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European Union

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RELEX 901  
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DEVGEN 149  
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#### COVER NOTE

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From:	Secretary-General of the European Commission, signed by Ms Martine DEPREZ, Director
date of receipt:	13 July 2023
To:	Ms Thérèse BLANCHET, Secretary-General of the Council of the European Union
No. Cion doc.:	COM(2023) 383 final ANNEX
Subject:	ANNEXES to the proposal for a COUNCIL DECISION on the conclusion, on behalf of the Union, of the Voluntary Partnership Agreement between the European Union and the Republic of Côte d'Ivoire on forest law enforcement, governance and trade in timber and timber products to the European Union (FLEGT)

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Delegations will find attached document COM(2023) 383 final ANNEX.

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Encl.: COM(2023) 383 final ANNEX



Brussels, 13.7.2023  
COM(2023) 383 final

ANNEX

**ANNEXES**

*to the*

**proposal for a**

**COUNCIL DECISION**

**on the conclusion, on behalf of the Union, of the Voluntary Partnership Agreement  
between the European Union and the Republic of Côte d'Ivoire on forest law  
enforcement, governance and trade in timber and timber products to the European  
Union (FLEGT)**

VOLUNTARY PARTNERSHIP AGREEMENT  
BETWEEN THE EUROPEAN UNION AND THE REPUBLIC OF CÔTE D'IVOIRE ON  
FOREST LAW ENFORCEMENT, GOVERNANCE AND TRADE IN TIMBER AND DERIVED  
PRODUCTS TO THE EUROPEAN UNION (FLEGT)

THE EUROPEAN UNION, hereinafter referred to as ‘the Union’,

and

THE REPUBLIC OF CÔTE D’IVOIRE, hereinafter referred to as ‘Côte d’Ivoire’;

hereinafter referred to individually as a ‘Party’ and collectively as ‘the Parties’,

CONSIDERING the close cooperation between the Union and Côte d’Ivoire, in particular under the Partnership Agreement between the members of the African, Caribbean and Pacific Group of States, of the one part, and the European Community and its Member States, of the other part, signed in Cotonou on 23 June 2000 and revised in Luxembourg on 25 June 2005, and the stepping-stone Economic Partnership Agreement between Côte d’Ivoire, of the one part, and the European Community and their Member States, of the other part, signed in Abidjan on 26 November 2008 and in Brussels on 22 January 2009;

CONSIDERING the Communication from the European Commission to the Council of the European Union and to the European Parliament on an EU Action Plan for Forest Law Enforcement, Governance and Trade (FLEGT) of 21 May 2003 as a first step towards tackling the urgent issue of illegal logging and associated trade;

SEIZED of the importance of the principles set out in the Rio Declaration on Environment and Development adopted by the United Nations Conference on Environment and Development of 3-14 June 1992, and in particular Principle 10 on the importance of access to information, public awareness and public participation in environmental issues, Principle 20 on the vital role of women in environmental management and development, and Principle 22 on the vital role of indigenous peoples and communities and other local communities in environmental management and development;

CONSIDERING the Non-Legally-Binding Authoritative Statement of Principles for a Global Consensus on the management, conservation and sustainable development of all types of forests, also adopted by the United Nations Conference on Environment and Development of 3-14 June 1992, and the Non-Legally-Binding Resolution on all types of forests, adopted by the UN General Assembly on 17 December 2007;

HAVING REGARD TO the African Convention on the Conservation of Nature and Natural Resources, adopted in Maputo on 11 July 2003;

HAVING REGARD TO the Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES), and in particular the need for CITES export permits or certificates of origin issued by CITES parties for specimens of the tree species listed in Appendices II or III thereto;

REAFFIRMING the importance attached by the Parties to the principles and rules which govern multilateral trade, in particular the rights and obligations laid down in the General Agreement on Tariffs and Trade 1994 and in other multilateral agreements listed in Annex 1A to the Agreement establishing the World Trade Organization (WTO) signed in Marrakesh on 15 April 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 imports of timber into the European Community<sup>1</sup>;

RECOGNISING the contribution that implementing a FLEGT voluntary partnership agreement will make in combating climate change and to efforts to reduce greenhouse gas emissions from deforestation and forest degradation, including conservation, increasing carbon stocks and sustainable forest management (REDD+);

RECOGNISING the role of forests in mitigating the effects of climate change and recalling in this context the Paris Agreement adopted on 12 December 2015 under the United Nations Framework Convention on Climate Change, in particular Article 5 thereof on action to conserve and, where appropriate, enhance sinks and reservoirs of greenhouse gases, including forests;

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<sup>1</sup> OJ EU L 347, 30.12.2005, p. 1.

REAFFIRMING the commitments to halt and reverse deforestation and land degradation by 2030 contained in the Glasgow Leaders' Declaration on Forests and Land Use, signed by the Parties at the World Climate Summit (COP26) held in Scotland from 31 October to 13 November 2021;

REAFFIRMING the Parties' commitment and determination as regards the United Nations' 2030 Agenda for Sustainable Development, and in particular the contribution that implementing a FLEGT voluntary partnership agreement will make to achieving Goals 5 and 15 on promoting, respectively, gender equality and the empowerment of women and girls, as well as sustainable forest management, halting deforestation and adopting measures to tackle the issue of illegal wildlife products;

RECOGNISING the efforts made by Côte d'Ivoire to set up a legality verification system aimed at ensuring that all timber and timber products comply with the relevant legal framework and applicable to the domestic market and exports of timber and timber products from Côte d'Ivoire;

CONSIDERING the importance attached by the Parties to the participation of all relevant stakeholders, without discrimination, including civil society, the private sector and the local population, and to the success of forest governance policies, in particular by means of consultations and public information;

CONSIDERING Côte d'Ivoire's Forest Preservation, Rehabilitation and Extension Policy and the country's forest regulations aimed at preserving biodiversity, achieving 20% forest cover by 2030, maintaining a favourable climate for the development of socio-economic and agricultural activities, and complying with Côte d'Ivoire's international commitments;

WHEREAS this Agreement constitutes one of the central pillars of the programme to improve forest governance in Côte d'Ivoire, chiefly as regards application of the Forestry Code, the Rural Land Act, the Labour Code, the Environment Code, customs and trade regulations, and other national and international regulations governing sustainable forest management and the timber trade;

WHEREAS Côte d'Ivoire's forestry legislation lays down rules on sustainable forest management and provides a framework conducive to implementing the Forest Preservation, Rehabilitation and Extension Policy;

WHEREAS international treaties on the environment and forestry ratified by Côte d'Ivoire form part of national legislation, which in turn forms the basis for formulating and implementing the country's forestry policy;

REAFFIRMING the Parties' principles of mutual respect, sovereignty, equality and non-discrimination and recognising the benefits arising from this Agreement;

HAVE AGREED AS FOLLOWS:



## ARTICLE 1

### Definitions

For the purposes of this Agreement,

- a) ‘licensing authority’ shall mean the body designated or created by Côte d’Ivoire to issue and validate FLEGT licences;
- b) ‘FLEGT licence’ shall mean a document issued by Côte d’Ivoire, in paper or electronic form, certifying that timber or timber products from a shipment intended for export to the Union have been produced and verified in accordance with the regulations in force and with this Agreement;
- c) ‘competent authorities’ shall mean the authorities designated by the Member States of the Union to receive, verify and accept FLEGT licences;
- d) ‘timber and timber products’ shall mean the products listed in Annex I;
- e) ‘timber and timber products in transit’ shall mean any timber and timber products originating from a third country which enter the territory of Côte d’Ivoire under customs control and leave it in the same form and with the same country of origin, without having been processed or marketed;

- f) 'legally produced timber' shall mean timber and timber products harvested or imported in accordance with the legislation of Côte d'Ivoire listed in Annex II and, in the case of imported timber, timber products harvested, produced and exported in accordance with the legislation of the country of harvest and the procedures described in Annex III;
- g) 'HS code' shall mean a code of up to six digits as set out in the nomenclature of the Harmonized Commodity Description and Coding System established by the International Convention on the Harmonized Commodity Description and Coding System of the World Customs Organization, done at Brussels on 14 June 1983, and the subsequent amendments thereto;
- h) 'shipment' shall mean a quantity of timber products covered by a FLEGT licence that is sent from Côte d'Ivoire by a consignor and is presented for release for free circulation at a customs office in the Union;
- i) 'export' shall mean the action of removing or having removed timber and timber products from the customs territory of Côte d'Ivoire;

- j) ‘import into the Union’ shall mean 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 establishing the Union Customs Code<sup>1</sup>, of timber products which cannot be classified as ‘goods of a non-commercial nature’ as defined in Article 1(21) 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<sup>2</sup>;
- k) ‘release for free circulation’ shall mean a Union customs procedure which confers the customs status of Union goods on goods which are not from the Union in accordance with Regulation (EU) No 952/2013.

## ARTICLE 2

### Objective

1. The objective of this Agreement, in accordance with the joint commitment of the Parties to sustainably manage all types of forests, is to provide a legal framework to ensure that timber and timber products defined in Article 1(d) and imported into the Union from Côte d’Ivoire have been legally produced and to promote trade in said timber and timber products and implement the principle of sustainability.

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<sup>1</sup> OJ EU L 269, 10.11.2013, p. 1.

<sup>2</sup> OJ EU L 343, 29.12.2015, p. 1.

2. This Agreement also provides a basis for dialogue and cooperation between the Parties aimed at facilitating and promoting its full implementation and at strengthening the enforcement of forest law and governance.

### ARTICLE 3

#### FLEGT licensing scheme

1. A FLEGT licensing scheme shall be established between the Parties. The scheme shall lay down a set of procedures and requirements to verify and certify, by means of FLEGT licences, that timber and timber products shipped to the Union have been legally produced. In accordance with Regulation (EC) No 2173/2005 and with this Agreement, the Union shall not accept shipments from Côte d'Ivoire for import into the Union unless they are covered by FLEGT licences.
2. The FLEGT licensing scheme shall apply to the timber and timber products defined in Article 1(d).
3. The Parties shall agree to take all measures necessary to implement the FLEGT licensing scheme.

## ARTICLE 4

### Licensing authority

1. Côte d'Ivoire shall designate the licensing authority and send its contact details to the European Commission. The Parties shall make this information available to the public.
2. The licensing authority shall issue FLEGT licences covering shipments of timber produced legally produced in Côte d'Ivoire and intended for export to the Union, in accordance with the procedures set out in Annex V.
3. The licensing authority shall issue FLEGT licences only for shipments of timber and timber products that have been subject to verification checks ascertaining their legality, as provided for in Article 8.
4. In accordance with the principle of transparency, the licensing authority shall record and make public its procedures for issuing FLEGT licences. It shall also retain the records of all shipments covered by FLEGT licences and, in accordance with national data-protection legislation, make these records available for the purposes of independent audits, as provided for in Article 10 of this Agreement, and independent monitoring, as provided for in Annex III.

## ARTICLE 5

### Competent authorities of the Union

1. The European Commission shall provide Côte d'Ivoire with the contact details of the competent authorities. The 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 before releasing that shipment for free circulation in the Union. The release of the shipment may be suspended and the shipment may be held if there are doubts regarding the validity of the FLEGT licence.
3. The competent authorities shall maintain and publish annually a record of FLEGT licences received.
4. In accordance with national legislation on data protection, the competent authorities shall grant the independent auditor designated by Côte d'Ivoire access to the relevant documents and data.
5. When timber and timber products from species listed in the Appendices to the CITES and covered by a FLEGT licence enter the Union, they shall undergo only the examination 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<sup>1</sup>. Whatever the case, the FLEGT licence scheme provides assurance of the legal harvesting of these products.

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<sup>1</sup> OJ L 61, 3.3.1997, p. 1.

## 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 issued using the form given in Annex V, Appendix 1. They shall be written in French.
3. The Parties may, by common agreement, establish electronic systems for the issuing, transmission and receipt of FLEGT licences.
4. The procedure for issuing FLEGT licences and the technical specifications for FLEGT licences are set out in Annex V.

## ARTICLE 7

### Legally produced timber

For the purposes of this Agreement, a definition of ‘legally produced timber’ is given in Article 1(f), and more precise information is given in Annex II. That Annex describes the Côte d’Ivoire legislation that must be complied with in order for timber and timber products to be covered by a FLEGT licence. That Annex also includes documentation containing the principles, criteria and indicators serving to prove compliance with such legislation.

## ARTICLE 8

### Verification of legally produced timber and timber products

1. Côte d'Ivoire shall set up a system for verifying that timber and timber products intended for shipment have been legally produced and that only shipments verified as such are exported to the Union ('legality verification system' or 'LVS'). The LVS shall include compliance checks and procedures to ensure that no timber of illegal or unknown origin enters the supply chain. By means of this system, Côte d'Ivoire also verifies the legality of imported timber and timber products.
2. The LVS is described in Annex III.

## ARTICLE 9

### Release for free circulation of shipments covered by a FLEGT licence

1. The procedures governing release for free circulation in the Union for shipments covered by a FLEGT licence are described in Annex IV.
2. Where the competent authorities have reasonable grounds to suspect that a FLEGT licence is not valid or authentic or does not conform to the shipment it purports to cover, the competent authority concerned shall apply the procedures described in Annex IV.



3. Where persistent disagreements or difficulties arise in consultations concerning FLEGT licences, they may be referred to the Joint Implementation Committee (JIC) established pursuant to Article 19.

## ARTICLE 10

### Independent auditor

1. The Parties shall agree on the need to call on the services of an independent auditor at agreed intervals to check the performance and efficiency of the Côte d'Ivoire LVS, as defined in Annex VI.
2. Côte d'Ivoire shall engage the services of an independent auditor, in consultation with the Union, to perform the tasks listed in Annex VI.
3. The independent auditor shall submit their observations to the Parties by means of reports, in accordance with the procedure described in Annex VI. Reports of the independent auditor shall be published in accordance with the procedure set out in Annex VI.
4. The Parties shall facilitate the work of the independent auditor, in particular by ensuring that the auditor has access to the information necessary for the performance of their functions. However, the Parties may, in accordance with its legislation on data protection, withhold any information that they is not permitted to disclose.

## ARTICLE 11

### Irregularities

The Parties shall inform each other in writing, in accordance with Article 21 of this Agreement, if they suspect or have found evidence of any circumvention or irregularity in the FLEGT licensing scheme, including in relation to the following:

- a) fraudulent trade, in particular the diversion of trade from Côte d'Ivoire to the Union via a third country where there is reason to believe that this is done with the intention of avoiding licensing;
- b) FLEGT licences covering timber and timber products which contain timber from third countries and are suspected of being illegally produced;
- c) fraud in obtaining or using FLEGT licences.

## ARTICLE 12

### Start-up date for implementation of the FLEGT licensing scheme

1. The Parties shall notify each other via the JIC when they consider they have made the necessary preparations for the FLEGT licensing scheme to become fully operational.

2. The Parties shall commission an independent assessment of the FLEGT licensing scheme on the basis of the criteria set out in Annex VII. The independent assessment shall determine whether the LVS underpinning the FLEGT licensing scheme is adequately fulfilling its functions.
3. On the basis of the recommendations of the JIC, the Parties shall agree on a start date for the FLEGT licensing scheme.
4. The Parties shall notify each other of that date in writing, in accordance with Article 21 of this Agreement.

## ARTICLE 13

### Application of the LVS to timber and timber products not exported to the Union

By means of the LVS, Côte d'Ivoire shall endeavour to verify the legality of timber and timber products for both domestic consumption and export to markets other than the Union.

## ARTICLE 14

### Timetable for implementation

1. The Parties shall approve, via the JIC, a timetable for implementing this Agreement.

2. The JIC shall assess the progress made in the implementation of this Agreement against the agreed timetable.

## ARTICLE 15

### Support measures

1. The areas where support measures, including additional technical and financial resources, are needed to implement this Agreement and to address the causes and drivers of illegal logging are indicated in Annex VIII.

2. Côte d'Ivoire shall ensure that the implementation of this Agreement is integrated into its national planning instruments and national budget.

3. The Parties shall ensure that activities associated with the implementation of this Agreement are coordinated with existing and future development programmes and initiatives, in particular those related to REDD+.

4. All resources necessary for the implementation of this Agreement shall be made available in accordance with the procedures of the Union and its Member States governing programming cooperation with Côte d'Ivoire and with Côte d'Ivoire's budgetary procedures.

## ARTICLE 16

### Stakeholder involvement

1. Côte d'Ivoire shall involve its relevant stakeholders in the implementation of this Agreement, including civil society organisations, private-sector businesses and trade unions, and local populations, via the traditional authorities.
2. Côte d'Ivoire shall ensure that this Agreement is implemented and monitored in a transparent manner, with the participation of the relevant stakeholders.
3. The Parties shall ensure the gender aspect is taken into account, in particular as regards greater acknowledgement of the role of women and girls in forest governance and in the implementation of this Agreement.
4. The Union shall hold regular consultations with stakeholders on the implementation of this Agreement, taking into account its obligations under the Convention on Access to Information, Public Participation in Decision-making and Access to Justice in Environmental Matters of 1998, signed in Aarhus on 25 June 1998.

