



Christian von Bar

Professor, University of Osnabrück

The Launch of the Draft Common Frame of Reference

1. The interim outline edition as a first step

Two months after the Tartu conference of 15 November 2007 on ‘Developments in European Law: European Initiatives (CFR) and Reform of Civil Law in New Member States’, the academic draft of that Common Frame of Reference (CFR) has now seen the light of day.¹ The teams of researchers that in 2005 contracted with the European Commission to deliver by the end of 2007 a first proposal have managed to keep their promise. On 21 January, at a launch in the European Parliament, the interim outline edition of the Draft CFR (DCFR) was presented in book form to the Legal Affairs Committee of the European Parliament and to the European Presidency, which was represented by Slovenian Minister of Justice Professor Lovro Turm. Our publishers, Patrick Sellier and his team, had produced a preliminary (proof) version of the book in less than four weeks. The editors of the DCFR had already sent huge electronic files to the European Commission in the last days of the previous year; these turned out to be too big for a simple e-mail attachment, so copies had to be sent burned onto a DVD. Their contents were meant to be uploaded in part to the Commission’s CIRCA Web site, but even this proved difficult, and it took weeks before that actually happened.

In book form, the DCFR is being published first in an interim outline edition. That edition does not yet contain comments and notes, and it is also not complete in its section setting out the model rules. This is so because model rules concerning some specific contract types (such as loans and donations) are still missing, as are all the model rules on those matters of property law that we intend to cover in the full and final edition: acquisition and loss of ownership in movables, proprietary security rights in movable assets, and trust law.

The European Commission has already received an extensive and illustrative commentary to all the model rules contained in the interim outline edition, and we have also submitted to the commission all the comparative material that so far we have been able to collect and present in the notes — all in all (articles, comments, and notes) some 4,000 pages. The comments are available to every member of the CFR network who has access to the Commission’s CIRCA Web site. The notes, however, are not for publication yet: on account of lack of time, it was impossible to edit them in a way that would meet international standards for publication. The model rules that are still outstanding, all comments, and the completed and properly edited notes will therefore appear in book form only as part of the full and final edition, which should emerge by the middle of 2009. Work on that ‘master copy’, as we call it, began immediately after the Christmas break. The full and final edition will be accompanied by a second edition of the paperback ‘rules only’ version. Its first edition and its successor edition (which we expect to be released to the public around February or March 2009 and which we hope to present as a bilingual — English and French — text) are meant to facilitate discussion and decision-making. The aspiration behind the first paperback is that it will elicit responses and criticisms in

¹ C. von Bar, E. Clive, H. Schulte-Nölke et al. (eds.), *Principles, Definitions and Model Rules of European Private Law. Draft Common Frame of Reference (DCFR). Interim Outline Edition*. Munich 2008.

time for them to be taken into account in this year's preparation of the full edition. Some constructive and helpful comments have already reached us, immediately following publication of the DCFR Interim Outline Edition on the Internet.^{*2}

We hope that such proposals for improvement will reach us throughout 2008. Many conferences on the DCFR are being planned, amongst them a conference in Ljubljana in April 2008 designed as a follow-up conference to the earlier meetings in London (2005), Vienna (2006), and Stuttgart (2007). As did its UK, Austrian, and German predecessors, the Slovenian EU presidency is paying considerable attention to the work being carried out on the CFR. The French presidency too will organise a discussion forum on the DCFR, to be held later in the year in Paris. Further meetings will be held in the ERA facilities in Trier, in Edinburgh, in Münster and Osnabrück, and in many other places. The research network is doing its utmost to exchange views on the DCFR with as many interested jurists as can be reached. However, the timetable for the finalisation of the full and final edition is very tight. The work has to be completed by the end of 2008, and as this huge work requires much further drafting and vast editorial labour it will be impossible to consider any contributions from stakeholders and other colleagues that come to our knowledge after September 2008.

