



## License Agreement for the FSC® Certification Scheme for Group and Multi-site Certification

Between

- (1) FSC Global Development GmbH, Adenauerallee 134, 53113 Bonn, Germany represented by the Managing Director Mr. Kim Bering Becker Carstensen,

- hereinafter 'FSC GD' -

And

- (2) FRUTICOR - Sociedade de Prestação de Serviços, S.A.

Rua da Corticeira n.º 34 – Apartado47 - Mozelos, Santa Maria da Feira, Aveiro, PORTUGAL, 4535 173

Represented by Joana Rios de Amorim

License code FSC-C018831

- hereinafter 'Licensee' -

- FSC GD and Licensee hereinafter individually or jointly also referred to as 'Party' or 'Parties' -

### Preamble

**Whereas**, the Forest Stewardship Council A.C. (hereinafter '**FSC AC**'), with its registered office in Calle Margarita Maza de Juárez # 436, Col. Centro, 68000 Oaxaca, México is an international not-for-profit membership organization established to promote environmentally appropriate, socially beneficial, economically viable and overall sustainable management of the world's forests. FSC AC has established the FSC Group and developed the FSC Certification Scheme which supports the responsible management of worldwide forest resources.

**Whereas**, FSC GD is a limited liability company wholly owned by FSC AC, constituted according to German Law and registered in the commercial registry of the District Court of Bonn under HRB number 15990. FSC GD is operating the FSC licensing program which includes the licensing of the FSC Trademarks to Certificate Holders.

**Whereas**, FSC International Center gGmbH (hereinafter '**FSC IC**') is a not-for-profit limited liability company wholly owned by FSC AC, constituted according to German Law and registered in the commercial registry of the District Court of Bonn under HRB number 12589, having its registered office in Adenauerallee 134, 53113 Bonn, Germany. FSC IC develops principles and standards for the FSC Certification Scheme and fulfills its charitable functions within the meaning of the German Fiscal Code through the promotion of ecology and the environment, in particular with regard to the world's forests in furtherance of the common good. This includes providing the lead in and the development of the FSC policy and standards program. Moreover, FSC IC is furthering the implementation of educational and other professional training programs that support the conservation of forest resources. In addition, FSC IC performs fundraising activities relating to its charitable purpose.

**Whereas**, ASI - Assurance Services International GmbH (hereinafter '**ASI**') is a limited liability company wholly owned by FSC AC, constituted according to German Law and registered in the commercial registry of the

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District Court of Bonn under HRB number 13790, having its registered office in Friedrich-Ebert-Allee 65, 53113 Bonn, Germany. ASI is entrusted with conducting certain accreditation and assurance services, which include the verification of compliance with accreditation requirements applicable to Certification Bodies.

**Whereas**, Licensee is the individual or legal entity, acting as the main party responsible for the Group or Multi-site Certification in accordance with the Certification Requirements, in particular according to the 'Forest Management Groups' (FSC-STD-30-005) and/or the 'Chain of Custody Certification of Multiple Sites' (FSC-STD-40-003), seeking or already having obtained FSC Certification. Licensee commits to promote the environmentally appropriate, socially beneficial and economically viable management of the world's forests and to abstain and dissociate from unacceptable forestry practices and the violation of the principles and criteria of the FSC Certification Scheme (FSC-STD-01-001).

**Whereas**, this Agreement governs the rights and obligations between Licensee and FSC GD for FSC Certification. This Agreement contains elements governing the relationship of the Licensee with other entities of the FSC Group. This Agreement also contains elements governing the relationships of Sublicensees with Licensee, FSC GD and other entities of the FSC Group. This Agreement makes reference to the Certification Agreement already entered into or to be entered into by Licensee and a Certification Body for obtaining or maintaining FSC Certification. The FSC Certification Scheme is managed by the FSC Group and the compliance of Licensee and Sublicensees with the Certification Requirements is regularly and independently verified by a Certification Body. FSC Certification can only be granted when Licensee holds a valid License Agreement for the FSC Certification Scheme for Group and Multi-site Certification, a valid Certification Agreement and when a positive decision was taken and maintained by the Certification Body *vis-à-vis* a Licensee's and Sublicensee's compliance with the Certification Requirements. This Agreement contains a non-exclusive license, subject to limitations set forth below herein with associated rights and obligations, for using the Licensed Materials in conjunction with FSC-Certified Products and the promotion of FSC-Certified Products as long as the Certification Requirements are fulfilled. This agreement also contains obligations for the Licensee, including mandatory provisions to be implemented in the Sublicense Agreement (as defined below) between the Licensee and the Sublicensee, to ensure the integrity of the FSC Certification Scheme and compliance with legal requirements.

**Now, therefore**, in consideration of the preamble, the Parties agree as follows:

## 1. Definitions

- 1.1. **'Advice Note on False Claims'** means an Advice Note ADVICE-40-004-18, included in the Directive (collection of several Advice Notes) DIR-04-004, which outlines the concept and consequences for a Licensee and Sublicensees committing False Claims. The Advice Note on False Claims, which forms an essential part of the Certification Requirements, can be found in Annex 5 and it is always applicable in its most recent version, which is available in FSC-DIR-40-004 at [fsc.org/en/document-centre](https://fsc.org/en/document-centre).
- 1.2. **'Affiliated Companies'** means companies controlled by Licensee or Sublicensee and companies controlling the Licensee or Sublicensee. Control in this regard means the possession of the power to direct, restrict, regulate, govern, or administer the performance of the other company through authority, rights, contract, or other means.
- 1.3. **'Agreement'** means this License Agreement for the FSC Certification Scheme for Group and Multi-site Certification with its Annexes and also the Certification Requirements, which in particular include, the Policy for Association, in their most recent versions. All such documents form an integral part of this Agreement. A list of the applicable Certification Requirements has also been and/or will also be provided by the Certification Body and can be found in **Annex 2** and, always in its most recent version, at <https://fsc.org/en/normative-framework-overview>.

- 1.4. **'Blocked'** means the restriction for a Licensee, Sublicensee, former licensee or former sublicensee from carrying out processes or activities that are included within the scope of the FSC Certification, and prevention of re-entry to the FSC system by re-certification or by becoming a member of a Group or Multi-site Chain of Custody certification, or by becoming a contractor for other Certificate Holders with valid FSC Certification.
- 1.5. **'Certificate Holder'** refers to an individual or legal entity with FSC Certification.
- 1.6. **'Certification Agreement'** refers to a mutual agreement entered into between the Licensee and a Certification Body for the purpose of obtaining and maintaining FSC Certification.
- 1.7. **'Certification Body'** means a legal entity accredited against the requirements of the FSC Certification Scheme by and based on the decision of ASI, and which performs conformity assessment services as defined in FSC-STD-20-001 and in the Certification Agreement. The Certification Body initially and independently verifies the compliance of the Licensee with the Certification Requirements to take a decision on whether the Licensee should receive and maintain FSC Certification. After a positive decision on FSC Certification, the Certification Body regularly and independently assesses the conformity of the Licensee and the Sublicensees with the Certification Requirements to maintain the FSC Certification. For the avoidance of doubt, the Certification Body is not part of the FSC Group.
- 1.8. **'Certification Data'** refers to all details of the Certificate Holder and its FSC Certification under the FSC Certification Scheme that are processed by the Certification Body to allow the Licensee and Sublicensees to participate in the FSC Certification Scheme and that are necessary to ensure compliance with the Certification Requirements and to clearly identify the Certificate Holder with its scope of FSC Certification. In order to enable producers and consumers to verify the status and the scope of an FSC Certification, the following details shall be made available on the FSC Search, in line with data protection requirements when applicable: the name(s), address, contact information of Licensee, website, license code, certificate code, certificate type, types of FSC-Certified Products, species, system of control, primary activity, secondary activity, output category, standard, first issue, and last issue date, expiry date, name of the responsible Certification Body, boundary and polygons of certified management units, public summary audit reports, company risk assessment, the FSC Certification status, the license status, details of Sublicensees (including but not limited to their name, address, site code and status) and any other information required in the Certification Requirements.
- 1.9. **'Certification Requirements'** mean all requirements that must be met by Licensee and Sublicensees in order to qualify for, obtain and maintain FSC Certification. The Certification Requirements are revised according to FSC-PRO-01-001 and include all documents (e.g., Policies, Standards, Directives, Advice Notes, Guidance Documents, Interpretations, and any other documentation developed by the FSC Group) that are necessary for operating the FSC Certification Scheme. A list of the applicable Certification Requirements will be provided by the Certification Body and can be found in **Annex 2** and, always in its most recent version, at [fsc.org/normative-framework-overview](https://www.fsc.org/normative-framework-overview). All documents forming part of the Certification Requirements are available, always in their most recent versions, at [fsc.org/en/document-centre](https://www.fsc.org/en/document-centre).
- 1.10. **'Effective Date'** means the date when this Agreement comes into force as provided for in Section 23 below.
- 1.11. **'False Claim'** means an FSC Claim made on sales documents (physical or electronic) or the use of the FSC trademarks, on products and for projects that are not eligible to be claimed, labelled, and/or promoted as being FSC-Certified or FSC Controlled Wood. A False Claim differs from an inaccurate claim, in which an FSC-Certified Product, that is eligible to be sold as FSC-certified, is sold with the wrong FSC Claim.

- 1.12. **'FSC Certification'** means the resulting status of an individual or legal entity that has successfully entered into a Certification Agreement, is in conformity with the Certification Requirements, and holds a valid License Agreement for the FSC Certification Scheme for Group and Multi-site Certification
- 1.13. **'FSC Certification Database'** is a computer-based system containing *inter alia* information on Certification Data, Certification Bodies, Certificate Holders and other license holders. It includes a search function which is publicly accessible at [info.fsc.org](http://info.fsc.org) (**'FSC Search'**) and which enables producers, traders and consumers to verify the status and scope of an FSC Certification as well as provides transparency for stakeholders.
- 1.14. **'FSC Certification Portal'** is a computer-based interface whose primary function is to enable the electronic signature, administration, execution and enforcement of this Agreement. It serves also as the main communication channel between FSC GD and all Certificate Holders, including the Licensee, concerning the Certification Requirements, and other aspects concerning the contractual relationship. It is accessible via <https://connect.fsc.org/>.
- 1.15. **'FSC Certification Scheme'** means the scheme managed by the FSC Group to enable independent third-party certification of environmentally appropriate, socially beneficial, and economically viable forest management as a market mechanism allowing producers and consumers to identify and purchase timber and non-timber forest products from well-managed forests. The FSC Certification Scheme includes the following:
- 1.15.1. application, evaluation, monitoring and independent certification against the Certification Requirements; and
- 1.15.2. development and management of normative and non-normative documents (e.g. Policies, Standards, Procedures, Directives, Advice Notes, Guidance Documents, Interpretations) required to operate the FSC Certification Scheme.
- 1.16. **'FSC-Certified Product'** is a product that conforms to all applicable Certification Requirements and is eligible to be sold with FSC Claims and/or to be labelled and promoted with the FSC Trademarks. FSC Controlled Wood as defined in FSC-STD-40-005 and FSC-STD-30-010 is not considered to be an FSC-Certified Product.
- 1.17. **'FSC Check'** means the requirements set out in FSC-PRO-10-004 called Disclosure Requirements for Association with FSC, which is a tool to conduct a risk-based review of organizations that want to join or re-join the FSC system. The Disclosure Requirements for Association with FSC, which form an important part of the Certification Requirements is always applicable in its most recent version, and is available at [fsc.org/en/document-centre](http://fsc.org/en/document-centre).
- 1.18. **'FSC Claim'** is a claim made on sales and delivery documents for FSC-Certified Products or FSC Controlled Wood. The claims are: FSC 100%, FSC Mix x%, FSC Recycled x%, FSC Mix Credit, FSC Recycled Credit, and FSC Controlled Wood.
- 1.19. **'FSC Group'** refers to FSC AC, FSC GD, FSC IC, and ASI. Any reference to 'FSC Group' is also a reference to any of the entities within the FSC Group.
- 1.20. **'FSC Marketing and Communication Toolkit'** means a sharing platform for marketing and communications insights, sustainability campaigns, imagery, marketing tools, and creative assets on a global scale available at [marketingtoolkit.fsc.org](http://marketingtoolkit.fsc.org). Access to the Marketing and Communication Toolkit is provided by the Certification Body.
- 1.21. **'FSC Network'** refers to the global network supporting FSC Group's mission consisting of the FSC Group itself, the FSC Indigenous Foundation, the FSC Investments and Partnerships Inc., and other regional and national partner organizations as listed at [fsc.org/en/page/locations](http://fsc.org/en/page/locations).
- 1.22. **'FSC Trademarks'** mean all trademarks worldwide, no matter whether registered or unregistered, owned by FSC Group or any of its subsidiaries.

- 1.23. **'FSC Trademark Portal'** is the web-based support system found at [trademarkportal.fsc.org](http://trademarkportal.fsc.org) for the Licensee to access the Licensed Materials, supporting materials, and the most recent version of the Trademark Registration List. Access to the FSC Trademark Portal is provided by the Certification Body.
- 1.24. **'Inspection'** means access by the FSC Group and/or its appointed delegates/auditors to Licensee's or Sublicensees' information, documents, premises, personnel and systems. Inspections are limited to verify Licensee's and Sublicensee's conformance with the Certification Requirements.
- 1.25. **'Licensed Materials'** stand for those FSC Trademarks that are licensed under this Agreement as set out in **Annex 1**. The colors, formats, positioning, marking, and uses of the FSC Trademarks are set forth in this Agreement and are supplemented by the Trademark Registration List, the Trademark Use Requirements, and other instructions that may come from the Certification Body and/or the FSC Group.
- 1.26. **'Licensee'** refers to the Party entering into this Agreement in its function as the License Manager of the respective FSC Certification and is required to ensure the Sublicensees' signature and compliance with the Sublicense Agreement.
- 1.27. **'License Manager'** refers to the individual or legal entity acting as the main party responsible for the organization, management and conformance with standards of sites, management units or group members to be included in the scope of Group or Multi-site Certification in accordance with the "Forest Management Groups" (FSC-STD-30-005) or the 'Chain of Custody Certification of Multiple Sites' (FSC-STD-40-003) Standard respectively.
- 1.28. **'Policy for Association'** means the requirements set out in FSC-POL-01-004 which are the core principles and values any organization associated with FSC must comply with and are therefore specifically highlighted herein. The Policy for Association, which forms an important part of the Certification Requirements, can be found in Annex 3 and it is always applicable in its most recent version, which is available at [fsc.org/en/document-centre](http://fsc.org/en/document-centre).
- 1.29. **'Sublicensee'** means an entity or an individual who concluded a Sublicense Agreement with the Licensee, and is a participating site according to FSC-STD-40-003 or a group member and/or a forestry contractor according to FSC-STD-30-005.
- 1.30. **'Sublicense Agreement'** refers to the agreement entered into by the Licensee and Sublicensee in which the rights and obligations for the use of the Licensed Materials by the Sublicensee are outlined and the minimum requirements set out in this Agreement are included.
- 1.31. **'Third Party'** or **'Third Parties'** refers to all other parties (i.e., individuals, organizations, corporations, or groups of persons) which are not party to this Agreement.
- 1.32. **'Trademark Registration List'** is a table with FSC trademark information indicating the status of trademark registration by country, sorted by region, and which is found on the web-based FSC Trademark Portal in its most recent version at [trademarkportal.fsc.org](http://trademarkportal.fsc.org).
- 1.33. **'Trademark Use Requirements'** refer to the rules applicable to all Certificate Holders for the use of the Licensed Materials, as set out in FSC-STD-50-001 and the documents referred to therein, which set the minimum requirements and provide recommendations for the use of the Licensed Materials for on-product labelling and the promotion of FSC-Certified Products and FSC Certification.
- 1.34. **'Transaction Verification Data'** includes information specific to a purchase transaction or sale of FSC-Certified Products according to the Certification Requirements including, *inter alia*, the number of the transaction document (invoice number, shipping number, etc.), date of the transaction, prices, material or product description, wood species, quantities and units of transaction, specific certification claim, FSC license code of trading partner, and product type.

## 2. License to use the Licensed Materials

- 2.1. FSC GD grants to Licensee a royalty-free, revocable, non-exclusive and non-transferable license to use the Licensed Materials for FSC Claims, for on-product labelling on FSC-Certified Products and for

promotional use worldwide (hereinafter the 'Granted Rights') under special conditions and within the scope set forth particularly in Section 4 and in accordance with the current Certification Requirements, Trademark Use Requirements, and Trademark Registration List.

- 2.2. The assignment, sale and transfer of the Granted Rights to Third Parties is not permitted without FSC GD's prior written approval.
- 2.3. Licensee shall have the right to grant only royalty-free, revocable, non-exclusive and non-transferable sublicense to use the Licensed Materials for on-product labelling on FSC-Certified Products and for promotional use worldwide in accordance with the Certification Requirements to an entity or an individual representing a participating site according to FSC-STD-40-003 or an entity or an individual representing a group member according to FSC-STD-30-005. The scope and conditions under which sublicense is permissible and effective are outlined in this Agreement.
- 2.4. For the avoidance of doubt, the use of the Licensed Materials is especially prohibited in connection with:
  - 2.4.1. any product that falls outside of the scope of the Licensee's FSC Certification;
  - 2.4.2. any product with labelling or packaging that misidentifies the composition of the product;
  - 2.4.3. any product that is not eligible to be sold with FSC Claims and to be labelled and promoted with the FSC Trademarks;
  - 2.4.4. any False Claims on sales documents as defined in ADVICE-40-004-18 and relevant normative documents on False Claims;
  - 2.4.5. any products produced or sold, or promotional use of the Licensed Materials while the Granted Rights under this Agreement are suspended pursuant to Section 16 below or after the termination of this Agreement pursuant to Section 17 below;
  - 2.4.6. any products produced or sold, or promotional use of the Licensed Materials while the FSC Certification is suspended or after the FSC Certification is terminated.
- 2.5. FSC GD warrants to the Licensee that it is authorized to license the Granted Rights to the Licensee with the right of sublicensing under this Agreement.
- 2.6. FSC GD further warrants to Licensee that, to the best of FSC GD's knowledge at the time of the Effective Date, the use of the Licensed Materials does not infringe upon any pre-existing or prior-registered Third Party trademark rights.

### **3. Management of Sublicense Agreement**

- 3.1. Licensee acting in its capacity of the License Manager must comply with the following obligations:
  - 3.1.1. Licensee must develop and enter into a Sublicense Agreement with each and every Sublicensee and only after signing the Sublicense Agreement and meeting further applicable Certification Requirements the Sublicensees are allowed to use the Licensed Materials.
  - 3.1.2. Licensee must collect all Sublicense Agreements and make them available to FSC Group or the respective Certification Body, upon request.
  - 3.1.3. Licensee must obtain a signed Self-Declaration regarding FSC-POL-01-004 (Policy for Association) for each Sublicensee as provided in Annex 4 hereto.
  - 3.1.4. Licensee must collect all signed Self-Declarations and make them available to and upon a request by the FSC Group or the Certification Body.



- 3.1.5. Licensee shall collect all necessary consents from Sublicensees including but not limited to the Consent Form as provided in **Annex 7** for processing of data in line with Section 13 of this Agreement and make them available to the respective Certification Body and, upon their request, to the FSC Group.
- 3.1.6. Licensee must maintain a complete and up-to-date list of all the Sublicensees and their status and is obliged to provide it within one (1) working day to FSC GD or the respective Certification Body, upon request.
- 3.1.7. Licensee must promptly notify the Sublicensees about every incorporation or modification of the Certification Requirements upon receipt of notification of such incorporation or modification from the Certification Body or by FSC GD in accordance with Section 6.2.
- 3.1.8. Licensee must instruct the Sublicensee about not having the right to issue sublicenses and must ensure that no sublicense is granted by any Sublicensee.
- 3.2. The content and wording of the Sublicense Agreement is to be defined by the Licensee. Nonetheless, the Sublicense Agreement should mirror this Agreement. In particular, the following requirements (which are non-exhaustive) must be observed and included by the Licensee in the Sublicense Agreement:
  - 3.2.1. Sublicensee has no right to issue sublicenses.
  - 3.2.2. Sublicensee must adhere to all the Certification Requirements.
  - 3.2.3. The Sublicense Agreement must include Suspension and Termination grounds set forth in Sections 16.1 and 17.6.
  - 3.2.4. The Sublicense Agreement shall be compliant with all applicable data protection laws, including the obligation to collect all necessary consents from the Sublicensee for the processing of data in line with Section 13 of this Agreement.
  - 3.2.5. The sublicense is dependent on the main license of the Licensee. The sublicense is directly affected accordingly by the suspension or termination of this Agreement.
  - 3.2.6. The sublicense shall not be granted for longer than five (5) years starting with the Effective Date of this Agreement.
  - 3.2.7. The Sublicense Agreement must have clear and transparent rights and obligations. In this sense, the Licensee shall ensure that the Sublicensee is aware of all of its rights and responsibilities before signing the Sublicense Agreement. Accordingly, the Licensee commits to be as informative as necessary to guarantee that no barriers, including (but not limited to) language and literacy restrictions, affect the clear understanding of the clauses of the Sublicense Agreement by the Sublicensee.
  - 3.2.8. Licensee shall ensure in the Sublicense Agreement that the Sublicensee will indemnify and hold harmless FSC GD from (i) all Third Party claims arising out of the faulty use of the Licensed Materials by Sublicensee, its subsidiaries, distributors, agents, employees or subcontractors, and (ii) Third Party claims arising out of or based on Sublicensee's product or other liability with respect to any products manufactured by, distributed by, or otherwise under the control of Sublicensee.
- 3.3. Failure to include the above requirements set out in Section 3.2 into the Sublicense Agreement means that the sublicense is granted outside the scope and terms and conditions of the rights granted by this Agreement and renders the Sublicense Agreement ineffective. The Licensee stays fully liable towards FSC GD for indirect, incidental, consequential, or special damages resulting from sublicensing outside the scope and terms and conditions of this License. Consequential damages include loss of business, staff time, goodwill, use or other economic advantages whether based upon breach of contract, breach of warranty, tort (including negligence), whether or not Licensee has previously been advised of the possibility of such damages.
- 3.4. The Licensee ensures to have all necessary means (including but not limited to legal, factual or other means) in place to be able to immediately terminate the Sublicense Agreement in case the FSC Group or

the Certification Body identifies that the Sublicensee is breaching the provisions of this Agreement or the Sublicense Agreement.

