

# ANNEX X –Joint Monitoring and Review Committee (JMRC)



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## ANNEX X

### JOINT MONITORING AND REVIEW COMMITTEE

The Parties, in exercising the powers and obligations under Article 19 of this Agreement, establish the Joint Monitoring and Review Committee (JMRC).

The Parties shall appoint their representatives to the JMRC.

The JMRC shall function, in accordance with rules of procedures it will develop and adopt.

The specific functions and tasks of the JMRC relate to the management, monitoring and review of the implementation of the Agreement, including the management of the independent audit. The JMRC shall also promote dialogue and the exchange of information between the Parties.

#### 1. Management of this Agreement:

The JMRC shall:

- a) conduct an independent assessment of the operational readiness of the Guyana Timber Legality Assurance System (GTLAS) according to criteria described in Annex VIII. The assessment shall determine whether the GTLAS underpinning the FLEGT licensing scheme as described in Annex V adequately fulfils its functions;
- b) propose the date on which the Forest Law Enforcement, Governance and Trade (FLEGT) Licensing Scheme should be fully operational;
- c) receive notification from either Party if they suspect or have evidence of any circumvention or irregularity in the implementation of the FLEGT Licensing Scheme, and to identify any required follow-up in accordance with Article 11 of this Agreement;
- d) develop and adopt the Implementation Schedule as well as a monitoring and evaluation framework to track progress of the Schedule.
- e) {review and comment on the GTLAS implementation guidelines, verification manuals and the methodology and criteria for the risk-based approaches included in the GTLAS during implementation of the Agreement;}
- f) examine complaints relating to the FLEGT licensing scheme within the territory of either or both of the Parties;
- g) maintain specific records to tracks all changes made to the Annexes to this Agreement and minutes of relevant meetings with stakeholder groups. These records will be maintained from ratification through licensing and beyond;
- h) make recommendations, in order to help attain the objectives of the Agreement, including on capacity building and the participation of the private sector, civil

society and Indigenous stakeholders;

- i) establish working groups as needed to address any aspects of the implementation of the Agreement that may need special attention;
- j) prepare and publish Annual Reports on the implementation of the Agreement in accordance with Annex IX, based on the information from the Parties;
- k) receive and discuss proposals from either Party seeking to amend the Agreement or its Annexes; submit recommendations to each of the Parties on any proposed amendment to this Agreement; and adopt any amendment to the Annexes to the Agreement, in accordance with Article 25 of this Agreement.
- l) deal with any other question associated with implementation of the Agreement, following a proposal by one or both of the Parties;
- m) seek an acceptable solution, in the event of a difference of opinion between the Parties, in relation to the application and/or interpretation of the Agreement, as described in Article 24 of the Agreement.

## 2. Monitoring and review of the Agreement

The JMRC shall:

- a) monitor progress made in achieving the objectives outlined in Annex VII;
- b) ensure that the assessment of the social, economic and environmental impacts of the Agreement, is in accordance with good practice and criteria to be agreed by the Parties, and propose appropriate solutions to any problem identified by this assessment;
- c) ensure that regular assessments of the implementation of this Agreement VPA are carried out, including spot checks if applicable;
- d) ensure monitoring and reporting of the domestic and International market situation at regular intervals, propose any necessary studies and recommend action to take on the basis of the market analysis reports;

## 3. Management of the Independent Audit

The JMRC shall:

- a) give a no-objection to the appointment of the Independent Auditor selected by the Parties and contracted by Guyana, based on the Terms of Reference for the Independent Auditor contained in Annex VI of this Agreement.
- b) give a no-objection to the renewal of the Independent Auditor's contract as may be required.
- c) examine the reports of the Independent Auditor;

- d) propose actions to be taken in order to resolve the questions and recommendations contained in the Independent Audit reports;
  - e) examine complaints by third parties regarding the operations of the Independent Auditor;
  - f) approve the manual of procedures developed and submitted by the Independent Auditor and approve the audit report proposed by the Independent Auditor in the context of the documented procedures;
  - g) agree on the Independent Auditor schedule of work and recommend additional audits as appropriate;
  - h) examine, comment on and approve the Independent Auditor's provisional reports to be made public as appropriate;
  - i) request a specific additional report from the Independent Auditor where needed;
  - j) monitor, as necessary, corrective measures taken by the Parties in order to resolve the problems identified by the Independent Auditor;
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