

By-laws for Governance of the Child Labor in Cocoa Coordination Group (CLCCG)

November 27th, 2024

I. Purpose of the CLCCG

Recalling that the agreement is working to achieve the overarching goal to contribute to the prevention and progressive elimination of child labor in cocoa growing communities of Côte d'Ivoire and Ghana as articulated in the objective of the Framework.

The purpose of the CLCCG is to coordinate efforts between entities, including the implementation of the agreement.

II. Areas of activity and responsibility

The CLCCG is responsible for the following:

1. Assessing areas of needs for additional action, taking into consideration the following priority factors:
 - a. The nature, extent and geographical location of child labor in cocoa growing areas of Ghana and Côte d'Ivoire.
 - b. Past, current and planned efforts to address child labor and its root causes are based on an understanding of existing gaps in current interventions or programs as identified through available data and research as well as consultation of CLCCG members.
2. Encouraging and contributing to coordination that supports the goals of the agreement and objectives of the CLCCG, ensuring that they are linked to relevant national plans and strategies.
3. Monitor the realization of the commitments made by the Parties, and progress towards the achievement of the objectives of the agreement based on agreed upon indicators.

III. CLCCG Membership and Structure

1. The membership of the CLCCG shall serve without remuneration, fees or honorariums.
2. The CLCCG shall consist of Principal entities (hereinafter referred to as Principals), which are signatory entities to the agreement. **Principals** shall at the minimum consist of:
 - a. The Government of Côte d'Ivoire
 - b. The Government of Ghana
 - c. The U.S. Department of Labor
 - d. The international cocoa and chocolate industry as represented by the World Cocoa Foundation¹
3. Representatives of worker or farmer organizations shall be consulted as part of the CLCCG process and will be part of their respective country delegations. A Principal shall designate an

¹ Should the industry decide to change their representative, they would need to inform the other Principals.

official Lead Representative. The official Lead Representative may designate another representative to act on their behalf, including for decision-making purposes.

4. The CLCCG shall appoint a Technical Coordinating Partner (TCP) to support the rotating Chair in the preparation and in the coordination of the CLCCG's work. Principals shall review and confirm on a biannual (every two years) basis the organization fulfilling this role.
5. The CLCCG may invite Technical Expert Organizations (TEOs) (which may include a delegation of up to 2 members each) for a given CLCCG meeting or on a recurring basis. The International Cocoa Initiative (ICI), International Labor Organization (ILO), and UNICEF are invited to attend on a recurring basis as permanent TEOs. Decisions concerning the invitation of additional TEOs to the CLCCG on a recurring or ad hoc basis must be approved by consensus of current Principals.
6. Each of the Principals shall designate a Point of Contact (POC). If any entity changes its designated POC, it must send the name and the contact information to the TCP. The POC will be available to coordinate with the TCP on matters related to the CLCCG.
7. Decisions concerning the **inclusion of additional Principals** within the CLCCG must be approved by a consensus of current Principals. In order to consider a motion to expand the CLCCG, the current Principal proposing a new entity for membership must provide the name and relevant background information about the proposed new entity(s) to each current CLCCG Principal at least 30 calendar days prior to a scheduled meeting. All Principals of the CLCCG must have the opportunity to provide their feedback on the proposal before consensus can be reached.
8. The Principals of the CLCCG may appoint standing and ad hoc committees as needed and include outside experts as warranted. The role of such committees and ad hoc experts shall be advisory in nature and shall not be a constraint or a mandate on the Principals of the CLCCG.
9. The CLCCG will engage with and invite inputs from Civil Society Organizations (CSOs) on a recurring basis in the form of a Standing Committee. Terms of reference for this Standing Committee must be approved by a consensus by the current Principals.

IV. Meetings

1. CLCCG POCs, designated Principal representatives, and TCP shall hold regular meetings, in person or via video conference or teleconference, at least twice a year.
2. These meetings will be chaired on a rotating basis by the Principals of the CLCCG or as otherwise determined by the Principals.
3. Additionally, CLCCG Principals shall meet at least once a year at a rotating location. The meetings will be chaired on a rotating basis by each of the Principals or as otherwise determined by the Principals.
4. The TCP shall distribute meeting agendas at least 10 calendar days prior to a scheduled meeting, or 3 calendar days prior to interim meetings, should such meetings be determined necessary by the Principals. Issues which require decisions will be clearly noted in the agenda.
5. Translations and maintenance of documents are the responsibility of the TCP. The function of maintaining relevant records is the role of the POC for each entity.
6. The Principals may request meetings on technical matters that include outside experts and other Key Stakeholders. Principals will seek to reach consensus on such meeting requests, with clarity on meeting objectives. In the case that consensus cannot be reached, at least two third of Principals must agree for a meeting to be held.

V. Decision-making

The CLCCG will endeavor to be a consensus-based group.

VII. Confidential Treatment of Business Proprietary Information

Discussions of the CLCCG Principals are confidential. CLCCG Principals must comply with applicable national laws governing the release of confidential information. CLCCG members shall not retain copies of business proprietary information that they may have reviewed, nor disclose proprietary information to any person. Notwithstanding the foregoing sentence, CLCCG Principals may discuss such information with their immediate project team, provided that the project team adheres to the same restrictions concerning proprietary information.

VIII. Communications

Public dissemination of information on behalf of the CLCCG or concerning the deliberations or consensus positions and opinions will be subject to a consensus based decision-making process.

IX. Amendments

These by-laws may be amended by a consensus of the Principals of the CLCCG at any meeting (in person or virtually), provided that each official Lead Representative or their delegate is present and is provided a copy of the proposed amendment(s) at least 10 calendar days prior to said meeting.