- 3.5. Failure to terminate the Sublicense Agreement by the Licensee is a ground for termination of this Agreement.
- 3.6. In the event that the Licensee ceases to have the License Manager function, the replacing entity in this function must re-enter into the latest version of the License Agreement for the FSC Certification Scheme for Group and Multi-site Certification.
- 3.7. The Licensee accepts liability for the actions or omissions of any Sublicensee that may result in Suspension or Termination for Cause, according to Sections 16.1 and 17.6, and to indemnify FSC Group accordingly.
- 3.8. For the avoidance of doubt, the requirements set out in this Section with regard to the rights and obligations which the Sublicense Agreement must contain are non-exhaustive. The Sublicense Agreement must mirror all rights and obligations that affect the Sublicensee, irrespective of whether they are listed in this Section or other Sections of this Agreement.

#### **4. Status of the Agreement and FSC Certification**

- 4.1. A Licensee's and Sublicensee's FSC Certification can have the following status:
  - Valid;
  - Suspended;
  - Terminated;
  - Suspended and Blocked;
  - Terminated and Blocked.
- 4.2. The Agreement can have the following status:
  - Valid;
  - Valid with suspended Granted Rights;
  - Terminated.
- 4.3. For the avoidance of doubt, Licensee is allowed to use the Granted Rights granted under this Agreement only if Licensee's FSC Certification has a valid status accordingly. The same shall apply for all Sublicensees requiring a valid FSC Certification for Licensee and Sublicensee provided that also a legally binding Sublicense Agreement is concluded under the minimum requirements set forth in this Agreement.
- 4.4. FSC Certification can only have a valid status if the following conditions are cumulatively met:
  - (i) Licensee has accepted all terms and conditions of this Agreement,
  - (ii) the Granted Rights have not been suspended,
  - (iii) Licensee has entered into a Certification Agreement and
  - (iv) Licensee's operations conform with the Certification Requirements.
- 4.5. The status of the Granted Rights under this Agreement is dependent upon the status of Licensee's and Sublicensee's FSC Certification as published on the FSC Search. Therefore, if the FSC Certification is suspended or terminated, the Granted Rights and the right to sublicense are *ipso facto* suspended without further notice.
- 4.6. Sublicensee's Granted Rights shall be suspended automatically and without need of further actioning from FSC GD *-ipso facto-* if Licensee does not hold a valid FSC Certification status. Subject to the terms and conditions of this Agreement and the Sublicense Agreement, the sublicense shall come automatically and



without need of further actioning from FSC GD *-ipso facto-* into effect at the moment Licensee holds a valid FSC Certification.

- 4.7. Notwithstanding Section 4.5, the Granted Rights and right to sublicense may be suspended pursuant to Section 16 below or this Agreement may be terminated pursuant to Section 17 below. In such an event, the FSC Certification status will also *ipso facto* be affected. As a result, if the Granted Rights are suspended, the FSC Certification is automatically *-ipso facto-*suspended. If this Agreement is terminated, the FSC Certification is automatically *-ipso facto-*terminated two weeks after the effective date of termination of this Agreement, except for the cases of False Claims, in which the FSC Certification is immediately terminated.
- 4.8. Notwithstanding Sections 4.5 and 4.7, the FSC Certification shall be terminated when Licensee does not hold a valid Certification Agreement with a Certification Body.
- 4.9. The suspension of the Granted Rights pursuant to Sections 4.5 and 4.7 does not affect the other obligations of both Parties under this Agreement.
- 4.10. During and after the Term of this Agreement, FSC GD is expressly entitled to publish the Certification Data in the FSC Search in order to demonstrate the Licensee's and Sublicensees' FSC Certification status. Certification Data shall remain in the FSC Search for ten (10) years after termination or expiration of this Agreement.

## 5. FSC Trademark Services

- 5.1. The Parties acknowledge that the Certification Body provides approvals and compliance checks regarding the use of the Licensed Materials on behalf of FSC GD. The Certification Body shall therefore be the first point of contact for Licensee with regards to trademark usage. In this context, the Certification Body provides the following services:
  - 5.1.1. reviews and approves the proposed use of the Licensed Materials by the Licensee and Sublicensees according to the Certification Requirements and the Trademark Use Requirements in their most current version; and
  - 5.1.2. provides support regarding the use of the Licensed Materials and access to the Licensed Materials as well as supporting materials, including through the FSC Trademark Portal and the FSC Marketing and Communication Toolkit.
- 5.2. The Licensee shall ensure that all uses of the FSC trademarks by Sublicensees are approved by the Certification Body prior to use unless an alternative trademark use management system was approved by the Certificate Body or FSC in accordance with Section 10.6. When seeking approval from the Certification Body, the Licensee shall ensure that the Sublicensees submit all approval requests via the Licensee, and the Licensee shall keep records of approvals.
- 5.3. FSC GD reserves the right to perform the functions mentioned in Sections 5.1.1 and 5.1.2 above to protect its trademarks in furtherance of the FSC Certification Scheme. In case FSC GD decides to perform the above functions, the decision made by FSC GD shall supersede any decision taken by the Certification Body on the same matter and shall be communicated to the Licensee.

## 6. Incorporation and Modification of Certification Requirements

- 6.1. By signing this Agreement, Licensee declares that it has read, understood and accepted the terms of the Certification Requirements, and acknowledges that the Certification Requirements are deemed to be an integral part of this Agreement. An overview of the Certification Requirements applicable to this Agreement is available in **Annex 2** and, in its most recent version, at [fsc.org/normative-framework-overview](https://www.fsc.org/normative-framework-overview).

- 6.2. The FSC Group reserves the right to unilaterally develop new and revise all or parts of the existing Certification Requirements, in particular to the extent the development and revisions are decided by the FSC AC General Assembly or the FSC Board of Directors or the FSC Director General, or are otherwise necessary to comply with new or modified legal, regulatory, technical or environmental requirements or, to maintain the purpose and level of integrity of the FSC Certification Scheme or in furtherance of the FSC Certification Scheme. Next to other publications and information provided by the Certification Body in charge, the FSC Group will inform the Licensee electronically via the e-mail address provided according to Section 13.5 about the nature and scope of any development or revision to the Certification Requirements as applicable to Licensee and Sublicensees. Consent to the newly developed or revised Certification Requirements is deemed to have been declared by Licensee and the newly developed or revised part will become an integral part of this Agreement on the announced effective date unless Licensee expressly objects within six (6) weeks after the receipt of the new version of the Certification Requirement. FSC GD shall especially draw the attention of Licensee to the anticipated significance of Licensee's behavior in the advance information. Licensee shall be responsible to adhere to and implement, and to ensure that the Sublicensees adhere to and implement, the relevant new or revised version of the Certification Requirements within the time specified in the Certification Requirements.

### **7. Policy for Association**

- 7.1. The Policy for Association is an essential component of the Certification Requirements and contains core principles and values that Licensee and Sublicensees must comply with. The Policy for Association also defines specific unacceptable activities that shall be avoided. The Policy for Association in its current edition is included in **Annex 3** and forms an integral part of this Agreement along with the mandatory self-declaration in **Annex 4**.

### **8. FSC Check**

- 8.1. The FSC Check is an essential component of the Certification Requirements and contains a questionnaire to conduct a risk-based review of organizations that want to join or re-join the FSC system that allows FSC to check if the organization complies with FSC core principles and values. The requirements for FSC Check are set out in the Disclosure Requirements for Association with FSC (FSC-PRO-10-004), which is available in its current version at [fsc.org/en/document-centre](https://www.fsc.org/en/document-centre).
- 8.2. Should the Licensee be required to make disclosure to FSC Check:
- 8.2.1. the Licensee warrants that all statements, information, data and documents provided with the answers to FSC Check are true, accurate and complete; and
- 8.2.2. in the event that the situation about any unacceptable activity within meaning of Part I Section 1 of the Policy for Association and/or the Licensee's connection to unacceptable activity through corporate group changes becomes inaccurate after the submission to FSC Check, the Licensee shall notify FSC GD in text form without undue delay.

### **9. False Claims and Consequences (Blockage and Compensation Fee)**

- 9.1. The Advice Note on False Claims is another essential component of the Certification Requirements, containing key obligations and consequences for Licensee and Sublicensees. The Advice Note on False Claims is in its current edition included in **Annex 5** and forms an integral part of this Agreement.
- 9.2. Consequence for False Claims includes, but are not limited to, blockage and compensation fee. The purpose of the compensation fee is to protect (i) the trust in the integrity of the FSC Certification Scheme, (ii) all complying Licensees and Sublicensees, and (iii) the high reputation and credibility which the FSC Certification Scheme enjoys worldwide. The compensation fee shall further protect producers and consumers against any misleading communications resulting from the False Claims. The compensation fee also covers at least parts of the costs incurred by members of the FSC Group to investigate the False Claims that led to the payment of the compensation fee.

- 9.3. The compensation fee including the applicable calculation method and amount of the compensation fee are specified in FSC-PRO-10-003 that can be found in **Annex 6**.
- 9.4. The calculation method shall ensure that the applicable compensation fee payable by the Licensee and/or Sublicensee to FSC GD is appropriate, in particular proportional to the nature, weight, gravity and duration of the specific False Claim in question, including its impact on the integrity and the reputation of the FSC Certification Scheme.
- 9.5. The assertion of a claim for damages because of a False Claim exceeding the compensation fee ("Vertragsstrafe") remains unaffected. However, the compensation fee shall be set off against such a claim for damages.

## **10. Principal Obligations of Licensee & Good Faith Collaboration**

- 10.1. Licensee shall comply with the provisions of this Agreement and the Certification Requirements.
- 10.2. Licensee shall exercise the Granted Rights pursuant to Section 2.1 above and use the Licensed Materials in good faith and strictly in accordance with the terms and provisions of this Agreement. Licensee shall also act in accordance with the Trademark Use Requirements and all reasonable instructions about the use of the Licensed Materials received from the FSC Group and the Certification Body in this regard.
- 10.3. Licensee shall use Licensed Materials, and any of its component only in compliance with this Agreement and Annexes. Any actions or attempts to amend, make a derivative work, edit, or make any other changes to the Licensed Materials or its components shall be considered as a breach of this Agreement.
- 10.4. Licensee shall ensure that all Sublicensees use the sublicense in good faith and in accordance with the terms and provisions of this Agreement and shall act in accordance with all reasonable instructions of FSC GD or the Certification Body.
- 10.5. Licensee shall ensure that the Sublicensees hold FSC GD harmless from any action, liability, or loss in respect of the performance of this Agreement or the Sublicence Agreement, in particular by including a clause in the Sublicence Agreement which will implement its obligation set out in this section.
- 10.6. In accordance with the Trademark Use Requirements, Licensee shall obtain prior approval from the Certification Body for:
  - all proposed uses of the Licensed Materials for on-product labelling and promotional use; or
  - all trademark use management systems.
- 10.7. For the purpose of checking and confirming Licensee's compliance with this Agreement, Licensee shall provide (and ensure that Sublicensee also provides), upon request of any entity of the FSC Group, the Certification Body and/or their appointed delegates/auditors, sales documents (invoices, purchase orders, shipping documents, etc.), volume ledgers, specimens, pictures and samples of finished products, product or service details, promotional materials, advertised services which feature the Licensed Materials and samples of FSC-Certified Products and forest products (including, but not limited to, disks of wood, wood chips, flowers, leaves, fruits, wood samples, etc.) for fiber testing and other means of evaluation (including, but not limited to, wood identification). FSC GD warrants that the FSC Group will demand those documents/materials and samples in a reasonable manner and only to the extent necessary to perform the according checks. The Licensee shall provide, and ensure that Sublicensee also provides, the documents/materials and samples upon request by FSC Group without undue delay. FSC Group shall treat all documents/materials and samples confidential and demand the same behavior from the Certification Body or their appointed delegates/auditors. Confidential treatment will not apply if there is a statutory obligation to disclose them, they are in the public domain already or they need to be disclosed during measures of law enforcement, e.g., in proceedings.
- 10.8. In order to protect the integrity of the FSC Certification Scheme, including trademark protection, as well as to prevent confusion of market participants and to combat fraudulent behaviors in relation to the FSC Certification Scheme, Licensee shall, upon request:

- 10.8.1. provide the FSC Group with Licensee's or Sublicensees' corporate structure and its list of Affiliated Companies. In case of necessity, the FSC Group may share the Licensee's or Sublicensees' corporate structure and its list of Affiliated Companies with a relevant national network partner;
- 10.8.2. allow FSC GD or their appointed delegates/auditors to carry out Inspections at any time during the Term of this Agreement and after the suspension of the Granted Rights or within two (2) years after the termination or expiration of this Agreement. FSC GD shall carry out Inspections in a reasonable manner and only to the extent necessary to ensure the integrity of the FSC Certification Scheme. Unless it is necessary to prevent immediate harm to the FSC Certification Scheme and its participants, Inspections will be announced at least three (3) working days before they are performed and will be carried out during the usual working hours. Licensee shall grant FSC GD access to its premises and provide the requested information/ documents/ materials without undue delay. FSC GD shall treat all information/ documents/ materials as confidential. The confidential treatment will not apply if there is a statutory obligation to disclose the information, if the information is already in the public domain or if the information needs to be disclosed during measures of law enforcement, e.g. in proceedings;
- 10.8.3. provide the FSC Group, the Certification Body and/or their appointed delegates/auditors with Transaction Verification Data during the Term of this Agreement and after the suspension of the Granted Rights or within two (2) years after the termination or expiration of this Agreement;
- 10.8.4. provide FSC GD and its authorized delegates/auditors with all necessary documentation to evaluate compliance, including but not limited to invoices, shipping documents, audited reports, procurement documents, and customs declarations.
- 10.9. Upon request, Licensee shall provide the information mentioned in Sections 10.8.1, 10.8.3 and 10.8.4 within fourteen (14) calendar days. Upon request, Licensee shall also provide the abovementioned information on behalf of Sublicensee within the same timeframe.
- 10.10. Licensee shall verify, and ensure that Sublicensee also verifies, the status of the FSC Certification of their business partners from whom they purchase FSC-Certified Products on FSC Search at the address [info.fsc.org](http://info.fsc.org).
- 10.11. Licensee shall always ensure and be liable towards the FSC Group that the contact data mentioned in Section 13 below are correct and regularly updated.
- 10.12. FSC Group reserves the right, before taking legal measures according to this Agreement, to approach Licensee and/or Sublicensees to show cause in order to demonstrate compliance with this Agreement or the Certification Requirements in particular. Upon such request, Licensee and/or Sublicensees are required to present facts contrary to the reason for the respective measure within two (2) calendar weeks. The presentation of facts is sufficiently substantiated when facts are cited which, in the context, are capable of eliminating, without considerable doubt on FSC GD's side, the circumstances of the facts of the respectively alleged misconduct. The obligation to substantiate is not satisfied if FSC GD cannot judge whether the respectively alleged misconduct happened or not on the basis of the presentation; whether by insufficient or missing submission by Licensee and/or Sublicensees.

## **11. Quality and Maintenance of the Licensed Materials**

- 11.1. Licensee shall, upon request, provide the FSC Group with sales documents (invoices, purchase orders, shipping documents, etc.), specimens, pictures and samples of finished products, product or service details, promotional materials, and/or advertised services which feature the Licensed Materials, in order to demonstrate the use of the FSC Trademarks for the purposes of maintaining and protecting the FSC Group's intellectual property rights. Licensee shall also provide the abovementioned information on behalf of Sublicensee upon request.
- 11.2. FSC GD warrants that all reasonable endeavors to maintain and protect the intellectual property rights in respect of the Licensed Materials are being used. The registration of the Licensed Materials as trademarks, or any other form of intellectual property, remains within the absolute discretion of FSC Group.

## **12. Violations of FSC's Intellectual Property**

- 12.1. During the Term of this Agreement and thereafter, Licensee agrees to neither itself, nor through any Third Party adopt, register, attempt to register or maintain any application or registration of a trademark or other intellectual property rights, copyright, trade name, domain name, corporate name or similar, or part thereof, any of the FSC Trademarks, any term or translation or transliteration having the same meaning as any of the FSC Trademarks, or any word(s), initials, sign(s), symbol(s), or picture(s), or combination thereof, which is identical, confusingly or misleadingly similar to the FSC Trademarks. Should Licensee and/or Sublicensees obtain non-registered rights in connection with the use of the Licensed Materials without a registration upon compulsory rules found in statutory law, the Licensee shall not use and shall ensure that Sublicensees also do not use these non-registered rights as long as this Agreement does not allow the use of the Licensed Materials. Licensee shall at no time transfer any of those non-registered rights to Third Parties and will refrain from the further use of those non-registered rights permanently once this Agreement has expired or was terminated, and shall ensure that the Sublicensees does not transfer or use such non-registered rights.
- 12.2. Licensee shall, without undue delay, notify in writing FSC GD and the Certification Body in charge in the event that Licensee or Sublicensees become aware of a Third Party attempt to adopt or register a trademark, trade name, domain name, copyright, corporate name or similar, or part thereof, any of the FSC Trademarks, any term or translation or transliteration having the same meaning as any of the FSC Trademarks, or any word(s), initials, sign(s), symbol(s), or picture(s), or combination(s) thereof, which is identical, confusingly or misleadingly similar to the FSC Trademarks.
- 12.3. Licensee shall, without undue delay, notify in writing FSC GD and the Certification Body in charge and shall provide FSC GD and the Certification Body with all relevant documents and information (e.g. alleged infringer's name and contact details, information pertaining to date(s) of infringement, source and location, and evidence such as sales documents, photographs, screenshots, emails, letters, etc.) in the event that:
  - 12.3.1. Licensee or Sublicensee becomes aware of any Third Party's unauthorized use or potential unauthorized use of the Licensed Materials (including unauthorized co-labelling and/or co-branding) or any other Intellectual Property right owned by FSC Group;
  - 12.3.2. Licensee or Sublicensee becomes aware of any Third Party's unauthorized use or potential unauthorized use of a graphical representation, copyright, trademark, domain name or trade name which is identical or confusingly similar to the Licensed Materials;
  - 12.3.3. Licensee or Sublicensee becomes aware that a Third Party alleges that the Licensed Materials are invalid;
  - 12.3.4. Licensee or Sublicensee becomes aware that a Third Party alleges that the use of the Licensed Materials infringes any rights of another Third Party;
  - 12.3.5. Licensee or Sublicensee is threatened or challenged by a Third Party regarding Licensee's or Sublicensee's use of the Licensed Materials.
- 12.4. The Licensee shall ensure that the Sublicensees communicate to the former any of the circumstances listed in Section 12.3.
- 12.5. Licensee shall have no authority to enforce or threaten to enforce the trademark or other Intellectual Property rights of the FSC Group, nor shall Licensee have any rights to demand or control any action by the FSC Group to enforce such rights. Further to this, Licensee may not raise or enforce any rights that have a connection with the Licensed Materials against Third Parties irrespective of its legal basis without the prior written consent of FSC GD. Moreover, Licensee shall ensure that the Sublicensee does not engage in the practices stated in this subsection.

