the appropriate organizational body should also be coded. See section 6 on consistency rules.
- Ensure that you also code amendment articles as EIF if the provisions address when amendments will enter into force.
- These provisions often involve information exchanges but, when they do, such exchanges are assumed to be captured by this code and so they should NOT also be coded for INFO. See the Consistency Rules for more information.
- AMND sometimes might involve consultations, but as long as the consultation is part of the amending process, CONS should not be used. See the Consistency Rules for more information.
- Note that AMND can be considered a more specific type of other codes. See the Consistency Rules for more information.

Example:

Art.7	Article 7	AMND
Art.7.1x	The Parties may agree on any modification of or addition to this Agreement.	
Art.7.2x	When so agreed, and approved in accordance with the applicable legal procedures of each Party, a modification or addition shall constitute an integral part of this Agreement.	

FINAD - Financing of Administrative Activities
- Provisions involving financing, contribution, budgeting, and expenditure rules related to the *administrative* operations of the organizations or processes associated with an agreement, including the Conference of the Parties, Secretariat, or other subsidiary bodies. This includes provisions that directly address these issues or that require the Parties to develop provisions to address them.
- Any mention of finances or budgets that are not for programmatic elements (see FINPR) are generally coded as FINAD.
- FINAD is used to code international (and often joint) financial provisions only. Financial provisions that involve Parties funding administrative activities in their own country, such as funding of a national body, should NOT be coded as FINAD.

Clarifications:
- These provisions often involve information exchanges but, when they do, such exchanges are assumed to be captured by this code and so they should NOT also be coded for INFO. See the Consistency Rules for more information.
- FINAD sometimes might involve consultations, but as long as the consultation is part of the amending process, FINAD should not be used. See the Consistency Rules for more information.
- When FINAD provisions involve an organizational body, the organizational body should be coded, but SUBS should not be coded when FINAD involves the party. See the Consistency Rules for more information.
Example:

Art.5	Article 5	FINAD
Art.5.1x	Joint expenses incurred by the Commission shall be paid by contributions made by the Contracting Parties. The form and proportion of the contributions shall be those approved by the contracting Parties after the Commission has made a recommendation.	

FINPR - Financing of Programmatic Elements
- Provisions involving financial aid, financial assistance, contributions, or funding of projects, programs, and activities that are NOT simply administrative support of the agreement-related organizations but are part of the means by which the actors will establish and fund non-administrative activities intended to address the problem the agreement is seeking to solve. FINPR provisions must involve member states providing funds for *international* activities, i.e., activities that will occur outside of the funding state's borders.
- Programs and projects might include plans to build dams or protect rainforests, training programs, or similar projects undertaken in countries other than the ones providing the funding.
- FINPR is used to code international (and often joint) financial provisions only. Financial provisions that involve Parties funding activities in their own country will usually be coded as IMPL or SUBS but not FINPR. For example, provisions requiring Parties to fund implementation or enforcement efforts *in their own country* would NOT be coded as FINPR but instead as IMPL.

Clarifications:
- FINPR provisions are provisions which, if they did not involve financing of some sort, would be coded as IMPL. For example, a provision that established a Financial Mechanism to cover the costs of establishing biodiversity preserves or to cover the "incremental costs" of compliance with the treaty by developing countries would be coded as FINPR.
- Provisions coded as FINPR will often require that the parties to the agreement give money for projects. This is not coded as SUBS because it is captured by FINPR. If organizational bodies are involved, however, the organizational body should be coded. Please see the Consistency Rules for more information
- These provisions often involve information exchanges but, when they do, such exchanges are assumed to be captured by this code and so they should NOT also be coded for INFO. Please see the Consistency Rules for more information

- FINPR sometimes might involve consultations, but as long as the consultation is part of the amending process, FINPR should not be used. Please see the Consistency Rules for more information

Example:

Art.19	Article 19	FINPR
Art.19.1x	In accordance with the provisions of this Article the financing of EMEP [an emissions monitoring program] shall consist of mandatory contributions, supplemented by voluntary contributions. Contributions may be made in convertible currency, non-convertible currency, or in kind.	
Art.19.2x	Mandatory contributions shall be made on an annual basis by all Contracting Parties to the present Protocol which are within the geographical scope of EMEP.	

SOVR - Sovereignty Provision (paragraph level code)

- Provisions that protect the sovereignty of countries that are Parties to the agreement OR indigenous people within those countries. SOVR provisions can a) clarify areas the agreement may NOT regulate (including by referencing how conflicts with other agreements will be resolved), b) delineate constraints on what the agreement can require of Parties, or c) clarify what rights member states, indigenous groups, other international organizations and agreements, or other actors retain if there appears to be a conflict with powers claimed by the agreement.
- SOVR provisions are always coded at the paragraph level.
- SOVR provisions relate to the rights of states or substate actors that are protected from the powers claimed by the agreement, thus including provisions protecting the rights of indigenous or native peoples.
- Often, words like "indigenous," "traditional," and "subsistence" provide clues that a provision can be coded as SOVR based on protecting the sovereign rights of indigenous people rather than protecting the sovereignty of the countries that are members of the agreement.
- SOVR should be used for provisions in which the Parties clarify to other Parties that the agreement or the organizations established by the agreement will not be accepted as having rights or jurisdiction over certain behaviors or issues, either generally or even over areas regulated by the agreement under certain circumstances.

