



## License Agreement for the FSC® Certification Scheme / Contrato de Licença para o Esquema de Certificação FSC®

Between / Entre

- (1) FSC Global Development GmbH, Adenauerallee 134, 53113 Bonn, Germany, represented by the Managing Directors, Dr. Subhra Bhattacharjee and Ms. Marion Barriskell,

- hereinafter / doravante denominado: “FSC GD” -

And / E

- (2) Sulamericana Industrial EIRELI

Rua Nurollah Soltani, 19, Vila Santa Eliza, Bairro Aterrado, Mogimirim, São Paulo, BRAZIL, 13801-255

Represented by Luis Aniceto Custódio

License code

- hereinafter / doravante denominado: ‘Licensee’ / “Licenciado”

- FSC GD and Licensee hereinafter individually or jointly also referred to as ‘Party’ or ‘Parties’ / FSC GD e o Licenciado, individual ou conjuntamente, também doravante denominado(s) de “Parte” ou “Partes”

### 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,

### Preâmbulo

**Considerando que**, o Forest Stewardship Council A.C. (doravante denominado “FSC AC”), com sede em Calle Margarita Maza de Juárez nº 436, Col. Centro, 68000 Oaxaca, México, é uma organização de membros internacional, sem fins lucrativos, criada para promover o manejo das florestas do mundo de forma ambientalmente apropriada, socialmente benéfica, economicamente viável e globalmente sustentável. O FSC AC estabeleceu o Grupo FSC e desenvolveu o Esquema de Certificação FSC, que apoia o manejo responsável dos recursos florestais mundiais.

**Considerando que**, o FSC GD é uma sociedade de responsabilidade limitada, de propriedade integral do FSC AC, constituída de acordo com a lei alemã e registrada no registro comercial do Foro da Comarca de Bonn sob o número HRB 15990. O FSC GD está gerenciando o Programa de Licenciamento FSC, o qual inclui o licenciamento das Marcas Comerciais do FSC para os Detentores de Certificado.

**Considerando que**, o FSC International Center gGmbH (doravante denominado “FSC IC”) é uma sociedade de responsabilidade limitada, sem fins

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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 regards 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 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 for Certification Bodies.

**Whereas**, Licensee is the individual or legal entity seeking or already having obtained FSC Certification and 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 also contains elements governing the relationship of Licensee with other entities of the FSC Group. This Agreement also 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 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, a valid Certification Agreement and when a positive decision was taken and maintained by the Certification Body *vis-à-vis* Licensee's compliance

lucrativos, de propriedade integral do FSC AC, constituída de acordo com a lei alemã e registrada no registro comercial do Foro da Comarca de Bonn sob o número HRB 12589, com sede em Adenauerallee 134, 53113 Bonn, Alemanha. FSC IC desenvolve princípios e padrões para o Esquema de Certificação FSC e cumpre suas funções de caridade, na acepção do Código Fiscal Alemão, por meio da promoção da ecologia e do meio ambiente, em particular no que diz respeito às florestas do mundo em prol do bem comum. Isso inclui fornecer a liderança e o desenvolvimento do programa de políticas e padrões do FSC. Além disso, o FSC IC está promovendo a implementação de programas educacionais e outros programas de treinamento profissional que apoiam a conservação dos recursos florestais. Adicionalmente, o FSC IC realiza atividades de captação de recursos relacionadas ao seu objetivo de caridade.

**Considerando que**, ASI - Assurance Services International GmbH (doravante denominada "**ASI**") é uma sociedade de responsabilidade limitada, de propriedade integral do FSC AC, constituída de acordo com a lei alemã e registrada no registro comercial do Tribunal Distrital de Bonn sob o número HRB 13790, com sede em Friedrich-Ebert-Allee 65, 53113 Bonn, Alemanha. A ASI está encarregada de conduzir determinados serviços de acreditação e garantia, que incluem a verificação do cumprimento dos requisitos de acreditação aplicáveis aos Organismos de Certificação.

**Considerando que**, o Licenciado é a pessoa física ou jurídica que busca ou já obteve a Certificação FSC e compromete-se a promover o manejo ambientalmente apropriado, socialmente benéfico e economicamente viável das florestas do mundo e a abster-se e dissociar-se de práticas florestais inaceitáveis e da violação dos princípios e critérios do Esquema de Certificação FSC (FSC-STD-01-001).