Although this should go without saying, the editors and all of the academic contributors to the DCFR stress yet again that the DCFR is an academic and not a politically authorised text. It had its origin in an initiative of legal scholars, and it amounts to the compression into rule form of decades of independent research and co-operation by academics from all over Europe.^{*3} It all started in 1982 with the foundation of the Commission on European Contract Law (the 'Lando Commission'). The latter was succeeded in 1998 by the Study Group on a European Civil Code (SGECC), which in 2005 founded, in collaboration with the then newly established 'Acquis Group' and some further teams, a joint research network under the Sixth European Research Framework Programme.^{*4} We cannot say whether — and, if so, with what content, structure, and coverage — our DCFR (or some of its parts) will be turned into an official or 'political' CFR or even, in the form of an 'Optional Instrument', into applicable law.^{*5} These are decisions that do not lie in our hands. The creation of a CFR (and the creation of an Optional Instrument) are questions for the European institutions.

We do, however, hope for their support and that our texts will be read and discussed with care, intellectually, emotionally, and politically. The bare fact that something is now being 'laid on the table' should constitute an important difference from previous discussions because in the latter, not yet focused on a concrete text, some unnecessarily sharp voices with a sort of national undertone for quite a while created a difficult atmosphere. Too many felt that they were not sufficiently informed and involved. Now everybody is in a position to evaluate our interim results and to express views on them, and we are more than ready to consider proposals for the improvement of the DCFR. The creation of the CFR has now become a concrete political option. All that we researchers ask for is a constructive public discussion of our first draft. A chance such as this to promote European private law will not come every year, and Europe's private law community should not let it pass for lack of courage or determination.

² The DCFR Interim Outline Edition (see previous Note) can also be downloaded from <http://www.law-net.eu/>; comments made on that Web site will be appreciated and considered.

³ DCFR Interim Outline Edition (Note 1), pp. 41–48, lists more than 150 names of senior and junior researchers from all Member States, Norway and Switzerland. These lists do not yet include the names of those researchers who kindly wrote (or offered to write) additional notes to complement and update the comparative material already contained in the Principles of European Contract Law (PECL, see Note 12 below).

⁴ For more information on this Network see its homepage at <http://www.copecl.org>.

⁵ At present it is a completely open question whether there will be an optional instrument providing for a further legal system, additional to the national legal systems, which might be chosen under conflicts of laws rules as the applicable law. During the deliberations on the so-called Rome I Regulation on the law applicable to contractual obligations, the provision included originally as article 3 (2) was deleted. (It provided that "[t]he parties may also choose as the applicable law the principles and rules of the substantive law of contract recognised internationally or in the Community"; see COM(2005) 650 final (OJ C 318, 23.12.2006, pp. 56–61).) Its content in terms of legal policy, however, was re-introduced at a later point. The European Parliament insisted on prefacing the text of the articles with a new recital 8a (now recital 13 preceding the final text of the Rome I Regulation published in OJ L 177, 4.07.2008, pp. 6–16), which reads: "This Regulation does not preclude parties from incorporating by reference into their contract a non-State body of law or an international convention" (European Parliament 2004–2009, session document A6-0450/2007 of 21 November 2007; see also the debates of 29 November 2007. Available at <http://www.europarl.europa.eu/sides/getDoc.do?type=REPORT&mode=XML&reference=A6-2007-0450&language=EN> (10.08.2008)). Unfortunately, however, it is not entirely clear whether the freedom of choice of law provided for in article 14 of the Rome II Regulation (Regulation (EC) No. 864/2007 of the European Parliament and the Council of 11 July 2007 on the law applicable to non-contractual obligations. – OJ L 199, 31.07.2007, p. 40) in relation to non-contractual obligations can also be extended to the (D)CFR.

2. Definitions: The emergence of a rule-based common European legal terminology

Apart from an introduction and some tables and indices, the DCFR Interim Outline Edition contains, as its title explains, principles, definitions, and model rules of European private law. This complies with the scheme set out in the European Commission's communications of 2003⁶ and 2004⁷ and our agreement with the commission.⁸

The purpose of 'definitions' seems self-evident. They are part of the so-called 'toolbox function' assigned to the CFR and serve as suggestions for the development of a uniform European legal terminology. DCFR I.-1:103 (1), therefore, expressly incorporates the list of terminology in Annex 1 as part of the DCFR.⁹ This drafting technique, by which the definitions are set out in an appendage to the model rules¹⁰, was chosen in order to keep the first book ('General Provisions') short.¹¹ (The research teams definitely did not want to conjure up a kind of *Allgemeiner Teil* in the famous abstract BGB style!) This technique also enables the list of terminology to be extended at any time without great editorial labour. The substance is partly distilled from the *acquis communautaire* but is predominantly derived from the model rules of the DCFR.