## ARTICLE 17

### Social safeguards

1. In order to minimise potential adverse effects on the stakeholders listed in Article 16(2), including local populations, the Parties hereby agree to assess the impact of this Agreement on their way and conditions of life.
2. The Parties shall monitor the impact of this Agreement on the stakeholders listed in Article 16(2), including local populations, taking reasonable and appropriate steps to mitigate any adverse effects. The Parties may agree on additional measures to address any adverse effects, on the basis of a method of assessing this Agreement agreed upon by the Parties.

## ARTICLE 18

### Market-related incentives

Taking into account their international obligations, the Union shall promote favourable access to its market for timber and timber products, including via the promotion of public and private procurement policies that acknowledge efforts to ensure a supply of legal timber products.

## ARTICLE 19

### Joint Implementation Committee

1. In order to ensure the governance of this Agreement, the Parties shall establish a Joint Implementation Committee (JIC). The specific functions and tasks of the JIC shall include managing, monitoring and assessing this Agreement and fostering dialogue and exchange of information between the Parties. These functions and tasks are described in Annex X.
2. The JIC shall be established within three months of the entry into force of this Agreement. To this end, each Party shall designate its representatives at the JIC. The JIC shall make its decisions by consensus. It shall be co-chaired by two senior officials, one appointed by each Party.
3. The JIC shall establish its rules of procedure.
4. The JIC shall meet at least twice a year in the first two years and at least once per year thereafter, on a date and with an agenda agreed in advance by the Parties. Additional meetings may be convened at the request of either of the Parties.
5. The JIC shall ensure that its work is transparent and that information about their work and decisions are made available to the public.

6. The JIC shall publish an annual report. The information to be included in that report are given in Annex IX.

## ARTICLE 20

### Transparency and access to public information

1. In order to improve governance, provision of information to stakeholders shall be central to this Agreement. Information shall be published regularly to facilitate the implementation and monitoring of the FLEGT licensing scheme, increase transparency and improve stakeholder and consumer confidence, and ensure that the Parties are accountable. Details of the information to be published are set out in Annex IX.

2. Each Party shall put in place the most appropriate communication mechanisms (including online means and the media, publishing documents or reports, organising workshops) to pass information on the public.

3. In particular, the Parties commit to give the various stakeholders reliable, relevant and up-to-date information.



4. In accordance with their respective legislation, the Parties agree not to disclose confidential information exchanged under this Agreement. Neither Party shall disclose to the public any information exchanged under this Agreement concerning trade secrets or confidential commercial information, nor permit its authorities or the staff or contractors of those authorities to disclose such information.

## ARTICLE 21

### Communication on implementation

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

- for the European Union, the Head of the European Union Delegation in Côte d'Ivoire;
- for Côte d'Ivoire: the Minister for Forestry.

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

3. The Parties shall endeavour to communicate with the public in a coordinated and non-contradictory manner on the interpretation and implementation of this Agreement.

## ARTICLE 22

### Territorial application

This Agreement shall apply, on the one hand, to the territories in which the Treaty on European Union and the Treaty on the Functioning of the European Union apply, under the conditions laid down in those Treaties, and, on the other, to the territory of Côte d'Ivoire.

## ARTICLE 23

### Consultations and mediation

1. The Parties shall at all times endeavour to agree on the interpretation and implementation of this Agreement. In the event of disagreement or conflict, the Parties shall endeavour to find solutions through consultation and mediation.
2. A party wishing to launch a consultation process shall notify the other Party and the JIC in writing of its request, specifying the subject matter and summarising the reasons.
3. The consultation process shall start within 40 days and shall be deemed to be concluded within 90 days of the date on which the request for a consultation process was submitted, unless the Parties agree otherwise. However, in urgent cases, either Party may ask for a consultation process be launched within 5 days and concluded within 30 days of the request, unless the Parties agree otherwise.

4. If a consultation process does not lead to a mutually agreed resolution of the disagreement or conflict, the Parties may agree to call upon the services of a mediator. Notwithstanding any such request, either Party may refer the matter to arbitration directly.
5. The Parties shall agree on the selection of a mediator within 15 days of reaching agreement on the mediation request. The mediator shall receive submissions from the Parties and agree on a mediation session. Unless the Parties agree otherwise, within 60 days of their being selected, the mediator shall submit to both Parties an opinion on resolving the disagreement or conflict in accordance with this Agreement.
6. The mediator's opinion shall not be legally binding.

## ARTICLE 24

### Arbitration

1. If the consultation procedure or, where applicable, mediation fails to lead to the resolution of the disagreement or conflict as provided for in Article 23, any dispute, difference of opinion or complaint arising from or relating to this Agreement or the existence, interpretation, implementation, non-performance, resolution or nullity thereof shall be resolved via arbitration in accordance with the arbitration rules of the Permanent Court of Arbitration of 2012.
  - a) The number of arbitrators shall be three.

- b) Arbitration shall take place in The Hague, Netherlands.
  - c) The language to be used in arbitration proceedings shall be French.
2. Either Party may request the establishment of a court of arbitration by notifying the other Party and the Permanent Court of Arbitration thereof in writing.
  3. Rulings of the court of arbitration shall be legally binding on the Parties, who shall take all measures necessary to implement them in good faith.
  4. Each Party shall inform the other Party and the JIC of the measures taken to implement the ruling of the court of arbitration. The JIC shall analyse the measures taken and, if necessary, may recommend additional or remedial measures to ensure that the ruling of the court of arbitration is complied with. Either Party may ask the court of arbitration to rule on compliance with its original arbitration ruling.
  5. Le JIC shall establish arbitration procedures insofar as they may differ from the arbitration rules of the Permanent Court of Arbitration of 2012.

## ARTICLE 25

### Suspension

1. A Party wishing to suspend this Agreement shall notify the other Party in writing of its intention to do so, specifying the reasons. The matter shall subsequently be discussed by the Parties, taking into account the opinions of relevant stakeholders.
2. Either Party may suspend the implementation of this Agreement if the other Party:
  - a) fails to fulfil its obligations under this Agreement;
  - b) fails to maintain the regulatory and administrative measures and means required to implement this Agreement;
  - c) acts or fails to act in a way that poses significant risks to the environment, health, safety or security of the people of either the Union or Côte d'Ivoire.
3. The conditions of this Agreement shall cease to apply 30 calendar days after notification under paragraph 1 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 26

### Amendments

1. A Party wishing to amend this Agreement shall submit a proposal to the other Party at least 90 calendar days before the next meeting of the JIC. The Committee shall discuss the proposal and, if a consensus is reached, make a recommendation. Each Party shall consider the recommendation and, if it is in agreement, inform the other Party in order to agree upon a date for signing the amendment. Once the amendment is signed, each Party shall adopt or ratify it in accordance with its own procedures.
2. Any amendment so adopted or ratified by the Parties 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. By way of derogation from paragraph 1, upon recommendation by the JIC and approval by the Parties, the JIC may adopt amendments to the Annexes to this Agreement.
4. Notification of any amendment shall be sent to the depository of this Agreement.

## ARTICLE 27

### Duration

This Agreement shall be valid for 10 years from its entry into force. It shall be automatically extended for consecutive periods of 10 years, unless a Party terminates it in accordance with the procedure laid down in Article 28.

## ARTICLE 28

### Termination

Either Party may terminate this Agreement by giving written notification to the other Party. This Agreement shall cease to apply 12 months after the date of such notification.

## ARTICLE 29

### Annexes

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

## ARTICLE 30

### Authentic Texts

This Agreement is drawn up in duplicate in Bulgarian, Croatian, Czech, Danish, Dutch, English, Estonian, Finnish, French, German, Greek, Hungarian, Irish, Italian, Latvian, Lithuanian, Maltese, Polish, Portuguese, Romanian, Slovak, Slovenian, Spanish and Swedish, each language version being equally authentic. In the event of divergence, the French version shall prevail.

## ARTICLE 31

### Entry into force

1. This Agreement shall enter into force on the first day of the month following the date on which the Parties give final notification in writing of completion of their respective procedures necessary for this purpose.
2. Notifications shall be sent to the Secretary-General of the Council of the European Union, who shall be the depository of this Agreement.



IN WITNESS WHEREOF, the undersigned plenipotentiaries, duly authorised to that effect, have signed this Agreement.

Done at ..., on

For the European Union

For the Republic of Côte d'Ivoire

## ANNEXES

- Annex I: List of timber and timber products subject to FLEGT licensing
- Annex II: Definition of legally produced timber
- Annex III: Description of the legality verification system
- Annex IV: Conditions governing the release for free circulation in the Union of timber and timber products exported from Côte d'Ivoire and covered by a FLEGT licence
- Annex V: Procedure for issuing FLEGT licences and technical specifications
- Annex VI: Terms of references of the independent auditor
- Annex VII: Criteria for the independent assessment of the legality verification system (LVS)
- Annex VIII: Support measures
- Annex IX: Information made public
- Annex X: Joint Implementation Committee

## LIST OF TIMBER AND TIMBER PRODUCTS SUBJECT TO FLEGT LICENSING

The following timber and timber products are subject to FLEGT licensing if they are intended for export to the Union. However, where rules in place in Côte d'Ivoire prohibit the export of certain timber or timber products, such products are not eligible for a FLEGT licence.

HS codes	Description
4403	Wood in the rough, whether or not stripped of bark or sapwood, or roughly squared
4406	Railway or tramway sleepers (cross-ties) of wood
4407	Wood sawn or chipped lengthwise, sliced or peeled, whether or not planed, sanded or end-jointed, of a thickness exceeding 6 mm
4408	Sheets for veneering (including those obtained by slicing laminated wood), for plywood or for similar laminated wood and other wood, sawn lengthwise, sliced or peeled, whether or not planed, sanded, spliced or end-jointed, of a thickness not exceeding 6 mm
44 09	Wood (including strips and friezes for parquet flooring, not assembled) continuously shaped (tongued, grooved, rebated, chamfered, V-jointed, beaded, moulded, rounded or the like) along any of its edges, ends or faces, whether or not planed, sanded or end-jointed
	ex. 44 09 21
44 10	Particle board, oriented strand board (OSB) and similar board (for example, waferboard) of wood or other ligneous materials, whether or not agglomerated with resins or other organic binding substances
44 12	Plywood, veneered panels and similar laminated wood
	ex. 44 12 10
44 15	Packing cases, boxes, crates, drums and similar packings, of wood; cable-drums of wood. Pallets, box pallets and other load boards, of wood; pallet collars of wood

HS codes	Description
44 17	Tools, tool bodies, tool handles, broom or brush bodies and handles, of wood; boot or shoe lasts and trees, of wood
44 18	Builders' joinery and carpentry of wood, including cellular wood, panels, assembled flooring panels, shingles and shakes
	ex. 44 18 73
	ex. 44 18 91
44 19	Tableware and kitchenware, of wood
	ex. 44 19 11
	ex. 44 19 12
	ex. 44 19 19
44 20	Wood marquetry and inlaid wood; caskets and cases for jewellery or cutlery, and similar articles, of wood; statuettes and other ornaments, of wood; wooden articles of furniture not falling under Chapter 94
44 21	Other articles of wood
	ex. 44 21 91
94 03 30	Wooden furniture of a kind used in offices
94 03 40	Wooden furniture of a kind used in the kitchen
94 03 50	Wooden furniture of a kind used in the bedroom
94 03 60	Other wooden furniture
94 03 91	Parts of wood
94 06 10	Prefabricated buildings of wood

DEFINITION OF LEGALLY PRODUCED TIMBER

1. Côte d'Ivoire legislation to be complied with in order to obtain a FLEGT licence or a public legality certificate

The following laws and regulations must be complied with in order for a shipment of timber or timber products to be covered by a FLEGT licence or a public legality certificate:

- OHADA Uniform Act of 17 April 1997 on Commercial Companies and the Economic Interest Groupings;
- OHADA Uniform Act of 15 December 2010 on Cooperatives;
- OHADA Uniform Act of 15 December 2010 on General Commercial Law;
- the General Tax Code and subsequent versions thereof;
- the Customs Code and subsequent versions thereof;
- the Social Security Code and the implementing legislation thereof;
- the Code of Civil, Commercial and Administrative Procedure;
- Law No 98-750 of 23 December 1998 on rural land tenure and the implementing legislation thereof;
- the Labour Code and the implementing legislation thereof;

- the Forestry Code and the implementing legislation thereof, in particular:
  - Decree No 2013-484 of 2 July 2013 establishing non-tax forest revenue within the Ministry of Water and Forestry;
  - Decree No 2019-978 of 27 November 2019 on the concession of management of private forest belonging to the State and local authorities;
  - Decree No 2019-979 of 27 November 2019 laying down detailed rules for the development of agro-forestry, the running of agricultural plantations, and the marketing and the marketing of agricultural products in agro-forestry;
  - Decree No 2019-980 of 29 November 2019 on logging in the national forestry sector;
  - Decree No 2021-438 of 8 September 2021 on the conditions for practising the profession of and obtaining official status as a forester;
  - Decree No 2021-583 of 6 October 2021 laying down detailed rules for the management and use of sensitive ecological areas;
  - Decree No 2021-585 of 6 October 2021 laying down the conditions and procedures for processing and marketing forestry products;
  - Decree No 2021 of 6 October 2021 laying down the conditions and procedures for importing and exporting forestry products;
  - Decree No 2021-588 of 6 October 2021 laying down the procedure for and scale of forestry-related transactions;
  - Decree No 2022-781 of 12 October 2022 laying down the conditions for obtaining official status as a logger and authorisation for logging;
  - Decree No ... of ... on profit sharing;

- Order No 33/MINAGRA of 13 February 1992 entrusting SODEFOR with the management of classified forests in the State forest sector;
- Order No 861/MINEF/CAB of 13 December 2019 laying down detailed rules for drawing up and implementing forest and agro-forest management plans;
- Interministerial Order No 247/MINAGRI/MPMEF/MPMB of 17 June 2014 laying down the scale of compensation for destroyed crops;
- Order No 007/MINEF/CAB of 6 January 2021 laying down the conditions and procedures for the registering forests;
- Order No 511/MINEF/DGFF/DPIF of 19 May 2023 laying down detailed rules for logging in forests belonging to legal persons governed by private law, forests belonging to natural persons and non-forest trees;
- Order No 512/MINEF/DGFF/DPIF of 19 May 2023 approving technical standards for timber logging;
- Order No ... of ... laying down the minimum exploitable diameters of natural forest species;
- Order No ... of ... establishing single documents for the collection, monitoring, checking and movement of products of logging;
- Order No ... of ... laying down detailed rules for the operation of timber processing units;
- Order No ... of ... establishing documents for the collection, monitoring, checking and movement of products of logging.

## 2. Legal reforms planned during the implementation phase of this Agreement

During the implementation phase of this Agreement, a number of legal reforms are planned to supplement the legal framework, in particular to:

- set up the implementing bodies for the LVS;
- enhance the legal framework governing the national market, especially as regards access to resources, production and marketing;
- clarify the means of identifying owners of forest resources and make it easier to register forests, in cases where land certificates or title deeds are not available;
- provide for model agreements between forest resource owners and loggers;
- supplement the procedures for creating and managing Community forests;
- revise the tax system for logging, particularly in forests belonging to natural persons and legal persons governed by private law;
- provide for incentives throughout the value chain to encourage the protection of forests and the restoration of forest resources, including an incentivising legal and fiscal framework and simplified procedures covering forestry, logging, and the transport and marketing of forest products, in particular those coming from private forests;
- clarify the application of a logging ban beyond the 8th parallel.

## 3. Legality grids

The legality grids presented below identify the principles, criteria and indicators used to demonstrate compliance with the laws and regulations referred to in point 1 of this Annex. In order to make this Annex operational and to ensure uniform verification requirements, Côte d'Ivoire draws up a verification manual identifying the documents that are used for verification and that correspond to the indicators listed in the legality grids below (hereinafter



referred to as ‘verifiers’). That manual is approved by the JIC and published on the website of the Ministry of Forestry (see also Annex III).

### Legality Grid 1 – Loggers

1. Principle: The operator is legally constituted and approved.
1.1. Criterion: The operator is registered. 1.1.1. Indicator: The operator is registered in the Trade and Personal Property Credit Register. 1.1.2. Indicator: The operator is declared to the tax administration. 1.1.3. Indicator: The operator is registered with the body responsible for social security.
1.2. Criterion: The operator is approved. 1.2.1. Indicator: The operator is approved by the forestry authorities.