Clarifications:
- This code is sometimes confused with RELA, RESV, or SCOP.
- Many times SOVR limits the scope of the agreement, however, the provision should only be coded as SOVR, not as SCOP also.
- Provisions that seek to prevent conflict between the agreement and provisions in other specified agreements should be coded as SOVR as well as RELA.
- Note that provisions that state how one agreement replaces another agreement should not be coded as SOVR.
- Provisions that delineate how a Party can opt out of a particular provision or the treaty as a whole should be codes as RESV rather than SOVR. These provisions are different from those that clarify what areas the agreement may not regulate. See section on RESV.

Examples:

Art.20	Article 20	
Art.20.1x	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.	SOVR

Note: This paragraph is strictly SOVR (not even SOVR plus SUBS) since it clarifies that member governments have the final word on determining access to genetic resources and it does not require or even encourage member governments to do anything.

Art.37	Article 37: Enforcement Principle	
Art.37.1x	Nothing in this Agreement shall be construed to empower a Party's authorities to undertake environmental law enforcement activities in the territory of the other Party.	SOVR

Note: Here is an example of a SOVR provision that may also seems like SUBS or IMPL. However, it is only SOVR because it only addresses what the treaty does not allow the member states to do on other members' territory.

<u>**CONS - Consultation**</u>
• Ad hoc or non-regular meetings of the Parties that do not entail an organizational body. Some agreements have provisions for ad hoc or "as needed" consultations or meetings of the Parties that do not involve either meeting within the context of an organization that is part of the agreement or the regularized meetings of the Parties often used for making decisions. If a meeting both a) does not involve an organization related to the agreement and b) is not a regular meeting, code it as CONS.

• Many agreements have provisions that require the Parties to consult with each other. When such consultation is intended to involve joint or cooperative decision-making among the Parties related to developing or clarifying the content of the treaty, but is not part of a regular set of meetings or organizational process, it should be coded as CONS.

Clarifications:

• If a meeting or consultation involves regular (e.g., annual) meetings of the Parties to make decisions or involves an organization that is part of the agreement, it should be coded according to HOB, SB, SEC, or NATB rules.

• CONS is different from HOB, SB, SEC, and NATB because for CONS, the Parties meet outside of the context of a formalized organization or regularized interaction for decision-making. Provisions often provide that meetings shall be held "as necessary" or "when appropriate" or in response to specific problems that arise. But, if those meetings are within the standard organizational context, use the HOB, SB, SEC, or NATB rules.

• Discussions or consultations among Parties to an agreement can receive three types of codes. If the discussions or consultations involve regular meetings to make decisions or are part of the organizational structure, they should be coded using the HOB/SB/SEC/NATB codes. Discussions or consultations that are part of other coded procedures (such as AMND, REVW, DISP and similar codes) do not receive a code for the discussions or consultations since they are part of that larger, coded, process. Remaining cases of consultation, assuming they meet the definition given above, are coded as CONS. Please see the Consistency Rules for more information

• Note that a provisions should only be coded as CONS if joint decisions are being made. Exchanges of information (see INFO), cooperative scientific research (see SCIR), or provisions requiring that Parties keep others informed of their actions, should NOT be coded as CONS, even if they are referenced as "consult with" or "hold consultations with."

• This code is sometimes confused with HOB, SB, SEC, NATB, or INFO

• Consultations that are part of amendment, review, dispute settlement, and other procedures are assumed to be captured by the corresponding codes (AMND, REVW, DISP, etc.) and should not be coded as CONS. See the Consistency Rules for more information.

• The simple use of phrases like "shall consult with" does not necessarily qualify a provision for coding as CONS.

• CONS provisions often involve information exchanges but, when they do, such exchanges are assumed to be captured by this code and so they should NOT also be coded for INFO. See the Consistency Rules for more information.

Example:

Art.10	Article 10	CONS
Art.10.name	Consultation and Review	
Art.10.1	1. Following the receipt of each report submitted to the Parties by the International Joint Commission in accordance with paragraph 3 of Article VII, the Parties shall consult on the recommendations contained in such report and shall consider such action as may be appropriate	

Note: This example might be confused with an organizational body, but this is just CONS

<u>**INFO - Information exchange (paragraph level code)**</u>
INFO is intended to capture two distinct types of provisions, both of which involve *flows* of information:
  • International Exchanges of Information: Provisions involving the *international exchange* of information, so long as the exchange is not part of some other code (see Consistency Rules). The code is intended to capture exchanges of information where Parties provide information to other Parties or to organizational (or external) bodies or where organizational bodies provide information to Parties or to other organizational (or external) bodies . The provision must involve an *exchange* of information that is *international* in nature.

Provisions establishing frameworks for such information exchanges or clarifying the terms of such exchanges should also be coded as INFO.

- Dissemination of information, education, and training: Provisions involving the dissemination, publication, or other similar efforts to make information, reports, publications, or the like available to the public or some subset of the public rather than other Parties or organizational bodies. This type of INFO provision also is intended to include programs related to education as well as training programs. Although training should be coded as INFO, the exchange of personnel should NOT be coded as INFO. The dissemination of information does not need to be international. In fact, many times this type of INFO provision is between a party and its own public or domestic constituents.
- Be sure to also code for the organizational body that sends the information using the following rules:
    - Information transfer from an organizational body to any other organization or to a Party should be coded based on the sending organizational body and INFO.
    - Information from states should only be coded as INFO, not also as SUBS.
    - Information from an external body should be coded as INFO and RELA.
    - Information from the public should be coded only as INFO.
- INFO provisions are always coded at the paragraph level.

