

VOLUNTARY PARTNERSHIP AGREEMENT

BETWEEN THE EUROPEAN UNION

AND THE COOPERATIVE REPUBLIC OF GUYANA

ON FOREST LAW ENFORCEMENT, GOVERNANCE AND TRADE

IN TIMBER PRODUCTS INTO THE EUROPEAN UNION

THE COOPERATIVE REPUBLIC OF GUYANA, hereinafter referred to as "Guyana", and

THE EUROPEAN UNION, hereinafter referred to as 'the Union'

Hereinafter referred to together as "the Parties",

CONSIDERING the close working relationship between the Union and Guyana, particularly in the context of the Partnership Agreement between the members of the African, Caribbean and Pacific Group of States, on one part, and the European Community and its Member States, on the other, signed in Cotonou on 23 June 2000¹, revised in Luxembourg on 25 June 2005, hereinafter referred to as "the Cotonou Agreement";

CONSIDERING the Joint Caribbean-EU Partnership Strategy developed on the basis of the decision of the May 2010 EU-Caribbean Forum of the African, Caribbean and Pacific Group of States (CARIFORUM) Summit held in Madrid and elaborated jointly by the EU and CARIFORUM countries;

CONSIDERING the Economic Partnership Agreement between the CARIFORUM States and the European Community;

CONSIDERING the Communication from the Commission to the Council of the Union and the European Parliament "Forest Law Enforcement, Governance and Trade (FLEGT) – Proposal for an EU Action Plan" as a first step towards addressing urgent issues of illegal logging and associated trade;

REAFFIRMING the commitment to the Charter of the United Nations and having regard to the principles articulated in the Universal Declaration of Human Rights and the United Nations Declaration on the Rights of Indigenous Peoples;

REAFFIRMING the commitment to the International Covenant on Civil and Political Rights, the International Convention on the Elimination of All Forms of Racial Discrimination and the International Covenant on Economic, Social and Cultural Rights;

REAFFIRMING the importance of the principles and commitments set out in the Declaration of the 2030 Agenda for Sustainable Development of 2015, in particular the commitment to achieve

¹ OJ EC L 317, 15.12.2000, p. 3.

sustainable development in its three dimensions – economic, social and environmental – in a balanced and integrated manner;

RECALLING in this respect the Sustainable Development Goals and targets, in particular the target 15.2 to promote by 2020 the implementation of sustainable management of all types of forests, halt deforestation, restore degraded forests and substantially increase afforestation and reforestation globally;

AWARE of the importance of the principles of sustainable forest management set out in the 1992 Rio Declaration on Environment and Development and, in particular, of Principle 10 concerning the importance of public awareness and participation in environmental issues and of Principle 22 concerning the vital role of indigenous peoples and their communities and other local communities in environmental management and development;

RECOGNISING the role of forests as a key climate solution and RECALLING in this context the Paris Agreement on Climate Change, in particular Article 5 which calls for reducing emissions from deforestation and forest degradation, enhancing conservation and sustainable management;

HAVING REGARD to the Convention on International Trade in Endangered Species of Wild Flora and Fauna (CITES) and, in particular, the requirement that CITES export permits issued by the Parties To CITES for specimens of species listed in Appendices I, II or III be granted only under certain conditions, in particular that such specimens were not obtained in breach of the relevant laws for the protection of fauna and flora;

REAFFIRMING the importance attached by the Parties to the principles and rules that govern the multilateral trade, in particular the rights and obligations laid down in the General Agreement on Tariffs and Trade (GATT) 1994 and in other multilateral agreements listed in Annex IA to the Marrakesh establishing the World Trade Organization (WTO) of 1994 and the need to apply them in a transparent and non-discriminatory manner;

HAVING REGARD to Council Regulation (EC) No 2173/2005 of 20 December 2005 on the establishment of a FLEGT licensing scheme for the import of timber into the European Community;

RECOGNISING the commitment of Guyana to continue promoting good governance, sustainable forest management, law enforcement and trade in legal timber;

RECOGNISING that the implementation of a FLEGT Voluntary Partnership Agreement will further reinforce sustainable forest management and contribute to combating climate change through reduced emissions from deforestation and forest degradation and the role of conservation, sustainable management of forest and enhancement of forest carbon stocks in developing countries (REDD+);

Acknowledging that the Guyana Timber Legality Assurance System is designed to ensure the legality of all timber products covered by this Agreement irrespective of the destination;