Our decision to comply with the European Commission's and many stakeholders' requests for such a list of terminology (whose main author and drafter is Professor Eric Clive, Edinburgh) caused us some concerns for a while, because some members of the research teams thought that, in the worst of all political scenarios, it could come to pass that the definitions are accepted while the bulk of our work — the model rules and the comments and notes that accompany them — is put aside! That risk might not be very likely to be realised, but it justifies the remark that, if the definitions are essential for the model rules, it is also true that the model rules are essential for the definitions. There would be little value in a set of definitions that is internally inconsistent. The definitions can be seen as components that can be used in the creation of rules and sets of rules, but there is no point in having components that are incompatible with each other and cannot fit together. In contrast to a dictionary of terms assembled from disparate sources, the definitions in the annex have been tested in the model rules and revised and refined as the model rules have developed. Ultimately, definitions cannot be composed without model rules, nor can model rules be drafted without definitions. A common European legal terminology must be rule-based; otherwise no common legal terminology will ever emerge.

The definitions are drafted in plain and intelligible language; their style is straightforward and as 'simple' as possible. An example extract is this: "*Corporeal*, in relation to property, means having a physical existence in solid, liquid or gaseous form. A *creditor* is a person who has a right to performance of an obligation, whether monetary or non-monetary, by another person, the debtor. *Damage* means any type of detrimental effect. It includes loss and injury. *Loss* includes economic and non-economic loss. *Economic loss* includes loss of income or profit, burdens incurred and a reduction in the value of property. *Non-economic loss* includes pain and suffering and impairment of the quality of life. *Damages* means a sum of money to which a person may be entitled, or which a person may be awarded by a court, as compensation for some specified type of damage. *Compensation* means reparation in money." One definition builds upon another, and every term defined has its source in a rule. Moreover, artificial expressions are avoided. A melted piece of iron, for example, is a 'corporeal' item, but it is certainly not 'tangible'!

⁶ 'Action Plan on a More Coherent European Contract Law' of 12 February 2003, COM(2003) 68 final. – OJ C 63, 15.03.2003, p. 1.

⁷ 'European Contract Law and the revision of the *acquis*: the way forward'. Communication from the Commission to the European Parliament and the Council, COM(2004) 651 final, 11 October 2004. Available at <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=COM:2004:0651:FIN:EN:PDF> (10.08.2008).

⁸ On the latter see C. von Bar, H. Schulte-Nölke. *Gemeinsamer Referenzrahmen für europäisches Schuld- und Sachenrecht*. – *Zeitschrift für Rechtspolitik (ZRP)* 2005, pp. 165–168; C. von Bar. *Der Gemeinsame Referenzrahmen*. – *Zeitschrift für Gemeinschaftsprivatrecht (GPR)* 2005, p. 1.

⁹ The article reads: "The definitions in Annex 1 apply for all the purposes of these model rules unless otherwise provided or the context otherwise requires."

¹⁰ DCFR Interim Outline Edition (Note 1), pp. 329–346.

¹¹ Annex 2 contains rules on computation of time. We thought we should not burden Book I with model rules of a purely technical and therefore somewhat 'dull' or at any rate 'deadening' nature. So the reason for having a second appendage is more aesthetic than substantive.

3. Model rules

The greatest part of the DCFR consists of ‘model rules’ — all in all 640 articles. They reproduce, in the style of a ‘Restatement’ or ‘Code’ document, our understanding of the current law and, where that appeared necessary, our notions for its further development. What in the context of the ‘Principles of European Contract Law’^{*12} and the series of publications of the Study Group^{*13} and the Acquis Group^{*14} have been denoted as ‘principles’ are in the terminology of the DCFR ‘model rules’.

The latter notion also requires some explanation. We are using the adjective ‘model’ to indicate that the rules are not put forward as having any normative force. They are soft-law rules. Whether they are used as a model for any legislation — in particular, for improvement of the internal coherence of the *acquis communautaire* — is for others to decide.

