The Five Global Biodiversity-Related Conventions

by Veit Koester*

Ed. Note: *The author expressed the view that this review of status is "a rather personal and bureaucratic stock-taking".*

Introduction

Over the last three decades disquiet at environmental degradation has crystallised, *inter alia*, in the form of the five global biodiversity-related conventions:

- The Ramsar Convention (Convention on Wetlands of International Importance especially as Waterfowl Habitat), 1971[1]
- The UNESCO World Heritage Convention or WHC (Convention concerning the Protection of the World Cultural and Natural Heritage), 1972[2]
- CITES (Convention on International Trade in Endangered Species of Wild Fauna and Flora), 1975[3]
- The Bonn Convention or CMS (Convention on the Conservation of Migratory Species of Wild Animals), 1979[4]
- The Biodiversity Convention or CBD (Convention on Biological Diversity), 1992.[5]

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The birth and development of these five conventions are closely connected with the United Nations Conference on the Human Environment (Stockholm 5–16 June 1972) and the United Nations Conference on Environment and Development (Rio de Janeiro, 3–14 June 1992).

Furthermore, most of my own professional career has spanned the very same decades where the global biodiversity-related conventions were negotiated and concluded, where they developed, found their working methods and matured, *i.e.* the 1970s, 1980s and 1990s. I have been privileged because I was given the opportunity to participate in one way or another in all these conventions, including by having been entrusted with various chairing functions in all but one of them.

So, on the eve of the preparations for the third UN Conference in a row, the 'Rio+10' Conference in South Africa in 2001, coinciding with the approach of the end of my professional career, it seems natural to try to take stock of these five conventions: What are their main features? Are they in good shape and health? How do my

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learned colleagues in the academic world assess them? What are their particularities, their cultures?

I am not going to present a full legal, political and sociological analysis but only certain indications of what might be the answers to some of the questions, stressing at the same time that I am of course in no way claiming any kind of ownership of the conventions, but simply stating that I was involved.

Four parameters

I will limit myself to only a few parameters. These are the following:

Number of Contracting Parties

This is a completely objective parameter, but the conclusions that might be drawn from it are questionable, because the parameter does not tell us anything other than the degree to which international society has accepted the conventions. On the other hand, this is of course important. Even lawyers might agree that a convention with a number of far-reaching, strong, clear and precise obligations cannot be described as a success if only a very limited number of potential parties are Contracting Parties.

Main legal features

The second parameter is the main legal features of the convention.

How many *concrete obligations* are there? Lawyers including myself like obligations in the format of, for example, 'Parties that are Range States of migratory species listed in Appendix I shall prohibit the taking of animals belonging to such species' (Bonn Art. III, par. 5). Such obligations are clear, leaving no doubt about what has to be done.

What is the number of *general obligations*? Although lawyers do not dislike general obligations such as 'The Contracting Parties shall formulate and implement their planning so as to promote the conservation of the wetlands included in the List…' (Ramsar Art. 3, par. 1), it is not easy to assess the implementation of and compliance with such obligations.

And finally, how many *'soft' obligations*, incentives and the like are there, such as: 'Each Contracting Party shall in accordance with its particular conditions and capabilities ... integrate as far as possible and as appropriate, the conservation and sustainable use of biological diversity into relevant sectoral or cross-sectoral plans, programmes and policies' (CBD Art. 6, par. b). Generally speaking, probably only governments like obligations that are in reality not true obligations, but sometimes these are needed in order to overcome political problems, and generally they are better than nothing, representing at least a starting point for a continuous political and legal dialogue among the Parties.

The division into various kinds of obligations and the figures I am going to mention originate from an interesting analysis from 1999 of Josette Beer-Gabel and Bernard Labat (Editions Bruylant, Bruxelles) of 49 agreements: 'La Protection International De La Faune Et De La Flore Sauvages.'[6]

The distinction between categories of obligations and the number of various obligations is of a semi-objective nature. First of all, the differentiation between various kinds of obligations is not that clear. Second, if the choice were to be between a concrete obligation dealing with a relatively unimportant issue, and a general or maybe even a soft obligation to protect a specific component of the environment, most environmentalists would probably choose the second alternative. And third, I have completely disregarded the extent to which it is permissible according to the provisions of the conventions to derogate from the obligations.[7]

Review of the Conventions

The third parameter is how the convention is assessed or evaluated by lawyers of the academic world who specialise in international environmental law.