2.	Principle: The operator holds access rights to forest resources.
2.1.	Criterion: The logger holds access rights to forest resources covering their activities and area of operation. <ul style="list-style-type: none"> <li>2.1.1. Indicator for logging in private forests belonging to the State and forests belonging to local authorities: The logger has been granted a management concession or operates under an agreement with the Forestry Development Agency (<i>Société de développement des forêts</i>, SODEFOR).</li> <li>2.1.2. Indicator for logging in forests belonging to legal persons governed by private law and natural persons and logging of non-forest trees: The logger owns the forest resources or operates on the basis of a contract to that effect with the owner.</li> <li>2.1.3. Indicator for logging in official logging areas: The operators owns an official logging area and operates on the basis of a contract with the owners.</li> </ul>
3.	Principle: The operator uses the wood resource in accordance with the regulations in force.
3.1.	Criterion: The operator is in possession of the logging planning documents. <ul style="list-style-type: none"> <li>3.1.1. Indicator for logging in private forests belonging to the State and forests belonging to local authorities: The operator is in possession of a development plan covering the management concession.</li> <li>3.1.2. Indicator for logging in forests belonging to legal persons governed by private law and natural persons and logging of non-forest trees: The operator is in possession of a simplified development plan, a management plan or an annual programme of activities.</li> </ul>

<p>3.2. Criterion: The operator is in possession of a logging licence or has declared their logging statistics.</p> <p>3.2.1. Indicator for logging in private forests belonging to the State and forests belonging to local authorities: The operator is in possession of a logging licence.</p> <p>3.2.2. Indicator for logging in forests belonging to legal persons governed by private law and natural persons and logging of non-forest trees: The owner or operator is in possession of a logging licence or has declared their logging statistics.</p>
<p>3.3. Criterion: The operator uses the wood resource in accordance with the relevant terms of reference and technical standards.</p> <p>3.3.1. Indicator for logging in private forests belonging to the State and forests belonging to local authorities: The manager or operator clearly marks the boundaries of the concession and of the blocks, as well as ecologically sensitive areas and cultural and religious sites of local populations.</p> <p>3.3.2. Indicator for logging in forests belonging to legal persons governed by private law and natural persons: The operator or owner clearly marks the peaks and boundaries of the parcel.</p> <p>3.3.3. Indicator for classified forests, agro-forests and forests belonging to local authorities: The manager or operator draws up an operating inventory.</p> <p>3.3.4. Indicator for forests belonging to legal persons governed by private law and natural persons: The operator draws up an operating inventory or survey of the trees to be felled before operations begin.</p> <p>3.3.5. Indicator: The operator respects sensitive ecological areas.</p> <p>3.3.6. Indicator: The operator complies with their logging quotas (volume or number of trees authorised per species).</p> <p>3.3.7. Indicator: The operator complies with the minimum operating diameters of the species felled.</p> <p>3.3.8. Indicator: The operator regularly marks the trees to be felled, felled trees and stumps.</p>

<p>3.4. Criterion: The operator contributes to restoring forest cover and maintaining the production potential of the forest.</p> <p>3.4.1. Indicator for logging in private forests belonging to the State and forests belonging to local authorities: The operator contributes to restoring forest cover and maintaining the production potential of the forest.</p> <p>3.4.2. Indicator for logging in forests belonging to legal persons governed by private law and natural persons and logging of non-forest trees: The owner or logger contributes to restoring forest cover and maintaining the production potential of the forest.</p>
<p>3.5. Criterion: The operator complies with their tax obligations and pays their forestry fees.</p> <p>3.5.1. Indicator: The logger has paid the logging-related taxes and fees.</p> <p>3.5.2. Indicator: The logger has paid their non-tax forest fees to the Ministry of Forestry.</p>
<p>4. Principle: The operator complies with regulations on timber transport.</p>
<p>4.1. Criterion: The operator complies with regulations on the movement of logs.</p> <p>4.1.1. Indicator for any type of log transport: The operator documents the movement of logs.</p>
<p>5. Principle: The operator complies with their environmental obligations.</p>
<p>5.1. Criterion: The operator implements environmental protection measures in accordance with the regulations in force.</p> <p>5.1.1. Indicator: The operator carries out their activities in accordance with environmental regulations.</p>

6. Principle: The operator complies with their social obligations.

6.1. Criterion: The operator complies with the Labour Code and the inter-professional collective agreement.

6.1.1. Indicator: The operator keeps their employer register up to date.

6.1.2. Indicator: The operator is up to date with their employee contributions.

6.1.3. Indicator: The operator complies with maximum working time.

6.1.4. Indicator: The operator complies with the health and safety requirements applicable to their activities.

6.1.5. Indicator: The operator pays all employees at least the statutory minimum wage.

6.1.6. Indicator: The operator complies with the legal minimum working age.

6.1.7. Indicator: The operator takes account of adequate working conditions for women in general, and in particular for pregnant women.

6.2. Criterion: The operator respects the rights of local populations.

6.2.1. Indicator for logging in private forests belonging to the State and forests belonging to local authorities: The operator ensures that forest-usage rights are respected.

6.2.2. Indicator for logging in forests belonging to legal persons governed by private law and natural persons and logging of non-forest trees: The logger respects the rights of owners and the right to compensation for damage and other benefits.

## Legality Grid 2 – Processors

1. Principle: The operator is legally constituted and approved.
1.1. Criterion: The operator is registered. 1.1.1. Indicator: The operator is registered in the Trade and Personal Property Credit Register. 1.1.2. Indicator: The operator is declared to the tax administration. 1.1.3. Indicator: The operator is registered with the body responsible for social security.
1.2. Criterion: The operator is approved. 1.2.1. Indicator: The operator is approved by the forestry authorities.
2. Principle: The operator holds access rights to forest resources.
Not applicable
3. Principle: The operator processes the wood resource in accordance with the regulations in force.
3.1. Criterion: The operator complies with statutory forest requirements. 3.1.1. Indicator for wood-residue processing activities and industrial wood joinery activities: The operator is in possession of an annual licence issued by the Minister for Forestry. 3.1.2. Indicator: The operator receives the timber with the documents proving its legal origin. 3.1.3. Indicator for wood industrialists: The operator complies with theoretical processing capacity. 3.1.4. Indicator: The operator keeps product traceability documents up to date during processing.

<p>3.2. Criterion: The operator complies with their tax obligations and pays their forestry fees.</p> <p>3.2.1. Indicator: The operator has paid the taxes and fees.</p> <p>3.2.2. Indicator: The logger has paid their non-tax forest fees to the Ministry of Forestry.</p>
<p>4. Principle: The operator complies with regulations on timber transport.</p>
<p>4.1. Criterion: The operator complies with regulations on the movement of timber and timber products.</p> <p>4.1.1. Indicator for any type of transport by processors: The operator documents the movement of timber and timber products at national level.</p>
<p>5. Principle: The operator complies with their environmental obligations.</p>
<p>5.1. Criterion: The operator implements environmental protection measures in accordance with the regulations in force.</p> <p>5.1.1. Indicator: The operator carries out their activities in accordance with environmental regulations.</p> <p>5.1.2. Indicator: The operator complies with the measures set out in their environmental management plan and those laid down by the environmental authorities.</p>
<p>6. Principle: The operator complies with their social obligations.</p>
<p>6.1. Criterion: The operator complies with the Labour Code and the inter-professional collective agreement.</p> <p>6.1.1. Indicator: The operator keeps their employer register up to date.</p> <p>6.1.2. Indicator: The operator is up to date with their employee contributions.</p> <p>6.1.3. Indicator: The operator complies with maximum working time.</p> <p>6.1.4. Indicator: The operator complies with the health and safety requirements applicable to their activities.</p> <p>6.1.5. Indicator: The operator pays all employees at least the statutory minimum wage.</p> <p>6.1.6. Indicator: The operator complies with the legal minimum working age.</p> <p>6.1.7. Indicator: The operator takes account of adequate working conditions for women in general, and in particular for pregnant women.</p>

Legality Grid 3 – Importer/exporter/trader

1. Principle: The operator is legally constituted and approved.
<p>1.1. Criterion: The operator is registered.</p> <p>1.1.1. Indicator: The operator is registered in the Trade and Personal Property Credit Register.</p> <p>1.1.2. Indicator: The operator is declared to the tax administration.</p> <p>1.1.3. Indicator: The operator is registered with the body responsible for social security.</p>
<p>1.2. Criterion: The operator is approved.</p> <p>1.2.1. Indicator for all exporters and traders: The operator is approved by the forestry authorities.</p>
2. Principle: The operator holds access rights to forest resources.
Not applicable
3. Principle: The operator imports the timber in accordance with the regulations in force.
<p>3.1. Criterion: The operator complies with statutory requirements.</p> <p>3.1.1. Indicator for all importers: The operator is in possession of an import licence for forest products.</p> <p>3.1.2. Indicator for all importers: The importer verifies the legality of imported timber products.</p> <p>3.1.3. Indicator for all exporters: The operator has their packages checked and regularly declares the products to be exported to the competent authorities.</p>



<p>3.2. Criterion: The operator complies with their tax obligations and pays their forestry fees.</p> <p>3.2.1. Indicator for all exporters: The operator pays the taxes and customs fees.</p> <p>3.2.2. Indicator: The logger has paid their non-tax forest fees to the Ministry of Forestry.</p>
<p>4. Principle: The operator complies with regulations on timber transport.</p>
<p>4.1. Criterion: The operator complies with regulations on the movement of timber and timber products for import and export.</p> <p>4.1.1. Indicator for all exporters: The operator documents the movement of timber and timber products.</p>
<p>5. Principle: The operator complies with their environmental obligations.</p>
<p>5.1. Criterion: The operator implements environmental protection measures in accordance with the regulations in force.</p> <p>5.1.1. Indicator for all exporters and traders: The operator carries out their activities in accordance with the rules on the conservation of fauna, flora and endangered species.</p> <p>5.1.2. Indicator for all exporters: Timber and timber products to be exported are treated in accordance with specific phytosanitary measures.</p>

6. Principle: The operator complies with their social obligations.

- 6.1. Criterion: The operator complies with the Labour Code and the inter-professional collective agreement.
- 6.1.1. Indicator: The operator keeps their employer register up to date.
  - 6.1.2. Indicator: The operator is up to date with their employee contributions.
  - 6.1.3. Indicator: The operator complies with maximum working time.
  - 6.1.4. Indicator: The operator complies with the health and safety requirements applicable to their activities.
  - 6.1.5. Indicator: The operator pays all employees at least the statutory minimum wage.
  - 6.1.6. Indicator: The operator complies with the legal minimum working age.
  - 6.1.7. Indicator: The operator takes account of adequate working conditions for women in general, and in particular for pregnant women.

DESCRIPTION OF LEGALITY VERIFICATION SYSTEM

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## 1. General provisions

Côte d'Ivoire's legality verification system aims to ensure the legality of timber and timber products (hereinafter referred to as 'timber' in this Annex). A FLEGT licence is required for all exports of timber, in accordance with the list of products in Annex I, to countries of the Union. For other countries, a public certificate certifying the legality and traceability of the timber is issued in accordance with the requirements of the LVS.

The LVS is based on national legislation in force. It also incorporates the system of State checks at each stage of the supply chain, i.e. the award of rights and licences, logging, transport, processing, export and import, as well as trading on the domestic market.

The LVS has been developed via a multi-stakeholder process involving the authorities concerned and representatives of civil society organisations, the private sector and local populations, via the traditional authorities.

## 2. Components of the LVS

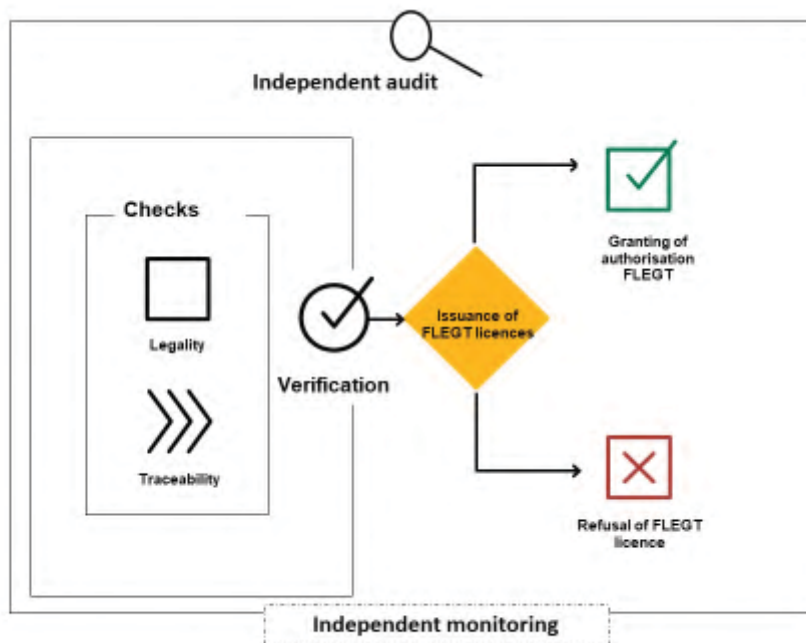
The LVS is made up of the following components:

- a) The definition of legally produced timber given in Annex II of this Agreement sets out the legal and regulatory requirements for timber to be covered by a FLEGT licence or a public legality certificate, as appropriate. Annex II also contains legality grids identifying the principles, criteria and indicators used to verify compliance with the legal and regulatory framework.
- b) Legality and traceability checks aim, on the one hand, to ensure that operators are legally constituted and approved and that their activities are legal and, on the other hand, to trace the journey of timber from felling to the point of marketing or export. This activity covers the checks carried out by the competent State bodies, as provided for in the legal framework and in the administrative documents setting out the detailed procedures for State checks.
- c) Legality and traceability verification is in addition to legality and traceability checks and helps to ensure the legality of marketed and exported timber. Verification targets not only the activities of the operators but also those of the State bodies responsible for issuing documentation and conducting checks. This stage is handled by one or more private verification agencies approved by the forestry authorities.

- d) The licensing authority issues FLEGT licences only for shipments of timber destined for the Union market, in accordance with the procedures set out in Annex V, and following the legality and traceability verification process described in this Annex. The legality of timber destined for export markets outside the Union or for the domestic market is certified by means of specific public certificates also issued by the FLEGT licensing authority, following the legality and traceability verification process described in this Annex.
- e) The independent audit of the system, the terms of reference of which are set out in Annex VI, assesses the functioning, credibility and effectiveness of the LVS. This audit is carried out by an independent body recruited by Côte d'Ivoire in consultation with the Union.
- f) Independent monitoring is an integral part of the LVS. It is led by civil society organisations and provides stakeholders with information on the application of legal and regulatory requirements with a view to improving the governance of the sector.
- g) The complaint management system enables complaints relating to the verification of the legality of timber to be registered and processed in order to give follow-up within the pre-established timeframe. Through dialogue, this system enables the various actors affected by the LVS to submit a complaint concerning the performance of checks and legality and traceability verification or concerning the system for issuing FLEGT licences.

The components of the LVS can be viewed as follows:

Figure 1: Components of the LVS





### 3. Scope of the LVS

#### 3.1. Sources of timber covered by the LVS

The LVS covers all the products defined in Annex I to this Agreement originating in:

- a) forests belonging to legal persons governed by public law, comprising: (i) private forests belonging to the State, made up of classified forests, agro-forests and forests acquired or created by the State in rural areas; and (ii) forests belonging to local authorities, made up of forests classified on behalf of local authorities, forests granted by the State and forests acquired or created by local authorities in rural areas;
- b) forests belonging to legal persons governed by private law and natural persons, made up of natural forests or forests created by legal persons governed by private law on lawfully acquired land and Community forests;
- c) forests belonging to natural persons, comprising:
  - natural forests located on land for which those persons enjoy property rights or customary rights in accordance with Côte d'Ivoire's land laws;
  - forest plantations located on land for which those persons enjoy property rights, customary rights or a leasehold;

- d) natural trees and trees planted outside a forest;
- e) imported timber. However, as provided for in point 5 of this Annex, the legality of timber imported under a FLEGT licence or a CITES permit is recognised as of right;
- f) deforestation and clearing activities and seized forest resources. However, timber from deforestation and clearing activities and seized or confiscated timber will be covered by the LVS without being eligible for a FLEGT licence.

The LVS does not cover timber in transit, as such timber originating from a third country enters the territory of Côte d'Ivoire under customs control and leaves it in the same form and with the same country of origin, without having being processed or marketed. Timber in transit therefore remains separate from the supply chain covered by the LVS, is not subject to legality verification via the LVS, and is not covered by the FLEGT licensing scheme. The LAS also does not cover finished products imported into Côte d'Ivoire and re-exported.