### **13. Processing of Data and Consent Declaration**

- 13.1. Licensee is a controller in terms of data protection and agrees to act in accordance with all relevant data protection laws.
- 13.2. FSC GD processes, within the limits set forth by the applicable laws, business and personal data of Licensee and Sublicensees collected when applying for FSC Certification and occurring during the contractual relationship with FSC GD as far as this is necessary to fulfill its contractual obligations and exercise its contractual rights in compliance.
- 13.3. The data processed pursuant to Section 13.2 includes, without limitation, (i) FSC GD's access to and collection of the 'Certification Data' as defined under Section 1.9, (ii) FSC GD's access to and collection of Transaction Verification Data and results of fiber testing and other conformance evaluations made available by the Certification Body or ASI for the purpose of verifying Licensee's and Sublicensees' compliance with this Agreement and other scientific research purposes, in accordance with FSC-STD-40-004, and (iii) the publication of the Certification Data, *inter alia* the name, address and contact information of Licensees and Sublicensees who can be as well individuals, on the FSC Search and FSC Certification Database.
- 13.4. FSC GD shares contact details as well as business information with regard to Licensee's and Sublicensees' Certification Data to the FSC Network in order to enable FSC Network to assist, provide services and improvements within the FSC Certification Scheme in the local market.
- 13.5. Licensee shall provide personal contact data of designated contact person(s) (e.g., name, personalized e-mail address and/or phone number, position) for each specified purpose (such as main contact for FSC, marketing, legal notices/notifications, etc.) to FSC Group and relevant national and regional network partners via the FSC Certification Portal. As an alternative to providing personal data of designated contact person(s), Licensee may provide a non-personalized contact data (e.g., [marketing@company.com](mailto:marketing@company.com)).
- 13.6. Licensee shall provide personal contact data of a designated contact person (e.g., name, personalized e-mail address and/or phone number) to be made publicly available on the FSC Search. As an alternative to providing personal data of a designated contact person(s), Licensee may provide a non-personalized contact data (e.g., [info@company.com](mailto:info@company.com)).
- 13.7. In the event Licensee chooses to provide personal contact data of designated contact person(s) as indicated in Sections 13.5 and 13.6, Licensee needs to ensure that each designated contact person freely agreed to the digital declaration of consent via the FSC Certification Portal for each specified purpose. In case of changes designated contact person(s) and Licensee are obligated to adjust the digital declaration of consent via the FSC Certification Portal without undue delay.
- 13.8. Licensee agrees, to the greatest extent possible, to participate in ensuring the continuous improvement of the performance of the FSC Certification Scheme with the ultimate goal of increasing Certificate Holders' satisfaction and raising FSC's competitive strength in the market (e.g. via participation in surveys, webinars etc. organized by the FSC Network).
- 13.9. Licensee acknowledges that due to the global character of the FSC Certification Scheme, FSC GD, the Certification Body and ASI may process personal data of Licensee and Sublicensees outside the European Union in countries which do not have an adequate data protection standard. In this case, adequate safeguards have been established to ensure an adequate level of data protection of Licensee's and Sublicensees' personal data.
- 13.10. Licensee shall collect all necessary consents from Sublicensees for processing of data to the extent and in accordance with the terms set out the Section 13 of this Agreement.

- 13.11. Licensee shall ensure that the Sublicensees fulfill their data protection obligations, in particular by including in the Sublicense Agreement the provisions set out in Section 13 of this Agreement.

#### **14. FSC's Limitation of Liability and No Waiver of Rights**

- 14.1. FSC GD's liability for damages caused by simple negligence is limited to damages arising from the breach of material contractual obligations, the fulfilment of which is prerequisite to the proper execution of the Agreement and in the observance of which the contractual partner regularly trusts and is entitled to trust; in this case, however, FSC GD's liability shall be limited to the typically foreseeable damage at the time of entering into the License Agreement. This limitation of liability shall equally apply to any damage caused by gross negligence on the part of employees or agents of FSC GD who are not governing bodies or executives of FSC GD.
- 14.2. The limitations of liability set out in Section 14.1 shall apply to all claims for damages irrespective of their legal basis, with the exception of damage claims filed by Licensee (i) for wilful misconduct, (ii) pursuant to any mandatory statutory liability (in particular any liability under the German Product Liability Act), (iii) pursuant to the statutory liability for defects in products, (iv) for defects which are covered by a guarantee that was given regarding the quality of a product (in this context, where applicable, the guarantee and/or limitation period laid down in the guarantee shall apply), or (v) for any kind of wilfully or negligently caused personal injuries.
- 14.3. The aforementioned limitations of liability shall also apply for damage claims filed by the Licensee against governing bodies, executives, employees, or authorized agents of FSC GD.
- 14.4. Unless expressly stated herein, nothing in this Agreement shall be interpreted as a waiver or limitation of FSC GD's statutory rights by applicable law.

#### **15. Licensee's Indemnification for Claims by Third Party**

- 15.1. Licensee agrees to indemnify and hold harmless FSC GD from (i) all Third Party claims arising out of the faulty ("*verschuldet*") use of the Licensed Materials by Licensee, Sublicensees, or their subsidiaries, distributors, agents, employees or subcontractors, and (ii) Third Party claims arising out of or based on Licensee's and/or the Sublicensees' products or other liability with respect to any products manufactured by, distributed by, or otherwise under the control of Licensee and/or the Sublicensees.
- 15.2. Additionally, Licensee agrees to indemnify and hold harmless FSC AC, FSC IC and ASI from (i) all Third Party claims arising out of the faulty ("*verschuldet*") use of the Licensed Materials by Licensee and Sublicensees or their subsidiaries, distributors, agents, employees or subcontractors, and (ii) Third Party claims arising out of or based on Licensee's and/or the Sublicensees' products or other liability with respect to any products manufactured by, distributed by, or otherwise under the control of Licensee or Sublicensees.

#### **16. Suspension of the Granted Rights and the Right to Sublicense**

- 16.1. **Grounds for Suspension**. The Granted Rights licensed under Section 2.1 above and the right to sublicense under Section 2.3 can be suspended in the event that:
- 16.1.1. Licensee and/or Sublicensee commits a breach of the Certification Requirements, especially but not limited to:
- (i) non-compliance with the Trademark Use Requirements for use of the Licensed Materials; or
  - (ii) conducting False Claim.



- 16.1.2. Licensee and/or Sublicensee produces and/or offers for sale products that are not eligible to be sold with FSC Claims and to be labelled and promoted with the FSC Trademarks;
- 16.1.3. Licensee and/or Sublicensee submits falsified or misleading documentation to clients or prospective clients, or misleads consumers or clients regarding its FSC Certification status through the use of the Licensed Materials;
- 16.1.4. Licensee and/or Sublicensee, or any of their Affiliated Companies, are the subject of a Policy for Association complaint accepted pursuant to FSC-POL-01-004 in accordance with FSC-PRO-01-009;
- 16.1.5. Licensee and/or Sublicensee, or any of their Affiliated Companies are, the subject of an investigation initiated by the FSC Group pursuant to FSC-POL-01-004 in accordance with FSC-PRO-01-009;
- 16.1.6. Licensee and/or Sublicensee provides untrue, inaccurate or incomplete statement, information, data or document(s) with the answers to FSC Check;
- 16.1.7. Licensee and/or Sublicensee discredits or damages the reputation or integrity of the FSC Certification Scheme and/or the FSC Network;
- 16.1.8. Licensee and/or Sublicensee has Affiliated Companies that committed False Claims;
- 16.1.9. Licensee and/or Sublicensee commits a breach of any principal obligation as set out in section 10 or any other substantial term of this Agreement; or
- 16.1.10. Licensee and/or Sublicensee causes a strong indication for a reason to terminate this Agreement according to Section 17.6, which also poses a high risk to the integrity of the FSC Certification Scheme
- 16.1.11. Licensee fails to immediately suspend or terminate (as the case may be, in accordance with Section 3.2.3) the Sublicense Agreement with the Sublicensee who engages in any of the acts or omissions listed in Sections 16.1.1 to 16.1.10 above.
- 16.1.12. Licensee fails to incorporate any of the requirements listed in this Agreement in the Sublicense Agreement concluded with each Sublicensee.
- 16.2. **Notice of Suspension.** Upon suspension decision of the Granted Rights and the right to sublicense pursuant to Section 16.1, FSC GD will inform Licensee by issuing a suspension notice in text form within the meaning of § 126b BGB (German Civil Code). Both Parties agree that the suspension notice shall be effective by delivering it electronically to the email address provided by Licensee in the FSC Certification Portal according to Section 13.5. For the avoidance of doubt, alternative delivery options are not excluded.
- 16.3. **Effect of Suspension.** After the suspension decision, the status of Licensee's FSC Certification will be changed to 'suspended' in the FSC Certification Database.
  - 16.3.1. Upon suspension of the Granted Rights and the right to sublicense, Licensee shall stop using the Licensed Materials and shall ensure that the Sublicensees also stop using the Licensed Materials with immediate effect. This includes, for the avoidance of doubt, the use of the Licensed Materials for on-product labelling on FSC-Certified Products, the promotion of FSC-Certified Products and the promotion of Licensee's FSC Certification. Licensed Materials displayed on public media, which create the assumption that the Licensee currently holds a valid FSC Certification without non-conformities, or otherwise causes market confusion, shall be removed within fourteen (14) calendar days following the suspension. Licensee acknowledges that next to FSC the responsible Certification Body is obligated to verify Licensee's and Sublicensees' compliance with this provision.
  - 16.3.2. For the sake of clarity, the suspension of the Granted Rights under Section 16 does not affect the other rights and/or obligations of either Party under this Agreement or under the applicable law.
- 16.4. **Lifting of Suspension.** FSC GD can lift the decision to suspend the Granted Rights if Licensee and Sublicensees demonstrate future compliance with this Agreement and if actions defined by the FSC Group and/or the Certification Body to remedy the grounds for suspension have been fully implemented. In addition, the following applies:

- 16.4.1. in case of suspension pursuant to Sections 16.1.4 and 16.1.5, the suspension of the Granted Rights can be lifted if Licensee and/or the Sublicensees, or their Affiliated Companies were found by FSC GD not to have violated the Policy for Association or to have completed the conditions for maintaining association.

## 17. Term and Termination

- 17.1. **Term.** Subject to the provisions for early termination below, this Agreement shall last for a period of five (5) years from the Effective Date (**'Term'**). In case Licensee has already applied for the renewal of its FSC Certification upon expiration of the Term, the Term shall be extended for the time of the recertification, but no longer than for three (3) months. In case Licensee does not apply for the renewal of its FSC Certification, the Agreement shall automatically terminate without further notice.
- 17.2. Upon renewal of Licensee's FSC Certification, Licensee must conclude the latest version of the License Agreement for the FSC Certification Scheme for Group and Multi-site Certification in order to uphold a valid FSC Certification. This Agreement shall be terminated *ipso facto* upon the conclusion of the latest version of the License Agreement for the FSC Certification Scheme for Group and Multi-site Certification.
- 17.3. **Effect of Expiration ("Wirkungen eines ausgelaufenen Vertrags").** Following expiration of the Agreement pursuant to Section 17.1, Licensee shall be obligated as follows:
- 17.3.1. Licensee shall stop using the Licensed Materials with immediate effect. This includes, for the avoidance of doubt, on-product labelling on FSC-Certified Products, the promotion of FSC-Certified Products and the promotion of Licensee's FSC Certification. Existing public materials, such as websites, posts on social media, signs, posters, etc. shall be removed within ten (10) calendar days;
- 17.3.2. In order to protect the integrity of the FSC Certification Scheme, including trademark protection, as well as to prevent confusion of market participants and to combat fraudulent behaviors in relation to the FSC Certification Scheme, Licensee shall implement measures to be able to provide the FSC Group, the prior Certification Body, and/or their appointed delegates/auditors, upon request, with the Licensee's and the Sublicensees' Transaction Verification Data for a period of two (2) years following the date of expiration.
- 17.3.3. Licensee shall ensure that the Sublicensee stops using the Licensed Material with immediate effect. This includes, for the avoidance of doubt, on-product labelling on FSC-Certified Products, the promotion of FSC-Certified Products and the promotion of Licensee's FSC Certification. Existing public materials, such as websites, posts on social media, signs, posters, etc. shall be removed within ten (10) calendar days;
- 17.4. After the Term of this Agreement, the status of Licensee's certification will be changed to 'terminated' in the FSC Certification Database.
- 17.5. **Termination by Either Party ("ordentliche Kündigung").** This Agreement may be terminated earlier than the Term specified in Section 17.1, when either Party gives a notice three (3) months in advance of the date of termination.
- 17.6. **Termination by FSC GD for Cause with immediate effect ("außerordentliche Kündigung seitens FSC GD mit sofortiger Wirkung").** FSC GD can terminate this Agreement for cause with immediate effect. A cause may especially be assumed in the event that FSC GD cannot, under the circumstances of the specific case and weighing the interests of both Parties, reasonably be expected to continue the contractual relationship until the end of the Term pursuant to Section 17.1 or the end of the notice period pursuant to Section 17.5. A cause may especially be assumed in the event that Licensee and/or Sublicensees:
- 17.6.1. fails to immediately cease use of the Licensed Materials during suspension pursuant to Section 16.3;
- 17.6.2. fails to fulfill the corrective action request issued by a Certification Body after the suspension of the FSC Certification;
- 17.6.3. fails to implement and uphold an action defined by the FSC Group to remedy the grounds for suspension pursuant to Section 16.1 above;

- 17.6.4. is found by FSC GD to have violated one or more elements of the Policy for Association (FSC-POL-01-004);
- 17.6.5. provides significantly untrue, inaccurate or incomplete statement, information, data or document(s) with the answers to FSC Check;
- 17.6.6. significantly or repeatedly discredits or damages the reputation or integrity of the FSC Certification Scheme and/or the FSC Network;
- 17.6.7. fails to exercise the Granted Rights in good faith pursuant to Section 10.2 ;
- 17.6.8. is not willing to accept the relevant new or revised version of the Certification Requirements pursuant to Section 6.2;
- 17.6.9. conducts False Claim(s);
- 17.6.10. fails to immediately suspend or terminate the Sublicense Agreement (as the case may be, in accordance with Section 3.2.3), upon the Sublicensee engaging in any of the acts or omissions listed in Sections 17.6.1 to 17.6.9; or
- 17.6.11. no longer holds its function of License Manager.
- 17.7. **Termination by Licensee for Cause with immediate effect (“außerordentliche Kündigung seitens des Zertifikatshalters mit sofortiger Wirkung”)**. Licensee may terminate this Agreement for cause with immediate effect. A cause may especially be assumed in the event that Licensee cannot, under the circumstances of the specific case and weighing the interests of both Parties, reasonably be expected to continue the contractual relationship until the end of the Term pursuant to Section 17.1 above or the end of the notice period pursuant to Section 17.5 above. A cause may also especially be assumed in the event that:
- 17.7.1. Licensee is not willing to accept the relevant new or revised version of the Certification Requirements pursuant to Section 6.2;
- 17.7.2. Licensee is not willing to accept the changes to this Agreement pursuant to Section 21.5;
- 17.7.3. FSC GD assigns this Agreement and its rights and obligations to a member of the FSC Group as set out in Section 18.1.
- 17.8. **Notice of Termination.** Upon termination decision pursuant to Sections 17.5 and 17.6, the terminating Party shall inform the terminated Party by issuing a termination notice in text form within the meaning of § 126b BGB (German Civil Code). Both Parties agree that in the event of termination pursuant to Section 17.6, the termination notice shall be effective by delivering it electronically to the email address provided by Licensee in the FSC Certification Portal according to Section 13.5. For the avoidance of doubt, alternative delivery options are not excluded.
- 17.9. **Effect of Termination.** Upon termination of this Agreement however caused, but without prejudice to the other rights held pursuant to this Agreement or applicable law, Licensee shall stop and shall ensure that Sublicensees also stops using the Licensed Materials with immediate effect. This includes, for the avoidance of doubt, on-product labelling on FSC-Certified Products, the promotion of FSC-Certified Products and the promotion of Licensee’s FSC Certification. Existing public materials, such as websites, posts on social media, signs, posters, etc. shall be removed within ten (10) calendar days.
- 17.10. In case Licensee decides to terminate this Agreement within the first year following the Effective Date or before the first surveillance audit conducted by the Certification Body has taken place, Licensee shall provide the FSC Group with Transaction Verification Data and allow Inspections, and shall ensure that the Sublicensee also commits to such obligations.
- 17.11. After termination of this Agreement, the status of Licensee’s certification will be changed to ‘terminated’ or ‘terminated and Blocked’ in the FSC Certification Database.
- 17.12. **Liquidation period.** Except for Section 17.6, in case of termination or expiration of the Agreement a liquidation period of six (6) months shall be granted to Licensee and Sublicensees to liquidate inventory of FSC-Certified Products already labelled and produced or purchased prior to the date of termination or

expiration. The liquidation period shall start from the date of termination or expiration of the Agreement. In case of Section 17.5, the liquidation period starts with the receipt of the notice for termination.

### **18. Assignment & Subcontracting**

- 18.1. FSC GD shall be free to assign the Agreement and its rights and obligations to a member of the FSC Group at its sole discretion at any time by giving notice to Licensee.
- 18.2. Licensee shall not be entitled to assign this Agreement or any of its rights or obligations following from this Agreement to any Third Party without the prior written consent of FSC GD.

### **19. Jurisdiction, Law & Venue**

- 19.1. This Agreement is governed by German law with the exclusion of referral rules of the German International Private Law.
- 19.2. The Convention on Contracts for the International Sales of Goods (CISG) of the United Nations shall not apply.
- 19.3. Licensee shall strive to settle amicably through direct negotiations with FSC GD any dispute, controversy or claim arising out of or relating to this Agreement. Licensee agrees, however, that any such negotiations if reasonable shall take no longer than two (2) months of time in total starting from the date when a dispute, controversy or claim has been escalated to FSC GD. Upon expiration of the two (2) months period Licensee is entitled to start arbitration proceedings in accordance with the provisions of this Section 19.
- 19.4. All disputes arising out of or in connection with this Agreement or its validity shall be finally settled in accordance with the Arbitration Rules and the Supplementary Rules for Expedited Proceedings of the German Arbitration Institute e.V. (DIS) ([disarb.org](http://disarb.org)) without recourse to the ordinary courts of law.
- 19.5. The seat of arbitration shall be Bonn, Germany. The arbitration tribunal shall be comprised of three (3) arbitrators. The law applicable to the merits shall be the substantive law of Germany. The language of the arbitration proceedings shall be English, unless mutually agreed otherwise.
- 19.6. The foregoing Sections 19.3 to 19.5 shall not affect either Party's right to seek a preliminary injunction, interim relief or other provisional measure before the ordinary competent courts as is considered appropriate. For such provisional measures, the Courts of Cologne, Germany, shall have exclusive jurisdiction.

### **20. Surviving Clauses**

- 20.1. The expiration or termination of the Agreement, however caused, shall not affect the obligations of the Parties under this section and Sections 4.10, 10.8.2, 10.8.3, 10.9, 12.1, 17.3.2 and 19 above.

### **21. Interpretations and Applicability of Provisions**

- 21.1. The Parties acknowledge that this Agreement shall constitute the controlling agreement with respect to the relationship between the Parties. This Agreement and the Certification Requirements shall be understood and interpreted in compatibility. Moreover, the Parties agree that they shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any provision of this Agreement. In this sense, the Parties acknowledge that, by entering into this Agreement, they do not rely on any statement, representation, guarantee or warranty that is not set out in this Agreement, even if made innocently or negligently.
- 21.2. The Preamble is an integral part of this Agreement. Headings to Sections in this Agreement are included for the purpose of ease of reference.
- 21.3. This Agreement constitutes the entire understanding between the Parties relating to the subject matter hereof and it supersedes all prior agreements, representations, writings, negotiations or understandings with respect hereto.
- 21.4. Notwithstanding Section 6.2, FSC GD reserves the right to unilaterally develop and revise parts of this Agreement to the extent the development and revisions are necessary to comply with new or modified

legal, regulatory, technical or environmental requirements. However, subject to Section 6.2, there will be no fundamental changes that impact the scope and/or the Term of this Agreement and/or the material rights and obligations arising out of this Agreement.

- 21.5. In case of non-fundamental changes, FSC GD will inform Licensee electronically via the email address provided according to Section 13.5 and provide the new version of the revised part of this Agreement at least six (6) weeks in advance of the intended effective date of the new version. Consent to the new version is deemed to have been declared by Licensee and the newly developed or revised part will become an integral part of this Agreement on the intended effective date unless Licensee expressly objects within six (6) weeks after the receipt of the new version. Licensee shall be responsible to adhere to and implement the relevant new or revised parts as soon as the new version has come into effect.
- 21.6. In case of fundamental changes, FSC GD will release a new contract for mutual signature.
- 21.7. The failure by either Party, at any time, to enforce any of the provisions of this Agreement or any right or remedy available hereunder or at law or in equity, or to exercise any option herein, shall not constitute a waiver of such provision, right, remedy or option or in any way affect the validity of this Agreement.
- 21.8. Considering the international nature of the FSC Certification Scheme, the mission of the FSC Group and the purpose and scope of this Agreement, both Parties have chosen the English language for all terms and conditions of this Agreement. Notwithstanding the foresaid, in the case that technical or legal terms in German language are used, the Parties agree that these shall have the meaning under and shall be interpreted exclusively in accordance with German law and language; the English translation of terms shall be for ease of reference only.
- 21.9. This Agreement may be executed in bilingual form. In case of inconsistencies between the versions or arguments between the Parties, the English version shall prevail. In the case that in the English version technical or legal terms are used in German language (in brackets with double quotation marks), the Parties agree that these shall have the meaning under and shall be interpreted exclusively in accordance with German law and language; the English translation of terms shall be for ease of reference only.