This parameter is objective seen from my angle because I am only using what others have to say about the conventions. However, although the evaluations of my learned colleagues to some extent build on objective data, they remain only evaluations. Furthermore, this parameter also includes a distinctly subjective element to the effect that it is I who have chosen the assessments to be presented and I have selected only the reviews contained in the following five comprehensive books[8] on international environmental law:

- *International Law and The Environment*, by Patricia W. Birnie and Alan E. Boyle, paperback reprinted with corrections in 1993/1994 (Clarendon Press, Oxford);
- *Principles of International Environmental Law I*, by Philippe Sands, 1995 (Manchester University Press);
- *International Environmental Law in a Nutshell*, by Lakshman Guruswamy and Brent Hendricks, 1997 (West Publishing Co.);
- *International Environmental Law*, second edition, by Alexandre Kiss and Dinah Shelton, 1999 (Transnational Publishers, Inc.); and
- *Internationell Miljörätt* (*i.e.* 'International Environmental Law'), second edition, by Jonas Ebbesson, 2000 (Justus Förlag, Uppsala), which is – as far as I know – the only existing Scandinavian work on general international environmental law.

I realise that the literature on the global biodiversity-related conventions is enormous. But to some extent the books referred to here build on that literature and, in any case, a borderline has to be drawn.

My own assessment

The fourth and final parameter is my own experience, which of course is completely subjective.

The Ramsar Convention, 1971

The Convention has now 123 Contracting Parties. It contains five concrete obligations, four general obligations and one soft obligation.

Birnie and Boyle characterise the Ramsar Convention as an 'innovative convention'[9] while Kiss and Shelton

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conclude that the Convention 'is generally considered to be a success'.[10]

Guruswamy and Hendricks argue that the Convention 'has achieved a significant amount given its limited budget and its only recent growth in developing country membership' emphasising the Convention's potential for increasing 'its contribution to the global effort of protecting wetland biodiversity'.[11]

Ebbesson offers the most complete review, observing that the Parties over time have reached a common understanding of the interpretation of the obligations and have adopted guidelines for the implementation of the Convention. Furthermore, he continues, 'the Ramsar Convention has considerably contributed to increasing the awareness of the need for legal protection of these biotopes not only in order to further the conservation of waterfowl but also because wetlands generally play an important ecological role'.[12]

I share the opinions just quoted. And let me add as a personal remark that I like the 'culture' of Ramsar: a straightforward, step-by-step, pragmatic approach which has enabled the Convention to develop into an influential global instrument in spite of its meagre content.

I had the mixed pleasure of chairing the plenary sessions at the last Conference of the Parties (COP) in 1999 where the first real voting in the history of the Convention took place, using all the provisions in the rules of procedure about voting, *inter alia* whether to vote, how to vote, roll call, secret ballots *etc*. This was a mixed pleasure – not because of the voting itself, after all, voting is very democratic – but because that voting probably signified the start of a politicising of the Ramsar Convention, which I am sure will not benefit wetlands in the long run.

The World Heritage Convention (WHC), 1972

Number of Contracting Parties: 162. The Convention reflects on four concrete obligations, two obligations of a general nature and five 'soft' obligations or incentives.

Birnie and Boyle in their comparison of the World Heritage Convention with the Ramsar Convention maintain 'that it lays more stringent and specific obligations on its parties to take conservation measures', that for sites listed it provides real protection but that 'limitations on listing prevent it from being the major instrument of habitat protection'.[13]

Ebbesson puts a question mark behind Birnie and Boyle's observation, maintaining that both Conventions 'are laying down general principles for the protection of relevant sites and that these principles have gradually been elaborated by the means of resolutions and recommendations on their interpretation and implementation. But the World Heritage Convention has had – at least until a couple of years ago – a better organisation and more Contracting Parties than the Ramsar Convention. Furthermore, the financial incentive and the prestige of having sites on the World Heritage List has influenced the implementation of the Convention'.[14]

According to Kiss and Shelton 'the importance of the Convention cannot be overstated as far as legal principles are concerned'. They refer to the principle that certain property under the sovereignty of a State concerns all humanity and must be conserved in the interest of the entire international community – at that time the emerging legal concept of common heritage of mankind.[15]

Guruswamy and Hendricks underscore the narrow definition in the Convention, but nevertheless conclude that the World Heritage Convention 'has proven a helpful tool in the global effort to conserve biological diversity'.[16]

My own relationship with the World Heritage Convention was very brief. I participated in the decisive negotiations of the Convention. And that was it. So, I will refrain from any other personal observation, other than it seems that the Convention is in general appreciated by environmental lawyers.