### 3.2. Markets covered by the LVS

The LVS covers the following markets:

- a) the Union market: the LVS enables verification that timber, including imported timber, to be shipped to or marketed in the Union has been legally produced. The system includes compliance checks and procedures to ensure that timber of illegal or unknown origin does not enter the supply chain to the Union. A FLEGT licence is issued following verification of the legal compliance of timber destined for the Union market;
- b) markets outside the Union: the LVS enables verification that timber, including imported timber, to be exported to markets outside the Union has been legally produced. A public legality certificate is issued following verification of the legal compliance of timber destined for markets outside the Union;
- c) the domestic market: the LVS enables verification that timber, including imported timber, to be used domestically has been legally produced. A public legality certificate may be issued following verification of the legal compliance of timber destined for the domestic market.

### 3.3. Actors involved in the LVS

The LVS requires the involvement of the following actors:

- a) The JIC is the implementation body set up by the Parties to this Agreement, as provided for in Article 19 thereof and Annex X thereto.
  
- b) The system of State checks is handled by those public authorities, including the bodies under their authority, that are authorised to carry out legality and traceability checks and responsible for ensuring compliance with the legislation listed in Annex II to this Agreement (see point 4.1 of this Annex).

- c) When implementing this Agreement, Côte d'Ivoire sets up a National Forestry Governance Committee (NFGC), to which permanent technical secretariat services are provided by a department responsible for forest legality and traceability. This department is designated by the forestry authorities, which provides it with the operational resources necessary to guarantee its autonomy. The NFGC and the department responsible for forest legality and traceability will emerge from the current Technical Committee on Negotiating the FLEGT Voluntary Partnership Agreement (VPA) and its secretariat. In addition to its powers related to implementation of the National Strategy for Forest Preservation, Rehabilitation and Extension, the NFGC acts as a steering committee for the LVS and the complaint management system linked to the LVS. Côte d'Ivoire ensures that the various stakeholders in the forestry sector, including the public and private sectors, civil society and the traditional authorities are part of the NFGC and effectively perform their functions in relation to the LVS. The department responsible for forest legality and traceability is a permanent body which assists the NFGC in its tasks of steering and handling complaints, manages the data management system, and facilitates dialogue between the various administrative departments concerned by the LVS, including via a working group in which they are represented.
- d) The licensing authority is a body under the authority of the Ministry of Forestry (see point 8 of this Annex and Annex V to this Agreement).
- e) Verification audits are carried out by one or more verification agencies, which are private entities approved for this purpose by the forestry authorities during the implementation phase of this Agreement (see point 4.2.2 of this Annex).

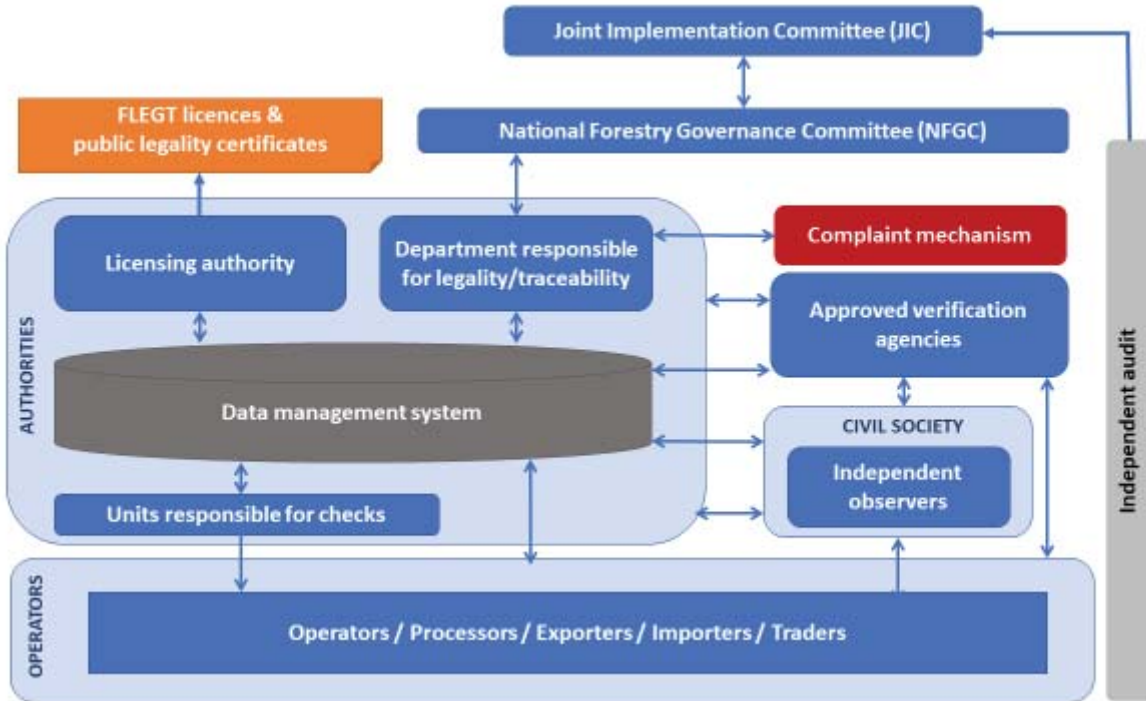
- f) All operators involved along the timber value chain are covered by the LVS. The legality grids given in Annex II to this Agreement are based on three types of operator: (i) loggers – legal or natural persons approved for logging by the Ministry of Forestry. Felling trees and shaping and transporting timber, as well as any other timber extraction for commercial purposes, are deemed to be logging activities; (ii) processors – producers of material goods by means of processing and developing the wood raw material. They are also responsible for transporting timber between processing plants; and (iii) domestic timber traders, timber importers and exporters – operators who market, import or export timber.
- g) Civil society is involved in the LVS as an independent observer. It interacts with other actors involved in the LVS, participates as an observer in verification activities, and has access to the information requirement to fulfil this observation role (see point 10 of this Annex).

h) The independent auditor assesses the proper performance and effectiveness of the LVS (see point 9 of this Annex and Annex VI of this Agreement). Independent audits cover the role and activities of actors insofar as they concern the LVS. In order to determine whether verification actually detects possible cases of non-compliance at check level and on the ground, the independent auditor also audits the relevant activities of:

- the authorities responsible for issuing logging, processing and marketing licences;
- the authorities responsible for legality and traceability checks;
- loggers, processors, importers, exporters and traders.

The following diagram illustrates the interactions between these different actors:

**Figure 2: Actors involved in the LVS**



### 3.4. Activities covered by the LVS

The LVS cover all activities of forest-based operators, from the award of title deeds, logging, processing, marketing on the domestic market, to the import and export of the products listed in Annex I to this Agreement. The LVS also covers the activities of the State bodies responsible for issuing documentation and conducting checks.



The LVS is based on the definition of legally produced timber (see Annex II), which provides the basis for assessing the legal compliance of all activities related to the production and marketing of timber.

The LVS includes enhanced checks with a level of verification necessary to verify compliance with legality and traceability requirements and to detect any cases of non-compliance with those requirements.

#### 4. Checks and verification

The LVS is divided into two stages. The first stage concerns the checks carried out by the competent administrative services (State checks). The second stage concerns the verification carried out by one or more private verification agencies approved by the forestry authorities whose activities are supervised by the department responsible for forest legality and traceability.

##### 4.1. Checks

Legality checks aim to ensure that operators are legally constituted and approved and that the activities carried out throughout the forest/timber industry are legal.

Traceability checks aim to trace the route of the timber from the logging site or border post (where the timber entered Côte d'Ivoire) to the point of marketing on the national market or export, while ensuring that the supply chain is watertight.

This stage concerns the usual checks carried out by the competent State bodies and provided for in both the legal framework and the check procedures. Checks therefore target all operators in the sector: operators, processors, importers, exporters and traders.

#### 4.1.1. Legality checks

Legality checks cover the activities of authorised administrative departments responsible for ensure compliance with the legal and regulatory requirements set out in Annex II to this Agreement (see table below).

Table: Main State bodies involved in legality checks, by type of operator			
	<b>Grid 1:</b> Logger	<b>Grid 2:</b> Processor	<b>Grid 3:</b> Export/importer (traders)
<b>Principle 1:</b> Legal constitution and approvals	checks conducted chiefly by the competent courts (commercial court, court of first instance or detached section of the court), the body responsible for social security, and the tax, trading and forestry authorities	checks conducted chiefly by the competent courts (commercial court, court of first instance or detached section of the court), the body responsible for social security, and the tax, trading and forestry authorities	checks conducted chiefly by the competent courts (commercial court, court of first instance or detached section of the court), the body responsible for social security, and the tax, trading and forestry authorities
<b>Principle 2:</b> Access rights to forest resources	checks conducted chiefly by the forestry and land authorities	not applicable	not applicable
<b>Principle 3:</b> Exercise of activities in accordance with the rules in force	checks conducted chiefly by the forestry and tax authorities	checks conducted chiefly by the forestry and tax authorities	checks conducted chiefly by the forestry, tax and customs authorities

Table: Main State bodies involved in legality checks, by type of operator			
	<b>Grid 1: Logger</b>	<b>Grid 2: Processor</b>	<b>Grid 3: Export/importer (traders)</b>
<b>Principle 4:</b> Transport of timber	checks conducted chiefly by the forestry authorities	checks conducted chiefly by the forestry authorities	checks conducted chiefly by the forestry and customs authorities
<b>Principle 5:</b> Environmental obligations	checks conducted chiefly by the forestry and environment authorities	checks conducted chiefly by the forestry and environment authorities	checks conducted chiefly by the forestry, agriculture and environment authorities
<b>Principle 6:</b> Social obligations	checks conducted chiefly by the forestry authorities and the bodies responsible for social security, health and safety at work, and employment	checks conducted chiefly by the forestry authorities and the bodies responsible for social security, health and safety at work, and employment	checks conducted chiefly by the forestry authorities and the bodies responsible for social security, health and safety at work, and employment

The activities involved in this stage include the issuing of documents, documentary checks (validity and regularity of the document, accuracy of data, etc.), on-the-spot checks and any other checks performed by the competent authorities.

The specifics of the various procedures and the allocation of powers concerning legality and traceability checks evolve periodically to reflect political priorities and ministerial reshuffles and to move towards paperless procedures and administrative check documentation. Côte d'Ivoire ensures that all manuals, guidelines and other administrative documents setting out the check procedures followed by the various authorities are made available to the public by posting them on the FLEGT LVS website. Such documentation includes:

- manuals of procedure of the authorities concerned by the LVS;

- technical rules and standards established by the authorities concerned by the LVS.

#### 4.1.2. Traceability checks

The national traceability system makes it possible to track all timber from the logging site or border post (where the timber entered Côte d'Ivoire) to the place of marketing or export, via the transport and processing stages. In order to ensure effective traceability of timber throughout the supply chain, the national traceability system enables the accuracy of the data reported at each stage to be confirmed and the consistency of said data from one stage to the next to be ensured.

The national traceability system is finalised upon implementation of this Agreement. Traceability is monitored according to the following main steps:

Step 0: control of the boundaries of the forest parcel

Step 1: survey/inventory

Step 2: felling and marking of stumps and trunks

Step 3: conditioning (cutting in forest)

Step 4: loading logs

Step 5: transport of logs to the factory's log yard

Step 6: receipt of logs at the factory's log yard

Step 7: preparing logs (spreading/cutting)

Step 8: entry into the processing chain

Step 9: processing

Step 10: monitoring of production (including packing, if applicable)

Step 11: monitoring of marketing

A timber traceability check manual is drawn up by the Côte d'Ivoire forestry authorities and posted on its website.

## 4.2. Verification

### 4.2.1. Verification targets

The verification stage is in addition to the check stage and aims to ensure the legality and traceability of imported, marketed or exported timber. Verification therefore targets not only operators but also the State bodies responsible for issuing documentation and conducting checks.

As a rule, legality is verified by operator and by logging permit for a fixed and renewable period of validity, while traceability is verified by shipment. However, in specific cases to be set out in the verification manual referred to in point 4.2.3, legality may be verified by shipment or traceability by operator.

#### 4.2.2. Verification agencies

Verification audits are carried out by one or more private agencies approved by the forestry authorities (hereinafter ‘agency’). Such approval empowers an agency to carry out legality and traceability verification within the LVS. Approval is granted for a fixed and renewable period, following consultation of a multi-stakeholder advisory committee and following an open and transparent process.

In order to obtain approval, an agency must be able to demonstrate the following qualifications:

- proven experience in auditing and conformity assessment in forest management, timber processing, timber traceability, transport, logistics, customs, and supply chain management systems;
- good knowledge of national, sub-regional (Economic Community of West African States, ECOWAS) and international trade in timber and timber products and the commercial forestry sector;
- good knowledge of the forest/timber industry in Côte d’Ivoire;
- excellent oral and written communication skills in French;
- proven ability to work with a wide range of stakeholders.

In addition, the agency must be able to:

- demonstrate impartiality and have no conflicts of interest with or illegal stake in forest operators or with the authorities involved in the LVS;
- mobilise qualified and experienced audit staff.

The main tasks of an agency include:

- conducting first-level documentary verification audits;
- conducting second-level documentary verification audits;
- conducting on-the-spot verification audits;
- holding kick-off and closing meetings;
- drafting verification reports and registering them in the data management system.

Agencies must:

- act professionally and with integrity at all times and in all circumstances;
- base their findings on facts and evidence, including those obtained from on-the-spot surveys and documentary analyses;

- consult all stakeholders and in particular those organisations active in independent forest monitoring;
- comply with the procedures and practices laid down in the verification manual (see point 4.2.3)

The department responsible for forestry legality and traceability of forestry administration supervises the activities of the verification agencies.

#### 4.2.3. Verification manual

A verification audit (hereinafter ‘audit’) comprises a set of legality and traceability verification activities, under an audit contract between an operator and an agency. In order to ensure uniform verification requirements, Côte d'Ivoire draws up, as part of a participatory process, an administrative and technical verification manual (hereinafter ‘verification manual’) listing the verifiers. This verification manual also includes terms of reference and the detailed protocols and verification tools covering the various verification tasks. It is approved by the JIC and published by Côte d'Ivoire.



#### 4.2.4. Audit contract

The operator enters into a contract with an agency, specifying the scope of the verification activities. Legality verification may cover all of the operator's operations or only part of them, as established in an access right permit for the resource (e.g. operations linked to a specific concession). Traceability verification may cover only timber shipments linked to operators, permits and operations of verified legality.

An audit contract between the operator and the agency establishing the scope, cost and conditions of the verification activities is required for such activities to commence. A copy of the audit contract is made available to authorities and the independent auditor via its registration in the data management system. Independent observers may consult the scope, cost and conditions of the verification activities.

#### 4.2.5. Verification plan and activities

Once the verification contract has been signed, the agency draws up a verification plan including appointment of the audit team, the verification programme and the timetable of activities. This plan is sent to the operator and the dates for verification are agreed upon at the kick-off meeting referred to in point 4.2.6.

#### 4.2.6. Kick-off meeting

At the kick-off meeting, the agency examines the objective, scope, timetable and methodology of the audit in the presence of the operator, so as to allow the latter to ask questions regarding how verification activities are conducted. The minutes of the meeting and the verification plan are made available, with the agreement of the operator, to the authorities, the independent observers and the independent auditor via their registration in the data management system.

#### 4.2.7. Audit activities

In order to gather evidence of compliance with the legality requirements laid down in the legality grids in Annex II, the agency carries out checks at several levels:

- a) First-level documentary verification: checking the presence and conformity of all the documents listed in the verification manual. This includes: (i) verification of the presence of all legality documents in the data management system. Should any documents be missing, the agency asks the operator and, where appropriate, the authority concerned to provide them; (ii) verification of the conformity of the documents, including the conformity of stamps, signatures, dates and other formal elements, and the validity of the information contained in the documents; and (iii) verification of the operator's internal traceability system using the functions of the data management system.

- b) Second-level documentary verification: on the basis of a risk analysis, the audit includes a thorough verification of the authenticity, conformity and validity of the documents. This thorough documentary verification includes: (i) verification of the authenticity of the documents with the authorities and bodies having issued them; (ii) verification of compliance with the procedure for issuing documents, including the procedure for issuing logging, processing and marketing licences; (iii) thorough verification of the data included in the verifiers, including cross-checks with other documents; and (iv) thorough verification of the operator's internal traceability system.
  
- c) On-the-spot verification: on the basis of a risk analysis, each audit involves one or more on-the-spot inspections to verify whether the presence and compliance of the verifiers actually reflect compliance on the ground with the legality requirements laid down in the definition of legally produced timber given in Annex II.