**Considerando que**, este Contrato rege os direitos e obrigações entre o Licenciado e o FSC GD para Certificação FSC. Este Contrato também contém elementos que regem o relacionamento do Licenciado com outras entidades do Grupo FSC. Este Contrato também faz referência ao Contrato de Certificação já celebrado, ou a ser celebrado pelo Licenciado e um Organismo de Certificação para obter ou manter a Certificação FSC. O Esquema de Certificação FSC é gerenciado pelo Grupo FSC e a conformidade do Licenciado com os Requisitos de Certificação é regular e independentemente verificada por um Organismo de Certificação. A Certificação FSC somente pode ser concedida quando o Licenciado possui um Contrato de Licença válido para o Esquema de Certificação FSC, um Contrato de Certificação válido e quando uma decisão positiva foi tomada e mantida pelo Organismo de Certificação em

with the Certification Requirements. This Agreement contains a non-exclusive license, subject to limitations set forth later 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 Parties 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. **'Agreement'** means this License Agreement for the FSC Certification Scheme with its Annexes and also the Certification Requirements, which in particular include, the Policy for the Association, in their most recent versions. All such documents form an integral part of this Agreement. A list of the applicable Certification Requirements 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>.
- 1.2. **'Advice Note on False Claims'** means FSC-ADVICE-40-004-18, included in FSC-DIR-04-004 (a Directive is a collection of several Advice Notes), which outlines the concept and consequences for a Licensee 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). Upon the next revision of FSC-STD-40-004, the FSC-ADVICE-40-004-18 will be incorporated into FSC-STD-40-004. After this incorporation the concept and consequences of the Advice on False Claims continue to apply to Licensee.
- 1.3. **'Affiliated Companies'** means companies controlled by Licensee and companies controlling Licensee. Control 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.

relação à conformidade do Licenciado com os Requisitos de Certificação. Este Contrato contém uma licença não exclusiva, sujeita às limitações definidas posteriormente neste documento com os relativos direitos e obrigações, para o uso dos Materiais Licenciados em conjunto com os Produtos Certificados pelo FSC e a promoção de Produtos Certificados pelo FSC, desde que os Requisitos de Certificação sejam cumpridos. Este Contrato também contém obrigações para as Partes garantirem a integridade do Esquema de Certificação FSC e a conformidade com os requisitos legais.

**Agora, portanto**, em consideração ao preâmbulo, as Partes concordam com o seguinte:

### 1. Definições

- 1.1. **"Contrato"** refere-se ao presente Contrato de Licença para o Esquema de Certificação FSC com seus Anexos e também aos Requisitos de Certificação, que incluem, em particular, a Política para a Associação, em suas versões mais recentes. Todos esses documentos fazem parte integrante deste Contrato. Uma lista de Requisitos de Certificação aplicáveis também será fornecida pelo Organismo de Certificação e pode ser encontrada no **Anexo 2** e, sempre em sua versão mais recente, em <https://fsc.org/en/normative-framework-overview>.
- 1.2. **"Recomendação sobre Declarações Falsas"** refere-se ao FSC-ADVICE-40-004-18, incluída na FSC-DIR-04-004 (uma Diretriz é uma coleção de várias Recomendações), que descreve o conceito e as consequências para um Licenciado que comete Declarações Falsas. A Recomendação sobre Declarações Falsas, que constitui uma parte essencial dos Requisitos de Certificação, pode ser encontrada no **Anexo 5** e é sempre aplicável em sua versão mais recente, que está disponível na FSC-DIR-40-004 em [fsc.org/en/document-centre](https://fsc.org/en/document-centre). Após a próxima revisão da FSC-STD-40-004, a FSC-ADVICE-40-004-18 será incorporada à FSC-STD-40-004. Após esta incorporação, o conceito e as consequências da Recomendação sobre Declarações Falsas continuam a ser aplicados ao Licenciado.
- 1.3. **"Empresas Afiliadas"** refere-se a empresas controladas pelo Licenciado e empresas que controlam o Licenciado. Controle, a esse respeito, significa a posse de poder para dirigir, restringir, regular, governar ou administrar o desempenho da outra empresa por meio de autoridade, direitos, contrato ou outros meios.

