

- (b) the number of FLEGT licences issued by Ghana;
- (c) progress in the achievement of the objectives and the time-bound actions in the Agreement and matters relating to the implementation of the Agreement;
- (d) actions to prevent illegally-produced timber products being exported to non-Community markets or traded on the domestic market;
- (e) actions taken to prevent imports of illegally-produced timber products and maintain the integrity of the FLEGT licensing Scheme;
- (f) quantities of timber products imported to the Community under the FLEGT licensing scheme, according to the relevant HS headings and EU Member State in which importation into the Community took place;
- (g) number of FLEGT licences received by the Community;
- (h) number of cases and quantities of timber products involved where Article 9(1) has been applied.

Article 21

Communication on implementation of the Agreement

1. The representatives of the Parties responsible for official communications concerning implementation of this Agreement are:

For Ghana:	For the Community:
Minister of Lands, Forestry and Mines	Head of Delegation, EC in Ghana

2. The Parties shall communicate to one another in a timely manner the information necessary for implementing this Agreement.

Article 22

Confidential Information

1. Each Party agrees to maintain, to the extent required under its laws, the confidentiality of confidential information exchanged under this Agreement. Neither Party shall disclose to the public, nor permit its authorities to disclose, information exchanged under this Agreement that constitutes trade secrets or confidential commercial information.

2. Subject to paragraph 1, the following information shall not be considered confidential:

- (a) the number and type of FLEGT licences issued by Ghana and received by the Community and the volume of timber products exported from Ghana and received by the Community under such licences;

- (b) the name and address of the licence holder and of the importer.

Article 23

Territorial application

This Agreement shall apply, on the one hand, to the territory in which the Treaty establishing the European Community is applied under the conditions laid down in that Treaty and, on the other hand, to the territory of Ghana.

Article 24

Settlement of disputes

1. Parties shall seek to resolve any dispute concerning the application or interpretation of this Agreement by means of prompt consultations.

2. If a dispute has not been settled by means of consultations within two months from the date of the initial request for consultations, either Party may refer the dispute to the JMRM which shall endeavour to settle the dispute. The JMRM shall be provided with all relevant information for an in-depth examination of the situation with a view to finding an acceptable solution. To this end, the JMRM shall be required to examine all possibilities for maintaining the good functioning of this Agreement.

3. In the event that the JMRM is unable to settle the dispute within two months, the Parties may jointly seek the good offices of, or request mediation by, a third party.

4. In the event of it not being possible to settle the dispute in accordance with paragraph 3, either Party may notify the other of the appointment of an arbitrator; the other party must then appoint a second arbitrator within 30 calendar days of the appointment of the first arbitrator. The Parties jointly shall appoint a third arbitrator within two months of the appointment of the second arbitrator.

5. The arbitrator's decisions shall be taken by majority vote within six months of the third arbitrator being appointed.

6. The award shall be binding on the Parties and it shall be without appeal.

7. The JMRM shall establish the working procedures for arbitration.