The risk analyses referred to in points (b) and (c) are performed by the agencies. They take into account the findings of previous verifications (of the same and previous audits), information provided or published as part of independent monitoring, complaints received in the complaint management system, any private certificates and other elements the authorities, the NFGC, the JIC deem relevant for this purpose. This means that the verification activities and timetable agreed upon by the operator and the agency at the kick-off meeting may be supplemented by additional activities and missions based on any elements discovered or communicated after this stage. The verification manual describes in detail how the agency carries out these risk analyses at the various stages of the audit. The department responsible for forest legality and traceability flags in the data management system the data to be taken into account in risk analyses and regularly updates them.

#### 4.2.8. Closing meeting

At the closing meeting, the agency presents to the operator the findings and conclusions of the verification, in particular any problems that may have been identified. The operator has the opportunity to ask questions regarding the verification findings and to provide answers or clarifications on the elements presented by the agency. The minutes of the meeting are made available to the authorities, the independent observers and the independent auditor via their registration in the data management system.

#### 4.2.9. Audit report

The agency draws up an audit report based on the template given in the verification manual. The report includes a description of any findings of non-compliance and a recommended conclusion of compliance or non-compliance in respect of the operations and shipments defined in the audit contract. This provisional audit report is sent to the operator, who may provide clarifications or replies.

Once the operator's replies have been processed, the final report and any comments received from the operator are made available to the authorities, the independent observers and the independent auditor via their registration in the data management system.

#### 4.2.10. Decision-making on legality

The agency's conclusions and recommendations enable the department responsible for forestry legality and traceability to take a decision on compliance or non-compliance, giving the operator a green or red light, as appropriate, in the data management system, according to the scope of the verification carried out (see point 4.2.4).

There are two possible scenarios:

- If the operator does not object to the conclusions or recommendations presented in the audit report, the department responsible for forestry legality and traceability makes its decision within a period not exceeding 7 calendar days. If the department responsible for forestry legality and traceability decides to give a red light (non-compliance), the agency and the operator are informed of the reasons underpinning that decision via the data management system.
- If the operator disagrees with the conclusions or recommendations presented in the audit report, or for any other reason deemed relevant by the department responsible for forestry legality and traceability, the latter may decide to extend the deadline for taking its decision. The department responsible for forestry legality and traceability informs the operator of the extended deadline either via the data management system or in writing within a period not exceeding 7 calendar days.

Decisions made by the department responsible for forestry legality and traceability may be appealed via the complaint management system described in point 11 of this Annex (a non-contentious appeal to the department responsible for forestry legality and traceability followed, if necessary, by an appeal to the NFGC).

In cases of non-compliance (red light), once the non-compliance issue has been resolved, the operator may re-contract an agency to conduct a special verification audit to confirm resolution of the non-compliance issue. However, if confirmation of such resolution does not require re-verification on the ground, the department responsible for forestry legality and traceability may provide confirmation without the operator needing to have recourse to a special audit.

Compliance (green light) is valid for a period of one year, after which the operator must commission a new audit, which takes into account the findings of the previous audit.

In the course of its period of validity, compliance may be suspended or cancelled by the department responsible for forestry legality and traceability, if necessary by decision of the NFGC following handling of a complaint. Suspension or cancellation is decided on the basis of new information, complaints, special audits (see point 4.2.12) or other relevant elements. The reasons are communicated to the operator in the data management system. If the data management system is not operational, the operator is informed in writing.

#### 4.2.11. Decision-making on traceability

Since the audit is the only time that the agency can verify the traceability of timber shipments at the various stages of the supply chain, the report gives conclusions and recommendations on the overall traceability of operations valid at the time of the audit.

Once an application for a FLEGT licence has been received, the department responsible for forestry legality and traceability verifies traceability for the shipment covered by the application by means of the data management system and taking into account the agency's report.

The department responsible for forestry legality and traceability may ask the operator for further information or require a special or additional audit as provided for in point 4.2.12.

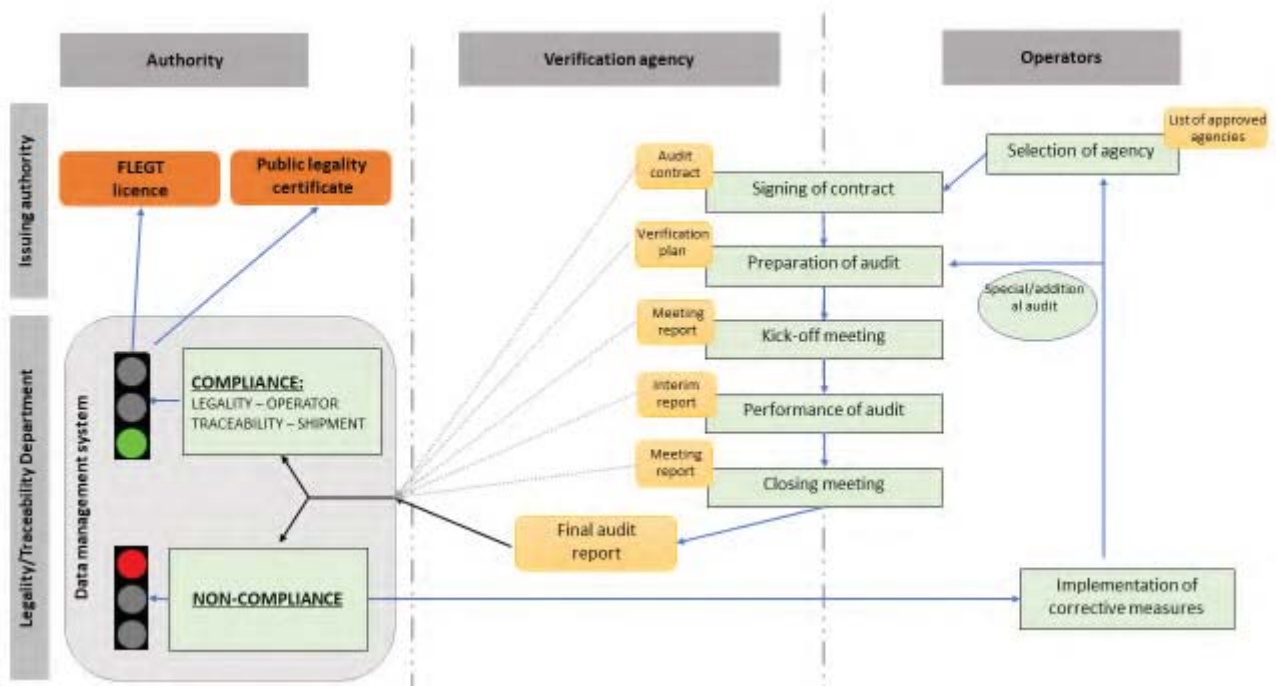
#### 4.2.12. Special or additional audits

During the period for which legality has been verified, the operators concerned are required to inform the department responsible for forestry legality and traceability of any significant changes in the ownership, structures, management or operations concerned. The department responsible for forestry legality and traceability may ask the operator to carry out a special or additional audit on the basis of this information or of any other elements deemed relevant.

An additional audit corresponds to a new audit as described in points 4.2.4 and 4.2.11, which takes into account the relevant findings of the previous audit. A special audit enables verification of specific points to supplement the findings of a previous audit (carried out less than 12 months before the special audit). A special audit also enables confirmation of the resolution of any cases of non-compliance identified in a previous audit. Therefore, the findings of a special audit are valid only for the remaining duration of the initial audit it supplements. The verification manual contains detailed arrangements for such additional and special audits.



Figure 3: Stages of a verification audit



5. Recognition of private and public certificates

With a view to identifying good practices in the forestry sector, private certification schemes that include verification of compliance with applicable legislation may be used as part of the risk assessment procedure.

To this end, Côte d'Ivoire assesses private certification schemes in accordance with LVS requirements and draw up a list of recognised private certification schemes to be taken into account in risk analysis. This list is communicated to the JIC and published on the website of the Ministry of Forestry. The list of recognised schemes is reassessed and, where necessary, updated on a regular basis.

Côte d'Ivoire may develop procedures to allow for a recognised private certification audit, as provided for in the second subparagraph, to also serve as a verification audit. These procedures must be set out in the verification manual.

The legality of imported timber under a FLEGT licence and/or a CITES permit is recognised as of right. Private and public certification schemes may also be used to prove the legal origin of imported timber.

#### 6. Data management system

A centralised national system for documenting, checking and verifying legality and traceability is set up by Côte d'Ivoire.

The data management system is administered by the department responsible for forest legality and traceability. Authorised operators and administrations access the system to record data and documents used to verify legality. Administrations are also authorised to validate data in the system. In specific cases, documents may be submitted or sent to the administration in writing. Where the data management system is not operational, copies of the documents to be registered therein are sent to the administration in writing and made accessible for independent monitoring and independent auditing. When the system is once again operational, the documents concerned are registered as provided for in the verification manual.

Verification agencies may access the data management system with no right of modification to perform the documentary verification tasks within their remit. The agencies may also register the various documents resulting from the verification as provided for in point 4.2.

The independent auditor and civil society organisations involved in the independent monitoring have access to the data management system with no right of modification to consult all important or relevant information, documents and data needed to assess that the LVS is being properly implemented and is effective.

Côte d'Ivoire draws up and publishes the conditions and procedures for obtaining access rights to the data management system and identifies the data that are accessible to the general public.

## 7. Handling cases of non-compliance

Cases of non-compliance may be identified and addressed at any stage of the verification. Any case of non-compliance identified during the verification is communicated to the operator and, where appropriate, to the department of the administration concerned in order to enable additional elements to be provided and corrective measures to address the case in question.

Cases of non-compliance falling within the remit of the competent State issuing and monitoring services are communicated by the verification agency to the department responsible for forest legality and traceability and to the relevant administrative department in the data management system. A working group in which the various departments of the administrations involved in the LVS are represented helps to handle and resolve cases of non-compliance and may make recommendations to the relevant departments. The department responsible for forestry legality and traceability acts as the secretariat of the working group.

## 8. Issuing FLEGT licences and legality certificates

A FLEGT licence certifies that timber is legally produced and traced. It is issued after verification that timber to be exported to the Union complies with legality and traceability requirements.

A FLEGT licence is required for all exports of timber, in accordance with the list of products set out in Annex I, to the Member States of the Union. It is issued by a licensing authority designated or established by and under the authority of the Minister for Forestry.

The procedure and technical specifications for issuing FLEGT licences are set out in Annex V to this Agreement.

The legality of timber destined for export markets outside the Union is certified by means of public legality certificates issued by Côte d'Ivoire, following verification of the timber's legality and traceability as laid down in this Annex. A public legality certificate may be issued for timber for domestic consumption following verification in the LVS that the timber has been legally produced.

#### 9. Independent audit

An independent audit assesses the proper implementation and effectiveness of the LVS. It also makes it possible to identify gaps and weaknesses in the implementation of the LVS and make recommendations to the JIC.

Where appropriate, any gaps and weaknesses in the implementation of the LVS identified by the independent auditor is taken into account during the verification process, in particular for risk analyses carried out with a view to establish the need for second-level verification and verification on the ground.

The specifications for the independent audit are set out in Annex VI.

## 10. Independent monitoring

The LVS includes independent monitoring by civil society organisations. Independent monitoring is a non-State mission monitoring forestry and agroforestry activities. This is provided for by Côte d'Ivoire legislation and carried out by civil society organisations with the aim of collecting and sharing reliable and verifiable information on forest management for the purpose of improving forest governance. It is therefore carried out either on a permanent basis or during a term of office. Consequently, independent monitoring may be external or mandated.

In the context of the LVS, independent monitoring covers in particular the following activities:

- organising autonomous independent monitoring missions,
- participation as an observer in control missions and verification audits on the ground,
- identifying malfunctions, indicia, infringements of regulations applicable to forestry activities, and drawing up independent monitoring reports, and
- alerting stakeholders of any detected illegal activities.

Organisations carrying out independent monitoring activities have access to the data management system.

Independent monitoring reports are registered in the data management system and are taken into account in the verification process, in particular for risk analyses used to identify the need for second-level verification and verification on the ground, as well as special or additional auditing needs.

Organisations carrying out independent monitoring activities may accompany audit missions, at their own expense. They must respect trade secrecy on such missions.

Independent monitoring missions cover operators and their activities as well as the functioning of the competent State bodies (in particular with regard to the issuing documentation and the execution of checks) and the activities of verification agencies.

#### 11. Complaint management system

The LVS provides for the possibility for the various actors involved to submit complaints concerning checks and verification of legality and traceability as well as FLEGT licencing.

The LVS complaints management system is a mechanism for preventing and resolving, through dialogue, conflicts and disputes related to verification of timber legality. As such, it enables LVS stakeholders to file complaints, claims, grievances or any other type of assertion of a right with the relevant bodies.

The bodies responsible for managing complaints are the department responsible for forest legality and traceability and the NFGC.

As regards complaint management, the tasks of the department responsible for forest legality and traceability are to:

- receive and register complaints and comments, whether lodged orally or in writing and entered in the complaints register of the data management system;
- handle the administrative review if the complaint concerns a decision taken by the department itself;
- carry out any necessary research, collection of information or consultation;
- make recommendations to the NFGC;
- prepare and transmit periodic complaint handling and management reports to the NFGC; and
- ensure that solutions to complaints are implemented by a set deadline.

In terms of complaint management, the tasks of the NFGC are to:

- provide the necessary guidance and guidelines for the implementation of the complaint management system;



- monitor and assess the implementation of the complaints management system;
- handle appeals against decisions taken by the department responsible for forest legality and traceability following an unsuccessful administrative review; and
- prepare and submit regular complaint handling and management reports to the JIC.

In order to ensure wide accessibility to the complaint management system, complaints may be filed anonymously. It is also possible for civil society organisations, the traditional authorities and trade unions to submit a complaint on behalf of local communities or workers respectively.

The procedure for managing complaints, including deadlines for review and appeal, is specified in the verification manual.

CONDITIONS GOVERNING THE RELEASE FOR FREE CIRCULATION IN THE UNION OF  
TIMBER AND TIMBER PRODUCTS EXPORTED FROM CÔTE D'IVOIRE UNDER A FLEGT  
LICENCE

1. General framework

The legal basis of the provisions laid down in this Annex is Commission Regulation (EC) No 2173/2005 and Regulation (EC) No 1024/2008 of 17 October 2008 laying down detailed measures for the implementation of Council Regulation (EC) No 2173/2005<sup>1</sup>, which govern the conditions for the entry into the Union market of timber and timber products covered by a FLEGT licence from a partner country.

2. Handling FLEGT licences

The FLEGT licence is communicated to the competent authorities of the Member State of the Union in which the consignment covered by that licence is declared for release for free circulation. This may be done electronically or by any other expeditious means.

The competent authorities referred to above inform the customs authorities, in accordance with the applicable national procedures, as soon as a FLEGT licence has been accepted.

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<sup>1</sup> OJ EU L 277, 18.10.2008, p. 23.

### 3. Documentary checks of FLEGT licences

FLEGT licences in paper format must conform to the template set out in Appendix 1 to Annex V. A FLEGT licence that does not meet the requirements and specifications set out in Annex V is invalid.

A FLEGT licence is considered void if it is lodged after the expiry date indicated on the licence.

A FLEGT licence may not contain any alterations or overwriting.

No extension of the validity of a FLEGT licence is accepted without prior approval by the licensing authority.

No duplicate or replacement licence is accepted unless it has been issued and validated by the licensing authority.

### 4. Requests for additional information

Where there are doubts as to the validity or authenticity of a FLEGT licence, or a duplicate or replacement FLEGT licence, the competent authorities may request additional information from the licensing authority.

A copy of the FLEGT licence, duplicate or replacement FLEGT licence in question may be sent together with the request.

5. Verifying the conformity of the FLEGT licence with the consignment

If further verification of the shipment is considered necessary before the competent authorities can decide whether a FLEGT license may be accepted, checks may be carried out to establish whether the consignment in question conforms to the information provided in the FLEGT license and to the records relating to the relevant FLEGT license held by the licensing authority.

Where the volume or weight of the timber products contained in the consignment presented for release for free circulation does not deviate by more than 10% from the volume or weight indicated in the corresponding FLEGT licence, the consignment is considered to conform to the information provided in the FLEGT licence as far as volume or weight is concerned.

Where there are doubts as to whether the shipment conforms with the FLEGT licence, the competent authority concerned may seek further clarification from the licensing authority.

The licensing authority may request the competent authority to send a copy of the FLEGT license or the replacement in question.

Where necessary, the licensing authority withdraws the FLEGT licence and issues a corrected version in accordance with Annex V.

If the competent authority receives no answer within 21 calendar days of the request for further clarification, the competent authority rejects the FLEGT licence and acts in accordance with the applicable legislation and procedures.

A FLEGT licence cannot be accepted if it has been established (where necessary after provision of additional information in accordance with point 4 or a further investigation in accordance with this point) that the FLEGT licence does not correspond to the consignment.