ACKNOWLEDGING the importance of involving in the implementation of this Agreement all relevant stakeholders through their own representative institutions; within and outside the forestry sector, regardless of gender, age, location, religion or belief, ethnic origin, colour, language, disability or any other status including from the private sector, civil society, local and indigenous communities and other people dependent on forests;

REAFFIRMING, in that respect, the commitments of Guyana under the Constitution, national legislation and international instruments, effective mechanisms shall be set up for the contribution to the implementation of this Agreement;

RECOGNISING that the publication of non-confidential information is essential in facilitating the full and effective participation of all relevant and concerned stakeholders within and outside the forestry sector regardless of gender, age, location, religion or belief, ethnic origin, colour, language, disability or any other status provision of information shall be central in the implementation of this Agreement;

RESOLVED to minimise any adverse effects on relevant stakeholders within and outside the forest sector that may arise as a consequence of the implementation of this Agreement;

THE PARTIES HEREBY AGREE AS FOLLOWS:

Article 1

Objective

The objective of this Agreement, consistent with the Parties' common commitment to the sustainable management of all types of forests, is to provide a legal framework aimed at ensuring that all imports into the Union from Guyana of timber products covered by this Agreement have been legally produced and, thereby, to promote trade in timber products.

In addition, this Agreement provides a basis for dialogue and cooperation between the Parties to facilitate and promote full implementation of this Agreement and enhance forest law enforcement and governance.

Article 2

Definitions

For the purposes of this Agreement, the following definitions shall apply:

(a) "import into the Union" means the release for free circulation into the Union within the meaning of Article 201 of Regulation (EU) No 952/2013 of the European Parliament and of the Council of 9 October 2013 laying down the Union Customs Code of timber products which cannot be classified as "goods of a non-commercial nature" as defined in point 21 of Article 1 of Commission Delegated Regulation (EU) 2015/2446 of 28 July 2015 supplementing Regulation (EU) No 952/2013 of the European Parliament and of the Council as regards detailed rules concerning certain provisions of the Union Customs Code;

(b) "export" means the physical leaving or taking out of timber products from any part of the geographical territory of Guyana; except for timber products in transit through Guyana;

(c) "timber products in transit" means any timber products originating from a third country, which enter the territory of Guyana under customs control and leaves in the same form whilst retaining the country of origin;

(d) "timber products" means the products listed in Annex I;

(e) "HS code" refers to the four- or six-digit code as set out in the nomenclature of the Harmonised Commodity Description and Coding System established by the International Convention on the Harmonised Commodity Description and Coding System of the World Customs Organisation.

(f) "FLEGT licence" means a document which confirms that a shipment has been legally sourced and verified in accordance with the criteria laid down in this Agreement.

(g) "Licensing Authority" means the authority designated by Guyana to issue, and validate FLEGT licences;

(h) "Competent Authorities" means the authorities designated by the Member States of the Union to receive, verify and accept FLEGT licences;

(i) "shipment" means a quantity of timber products covered by a FLEGT licence that is sent by a consignor or a shipper from Guyana and is presented for release for free circulation at a customs office in the Union;

(j) "legally produced timber" (hereinafter also referred to as "legal timber") means timber products acquired, harvested, produced, processed, transported, and traded in accordance with the legislations in force in Guyana, as set out in Annex II and other relevant provisions of this Agreement; and, in the case of imported timber, it means timber products harvested, produced, processed, transported and exported in accordance with the relevant legislation of the country of harvest and the procedures described in Annex V;

(k) "release for free circulation" means a Union customs procedure which confers the customs status of Union goods or goods which are not from the Union (in accordance with Regulation (EU) No. 952/2013), entailing the collection of any import duties due; the collection, as appropriate, of other charges; the application of commercial policy measures and prohibitions and restrictions; and the completion of other formalities laid down in respect of the importation of goods.

Article 3

FLEGT licensing scheme

1. A Forest Law Enforcement Governance and Trade (FLEGT) licensing scheme is hereby established between the Parties. The FLEGT licensing scheme establishes a set of procedures and requirements aimed at verifying and attesting, by means of FLEGT licences, that timber products shipped to the Union from Guyana were legally produced. In accordance with Council Regulation (EC) No 2173/2005 of 20 December 2005 on the establishment of a FLEGT licensing scheme for imports of timber into the European Community and this Agreement, the Union shall accept such shipments from Guyana for import into the Union only if they are covered by FLEGT licences.