The Washington Convention (CITES), 1973

Today 152 States are Contracting Parties. The Convention imposes on its Parties six concrete obligations and only one general and two soft obligations. Birnie and Boyle do not hide the weaknesses of CITES, nor the diverging opinions on its philosophy and approach. However, they conclude that CITES provides 'a highly practical mechanism incorporating a structure designed to deal with a complex international situation which attempts to balance legitimate trade interests in renewable resources with the need to protect endangered species'.[17]

Kiss and Shelton are of the opinion that the Convention as a whole 'functions well' and that 'COP interpretations have narrowed exceptions while allowing flexibility to accommodate short term special needs'. But they also refer to problems and disagreements about the effectiveness of trade bans, pointing at the same time to the fact that CITES 'is not a general nature protection agreement, but only one component of many international measures assisting in the conservation of biological diversity'.[18]

Guruswamy and Hendricks conclude very briefly, that overall, 'the CITES regime has performed well given its limited resources and broad scope'.[19]

According to Ebbesson it 'is difficult to assess the effectiveness of the Convention from the point of view of environmental protection but the work within the framework of CITES is generally considered to be relatively successful and efficient compared to other global conventions dealing with protection of species'.[20]

It is extremely difficult to dismiss CITES with only a few observations of a personal nature because so much could be said about it.

CITES is a fascinating convention, also speaking strictly in legal terms, and there is no doubt that from a legal point of view it functions well in many respects. COP decisions, which are – I believe – generally implemented and complied with, have permitted CITES both to overcome legal problems and to adapt to new concepts such as 'sustainable development'. ➨

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A CITES COP is like a big market or emporium. The COP has its distinct culture – brash and direct; a certain – normally a huge – number of proposals. Parties negotiate and either they achieve a compromise or they do not. If not, the proponent will either withdraw the proposal or ask for a vote. And if a vote is called for the proposal might either be rejected or adopted. And that's it. There is no animosity, no bad feelings. It is quite straightforward. To chair at a CITES COP is sheer joy.

The Bonn Convention (CMS), 1975

The Bonn Convention has now 73 Contracting Parties. It contains, according to Beer-Gabel and Labat, two concrete, two general and five soft obligations.

The reviews of the Bonn Convention reflect in a very clear manner its development: Birnie and Boyle reviewing the Convention in the early 1990s are rather negative, pointing to the fact that 'neither of the techniques it provides – listing or conclusion of agreements – has been fully or effectively put to use' and at the small number of parties.[21] They also mention that it is 'difficult to argue on the basis of practice under the Convention that any customary obligation to conclude agreements on conservation of migratory species has emerged',[22] which is probably true.

Kiss and Shelton offer no evaluation at all, while Guruswamy and Hendricks conclude that 'the Bonn Convention has dramatically improved its record over the last five years'[23] aiming at a number of new Contracting Parties as well as a series of various special agreements or memoranda of understanding under the Convention and its strong working relationship with other biodiversity related conventions.

Ebbesson, presenting the most recent review, observes that the Convention 'has with good reason been criticised for being unclear and inefficient' mentioning in this respect 'the modest number of Contracting Parties, the vague wording of the obligations, too few species on the annexes, and a small number of special agreements. Furthermore a financial incentive to become a Contracting Party is lacking. However, during the last years the Convention has come alive due to regional agreements and non-binding action programmes'.[24]

Most of those who participated in the negotiations to conclude the Bonn Convention probably realised at the time that it would be difficult to fulfil its ambitions, namely to conclude separate agreements dealing with individual migratory species listed in Annex II of the Convention and including all relevant range States. It takes a lot of political will, it is time-consuming and it demands considerable funds. But nobody could come up with a more appropriate and workable idea. And from a scientific, technical, and legal point of view it still seems to me to be the right approach.

But it is a pity that major countries such as Brazil, Canada, China and Mexico are still not Parties to the Bonn Convention. Also the – at the time of the conclusion of the Convention rather odd – alliance between the US and the former Soviet Union to stay out of the Convention still seems to exist.

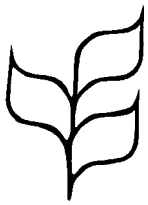
The Biodiversity Convention (CBD), 1992

And finally we come to the CBD, which is the most recent convention but in a way the most important one, since it has 180 Contracting Parties. CBD contains only one concrete obligation, counterbalanced by three general and seven soft obligations.