#### 6. Verification before arrival of the consignment

A FLEGT licence may be submitted before the arrival of the corresponding consignment.

The FLEGT licence is accepted if it meets all the requirements set out in Annex V and no additional verifications are considered necessary in accordance with points 4 and 5 of this Annex.

#### 7. Other issues

Any verification-related costs are borne by the importer, unless otherwise provided for by the legislation and procedures of the Member State of the Union concerned.

Where persistent disagreements or difficulties arise from the verification of FLEGT licences, the matter may be referred to the JIC, informing the licensing authority thereof.

8. Release for free circulation

The number of the FLEGT licence covering the timber and timber products covered by the declaration appears in box 44 of the single administrative document containing the customs declaration for release for free circulation.

Where the customs declaration is made electronically, the reference is provided in the relevant box.

Timber and timber products can be released for free circulation only after completion of the procedures set out in this Annex.

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## FLEGT LICENSING PROCEDURE AND TECHNICAL SPECIFICATIONS

### 1. General requirements relating to FLEGT licences

In accordance with Article 6 of this Agreement, FLEGT licences certify that timber and timber products are legally produced and have been traced in accordance with the provisions of Annex III.

A FLEGT licence is required for all exports of timber and timber products to the Member States of the Union, in accordance with the list of products set out in Annex I. For other countries, a public certificate certifying the legality and traceability of the timber is issued in accordance with the requirements of the LVS.

A FLEGT licence is issued for a single consignment of a single exporter to a single point of entry into the Union.

Detailed requirements and procedures for issuing, renewing or extending the validity, withdrawal, replacement and management of FLEGT licences are laid down in the verification manual referred to in point 4.2.3 of Annex III.

## 2. Licensing authority

The licensing authority falls under the responsibility of the Ministry of Forestry.

The composition, powers and functioning of the licensing authority are defined by a regulatory text.

The licensing authority is the competent service for the exchange of information between Côte d'Ivoire and the competent authorities on matters relating to FLEGT licences.

## 3. Procedure for issuing FLEGT licences

The FLEGT licence is issued after verification of the legal compliance and traceability of the timber and timber products to be exported, as set out in Annex III.

The procedure for issuing a FLEGT licence is as follows:

- Step 1 – Receipt of the application: The exporter completes and submits a FLEGT licence application using the form established by the licensing authority.



- Step 2 – Examination of the application: The licensing authority ensures that the compliance of the timber and timber products to be exported has been verified in accordance with Annex III.
  
- Step 3 – Decision to issue the authorisation
  - If they are compliant, the licensing authority issues the FLEGT licence to the exporter concerned.
  
  - If they are non-compliant, the issuing authority rejects the application, informing the exporter concerned. The procedure for handling cases of non-compliance is laid down in Annex III.

FLEGT licence applications are submitted and processed electronically through the data management system. However, in the event of a malfunction of the data management system, they may be submitted and processed manually. In that case, the application for a FLEGT licence must be accompanied by a certificate of legality and traceability issued by the department responsible for forest legality and traceability in accordance with the procedures described in Annex III.

The licensing authority may withdraw any FLEGT licence containing an error and issue a corrected licence marked *Corrected Authorisation*, stamped and signed by the licensing authority.

The issuing of a FLEGT licence is subject to the payment of a fee, the amount of which and the manner in which it is paid is established in a regulatory text.

#### 4. General specifications of FLEGT licences

A FLEGT licence may be issued in either paper or electronic format.

The licence contains the information set out in Appendix 1, in accordance with the explanatory notes provided in Appendix 2.

For complex shipments for which it is not possible to include all the required information referred to in the first template in Appendix 1, an attachment entitled ‘Additional description of goods attached to the FLEGT licence’ is added. The attachment includes qualitative and quantitative information on the description of the shipment, as specified in Appendix 1. In that case, the corresponding boxes in the licence do not include information on the shipment, but a reference to the attachment.

The FLEGT licence is valid starting from the issuing date thereof.

The FLEGT licence is valid for 6 months and may be extended for a maximum of 3 months. The expiry date is indicated on the FLEGT licence.

Following its expiry, the licence is considered as void.

Where the timber and timber products covered by a FLEGT licence have been destroyed, the licence ceases to be valid and the operator informs the licensing authority accordingly.

5. Technical specifications for FLEGT licences in paper format

Paper-based FLEGT licences must conform to the format set out in Appendix 1.

The FLEGT licence is issued in A4 format.

The FLEGT licence is issued in six copies, each marked as follows:

- a copy marked *ORIGINAL* for the competent authority of the Member State of the Union in which the shipment covered by that licence is declared for release for free circulation,
- a copy marked *CUSTOMS AUTHORITY OF THE EUROPEAN UNION* for the customs authority of the Union,
- a copy marked *EXPORTER* for the FLEGT licence applicant,
- a copy marked *CÔTE D'IVOIRE CUSTOMS AUTHORITY* for the customs authority of Côte d'Ivoire,
- a copy marked *FLEGT LICENCE ISSUING AUTHORITY* to be kept by the licensing authority, and

- a copy marked *ARCHIVES* for the archives kept by the Ministry of Forestry of Côte d'Ivoire.

The FLEGT licences are filled in using either a typewriter or a computer. They may be filled in by hand, if necessary. The quantities are entered by the licensing authority in such a way as to make it impossible to insert additional figures or details.

Each copy of the authorisation is dry stamped and signed by the licensing authority.

The FLEGT licence displays a reference number and a bar code. It may not contain any alterations or overwriting.

FLEGT licence forms are printed out and filled in in French.

With the exception of the copies the Ministry of Forestry and the licensing authority for filing purposes, all other copies are given to the applicant, who keeps their copy and sends the others to the relevant recipients.

## 6. Lost or destroyed FLEGT licences

In the event of loss or destruction of one of the copies listed in point 5.3, the exporter or their authorised representative may request the licensing authority to issue a replacement FLEGT licence. The FLEGT licence holder or their authorised representative attaches to their application a declaration of loss of the copy in question issued by the National Police or the National Gendarmerie of Côte d'Ivoire.

The FLEGT licensing authority issues the replacement FLEGT licence(s) within 48 hours of receipt of the exporter's request.

Replacement FLEGT licenses contain the information and data appearing on the original FLEGT licence, including the licence number.

Replacement FLEGT licences are marked *Alternative Licence*, stamped and signed by the licensing authority.

Issuance of a replacement FLEGT licence renders the original licence null and void. Where the lost or stolen document is found, it must be destroyed or returned to the licensing authority.

7. Doubts concerning validity of the FLEGT licence

Where there are doubts as to the validity or authenticity of a FLEGT license or a FLEGT replacement license, the competent authorities may request additional verification from the licensing authority.

Where the licensing authority deems it necessary, it may ask the competent authorities to send a copy of the FLEGT license or the replacement FLEGT licence in question.

Where the licensing authority deems it necessary, it withdraws the FLEGT licence and issue a corrected copy marked *Corrected Licence*, stamped and signed by the licensing authority, and forward it to the competent authorities.

Where the validity of the FLEGT licence is confirmed, the FLEGT licensing authority informs the competent authorities accordingly, preferably by electronic means, and returns the copies of the FLEGT licence. The returned copies are marked *Validated on ...*, stamped and signed by the licensing authority.

Where the FLEGT licence in question is not valid, the licensing authority informs the competent authorities, preferably by electronic means.

8. Technical specifications with regard to computerised FLEGT licences

The FLEGT licence may be issued and used by means of computerised systems.

In Member States of the Union that are not connected to a computerised system, a paper-based licence is made available.

9. Terminology

For the purposes of Côte d'Ivoire, the following terms are defined as follows:

- a) 'commercial description of timber or timber products': description of the nature of the products,
- b) 'means of transport': mode of transport from the point of export: 'maritime'/'air'/'land',
- c) 'common and scientific names': the common trade names and scientific names of the categories of timber used in the product. It is not advisable to use the vernacular name if it is not usually recognised in international trade,
- d) 'country of harvest': country where the timber for the timber and timber products concerned is harvested.

## Appendices

1. FLEGT licence template and template of the additional description of goods attached to the FLEGT licence
2. Explanatory notes



FLEGT licence template

Coats of arms and logos of the  
Côte d'Ivoire

**European Union**

**FLEGT**

<b>ORIGINAL</b>	1	1. Licensing authority Name: Address:	2. Importer Name: Address:
		3. FLEGT licence number	4. Date of expiry
		5. Country of export	7. Means of transport
		6. ISO code	
		8. FLEGT licence holder (name and address)	
		9. Commercial description of timber or timber products	10. HS codes
1			

11. Common and scientific names	12. Country of harvest	13. ISO codes
14. Volume (m <sup>3</sup> )	15. Net weight (kg)	16. Number of units
17. Distinctive marks		
18. Signature and stamp of the FLEGT licencing authority  Place: Date:		

Template of the additional description of goods attached to the FLEGT licence

Addition description of goods attached to the FLEGT licence								
FLEGT licence number:								
Item #	Commercial description of timber or timber products	SH code	Common and scientific names	Country of harvest	ISO code of country of harvest	Volume (m <sup>3</sup> )	Net weight (kg)	Number of units
Signature and stamp of the FLEGT licencing authority								
Place:								
Date:								

Explanatory notes

General information

- Complete in capital letters.
- When mentioned, ISO codes refer to the two-letter international standard country code.
- The terms 'European Union' and 'FLEGT' indicate that the licence covers a shipment to the Union.
- The word ORIGINAL is replaced by one of the following, depending on the addressee of the copy: 'CUSTOMS AUTHORITY OF THE EUROPEAN UNION', 'EXPORTER', 'CUSTOMS AUTHORITY OF THE CÔTE D'IVOIRE', 'FLEGT LICENSING AUTHORITY' or 'ARCHIVES'.

Box 1	Licensing authority	Indicate the full name and address of the licensing authority.
Box 2	Importer	Indicate the full name and address of the importer.
Box 3	FLEGT licence number	Indicate the licence number.

Box 4	Date of expiry	Indicate the licence date of expiry.
Box 5	Country of export	Indicate the partner country from where the timber and timber products were exported to the Union.
Box 6	ISO code	Indicate the two-letter code for the partner country referred to in box 5.
Box 7	Means of transport	Indicate the mode of transport from the point of export.
Box 8	Licence holder	Indicate the name and address of the exporter.
Box 9	Trade name	Indicate the nature of the product.
Box 10	HS heading and description	Indicate the four-digit or six-digit commodity code established pursuant to the Harmonised Commodity Description and Coding System.
Box 11	Common and scientific names	Indicate the common and scientific names of the timber category used in the product. If more than one category is used in the product, use a separate line for each. This may be omitted for a composite product or component that contains multiple unidentifiable categories (e.g. particle board).
Box 12	Country of harvest	Indicate the countries where the categories of timber referred to in box 10 were harvested. If more than one category is used in the product, indicate the country of harvest of each timber category used. This may be omitted for a composite product or component that contains multiple unidentifiable categories (e.g. particle board).
Box 13	ISO codes	Indicate the ISO code of the countries referred to in box 12. This may be omitted for a composite product or component that contains multiple unidentifiable categories (e.g. particle board).

Box 14	Volume (m <sup>3</sup> )	Indicate the overall volume in m <sup>3</sup> . Optional unless the information referred to in box 15 has been omitted.
Box 15	Net weight	Indicate the total weight in kg, i.e. the net mass of the timber or timber products without immediate containers or any packaging other than bearers, spacers, stickers, etc. Optional unless the information referred to in box 14 has been omitted.
Box 16	Number of units	Indicate the number of units, where a manufactured product is best quantified in this way. Optional
Box 17	Distinctive marks	Indicate any distinctive marks where appropriate, e.g. lot number or bill-of-lading number. Optional
Box 18	Licensing authority's stamp and signature	The box must be signed by the authorised official and carry the licensing authority's official stamp. The place and date must also be indicated.

## INDEPENDENT AUDITOR SPECIFICATIONS

### 1. Principles

The independent audit is executed in accordance with Article 10 of this Agreement. The independent audit covers the LVS, which ensures that products listed in Annex I that are harvested, transported, processed, exported, imported or sold comply with legality and traceability criteria. The LVS also ensures that the licensing authority issues licences only for shipments which comply with its requirements.

The specifications covered by this Annex set out the objectives, tasks and method of the independent audit, as well as the arrangements for drawing up the independent auditor's reports. This Annex also sets out the main sources of information and commits the Parties to support and facilitate the independent auditor's activities, in particular as regards access to information. The specifications set out the qualifications and experience required and provide the basis for the preparation of more detailed tender documents when recruiting the independent auditor.

### 2. Objectives

The objective of the independent audit is to assess the proper implementation and effectiveness of the LVS.

### 3. Tasks

The tasks of the independent auditor should include, but are not limited to, the following:

- a) develop an audit manual detailing all audit operations, including methods and tools for gathering information, assessing relevant data and producing reports. The manual of procedures also indicates how complaints are managed and the procedures for ensuring the independence and confidentiality of auditors' work;
- b) audit the LVS: the independent auditor ensures that the LVS operates effectively and in accordance with the requirements laid down in this Agreement. More specifically, the audit covers the following:
  - the system for issuing logging, processing and marketing licences,
  - the legality control and verification system (Annexes II and III),
  - the legality control and verification system (Annexes II and III),
  - the system for issuing FLEGT licenses (Annex V),



- the system for managing case of non-compliance under the LVS (Annex III), and
  - the functioning of the authorities responsible for verifying and issuing FLEGT licences (Annexes III and V);
- c) identify any gaps and weaknesses during implementation<sup>1</sup> and in the operational phase<sup>2</sup> of the LVS and to make recommendations to the JIC;
- d) assess the implementation of corrective measures adopted by the JIC to address any gaps and weaknesses identified in the control and verification reports;
- e) report on the findings and make recommendations to the JIC, which regularly publishes a summary of those reports;
- f) carry out any other study requested by the JIC to further substantiate the independent audit.

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<sup>1</sup> For the purpose of this Agreement, ‘implementation’ means the construction phase of the LVS.

<sup>2</sup> For the purpose of this Agreement, ‘operational phase’ means the phase following validation of the LVS.

#### 4. Method

The independent auditor must:

- act professionally and with integrity at all times and in all circumstances;
- observe national and international best practices by following ISO 19011<sup>1</sup> and 17021<sup>2</sup> or equivalent benchmarks;
- base their findings on facts and evidence, including those obtained from on-the-spot surveys and documentary audits;
- consult all stakeholders and in particular those organisations active in independent forest monitoring.

The JIC reviews and approves the audit manual referred to in point 3 as proposed by the independent auditor before the latter can launch the audit in accordance with the approved manual.

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<sup>1</sup> Guidelines for the audit of management systems.

<sup>2</sup> Requirements for bodies carrying out audit and certification of management systems.

#### 4.1. Work schedule

During the first year of implementation of the LVS, the independent auditor prepares and submits to the JIC the audit manual and an audit plan and carries out an initial audit. During that initial audit, the independent auditor must organise a kick-off meeting during which they ensure that the various stakeholder groups (civil society, traditional authorities, private sector, ministries and other government bodies) have a common understanding of their mandate. The meeting is also an opportunity to gather participants' expectations and recommendations in relation to the initial audit exercise. In subsequent years, the independent auditor carries out annual audits for a period of at least four years. Thereafter, this frequency is reviewed by the JIC. Upon request of the Parties and with the JIC's prior approval, the independent auditor may also carry out unannounced and ad hoc audits.

At the end of each audit, the independent auditor calls a meeting with the various stakeholders to report on the findings. The meeting is an opportunity to present the summary report approved by the JIC.

#### 4.2. Scope of work

The activities of the independent auditor covers all the tasks listed in point 3 in accordance with the audit manual.

During the implementation of this Agreement and before the LVS is fully operational, the independent audit may cover parts thereof as identified by the JIC.

In the operational phase, the independent audit covers all verification-related activities: the legality and traceability verification system, the FLEGT licensing system, the LVS non-compliance management system, and the activities of the FLEGT licensing and verification bodies.

In order to determine whether verification actually identifies possible cases of non-compliance at check level and on the ground, the independent auditor also audits the relevant activities of:

- the authorities responsible for issuing logging, processing and marketing licences;
- the authorities responsible for legality and traceability checks;
- loggers, processors, importers, exporters and traders.

The independent auditor selects the relevant activities on the basis of a risk analysis and, where appropriate, taking into account the priorities identified by the JIC.

#### 4.3. Data acquisition and processing

The audit manual must lay down the procedures and practices of evidence gathering, including audits on the ground, investigations, interviews and review of documentation. It must also lay down how the independent auditor responds to complaints about their own work. The data collected are processed objectively (on the basis of a legal analysis, control of the data management system, in compliance with the ethical rules applicable to the management of such data, etc.).