## 22. Severability

- 22.1. Should a provision of this Agreement or part thereof held to be invalid or unenforceable for any reason or should this Agreement contain an omission, the remaining provisions or parts thereof will continue in full force and effect without being impaired or invalidated in any way. Instead of the invalid or unenforceable provision a valid and enforceable provision is deemed to have been agreed upon which most closely approximates the intent and economic effect of the invalid or unenforceable provision. The same applies in the case of an omission.

## 23. Signature Page

- 23.1. Licensee accepts with the signature below via DocuSign the terms and conditions of this Agreement. This Agreement becomes effective by the time FSC GD countersigns it also via DocuSign and makes it accessible on the FSC Certification Portal.

07. März 2024

Date

DocuSigned by:  
*Maciej Komornik*  
063C1C0668354E0...

For FSC GD

Maciej Komornik

06 March 2024

Date

DocuSigned by:  
*Joana Rios de Amorim*  
43941A3BDCB947A...

For Licensee

Joana Rios de Amorim

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Name of the legal representative

---

Name of the legal representative

## Annex 1: FSC Licensed Materials

FSC Trademarks and Brandmarks		
	Forest Stewardship Council®  FSC®	

Language variations		
Chinese (simplified)  	French  	Indonesian  
German  	Spanish  	Turkish  
Portuguese  	Russian  	Vietnamese  
Italian  	Japanese  	Korean  
Polish  	Ukrainian  	

- i. An FSC trademark/brandmark shall be directly accompanied by the symbol ® or TM (superscript) or no symbol, as appropriate, corresponding to the registration status of that FSC trademark in a country in which the products and/or promotional material are intended to be distributed.
- ii. Current and/or updated list of licensed materials with corresponding trademark symbols is found at [marketingtoolkit.fsc.org](http://marketingtoolkit.fsc.org) and [trademarkportal.fsc.org](http://trademarkportal.fsc.org)



## Annex 2: Overview of the Certification Requirements

This document provides an overview of normative documents that are applicable to the different types of FSC certification (FM, CoC, CW) and scope (reclaimed or controlled materials). The document helps certificate holders understand the requirements they have to comply with\*.

### THE DOCUMENT IS SEPARATED INTO THE FOLLOWING FOUR SECTIONS:

If you are FM or FM/CoC certified, please refer to the following section:

If you are CW-FM certified, please refer to the following section:

If you are CoC certified, please refer to the following section:

If you hold a Project certification, please refer to the following section:

FM:	Forest Management
<u>CW-FM:</u>	<u>Controlled Wood for Forest Management</u>
<u>CoC:</u>	<u>Chain of Custody</u>
<u>Project - CoC:</u>	<u>Project certification</u>

### STRUCTURE OF INDIVIDUAL SECTIONS

Each section refers to a set of normative documents that are grouped thematically.

Each section also differentiates between normative documents that are applicable to all organizations (marked in the color of the section, e.g. FSC-STD-40-004 for CoC) and those that are 'optional' (marked in grey, e.g. additional requirements when certified as a group member for FM), depending on your scope of certification.

### HOW YOU CAN ACCESS NORMATIVE DOCUMENTS


When you click on the link of the document title you will in most cases directly access the most recent current version of the document in the FSC [Document Centre](#). Where both the most recent version of a normative document and the older version are still valid for certification during the transition period a notification will appear. You should contact your certification body to clarify which version of the document is applicable in this case.

In the case of National Forest Stewardship Standards or Controlled Wood Risk Assessments you will need to search for the respective country to find the applicable standard.

*\*This document is an annex 2 to the License Agreement for the FSC Certification Scheme.*

**ANNEX 2 / A: FOREST MANAGEMENT**

Updated: 28/07/2023

 <b>Document identification</b>			<b>FM</b>		
<b>Cluster</b>	<b>Code</b>	<b>Title</b>	<b>ALWAYS APPLICABLE</b>	<b>OPTIONAL: Additional requirements when certified as a group member</b>	<b>OPTIONAL: Additional requirements when certified for Ecosystem Services impact claims</b>
<b>MAIN STANDARD</b>					
Forest Management	Various	<a href="#">National Forest Stewardship Standard</a>	X		
<b>GENERAL (NOT FM RELATED)</b>					
Disputes Management	FSC-POL-01-004	<a href="#">Policy for Association</a>	X		
Normative Framework & Processes	FSC-POL-01-007	<a href="#">Policy to Address Conversion</a>	X		
Normative Framework & Processes	FSC-POL-20-005	<a href="#">Annual Administration Fee (AAF)</a>	X		
Normative Framework & Processes	FSC-PRO-01-004	<a href="#">FSC Remedy Framework</a>	X		
Normative Framework & Processes	FSC-PRO-01-007	<a href="#">FSC Remedy Framework</a>	X		
Normative Framework & Processes	FSC-PRO-01-017	<a href="#">Participation of external observers in on-site FSC certification audits and / or ASI accreditation assessments</a>	X		
Disputes Management	FSC-PRO-10-004	<a href="#">Disclosure Requirements for Association with FSC</a>	X		

Normative Framework & Processes	FSC-PRO-20-003	<u>Transfer of FSC Certificates and License Agreements</u>	X		
<b>SCOPE OF CERTIFICATION</b>					
Forest Management	FSC-POL-20-003	<u>FSC Policy on the excision of areas from the scope of certification</u>	X		
<b>PESTICIDES USE</b>					
Forest Management	FSC-POL-30-001	<u>FSC Pesticides Policy</u>	X		
Forest Management	FSC-POL-30-001a	<u>FSC Lists of highly hazardous pesticides</u>	X		
Forest Management	FSC-PRO-30-001a	<u>List of approved derogations for use of 'highly hazardous' pesticides</u>	X		
<b>TRANSACTION VERIFICATION &amp; FALSE CLAIMS</b>					
Markets & Supply Chains	FSC-PRO-10-201	<u>Transaction Verification Procedure</u>	X		
Forest Management	FSC-ADV-60-004	<u>Advice note on Transaction Verification for FM/CoC certificate holders</u>	X		
Markets & Supply Chains	FSC-PRO-10-003	<u>Calculating financial penalty/compensation fee and processing evidence for blocked organizations</u>	X		
<b>TRADEMARK USE</b>					
Markets & Supply Chains	FSC-STD-50-001	<u>Requirements for use of the use of the FSC trademarks by certificate holders</u>	X	X	
<b>DIRECTIVES</b>					
Forest Management	FSC-ADV-20-007-22	<u>Advice note on requirements for certificate holders introduced by the Policy to Address conversion and M37/2021 based on FSC Directive on Forest Management Evaluations (FSC-DIR-20-007)</u>	X		
Forest Management	FSC-ADV-20-007-23	<u>Advice Note on the maximum threshold for a very limited portion of conversion based on FSC Directive on Forest Management Evaluations (FSC-DIR-20-007)</u>	X		
<b>OPTIONAL</b>					
Social Stakeholders	FSC-STD-30-005	<u>Forest Management Groups</u>		X	
Forest Management	FSC-PRO-30-006	<u>Ecosystem Services Procedure: Impact Demonstration and Market Tools</u>			X

Social Stakeholders	FSC-PRO-30-011	<u>Continuous Improvement Procedure</u>		X	
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**ANNEX 2 / B: FOREST MANAGEMENT**


Updated: 28/07/2023

 Document identification			CW-FM	
Cluster	Code	Title	ALWAYS APPLICABLE	OPTIONAL : Additional requirements when certified as a group member
<b>MAIN STANDARD</b>				
Controlled Wood	FSC-STD-30-010	<a href="#">FSC Controlled Wood standard for Forest Management Enterprises</a>	X	
<b>GENERAL (NOT CW-FM RELATED)</b>				
Disputes Management	FSC-POL-01-004	<a href="#">Policy for Association</a>	X	
Normative Framework & Processes	FSC-POL-01-007	<a href="#">Policy to Address Conversion</a>	X	
Normative Framework & Processes	FSC-POL-20-005	<a href="#">Annual Administration Fee (AAF)</a>	X	
Normative Framework & Processes	FSC-PRO-01-004	<a href="#">FSC Remedy Framework</a>	X	
Normative Framework & Processes	FSC-PRO-01-007	<a href="#">FSC Remedy Framework</a>	X	
Normative Framework & Processes	FSC-PRO-01-017	<a href="#">Participation of external observers in on-site FSC certification audits and / or ASI accreditation assessments</a>	X	
Disputes Management	FSC-PRO-10-004	<a href="#">Disclosure Requirements for Association with FSC</a>	X	
Normative Framework & Processes	FSC-PRO-20-003	<a href="#">Transfer of FSC Certificates and License Agreements</a>	X	
<b>TRANSACTION VERIFICATION &amp; FALSE CLAIMS</b>				
Markets & Supply Chains	FSC-PRO-10-201	<a href="#">Transaction Verification Procedure</a>	X	
Markets & Supply Chains	FSC-PRO-10-003	<a href="#">Calculating financial penalty/compensation fee and processing evidence for blocked organizations</a>	X	
<b>TRADEMARK USE</b>				

Markets & Supply Chains	FSC-STD-50-001	<u>Requirements for use of the use of the FSC trademarks by certificate holders</u>	<u>X</u>	<u>X</u>
<b>WINDTHROW</b>				
Controlled Wood	FSC-ADV-20-008	<u>Controlled wood and windthrow</u>	<u>X</u>	
<b>LEGAL COMPLIANCE</b>				
Forest Management	FSC-ADV-30-010-01	<u>Applicable National and Local Laws and Regulations for Controlled Wood for Forest Management Enterprises</u>	<u>X</u>	
<b>DIRECTIVES</b>				
Forest Management	FSC-ADV-20-007-23	<u>Advice Note on the maximum threshold for a very limited portion of conversion based on FSC Directive on Forest Management Evaluations (FSC-DIR-20-007)</u>	<u>X</u>	
<b>OPTIONAL</b>				
Social Stakeholders	FSC-STD-30-005	<u>Forest Management Groups</u>		<u>X</u>

**ANNEX 2 / C: CHAIN OF CUSTODY**

Updated: 28/07/2023


 <b>Document identification</b>			<b>CoC</b>			
<b>Cluster</b>	<b>Code</b>	<b>Title</b>	<b>ALWAYS APPLICABLE</b>	<b>OPTIONAL: Additional requirements when certified as a group member/ multisite CH</b>	<b>OPTIONAL: Additional requirements when sourcing FSC CW</b>	<b>OPTIONAL: Additional requirements when sourcing reclaimed material</b>
<b>MAIN STANDARD</b>						
Markets & Supply Chains	FSC-STD-40-004	<u>Chain of Custody certification</u>	X			
<b>GENERAL (NOT COC RELATED)</b>						
Disputes Management	FSC-POL-01-004	<u>Policy for Association</u>	X			
Normative Framework & Processes	FSC-POL-01-007	<u>Policy to Address Conversion</u>	X			
Normative Framework & Processes	FSC-POL-20-005	<u>Annual Administration Fee (AAF)</u>	X			
Normative Framework & Processes	FSC-PRO-01-004	<u>FSC Remedy Framework</u>	X			
Normative Framework & Processes	FSC-PRO-01-007	<u>FSC Remedy Framework</u>	X			
Normative Framework & Processes	FSC-PRO-01-017	<u>Participation of external observers in on-site FSC certification audits and / or ASI accreditation assessments</u>	X			
Disputes Management	FSC-PRO-10-004	<u>Disclosure Requirements for Association with FSC</u>	X			
Normative Framework & Processes	FSC-PRO-20-003	<u>Transfer of FSC Certificates and License Agreements</u>	X			
<b>PRODUCT CLASSIFICATION</b>						
Markets & Supply Chains	FSC-STD-40-004a	<u>FSC Product Classification</u>	X			



TRANSACTION VERIFICATION & FALSE CLAIMS						
Markets & Supply Chains	FSC-PRO-10-201	<u>Transaction Verification Procedure</u>	<input checked="" type="checkbox"/>			
Markets & Supply Chains	FSC-PRO-10-003	<u>Calculating financial penalty/compensation fee and processing evidence for blocked organizations</u>	<input checked="" type="checkbox"/>			
TRADEMARK USE						
Markets & Supply Chains	FSC-STD-50-001	<u>Requirements for use of the use of the FSC trademarks by certificate holders</u>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
Markets & Supply Chains	FSC-ADV-50-006	<u>Requirements for use of the FSC trademarks by project certificate holders</u>				
WINDTHROW						
Controlled Wood	FSC-ADV-20-008	<u>Controlled wood and windthrow</u>			<input checked="" type="checkbox"/>	
DIRECTIVES						
Markets & Supply Chains	FSC-DIR-40-004	<u>FSC Directive on Chain of Custody Certification</u>	<input checked="" type="checkbox"/>			
Controlled Wood	FSC-DIR-40-005	<u>FSC Directive on FSC Controlled Wood</u>			<input checked="" type="checkbox"/>	
OPTIONAL						
Markets & Supply Chains	FSC-STD-40-003	<u>Chain of Custody Certification of Multiple Sites</u>		<input checked="" type="checkbox"/>		
Markets & Supply Chains	FSC-PRO-40-003a	<u>List of approved National Group Chain of Custody Eligibility Criteria</u>		<input checked="" type="checkbox"/>		
Controlled Wood	FSC-STD-40-005	<u>Requirements for Sourcing FSC Controlled Wood</u>			<input checked="" type="checkbox"/>	
Controlled Wood	Various	<u>Controlled Wood (Centralized) National Risk Assessment</u>			<input checked="" type="checkbox"/>	
Markets & Supply Chains	FSC-STD-40-007	<u>Sourcing reclaimed material for use in FSC Product Groups or FSC Certified Projects</u>				<input checked="" type="checkbox"/>
Controlled Wood	FSC-PRO-60-002a	<u>FSC National Risk Assessment Framework</u>			<input checked="" type="checkbox"/>	

**ANNEX 2 / D: PROJECT CERTIFICATION**

Updated: 28/07/2023

 <b>Document identification</b>			<b>Project</b>			
<b>Cluster</b>	<b>Code</b>	<b>Title</b>	<b>ALWAYS APPLICABLE</b>	<b>OPTIONAL: Additional requirements when certified as a group member/multisite CH</b>	<b>OPTIONAL: Additional requirements when sourcing FSC CW</b>	<b>OPTIONAL: Additional requirements when sourcing reclaimed material</b>
<b>MAIN STANDARD</b>						
Markets & Supply Chains	FSC-STD-40-006	<a href="#">FSC Standard for Project Certification</a>	X			
<b>GENERAL (NOT PROJECT-COC RELATED)</b>						
Disputes Management	FSC-POL-01-004	<a href="#">Policy for Association</a>	X			
Normative Framework & Processes	FSC-POL-01-007	<a href="#">Policy to Address Conversion</a>	X			
Normative Framework & Processes	FSC-POL-20-005	<a href="#">Annual Administration Fee (AAF)</a>	X			
Normative Framework & Processes	FSC-PRO-01-004	<a href="#">FSC Remedy Framework</a>	X			
Normative Framework & Processes	FSC-PRO-01-007	<a href="#">FSC Remedy Framework</a>	X			
Normative Framework & Processes	FSC-PRO-01-017	<a href="#">Participation of external observers in on-site FSC certification audits and / or ASI accreditation assessments</a>	X			
Disputes Management	FSC-PRO-10-004	<a href="#">Disclosure Requirements for Association with FSC</a>	X			
Normative Framework & Processes	FSC-PRO-20-003	<a href="#">Transfer of FSC Certificates and License Agreements</a>	X			
<b>PRODUCT CLASSIFICATION</b>						

Markets & Supply Chains	FSC-STD-40- 004a	<u>FSC Product Classification</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>TRANSACTION VERIFICATION &amp; FALSE CLAIMS</b>						
Markets & Supply Chains	FSC-PRO-10- 201	<u>Transaction Verification Procedure</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Markets & Supply Chains	FSC-PRO-10- 003	<u>Calculating financial penalty/compensation fee and processing evidence for blocked organizations</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>TRADEMARK USE</b>						
Markets & Supply Chains	FSC-ADV-50-006	<u>Requirements for use of the FSC trademarks by project certificate holders</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>WINDTHROW</b>						
Controlled Wood	FSC-ADV-20-008	<u>Controlled wood and windthrow</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>DIRECTIVES</b>						
Controlled Wood	FSC-DIR-40-005	<u>FSC Directive on FSC Controlled Wood</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Markets & Supply Chains	FSC-DIR-40-006	<u>FSC Directive on Project Certification</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>OPTIONAL</b>						
Markets & Supply Chains	FSC-STD-40-003	<u>Chain of Custody Certification of Multiple Sites</u>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Markets & Supply Chains	FSC-PRO-40- 003a	<u>List of approved National Group Chain of Custody Eligibility Criteria</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Controlled Wood	FSC-STD-40-005	<u>Requirements for Sourcing FSC Controlled Wood</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Controlled Wood	FSC---	<u>Controlled Wood (Centralized) National Risk Assessment</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Markets & Supply Chains	FSC-STD-40-007	<u>Sourcing reclaimed material for use in FSC Product Groups or FSC Certified Projects</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Annex 3: FSC-POL-01-004 Policy for the Association of Organizations with FSC (V2-0) and (V3-0)**



Forest Stewardship Council

## FSC POLICY

### Policy for the Association of Organizations with FSC

FSC-POL-01-004 V2-0 EN



**Title:** Policy for the Association of Organizations with FSC

**Document reference code:** FSC-POL-01-004 V2-0 EN

**Scope:** International

**Approval:** Part I: July 2009  
Part II: September 2011

**Contact:** FSC Directors Office

**E-mail for comments:** [fsc@fsc.org](mailto:fsc@fsc.org)

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The Forest Stewardship Council® (FSC) is an independent, not for profit, non-government organization established to promote environmentally appropriate, socially beneficial, and economically viable management of the world's forests.

FSC's vision is that the world's forests meet the social, ecological, and economic rights and needs of the present generation without compromising those of future generations.

## CONTENTS

- A Scope
- B Effective date
- C References
- D Terms and definitions

Part 1 Policy Elements

Part 2 Policy Implementation

## Introduction

FSC's mission is to promote the environmentally appropriate, socially beneficial and economically viable management of the world's forests. It is increasingly recognized that association between FSC and organizations that are involved in unacceptable forest-related activities is harmful to FSC's reputation and ultimately to its ability to deliver on its mission. In order to address this concern, in March 2007 the FSC Board of Directors mandated the FSC International Center to develop criteria for the association of third parties with FSC.

Through this policy FSC expects to be able to identify organizations not committed to the basic fundamentals of responsible forest management and prevent them from misusing their association with FSC.

It is especially relevant, but not limited to, the granting and maintenance of FSC trademark licenses and FSC certificates to organizations associated with FSC through forest management, chain of custody and/or controlled wood FSC certification.

Please send any comments or suggestions regarding this document to:

FSC International Center  
– Directors Office –

Charles-de-Gaulle Str. 5  
53113 Bonn, Germany

Phone: +49-228-367-66-0

Fax: +49-228-367-66-30

E-Mail: [fsc@fsc.org](mailto:fsc@fsc.org)

## **A Scope**

This Policy provides FSC's position on unacceptable activities of organizations which are or would like to be associated with FSC and the mechanism for disassociation.

## **B Effective date**

Effective upon approval.

## **C References**

The following referenced documents are indispensable for the application of this document. For undated references, the latest edition of the referenced document (including any amendments) applies.

*FSC-STD-01-005 V1-0 EN FSC Dispute Resolution System*

*FSC-PRO-01-009 Processing Formal Complaints in the FSC Certification Scheme*

*FSC-PRO-10-004 Due diligence evaluation for the association with FSC*

*FSC-GUI-01-004 Guideline for Panels evaluating complaints against the Policy for Association*

## **D Terms and definitions**

For the purposes of this Policy, the terms and definitions given in *FSC-STD-01-002 FSC Glossary of Terms* and the following apply:

### **Association**

An association with FSC is formally established through any of the following relationships:

- FSC membership
- Contractual relationship through:
  - o FSC accreditation agreement,
  - o FSC license agreement,
  - o FSC cooperation agreement,
  - o FSC partnership agreement.

### **Destruction of high conservation values**

Significant damage of the attributes that constitute high conservation values in a way that they no longer exist or cannot be repaired.

### **Forest Conversion**

Rapid or gradual removal of natural forest, semi-natural forest or other wooded ecosystems such as woodlands and savannahs to meet other land needs, such as plantations (e.g. pulp wood, oil palm or coffee), agriculture, pasture, urban settlements, industry or mining. This process is usually irreversible.

### **Significant conversion**

Conversion is considered significant in any case of:

- o Conversion of High Conservation Value Forests
- o Conversion of more than 10% of the forest areas under the organization's responsibility in the past 5 years



- Conversion of more than 10,000 ha of forests under the organization's responsibility in the past 5 years

NOTE: Failure of the 10,000 ha threshold does not lead to disassociation *per se*, but will lead to a case by case investigation by an independent Complaints Panel. In judging the case, the Panel will take into account the local circumstances, the scale of the operation and plans for continued conversion.

NOTE: For the purposes of this policy, the establishment of ancillary infrastructure necessary to implement the objectives of responsible forest management (forest roads, skid trails, log landings, etc) is not considered conversion.