Types of provisions that should NOT be coded as INFO.
- There are many information-related provisions that coders also must carefully AVOID coding as INFO. INFO coding requires understanding both what INFO is and also what it is NOT.
    - Provisions that involve notifications, requests for meetings, informing bodies of the designation of a NATB or other agent, deposits of instruments, and other similar communications should NOT be coded as INFO.
    - Provisions dealing with the processing of information, creating of reports, collecting of information within a country (i.e., that is not international), also should NOT be coded as INFO. Essentially, until the information is *exchanged internationally* it does not become a provision that should be coded as INFO.
- INFO is NOT used when the provision designates an international information exchange as part of that process for the following codes: AMND, CONS, DEPO, DISP, EIF, FINAD, FINPR, MEMB, RESV, and REVW. All these processes often require an information exchange as part of the larger process but should NOT also be coded as INFO.
- INFO is not used for information exchanges that are not international.
- Notifications/transmittals/registrations/etc. from Parties to the Depositary or from the Depositary to Parties, as well as communication of original texts or other documents by the Depositary to Parties or other actors should NOT be coded as INFO.
- With respect to original agreements, amendments, protocols, recommendations, requirements, proposals or similar documents:
    - the communication of proposals for such documents, e.g., proposals of amendments, or responses to such proposals;
    - the transmittal or deposit of those documents from the parties or organizational bodies;
    - the communication of those documents to the parties or organizational bodies;
    - the transmittal or deposit of documents from the Parties of actions taken on those documents, e.g., Parties notifying the Depositary or other parties of signatures/ratifications/accessions/ reservations/terminations/etc
    - These should be captured by AMND, RESV, /F or other similar codes.
- Requests for meetings or for dispute resolution efforts. These should be captured by /S or /F or CONS or DISP codes as part of the coding of the meeting itself.
- Provisions requiring the preparation of reports. Only if such provisions require the exchange or dissemination of those reports should it be coded as INFO. These should be captured by SUBS or /F codes.
- Collation, consolidation, and other processing of information. These should be captured either by a SUBS code if done by a Party or a /F code if done by an organizational body.
- Consideration or review of reports that have been provided. These should be captured either by a SUBS code if done by a Party or a /F code if done by an organizational body, or by a REVW or IMPL code. If there is a provision involving the *international exchange* of those reports that are being considered or

reviewed, that provision should be coded as INFO, but the consideration or review itself should NOT receive its own coding as INFO.
- Provisions that involve the *use* of information by certain actors, but not its exchange among actors, should not be coded as INFO. This should be captured by SUBS or /F codes.
- Thus, provision of information by individuals or corporations within a country to their own government should NOT be coded as INFO.
- Investigations and any other efforts that involve the collection of information by Parties regarding the activities of their own nationals. These should be captured by SUBS or IMPL codes. If the investigation involves a Party or organizational body providing information to another Party or organizational body, that would receive an INFO code, since it then involves and *international exchange*.
- Provisions involving technical assistance. These should be captured as SCIR, SUBS, or IMPL.

Example:

Art.9	ARTICLE IX	HOBF
Art.9.name	Submission and Exchange of Information	
Art.9.1	1. The International Joint Commission shall be given at its request any data or other information relating to water quality in the Great Lakes System in accordance with procedures established by the Commission.	Not INFO because it does not fit the definition above.
Art.9.2	2. The Commission shall make available to the Parties and to the State and Provincial Governments upon request all data or other information furnished to it in accordance with this Article.	INFO
Art.9.3	3. Each Party shall make available to the other at its request any data or other information in its control relating to water quality in the Great Lakes System.	INFO

Note: In this example, the International Joint Commission is the Highest Organizational Body of the Great Lakes Water Quality Agreement (from which this example is drawn) and so is coded as HOB, not RELA.

Organizational body /S and /F codes
S and F codes are used to modify HOB, SB, SEC, or NATB codes. These codes are added to the organizational body codes as the single letter without the slash. For example, codes should appear as NATBS or SECF.
- When an agreement creates a HOB, SB, SEC, or NATB under an agreement, there is a need to designate both what body was created and also who created it. There are three possible options:
    o If the Parties to the agreement are tasked with creating the organizational body, the provision will be coded as /S for the body being created but not also as SUBS. Thus, if the Parties are to create a HOB, it would be coded as only HOBS. Likewise, if the Parties are required to create National Points of Contact [NATBs]), that provision would be coded as only NATBS.
    o If one organizational body under the agreement is tasked with creating another organizational body, the provision will be coded as /S for the body created and /F for the body creating it. Thus, a provision requiring the Conference of the Parties (a HOB) to establish a scientific working group (an SB) would be coded as HOBF and SBS, since it is a function of the HOB to establish the structure of the SB.
    o If an external entity (see RELA) is the one creating the organizational body, the provision will be coded as /S for the body created and RELA for the external entity creating it. Thus, if the United Nations were tasked to establish a Secretariat, it would be coded as SECS and RELA.
- When an agreement does not specifically create an organization but grants an organization (often the HOB) the right or authority to create subsidiary organizations (like the SB, SEC, or NATB) at some later point in time, these are still coded as /S for the organization being created and /F for the organization doing the creating. Although no organizational body is actually created, the provision is the legal foundation for subsequent creation of such a body.

/S - Structure of the Organizational Body
- Provisions that create or establish the organization, are usually (but not always) the first article related to the organization. Agreements that assign tasks to organizations that were established in another part of the agreement have F but not S elements.

- Provisions that delineate procedural rules such as membership in the organizational body, the frequency of meetings, voting rules, etc.
- Provisions that specify observer status to meetings of the parties or other organization bodies.
- Provisions that delineate the legal personality of an organizational body should be coded as /S for that body.