This is the only one of the five conventions where Phillipe Sands presents an assessment, namely that the CBD 'is likely to become the principal framework within which the development and implementation of rules on biodiversity conservation will occur'[25] and that the Convention is 'particularly important because it is global, adopts an ecosystem approach, and introduces on a broad basis the linkage between conservation and financial resources'.[26]

Birnie and Boyle's book was written before the conclusion of the CBD but – strangely – Kiss and Shelton do not offer any review or conclusion on the CBD.

Ebbesson notes that the legal obligations are not particularly concrete but that the Convention 'does offer a number of instruments for the conservation of species and is establishing principles for the future work giving the Convention a process-oriented character. In this way it will be possible to develop protocols and legal principles with regard to a number of legal issues…, *inter alia* the utilisation and conservation of biological diversity and sharing of benefits arising from the exploitation of genetic resources'.[27]



Guruswamy and Hendricks refer to the great deal of criticism the CBD has received 'for its lack of substantive provisions, and because its most general obligations contain heavily qualified language'. But they also note that others have defended the CBD, referring to 'its resolution of long-standing problems such as access to biological resources' and 'the forward-looking nature of the framework approach in setting the stage for future solutions among political difficulties'.[28] Their conclusion is more or less – while quoting another author – that over time the CBD may function as a type of 'umbrella' convention – the proverbial 'gleam in the eye' of the UNEP Governing Council back in 1987 – eliminating inefficient jurisdictional overlap and filling perceived gaps'.[29]

Personally I owe it to that 'gleam in the eye' that I have been deeply involved in international negotiations of biodiversity-related issues from the very first meeting in 1988 considering the idea of the UNEP Governing Council and up until now.

The CBD is a most challenging convention. In spite of its weak provisions, there is – in my opinion – no doubt that it already has accomplished a lot.

But the CBD is also a milestone in a legal sense. Its achievements include:[30]

– The principle of sovereign rights over natural resources

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and that access to genetic resources is subject to prior informed consent;
- Conservation of biological diversity as a common concern of humankind;
- Codification of the principle of sustainable development embodying the idea of inter-generational equity;
- Reflection of the Precautionary Principle (PP);
- Incorporation of Principle 21 of the Stockholm Declaration;[31] and
- Environment Impact Assessment (EIA) for the first time in a global convention in a non-transboundary context;
- Protection of knowledge and innovations of indigenous and local communities;
- Putting trade in an ecological context; and
- The foundation of a legal regime for biotechnology resulting in the Cartagena Biosafety Protocol, the first global environmental instrument in the new millennium.[32]

It is due to the CBD that Denmark has, as probably the first industrialised country, made it an obligation to inform on patent applications in the field of biotechnology about the origin of the raw material used for the innovations.

To summarise very briefly: I like the CBD very much.

Conclusions

Number of Contracting Parties

Seen from the perspective of the number of Contracting Parties, the CBD has taken the lead with its 180 Parties. But it is closely followed by the World Heritage Convention with 162 and CITES with 152 Parties.

Why has the CBD taken the lead with regard to its general acceptance, in spite of being the most recent convention? Political importance, its philosophy, financial potential or lack of real commitments? Nobody knows the true answer.

And why is the World Heritage Convention the next? Is this due to its very limited scope as well as its more or less self-evident objective, combined with the fact that it in a way mostly protects what is or was already protected at the national level? I cannot provide an answer to this.

And CITES? Because of its commercial implications combined with its implications for non-parties? Same reply.

But generally speaking all biodiversity-related conventions, and to a lesser degree the Bonn Convention, have gained worldwide acceptance and they are all very much alive.

Main features

With regard to the legal content of the conventions the picture is mixed:

Out of the 50 obligations, which according to Beer-Gabel and Labat they contain in total,[33] the CBD has almost 20 per cent. But when we consider the concrete obligations it only has 1 out of 18, corresponding to 5-6 per cent. In this respect CITES is in the forefront with almost 35 per cent, or 6 out of 18.

I have tried to calculate the various obligations of the conventions.[34] This is not easy because there are different ways of calculating this. For example, the obligations in CITES Art. III-V about trade in specimens of species included in Appendix I-III contain provisions to the effect that trade must not be detrimental to the survival of the species, that shipments shall be prepared so as to minimise the risk of injury, and that document requirements must be fulfilled. In this context, are we dealing with one or three obligations?

This is probably why my figures vary considerably from those of Beer-Gabel and Labat. As an example, the total number of obligations according to my calculation is 83 while the corresponding number of Beer-Gabel and Labat is 50.