- 1.4. **'Blocked'** means the restriction for Licensee or former licensee from carrying out processes or activities that are included within the scope of their 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 COC 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 Licensee and a Certification Body for the purpose of obtaining and maintaining FSC Certification.
- 1.7. **'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 in order to allow Licensee 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 Public Search, in line with data protection requirements: 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 and any other information required in the Certification Requirements.
- 1.8. **'Certification Requirements'** mean all requirements that must be met by Licensee 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)
- 1.4. **"Bloqueado"** refere-se à restrição para o Licenciado ou ex-Licenciado de realizar processos ou atividades que estejam incluídos no escopo de sua Certificação FSC, e a prevenção de reentrada no sistema FSC por meio de re-certificação ou tornando-se um membro de uma certificação COC em grupo ou multi-site, ou tornando-se um contratante para outros Detentores de Certificados com Certificação FSC válida.
- 1.5. **"Detentor de Certificado"** refere-se a uma pessoa física ou jurídica com Certificação FSC.
- 1.6. **"Contrato de Certificação"** refere-se a um contrato mútuo, celebrado entre o Licenciado e um Organismo de Certificação, com o objetivo de obter e manter a Certificação FSC.
- 1.7. **"Dados de Certificação"** refere-se a todos os detalhes do Detentor de Certificado e de sua Certificação FSC, sob o Esquema de Certificação FSC, que são tratados pelo Organismo de Certificação para permitir que o Licenciado participe do Esquema de Certificação FSC e que são necessários para garantir a conformidade com os Requisitos de Certificação, e identificar inequivocamente o Detentor de Certificado com seu escopo de Certificação FSC. Para permitir que produtores e consumidores verifiquem o status e o escopo de uma Certificação FSC, os seguintes detalhes devem ser disponibilizados na Pesquisa Pública FSC (FSC Public Search), de acordo com os requisitos de proteção de dados: nome(s), endereço, informações de contato do Licenciado, website, código da licença, código do certificado, tipo de certificado, tipos de Produtos Certificados pelo FSC, espécies, sistema de controle, atividade primária, atividade secundária, categoria de saída, padrão, primeira e última data de emissão, data de validade, nome do Organismo de Certificação responsável, limite e polígonos das unidades de manejo certificadas, resumos públicos de relatórios de auditoria, avaliação de risco da empresa, status da Certificação FSC, status da licença e qualquer outra informação exigida nos Requisitos de Certificação.
- 1.8. **"Requisitos de Certificação"** refere-se a todos os requisitos que devem ser atendidos pelo Licenciado para se qualificar, a obter e manter a Certificação FSC. Os Requisitos de Certificação são revisados de acordo com o FSC-PRO-01-001 e incluem todos os documentos (por exemplo, Políticas, Padrões, Diretrizes, Recomendações, Documentos de Orientação, Interpretações e qualquer outra documentação

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](http://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](http://fsc.org/en/document-centre).

- 1.9. **‘Certification Body’** means a legal entity accredited against 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 Licensee with the Certification Requirements to take a decision on whether Licensee should receive and maintain FSC Certification. After a positive decision on FSC Certification, the Certification Body regularly and independently verifies the compliance of Licensee with the Certification Requirements in order to maintain the FSC Certification. For the avoidance of doubt, the Certification Body is not part of the FSC Group.
- 1.9. **“Organismo de Certificação”** refere-se a uma pessoa jurídica credenciada nos termos do Esquema de Certificação FSC por e com base na decisão da ASI, e que executa serviços de avaliação de conformidade tal como definido em FSC-STD-20-001 e no Contrato de Certificação. O Organismo de Certificação verifica inicial e independentemente o cumprimento dos Requisitos de Certificação por parte do Licenciado para tomar uma decisão sobre se o Licenciado deve receber e manter a Certificação FSC. Após uma decisão positiva sobre a Certificação FSC, o Organismo de Certificação verifica regular e independentemente a conformidade do Licenciado com os Requisitos de Certificação, a fim de manter a Certificação FSC. Para evitar dúvidas, o Organismo de Certificação não faz parte do Grupo FSC.
- 1.10. **‘Effective Date’** means the date when this Agreement comes into force as provided for in Section 21 below.
- 1.10. **“Data Efetiva”** refere-se à data em que este Contrato entra em vigor, conforme previsto na Seção 21 abaixo.
- 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 is different 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.
- 1.11. **“Declaração Falsa”** refere-se uma Declaração FSC realizada em documentos de vendas (físicos ou eletrônicos) ou ao uso de Marcas Comerciais FSC, em produtos e em projetos que não sejam elegíveis para serem declarados, rotulados e/ou promovidos como certificados pelo FSC ou como Madeira Controlada FSC (FSC Controlled Wood). Uma Declaração Falsa é diferente de uma declaração imprecisa, na qual um produto certificado pelo FSC, que pode ser comercializado como tal, é vendido com a Declaração FSC errada.
- 1.12. **‘FSC Certification’** means the resulting status of an individual or legal entity which 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.
- 1.12. **“Certificação FSC”** refere-se ao status resultante de uma pessoa física ou jurídica que celebrou com êxito um Contrato de Certificação, está em conformidade com os Requisitos de Certificação e possui um Contrato de Licença válido para o Esquema de Certificação FSC.
- 1.13. **‘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
- desenvolvida pelo Grupo FSC) necessários para operar o Esquema de Certificação FSC. Uma lista dos Requisitos de Certificação aplicáveis será fornecida pelo Organismo de Certificação e pode ser encontrada no **Anexo 2** e, sempre em sua versão mais recente, em [fsc.org/normative-framework-overview](http://fsc.org/normative-framework-overview). Todos os documentos que fazem parte dos Requisitos de Certificação estão disponíveis, sempre em suas versões mais recentes, em [fsc.org/en/document-centre](http://fsc.org/en/document-centre).
- 1.13. **“Esquema de Certificação FSC”** refere-se ao esquema gerenciado pelo Grupo FSC para permitir a certificação independente de terceira parte do manejo florestal ambientalmente apropriado, socialmente benéfico e