Clarifications:
- Be careful not to confuse membership in the organizational body (HOB, SB, SEC, or NATB) with membership in the agreement. Please review the MEMB code for more information about agreement membership.
- Provisions discussing the differential voting rights of a regional economic integration organization (REIO) and the members of that organization should be coded as the /S code for the organization within which the votes will take place. Some provisions, for example, state that the REIO will get one vote for each of the member states of that organization in the HOB, unless the member states choose to vote by themsevles. This type of provision should be coded as HOB (or the other appropriate body within which the votes take place) and the /S code. See MEMB for other information about regional economic integration organizations).

Examples:

Art.5	Article V	NATBS
Art.5.1	1. Each Contracting Government may set up an Advisory Committee composed of persons, including fishermen, vessel owners and others, well informed concerning the problems of the fisheries of the Northwest Atlantic Ocean. With the assent of the Contracting Government concerned, a representative or representatives of an Advisory Committee may attend as observers all non-executive meetings of the Commission or of any Panel in which their Government participates.	

Note: In this example, each party to the agreement must set up a national body that will help advise that government in dealing with issues related to the agreement.

Art.10	Article 10	HOBS HOBF SBS
Art.10.1	1. The World Heritage Committee shall adopt its Rules of Procedure.	
Art.10.2	2. The Committee may at any time invite public or private organizations or individuals to participate in its meetings for consultation on particular problems.	
Art.10.3	3. The Committee may create such consultative bodies as it deems necessary for the performance of its functions.	

Note: In this example, that Art.10.1 and Art.10.2 describe how the World Heritage Committee (the agreement's HOB) will be structured and operated. Note that Art. 10.3 is coded as HOBF and SBS since the Committee is provided the authority to create such bodies as it sees fit.

Art.14	Article 14	SECS
Art.14.1	1. The World Heritage Committee shall be assisted by a Secretariat appointed by the Director-General of the United Nations Educational, Scientific and Cultural Organization.	RELA

Note: In this example, the World Heritage Committee (the agreement's HOB) is mentioned only in passing. The real point of this article is that it provides that the Director-General of UNESCO (an external body, hence the RELA coding) will appoint a Secretariat to assist the World Heritage Committee.

/F - Functions of the Organizational Body
- Provisions delineating an organizational body's mandate and authority, and the functions the organization is to perform.
- Provisions that allow the organizational body to establish rules and regulations, so long as those are not rules or regulations about the functioning of the organizational body itself, which would fall under structure.
- If one organizational body under the agreement is tasked with creating another organizational body, the provision will be coded as /S for the body created and /F for the body creating it. Thus, a provision requiring the Conference of the Parties (a HOB) to establish a scientific working group (an SB) would be coded as HOBF and SBS, since it is a function of the HOB to establish the structure of the SB.

Clarifications:

• Apply these codes only when functions are explicitly delineated, not when these functions are only implied. Thus, a provision that requires Parties to submit reports to a HOB implies that the HOB receives them and, presumably, does something with them. However, such a provision would be coded as INFO but NOT as HOBF unless the actions the HOB was to take with respect to these reports were specifically identified.

• When a provision states that the HOB or other organizational body can create recommendations or proposals for the parties, but these are not changing the text of the agreement, then the text gets coded as HOBF and not AMND or EIF (See AMND and EIF). These provisions could still get coded as RESV if there is some way for parties to opt out of the HOB's recommendation (See RESV).

• The code is often confused with SUBS, IMPL, INFO, or DEPO.

• Functions performed by organizational bodies, especially by the HOB, often are quite similar to SUBS provisions. A provision that appears substantive but is undertaken by an organizational body should be labeled as HOBF, SECF, NATBF, or SBF, not as SUBS.

• Functions performed by organizational bodies to promote implementation often are quite similar to IMPL provisions. A provision that appears to involve implementation but is undertaken by an organizational body should be labeled as HOBF, SECF, NATBF, or SBF, not as IMPL.

• A provision that one organizational body should undertake a specified task should always be coded as /F. Often, however, one organizational body is given a task but is to do so in consultation, with assistance, or otherwise working with some other organizational body but where one of the organizational bodies is clearly responsible for the task. In such cases, the organization tasked with the function should be coded as /F and the other organization should not (see the point under Clarifications of the Organizational Body section above). For example, if an article provides that "the Conference of the Parties shall convene annual meetings in consultation with the Secretariat," then this would be coded as HOBF but not as SECF. If, however, the article provided that "the Conference of the Parties and the Secretariat shall jointly convene annual meetings," then this would be coded as both HOBF and SECF since the responsibility falls on both organizational bodies.

• A provision that an organizational body prepare a report should receive a /F code and should only receive an INFO code as well if the organizational body is explicitly required to provide the report to other actors.

• Note that if these organizations simply receive information, the provision is simply coded as INFO not as one of these F codes (see INFO).

• Most agreements identify a depositary (see DEPO) to receive official documents related to the agreement. Note that this is a function assigned to an organization but is coded simply as depositary (DEPO) and does not receive any of the organizational body codes here.

Example:

Art.4	ARTICLE IV	HOBF
Art.4.1x	The Commission shall have the following duties:	
Art.4.1x.a	(a) to formulate a research program or programs designed to determine the need for measures to make possible the maximum sustained productivity of any stock of fish in the Convention Area and to determine what measures are best adapted for such purpose;	SCIR
Art.4.1x.b	(b) to coordinate research made pursuant to such programs and, if necessary, to undertake such research itself; and	SCIR
Art.4.1x.c	(c) to recommend appropriate measures to the Contracting Parties on the basis of the findings of such research programs.	