2. The FLEGT licensing scheme shall apply to the timber products listed in Annex I.

3. The Parties agree to take all measures necessary to implement the FLEGT Licensing Scheme within six years.

Article 4

Licensing Authority

1. Guyana shall designate the FLEGT Licensing Authority and notify the European Commission of its contact details. Both Parties shall make that information available to the public.

2. The Licensing Authority shall verify that timber products have been legally produced in accordance with the legislation listed in Annex II. The Licensing Authority shall issue FLEGT licences covering each shipment of timber products that are legally produced in Guyana and are destined for export to the Union.

3. With respect to imported timber, the Licensing Authority shall not issue FLEGT licences for products that have not been harvested, produced or exported in line with the legislation of the country of harvest and of the country of production.

4. The Licensing Authority shall maintain and make publicly available its procedures for issuing FLEGT licences.

5. The Licensing Authority shall also maintain records of all shipments covered by FLEGT licences and, consistent with national legislation concerning data protection, shall provide these records for the purposes of an Independent Audit, referred to in Article 10, whilst respecting the confidentiality of exporters' proprietary information.

Article 5

Competent Authorities of the Union

1. The European Commission shall inform Guyana of the contact details of the competent authorities designated by the Member States of the Union. Both Parties shall make this information available to the public.

2. The competent authorities shall verify that each shipment is covered by a valid FLEGT licence prior to releasing that shipment for free circulation in the Union. This release for free circulation may be withheld and the shipment held if there is any doubt as to the validity of the FLEGT licence in accordance with Annex III.

3. The competent authorities shall maintain and annually publish a record of FLEGT licences received.

4. According to national legislation on data protection, the competent authorities shall grant the persons or bodies designated by Guyana as the Independent Auditor, access to the relevant documents and data.

5. Article 5(2) shall not apply to timber products from species listed in the Appendices to the Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES) insofar as these products are covered by the examination procedures laid down in Council Regulation (EC) No 338/97 of 9 December 1996 on the protection of species of wild fauna and flora by regulating trade therein. However, timber and timber products covered by the examination procedures mentioned above are subject to the legality verification under the Guyana Timber Legality Assurance System referred to in Article 8.

Article 6

FLEGT licences

1. FLEGT licences shall be issued by the Licensing Authority as a means of attesting that timber products have been legally produced.
2. FLEGT licences shall be drawn up and completed in English on the form specified in Annex IV.
3. The Parties may, by agreement, establish electronic systems for the issuing, transmission and receipt of FLEGT licences.
4. The procedure for issuing FLEGT licences, the technical specifications and format are laid out in Annex IV.

Article 7

Definition of legally produced timber

1. For the purposes of this Agreement, a definition of "legally produced timber" is given in point (j) of Article 2 and specified in Annex II. This Annex sets out Guyana's national legislation and identifies the principles, criteria, indicators and verifiers required to prove compliance with such legislation. The Annex also describes Guyana legislation that shall be complied with in order for timber products to be covered by a FLEGT licence.

2. Guyana will carry out a review of the legal framework applicable to the forestry sector, as presented in Annex II with the aim of strengthening and implementing all relevant policies, laws, regulations, statutes, strategies, guidelines, voluntary measures and codes of practice.

Article 8

Verifying the legality of the timber produced or acquired

1. Guyana shall improve the existing system, for verifying that timber products have been legally produced and that only shipments verified as such are exported to the Union. The system for verifying legality shall include compliance checks in order to provide assurance that the timber products have been legally produced, irrespective of the intended market, and that FLEGT licences are not issued for shipments of timber products that have not been legally produced, or that are of unknown origin.

2. The Guyana Timber Legality Assurance System (GTLAS) shall include compliance checks and procedures to ensure that timber of illegal or unknown origin does not enter the supply chain.

2. The GTLAS for verifying that shipments of timber products to the Union have met the legal requirements is set out in Annex V.

Article 9

Release of shipments covered by a FLEGT licence

1. The procedures governing the release for free circulation in the Union of shipments covered by a FLEGT licence are described in Annex III.
2. Where a competent authority has reasonable grounds to suspect that a licence is not valid or authentic or does not conform to the shipment it purports to cover, it may apply procedures described in Annex III.
3. Where persistent disagreements or difficulties arise between the Licensing Authority and competent authorities concerning FLEGT licences, the matter shall be referred to the Joint Monitoring and Review Committee, referred to in Article 19.