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:

- 1.13.1. application, evaluation, monitoring and independent certification against the Certification Requirements; and
- 1.13.2. 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.
- 1.14. **'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 labeled 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.
- 1.15. **'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 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.
- 1.16. **'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 is also agreed to serve 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/>.
- 1.17. **'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.

economicamente viável como um mecanismo de mercado que permite que produtores e consumidores identifiquem e comprem produtos florestais madeireiros e não madeireiros de florestas bem manejadas. O Esquema de Certificação FSC inclui o seguinte:

- 1.13.1. aplicação, avaliação, monitoramento e certificação independente em relação aos Requisitos de Certificação; e
- 1.13.2. desenvolvimento e gerenciamento de documentos normativos e não normativos (por exemplo, Políticas, Padrões, Procedimentos, Diretrizes, Recomendações, Documentos de Orientação, Interpretações) necessários para operar o Esquema de Certificação FSC.
- 1.14. **"Produto Certificado FSC"** é um produto que está em conformidade com todos os Requisitos de Certificação aplicáveis e é elegível para ser vendido com as Declarações FSC e/ou ser rotulado e promovido com as Marcas Comerciais FSC. A Madeira Controlada FSC, conforme definido em FSC-STD-40-005 e FSC-STD-30-010, não é considerada um Produto Certificado FSC.
- 1.15. **"Banco de Dados de Certificação FSC"** é um sistema de computador que contém entre outros, informações sobre os Dados de Certificação, os Organismos de Certificação, os Detentores de Certificado e outros detentores de licenças. Inclui uma função de pesquisa acessível ao público em [info.fsc.org](http://info.fsc.org) ("**Pesquisa Pública FSC**") e que permite que produtores, comerciantes e consumidores verifiquem o status e o escopo de uma Certificação FSC, além de fornecer transparência para as partes interessadas.
- 1.16. **"Portal de Certificação FSC"** é uma interface informática cuja função principal é permitir a assinatura eletrônica, administração, execução e aplicação deste Contrato. Também foi acordado servir como o principal canal de comunicação entre o FSC GD e todos os Detentores de Certificado, incluindo o Licenciado, em relação aos Requisitos de Certificação e outros aspectos relativos à relação contratual. É possível acessá-lo através da página <https://connect.fsc.org/>.
- 1.17. **"Declaração FSC"** é uma declaração feita em documentos de vendas e entrega para Produtos Certificados FSC ou Madeira Controlada FSC (FSC Controlled Wood). As declarações são: FSC 100%, FSC Misto x%, FSC Reciclado x%, FSC Crédito Misto, FSC Crédito Reciclado e Madeira Controlada FSC (FSC Controlled Wood).