For reasons of space and time, it is impossible here to discuss any of these model rules in detail. An overview of their structure and coverage must suffice. Our model rules are organised into 10 books. Of these, the interim outline edition contains Books I–VII; Books VIII–X will follow in the full edition. Book I (‘General Provisions’) is a short and general guide for the reader on how to use the whole text — dealing, for example, with its intended scope of application, how it should be interpreted and developed, and where to find definitions of key terms. Books II (‘Contracts and Other Juridical Acts’) and III (‘Obligations and Corresponding Rights’) cover the revised material in the existing Principles of European Contract Law^{*15} — general rules on contracts and other juridical acts, and general rules on contractual and other obligations — and the equally revised and adapted material in the *acquis* principles.^{*16} Books II and III have been structured around a clear and coherent use of the key terms ‘contract’^{*17} and ‘obligation’.^{*18} A contract is seen as a type of agreement — a type of juridical act — and distinguished from the legal relationship, usually involving reciprocal sets of obligations and rights, resulting from it. Book II deals with contracts as juridical acts, and Book III deals with the obligations and rights resulting from contracts seen as juridical acts, as well as with non-contractual obligations and rights.

The later books, from Book IV on, gave rise to much less difficulty as far as structure was concerned. It was settled that the order would be as follows: specific contracts and the rights and obligations arising from them (Book IV), benevolent intervention in another’s affairs (Book V), non-contractual liability arising out of damage caused to another (Book VI), and unjustified enrichment (Book VII). Acquisition and loss of ownership in movables will be the subject matter of the forthcoming Book VIII, proprietary security rights in movable assets will form the stuff of Book IX, and trusts Book X.

¹² O. Lando, H. Beale (eds.). Principles of European Contract Law Parts I and II. Prepared by the Commission on European Contract Law. The Hague 1999; O. Lando, E. Clive, A. Prüm, R. Zimmermann (eds.). Principles of European Contract Law. Part III. The Hague, London, Boston 2003. Translations are available, *inter alia*, in French (Principes du droit européen du contrat. Version française préparée par G. Rouhette, avec le concours de I. de Lamberterie, D. Tallon, C. Witz. – Droit privé comparé et européen. Vol. 2. Paris 2003); German (Grundregeln des Europäischen Vertragsrecht. Teile I und II. Kommission für Europäisches Vertragsrecht. Deutsche Ausgabe von C. von Bar, R. Zimmermann. München 2002; Grundregeln des Europäischen Vertragsrecht. Teil III. Kommission für Europäisches Vertragsrecht. Deutsche Ausgabe von C. von Bar, R. Zimmermann. München 2005); Italian (Commissione per il Diritto Europeo dei Contratti. Principi di Diritto Europeo dei Contratti. Parte I & II. Edizione italiana a cura di C. Castronovo. Milano 2001; Commissione per il Diritto Europeo dei Contratti. Principi di Diritto Europeo dei Contratti. Parte III. Edizione italiana a cura di C. Castronovo. Milano 2005) and Spanish (Principios de Derecho Contractual Europeo. Partes I y II. Edición española a cargo de P. B. Bennloch, J. M. E. Irujo, F. M. Sanz. Madrid 2003). For further translations (sometimes of the articles of Books I and II only) see http://frontpage.cbs.dk/law/commission_on_european_contract_law/index.html (10.08.2008).

¹³ So far six volumes have appeared: Principles of European Law. Study Group on a European Civil Code. Service Contracts (PEL SC). Prepared by M. Barendrecht, C. Jansen, M. Loos, A. Pinna, R. Cascão, S. van Gulijk (Sellier, Bruylant, Staempfli, Oxford University Press 2006); Principles of European Law. Study Group on a European Civil Code. Benevolent Intervention in Another’s Affairs (PEL Ben.Int.). Prepared by Christian von Bar (Sellier, Bruylant, Staempfli, Oxford University Press 2006); Principles of European Law. Study Group on a European Civil Code. Commercial Agency, Franchise and Distribution Contracts (PEL CAFDC). Prepared by M. W. Hesselink, J. W. Rutgers, O. B. Diaz, M. Scotton, M. Veldmann (Sellier, Bruylant, Staempfli, Oxford University Press 2006); Principles of European Law. Study Group on a European Civil Code. Personal Security (PEL Pers.Sec.). Prepared by U. Drobnig (Sellier, Bruylant, Staempfli, Oxford University Press 2007); Principles of European Law. Study Group on a European Civil Code. Lease of Goods (PEL LG). Prepared by K. Lilleholt, A. Victorin, A. Fötschl, B.-E. R. Konow, A. Meidell, A. Bjøranger Tjørum (Sellier, Bruylant, Staempfli, Oxford University Press 2008), and Principles of European Law. Study Group on a European Civil Code. Principles of European Law on Sales (PEL S). Prepared by E. Hondius, V. Heutger, C. Jeloschek, H. Sivesand, A. Wiewiorowska (Sellier, Bruylant, Staempfli, Oxford University Press 2008).