DISP - Dispute Settlement

• Provisions addressing the resolution of disputes regarding interpretation of the agreement or categorization of behavior relative to the requirements of the agreement. Provisions that address procedures for determining if a state is in violation of an agreement, including both interpreting the language of the agreement or interpreting the behavior of the state in question as it relates to the language of the agreement, should be coded as DISP. Provisions involving any judicial-type process designed to achieve the same goals as a court domestically, namely, providing a process by which specific provisions of an agreement can be clarified and interpreted.

• Provisions that should be coded as DISP may use a variety of terms or phrases for the process of resolving disputes that arise under the agreement, including dispute settlement, "to settle disputes that may arise,"

"interpretation or application" of the agreement, arbitration, mediation, "meetings to address conflicts that may arise among the Parties," or any similar phrasing related to overcoming conflicts related to the agreement.

Clarifications :
• This code is sometimes confused with HOB, SEC, SB, NATB, INFO
• Dispute settlement is often delineated as a function separate from the agreement's organizational bodies. When dispute settlement is delineated as part of a more general description of the functions or structure of a committee, secretariat, or subsidiary body, the article should be coded as DISP and as the relevant organizational body code. See the Consistency Rules for more information.
• When a provision establishes a subsidiary body exclusively for dispute settlement, that provision should be coded as DISP and also coded as SBS/SBF, since it creates (/S) and assigns functions to (/F) a subsidiary body as well as covering dispute settlement. If a subsidiary body has many functions and dispute settlement is only one of them, then articles describing the structure or functions of that body should be SBS or SBF except in those provisions that explicitly describe dispute settlement functions.
• These provisions often involve information exchanges but, when they do, such exchanges are assumed to be captured by this code and so they should NOT also be coded for INFO. See the Consistency Rules for more information.
• Dispute settlements may involve consultations outside regular meetings. As long as these meetings are part of the dispute procedure, they should not get a CONS code. See the Consistency Rules for more information.
Example:

Art.27	Article 27	DISP
Art.27.1x	In the event of any disagreement with regard to the interpretation or application of the provisions of this Agreement, the Contracting Parties shall consult with a view to resolving the disagreement through negotiation. At the request of either Contracting Party, the Commission shall examine any point of disagreement. The recommendations of the Commission in such matters shall be presented to the Contracting Parties.	

REVW - Review of Agreement Terms
• Provisions under which the Parties, as a collective group, or an agreement's organizational bodies (HOB, SB, SEC, NATBs) evaluate how well the whole agreement, or parts of the agreement, are working.
• Provisions identifying processes by which the Parties, as a collective group, or some organizational body will determine whether to extend, continue, change, revise, or terminate an agreement based on performance so far.

Clarifications:
• This code is sometimes confused with AMND or INFO.
• These are different from amendment provisions, although REVW provisions often will be coded as AMND also, if they fit the definition for AMND. AMND provisions often provide mechanisms by which individual Parties to the agreement can propose revisions to an agreement. Review provisions are those in which a collective effort is made to assess the agreement's performance, and perhaps in light of that assessment, make revisions that will require amendment of the agreement's terms.
• These provisions often involve information exchanges but, when they do, such exchanges are assumed to be captured by this code and so they should NOT also be coded for INFO. See the Consistency Rules for more information.
• REVW sometimes might involve consultations, but as long as the consultation is part of the amending process, CONS should not be used. See the Consistency Rules for more information.
• REVW may be done by parties or organizational bodies to the agreement. When parties are involved, SUBS should not be coded; however, when the organizational bodies are involved, it should be coded for the appropriate organizational body. See the Consistency Rules for more information.
Example:

Art.17	Article17	REVW
Art.17.1x	The Contracting Parties shall jointly review in the eighth year of the operation of this Convention the activities of the Commission in relation to the objectives of the Convention in order to determine the desirability of continuing, modifying or terminating this Convention.	

Stage 4 Codes

SUBS - Substantive Clause

- Provisions containing the primary commitments that Parties make in an agreement. SUBS are often described in terms of helping achieve the agreement's goals, e.g., "In pursuit of the objectives laid out in Article 2, the Parties agree to…"
- Provisions that delineate what actors can/cannot/may/must/are encouraged/are discouraged/etc. from doing and which, if Parties fulfill these commitments, will help achieve the goals of the treaty.
- Provisions that address how Parties can get non-Parties to join an agreement or behave in ways consistent with an agreement should be coded as SUBS not IMPL. Since countries that are not Parties to an agreement cannot have obligations under that agreement, efforts by Parties directed at altering the behavior of those non-Party countries should be seen as SUBS requirements on the Parties but are not efforts to induce implementation of the agreement.
- Exceptions to a provision, i.e., provisions that exclude certain behaviors from a regulation, are often part of SUBS provisions since they help define what is prohibited by defining what is allowed. Exceptions are coded as SUBS because they are ways of clarifying a broader rule (defining certain actions as not covered).
- Provisions in some agreements encourage or require Parties to negotiate additional but SEPARATE future agreements [not protocols or amendments but new and separate agreements on additional topics]. In some cases, those provisions can go into some detail about what the goals, substantive provisions, information provisions, scientific provisions, dispute settlement provisions, etc. of those additional agreements should be. Such provisions that clarify what additional future agreements should contain should be coded only as SUBS, without assigning the additional codes that would be used IF the provisions were addressing the current agreement being coded rather than clarifying the rules for creating additional future agreements. These provisions clarify and further develop the main substantive provision that Parties negotiate additional agreements and are not requirements of the Parties in the *current* agreement.
  - o For Example