- 1.18. **'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).
- 1.19. **'FSC Group'** refers to FSC AC, FSC GD, FSC IC and ASI.
- 1.20. **'FSC Trademarks'** mean all trademarks worldwide, no matter whether registered or unregistered, owned by FSC IC or FSC AC or any of its subsidiaries.
- 1.21. **'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.
- 1.22. **'FSC Trademark Portal'** is the web-based support system found at [trademarkportal.fsc.org](http://trademarkportal.fsc.org) for 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.
- 1.23. **'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 or the FSC Group.
- 1.24. **'Inspection'** means access by the FSC Group and/or its appointed delegates/auditors to Licensee's information, documents, premises, personnel and systems. Inspections are limited to verify Licensee's conformance with the Certification Requirements.
- 1.25. **'Policy for the Association'** means the requirements set out in FSC-POL-01-004 which are the core principles and values any
- 1.18. **"Rede FSC"** refere-se à rede global que apoia a missão do Grupo FSC, que consiste no próprio Grupo FSC, na Fundação Indígena FSC (FSC Indigenous Foundation), na FSC Investments and Partnerships Inc. e em outras organizações parceiras regionais e nacionais listadas em [fsc.org/en/page/locations](http://fsc.org/en/page/locations).
- 1.19. **"Grupo FSC"** refere-se ao FSC AC, FSC GD, FSC IC e ASI.
- 1.20. **"Marcas Comerciais FSC"** referem-se a todas as marcas comerciais em todo o mundo, independentemente de registradas ou não, pertencentes ao FSC IC ou FSC AC, ou a qualquer uma de suas subsidiárias.
- 1.21. **"Kit de Ferramentas de Comunicação e Marketing do FSC"** refere-se a uma plataforma de compartilhamento para insights de marketing e comunicação, campanhas de sustentabilidade, imagens, ferramentas de marketing e recursos criativos em escala global disponível em [marketingtoolkit.fsc.org](http://marketingtoolkit.fsc.org). O acesso ao Kit de Ferramentas de Comunicação e Marketing é fornecido pelo Organismo de Certificação.
- 1.22. **"Portal de Marcas Comerciais FSC"** é o sistema de suporte na Web encontrado em [trademarkportal.fsc.org](http://trademarkportal.fsc.org) para que o Licenciado acesse os Materiais Licenciados, os materiais de suporte e a versão mais recente da Lista de Registro de Marcas Comerciais. O acesso ao Portal de Marcas Comerciais FSC é fornecido pelo Organismo de Certificação.
- 1.23. **"Materiais Licenciados"** representam as Marcas Comerciais FSC que são licenciadas abrangidas por este Contrato, conforme estabelecido no **Anexo 1**. As cores, formatos, posicionamento, símbolo distintivo e usos das Marcas Comerciais FSC são estabelecidas neste Contrato e são complementadas pela Lista de Registro de Marcas Comerciais, os Requisitos de Uso de Marcas Comerciais e outras instruções que possam vir do Organismo de Certificação ou do Grupo FSC.
- 1.24. **"Inspeção"** significa acesso do Grupo FSC e/ou de seus representantes/auditores designados às informações, documentos, instalações, pessoal e sistemas do Licenciado. As inspeções são limitadas à verificação da conformidade dos Requisitos de Certificação por parte do Licenciado.
- 1.25. **"Política para a Associação"** significa os requisitos estabelecidos em FSC-POL-01-004, que são os princípios e valores fundamentais

organization associated with FSC must comply with and are therefore specifically highlighted herein. The Policy for the 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).

- 1.26. **'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.
- 1.27. **'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).
- 1.28. **'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 labeling and the promotion of FSC-Certified Products and FSC Certification.
- 1.29. **'Transaction Verification Data'** includes information specific to a transaction of purchase 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 number 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 labeling on FSC-Certified Products and for promotional use worldwide (hereinafter the **'Granted Rights'**) under the conditions set forth in Section 3 and in accordance with the current Certification Requirements, Trademark Use Requirements, and Trademark Registration List.

que qualquer organização associada ao FSC deve cumprir e, portanto, são especificamente destacados aqui. A Política para a Associação, que constitui uma parte importante dos Requisitos de Certificação, pode ser encontrada no **Anexo 3** e é sempre aplicável na sua versão mais recente, que está disponível em [fsc.org/en/document-centre](http://fsc.org/en/document-centre).

- 1.26. **"Terceiro"** ou **"Terceiros"** refere-se a todas as outras partes (isto é, indivíduos, organizações, empresas ou grupos de pessoas) que não são parte deste Contrato.
- 1.27. **"Lista de Registro de Marcas Comerciais"** é uma tabela com informações sobre a Marca Comercial FSC, indicando o status do registro da marca por país, classificado por região, e pode ser encontrado no Portal de Marcas Comerciais FSC na Web, em sua versão mais recente em [trademarkportal.fsc.org](http://trademarkportal.fsc.org).
- 1.28. **"Requisitos de Uso de Marcas Comerciais"** refere-se às regras aplicáveis a todos os Detentores de Certificado para o uso dos Materiais Licenciados, conforme estabelecido no FSC-STD-50-001 e nos documentos a ele relacionados, que estabelecem os requisitos mínimos e fornecem recomendações para o uso dos Materiais Licenciados para rotulagem no produto e a promoção de Produtos Certificados FSC e da Certificação FSC.
- 1.29. **"Dados de Verificação de Transação"** inclui informações específicas de uma transação de compra ou venda de Produtos Certificados FSC de acordo com os Requisitos de Certificação, incluindo, entre outros, o número do documento da transação (número da fatura, número de rastreio, etc.), data da transação, preços, descrição do material ou do produto, espécies de madeira, quantidades e unidades de transação, declaração de certificação específica, número de licença do FSC do parceiro comercial e tipo de produto.