Article 10

Independent Auditor

1. The Parties agree on the need to call on the services of an Independent Auditor at agreed intervals to assess the operation, credibility and efficiency of the GTLAS, as set out in Annex V.

2. Guyana shall engage the services of an Independent Auditor, in consultation with the Union, for the purposes of the tasks listed in Annex VI.

3. The Independent Auditor shall be a person or group of persons with no conflict of interest, including but not limited to conflicts resulting from an organisational or commercial relationship with the Union or with Guyana's forestry sector's regulatory authorities, its Licensing Authority or anybody given the responsibility of verifying the legality of timber production, or any operator exercising a commercial activity in its forestry sector.

4. The Independent Auditor shall operate in accordance with a documented management structure, and with published policies, methods and procedures that correspond to internationally-accepted best practices.

5. The Independent Auditor shall refer complaints arising from its work to the Joint Monitoring and Review Committee, referred to in Article 19.

6. The Independent Auditor shall submit its observations to the Parties in reports in accordance with the manual of procedures described in Annex VI. Reports of the Independent Auditor shall be published in accordance with the procedures set out in Annex IX.

7. The Parties shall facilitate the work of the Independent Auditor, ensuring in particular that it has access to documents, information and other materials necessary for the performance of its functions, and that it is able to record and duplicate them. In accordance with their respective national legislation on data protection, the Parties shall nonetheless refuse to disclose information that they are not permitted to communicate.

Article 11

Irregularities

The Parties shall inform each other in accordance with Article 21 if they have reasonable suspicion or have evidence of any circumvention of the FLEGT licensing scheme, including but not limited in relation to the following:

- (a) Circumvention of trade, including re-direction of trade from Guyana to the Union via a third country, where there is reason to believe that this is done with the intention of avoiding licensing requirements.
- (b) FLEGT licences covering timber products that contain timber from third countries that is suspected of being illegally produced.
- (c) Fraud in obtaining or using FLEGT licences.

Article 12

Date of operation of the FLEGT licensing scheme

1. The Parties shall notify each other through the Joint Monitoring and Review Committee, referred to in Article 19, when they consider they have made the necessary preparations for the FLEGT Licensing Scheme to become fully operational.

2. The Parties shall, through the Joint Monitoring and Review Committee, commission an independent assessment of the FLEGT licensing scheme on the basis of the criteria set out in Annex VIII. The assessment shall determine whether the GTLAS underpinning the FLEGT licensing scheme as described in Annex V adequately fulfils its functions.

3. The JMRC may then issue a recommendation for the commencement of the FLEGT licensing scheme.

4. On the basis of the recommendations of the Joint Monitoring and Review Committee, the Parties shall agree on a date on which the FLEGT licensing scheme should commence full operations.

5. The Parties shall notify each other in writing of this date.

Article 13

Application of the Guyana Timber Legality Assurance System (GTLAS) to timber products covered under this Agreement

1. Using the GTLAS, Guyana shall verify the legality of timber products exported to non-Union markets and timber products sold on its domestic market, and shall verify the legality of imported timber products using the system developed for implementing this Agreement.
2. In support of the application of the GTLAS, the Union shall encourage the use of the system with respect to trade in other international markets and with third countries.
3. The Union shall implement measures to prevent the placing on the Union market of illegally-harvested timber and products derived there from in accordance with its applicable legislation.

Article 14

Schedule for implementation of this Agreement

The Joint Monitoring and Review Committee referred to in Article 19 shall develop a schedule for the implementation of this Agreement and shall evaluate the progress of implementation with reference to that schedule.

Article 15

Supporting measures

1. The Parties have identified areas, listed in Annex VII, where there is a need for additional technical and financial resources in order to implement this Agreement.

2. Guyana shall ensure that the strengthening of its capacity to implement this Agreement is included in its national planning instruments, such as poverty reduction strategies and budgets.

3. The Parties shall ensure that activities associated with the implementation of this Agreement are coordinated with relevant existing and future development initiatives such as, amongst others, those supporting action to reduce emissions from deforestation and forest degradation and the role of conservation, sustainable management of forests and enhancement of forest carbon stocks in developing countries.

4. The provision of such resources shall be subject to the normal procedures of the Union and its Member States for programming assistance to Guyana and to the budgetary procedures of Guyana itself.