Art.4	Article IV	SUBS
Art.4.4	4. Parties are encouraged to take action with a view to concluding agreements for any population or any geographically separate part of the population of any species listed in Appendix A.	ATTACH
Art.5	Article V	SUBS
Art.5.1	1. The object of each Agreement shall be to restore the migratory species concerned to a favourable conservation status or to maintain it in such a status.	(Not GOAL of the agreement being coded)
Art.5.2	2. Each Agreement should:	
Art.5.2.a	a) provide for each Party to designate its national authority concerned with the implementation of the Agreement.	(Not NATB of the agreement being coded)

Clarifications:

- If an article provides only that countries should or must conduct scientific research, then this should be coded as SCIR, not SUBS. If the provision addresses scientific research among a range of other substantive provisions, then the provision will be coded as SUBS and SCIR (with SCIR being coded at the paragraph level).
- Any article for which all paragraphs are coded using paragraph level codes (INFO, SCIR, SOVR, RELA, ATTACH) should not be coded as SUBS. It is understood within the paragraph level codes that the Parties are required to take some action, but that does not require the SUBS code when the provisions in all paragraphs can be captured with paragraph level codes.
- Provisions often delegate responsibility for creating rules and regulations to the Conference of Parties or other decision making body. This should be coded as HOB and not SUBS (see HOB). In some cases, something will be coded as SUBS and also as HOBF/NATBF/SBF/SECF to clarify that a provision has SUBS components but also establishes some function that a HOB/NATB/SB/SEC must perform. Use SUBS when the provision says "member states should/must/are encouraged or discouraged from doing X." Use HOBF/SBF/SECF/NATBF, when the

agreement establishes an organization and the provision being coded gives that organization responsibility for establishing rules regarding what member states should/must/are encouraged or discouraged from doing. In short, when provisions address what Parties must do *in their role as members of an organizational body*, the provision should be coded as HOB/NATB/SB/SEC and NOT coded as SUBS.

• SUBS is sometimes confused with /F, IMPL, GOAL, DESC, SCIR, or SOVR codes.

• Some agreements attempt to foster international cooperation by creating a structure that facilitates negotiation by the Parties of additional agreements. Sometimes these are protocols to the current agreement but they can also involve efforts to promote negotiation of new agreements on specific topics that are related to the general topic of the current agreement. Thus, an agreement on wildlife protection in general might want to foster negotiation of agreements protecting particular species of wildlife. Provisions requiring or encouraging Parties to negotiate such agreements should be coded as SUBS (see Art. 5 in the 1979 Agreement On Migratory Animals).

• Provisions that require countries to pass national legislation often use the term "pass implementing legislation," "implement the terms of this agreement," or similar language. The basis for coding the provision as either SUBS or IMPL should involve determining whether the provision fits the definition of SUBS or IMPL, and should NOT be based on simply that the provision uses the word "implement," or some variant of it.

• Provisions that provide exceptions or exclude certain behaviors from a more general rule should still be coded as SUBS. They differ from reservation (RESV) provisions which are ways in which Parties to an agreement can decide that a provision or the entire agreement does not apply to them (see RESV). Thus, SUBS is used for exceptions that reflect agreement among the Parties that certain behaviors are exempt; RESV is used for provisions by which a particular Party can exempt itself from a rule that applies to all other Parties.

• As noted above, if a substantive provision makes certain requirements but limits their application as part of defining those requirements, it should only be coded as SUBS; if the limitations are defined in a separate provision, they should be coded as SCOP.

• Substantive rules may describe the problem and set out the goals to be achieved by these rules before identifying rules and procedures to do so, and in such cases, the provision would be coded as GOAL and DESC as well as SUBS, but only if the GOAL and DESC elements are clearly present.

• When a provision describes the objectives of the agreement in terms of behavior of the states, it should not be coded as GOAL, but should be as SUBS because it is behavioral.

• An example of SUBS that might appear to be SOVR but is not would be a provision that imposes a substantive requirement but allows a country to fulfill that requirement in accordance with its national laws. Consider an article that provides "The taking of endangered migratory birds shall be prohibited. Exceptions to the prohibition of taking may be permitted in accordance with the laws and regulations of the respective Contracting Parties." In this example, the "exceptions to the prohibition of taking" does NOT provide a way for countries to ignore the requirements of the agreement. If it did provide such an exception, it would be a SOVR and RESV provision. But instead, it is a SUBS provision since the clause allows a government to ban the taking of endangered migratory birds but allows it to provide exceptions so that, despite the ban, some of its citizens can take those birds anyway, e.g., this would allow a government to ban the taking of dodo birds but allow governments to do so in cases of national emergencies.

• To clarify the relationship among substantive rules, exceptions to those rules, reservations to those rules, and the sovereign rights of states, consider the following:

  o A substantive provision (coded SUBS) establishes a rule or requirement.
  o An exception to such a rule or requirement (also coded SUBS) clarifies the rule by explicitly identifying instances in which the rule or requirement does not apply.
  o A sovereignty provision (coded SOVR) explicitly reiterates the fact (which is generally true under international law in any event) that each member state's sovereign rights inherently limit and bound the application of that rule.
  o A reservation provision (coded RESV) identifies conditions under which -- and mechanisms and processes by which -- a Party can essentially "opt out" of a provision of the treaty that would be presumed to apply to all Parties.

• ALSO See "Distinguishing SUBS vs. IMPL" below.