## 2. Licença para usar os Materiais Licenciados

- 2.1. O FSC GD concede ao Licenciado uma licença livre de direitos autorais, revogável, não exclusiva e intransferível para usar os Materiais Licenciados para Declarações FSC, para rotulagem no produto de Produtos Certificados FSC e para uso promocional em todo o mundo (doravante denominados **"Direitos Concedidos"**), nas condições estabelecidas na Seção 3 e de acordo com os atuais Requisitos de Certificação, Requisitos de Uso de Marcas Comerciais e Lista de Registro de Marcas Comerciais.



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| <p>2.2. The assignment, sale and transfer of the Granted Rights to Third Parties or the sublicense of the Granted Rights to Third Parties is not permitted without FSC GD's prior written approval.</p>   | <p>2.2. A atribuição, venda e transferência dos Direitos Concedidos a Terceiros ou a sublicença dos Direitos Concedidos a Terceiros não são permitidas sem a aprovação prévia por escrito do FSC GD.</p>   |
| <p>2.3. For the avoidance of doubt, the use of the Licensed Materials is especially prohibited in connection with:</p>  | <p>2.3. Para evitar dúvidas, o uso dos Materiais da Licença é especialmente proibido em relação a:</p>   |
| <p>2.3.1. any product that falls outside of the scope of Licensee's FSC Certification;</p>  | <p>2.3.1. qualquer produto que esteja fora do escopo da Certificação FSC do Licenciado;</p>  |
| <p>2.3.2. any product with labelling or packaging that misidentifies the composition of the product;</p>  | <p>2.3.2. qualquer produto com rotulagem ou embalagem que identifique incorretamente a composição do produto;</p>  |
| <p>2.3.3. any product that is not eligible to be sold with FSC Claims and to be labeled and promoted with the FSC Trademarks;</p>   | <p>2.3.3. qualquer produto que não seja elegível para ser vendido com Declarações FSC e ser rotulado e promovido com as Marcas Comerciais FSC;</p>   |
| <p>2.3.4. any False Claims on sales documents as defined in FSC-STD-20-011;</p>   | <p>2.3.4. quaisquer Declarações Falsas nos documentos de vendas, conforme definido em FSC-STD-20-011;</p>  |
| <p>2.3.5. any products produced or sold, or promotional use of the Licensed Materials while the Granted Rights under this Agreement are suspended pursuant to Section 14 below or after the termination of this Agreement pursuant to Section 15 below;</p> | <p>2.3.5. quaisquer produtos produzidos ou vendidos, ou o uso promocional dos Materiais Licenciados, enquanto os Direitos Concedidos abrangidos por este Contrato estiverem suspensos de acordo com a Seção 14 abaixo ou após a rescisão deste Contrato de acordo com a Seção 15 abaixo;</p> |
| <p>2.3.6. 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.</p>  | <p>2.3.6. quaisquer produtos produzidos ou vendidos, ou o uso promocional dos Materiais Licenciados enquanto a Certificação FSC estiver suspensa ou após a Certificação FSC ser terminada.</p>   |
| <p>2.4. FSC GD warrants to Licensee that it has been authorized to license the Granted Rights to Licensee under this Agreement.</p>   | <p>2.4. O FSC GD garante ao Licenciado que foi autorizado a licenciar os Direitos Concedidos ao Licenciado abrangidos por este Contrato.</p>   |
| <p>2.5. 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.</p>      | <p>2.5. O FSC GD garante ainda ao Licenciado que, segundo o conhecimento do FSC GD no momento da Data Efetiva, o uso dos Materiais Licenciados não viola nenhum direito de marca comercial de Terceiros, pré-existente ou previamente registrado.</p>  |