¹⁴ Principles of the Existing EC Contract Law (*Acquis* Principles). Contract I: Pre-contractual Obligations. Conclusion of Contract. Unfair Terms. Prepared by the Research Group on the Existing EC Private Law (Acquis Group). Sellier 2007. In preparation: Contract II: Performance. Non-Performance. Remedies (Sellier 2008) and further volumes on specific contracts and extra-contractual matters.

¹⁵ Note 12 above.

¹⁶ Note 14 above.

¹⁷ In the DCFR Interim Outline Edition Annex I (Definitions) a ‘contract’ is now defined as “an agreement which gives rise to, or is intended to give rise to, a binding legal relationship or which has, or is intended to have, some other legal effect. It is a bilateral or multilateral juridical act” (*loc. cit.* p. 332).

¹⁸ “An *obligation* is a duty to perform which one party to a legal relationship, the debtor, owes to another party, the creditor” (*loc. cit.* p. 340).

It follows from this overview that we went significantly beyond contract law and moved also into the most important areas of non-contractual obligations; moreover, the final edition will explain why and how we have approached the areas of property law just mentioned. On the other hand, all matters that are excluded from the DCFR's intended field of application are listed in DCFR I.–1:101 (2).¹⁹ These are primarily family law, the law of succession, and land law.

The reasons for our decision to make the coverage of the DCFR broader than what the European Commission seems to have (or have had) in mind for the coverage of the CFR²⁰ are manifold. (i) The 'academic' frame of reference is not subject to the constraints of the 'political' frame of reference. Although the DCFR is linked to the CFR, it is conceived of as an independent text. The research teams started in the tradition of the Commission on European Contract Law but with the aim of extending the coverage of its work. When this undertaking started, there were no political discussions in progress on the creation of a CFR of any kind, neither for contract law nor for any other part of the law. (ii) Our contract with the Research Directorate-General to receive funding under the Sixth European Framework Programme on Research reflects this; it obliges us to address all of the matters listed above. (iii) Rules on general contract law need to be tested to determine whether or in what respect they have to be adjusted, amended, and revised within the framework of the most important of the so-called specific contracts. (iv) The DCFR cannot and must not contain just rules dealing with consumer contracts. The researchers concur in the view that consumer law does not stand on its own as an isolated area of private law. It involves some deviations from the general principles of private law but cannot be developed without them. (v) 'Private law' for this purpose is not confined to the law on contract and contractual obligations. The correct dividing line between contract law (in this broad sense) and some other areas of law is in any event difficult to determine precisely.²¹ The DCFR therefore approaches the whole of the law of obligations as an organic entity or unit.

(vi) It is not only the law on specific contracts that has its repercussions for the drafting of the general rules. For example, the work done on unjustified enrichment showed that rather more developed rules were needed on the restitutionary effects of terminated contractual relationships. And the work on the acquisition and loss of ownership in movables (and also on proprietary security rights in movable assets) fed back into the treatment of assignment in Book III. (vii) In order to provide a consistent European legal terminology, the CFR must cover many terms and concepts that are referred to in directives without being defined. It is not only contract law terminology in the strict sense to which these directives refer. Consumer directives frequently presuppose rules on unjustified enrichment law; and those on pre-contractual information refer to or presuppose rules that in many systems are classified as rules of non-contractual liability for damage.²² (viii) A uniform legal terminology is needed not only in the area of substantive law but also in that areas of private international law for which there is already a clear jurisdictional basis in Community law. The difficulties that the authors of the Rome II Regulation faced in respect of 'delict/tort' are a striking example of this.²³

(ix) In cases of doubt, topics should be included. Excluding too many topics from the CFR will result in it becoming a fragmented patchwork, thus replicating a major fault in existing EU legislation on a larger scale. Nor can there be any harm in a broad CFR. It merely provides language and definitions for use, when needed, in the closely targeted legislation that is, and will probably remain, characteristic of European Union private law. (x) The range of subjects that are already part of the *acquis communautaire* today is clearly much broader than the scope of contract law. For example, there is not just the Products Liability Directive with its difficult notion of damage and damages; there is also some private law *acquis* in the area of retention of ownership (or title).²⁴ Should the political institutions someday decide to make use of the intensive work being carried out