Example

Art.28	Article28	SUBS
Art.28.1x	The nationals and inhabitants and the fishing vessels and boats of the Dominion of Canada and of the United States, respectively, are hereby prohibited from fishing for halibut (Hippoglossus) both in the	

	territorial waters and in the high seas off the western coast of the Dominion of Canada and of the United States, including Bering Sea, from the 16th day of November next after the date of the exchange of ratifications of this Convention, to the 15th day of the following February, both days inclusive, and within the same period yearly thereafter,	

Art.30	Article 30	SUBS
Art.30.1x	The Contracting Parties shall undertake all efforts necessary to conserve polar bear habitats, with particular attention to denning areas and areas of concentration of polar bears during feeding and migration. To this end, they shall take steps necessary to prevent loss or degradation of such habitats that results in, or is likely to result in, mortality to polar bears or reduced productivity or long-term decline in the Alaska-Chukotka polar bear population.	

IMPL - Implementation Clause

- Provisions to undertake actions intended to ensure that SUBS are followed. Provisions identifying ways by which Parties supportive of the agreement can induce other countries or their own citizens to fulfill the terms of the agreement.

- Conceptually, a SUBS provision calls for some action X to be taken (or refrained from), an IMPL provision calls for other actions to be taken to help increase the likelihood that action X will actually be taken (or refrained from).

- Provisions are coded as implementation if they are "secondary" provisions that lend support to "primary" substantive (SUBS) provisions. Provisions should be coded as IMPL if they involve actions that the Parties are required, requested, or encouraged to take so that, if taken, they will increase the likelihood that Parties and/or their citizens carry out the provisions delineated in SUBS articles. This includes monitoring, reporting, enforcement, providing incentives, etc. Note that it is for provisions addressing actions by governments, international actors, or private actors.

- Note that provisions may assign certain tasks that are implementation in the sense just described to the HOB, an SB, the SEC, or a NATB. When those tasks are assigned to these organizational bodies, they should be coded ONLY as the organizational code with /F for function and should NOT also receive the IMPL code. The IMPL code is for implementation by the Parties to the agreement. The organizational body plus /F code is used for similar tasks when they are performed by organizational bodies rather than by the Parties.

- IMPL provisions are "secondary" in the sense that they cannot be understood by themselves. A provision should be coded as SUBS if it can stand on its own without reference to other provisions. It should be coded as IMPL if it corresponds to the definitions laid out here and directly references other provisions. The provision must make reference to a specific SUBS provision that it is designed to implement or that it clearly is designed to implement the agreement as a whole. The SUBS provision to which the IMPL provision is secondary should be coded as well. Note that IMPL provisions (although secondary) may come earlier (or far later) in the agreement than the primary article that it implements.

- The word "implement" or "implementation" may appear in many provisions that are NOT coded as IMPL. As noted above, provisions that require countries to pass national legislation often use the term "pass implementing legislation," "implement the terms of this agreement," or similar language. The basis for coding the provision as either SUBS or IMPL should involve determining whether the provision fits the definition of SUBS or IMPL, and should NOT be based on simply that the provision uses the word "implement," or some variant of it.

- Provisions that state that national governments must or can issue licenses or permits to engage in the activities regulated under an agreement are always coded as IMPL. Even if the relationship to a SUBS provision is not explicit, if the Party is issuing licenses or permits to engage in activities regulated by the agreement, then they should be coded as IMPL since they are secondary to the agreement provisions that regulate those activities.

- Exceptions to implementation provisions, i.e., provisions that exclude certain behaviors from an implementation provision, may be part of IMPL provisions since they help define what Parties must do and cannot do to implement an agreement. Exceptions are coded as IMPL because they are ways of clarifying a broader rule.

Clarifications:

- Provisions in some agreements encourage or require Parties to negotiate additional but SEPARATE future agreements [not protocols or amendments but new and separate agreements on additional topics]. In cases where the provisions discuss the goals, substantive provisions, information provisions, scientific provisions, dispute settlement provisions, etc. of those additional agreements, such provisions should be coded as SUBS. See the SUBS definition for more information.
- Note that provisions for financing of either administrative efforts or programs are coded as FINAD or FINPR, not IMPL. Like SCIR with respect to SUBS, FINAD and FINPR are particular types of IMPL provisions that are coded separately.
- Provisions that address how Parties can get non-Parties to join an agreement or behave in ways consistent with an agreement should be coded as SUBS not IMPL. Since countries that are not Parties to an agreement cannot have obligations under that agreement, efforts by Parties directed at altering the behavior of those non-Party countries should be seen as SUBS requirements on the Parties but are not efforts to induce implementation of the agreement.
- Sometimes IMPL can be confused with SUBS or /F codes.
- If one could imagine the provision being the only provision in a treaty and it would make sense, i.e., without reference to any other provision, than it should be coded as SUBS instead of IMPL.
- If an organizational body is given the function of performing an IMPL type task it should be coded only as /F of that particular body and not as IMPL.
- Also See "Distinguishing SUBS vs. IMPL" below.

Examples:

Art.45	Article 45	IMPL
Art.45.0x	Assistance granted by the World Heritage Committee may take the following forms:	
Art.45.1	1. studies concerning the artistic, scientific and technical problems raised by the protection, conservation, presentation and rehabilitation of the cultural and natural heritage, as defined in paragraphs 2 and 4 of Article 11 of this Convention;	
Art.45.2	2. provisions of experts, technicians and skilled labor to ensure that the approved work is correctly carried out;	
Art.45.3	3. training of staff and specialists at all levels in the field of identification, protection, conservation, presentation and rehabilitation of the cultural and natural heritage;	

Art.31	Article 31	IMPL
Art.31.1	1. Each Contracting Party shall take such steps as are necessary to ensure implementation of this Agreement.	
Art.31.2	2. Each Contracting Party shall monitor the harvest of polar bears in those areas subject to its national jurisdiction.	