But the general thrust remains the same:
- CBD has the largest number of soft obligations;
- CITES has the highest number of concrete obligations;
- The World Heritage Convention, the Bonn Convention and CBD contain more soft obligations than concrete ones;
- The Ramsar Convention and CBD are in the forefront with regard to general obligations; and
- Sixty per cent of the total obligations of the five conventions are of a concrete or general nature with the remaining 40 per cent being soft obligations, mostly in the format of incentives.

But, generally speaking, the overall figure of 60 per cent of all obligations being true obligations, according to both Beer-Gabel and Labat and my own assessment, is not that bad. Every convention represents the art of the possible. And the remaining 40 per cent soft obligations contain a potential for development through co-operation between parties as well as refinement and gradual enforcement by the means of COP decisions and the like.

Assessments of the Conventions

And finally, all the conventions are, in comprehensive works on international environmental law, mostly reviewed positively or at least considered as having a promising potential.

I am of course aware of legal articles heavily criticising the philosophy or the nature of one of the conventions or referring to implementation and compliance problems which of course occur here, as elsewhere.[35] References to such articles can also be found in footnotes or bibliographies in the various books I have quoted from. However, reviews of the biodiversity-related conventions in an overall international environmental law context provide a special dimension because the conventions are evaluated directly or indirectly or on the background of legal instruments in other environmental fields.

A personal conclusion

According to Phillipe Sands 'the conservation of biodiversity probably presents greater regulatory challenges to international law than any other environmental issue'.[36] I am ready to believe that but my belief is not built on any real knowledge, due to the fact that I have no

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experience with regard to environmental issues other than biodiversity-related ones.

What I can say is that it has been challenging to deal with biodiversity in an international context. Not only challenging but also exciting, probably most of all because of the diversity of the people I have met and worked with in the course of my professional career. From the 'diverse women for biodiversity', one of the groups in the context of CBD, to the individuals in the various convention secretariats; my colleagues and friends in the international environmental law community; my colleagues and friends in other countries with whom I shared many frustrations. After all – human beings are the most fascinating component of biodiversity.

On top of that, I believe that we can safely conclude that all the five global biodiversity-related conventions are in a reasonably good shape, and that is something, at least.

But when it comes to the answer to the question: Did we really accomplish anything? I can only answer by posing another question: What would be the condition of our biodiversity if the conventions did not exist?

Notes:

1 Under the Convention Parties are obliged to designate at least one wetland for inclusion in the List of Wetlands of International Importance, to include wetland conservation considerations in their national land-use planning so as to promote the wise use of wetlands, and to establish nature reserves in wetlands. See http://www.ramsar.org.

2 The Convention establishes a system of collective protection of the cultural and natural heritage of outstanding universal value. The World Heritage List includes cultural and natural properties throughout the world considered to be of outstanding universal value by the World Heritage Committee, established by the Convention. The Convention contains obligations for Parties *inter alia* to identify and protect their heritage, *e.g.* by integrating the protection into comprehensive planning programmes. A World Heritage Fund, financed by the Parties in accordance with the provisions of the Convention, provides aid to Member States for the World Heritage Sites. See http://www.unesco.org.

3 CITES conservation goals are to: monitor and stop commercial international trade in endangered species, maintain those species under international commercial exploitation in an ecological balance; and assist countries toward a sustainable use of species through international trade. Wildlife trade is regulated through controls and regulations on species listed in three appendices. Appendix I lists species endangered due to international trade. Their exchange is permitted only in exceptional circumstances. Appendix II species require strictly regulated trade based on permits (and, as appropriate, quotas) to prevent their unsustainable use; and controls aimed at preventing species from becoming eligible for Appendix I. Appendix III species are subject to regulation by a Party who requires the co-operation of other Parties to control international trade. See http://www.cites.org.

4 The Convention recognises that States must be the protectors of migratory species that live within or pass through their national jurisdictional boundaries and aims to conserve terrestrial, marine and avian migratory species throughout their range. The Convention constitutes a framework within which Parties shall act to conserve migratory species and their habitat by: adopting strict protection measures for migratory species that have been characterised as being in danger of extinction throughout all or a significant portion of their range (species listed in Appendix I); concluding agreements for the conservation and management of migratory species that have an unfavourable conservation status or would benefit from international co-operation (species listed in Appendix II); and joint research and monitoring activities. See http://www.unep-wcmc.org/cms/.