## Human rights

Rights as established by the Universal Declaration of Human Rights of the United Nations.  
<http://www.un.org/en/documents/udhr/>

## Illegal Logging

Harvesting of timber in violation of any laws applicable in that location or jurisdiction including, but not limited to, laws related to the acquisition of harvesting rights from the rightful owner, the harvesting methods used and the payment of all relevant fees and royalties.

## ILO Declaration on Fundamental Principles and Rights at Work

Adopted in 1998, the Declaration commits Member States to respect and promote principles and rights in four categories, whether or not they have ratified the relevant Conventions. These categories are: freedom of association and the effective recognition of the right to collective bargaining, the elimination of forced or compulsory labor, the abolition of child labour and the elimination of discrimination in respect of employment and occupation. For more information, please access: <http://www.ilo.org/declaration>

## Involvement

**Direct involvement:** Situations in which the associated organization or individual is first-hand responsible for the unacceptable activities.

**Indirect involvement:** Situations in which the associated organization or individual, with a minimum ownership or voting power of 51%, is involved as a parent or sister company, subsidiary, shareholder or Board of Directors to an organization directly involved in unacceptable activities. Indirect involvement also includes activities performed by subcontractors when acting on behalf of the associated organization or individual.

## Traditional rights

Rights which result from a long series of habitual or customary actions, constantly repeated, which have, by such repetition and by uninterrupted acquiescence, acquired the force of a law within a geographical or sociological unit. Also known as customary rights (FSC Principles and Criteria). It also encompasses the rights of Indigenous and Tribal Peoples as established by the ILO Convention 169.

## **PART I - POLICY ELEMENTS**

*Approved by the FSC Board of Directors at its 51st Meeting, July 2009*

- 1 FSC will only allow its association with organizations that are not directly or indirectly involved in the following unacceptable activities:
  - a) Illegal logging or the trade in illegal wood or forest products
  - b) Violation of traditional and human rights in forestry operations
  - c) Destruction of high conservation values in forestry operations
  - d) Significant conversion of forests to plantations or non-forest use
  - e) Introduction of genetically modified organisms in forestry operations
  - f) Violation of any of the ILO Core Conventions<sup>1</sup>

<sup>1</sup> *As defined in the ILO Declaration on Fundamental Principles and Rights at Work.*

## **PART II - POLICY IMPLEMENTATION**

### **2 Due Diligence**

- 2.1 Before entering into an association with an organization or individual, FSC shall conduct a due diligence evaluation according to FSC-PRO-10-004 to evaluate the existence of objective evidence that an organization is directly or indirectly involved in any of the unacceptable activities as listed in Part I Clause 1.
- 2.2 FSC shall only enter into an association with organizations or individuals that have passed the due diligence evaluation.

### **3 Investigations of allegations**

- 3.1 Any stakeholder, including FSC, can file a formal complaint against an organization or individual that is suspected to be involved in any of the unacceptable activities as listed in Part I Clause 1.
- 3.2 Complaints shall be filed and processed in line with the requirements and regulations of the FSC Dispute Resolution System.

### **4 Disassociation**

- 4.1 A decision to disassociate from FSC shall only be taken by the FSC Board of Directors.
- 4.2 Following the decision to disassociate, actions to terminate the contractual relationships with the organization or individual should be taken within a period of thirty (30) days.
- 4.3 The decision to disassociate cannot be appealed.
- 4.4 Together with the decision to disassociate, the FSC Board of Directors may specify a timeline and conditions for renewal of the association with FSC.



Policy

# POLICY FOR ASSOCIATION

FSC-POL-01-004 V3-0



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<b><u>Title:</u></b>	<u>Policy For Association</u>
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<b><u>Dates:</u></b>	<b><u>Approval date:</u></b> <u>26 August 2022</u>
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### **Version control**

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**Publication date:** 4 October 2022

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**Effective date:** 1 January 2023

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<b><u>Version</u></b>	<b><u>Description</u></b>	<b><u>Date</u></b>
<b><u>V1-0</u></b>	<u>The FSC Board of Directors approved the essential elements of <i>Policy for Association</i> in July 2009 – the six unacceptable activities in which organizations wishing to <i>associate*</i> with FSC could not be directly or indirectly involved in (see Part I) – but recognized that further work was needed to describe the policy implementation process in more detail.</u>	<u>02/07/2009</u>
<b><u>V2-0</u></b>	<u>The FSC Board of Directors approved the policy implementation details (see Part II) in September 2011.</u>	<u>01/09/2011</u>
<b><u>V3-0</u></b>	<u>This version introduces definitions of <i>control*</i> and <i>corporate group*</i> to redefine the scope of application as well as requirements for disclosure for risk-based screenings. It aligns policy with an existing interpretation concerning research in genetic engineering and the latest thinking in FSC's position on conversion.</u>	<u>01/01/2023</u>

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## Introduction

Forests sustain life on earth and must be protected. That's why FSC exists: to provide a sustainable forest management solution that is trusted by NGOs, consumers, and businesses alike to protect healthy and resilient forests, for all, forever. We bring together experts from the environmental, economic and social spheres to promote the responsible management of the world's forests. The *Policy for Association* is an expression of the values shared by individuals and organizations *associated\** with FSC. It defines six unacceptable activities that *associated\** individuals and organizations and their *corporate group\** commit to avoid in both certified and non-certified operations.

The *Policy for Association* serves as a risk management tool for FSC, protecting the credibility and reputation of the FSC brand and organizations *associated\** with it. It applies to entire *corporate groups\** even if only a limited part of a group has an active relationship with FSC. The policy extends the reach of FSC core values to also those organizations in the *corporate group\** that are not themselves active within the certification system. This scope of the policy is a means to avoid any confusion or use of FSC's name in relation to activities that violate FSC's core principles and that could compromise FSC's ability to deliver on its mission. The policy also allows for requiring improvements and remedy as well as the termination of all contractual ties with an individual or organization found to be in violation of the policy.

## Policy implementation

To protect FSC's reputation and to remedy harm caused by unacceptable activities, FSC will assess multiple options, from mediation to investigation, sanctions and conditions-setting, to improve the performance of individuals and organizations *associated\** with FSC. The measures and consequences depend on the gravity of the violation. Stakeholders should engage in all reasonable efforts to address concerns before presenting a *Policy for Association* complaint.

*Allegations\** of violations of the *Policy for Association* against *associated\** individuals and organizations are accepted and evaluated by FSC upon presentation of *substantial information\** that the *associated\** individual or organization or its *corporate group\** has violated the policy.

To implement the *Policy for Association*, two procedural documents are used:

- 1) An individual or organization seeking to *associate\** with FSC must undergo a screening process and disclose information, in accordance with FSC-PRO-10-004 *Disclosure Requirements for Association with FSC*.
- 2) If a potential violation of this policy is brought to the attention of FSC, then FSC-PRO-01-009 *Processing FSC Policy for Association Complaints* is applied.

## Objective

The objective of the *Policy for Association* is to outline and define unacceptable activities that severely impact forests and people on-the-ground and that pose reputational risks if *associated\** with FSC. The policy defines consequences of engaging in them for organizations and individuals that are or seek to be *associated\** with FSC. The policy determines which organizations and individuals can or cannot be *associated\** with FSC.

## Scope

The *Policy for Association* applies to all *associated\** individuals, organizations, and their *corporate groups\** and to those seeking *association\** with FSC.

The policy states six unacceptable activities (see Part I: Policy elements) that *associated\** individuals, organizations and their *corporate groups\** must commit to avoid and defines the consequences of a violation to this policy (see Part II: Policy implementation).

This policy applies to situations where the unacceptable activity is occurring or has occurred. Intent to engage in an unacceptable activity is not sufficient grounds to trigger an investigation or complaint. However, intent to engage in an unacceptable activity may trigger other, proactive measures by FSC, including information-gathering and monitoring, to help ensure that the unacceptable activity does not occur in the future.

In the spirit of the FSC system, disputes should always be addressed at the lowest level possible, and stakeholders are encouraged to follow this principle. Complaints related to a violation of the *Policy for Association* that overlap with an organization's conformance with its certification requirements should therefore first be addressed with the respective certification body through its established complaints procedure.

The timeframe for how far back a violation is considered relevant is handled on a case-by-case basis, unless specified in this policy, using conditions such as, but not limited to: i) whether there is lingering harm; ii) the scale and impact of the harm done; iii) the level of action already taken to remedy past harm; iv) whether there is demonstrable systemic change to prevent the re-occurrence of the unacceptable activity.

This policy version 3-0 will be applicable from its effective date. The previous version 2-0 of the policy remains effective for violations that occurred before the effective date of the version 3-0.

## References

The following referenced documents are essential for the application of this document. For undated references, the latest edition of the referenced document (including any amendments) applies.

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<b><u>FSC-PRO-01-009</u></b>	<u><i>Processing FSC Policy for Association Complaints</i></u>
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<b><u>FSC-PRO-10-004</u></b>	<u><i>Disclosure Requirements for Association with FSC</i></u>
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<b><u>FSC-PRO-01-004</u></b>	<u><i>FSC Remedy Framework</i></u>
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<b><u>FSC-STD-01-002</u></b>	<u><i>FSC Glossary of Terms</i></u>
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	<u><i>FSC Statutes</i></u>
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## Part I: Policy elements

1. FSC aims to *associate\** with individuals and organizations aligned with the FSC mission and values and will not allow an *association\** if the individual, organization or its *corporate group\** is or has been engaged in the following unacceptable activities:
  - a) *Illegal harvesting or illegal trade\** in forest products\*
  - b) Violation of *customary\** or *human rights\** within the forestry or *forest products sector\**
  - c) Violation of *workers' rights\** and principles defined in the International Labour Organization (ILO) Declaration on Fundamental Principles and Rights at Work within the forestry or *forest products sector\**
  - d) *Destruction of High Conservation Values\** (HCVs) in forests or *High Conservation Value areas\**
  - e) *Conversion of natural forest cover\**
  - f) Use of *genetically modified\** organisms in forestry operations for any other purposes than research<sup>1</sup>.

NOTE: See Annex 1 for criteria defining a *corporate group\** and Annex 2 for further considerations on circumstances where an *associated\** individual or organization has engaged in an unacceptable activity.

## Part II: Policy implementation

### 2. Due diligence and disclosure

- 2.1. An *associated\** individual or organization shall ensure that they and their *corporate group\** have policies and procedures in place to avoid any engagement in relevant unacceptable activities stipulated in Part I. Existence of such policies is not verified by FSC prior to *association\**. In case of complaint, a lack of sufficient *due diligence\** to avoid risk of violation of the *Policy for Association* will be taken into consideration.
- 2.2. FSC will only enter into, or maintain, an *association\** with an individual or organization that conforms to the disclosure requirements of FSC-PRO-10-004 *Disclosure Requirements for Association with FSC*.

### 3. Evaluating allegations

- 3.1. Any stakeholder can submit a complaint if there is *substantial information\** that an *associated\** individual or organization or its *corporate group\** is suspected of a violation of this policy. Complaints are processed according to FSC-PRO-01-009 *Processing FSC Policy for Association Complaints*.

### 4. Consequences of a violation of this policy

- 4.1. An *associated\** individual or organization found to be in violation of this policy will, together with its *corporate group\**, face one of two consequences, as further elaborated in FSC-PRO-01-009:

<sup>1</sup> Research, as defined by INT-POL-01-004-01, is understood as activities that a) have a clear investigative purpose (i.e., test a hypothesis), b) are carried out on a limited scale and with defined timelines that are compatible to the scope of research, and c) are conducted following all related legal requirements, including safeguards, and permits.



- a. Maintaining *association*\* with time-bound conditions that must be met to remain *associated*\* with FSC. The *associated*\* individual or organization must agree to meet these conditions. Failure to implement them within the agreed timelines will be grounds for *disassociation*\*.
- b. *Disassociation*\* from FSC, with main pre-conditions to be fulfilled before considering a process for ending *disassociation*\*.

NOTE: See FSC-PRO-01-009 *Processing FSC Policy for Association Complaints* for a list of the factors considered in determining the consequences of a violation, as well as the types of conditions that must be met for maintaining *association*\* or ending *disassociation*\*. See also the *FSC Statutes* for the process for destitution of a member.

- 4.2. An organization or individual applying for *association*\* that has been found to be in violation of this policy, shall not be granted *association*\* with FSC.

## **5. Ending disassociation and applying for association after confirmed violation**

- 5.1 A *disassociated*\* or rejected individual or organization interested in *associating*\* with FSC shall enter into a remedy process.
- 5.2 Individual or organization-specific requirements shall be developed by an independent third-party based on general requirements defined in FSC-PRO-01-004 *FSC Remedy Framework*. The requirements constitute a plan of how to remedy, correct and prevent reoccurrence of previously identified violations. They may also consider activities that were not included in the original complaint if they might be in violation of the *Policy for Association* and are considered necessary to include for trust-building reasons. See *FSC Remedy Framework* and FSC-PRO-01-009 *Processing FSC Policy for Association Complaints* for more information on the process.
- 5.3 Upon fulfilling the defined conditions, and FSC ending the *disassociation*\*, the individual or organization may apply to *associate*\* with FSC as a member and/or an FSC license agreement holder.

## Annex 1: Corporate group

The *Policy for Association* applies to *associated\** individuals and organizations and to the *corporate group\** they belong to.

**Table 1: Definition and factors used to determine *corporate group\**<sup>2</sup>**

<b><u>Definition of <i>corporate group*</i>:</u></b>	<b><u>Factors that are used to determine whether a company is part of a broader <i>corporate group*</i> include:</u></b>
<p>The totality of legal entities to which an <i>associated*</i> organization is affiliated in a corporate relationship in which either party <i>controls*</i> the performance of the other (e.g. parent or sister company, subsidiary, joint venture, etc.).</p> <p><u><i>Control*</i> in this regard means the possession of power to direct, restrict, regulate, govern, or administer the performance of the other company through authority, rights, contract, or other means.</u></p> <p><u>NOTE: <i>Control*</i> may exist irrespective of the percentage share of ownership; however, it is deemed to exist (unless evidence points to the contrary) when an organization or individual owns more than 50 percent share interest in another legal entity.</u></p>	<p><b><u>Formality of relationship:</u></b> Is there formal ownership, such as through an investment holding structure?</p> <p><b><u>Declared as a group:</u></b> Has the group publicly declared the companies are linked?</p> <p><b><u>Family control:</u></b> Are the companies owned or run and controlled by members of the same family?</p> <p><b><u>Financial control:</u></b> Are there contractual or other financial arrangements that indicate one party <i>controls*</i> the performance of another?</p> <p><b><u>Management control:</u></b> Is there extensive overlap in officials between companies?</p> <p><b><u>Operational control:</u></b> Are landholdings under a group's operational <i>control*</i>?</p> <p><b><u>Beneficial ownership:</u></b> Is ultimate ownership hidden in offshore companies or by use of nominees?</p> <p><b><u>Shared resources:</u></b> Do companies share a registered address, land or other physical assets, or provision of company functions or services?</p>

NOTE: The definition and factors used for determining *corporate group\** and *control\**, will be applied and evaluated on a case-by-case basis.

### **Example of managerial *control\** within a *corporate group\****

Company A holds multiple FSC certificates, and Company B does not have any FSC certificates. The owner of Company A sits on the board of Company B with voting power of 20%. The owner of Company A sets the performance benchmarks for the management of Company B. If Company B is found to have been engaged in an unacceptable activity, then an investigation would be triggered to determine whether Company A had managerial *control\** over the actions of Company B and whether they would be considered to be part of the same *corporate group\**. If yes, the unacceptable activities of Company B constitute a violation of the *Policy for Association*.

<sup>2</sup> Definition and factors adapted from the definition of "Corporate Group" by Accountability Framework Initiative (2022)

## Annex 2: Engagement in unacceptable activities

An *associated\** individual or organization and its *corporate group\** are in violation of the *Policy for Association* if they are or have been engaged in any of the unacceptable activities defined in clause 1 of Policy elements. They are considered engaged in unacceptable activities if they have *control\** over these activities. The unacceptable activities could have been performed by themselves, or by another organization they have *control\** over.

Thus, an individual or organization and its *corporate group\** can be in violation of the *Policy for Association* also through commercial relationships. This is determined by existence of *control\** over the unacceptable activities. For example, the unacceptable activities of a supplier constitute a violation of the *Policy for Association* only if the *associated\** individual or organization and its *corporate group\** had *control\** over the actions of its supplier.

### Example of *control\** in a commercial relationship

Company A has an FSC chain of custody certificate and buys timber from Company B, which is not FSC certified. Company B is a supplier to Company A, and both are separate corporate entities. Company A, however, is the sole buyer of Company B's products and the sales contract between the companies gives Company A the right to veto Company B's management plan. If Company B were found to be engaged in an unacceptable activity, then a *Policy for Association* evaluation would be triggered to determine whether Company A had *control\** over the actions of Company B. If yes, the unacceptable activities of Company B constitute a violation of the *Policy for Association*.

### Annex 3: Terms and definitions

For the purposes of this international document, the terms and definitions given in FSC-STD-01-002 *FSC Glossary of Terms* and the following apply:

**Allegation:** A statement of belief that some wrong or harm has occurred.

**Association (associated, associate, associated organization):** An association with FSC is formally established through any of the following contractual relationships: FSC membership agreement; FSC certificate holder license agreement; FSC certification body license agreement; FSC partnership agreement.

**Control:** The possession of power to direct, restrict, regulate, govern, or administer the performance of the other company through authority, rights, contract, or other means.

**Conversion of natural forest cover:** A *lasting change of natural forest cover\** induced by human activity\*. This covers gradual forest *degradation\** as well as rapid forest transformation.

- **Induced by human activity:** In contrast to drastic changes caused by natural calamities like hurricanes or volcanic eruptions. It also applies in cases of naturally ignited fires where human activities (e.g., draining of peatlands) have significantly increased the risk of fire.
- **Lasting change of *natural forest\** cover:** Permanent or long-term change of *natural forest\** cover. Temporary changes of forest cover or structure (e.g., harvesting followed by regeneration in accordance with the FSC normative framework) is not considered *conversion of natural forest cover\**.

NOTE: For the purposes of this policy, the establishment of ancillary infrastructure necessary to implement the objectives of responsible forest management (e.g., forest roads, skid trails, log landings, fire protection, etc.) is not considered conversion.

NOTE: The provisions for minimal conversion apply also in the context of *association\**.

**Corporate group:** The totality of legal entities to which an *associated\** organization is affiliated in a corporate relationship in which either party *controls\** the performance of the other (e.g., parent or sister company, subsidiary, joint venture, etc.). See also Annex 1.

**Customary rights:** Rights which result from a long series of habitual or customary actions, constantly repeated, which have, by such repetition and by uninterrupted acquiescence, acquired the force of a law within a geographical or sociological unit. (Source: FSC-STD-01-001 V5-2).

**Degradation:** Changes within a *natural forest\** or *High Conservation Value area\** that significantly and negatively affect its species composition, structure and/or function, and reduces the ecosystem's capacity to supply products, support biodiversity and/or deliver ecosystem services.

**Destruction of High Conservation Values:** Lasting change of any of the *High Conservation Values\**. This may be characterized by *significant loss of species diversity\**, habitat diversity, structural complexity, ecosystem functionality or livelihoods and cultural values. Temporary changes that do not negatively and permanently impact the values (e.g., harvesting followed by regeneration in accordance with Principle 9) are not considered a lasting change.

Explanatory notes:

For the purposes of this policy, it is not expected that the *associated\** individual or organization or its *corporate group\** will systematically conduct *HCV\** assessments to determine the existence of *HCVs\** and the threats to them. Rather, it is expected that they make use of available tools and have mitigation strategies in place for situations where potential risk to *HCVs\** exist. For tools, see for example FSC Risk Assessment Platform, *HCV Guide for Forest Managers* (FSC-GUI-30-009) and *FSC Guidelines for the Implementation of the Right to Free, Prior and Informed Consent* (FPIC) (FSC-GUI-30-003).

**Disassociation (disassociated):** The termination of all existing contractual relationships (member and license) between FSC and the *associated\** individual, organization and *corporate group\**. Disassociation also prevents entry into any new contractual relationships with FSC.

**Due diligence:** A risk management process implemented by an organization to identify, prevent, mitigate, and account for how it addresses environmental and social risks and impacts in its operations, supply chains and investments.

**Forest product:** Forest-based organic materials and products produced within a forest matrix, including wood and non-timber forest products. (Source: Adapted from definition of forest based in FSC-STD-40-004 V3-1).

**Forest products sector:** Includes all entities that trade or manufacture products from forest-based organic materials, including timber and non-timber *forest products\**. (Source: Adapted from definition of forest based in FSC-STD-40-004 V3-1).

**Genetically modified (organism):** An organism in which the genetic material has been altered in a way that does not occur naturally by mating and/or natural recombination. This policy is specific to organisms that are trees. (Based on FSC-POL-30-602). (Source: FSC-STD-01-001 V5-2).

**High Conservation Value areas:** Zones and physical spaces which possess and/or are needed for the existence and maintenance of identified *High Conservation Values\**. (Source: FSC-STD-60-004 V2-0).