Note: This IMPL provision is secondary to all the SUBS provisions in the treaty. The SUBS example above (in the SUBS definition) is a primary substantive provision, while this one is secondary. Both come from the same Treaty.

Art.15	Article 15	IMPL
Art.15.1x	Each Contracting Government shall take appropriate measures to ensure the punishment of infractions of the provisions of this Convention committed by persons or by vessels under its jurisdiction.	

Distinguishing SUBS vs. IMPL
- Distinguishing SUBS and IMPL can be confusing so read this section carefully before coding. Articles coded SUBS provide the most important and fundamental ideas and concepts of the agreement. For example, the following articles in an agreement on chlorofluorocarbons (CFCs) that cause ozone layer depletion would be coded as SUBS:
  - "Each Party shall ensure that [in each year after this agreement enters into force] its calculated level of consumption of the controlled substances in Group I of Annex A does not exceed its calculated level of consumption in 1986."
  - "Each Party shall ban the import of controlled substances from any State not Party to this Protocol."

o "Each Party shall discourage the export, to any State not Party to this Protocol, of technology for producing and for utilizing controlled substances."

• IMPL differs from SUBS because it is for articles that address provisions in which the Parties seek to get information on or respond to Parties that have violated (or complied with) the regulations delineated elsewhere in the agreement. To be coded as IMPL, the provision must reference, implicitly or explicitly, a corresponding article that is coded SUBS. IMPL provisions designate how the agreement will encourage and enable Parties to comply while discouraging and preventing Parties from violating the agreement's SUBS provisions. Implementation can involve punishments and sanctions but can also involve incentives, such as the transfer of money or goods if a Party complies with the agreement. In particular, note that the provision "Each Party shall discourage the export, to any State not Party to this Protocol, of technology for producing and for utilizing controlled substances." is SUBS, not IMPL. Why? Because the provision requires that member states discourage exports to non-members independent of any other provisions in the agreement. Note that this provision could stand on its own: indeed, the agreement could have this as its sole provision "do not export CFC technology to non-members." This provision would become an IMPL provision if it required that "Each Party shall discourage the export to any other Party that has violated the terms of this Protocol, of technology for producing and for utilizing controlled substances." The protocol to the ozone agreement has an IMPL provision as follows: "The Parties, at their first meeting, shall consider and approve procedures and institutional mechanisms for determining non-compliance with the provisions of this Protocol and for treatment of Parties found to be in non-compliance."

• Usually, the problem being addressed and the agreement objectives are delineated in the Preamble (coded most commonly as DESC and GOAL, respectively). SUBS articles, in turn, delineate the behavioral commitments the Parties are making to achieve those goals, i.e., the "first order" prescriptions and proscriptions on behavior. IMPL articles, by contrast, discuss how the agreement will be implemented, including provisions and requirements (the fact that they can be requirements is what may introduce confusion) within the agreement to ensure that a SUBS provision is followed through on, or to respond when such a provision is not followed through on.

• Make sure you are clear about the distinction between HOB/NATB/SB and SUBS and IMPL, i.e., between provisions that establish commitments directly (SUBS or IMPL) vs. those in which the authority to create SUBS or IMPL provisions is delegated to some other body. Provisions that specify that a HOB, NATB, or SB make a decision on something is coded as HOB, NATB, or SB, even if the decision that will be made would be coded as SUBS or IMPL if it were simply stated in the agreement. Often the HOB/NATB/SB will be tasked to develop rules to implement provisions in prior articles - this is coded as HOBF (HOB function) because it is not a substantive provision applying to the member states, but a mandate from those states to the HOB. SCIR is an exception to this rule - if a HOB/NATB/SB is involved in scientific research or data collection (see SCIR) the provision should be coded as SCIR as well as HOBF.

• Since the distinction between SUBS, IMPL, and HOB/NATB/SB can be quite confusing, make sure to discuss this with the Project Director until the distinction is clear. Consider the hypothetical example of an international agreement on speed limits. Provisions in that agreement setting an international speed limit and requiring the posting of standardized signs in each country should be coded SUBS. Provisions related to issuing speeding tickets and imposing fines would be coded IMPL. The posting of speed limit signs is SUBS, not IMPL, because, unlike issuing tickets and imposing fines, posting signs does not involve an attempt to get information on or respond to compliance with or violation of another provision.

Example: International Speeding Agreement

		Codes	Secondary to
Pre.1	The governments of member countries and their respective police departments,		
Pre.2	DESIRING to slow traffic and prevent traffic deaths,	GOAL	
Pre.3	Have agreed as follows:		
Art.1	To establish a new maximum speed limit of 30 miles per hour.	SUBS	
Art.2	Parties shall ensure that all streets have signs with the speed limit posted in a clear and visible position.	SUBS	
Art.3	Each member state undertakes to ensure their police departments issue tickets for speeding to any individual identified as being in violation of Article 1.	IMPL	Art.1
Art.4	Each member state will ensure that all fines for speeding described in Article 3 are adequate in size to deter all future speeding.	IMPL	Art.1; Art.3
Art.5	The Parties hereby establish an International Speeding Commission that	HOBS	

		shall establish specific speed limits for particular periods of time.		
Art.6		The International Speeding Commission shall establish a Committee on Enforcement that shall be charged with establishing specific rules regarding appropriate fines for each type of speeding violation.	HOBF	
Conc.1		Done at Geneva this 23rd day of July, 2001.	CONC	