

*Article 8***Verification of Legally Produced Timber**

1. Ghana shall implement a system or systems to verify that timber products for shipment have been legally-produced and that only shipments verified as such are exported to the Community. The system for verification should include checks of compliance in order to provide assurance that the timber products destined for export to the Community have been legally produced and that FLEGT licences are not issued in respect of shipments of timber that have not been legally-produced, or are of unknown sources. The system shall also include procedures to ensure that timber of illegal or unknown origin does not enter the supply chain.

2. The system for verification that shipments of timber products have been legally produced is set out in Annex V.

*Article 9***Consultations on validity of Licences**

1. If doubt as to the validity of any licence arises, the competent authority concerned may ask the licensing authority for additional information and seek further clarification. If no answer is received by the competent authority within 21 calendar days, the competent authority shall act in accordance with national legislation in force and shall not accept the licence. If, following the provision of additional information and further investigation, it is established that information on the licence does not correspond to the shipment, the competent authority shall act in accordance with national legislation in force and shall not accept the licence.

2. Where persistent disagreements or difficulties arise in consultations concerning FLEGT licences, the matter may be referred to the Joint Monitoring and Review Mechanism.

*Article 10***Independent Monitoring**

1. Ghana shall engage the services of an Independent Monitor in consultation with the Community for the purposes of the functions listed in Annex VI.

2. The Independent Monitor shall be an entity that has no conflict of interest arising from any organisational or commercial relationship with the Community, or Ghana's forest sector regulatory authorities, its licensing authority, any bodies engaged by its licensing authority to verify legal timber production, or any commercial operators in its forest sector.

3. The Independent Monitor shall operate in accordance with a documented management structure and with published policies and procedures that meet internationally-accepted best practices defined by ISO 17021 (requirements for conformity assessment bodies) and ISO 19011 (guidelines for auditing procedures) or equivalent standards.

4. The Independent Monitor shall refer complaints arising from its work to the Joint Monitoring and Review Mechanism.

5. The Independent Monitor will regularly prepare full and summary reports as outlined in Annex VI.

6. The Parties will facilitate the work of the Independent Monitor including by ensuring that the Monitor has access to information as required in territories of both Parties in order to carry out its functions. However, the Parties, in accordance with their national legislation on data protection, may withhold any information which they are not permitted to communicate.

*Article 11***Irregularities**

The Parties shall inform each other if they suspect or have found evidence of any circumvention or irregularity in the FLEGT Licensing Scheme, including in relation to the following:

- (a) circumvention of trade, including by the re-direction of trade from Ghana to the Community via a third country, where there is reason to believe that this is done with the intention of avoiding licensing;
- (b) FLEGT licences being issued to timber products that include imports of suspect sources from third countries; or
- (c) fraud in the obtaining or use of FLEGT licences.

*Article 12***Date of Operation of the FLEGT Licensing Scheme**

1. Both Parties shall notify each other through the Joint Monitoring and Review Mechanism when they consider they have made the necessary preparations for the FLEGT Licensing Scheme to become fully operational.

2. The Parties, through the Joint Monitoring and Review Mechanism, shall commission an independent assessment of the scheme using the criteria set out in Annex VII. The assessment will determine that the legality assurance underpinning the FLEGT licensing scheme as described in Annex V adequately fulfils its functions and that the systems in place in the Community for receiving, verifying and accepting FLEGT licences, as set out in Article 5 and Annex III, are in place in the Community.

3. On the basis of the recommendations of the Joint Monitoring and Review Mechanism, the two Parties shall agree on a date from which the FLEGT Licensing Scheme should start full operation.

4. Both Parties shall consider the recommendation and notify each other in writing of their agreement with the recommendation.

GENERAL PROVISIONS

Article 13

Application of FLEGT Licensing Scheme to Timber Products Not Exported to the Community

1. Ghana shall endeavour to verify the legality of timber sold on domestic markets and of imported timber, using, where possible, the systems developed for the implementation of this Agreement.

2. In support of such endeavours, the Community shall encourage, where appropriate and in dialogue with interested parties, the use of the systems developed for the implementation of this Agreement.

Article 14

Schedule for implementation of the Agreement

1. The Parties agree to the implementation schedule set out in Annex VIII.

2. The Parties, working through the Joint Monitoring and Review Mechanism, will evaluate progress made in implementation with reference to the schedule set out in Annex VIII.

Article 15

Supporting Measures

1. The Parties agree that in order to address the root causes and drivers of illegal logging, supplemental measures are required to strengthen sector governance and the legal framework. Particularly with regard to tackling the challenges of growing domestic demand and the need to retool industry to remain competitive, Ghana shall endeavour to undertake measures as outlined in Annexes IX and II.

2. The Parties have identified the areas set out in Annex IX as those in which there is a need for technical and financial resources in order to implement this Agreement.

3. The provision of such resources shall be subject to the procedures governing the Community assistance as foreseen in

the Cotonou Agreement and in those governing the bilateral EU Member States' assistance to Ghana.

4. The Parties shall ensure that activities implemented under this Agreement are coordinated with existing and future relevant development programmes and initiatives.

Article 16

Stakeholder Involvement in the Implementation of the Agreement

1. Ghana, where feasible, shall endeavour to encourage stakeholder consultation in the implementation of this Agreement.

2. Ghana, in line with its principle of participatory management and protection of forest and wildlife resources, will promote appropriate strategies, modalities and programmes in consultation with relevant stakeholders in the implementation of this Agreement.

3. The Community will hold regular consultations with stakeholders on the implementation of this Agreement, taking into account its obligations under the 1998 Aarhus Convention on access to information, public participation and access to justice in environmental matters.

Article 17

Social Safeguards

1. In order to minimise possible adverse impacts, the Parties agree to develop a better understanding of the livelihoods of potentially affected indigenous and local communities as well as the timber industry, including those engaged in illegal logging.

2. The Parties will monitor the impacts of this Agreement on those communities and other actors identified in paragraph 1, while taking reasonable steps to mitigate any adverse impacts. The Parties may agree on additional measures to address adverse impacts.

Article 18

Market incentives

Taking into account its international obligations, the Community shall strive to promote favourable access to its market for the timber products covered by this Agreement. Such efforts will include:

(a) the encouragement of public and private procurement policies that recognise efforts to ensure a supply of legally harvested forest produce; and