Article 16

Stakeholder involvement in implementation of this Agreement

1. Guyana shall ensure that the implementation and monitoring of this Agreement are done in a transparent and participatory manner together with all relevant stakeholders through their own institutions, regardless of gender, age, location, religion or belief, ethnic origin, colour, language, disability or any other status, including from the private sector, civil society, local and indigenous communities and other people dependent on forests.

2. Guyana shall ensure that the National Implementation Working Group (NIWG) is in place to monitor the implementation of this Agreement, and is made up of representatives of relevant Government agencies and representatives of all relevant stakeholders.

3. Guyana shall hold regular consultations with all relevant stakeholders regardless of gender, age, location, religion or belief, ethnic origin, colour, language, disability or any other status including from the private sector, civil society, local and indigenous communities and other people dependent on forests on the implementation of this Agreement. In that regard, it shall develop and employ strategies, modalities and programmes to meaningfully consult its stakeholders.

4. The Union shall hold regular consultations with its stakeholders on the implementation of this Agreement, taking into account its obligations under the 1998 Convention on Access to Information, Public Participation in Decision-making and Access to Justice in Environmental Matters (Aarhus Convention).

Article 17

Social safeguards

1. In order to minimise potential adverse effects on stakeholders within and outside the forest sector regardless of gender, age, location, religion or belief, ethnic origin, colour, language, disability or any other status the Parties hereby agree to regularly assess the impact of this Agreement.

2. The Parties shall monitor the impact of this Agreement on stakeholders and take reasonable and appropriate steps to mitigate any adverse effects. The Parties may agree on additional measures to address any adverse effect.

Article 18

Market incentives

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

- a.** the encouragement of public and private procurement policies that recognise efforts to ensure a supply of legally produced timber products; and
- b.** A more favourable perception of FLEGT- licenced products on the Union market.

Article 19

Joint Monitoring and Review Committee

1. The Parties shall establish a Joint Monitoring and Review Committee, hereinafter referred to as 'JMRC' to facilitate the management, monitoring and review of this Agreement, including the management of the independent audit. The JMRC shall also facilitate dialogue and exchanges of information between the Parties.
2. The JMRC shall be established within three months of the entry into force of this Agreement. Each Party shall nominate its representatives on the JMRC which shall take its decisions by consensus. The JMRC shall be co-chaired by senior officials designated by each Party.
3. The JMRC shall establish its own rules of procedure.
4. The JMRC shall meet at least twice a year on dates and at places agreed by the Parties.
5. The JMRC shall ensure that its work is transparent and that relevant information about its work and decisions is made available to the public.
6. The JMRC shall publish an annual report in accordance with the criteria set out in Annex X.
7. The specific functions of the JMRC are described in Annex IX.

Article 20

Reporting and public disclosure of information

1. Public access to information is essential to improve governance and therefore provision of relevant information to stakeholders shall be central for this Agreement. Information shall be made available to facilitate implementation and monitoring of systems, and thus improve stakeholder and consumer confidence as well as to ensure accountability of the Parties. Details of the information to be published are set out in Annex IX.

2. Each Party shall consider the most appropriate mechanisms (media, documents, Internet, workshops, annual reports) by which to disseminate the information to the public. In particular, the Parties shall endeavour to provide the various stakeholders associated with the forestry sector with reliable, relevant and up-to-date information using the mechanisms described in Annex IX.

Article 21

Communication on implementation of this Agreement

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

For Guyana: Honourable Minister of Foreign Affairs

For the Union: The Head of the Delegation of the Union in Guyana

2. The Parties shall communicate to each other in a timely manner the information necessary for implementing this Agreement, including changes regarding the representatives mentioned in paragraph 1.

Article 22

Confidential information

Each Party undertakes, within the limits of its laws, not to disclose confidential information exchanged under this Agreement. Neither Party shall disclose to the public, nor permit its authorities to disclose, trade secrets or confidential commercial information exchanged under this Agreement.

Article 23

Territorial application

This Agreement shall apply to the territory in which the Treaty on the Functioning of the Union is applied under the conditions laid down in that Treaty, on the one hand, and to Guyana, on the other.

Article 24

Settlement of disputes

1. Any dispute concerning the application or interpretation of this Agreement shall be settled by means of prompt consultations between the Parties.

2. These consultations shall be initiated by way of a written request indicating the issue(s) to be resolved and the date and place of the consultations.

3. If a dispute has not been settled by consultations within three (3) months from the date of the initial request for consultations, either Party may refer the dispute to the JMRC, which shall endeavour to settle it. The JMRC 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 JMRC shall be required to examine all possibilities for maintaining effective implementation of this Agreement.