¹⁹ DCFR I.–1:101 (Intended Field of Application) reads: "(1) These rules are intended to be used primarily in relation to contractual and non-contractual rights and obligations and related property matters. (2) They are not intended to be used, or used without modification or supplementation, in relation to rights and obligations of a public law nature, or in relation to: (a) the status or legal capacity of natural persons; (b) wills and succession; (c) family relationships, including matrimonial and similar relationships; (d) bills of exchange, cheques and promissory notes and other negotiable instruments; (e) employment relationships; (f) the ownership of, or rights in security over, immovable property; (g) the creation, capacity, internal organisation, regulation or dissolution of companies and other bodies corporate or unincorporated; (h) matters relating primarily to procedure or enforcement. (3) Further restrictions on intended fields of application are contained in later Books."

²⁰ See Notes 6 and 7.

²¹ See, in more detail, C. von Bar, U. Drobnič (eds.), *The Interaction of Contract Law and Tort and Property Law in Europe*. Munich 2004. This study was conducted on behalf of the European Commission.

²² See also the 30th recital prepended to the Rome II Regulation (Note 5), in which the difficulties that European law has with the concept of culpa in contrahendo are perfectly manifest. It reads: "Culpa in contrahendo for the purposes of this Regulation is an autonomous concept and should not necessarily be interpreted within the meaning of national law. It should include the violation of the duty of disclosure and the breakdown of contractual negotiations. Article 12 covers only non-contractual obligations presenting a direct link with the dealings prior to the conclusion of a contract. This means that if, while a contract is being negotiated, a person suffers personal injury, Article 4 or other relevant provisions of this Regulation should apply."

²³ The Regulation consistently opts for the formulation "tort/delict"; in other words, no uniform expression has been found for this area of the law. The DCFR in contrast proposes in Book VI to speak of "non-contractual liability arising out of damage caused to another".

²⁴ See Late Payments Directive (2000/35/EC. – OJ L 200, 8.08.2000, pp. 35–38) article 4 and Insolvency Regulation (Council Regulation (EC) No. 1346/2000. – OJ L 160, 30.06.2000, pp. 1–18) article 7.

on the creation of a Eurohypothech, it will soon become apparent that such a decision requires a suitable legal ‘environment’ for such a security — not only in respect of loan agreements but also in respect of the transfer of dependent and independent security rights.

4. Principles

The title of the DCFR Interim Outline Edition also promises its readers ‘Principles’ of European private law. That notion has different roots, and it consequently caused us much concern. The European Commission’s communications (referred to earlier) related to the CFR employ the concept of principles but do not elaborate on it. One possible interpretation would have been to read this in the sense in which the notion of principles is used within the PECL — i.e., as (model) ‘rules’.²⁵ However, the notion of principles, particularly when they are qualified by the adjective ‘fundamental’, can equally denote the core aims and underlying values of the DCFR. We, the researchers, felt that we should understand the concept in both ways. In the CFR, the most appropriate place to elaborate on such fundamental values might be a set of well-balanced recitals introducing the model rules. For the DCFR, however, it seemed premature to draft such recitals; the public might have easily misconstrued them as evidence of the ‘fact’ that in reality the researchers had drafted a proposal for legislation. We therefore explained in the introduction to the DCFR which values we pursued in our model rules and how they can be traced there: justice, freedom, protection of human rights, economic welfare, solidarity, and social responsibility. Insofar as it is the European Union that shapes private law, some specific aims needed to be added to this list — in particular, promotion of the internal market and preservation of cultural and linguistic plurality. Furthermore, we have given much weight to some more ‘formal’ aims, such as rationality, legal certainty, predictability, and efficiency.

5. Support from Estonia

Countries that are dependent on export trade should have a vital interest in the promotion of a common framework for the exchange of goods and services. This is the core argument, we understand, put forward by the Government of Estonia at the 2007 Tartu conference in support of the CFR and of our work. We are grateful for that support. We sincerely hope that the spirit of that important conference will contribute to good policy-making in the years to come.

²⁵ PECL article 1:101 (1).