**3. Status of the Agreement and FSC Certification**

**3. Status do Contrato e da Certificação FSC**

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| <p>3.1. Licensee's FSC Certification can have the following status:</p> <ul style="list-style-type: none"> <li>- Valid;</li> <li>- Suspended;</li> <li>- Terminated;</li> </ul> | <p>3.1. A Certificação FSC do Licenciado pode ter o seguinte status:</p> <ul style="list-style-type: none"> <li>- Válido;</li> <li>- Suspenso;</li> <li>- Terminado;</li> </ul> |
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| <ul style="list-style-type: none"> <li>- Suspended and Blocked;</li> <li>- Terminated and Blocked.</li> </ul>   | <ul style="list-style-type: none"> <li>- Suspenso e Bloqueado;</li> <li>- Terminado e Bloqueado.</li> </ul>  |
| <p>3.2. The Agreement can have the following status:</p> <ul style="list-style-type: none"> <li>- Valid;</li> <li>- Valid with suspended Granted Rights;</li> <li>- Terminated.</li> </ul>  | <p>3.2. O Contrato pode ter o seguinte status:</p> <ul style="list-style-type: none"> <li>- Válido;</li> <li>- Válido com suspensão dos Direitos Concedidos;</li> <li>- Terminado.</li> </ul>  |
| <p>3.3. 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.</p>   | <p>3.3. Para evitar dúvidas, o Licenciado está autorizado a usar os Direitos Concedidos abrangidos por este Contrato, apenas se a Certificação FSC do Licenciado tiver um status válido.</p>   |
| <p>3.4. FSC Certification can only have a valid status if the following conditions are cumulatively met:</p> <ul style="list-style-type: none"> <li>(i) Licensee has accepted all terms and conditions of this Agreement,</li> <li>(ii) the Granted Rights have not been suspended,</li> <li>(iii) Licensee has entered into a Certification Agreement and</li> <li>(iv) Licensee's operations comply with the Certification Requirements.</li> </ul>               | <p>3.4. A Certificação FSC só pode ter um status válido se as seguintes condições forem cumpridas cumulativamente:</p> <ul style="list-style-type: none"> <li>(i) o Licenciado aceitou todos os termos e condições deste Contrato,</li> <li>(ii) os Direitos Concedidos não foram suspensos,</li> <li>(iii) o Licenciado celebrou um Contrato de Certificação e</li> <li>(iv) as operações do Licenciado cumprem os Requisitos de Certificação.</li> </ul>             |
| <p>3.5. The status of the Granted Rights under this Agreement is dependent upon the status of Licensee's FSC Certification as published on the FSC Public Search. Therefore, if the FSC Certification is suspended or terminated, the Granted Rights are <i>ipso facto</i> suspended without further notice.</p>  | <p>3.5. O status dos Direitos Concedidos abrangidos por este Contrato depende do status da Certificação FSC do Licenciado, conforme publicado na Pesquisa Pública FSC. Portanto, se a Certificação FSC for suspensa ou terminada, os Direitos Concedidos serão <i>ipso facto</i> suspensos sem aviso prévio.</p>   |
| <p>3.6. Notwithstanding Section 3.5, the Granted Rights may be suspended pursuant to Section 14 below or this Agreement may be terminated pursuant to Section 15 below. In such an event, the FSC Certification status will also <i>ipso facto</i> be affected. As a result, if the Granted Rights are suspended, the FSC Certification is <i>ipso facto</i> suspended. If this Agreement is terminated, the FSC Certification is <i>ipso facto</i> terminated.</p> | <p>3.6. Não obstante a Seção 3.5, os Direitos Concedidos podem ser suspensos de acordo com a Seção 14 abaixo ou este Contrato pode ser terminado de acordo com a Seção 15 abaixo. Neste caso, o status da Certificação FSC também será <i>ipso facto</i> afetado. Como resultado, se os Direitos Concedidos forem suspensos, a Certificação FSC é <i>ipso facto</i> suspensa. Se este Contrato for terminado, a Certificação FSC será <i>ipso facto</i> terminada.</p> |
| <p>3.7. Notwithstanding Sections 3.5 and 3.6, the FSC Certification shall be terminated when Licensee does not hold a valid Certification Agreement with a Certification Body.</p>  | <p>3.7. Não obstante as Seções 3.5 e 3.6, a Certificação FSC deve ser terminada quando o Licenciado não possuir um Contrato de Certificação válido com um Organismo de Certificação.</p>   |
| <p>3.8. The suspension of the Granted Rights pursuant to Sections 3.5 and 3.6 does not affect the other obligations of both Parties under this Agreement.</p>   | <p>3.8. A suspensão dos Direitos Concedidos de acordo com as Seções 3.5 e 3.6 não afeta as outras obrigações de ambas as Partes abrangidas por este Contrato.</p>  |
| <p>3.9. During and after the Term of this Agreement, FSC GD is expressly entitled to publish the Certification Data in the FSC Public Search in order to demonstrate Licensee's status of the</p>   | <p>3.9. Durante a Vigência e após o fim do Prazo deste Contrato, o FSC GD tem expressamente o direito de publicar os Dados de Certificação na Pesquisa Pública FSC, a fim de demonstrar o</p>  |