**High Conservation Values (HCVs):** As defined in FSC-STD-01-001 V5-2 *FSC Principles and Criteria for Forest Stewardship*, including HCV1 species diversity, HCV2 landscape level ecosystems and mosaics, HCV3 ecosystems and habitats, HCV4 critical ecosystem services, HCV5 community needs and HCV6 cultural values.

**Human rights:** Human rights are rights that every human being has by virtue of his or her human dignity and are the sum of individual and collective rights laid down in State constitutions and international law. Human rights are manifold. Human rights include, at a minimum, rights expressed in the International Bill of Human Rights (consisting of the Universal Declaration of Human Rights and the main instruments through which it has been codified: the International Covenant on Civil and Political Rights and the International Covenant on Economic, Social and Cultural Rights), the United Nations Declaration on the Rights of Indigenous Peoples, the ILO Indigenous and Tribal Peoples Convention No. 169 and the principles concerning fundamental rights set out in the International Labour Organization's Declaration on Fundamental Principles and Rights at Work. Depending on the circumstances, organizations may need to consider additional standards and instruments.

**Illegal harvesting and/or illegal trade in forest products:** Harvesting of timber and non-timber *forest products\** in violation of any and all laws applicable in that location or jurisdiction including, but not limited to, laws related to the acquisition of harvesting rights from the rightful owner, the harvesting methods used, and the payment of all relevant fees and royalties. The term 'illegal trade' refers to both 'illegal trade in forest products' and 'legal trade in illegal forest products' and includes for example fraud, bribery and purchase or resale of illegally harvested timber'. (Source: Adapted from FSC-STD-40-005 V3-1).

**Natural forest:** A forest area with many of the principal characteristics and key elements of native ecosystems, such as complexity, structure and biological diversity, including soil characteristics, flora and fauna, in which all or almost all the trees are native species, not classified as plantations.

Natural forest includes the following categories:

- Forest affected by harvesting or other disturbances, in which trees are being or have been regenerated by a combination of natural and artificial regeneration with species typical of natural forests in that site, and where many of the above-ground and below-ground characteristics of the natural forest are still present. In boreal and north temperate forests which are naturally composed of only one or few tree species, a combination of natural and artificial regeneration to regenerate forest of the same

native species, with most of the principal characteristics and key elements of native ecosystems of that site, is not by itself considered as conversion to plantations.

- Natural forests which are maintained by traditional silvicultural practices including natural or assisted natural regeneration.
- Well-developed secondary or colonizing forest of native species which has regenerated in non-forest areas.
- The definition of natural forest may include areas described as wooded ecosystems, woodland and savanna.

Natural forest does not include land that is not dominated by trees, was previously not forest, and that does not yet contain many of the characteristics and elements of native ecosystems. Young regeneration may be considered as natural forest after some years of ecological progression.

**Significant loss of species diversity:** Loss of species is considered significant where rare species and threatened species or other locally important, keystone and/or flagship species are lost, whether in terms of numbers of individuals or in terms of number of species. This refers to both displacement and extinction.

**Substantial information:** Credible information provided by third parties and/or gathered through independent research obtained from reliable/renowned sources which constitutes a solid piece of evidence to be considered in an investigation. Substantial information may include any of the following forms so long as the evidence meets the criteria required in this definition: scientific reports, technical analysis, certification reports, corroborated news articles, official reports and/ or announcements by governmental authorities, legal analysis, Geographic Information System information (boundary coordinates, satellite change mapping), videos or footage, images, independent interviews, affidavits and declarations, meeting minutes, and corporate/organizational information.

**Workers' rights:** Rights defined in International Labour Organization (ILO) Declaration of Fundamental Principles and Rights at Work and ILO Core Conventions. The fundamental principles and rights at work include freedom of association and the effective recognition of the right to collective bargaining; the elimination of all forms of forced or compulsory labour; the effective abolition of child labour; and the elimination of discrimination in respect of employment and occupation. These fundamental rights and their implementation have been further examined for example in the ILO Tripartite Declaration of Principles Concerning Multinational Enterprises and Social Policy and for verification purposes in FSC Core Labour Requirements.

## Verbal forms for the expression of provisions

[Adapted from ISO/IEC Directives Part 2: Rules for the structure and drafting of International Standards]

“shall”: indicates requirements strictly to be followed in order to conform to the document.

“should”: indicates that among several possibilities one is recommended as particularly suitable, without mentioning or excluding others, or that a certain course of action is preferred but not necessarily required.

“may”: indicates a course of action permissible within the limits of the document.

“can”: is used for statements of possibility and capability, whether material, physical or causal.



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**Annex 4: Self-Declaration regarding FSC-POL-01-004 (Policy for the Association of Organizations with FSC)**

Licensee / Sublicensee explicitly declares that it has read, understood and will adhere to the Policy for the Association of Organizations with FSC (FSC-POL-01-004) available in Annex 3.

06 March 2024

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Date:  
DocuSigned by:  
*Joana Rios de Amorim*  
43941A3BDCB947A...

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For Licensee / Sublicensee

Joana Rios de Amorim

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Name of the legal representative



**Annex 5: FSC-ADVICE-40-004-18 (V2-0)**

<b>ADVICE-40-004-18 (V2-0)</b>	<b>Addressing false FSC claims on products/projects containing material from unacceptable sources</b>
<b>Normative references</b>	<p>FSC-PRO-10-003 V1-1</p> <p>FSC-STD-20-001, Clauses 1.2.3 i) &amp; 1.4.5 b)</p> <p>FSC-STD-20-007, Clause 8.1</p> <p>FSC-STD-20-011 V4-1, Clauses 4.1, 7.4 and 9.1</p> <p>FSC-STD-20-012, Clauses 7.1 &amp; 4.5</p> <p>FSC-STD-30-010, Clauses 1.5 &amp; 1.6</p> <p>FSC-STD-40-003 V2-1 Clause 5.1.2</p> <p>FSC-STD-40-004 V3-0 Clauses 1.1, 1.6, 2.3 and 12.3 (<i>equivalent clauses in V3-1 are 1.1, 1.8, 2.3 and 13.3</i>)</p>
<b>Approval date</b>	06 April 2020; amendment 25 October 2021
<b>Effective date</b>	From 01 January 2022 until withdrawn
<b>Scope</b>	<p>This Advice Note addresses situations where ineligible input is used in products and projects claimed, labelled and/or promoted as FSC certified or FSC Controlled Wood.</p> <p>The Advice Note primarily applies to certified organizations who have generated such a false claim and specifies the actions for them, their certification bodies (CBs), as well as for Assurance Services International (ASI) and FSC to address these false claims.</p> <p>It further applies to organizations adding new group members/sites and certificate holders/organizations outsourcing services - to prevent them from developing business relations with organizations who generated false claims and have been blocked from the FSC system.</p> <p>This Advice Note does not apply to situations where organizations have generated inaccurate claims. The applicable requirements of the <i>Chain of Custody Certification</i> FSC-STD-40-004 standard shall continue to be used to regulate inaccurate claims.</p>
<b>Terms and Definitions</b>	<p><b>Blocked Organization:</b> A certificate holder or a former certificate holder that is blocked from the FSC Certification Scheme in response to False Claims by:</p> <ol style="list-style-type: none"> <li>i. the suspension of the Granted Rights to use the FSC trademarks, alternatively the termination of the License Agreement for the FSC Certification Scheme, <i>and</i></li> <li>ii. the restriction from carrying out processes or activities that are included within the scope of their FSC certification as a result of suspension/termination of FSC certification, <i>and</i></li> <li>iii. prevention of re-entry to the FSC system by re-certification or by becoming a member of a Group or Multi-site COC certification, or by becoming a contractor for other certificate holders with valid FSC certification.</li> </ol> <p>NOTE: An organization may be blocked from the FSC system for reasons other than as a response to False Claims. The above definition is provided in the context of this Advice Note.</p> <p>NOTE: For organizations having Group CoC certification, the blockage will apply to the whole group in case root cause analysis establishes that the false claim developed due to a failure (negligent or deliberate) at the group level (or Group manager level). In other scenarios, if the root cause analysis establishes</p>

the development of the false claim to a failure at the group member level, then this Advice Note will apply at the Group member level.

**Clear and convincing evidence:** Evidence available to the certification body, ASI and/or FSC or to the Blocked Organization that supports a conclusion that a fact is substantially more probable to be true than not. Clear and convincing evidence shall be supported by documents, facts, other information, or records, either quantitative or qualitative, that can be verified through analysis, observation, measurement, and other means of research (See Graphic 1).

**Contractor:** Individual, company, or other legal entity contracted by an organization for any activities under the scope of an FSC COC certificate.

**CPR measures:** The collection of corrective, preventive and remedial measures to be implemented by an organization to address a False Claim incident.

**Corrective measures** – aimed primarily at stopping the further circulation of non-conforming products and related promotional claims.

**Preventive measures** – aimed at preventing future occurrence and shall be developed based on a root cause analysis to be conducted by the organization responsible for the False Claim incident.

**Remedial measures** – aimed at compensating for any volume of False Claims released into the market which had not been properly allocated to and deducted from the relevant product group volume accounts. In such cases, the organization responsible for a False Claim incident shall take remedial measures by using (purchasing, allocating from existing stock, and/or deducting credits) the same volume of FSC input material that would have been necessary to correctly produce the non-conforming products. (Refer Clauses 7.1-7.4 for further information on implementing remedial measures.)

**False Claim:** FSC claim made on sales documents (physical or electronic) or the use of the FSC trademarks, on products and/or for projects that are not eligible to be claimed, labelled and/or promoted as being FSC-certified or FSC Controlled Wood. A False Claim is different from an inaccurate claim, in which a product, that is eligible to be sold as FSC certified, is sold with the wrong claim.

**Deliberate False Claim:** A False Claim that has been made deliberately/intentionally by an organization with knowledge and awareness of the consequences. Clear and convincing evidence is required to determine a False Claim incident as deliberate.

**Negligent False Claim:** A False Claim that has been made by an organization due to its failure to exercise reasonable care. A negligent False Claim would result in the unintentional application of an FSC claim on sales documents (physical or electronic) or the use of the FSC trademarks, on products and for projects that are not eligible to be claimed, labelled and/or promoted as being FSC-certified or FSC Controlled Wood.

**Other False Claim:** A False Claim that has been made neither deliberately, nor due to the failure of the organization to exercise reasonable care, but under exceptional or uncontrollable circumstances. Typically, these circumstances cannot be reasonably anticipated, hence a differentiating characteristic is that it cannot be expected at reasonable costs for the organization to have preventive measures in place to prevent the (re-)occurrence of relevant False Claims. Clear and convincing evidence is required to determine a False Claim incident as 'other'.

**False Claim incident:** A single instance of a False Claim that can be attributed to a root cause. Multiple incidents of False Claims may originate from the same root cause.

**False Claim event:** One or several incidents of False Claims which originate from the same root cause. All these instances of False Claims (which would normally trigger a single non-conformity in an assessment) count as one False Claim event for the purpose of this Advice Note.

**FSC Certification database:** A computer-based system containing *inter alia* information on Certification Data, Certification Bodies, Certificate Holders and other license holders. It includes a search function which is publicly accessible at [info.fsc.org](http://info.fsc.org) ('**FSC Public Search**') and which enables producers, traders and consumers to verify the status and scope of an FSC Certification as well as provides transparency for stakeholders.

**FSC Trademark License Agreement:** The License Agreement for the FSC Certification Scheme signed by the certificate holder permitting use of the FSC trademarks ('licensed materials').

**Granted Rights:** The right to use the FSC trademarks for FSC claims, as defined in FSC-STD-40-004, for on-product labeling on FSC-certified products and for promotional use worldwide as licensed and further regulated by via the FSC Trademark License Agreement.

**Inaccurate claim:** FSC claim made on sales documents (physical or electronic) on products and for projects that are eligible to be claimed as being FSC-certified or FSC Controlled Wood but have been sold with the wrong claim.

**Negligence:** Failure to exercise reasonable care.

**Non-conforming product:** Product or material for which an organization is unable to demonstrate that it conforms to the applicable FSC certification requirements and eligibility requirements for making FSC claims.

**NCP requirements:** The requirements (consisting of procedures and activities) for organizations to address non-conforming products, as defined in Clause 1.6 of FSC-STD-40-004 V3-0.

**Self-declared False Claim:** A False Claim is considered self-declared if the organization:

- a. detects it in an unforced manner, *and*
- b. notifies its certification body and all affected direct customers in writing within five business days of the detection, and maintain records of that notice, *and*
- c. analyzes the root cause for occurrence of the False Claim, and implement measures to prevent their reoccurrence, *and*
- d. cooperates with its certification body in order to allow the certification body to confirm that appropriate actions were taken to correct the non-conformity.

NOTE: False Claims declared by organizations which are subject to a transaction verification or any other announced or ongoing investigation would not be considered to be made unforced and hence not fall into this category.

## Background

In November 2016, the FSC Board of Directors approved the revised versions of FSC-STD-40-004 (V3-0), FSC-STD-20-011 (V4-0) and an additional set of actions for ensuring supply chain integrity and addressing false claims in the FSC system.

However, there was observed a clear need to have specific actions to prevent organizations who, either due to negligence or deliberate actions, affect the integrity of the FSC system. These include measures to 'block' such organizations from the FSC system and initiate a series of preventive and

	<p>corrective measures to address the issue of false claims. In addition, there was also a need to ensure that organizations do not inadvertently enter into a business relationship with a Blocked Organization when they outsource services or want to add a new group member or a participating site.</p> <p>NOTE: For organizations responsible for a false claim event or for those who were not responsible (but who have passed on false claims unknowingly), the actions to address the delivery of non-conforming products are defined in Clause 1.6 of FSC-STD-40-004.</p>
Advice	<p><b>Identifying and recording False Claims</b></p> <p>1.1. Upon detection of a False Claim incident, either by the CB and/or ASI, or detected by FSC/ASI (as a response to a complaint), or self-declared by the organization,</p> <p>1.1.1. <b>The certification body shall</b> register the False Claim event on the FSC certificate database as a Transaction Verification (TV) finding for further investigation. This shall be done even if the False Claim incident was detected outside a Transaction Verification (TV) investigation.</p> <p>1.1.2. <b>The certification body shall</b> verify that the organization has informed its downstream buyers that products with False Claims were delivered to them.</p> <p><b>1.1.3. The certification body shall verify the relevance and accuracy of the root cause analysis undertaken by the organization (see Clause 1.1.4 below) as a response to a False Claim incident.</b></p> <p>NOTE: The registration of the False Claim on the FSC database is not dependent on the final classification of the False Claim as negligent, deliberate or other.</p> <p>NOTE: FSC or ASI may independently or jointly identify and investigate False Claims.</p> <p>1.1.4. <b>The organization shall</b> undertake a root cause analysis to determine the reason for occurrence of the False Claim and identify appropriate measures to address the root cause.</p> <p>1.1.5. <b>FSC and/or ASI will</b> classify the False Claim incident, based on the root cause analysis undertaken by the organization, as either:</p> <ul style="list-style-type: none"> <li>a. Deliberate False Claim, <i>or</i></li> <li>b. Negligent False Claim, <i>or</i></li> <li>c. 'Other' False Claim.</li> </ul> <p>NOTE: For classifying the False Claim event as deliberate/negligent/other, FSC/ASI would consider the root cause analysis provided by the organization, but the classification decision does not need to be based on that analysis only. FSC/ASI may look at other sources of information also.</p> <p>NOTE: Clear and convincing evidence is used as a basis to determine whether a False Claim incident is classified as 'deliberate' or 'other' (neither deliberate nor negligent). In the absence of clear and convincing evidence (presented by FSC or ASI to qualify a False Claim as 'deliberate', or by the organization to qualify as 'other'), the default classification would be 'negligent'.</p> <p><b>2. Response to False Claims</b></p> <p>Depending on the nature and frequency of a False Claim incident, the response to a False Claim shall be as per one of the following scenarios (See Graphic 2):</p> <p><b>2.1. Scenario 1: 'Other' False Claim incident</b></p>

2.1.1. **The organization** shall implement the requirements of FSC-STD- 40-004 pertaining to non-conforming products (*Hereafter referred to as "NCP requirements"*).

## 2.2. Scenario 2: Negligent False Claim incident

2.2.1. **The organization** shall implement the NCP requirements; and

2.2.2. **The organization** shall implement the corrective, preventive and remedial measures (CPR measures – as defined in the section 'Terms and Definitions' above).

2.2.3. The **certification body** shall review the implementation of these measures as part of the 'Corrective Action Request' issued by the certification body in response to the False Claim.

NOTE: A 'self-declared' False Claim shall be treated in the same manner as a negligent False Claim incident.

## 2.3. Scenario 3: Negligent False Claim events – three (3) or more within a five (5) year period

2.3.1. **The organization** shall implement NCP requirements **and** CPR measures. This will be a pre-condition for the Blocked Organization to reenter the FSC system post the blockage period.

2.3.2. **FSC** will:

- a. suspend the Granted Rights held by the organization according to the FSC Trademark License Agreement or terminate the FSC Trademark License Agreement, whichever is most appropriate to protect the integrity, trust and credibility of the FSC Certification Scheme as well as customers, other participating certificate holders but also FSC International, *and*
- b. block the organization from the FSC Certification Scheme for the period of three (3) to sixty (60) months (see exception under 2.3.4 below), *and*
- c. inform the relevant certification body about the results and consequences of the investigation and the blocked status of the organization.

NOTE: The exact duration of the blockage is specified in FSC-PRO-10-003.

NOTE: Self-declared False Claims are exempted from scenario 3.

2.3.3. **The certification body** shall:

- a. suspend or terminate all FSC certifications of the Blocked Organization.
- b. update the FSC Certification database to indicate the Blocked Organization's certification status as 'Suspended' or 'Terminated' (Clause 1.4.7 of FSC-STD-20-001 V4.0) based on Clause 2.3.2 c); and
- c. inform the Blocked Organization of its suspension/termination status as per Clause 1.4.8 of FSC-STD-20-001 V4.0.

NOTE : The five (5) year period is triggered with the first negligently made False Claim incident and the False Claim count is regardless of the regular cycle for FSC Certification.

2.3.4. The Blocked Organization can have the status "Suspended and Blocked" or "Terminated and Blocked" revoked before the end of

the duration of the blockage if it is confirmed that the Blocked Organization has fulfilled the following requirements:

- a. **by the certification body:** implementation of NCP requirements and CPR measures; and
- b. **by FSC:** payment of the compensation fee in accordance with FSC-PRO-10-003 and any other applicable conditions established by FSC to remedy the shortcomings.

**2.4. Scenario 4: Deliberate False Claim incident – investigation conducted by FSC or ASI concludes that the organization deliberately made a False Claim**

2.4.1. The **Blocked Organization** shall implement the NCP requirements **and** undertake the CPR measures. This will be a pre-condition for the Blocked Organization to reenter the FSC system post the blockage period.

2.4.2. **FSC** will:

- a. suspend the Granted Rights held by the organization according to the FSC Trademark License Agreement or terminate the FSC Trademark License Agreement, whichever is most appropriate to protect the integrity, trust and credibility of the FSC Certification Scheme as well as customers, other participating certificate holders but also FSC International, *and*
- b. block the organization from the FSC Certification Scheme for two consecutive and equivalent periods, each ranging in duration from three (3) to sixty (60) months (see exception under 2.4.5 below), *and*
- c. inform the relevant certification body about the results of the investigation and the blocked status of the organization.

NOTE: The exact duration of the individual blockage periods is specified in FSC-PRO-10-003.

2.4.3. **The certification body** shall:

- a. suspend or terminate all FSC certifications of the Blocked Organization.
- b. update the FSC Certification database to indicate the Blocked Organization's certification status as 'Suspended and Blocked' or 'Terminated and Blocked' (Clause 1.4.7 of FSC-STD-20-001 V4.0) based on Clause 2.4.1 c); and
- c. inform the Blocked Organization of its suspension/termination status as per Clause 1.4.8 of FSC-STD-20-001 V4.0.

2.4.4. ***For deliberate False Claims, FSC will not revoke the status "Suspended and Blocked" or "Terminated and Blocked" before the end of the duration of the first period of blockage.***

2.4.5. The Blocked Organization can have the status "Suspended and Blocked" or "Terminated and Blocked" revoked **after the end of the first period of blockage** and before the end of the duration of the second period of blockage if it is confirmed that the Blocked Organization has fulfilled the following requirements:

- a. **by the certification body:** implementation of NCP requirements and CPR measures; and

- b. **by FSC:** payment of the compensation fee in accordance with FSC-PRO-10-003 and any other applicable conditions established by FSC to remedy the shortcomings.

NOTE: The revocation of the blocked status for deliberate False Claims by payment of compensation fees is only applicable to the second period of blockage. This will only be possible after the organization has stayed blocked from the FSC system for the first period.