5 The Convention has three main goals: the conservation of biodiversity; sustainable use of the components of biodiversity; and sharing the benefits arising from the utilisation of genetic resources in a fair and equitable way. The Agreement covers all ecosystems, species, and genetic resources. Under the Convention, governments undertake to conserve and sustainably use biodiversity. They are required to develop national biodiversity strategies and action plans, and to integrate these into broader national plans for environment and development. Commitments include *inter alia* identifying and monitoring the important components of biological diversity; establishing protected areas; rehabilitating degraded ecosystems and threatened species; preventing the introduction of alien species that could threaten ecosystems, habitats or species; and controlling the risks posed by organisms modified by biotechnology. See http://www.biodiv.org.

6 Beer-Gabel and Bernard divide the obligations into 'les régles contraignantes', 'les obligations' and 'les incitations', which are further defined at p. 29.

7 There are, of course, other ways to measure the theoretical strength of an international legally-binding instrument. An interesting example is provided at p. 176 and p. 234 in Pamela S. Chasek: *Earth Negotiations: Analyzing Thirty Years of Environmental Diplomacy* (United Nations University Press, 2001) where a "strength index" is introduced.

8 The most comprehensive work on biodiversity-related conventions is, of course, Simon Lyster: *International Wildlife Law* (Grotius Publications Limited, 1985). However, I have not used this book, partly because I am focusing on assessments contained in books dealing with all aspects of international environmental law, partly because it is more than 15 years old. It is a pity that it has not been revised in the light of the development of the past 15 years. It is due to the first-mentioned reason that I have also not used Cyrille de Klemm in collaboration with Clare Shine: *Biological Diversity Conservation and the Law* (Environmental Policy and Law Paper No. 29, IUCN, 1993).

9 At p. 468.

10 At p. 330.

11 At p. 118.

12 At p. 173 (all quotations of Ebbesson have been translated from Swedish to English by the author of this article).

13 At p. 470.

14 At p. 175.

15 At p. 331.

16 At p. 115.

17 At p. 480.

18 At p. 343.

19 At p. 117.

20 At p. 200.

21 At p. 473.

22 At p. 475.

23 At p. 122.

24 At p. 168.

25 At p. 387.

26 At p. 451.

27 At p. 164.

28 At p. 91.

29 At p. 106.

30 The enumeration does not provide any differentiation between principles contained in the preamble and those contained in the substantive provisions, and neither does it reflect the manner in which the principles are drafted.

31 '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 persuant to their own environmental policies, and the responsibility to ensure that activities within their jurisdiction or control do not cause damage to the environment of other States or of areas beyond the limits of national jurisdiction'.

32 See Veit Koester: The Cartagena Protocol on Biosafety: A New Hot Spot in the Trade-Environment Conflict, *Environmental Policy and Law*, Vol. 31 (2001) No. 2, p. 82.

33 According to the summaries at pp. 161, 204 and 212 of the various kinds of obligations of all the agreements analysed.

34 The calculation is based upon the tables in Beer-Gabel and Labat of the Ramsar Convention at p. 52, WHC at p. 56, CITES at p. 58, CMS at p. 70 and CBD at p. 114.

35 The specialised literature on the Conventions is vast. CBD and CITES might be characterised as the most controversial conventions. References to literature where CBD is criticised can be found in Veit Koester: The Biodiversity Convention Negotiation Process and Some Comments on the Outcome, in EPL 1997, p. 175. A recent example of criticism is Chris Wold: The Futility, Utility, and Future of the Biodiversity Convention, in *Colorado Journal of International Environmental Law and Policy*, 1998, Vol. 9/1, p. 1. A critical approach to CITES is contained in several of the contributions in Jon Hutton and Barnabas Dickson (eds): *Endangered Species – Threatened Convention: The Past, Present, and Future of CITES* (Earthscan, 2000). Alexander Wood, Pamela Stedman-Edwards and Johanna Mang (eds): The *Root Causes of Biodiversity Loss* (Earthscan, 2000) contains a positive statement by one of its authors to the effect that CITES does 'a great deal to regulate the use of biological resources' (p. 89) and also contains the following very negative statement by another author: 'CITES is not an effective treaty and may actually promote biodiversity loss rather than the reverse' (p. 146). For a recent assessment of *inter alia* the Bonn Convention and the Ramsar Convention, see M. J. Bowmann: International Treaties and The Global Protection of Birds, in *International Environmental Law*, 1999, Vol. 11/1, p. 87 and Vol. 11/2, p. 281. According to the "strength index" referred to in note 7, the CBD is ranked at no. 9 and CITES as no. 4 (p. 180 and p. 239 respectively) among the eleven agreements examined in the study.

36 At p. 450.

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