#### 4.4. Audit systems

On the basis of the audit findings and documented and filed evidence which has been obtained through documentary reviews, interviews, site visits and data collection, the independent auditor identifies:

- cases of non-compliance detected during the legality and traceability verification and any corrective measure needed to address those cases;
- the strengths and weaknesses of the LVS (to be considered as opportunities for improvement), which will make it possible to target measures aimed at improving the functioning and effectiveness of the LVS.

#### 4.5. Adequate resources and authorisations

The independent auditor has sufficient resources and the necessary authorisations to carry out their work.

#### 4.6. Documented management system

The independent auditor has an adequate documented management system in place to ensure that their staff have the necessary skills and experience to carry out an effective audit and to apply the necessary internal checks and monitoring.

#### 5. Reports and dissemination

As agreed with the JIC, the independent auditor drafts their reports according to the framework and approach set out in the audit manual. The independent auditor also:

- reports on activities in line with the timeline agreed with the JIC;
- drafts and submits an audit manual and an audit plan to be approved by the JIC before the audit is carried out;
- drafts its reports according to internationally recognised audit principles and as specified in the audit manual;
- submits a preliminary report to the JIC for comments;
- submits a final report to the JIC (based on the comments received on the preliminary report and the evidence gathered), containing all relevant information on the audit programme and the functioning of the LVS;

- drafts a summary report, which the JIC validates for dissemination to the general public. The summary report is based on the full report and summarises its main recommendations and conclusions, including any identified weaknesses and strengths of the LVS.

## 6. Means and sources of information

The main means of access to information include:

- examination of documents and records (reports, plans, registers, forms, binders, fiches, websites, databases and others);
- visits on the ground;
- interviews with persons involved in the LVS and other persons with expertise in the field;
- consultations and meetings with relevant stakeholders.

For on-the-spot visits, the independent auditor has access to areas where forest resources are exploited, transported, processed and sold, as well as to points of import and export.

Côte d'Ivoire ensures that the independent auditor has full access to all information, documents and databases that are important or relevant for assessing the proper implementation and effectiveness of the LVS. Where there are doubts as to the importance, relevance or confidentiality of information for the independent audit, the matter is referred to the JIC. Access to information includes information held by the Ministry of Forestry as well as information held by other ministries and government bodies involved in the LVS. In particular, the independent auditor has access to information from the LVS and its components and other sources, such as audits published by other countries that have established a FLEGT licensing scheme.

Stakeholders who might provide relevant information are:

a) State actors:

- the Ministry of Forestry and other ministries and other government bodies involved in the LVS. All these administrations are deemed key sources of information for the independent auditor,

b) non-State actors:

- civil society organisations (in particular those responsible for independent monitoring) and international NGOs active in LVS-related sectors,



- organisations responsible for private voluntary certification schemes regarding legality and traceability,
- private operators (forest holders, processors, exporters and others),
- traditional authorities,
- consultancy firms, people with expertise in the field, and experts.

## 7. Requirements

a) The independent auditor must be able to demonstrate the following:

- proven experience in auditing and conformity assessment in forest management, timber processing, timber traceability, customs, and supply chain management systems,
- good knowledge of national, sub-regional (Economic Community of West African States, ECOWAS) and international trade in timber and timber products and the commercial forestry sector,
- good knowledge of the timber industry in Côte d'Ivoire,
- excellent oral and written communication skills in French;

- proven ability to work with a wide range of stakeholders,
- be at least ISO 9001 certified, and
- good knowledge of ISO 19011 and 17021 or equivalent standards;

b) The independent auditor must also:

- have no conflict of interest arising from any organisational or commercial relationship, as required by ISO 19011, ISO 17021 or equivalent standards;
- have no direct interests in forest management, timber processing, timber trade or regulation in the forestry sector or in other LVS-related business sectors;
- mobilise qualified and experienced audit staff;
- have its own ISO 9001, 19011 and 17021-type control system or equivalent system;

c) The independent must also:

- establish a transparent system for handling complaints concerning the independent audit.

8. Selection process and institutional arrangements

The tender process is open to all institutions having the relevant capacities, including non-profit organisations, academic institutions and research centres.

Bids are assessed in a transparent manner and the criteria applied are made public. The selection process of the independent auditor includes due diligence regarding bidding entities, in accordance with JIC's rules. The bid evaluation report is published.

During the recruitment of the independent auditor, the more detailed tender documents prepared on the basis of this Annex are subject to approval by the JIC. Côte d'Ivoire finalises the recruitment of the independent auditor following the JIC's non-objection opinion.

9. Financing the independent audit

The Parties subsequently agree on the mechanism for financing the independent audit while ensuring its independence.

**CRITERIA FOR THE INDEPENDENT ASSESSMENT OF THE LEGALITY VERIFICATION  
SYSTEM (LVS)**

1. General provisions

The LVS of Côte d'Ivoire aims to ensure the legality of timber and timber products. The LVS is subject to an independent assessment before the entry into force of the FLEGT licensing scheme for exports of timber and timber products from Côte d'Ivoire to the Union. This Annex lays down the criteria for the independent assessment of the system in accordance with Article 12 of this Agreement. Its purpose is to determine the proper functioning and credibility of the LVS to enable the Parties to agree on the launch of the operational phase of the FLEGT licensing scheme. The independent assessment is therefore different from the independent audit. Whilst the independent audit is a permanent function in the implementation of this Agreement, the independent assessment takes place only before the launch of the FLEGT licensing scheme.

2. Purpose of the assessment

To support decision-making by the Parties on the launch of the operational phase of the FLEGT licensing scheme, the assessment covers:

- the functioning, credibility and effectiveness of the LVS;

- possible revisions of the LVS made following the signing of this Agreement;
- the ability of the actors involved in the LVS to fulfil their role, each within their remit, as provided for in this Agreement and its Annexes.

### 3. Assessment implementation method

The LVS is assessed using a step-by-step approach. The gaps and weaknesses of the system identified during the assessment are progressively addressed through the planned implementation of corrective measures, as agreed by the Parties at a meeting of the JIC, to a level considered satisfactory by the Parties.

The assessment of the LVS takes into account previous independent audits carried out on the parts of the LVS specified by the JIC, as set out in Annex VI.

The mandate and the specifications of the independent assessment are the subject of an agreement between Côte d'Ivoire and the Union at a meeting of the JIC. The assessment criteria set out in this Annex form the basis for the mandate and the specifications.

## 4. Assessment criteria

### 4.1. Definition of legally produced timber

Legally produced timber is defined in Articles 1 and 7 and Annex II to this Agreement. This definition is supplemented by the verification manual, which identifies verifiers. The definition of legally produced timber is clear, objectively verifiable and applicable in operational terms. It refers at least to the relevant provisions in the following areas:

- harvesting rights: allocation of forest concessions and other access rights for timber harvesting within legally defined limits,
- forestry operations: compliance with legal and technical requirements for forest management and the conduct of forestry operations, including compliance with applicable social and environmental legislation,
- fees and taxes: compliance with legal requirements on taxes, fees and any other revenue systems directly related to timber harvesting and harvesting rights,
- other users: respect for other parties' legal tenure or rights of use of land and resources that may be affected by timber harvesting rights, where such other rights exist,
- trade and customs: compliance with legal requirements for trade and customs procedures.

The key questions that the assessment addresses in this area are:

- Is the legal basis of the definition of legally produced timber clearly identified?
- Are the legal instruments underpinning each element of the definition of legally produced timber clearly identifiable?
- Are the principles, criteria and indicators that can be used to verify compliance with

each element of legally produced timber clearly set out?

- Are the verifiers used to verify compliance with the principles, criteria and indicators of the definition of legally produced timber based on documented legal references?
- Are the verifiers clear, objective and operationally applicable? Are they appropriate and adequate to confirm compliance with the indicator?
- Does the definition of legally produced timber cover the main legal requirements of the legislation in force in the areas identified above?

Where the definition of legally produced timber is amended after the entry into force of this Agreement, the main complementary questions are the following:

- Have relevant stakeholders been consulted on the amendments and have their recommendations been taken into account?

- Is the specific legislation applicable to each new element of the definition of legally produced timber clearly identified?
- Are the verifiers for possible amendments to the definition of legally produced timber clearly identified?
- Have the amendments been made in accordance with this Agreement?

#### 4.2. Scope of the LVS

The LVS covers the products identified in Annex I and the timber sources described in point 3.1 of Annex III. Before the entry into force of the FLEGT licensing scheme for exports of timber from Côte d'Ivoire to the Union, the LVS makes it possible, at least, to verify that timber products intended to be shipped to or placed on the Union market have been legally produced.

The key questions that the assessment addresses in this area are:

- Are all products falling within the scope of this Agreement as listed in Annex I covered by the LVS?
- Are the various sources of timber referred to in point 3.1 of Annex III to this Agreement covered by the LVS?



- Is timber from deforestation and clearing as well as seized timber identified along the supply chain covered by the LVS and excluded from FLEGT licensing?
- Is imported timber in transit and finished timber products separated from the supply chain and excluded from the FLEGT licensing?
- Can the actors involved in the LVS play their role, as provided for in this Agreement and its Annexes?

#### 4.3. Checks

Legality checks aim to ensure that operators are legally constituted and approved and that the activities carried out throughout the timber industry are legal. Traceability checks aim to trace the route of the timber from the logging site to the point of marketing and/or export, while ensuring that the supply chain is watertight.

This level covers the usual checks carried out by the relevant State bodies in accordance with the legal framework and the manuals of procedure. These checks therefore target all the operators in the sector: operators, processors, importers, exporters and traders.

The purpose of the assessment is then to ensure that legality and traceability checks, as carried out, are based on clear, detailed and accessible procedures and that they are carried out in a way that enables legality and traceability to be verified. In order to determine whether verification actually detects possible cases of non-compliance during checks and on the ground, the assessment also covers the relevant activities of:

- the authorities responsible for issuing logging, processing and marketing licences;
- the authorities responsible for legality and traceability checks;
- loggers, processors, importers, exporters and traders.

The evaluator selects the relevant activities on the basis of a risk analysis and, where appropriate, taking into account the priorities identified by the JIC.

The key questions that the assessment addresses in this area are:

- Are the procedures for checking legality and traceability clearly established by the relevant administrations?
- Are verifiers issued on a regular basis?

- Are verifiers filed by all relevant or competent actors in a timely manner and in a format that enables them to be verified?
- Are critical checkpoints in the supply chain identified and described in such a way as to enable verification of the traceability of timber and timber products?
- Are quantitative data registered in a way so as to enable them to be reconciled with the previous and subsequent critical checkpoints of the supply chain in a timely manner?
- Are all manuals, guidelines and other administrative documents containing the control procedures carried out by the various administrations publicly available?

#### 4.4. Verification

The verification stage is in addition to the check stage and aims to ensure the legality and traceability of timber and timber products. Verification therefore targets not only operators but also the State bodies responsible for issuing documentation and conducting checks.

The assessment aims to ensure that the legality and traceability checks carried out are sufficiently rigorous to effectively detect any non-compliance with the requirements of the LVS and ensure that no timber of illegal or unknown origin enters the supply chain or is exported to the Union.

The key questions that the assessment addresses in this area are:

- Is the NFGC set up and capable of steering the implementation of the LVS and ensuring its functions in the LVS complaint management system?
- Has the department responsible for forest legality and traceability been designated by the forestry administration and it is able to assist the NFGC and perform the functions assigned to it under this Agreement?
- Has the forestry administration approved one or more agencies to carry out verification activities in an open, transparent process in compliance with the requirements set out in Annex III?
- Has the verification manual been drafted by means of a participatory process, approved by the JIC and published by Côte d'Ivoire? Does it make it possible to ensure uniform verification requirements as provided for in Annex III?
- Are the roles and responsibilities of all relevant stakeholders and verification bodies clearly identified for each indicator and verifier?
- Can the verification agencies carry out verification audits as required by Annex III and the verification manual?

- Is the risk analysis on the basis of which the verification agencies identify the need for second-level verification and checks on the ground defined in the verification manual following comprehensive and practical procedures?
- Do the audit reports of verification agencies supplemented by other data in the data management system enable the department responsible for forest legality and traceability to adopt compliance or non-compliance decisions on legality and traceability?
- Are the procedures for the recognition of private certificates, if any, operational and covered by the verification manual?
- Is the data management system in place, operational and compliant with the requirements set out in Annex III?
- Have the conditions and procedures for obtaining access rights to the data management system and identify the data that are accessible to the general public been drawn up and published? Do the actors involved in the LVS have appropriate access to the data management system as well as modification rights?
- Are cases of non-compliance identified during verification communicated so as to enable additional elements to be requested and corrective measures to be taken to address them?

- Has the working group in which the various departments of the administrations concerned by the LVS are represented and whose task is to help handle and resolve cases of non-compliance and make recommendations to that effect to the departments concerned been established? Can it carry out the functions assigned to it in Annex III?
- Does the system for managing cases of non-compliance ensure that timber of illegal or unknown origin does not enter the supply chain to the Union?

#### 4.5. Issuing licences and certificates

Côte d'Ivoire has entrusted the responsibilities related to FLEGT licences and public legality certificates to the licensing authority. A FLEGT licence is issued for each shipment exported to the Union, while a public legality certificate is issued for each shipment destined to export markets other than those of the Union.

The key questions that the assessment addresses in this area are the following:

- Has the licensing authority been designated or established by the Minister for Forestry?
- Has the licensing authority established FLEGT licensing procedures? Are those procedures, including applicable fees, publicly available?

- Does the licensing authority issue FLEGT licences only for timber and timber products that have been verified and considered legal as provided for in this Agreement?
- Are the complete registers of granted and refused FLEGT licences and public legality certificates kept?
- Are the licensing requirements clearly defined and communicated to exporters and relevant stakeholders?
- Do the procedures established for the licensing authority enable the relevant authorities to obtain clarifications regarding FLEGT licences issued in Côte d'Ivoire?

#### 4.6. Independent monitoring and transparency

The LVS integrates the independent monitoring conducted by civil society organisations to collect and share reliable and verifiable information on forest management for the improvement of forest governance and the functioning of the LVS.

The key questions that the assessment addresses in this area are:

- Can civil society organisations conducting independent monitoring carry out this task as provided for in this Agreement, in particular Annex III?

- Are independent monitoring reports entered in the data management system and taken into account in the verification process, in particular for risk analysis?
- May organisations conducting independent monitoring activities accompany verification audit missions carried out by verification bodies, while respecting trade secrecy?
- Is access to documents provided for in this Agreement, in particular Annex IX, guaranteed?

#### 4.7. Complaint management mechanism

There is an adequate mechanism for managing complaints and disputes arising from the implementation of the LVS. This mechanism makes it possible to handle any complaint relating to the LVS.

The key questions that the assessment addresses in this area are:

- Is the complaint management mechanism of the LVS described, in place and known to all stakeholders?
- Does the complaint management mechanism allow the various actors involved in the LVS to submit complaints concerning checks, legality verification, traceability and the issuing FLEGT licences?
- Is the complaint management mechanism operational and reliable?



## 5. Appointment, profile and tasks of the independent evaluator

The independent assessment is conducted by an independent body designated by Côte d'Ivoire on the basis of a transparent and competitive selection procedure, following the JIC's non-objection opinion.

The independent evaluator must demonstrate the following:

- proven experience in conformity assessments in the field of forest management, timber processing, timber traceability, customs, and supply chain management systems,
- good knowledge of the timber industry in Côte d'Ivoire,
- good knowledge of the FLEGT action plan and of the negotiation and implementation processes of voluntary partnership agreements,
- proven ability to work with a wide range of stakeholders,
- good knowledge of ISO 19011 and 17021 or equivalent standards.

The independent evaluator must also:

- be appointed by means of a transparent procedure;

- be appointed in accordance with criteria that are clear and publicly available;
- be independent and neutral;
- have no conflict of interest arising from any organisational or commercial relationship, as required by ISO 19011, ISO 17021 or equivalent standards;
- have no direct interests in forest management, timber processing, timber trade or forestry administration or in any other LVS-related business sector;
- not be part of the licensing authority or control bodies; and
- have a quality-control system for their work and demonstrate relevant experience in carrying out similar work.

The main tasks of the independent evaluator are to:

- mobilise qualified and experienced audit staff with excellent oral and written communication skills in French;

- draw up a manual of procedures setting out each phase of the assessment, including methods and tools for gathering information, assessing relevant data and producing reports. The manual of procedures also indicates how complaints are received and managed and the procedures for ensuring the independence and confidentiality of the work of their staff;
- submit the manual of procedures and the timetable for its activities for approval by the JIC prior to launching the assessment;
- conduct the assessment according to the criteria and requirements set out in this Annex;  
and
- determine whether the LVS underpinning the FLEGT licensing scheme adequately fulfils its functions.