**2.4.6. *The implementation of the NCP requirements and CPR measures shall be verified by the certification body that is recertifying the Blocked Organization at the end of its blockage period.***

**Consequences for Blocked Organizations**

- 3.1. For the duration of the blockage, the relevant **certification body** shall suspend/terminate the organization's FSC certification. As a consequence of this, the **Blocked Organization** shall not trade, process, manufacture, label, store, or transport FSC material or undertake any activity as part of their certification scope.
- 3.2. **Certification bodies** shall not grant, maintain, transfer, or reinstate the certification of Blocked Organizations while they have the status "Suspended and Blocked" or "Terminated and Blocked" in the FSC Certification database.
- 3.3. If a Blocked Organization's status is 'Suspended and Blocked,' and the suspension period has exceeded twelve (12) months or in exceptional cases, up to eighteen (18) months (FSC-STD-20-001, Clause 4.7.5) and the Blocked Organization has not implemented the measures specified in Clause 2.3.4 a) and b) and Clause 2.4.4, the **certification body** shall terminate the Blocked Organization's certification and the status of the Blocked Organization shall be updated to "Terminated and Blocked".
- 3.4. The **Blocked Organization** shall fulfill all the conditions specified in this advice note, and the applicable requirements in the FSC Normative Framework, including, but not limited to FSC-PRO-10-003 and further instructions during the duration of blockage.

NOTE : If a False Claim is made by a group member or participating site, then this Advice Note applies to that specific group member or participating site and not to the Central Office. In case False Claims are made by multiple group members or participating sites, then this Advice Note applies to each individual member/site who made the False Claim. In addition, the requirements of FSC-STD-40-003 (Clause 4.2, and Annex 2 – Clause 1.2 and Clause 2) also apply.

Organizations outsourcing services or adding a new group member or participating site

- 3.5. In the case of outsourcing agreements, the contracting **organization** shall not outsource services related to FSC material to organizations that are listed as 'suspended and blocked' or 'terminated and blocked' on the FSC Certification Database.
- 3.6. **Organizations** with valid FSC certification shall verify if another organization is blocked in the FSC database and consider the Blocked Organization ineligible for any of the following activities:
- i. adding a new group member to the Group COC certification or
  - ii. adding a participating site to the Multi-site COC certification.

Certification bodies adding sites or members and verifying outsourcing agreements

3.7. In the case of a Group or Multi-site COC certification, the **certification body** shall verify the organization's status in the FSC Certification database before adding new participating site to the Multi-site COC certification or adding a new group member to the Group COC certification.

3.8. In case of sub-contractors, the **certification body** shall verify the sub-contractor's status in the FSC Certification database and shall not verify any outsourcing agreement where the sub-contractor is listed as 'suspended and blocked' or 'terminated and blocked' on the FSC Certification Database.

#### **4. Lifting the blockage**

4.1. Upon receiving a request for unblocking from a Blocked Organization, **FSC** will evaluate the integrity and/or reputational risk posed by the organization and decide whether to unblock the organization.

NOTE : FSC reserves the right to reinstate and unblock the Blocked Organization based on its assessment of individual cases. As such, based on the integrity/reputational risk, it can also choose not to unblock an organization.

NOTE : The organization may be subject to additional monitoring measures specified by ASI/FSC as conditional to lifting the blockage. The organization would be required to fulfill these additional measures and that might result in additional ongoing expenses for unannounced audits, documents review etc.

NOTE : In the case of identified risks to the integrity of the FSC system, FSC may also require the Blocked Organization to participate in transaction verification activities or participate in the FSC wood identification programme or both.

NOTE : FSC may, at its discretion, enter into a Memorandum of Understanding (MoU) with the Blocked Organization, as a response to the False Claim. The MoU may contain specific additional conditions on a case by case basis for organizations to the blockage to be lifted. In such situations, the provisions of the MoU supersede this Advice Note, unless specified otherwise.

4.2. If **FSC** decides to unblock the organization, it will issue an invoice for payment of the compensation fee after fulfillment of Clause 2.3.4 a) or Clause 2.4.5 a) as applicable.

#### **5. Contesting a blocked status and compensation fee**

5.1. The **organization** which has been blocked according to Clauses 2.3.2 or 2.4.2 may submit evidence to contest the blockage decision made by FSC as specified in FSC-PRO-10-003.

#### **6. Duty to cooperate with investigation**

6.1. **Organizations** are obligated to use its commercially reasonable efforts to take all actions to assist and cooperate with FSC, ASI and/or CB in doing all things necessary or advisable to perform the investigations into False Claims. In case the organization fails to cooperate in this regard, FSC can block the organization for the period up to one hundred twenty (120) months.

#### **7. For implementing Clause 2.2.1 (Remedial measures)**

7.1 Within three (3) months of detection of the False Claim, the **organization** that produced and released non-conforming product shall purchase or



allocate from existing stock an equivalent amount of eligible FSC input material to the corresponding product group.

NOTE: If corresponding FSC credits / percentage volumes had been allocated / deducted to the non-conforming products from the product group volume accounts and only ineligible material had been used resulting in the False Claim event, then this requirement is considered to be covered.

NOTE: In case the organization is not able to purchase an equivalent amount of FSC input material (due to lack of availability, capacity etc.), the certification body may, under exceptional circumstances, extend the period for implementing remedial measures to up to 12 months from the date of detection of the False Claim, provided the organization is able to justify the delay and has made credible and verifiable measures to start procurement of the equivalent quantity of FSC input material.

7.2. If the non-conforming products carrying False Claims cannot be recalled, de-labeled or otherwise stopped from reaching the destined final customer, the purchased or allocated FSC input material shall not be used to produce new, conforming product, but instead any FSC credits or percentage values carried by that material would be void (products made from such material shall not be sold with the FSC claim).

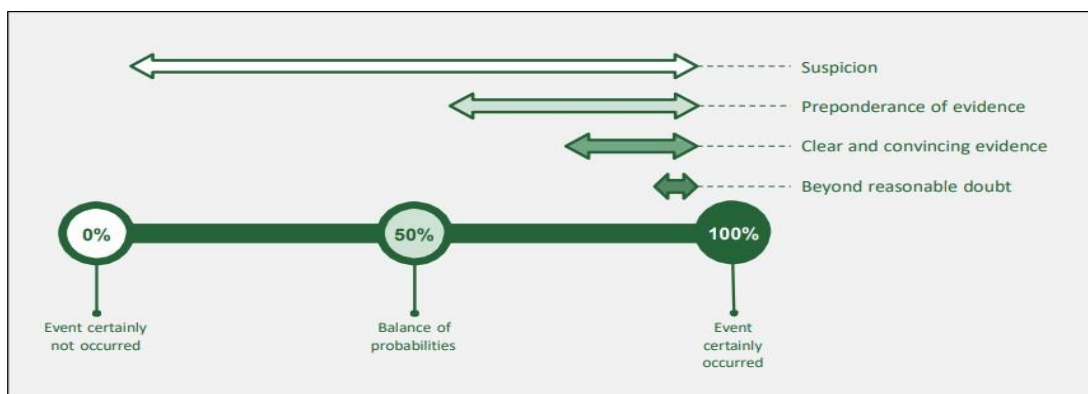
NOTE: In other cases, the organization may produce and release 'conforming product' from that FSC input.

7.3. If the **organization** cannot purchase / allocate such an amount (e.g., because there is no such material available), then it shall pay a compensation fee to FSC in accordance with FSC-PRO-10-003.

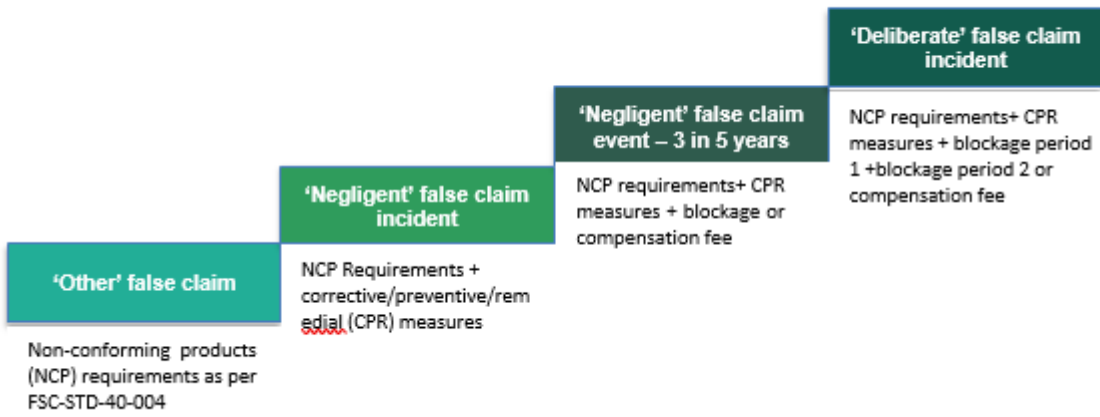
7.4. If the **organization** cannot or does not pay the compensation fee, then it will be blocked in accordance with FSC-PRO-10-003.

NOTE: The organization has to implement remedial measures irrespective of its blocked status. Implementation of remedial measures is independent of whether the organization is paying the compensation fee to avoid blockage.

**Graphic 1. Standard of certainty on a probability scale**



## Graphic 2: Hierarchy of scenarios and applicable requirements



**Annex 6: FSC-PRO-10-003**



**Forest Stewardship Council®**



**Calculating duration of Blocked  
Organization's status and Compensation  
Fee**

**FSC-PRO-10-003 V1-1 EN**



**Title:** Calculating duration of Blocked Organization's status and Compensation Fee

**Document code:** FSC-PRO-10-003 V1-1 EN

**Approval body:** FSC Director General

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The Forest Stewardship Council® (FSC) is an independent, not for profit, non-government organization established to support environmentally appropriate, socially beneficial, and economically viable management of the world's forests.

FSC's vision is that the world's forests meet the social, ecological, and economic rights and needs of the present generation without compromising those of future generations.

## **Content**

- A Objective
- B Scope
- C Effective and validity datesD References
- E Terms and definitions

1. Impact of False Claims
2. Applicable criteria
3. Duration of Blocked Organization's status
4. Calculation of the Compensation Fee
5. Legal successors of the Blocked Organization
6. Contesting a Blocked Organization's status or Compensation Fee

Annex 1 FSC Template for submitting evidence to contest Blocked Organization's status or Compensation Fee

## **A Objective**

The objective of this document is to provide the procedures for the calculation of the duration of Blocked Organization's status and for the Compensation Fee. This procedure additionally entails description of the mechanism for Blocked Organizations to contest their status or Compensation Fee in response to False Claims.

This procedure is not subject to the rules and regulations outlined in FSC-PRO-01- 001.

## **B Scope**

This procedure shall be applied by FSC, FSC-accredited certification bodies and Blocked Organizations. All aspects of this document are normative, including the scope, standard effective date, references, terms and definitions, tables, notes and annexes, unless otherwise stated.

## **C Effective date**

Approval date	25 October 2021
Publication date	02 November 2021
Effective date	01 January 2022
Period of validity	until replaced or withdrawn

## **D References**

The following referenced documents are indispensable for the application of this document. For undated references, the latest edition of the referenced document(including any amendments) applies.

FSC-STD-20-001 *General requirements for FSC accredited Certification bodies*

FSC-STD-20-007 *Forest management evaluations*

FSC-STD-20-011 *Chain of Custody Evaluations*

FSC-STD-20-012 *Standard for evaluation of FSC Controlled Wood in Forest Management Enterprises*

FSC-STD-40-003 *Chain of Custody Certification of Multiple Sites*

FSC-STD-40-004 *Chain of Custody Certification*

FSC-STD-01-002 *FSC Glossary of Terms*

## E Terms and definitions

The terms and definitions given in FSC-STD-01-002 FSC Glossary of Terms, FSC- STD-01-001 FSC Principles and Criteria for Forest Stewardship and FSC-STD-40-004 Chain of Custody Certification, and the following apply:

**Annual turnover:** Total revenue of an organization derived from the provision of goods and services, less trade discounts, VAT, and any other taxes based on this revenue (Dictionary of Business, Oxford University Press, 1996). In the context of the coefficient of capacity, turnover refers to all certified and uncertified forest products (e.g., sawn timber, particle boards, paper, non-timber forest products) and products containing wood or fiber components. It does not refer to other 100% non-forest products companies might produce. The annual turnover refers to the most recently completed fiscal year.

**Blocked Organization:** A certificate holder or a former certificate holder that is blocked from the FSC Certification Scheme in response to False Claims by:

- (1) the suspension of the Granted Rights, alternatively the termination of the License Agreement for the FSC Certification Scheme, and
- (2) the restriction from carrying out processes or activities that are included within the scope of their FSC certification.

**Clear and convincing evidence:** Evidence available to the certification body, ASI and/or FSC or to the Blocked Organization that supports a conclusion that a fact is substantially more probable to be true than not.. Clear and convincing evidence shall be supported by documents, facts, other information or records, either quantitative or qualitative, that can be verified through analysis, observation, measurement, and other means of research.

**Compensation Fee:** a monetary sanction voluntarily paid by a certificate holder or former certificate holder in order to remedy a False Claim.

**Deliberate:** with knowledge and awareness of the consequences.

**False Claim:** FSC claim made on sales documents (physical or electronic) or the use of the FSC trademarks, on products and for projects that are not eligible to be claimed, labelled and/or promoted as being FSC-certified or FSC Controlled Wood. A False Claim is different from an inaccurate claim, in which a product, that is eligible to be sold as FSC certified, is sold with the wrong claim.

**Granted Rights:** The right to use the FSC trademarks for FSC claims, as defined in FSC-STD-40-004, for on-product labeling on FSC-certified products and for promotional use worldwide as licensed and further regulated by via the FSC Trademark License Agreement.

**Negligence:** Failure to exercise reasonable care.

**FSC Trademark License Agreement:** The License Agreement for the FSC Certification Scheme signed by the certificate holder organization permitting use of the FSC trademarks ('licensed materials').

**Overall annual turnover:** Total revenue of an organization derived from the provision of goods and services, less trade discounts, VAT, and any other taxes based on this revenue (Dictionary of Business, Oxford University Press, 1996). The overall annual turnover refers to the most recently completed fiscal year and is not limited to forest products only.

**Parties to the process:** the organization, and all parties considered relevant by the FSC, the FSC Board of Directors, ASI and CBs.

## 1. Impact of False Claims

1.1. A False Claim causes severe damages to the credibility and reputation of the FSC certification system as well as to certificate holders that are in full compliance with the requirements for FSC certification. A False Claim also has further negative impacts, it damages the credibility and reputation of the FSC trademarks and misleads customers and consumers.

## 2. Applicable criteria

2.1. The duration of Blocked Organization's status and the Compensation Fee are determined by FSC in accordance with the seriousness (Clause 3.4) and the duration (Clause 3.5) of the specific False Claim as well as with the economic capacity (Clause 3.6) of the Blocked Organization based on the annual turnover. Each of the aforementioned criteria is further scaled to reflect the seriousness and duration of each specific False Claim. This calculation is used to ensure that the duration of Blocked Organization's status and Compensation Fee is reasonable and to ensure fair and equal treatment to Blocked Organizations who made False Claims.

## 3. Duration of Blocked Organization's status

3.1. The duration of Blocked Organization's status is linked to the amount of the Compensation Fee.

3.2. The Blocked Organization who made a False Claim shall be blocked for the period specified in the following table:

<b>Duration of Blocked Organization's status in months</b>	<b>When Compensation Fee in USD would correspond to:</b>
3	Below or equal to 900.00
6	Between 900.01 - 1,800.00
9	Between 1,800.01 - 3,600.00
12	Between 3,600.01 - 7,200.00
15	Between 7,201.01 - 14,400.00
18	Between 14,401.01 - 28,800.00
24	Between 28,801.01 - 59,600.00
30	Between 59,601.01 - 119,200.00
36	Between 119,201.01 - 238,400.00
48	Between 238,400.01 – 476,800.00
60	Equal or above 476,800.01

## 4. Calculation of the Compensation Fee

4.1. A standard flat rate for calculating the Compensation Fee is set at USD 60<sup>1</sup>.

4.2. The Compensation Fee is calculated as follows:

<sup>1</sup> Subject to adjustment for future inflations according to the annual reports of the European Central Bank.



$$\text{Compensation fee} = (\text{Flat rate} \times \text{Cs} \times \text{Cd}) \times \text{Cc}$$

- Cs = coefficient of seriousness as calculated per Clause 4.4
- Cd = coefficient of duration as calculated per Clause 4.5
- Cc = coefficient of capacity determined by the Blocked Organization's annual turnover as calculated per Clause 4.6

4.3. The Compensation Fee shall not exceed ten percent (10%) of the Blocked Organization's *overall annual turnover* and the maximum Compensation Fee shall not be more than 10 Million USD in any case.

### Basis for calculation

#### 4.4. Coefficient of seriousness

Market value of products affected by False Claims (USD)	Coefficient of seriousness
Less than 2,500	1
2,500 - 5,000	2
5,001 - 12,500	3
12,501 - 25,000	4
25,001 - 50,000	5
50,001 - 100,000	6
100,001 - 300,000	7
300,001 - 500,000	8
500,001 - 700,000	9
700,001 - 1 Million	10
Any additional million	10+ (millions)

Examples for the 10+ category:

- a market value equal or above USD 2 million and less than USD 3 million corresponds to a coefficient of seriousness of 12 (= 10+2).
- a market value equal or above USD 15 million and less than USD 16 million corresponds to a coefficient of seriousness of 25 (= 10+15).

NOTE: The exchange rate used for the calculation of the market value is the rate published by the German Federal Bank of the date of the False Claim.

#### 4.5. Coefficient of duration

4.5.1. The coefficient of duration is equal to the number of months in which the False Claim was made.

Examples:

- False Claim was made for 2 weeks corresponds to a coefficient of duration of 1.
- False Claim was made for 6 weeks corresponds to a coefficient of duration of 2.
- False Claim was made for 11 months and 1 week corresponds to a coefficient of duration of 12.

#### 4.6. Coefficient of capacity

Coefficient of capacity	Turnover of the organization for forest products (in USD) <sup>2</sup>		Coefficient of capacity to	Turnover of the organization for forest products (in USD)	
	from	to		from	to
11	0	30,000	71	72,900,001	87,480,000
12	30,001	60,000	72	87,480,001	102,060,000
13	60,001	90,000	73	102,060,001	116,640,000
14	90,001	120,000	74	116,640,001	131,220,000
15	120,001	150,000	75	131,220,001	145,800,000
16	150,001	180,000	76	145,800,001	160,380,000
17	180,001	210,000	77	160,380,001	174,960,000
18	210,001	240,000	78	174,960,001	189,540,000
19	240,001	270,000	79	189,540,001	204,120,000
20	<b>270,001</b>	<b>300,000</b>	<b>80</b>	<b>204,120,001</b>	<b>218,700,000</b>
21	300,001	360,000	81	218,700,001	262,440,000
22	360,001	420,000	82	262,440,001	306,180,000
23	420,001	480,000	83	306,180,001	349,920,000
24	480,001	540,000	84	349,920,001	393,660,000
25	540,001	600,000	85	393,660,001	437,400,000
26	600,001	660,000	86	437,400,001	481,140,000
27	660,001	720,000	87	481,140,001	524,880,000
28	720,001	780,000	88	524,880,001	568,620,000
29	780,001	840,000	89	568,620,001	612,360,000
30	<b>840,001</b>	<b>900,000</b>	<b>90</b>	<b>612,360,001</b>	<b>656,100,000</b>
31	900,001	1,080,000	91	656,100,001	787,320,000
32	1,080,001	1,260,000	92	787,320,001	918,540,000
33	1,260,001	1,440,000	93	918,540,001	1,049,760,000
34	1,440,001	1,620,000	94	1,049,760,001	1,180,980,000

<sup>2</sup> Refers to the definition of "annual turnover" in this document.