4. In the event that the JMRC is unable to settle the dispute, the Parties may jointly seek the good offices of, or request mediation by, a third party.

5. If the dispute cannot be settled in accordance with paragraph 3, either Party may notify the other of the appointment of an arbitrator; the other Party shall then appoint a second arbitrator within thirty (30) calendar days of the appointment of the first arbitrator. The Parties shall jointly appoint a third arbitrator within two (2) months of the appointment of the second arbitrator.

5. The arbitrators' decisions shall be taken by majority vote within six (6) months of the third arbitrator being appointed.

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

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

Article 25

Amendments

1. A Party wishing to amend this Agreement shall submit a proposal to the other Party at least three months before the next meeting of the JMRC. The JMRC shall discuss the proposal and, if consensus is reached, shall make a recommendation. Each Party shall consider the recommendation and, if it agrees, approve it in accordance with its own legal procedures.

2. Any amendment approved by both Parties in accordance with paragraph 1 shall enter into force on the first day of the month following the date on which the Parties notify each other of the completion of the procedures necessary for this purpose.

3. The JMRC may adopt amendments to the Annexes to this Agreement.

4. Notification of any amendment shall be sent to the joint depositaries for this Agreement.

Article 26

Suspension

1. A Party wishing to suspend this Agreement shall notify the other Party in writing of its intention to do so. The matter shall subsequently be discussed between the Parties taking into consideration relevant stakeholders' views.

2. Either Party may suspend the application of this Agreement in the event that the other Party:

(a) fails to fulfil its obligations as specified under this Agreement, or

(b) fails to maintain the regulatory and administrative measures and means required to implement this Agreement, or

(c) through their omissions or actions poses significant risks to the environment, health, safety or security of the people of either the Union or Guyana.

The decision on suspension and the reasons for that decision shall be notified to the other Party in writing.

3. The conditions of this Agreement shall cease to apply 30 calendar days after notice as referred to in the second subparagraph of paragraph 2 is given.

4. Application of this Agreement shall resume 30 calendar days after the Party that has suspended its application informs the other Party that the reasons for the suspension no longer apply.

Article 27

Termination of this Agreement

Either Party may terminate this Agreement by notifying the other Party in writing providing its reasons for the termination.

This Agreement shall cease to apply twelve (12) months after the date of such notification.

Article 28

Duration

This Agreement shall remain in force for a period of ten (10) years unless the Parties suspend or terminate it in accordance with Articles 26 or 27 of this Agreement respectively. The Agreement shall be automatically extended for consecutive periods of five (5) years, unless a Party renounces the extension by notifying the other Party in writing at least twelve (12) months before this Agreement expires.

Article 29

Annexes

The Annexes to this Agreement shall form an integral part thereof.

Article 30

Authentic texts

This Agreement shall be drawn up in duplicate in the Bulgarian, Czech, Croatian, Danish, Dutch, English, Estonian, Finnish, French, German, Greek, Hungarian, Italian, Latvian, Lithuanian, Maltese, Polish, Portuguese, Romanian, Slovak, Slovenian, Spanish and Swedish languages, each of these texts being equally authentic. In the case of divergence of interpretation, the English text shall prevail.

Article 31

Commencement of the Agreement

1. This Agreement shall enter into force on the first day of the month following the date on which the Parties notify each other in writing of completion of their respective procedures necessary for this purpose.

2. Notification shall be sent to the Minister of Foreign Affairs of Guyana and to the Secretary-General of the Council of the Union, which shall be the joint depositaries for this Agreement.

IN WITNESS WHEREOF, the undersigned being duly authorised thereto, have signed this Agreement.

DONE at

For the Cooperative Republic of Guyana:

For the Union

Name: XXXX

Name: XXXX

Title: XXX

Title: XXX

Annexes

1. Annex I: product scope
2. Annex II: legality definition
3. Annex III: conditions governing the release for free circulation in the Union of timber products exported from Guyana and covered by a FLEGT licence
4. Annex IV: requirements and technical specifications for FLEGT licences
5. Annex V: the Guyana timber legality assurance system
6. Annex VI: terms of reference for the independent audit of the GTLAS
7. Annex VII: supporting measures and financing mechanisms
8. Annex VIII: criteria for assessing the operationality of Guyana's timber legality assurance system
- 9 annex IX: public access to information on the FLEGT licensing scheme
10. Annex X: joint monitoring and review committee