The Parties subsequently agree on a mechanism for financing the independent assessment while ensuring its independence.

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## ACCOMPANYING MEASURES

The effective implementation of this Agreement in Côte d'Ivoire requires accompanying measures for the institutions and other actors involved.

All resources necessary for the implementation of this Agreement are made available in accordance with the procedures of the Union and its Member States governing programming cooperation with Côte d'Ivoire and with Côte d'Ivoire's budgetary procedures.

The accompanying measures are the result of consultations with stakeholders, conclusions and recommendations from tests on the ground as well as recommendations stemming from various projects and studies in the forestry sector in Côte d'Ivoire.

The Parties communicate to each other the information necessary for implementing this Agreement. The accompanying measures are identified taking into account the following:

- the formulation of budgets for the implementation of this Agreement, specifying the support provided by Côte d'Ivoire and the support provided by the Union and other development partners,
- a recommendation on the need for a joint arrangement allowing for coordination of the financing and technical contributions of the European Commission and the Member States of the Union.

The accompanying measures are integrated into the timetable for implementation of this Agreement and the framework for monitoring and evaluating progress by the JIC. The accompanying measures cover at least the following strategic categories and actions:

- a) establishment of bodies for the implementation and strengthening of governance and coordination between public institutions and other relevant actors;
- b) development of the LVS;
- c) capacity building, in particular:
  - support to enhance the technical and operational capacity of civil society organisations for the effective exercise of independent monitoring,
  - support to enhance the technical and operational capacity of the administration and the private sector for effective development of and compliance with the LVS,
  - capacity building for stakeholders to mobilise funds for the implementation of projects and programmes in relation to the implementation of this Agreement;
- d) support for initiatives contributing to forest governance and sustainable forest management;

- e) restoration of forest cover, including the renewal of the stock of exploitable timber, in particular:
  - support for the restoration of forest cover with fast-growing forest species and forest fruit species of economic interest to communities,
  - support for restoring forest cover with local species in order to restore and enhance forest ecosystem services and biodiversity;
- f) further reforms and consolidation of the regulatory and legal framework;
- g) support for:
  - land certification of forest areas,
  - forest registration and management,
  - the dissemination of forest and land texts and procedures;
- h) gender mainstreaming in the implementation of this Agreement and forest governance;
- i) further reforms regarding, in particular:
  - the domestic market for timber and timber products,

- export of timber and timber products,
  - import of timber and timber products,
  - verification of the legality of timber and timber products through the LVS; and
- j) transparency and communication.
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**PUBLISHED INFORMATION**

1. Objectives, principles and legal bases

The implementation of this Agreement requires the publication of documents and information relating to forest management and the implementation of regulations applicable to the forestry sector. The publication of forest documents and information aims to facilitate the implementation and monitoring of the FLEGT licensing scheme and to promote good governance in the forestry sector.

Public institutions and bodies must keep the public informed. The right to information of public interest is enshrined in the legislation in force in Côte d'Ivoire<sup>1</sup>. In addition, this obligation is based on the following principles: (i) the information is accessible free of charge or at a reasonable cost; (ii) a list of public and accessible documents is made available to the public; (iii) the information is accurate and regularly updated; (iv) the information is made available on a permanent or timely basis; (v) the information is provided in appropriate formats for publication; (vi) whistleblowers, witnesses, experts, victims and their relatives, informants and members of the High Authority for Good Governance enjoy special protection by the State against any possible retaliation or intimidation.

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<sup>1</sup> Law on access to information of public interest; Order on preventing and combating corruption and related offences; Law on the Environment Code.



The Parties undertake to publish information identified following consultation with all stakeholders and grouped into a list of 10 information categories, as specified in point 2. The information set out in point 2(a) is published by the JIC. The information set out in point 2(b) to (i) is published by Côte d'Ivoire. The information set out in point 2(j) is published by the Union.

## 2. Published information and documents

### a) information on the implementation of this Agreement:

- the text of this Agreement and all Annexes thereto, and subsequent amendments thereto,
- the list and summaries of projects in support of this Agreement in Côte d'Ivoire,
- the reports on projects carried out in Côte d'Ivoire relating to this Agreement,
- the official document regarding the establishment, mandate, organisation and operation of the bodies responsible for the implementation of the LVS as well as the JIC's rules of procedure and, where applicable, arbitration procedures,
- aide-memoires of JIC meetings,
- annual reports including in particular the following information:
  - the progress made in the implementation of this Agreement,

- the composition and functioning of the JIC,
- the number of FLEGT licenses issued by Côte d'Ivoire,
- the number of rejected FLEGT licence applications,
- the cases of non-compliance identified by the department responsible for forest legality and traceability and the measures taken to resolve those cases,
- the annual quantities of timber and timber products exported to the Union,
- the number of FLEGT licenses received by the Union,
- the quantities of timber and timber products imported into the Union under the FLEGT licensing scheme, broken down by importing EU Member State,
- the quantities of timber and derived products imported into Côte d'Ivoire and those in transit on the territory of Côte d'Ivoire,
- the specifications, procedures, programmes and reports of independent audits and independent assessments,
- the bid assessment report for the independent audit;

b) legal information:

- international conventions and agreements signed and ratified by Côte d'Ivoire in connection with forest management,
- the Law on the Forestry Code and implementing legislation,
- other legislation and regulations related to this Agreement;

c) information on the allocation of licences:

- approval procedures for forestry activities,
- list of approved companies by type of approval,
- procedures and licensing costs for the logging, processing and marketing of forest products,
- information on the classification of forests and agro-forests as well as the information and findings of the interministerial committee on the concession for the management of the State's private forest estate,
- specific licences and specifications by forest concession;

d) information on forest development:

- list of the private forests belonging to the State and local authorities with or without development plans,
- list of sacred or otherwise protected forests, location map and acreage,
- list of forests belonging to legal persons governed by private law and natural persons, location map and acreage,
- list of protected areas, location map and acreage;
- list and responsibilities of the departments involved in the management of forests and agro-forests,
- administrative and technical procedures for the development and validation of forest and agro-forestry development plans, simplified development plans and management plans,
- report on the prior consultation of local coastal communities,
- results of the work of the committee approving the development plans,
- forest and agro-forestry development plans, simplified management plans, approved management plans and specifications,

- forest concession maps,
- partnership agreements, concession contracts and logging contracts,
- annual reports of the Directorate for Reforestation and Forest Registry, acreage and maps of the afforestation carried out,
- reports on the state of forests (national forest inventory, forest atlas, etc.).

e) information on wood harvesting:

- list of classified forests, agro-forests and forests of legal persons governed by private law and natural persons,
- list of protected species,
- list of species for which harvesting is banned,
- list of existing concessions, location maps and acreage,
- list of concessions under management conventions, location maps and acreage,
- list of concessions where harvesting is authorised, location maps and areas,

- list of active concessions,
- list of forests classified as undergoing logging, location maps and acreage,
- list of forests and forest plantations of local authorities, location maps and acreage,
- list of forests and forest plantations belonging to legal persons governed by private law and natural persons and undergoing logging, location maps and acreage,
- list of classified forests, agro-forests and forests belonging to legal persons governed by private law and natural persons under the 8th parallel,
- statistics on logged volumes, broken down by species, company and licence, as well as acreage and State reforestation maps at national level,
- annual reports of the Production and Forestry Industry Directorate;

f) information on timber processing:

- list of active processing units, capacities and locations,
- annual volumes of logs processed by wood species,
- annual volumes resulting from first processing,

- annual volumes resulting from second processing,
- annual volumes of processed timber placed on the national market,
- annual volumes resulting from third processing;

g) information on timber marketing:

- list of operators approved for the export and import of timber,
- volumes of exported timber and timber products by company, type of product (HS code), species, shipping points (divided according to processing level – first, second or third) and by destination,
- volumes of timber and timber products exported under a FLEGT licences (product types and destinations),
- volumes or quantities of timber and timber products imported by product type, species and origin,
- volumes of timber and timber products destined for the domestic market,
- annual volumes of timber seized and sold at public auction or donated,
- contribution of the forestry sector to the GDP of the Côte d’Ivoire,

- number of persons employed in forestry businesses;
- h) information on the tax contribution of the forestry sector:
- list of the various forestry taxes and fees,
  - distribution of the various forestry taxes and fees,
  - annual amounts of taxes on the sale of logs,
  - annual amounts of acreage allocation taxes,
  - annual fees for community work (CW),
  - amounts of fees paid to local authorities and communities by region or locality,
  - amounts of penalties arising from disputes (including compensatory reforestation not carried out) and forestry transactions;
- i) LVS and FLEGT licensing information:
- list of public legality certificates issued (company name, date of issue, expiry date, etc.),



- list of FLEGT licences issued,
- verification manual comprising:
  - procedures for the recognition of private certification schemes and bodies,
  - legality verification procedures,
  - procedure for issuing legality certificates,
  - description of the timber traceability system in Côte d'Ivoire,
  - description of the forest control system,
  - procedures for checking the timber supply chain,
  - FLEGT licensing procedures,
- list of private certification schemes and bodies certifying legality/sustainability that are recognised by Côte d'Ivoire under the LVS,
- reports of monitoring missions on forestry activities,

- annual volumes of timber seized,
- independent monitoring reports and information on the follow-up of the recommendations resulting from these reports,
- reports of the independent auditor and information on the implementation of identified corrective measures;

j) information to be published by the Union

- quantities of timber products imported by the Union by origin under the FLEGT licensing scheme,
- the number of FLEGT licenses in Côte d'Ivoire received by the Union,
- list of European countries importing Côte d'Ivoire timber accompanied by a FLEGT licence,
- directory of competent authorities of the Member States of the Union responsible for the implementation of Regulation (EU) No 995/2010 of the European Parliament and of the Council of 20 October 2010 laying down the obligations of operators who place timber and timber products on the market<sup>1</sup> and of Regulation (EC) No 2173/2005,

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<sup>1</sup> OJ EU L 295, 12.11.2010, p. 23.

- EU timber regulations and subsequent texts,
- list of FLEGT licences rejected by the competent authorities and grounds for rejection,
- volume of timber with FLEGT licences of Côte d'Ivoire origin seized by the competent authorities,
- destinations and uses of timber products with FLEGT licences of Côte d'Ivoire origin seized by the competent authorities,
- reports of the independent timber market observatory through the International Tropical Timber Organisation.

### 3. Access, publication and dissemination of information and documents

The administration in charge of forest management is responsible for access to forestry information of public interest.

The arrangements for access to public information and documents are laid down by the Côte d'Ivoire legislation in force<sup>1</sup>, but access to the information listed in this Annex is free and simple. This information is available and accessible on the website dedicated to this Agreement.

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<sup>1</sup> Law on access to information of public interest.

Information is disseminated via the various channels set out in Côte d'Ivoire's communication strategy.

The Minister for Forestry appoints a person responsible for access to information and documents of public interest.

#### 4. Complaint management and review mechanism

The legal remedies provided for by the rules in force on access to information of public interest are: hierarchical appeals, appeals to the Commission for Access to Information of Public Interest and Public Documents (CAIDP) and judicial review. However, judicial review is available to the applicant only after the appeal procedure before the CAIDP is over. It is exercised within the time limits laid down in the legislation in force and is brought before the competent administrative court.

A Committee on Access to Information of Public Interest (CAIIP) is set up within the Ministry of Forestry to receive and register complaints about access to forest information before the CAIDP. An order of the Minister for Forestry establishes the remit, composition and procedures of this committee, which includes representatives of civil society and the private sector.

JOINT IMPLEMENTATION COMMITTEE

Pursuant to Article 19 of this Agreement, the Parties establish a Joint Implementation Committee (JIC) tasked with the governance of this Agreement. The JIC is responsible for managing, monitoring and assessing the implementation of this Agreement. The members of the JIC is appointed by the Parties. Côte d'Ivoire ensures that the various stakeholders in the forestry sector, including the public and private sectors, civil society and, via the traditional authorities, the local populations are all represented in the JIC. The JIC facilitates dialogue and exchange of information on the functioning of this Agreement. In particular, the tasks of the JIC are as follows:

- a) as regards the management of this Agreement:
- review and adopt measures implementing this Agreement, and propose and adopt any measures necessary to improve its implementation;
  - publish an annual report on the implementation of this Agreement in accordance with Annex IX;
  - recommend the date of entry into force of the FLEGT licensing scheme following the independent assessment of the functioning of the LVS based on the criteria set out in Annex VII;

- draw up and adopt an implementation timeline and a framework for monitoring and assessing progress, integrating in particular the accompanying measures;
- receive, examine and make comments and approve the verification manual;
- based on the above implementing documents and arrangements within its remit, review progress towards achieving the objectives and compliance with deadlines set for the different measures laid down in this Agreement and its implementation, and propose and adopt measures aimed at improving the functioning of this Agreement;
- examine and register all necessary amendments to this Agreement. The JIC also examines, at least once every two years, any proposal to amend this Agreement and its Annexes to take account of developments in the political, regulatory, administrative and institutional frameworks in Côte d'Ivoire and the Union;
- lay down, assess and regularly update its own rules of procedure;
- establish subsidiary bodies, such as working groups, for which it lays down specific mandates and recommend additional tasks or studies, as appropriate;

- identify the difficulties associated with the implementation of this Agreement, including issues or difficulties concerning coordinated and non-adversarial communication to the public on the interpretation and implementation of this Agreement and propose appropriate measures to address them;
- address issues raised by either Party and attempt, to the extent possible, including through the establishment of arbitration procedures, to settle any conflict and dispute arising in the event of a divergence of opinion between the Parties in accordance with Articles 23 and 24 of this Agreement; and
- draft, approve and publish the minutes and aide-mémoires of its meetings, as well as other documents stemming from its activities, in order to ensure transparency;

b) as regards the monitoring and assessment of this Agreement:

- adopt a method for monitoring and assessing the implementation and the impact of this Agreement;
- approve the mandate, the specifications, the manual of procedures and the timeline for the independent assessment and issue an opinion of non-objection to the recruitment of the independent evaluator;
- monitor and review all progress made in the implementation of this Agreement, including the functioning of the LVS and the FLEGT licensing scheme, in particular on the basis of the independent assessment and audit reports in accordance with Articles 10, 12 and 19 of this Agreement and Annexes VI and VII thereto;

- conduct regular missions to review the effectiveness of this Agreement and its impact, based on the information available;
- monitor market developments and draw up regular information memos on the market, commission studies on the situation of timber and timber products markets where necessary, and recommend measures to be adopted;
- monitor and assess the social, economic and environmental impact of the implementation of this Agreement and decide on appropriate measures to mitigate any potential negative impact;
- monitor the follow-up to the recommendations of the independent monitoring reports and the implementation of the resulting corrective actions; and
- undertake internal inspections or assessments related to the implementation of the LVS and receive conclusions from such internal inspections;

c) as regards the independent audit of this Agreement:

- approve the tender documents and give its opinion of non-objection to the selection of the independent auditor, to be recruited by Côte d'Ivoire following consultation with the Union, on the basis of the independent audit specifications set out in Annex VI;
- approve the requests for unannounced and ad hoc audits submitted by the Parties;



- identify priorities for the selection of relevant checks, including on the ground;
- assesses the importance, relevance or confidentiality of information for the independent audit in the event of doubt;
- validate the audit manual, audit plan, reporting framework and method proposed by the independent auditor;
- decide on the frequency of independent audits after the first four years of the implementation of the FLEGT licensing scheme;
- receive and consider all reports prepared and submitted by the independent auditor and any complaint concerning the operation of the FLEGT licensing scheme made by either Party;
- approve the design of the complaint management system for the operation of the LVS and the complaint management mechanism regarding the independent assessment, as set out in Annex VI;
- receive, approve and publish the reports of the independent auditor, in accordance with Annex IX; and
- agree on corrective measures to address any gaps or cases of non-compliance within the framework of the LVS, based on the findings of the independent auditor or other evidence or complaints related to the LVS, and monitor the implementation and impact of such measures;

d) as regards the stakeholders' involvement in implementing and monitoring this Agreement:

- receive and examine information, reports and submissions from stakeholders;
- make recommendations on what is needed for the proper implementation of this Agreement and, where appropriate, on the need to increase the capacity and involvement of the relevant administrations, the private sector, civil society, the traditional authorities and local populations in monitoring compliance with forest management legislation in Côte d'Ivoire;
- adopt appropriate measures to facilitate the involvement of stakeholders in the implementation of this Agreement;
- ensure free access for all stakeholders to information related to the implementation of this Agreement, in accordance with the regulations in force; and
- ensure that the gender aspect is taken into account, in particular as regards greater acknowledgement of the role of women and girls in forest governance and in the implementation of this Agreement.

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