Coefficient of capacity	Turnover of the organization for forest products (in USD) <sup>2</sup>		Coefficient of capacity to	Turnover of the organization for forest products (in USD)	
	from	to		from	to
35	1,620,001	1,800,000	95	1,180,980,001	1,312,200,000
36	1,800,001	1,980,000	96	1,312,200,001	1,443,420,000
37	1,980,001	2,160,000	97	1,443,420,001	1,574,640,000
38	2,160,001	2,340,000	98	1,574,640,001	1,705,860,000
39	2,340,001	2,520,000	99	1,705,860,001	1,837,080,000
40	<b>2,520,001</b>	<b>2,700,000</b>	100	<b>1,837,080,001</b>	<b>1,968,300,000</b>
41	2,700,001	3,240,000	101	1,968,300,001	2,361,960,000
42	3,240,001	3,780,000	102	2,361,960,001	2,755,620,000
43	3,780,001	4,320,000	103	2,755,620,001	3,149,280,000
44	4,320,001	4,860,000	104	3,149,280,001	3,542,940,000
45	4,860,001	5,400,000	105	3,542,940,001	3,936,600,000
46	5,400,001	5,940,000	106	3,936,600,001	4,330,260,000
47	5,940,001	6,480,000	107	4,330,260,001	4,723,920,000
48	6,480,001	7,020,000	108	4,723,920,001	5,117,580,000
49	7,020,001	7,560,000	109	5,117,580,001	5,511,240,000
50	<b>7,560,001</b>	<b>8,100,000</b>	110	<b>5,511,240,001</b>	<b>5,904,900,000</b>
51	8,100,001	9,720,000	111	5,904,900,001	7,085,880,000
52	9,720,001	11,340,000	112	7,085,880,001	8,266,860,000
53	11,340,001	12,960,000	113	8,266,860,001	9,447,840,000
54	12,960,001	14,580,000	114	9,447,840,001	10,628,820,000
55	14,580,001	16,200,000	115	10,628,820,001	11,809,800,000
56	16,200,001	17,820,000	116	11,809,800,001	12,990,780,000
57	17,820,001	19,440,000	117	12,990,780,001	14,171,760,000
58	19,440,001	21,060,000	118	14,171,760,001	15,352,740,000
59	21,060,001	22,680,000	119	15,352,740,001	16,533,720,000
60	<b>22,680,001</b>	<b>24,300,000</b>	120	<b>16,533,720,001</b>	<b>17,714,700,000</b>
61	24,300,001	29,160,000	121	17,714,700,001	21,257,640,000

Coefficient of capacity	Turnover of the organization for forest products (in USD) <sup>2</sup>		Coefficient of capacity to	Turnover of the organization for forest products (in USD)	
	from	to		from	to
<b>62</b>	29,160,001	34,020,000	<b>122</b>	21,257,640,001	24,800,580,000
<b>63</b>	34,020,001	38,880,000	<b>123</b>	24,800,580,001	28,343,520,000
<b>64</b>	38,880,001	43,740,000	<b>124</b>	28,343,520,001	31,886,460,000
<b>65</b>	43,740,001	48,600,000	<b>125</b>	31,886,460,001	35,429,400,000
<b>66</b>	48,600,001	53,460,000	<b>126</b>	35,429,400,001	38,972,340,000
<b>67</b>	53,460,001	58,320,000	<b>127</b>	38,972,340,001	42,515,280,000
<b>68</b>	58,320,001	63,180,000	<b>128</b>	42,515,280,001	46,058,220,000
<b>69</b>	63,180,001	68,040,000	<b>129</b>	46,058,220,001	49,601,160,000
<b>70</b>	<b>68,040,001</b>	<b>72,900,000</b>	<b>130</b>	<b>49,601,160,001</b>	<b>53,144,100,000</b>

4.7. If actual figures are not available to FSC to calculate the coefficients due to limited access to the Blocked Organization's transaction records and information, and the Blocked Organization is not cooperating with FSC, FSC will use the best available information to calculate the Compensation Fee.

4.8. The Compensation Fee may be reduced by FSC in proportion to the time the Blocked Organization already served its blocked status.

## 5. Legal successors of the Blocked Organization

5.1. To prevent the Blocked Organization from circumventing its status, FSC will take the following measures:

5.1.1. If the Blocked Organization that was responsible for the False Claim has meanwhile been dissolved, but another organization acts as its legal successor, then this legal successor shall be held liable to continue the Blocked Organization's status or to pay the Compensation Fee.

5.1.2. If an individual(s) responsible for the False Claims within the personnel or shareholder of the Blocked Organization, establishes a new organization which applies for FSC certification to avoid the Blocked Organization's status or the payment of the Compensation Fee, FSC reserves the right to prohibit the new company from entering into the FSC Certification Scheme. This would also apply to an organization which is already in the FSC Certification Scheme if it is controlled by an individual(s) responsible for the False Claims.

**Calculation examples of the Compensation Fee**

**Example 1:** Certificate holder “Arana” with annual turnover of 4,000,000 USD made False Claims on products of a value of 600,000 USD during the period of 12 months.

**Compensation fee = (Flat rate x Cs x Cd) x Cc = (60 x 9 x 12) x 43 = 278,640 USD, or a duration of the Blocked Organization’s status for 48 months.**

**Example 2:** Certificate holder “Dovis” with annual turnover of 320,000 USD made False Claims on products of a value of 30,000 USD during the period of 9 months.

**Compensation fee = (Flat rate x Cs x Cd) x Cc = (60 x 5 x 9) x 21 = 56,700 USD, or a duration of the Blocked Organization’s status for 24 months.**

**Example 3:** Certificate holder “Luvera” with annual turnover of 90,000 USD made False Claims on products of a value of 30,000 USD during the period of 3 months.

**Compensation fee = (Flat rate x Cs x Cd) x Cc = (60 x 5 x 3) x 13 = 11,700 USD, or a duration of the Blocked Organization’s status for 15 months**

**6. Contesting the Blocked Organization’s status and the Compensation Fee**

- 6.1. The Blocked Organization may submit evidence within four (4) calendar weeks after they have been informed of the decision taken by FSC in order to contest the Blocked Organization’s status and the Compensation Fee.
- 6.2. All incoming and outgoing correspondence, including the final decisions and follow-up actions, will be filed in electronic format and/or hard copy, and maintained by FSC for a period of (10) years after the last activity.
- 6.3. Parties to the process should refrain from commenting publicly on the review **until FSC informs all parties to the process about the outcome of the submission.**

**Submitting evidence to contest a Blocked Organization’s status or Compensation Fee**

- 6.4. The Blocked Organization shall submit evidence by sending a submission to [fscintegrity@fsc.org](mailto:fscintegrity@fsc.org).
- 6.5. **The submission shall conform with all of the following requirements:**
  - a. contain the name and contact information of the Blocked Organization;
  - b. be written in one of the official FSC languages (English or Spanish);
  - c. specify the events and issues regarding the False Claim;
  - d. contain evidence contesting the False Claim;
  - e. have supporting documents.
- 6.6. Submissions not meeting the requirements listed in Clause 6.4.2 will not be **processed.**

NOTE: The Blocked Organization may use the FSC template (Annex 1) for submitting evidence to contest the Blocked Organization’s status and the Compensation Fee.

NOTE: Documents submitted in other languages than the official FSC languages shall be translated by the Blocked Organization who provides the material.

6.7. The Blocked Organization may withdraw the submission at any point in time of the process, at their sole discretion.

6.8. The lack of cooperation by the Blocked Organization may be considered as grounds to discontinue the review.

#### **Processing and evaluating the submitted evidence**

6.9. The FSC Supply Chain Integrity Team ([fscintegrity@fsc.org](mailto:fscintegrity@fsc.org)) and ASI are responsible for reviewing the evidence submitted according to the following process:

- a) acknowledge receipt of the submission within ten (10) working days of receipt of the evidence; and
- b) review evidence related to the Blocked Organization and the False Claim; and
- c) keep a record of the conversations, including date, time and a summary of issues.

#### **Final decision making by FSC**

6.10. FSC makes a decision based on the information provided by the Blocked Organization and the review conducted by the FSC System Integrity Team and ASI.

**6.11. FSC will communicate the outcome of the decision to the blocked organization and their certification body and all other certification bodies within thirty (30) calendar days.**

#### **Rejecting the submission**

6.12. If the submitted evidence does not support lifting the blocked status and of the Compensation Fee, then the submission is rejected. The notification of the rejection shall include an explanation of why the evidence did not support the lifting of the Blocked Organization's status or of the Compensation Fee.

6.13. The status of the Blocked Organization will remain unchanged until the conditions specified in the Advice Note (ADVISE-40-004-18 *Addressing False Claims*), the Procedure FSC-PRO-10-003 or/and the FSC Normative Framework are met.

#### **Reversing the blockage decision based on the submission**

6.14. If the submitted evidence supports the lifting of the Blocked Organization's status and removal of the Compensation Fee, then FSC can:

- a) inform the certification body of the outcome of the process, and
- b) lift the suspension of the Granted Rights.

6.15. Upon this decision the status "Blocked" will be changed in the FSC database to 'Valid' without undue delay.

### **7. Appeals**

**7.1. Decisions made by FSC after the submissions process cannot be appealed.**

7.2. The Procedure FSC-PRO-01-005 (Processing Appeals) does not apply to FSC decisions made in response to the submission process.

## Annex 1 FSC Template for submitting evidence to contest BlockedOrganization's status or Compensation Fee

### Information of the individual(s) or organization(s):

Name of individual or organization	
Contact person (for organizations)	
Postal address: <ul style="list-style-type: none"> <li>• Street + number</li> <li>• City</li> <li>• Area code</li> <li>• Country</li> </ul>	
Phone number	
Email address	
Website	
FSC member (if yes: international/national, chamber, North/South)	
Date of submission	
Signature of legal representative	

### Information and evidence to be submitted to FSC:

Issue	Information to support the False Claim was not deliberate nor negligent
Description of the issues and events that lead to the False Claim.	Evidence to support the False Claim was not deliberate nor negligent. Please provide an overview, a description and attach supporting documents.

#### Verbal forms for the expression of provisions

[Adapted from *ISO/IEC Directives Part 2: Rules for the structure and drafting of International Standards*]

“*shall*”: indicates requirements strictly to be followed in order to conform with the standard.

“*should*”: indicates that among several possibilities one is recommended as particularly suitable, without mentioning or excluding others, or that a certain course of action is preferred but not necessarily required.

“*may*”: indicates a course of action permissible within the limits of the document.

“*can*”: is used for statements of possibility and capability, whether material, physical or causal.

## Annex 7: Consents Form for Sublicensee

### CONSENTS FORM FOR SUBLICENSEE <sup>1</sup>

*All fields must be filled out.*

#### INFORMATION OF SUBLICENSEE

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#### POINT OF CONTACT for FSC Search

##### Declaration of consent for designated staff person of Sublicensee:

I hereby agree that FSC Global Development GmbH\*, the FSC Group\*\* and relevant national and regional FSC Network Partners may publish my personalized contact data as the point of contact for consumers and interested parties on FSC Search, which is publicly accessible at <https://connect.fsc.org/fsc-public-certificate-search> and which in its primary purpose enables producers and consumers to verify the status and scope of FSC certification and provide information regarding Sublicensee. I can revoke my consent for a personalized email address at any time and without giving any reason by changing "Yes" to "No" and providing a generic email address instead.

Please identify here your personalized email address (in case you chose "Yes") or a generic email address to be used for your company (in case you chose "No", e.g. [info@company.com](mailto:info@company.com)):

#### MARKETING & COMMUNICATIONS

##### Declaration of consent for designated staff person of Sublicensee:

I hereby agree that FSC Global Development GmbH\*, the FSC Group\*\* and relevant national and regional FSC Network Partners may process and use my personalized contact data for marketing purposes, i.e. to share the marketing toolkit including examples on how to use it, for engagement in FSC campaigns, to communicate about new tools created by FSC, to help sublicensees with promotion of FSC products, to ask for collaboration and invite to events, to send promotional information about the FSC Certification Scheme and FSC AC's mission to support responsible management of the world's forests, or other related purposes. I can revoke my consent for a personalized email address at any time and without giving any reason by changing "Yes" to "No" and providing a generic email address instead.

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<sup>1</sup> 'Sublicensee' means an entity or an individual who concluded a Sublicense Agreement with the Licensee, and is a participating site according to FSC-STD-40-003 or a group member and/or a forestry contractor according to FSC-STD-30-005..



Please identify here your personalized email address (in case you chose "Yes") or a generic email address to be used for your company (in case you chose "No", e.g. [marketing@company.com](mailto:marketing@company.com)):

## **NOTIFICATIONS & LEGAL NOTICES**

### **Declaration of consent for designated staff person of Sublicensee:**

I hereby agree that FSC Global Development GmbH\* , the FSC Group\*\* and relevant national and regional FSC Network Partners may process and use my personalized email address to send notifications about the nature and scope of any development or revision to the FSC Trademark Requirements and FSC Certification Requirements as applicable to Licensee and Sublicensee and to send necessary notices of suspension or termination of the license agreement to the Sublicensee, as outlined in the for the License Agreement for the FSC Certification Scheme for Group and Multi-site Certification. I can revoke my consent for a personalized email address at any time and without giving any reason by changing "Yes" to "No" and providing a generic email address instead.

Please identify here your personalized email address (in case you chose "Yes") or a generic email address to be used for your company (in case you chose "No", e.g. [legal@company.com](mailto:legal@company.com)):

### **PRIMARY CONTACT of Sublicensee**

#### **Declaration of consent for designated staff person of Sublicensee:**

I hereby agree that FSC Global Development GmbH\*, the FSC Group\*\* and relevant national and regional FSC Network Partners may process and use my personalized contact data for Licensee and Sublicensee related matters, as it is necessary to provide Sublicensees with technical updates, i.e. to update on applicable FSC policies and standards, to coordinate integrity related activities, to inform about technical training sessions, or should queries arise regarding promotional license scope, or other related purposes. I can revoke my consent for a personalized email address at any time and without giving any reason by changing "Yes" to "No" and providing a generic email address instead.

Please identify here your personalized email address (in case you chose "Yes") or a generic email address to be used for your company (in case you chose "No", e.g. [technical@company.com](mailto:technical@company.com)):

Place, date and signature

\*In accordance with statutory requirements the permission is given to FSC Global Development GmbH, Adenauerallee 134, 53113 Bonn, Germany ("FSC GD") and all of the FSC Group\*\* as well to relevant national and regional FSC Network Partners to process and use the contact data given in connection to the participation in the FSC Certification Scheme based on the precontractual and the contractual relationship under the License Agreement for the FSC Certification Scheme for Group and Multi-site Certificate between FSC GD and the Licensee, which grants the sublicense to the Sublicensee.

\*\*FSC Group stands for Forest Stewardship Council A.C., registered in Calle Margarita Maza de Juárez #436, Col. Centra, 68000 Oaxaca, Oaxaca state, Mexico, FSC Global Development GmbH, registered in Adenauerallee 134,53113 Bonn, Germany, FSC International Center gGmbH, registered in Adenauerallee 134, 53113 Bonn, Germany and ASI – Accreditation Services International GmbH, registered in Friedrich-Ebert-Allee 69, 53113 Bonn, Germany.

The list and contact details of FSC Network Partners can be found at <http://www.fsc.org>.

This consent declaration is subject to German law. The place of jurisdiction is Bonn.

I hereby declare that all information given is accurate and freely given.

If you have a complaint about our use of your personal data, please contact our Data Protection Officer directly in the first instance so that we can address your complaint:

Scheja & Partner Rechtsanwälte

Mr. Boris Reibach  
Adenauerallee 136, 53113 Bonn  
Tel.: [+49 \(0\) 228-227 226-0](tel:+4902282272260)  
Fax: [+49 \(0\) 228-227 226-26](tel:+49022822722626)  
E-mail: [info@scheja-partner.de](mailto:info@scheja-partner.de)  
Contact form: <http://www.scheja-partner.de/kontakt/kontakt.html>  
Website: [info.scheja-partner.de](http://info.scheja-partner.de)

For more information about the use of personal data and your rights, please consult our Privacy Statement as attached.

## **Privacy Statement for Consents form filled by Certificate Holders or Sublicensees under the FSC Certificate Scheme**

### **Introduction:**

Thank you for using the Form in order to provide FSC with correct communication channel contact person (hereinafter "Form"). We at FSC Global Development GmbH ("FSC GD", "we", "us") respect your privacy and want you to understand how we collect, use, and share personal data about you in compliance with applicable data protection laws in relation to the use of the Form.

This Privacy Statement covers our data collection practices and describes your rights to access, correct, or restrict our use of your personal data. Except where we provide you a link to a different privacy statement or reference to other privacy documentation, this Privacy Statement applies when you fill out the Form. By filling-out the Form, you are accepting the practices described in this Privacy Statement.

### **Table of Contents:**

1. Description
2. What Personal Data We Collect
3. How We Collect Your Personal Data
4. How We Use Your Personal Data
5. Who We Share Your Personal Data With
6. How Long We Keep Your Personal Data
7. Security
8. Your Rights
9. How To Contact Us
10. Changes in our Privacy Statement

#### **1. Description**

The Form is used to enable Certificate Holders or sublicensees under the FSC Certificate Scheme to identify the correct communication channel for point of contact for FSC Search, primary contact for FSC, designated staff for Marketing & Communications and for Notifications & Legal Notices (hereinafter "**Purpose**").

The duties of hosting, maintenance and data processing are conducted by FSC (FSC International IT Services of FSC Global Development GmbH). The information is maintained on servers located in Europe.

FSC GD is the '**controller**' of the personal data you provide under the Purpose of this Privacy Statement and *Microsoft* acts in a function of a '**processor**' in performing the Purpose of this Privacy Statement.

#### **2. What Personal Data We Collect**

In order to fulfill the Purpose of this Privacy Statement, we may need to collect or store some personal data. The personal data we process can include the following:

- Full name (title, first name, middle name, last name)
- Company name
- Contact person (e.g., name, position, mobile number)
- Contact details (e.g., address)
- Telephone number
- E-mail
- E-mail exchange
- Certification details

We will not collect any personal data from you that we do not need to provide and oversee this Service to you.

### 3. How We Collect Your Personal Data

We process personal data provided to us directly by you or through the Form or follow-up communication. By filling out the form to provide us your consent in accordance with Art. 6 para 1 lit. a GDPR to process your personal data for the Purpose indicated in this privacy statement.

If the personal data you provided needs to be corrected, please, indicate the changes by sending the email to [privacy@fsc.org](mailto:privacy@fsc.org).

### 4. How We Use Your Personal Data

We are not using your personal data for anything else beyond the Purpose or the processing described in this Privacy Statement. Our technical staff will use the log files for purposes of trouble shooting, and for providing help to end users.

We are processing your personal data based on our legitimate interest (Art. 6 para. 1 lit. f GDPR) except when FSC GD interests are overridden by your interests, fundamental rights and freedoms. In case FSC cannot process the data based on legitimate interest, FSC GD will collect your consent (Art. 6 para. 1 lit. a GDPR) before processing your data or will process the data only if it is necessary for compliance with legal obligation (Art. 6 para. 1 lit. c GDPR).

### 5. Who We Share Your Personal Data With

All personal data we process for the Purpose of this Privacy Statement is processed by staff of FSC GD, FSC Group, and relevant national and regional FSC Network Partners for the purposes of described above.

If the personal data that we collect from you needs to be transferred to, and processed by a processor based outside of the European Economic Area (EEA), we will take steps, such as including contractual clauses into our contracts with such processors or controllers, that would ensure that your personal data is safe and treated securely and in accordance with this Privacy Statement. Other than that, we do not share the personal data with other third parties, unless described in this Privacy Statement or is required to do so by law.

### 6. How Long We Keep Your Personal Data

We will keep your personal data only for as long as it is necessary for the processing. However, in certain situations, FSC is obliged to keep the records for six (6) years if those records are business related and for ten (10) years if tax related. If the data is related to the certification information, in line with the FSC normative framework we will keep it for ten (10) years beyond the termination of your relationship with FSC.

### 7. Security

We are committed to ensuring the privacy of your personal data. In order to prevent unauthorized access or disclosure, we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the personal data we collect online.

### 8. Your Rights

We would like to make sure you are fully aware of all your data protection rights. You are entitled to the following:

- **The right to access** enables you to receive information on whether we process your personal data as well as a copy of the personal data we process about you.
- **The right to rectification** enables you to have any incomplete or inaccurate personal data we hold about you corrected, though we may need to verify the accuracy of the new personal data you provide to us.

- **The right to erasure** enables you to ask us to delete or remove personal data where there is not a good reason or legitimate interest for us to continue to process it.
- **The right to restrict processing** enables you to ask us to suspend the processing of your personal data under specific circumstances.
- **The right to data portability** enables you to request that we provide you or a third party of your choosing with the personal data which you have provided to us (in a structured, commonly used, machine-readable format).
- **The right to object** enables you to object to our processing of your personal data where we rely on our legitimate interest as legal basis. In some cases, we may demonstrate that we have compelling legitimate grounds to process your personal data which override your rights and freedoms.
- **The right to make a complaint** to the competent data protection authority. We would, however, appreciate the chance to deal with your concerns so if you have any questions or concerns regarding our processing of your personal data please contact us at [privacy@fsc.org](mailto:privacy@fsc.org).

If you would like to exercise one of your data protection rights, please do not hesitate to contact us at [privacy@fsc.org](mailto:privacy@fsc.org) or our Data Protection Officer at the contact details set out below.

## 9. How to Contact Us

If you have questions about this Privacy Statement, the personal data we hold on you, or you would like to exercise one of your data protection rights, please do not hesitate to contact us:

Email us at: [privacy@fsc.org](mailto:privacy@fsc.org)

### Postal Address and further company details:

FSC Global Development GmbH,

Adenauerallee 134, 53113 Bonn, Germany  
Phone: 0049 (0) 228 36766 0  
Fax: 0049 (0) 228 36766 30  
Managing Director: Kim Bering Becker Carstensen  
Commercial register: Bonn HRB 15990  
VAT-Ident-No: DE258067376

If you have a complaint about our use of your personal data, please contact our Data Protection Officer to address your complaint:

Scheja & Partner Rechtsanwälte

Mr. Boris Reibach  
Adenauerallee 136, 53113 Bonn  
Tel.: +49 (0) 228-227 226-0  
Fax: +49 (0) 228-227 226-26  
E-mail: [info@scheja-partner.de](mailto:info@scheja-partner.de)  
Contact form: <http://www.scheja-partner.de/kontakt/kontakt.html>  
Website: [www.scheja-partner.de](http://www.scheja-partner.de)

## 10. Changes to our Privacy Statement

We reserve the right to unilaterally change this Privacy Statement from time to time to ensure that it complies with current legal requirements or to implement changes to our Services in the Privacy Statement, for example, when introducing new services.

Please regularly check this Privacy Statement for possible updates.

This Privacy Statement was last updated on 6 July 2023.