FSC Certification. Certification Data shall remain in the FSC Public Search for seven (7) years after termination or expiration of this Agreement.

status da Certificação FSC do Licenciado. Os Dados de Certificação devem permanecer na Pesquisa Pública FSC por sete (7) anos após o término ou expiração deste Contrato.

#### 4. FSC Trademark Services

#### 4. Serviços de Marcas Comerciais FSC

4.1. The Parties acknowledge that the Certification Body provides 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 context to trademark usage. In this regard, the Certification Body provides the following services:

4.1. As Partes reconhecem que o Organismo de Certificação fornece verificações de conformidade em relação ao uso dos Materiais Licenciados em nome do FSC GD. O Organismo de Certificação deve ser, portanto, o primeiro ponto de contato do Licenciado no que diz respeito ao contexto do uso da marca comercial. Nesse sentido, o Organismo de Certificação fornece os seguintes serviços:

4.1.1. reviews and approves Licensee's proposed use of the Licensed Materials according to the Certification Requirements and the Trademark Use Requirements in their most current version; and

4.1.1. analisa e aprova o uso proposto pelo Licenciado dos Materiais Licenciados, de acordo com os Requisitos de Certificação e os Requisitos de Uso de Marcas Comerciais em sua versão mais recente; e

4.1.2. provides support with regard to 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.

4.1.2. fornece suporte em relação ao uso dos Materiais Licenciados e acesso aos Materiais Licenciados, bem como materiais de apoio, inclusive através do Portal de Marcas Comerciais FSC e do Kit de Ferramentas de Comunicação e Marketing do FSC.

4.2. FSC GD reserves the right to perform the functions mentioned in Sections 4.1.1 and 4.1.2 above in order 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 Licensee.

4.2. O FSC GD reserva-se o direito de desempenhar as funções mencionadas nas Seções 4.1.1 e 4.1.2 acima, a fim de proteger suas marcas comerciais em favor do Esquema de Certificação FSC. Caso o FSC GD decida executar as funções acima, a decisão tomada pelo FSC GD deve substituir qualquer decisão tomada pelo Organismo de Certificação sobre o mesmo assunto e deve ser comunicada ao Licenciado.

#### 5. Incorporation and Modification of Certification Requirements

#### 5. Incorporação e Modificação de Requisitos de Certificação

5.1. 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).

5.1. Ao assinar este Contrato, o Licenciado declara que leu, compreendeu e aceitou os termos dos Requisitos de Certificação e reconhece que os Requisitos de Certificação são considerados parte integrante deste Contrato. Uma visão geral dos Requisitos de Certificação aplicáveis a este Contrato está disponível no **Anexo 2** e, em sua versão mais recente, em [fsc.org/normative-framework-overview](https://www.fsc.org/normative-framework-overview).

5.2. 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

5.2. O Grupo FSC reserva-se o direito de, unilateralmente, desenvolver novos e revisar todos ou parte dos Requisitos de Certificação vigentes, em particular na medida em que o desenvolvimento e as revisões forem decididos pela Assembleia Geral do FSC AC ou pelo

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. However, there will be no fundamental changes without a consultation of respective stakeholders of the FSC Certification Scheme. The FSC Group will within reasonable time in advance inform Licensee electronically via the email address provided according to Section 11.4 about the nature and scope of any development or revision to the Certification Requirements as applicable to Licensee. 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. 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 the relevant new or revised version of the Certification Requirements within the time specified in the Certification Requirements.

## **6. Policy for the Association of Organizations with FSC**

- 6.1. The Policy for the Association is an essential component of the Certification Requirements and contains core principles and values Licensee must comply with. The Policy for the Association also defines specific unacceptable activities that shall be avoided. The Policy for the 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**.

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

- 7.1. The Advice Note on False Claims is another essential component of the Certification Requirements, containing key obligations and consequences for Licensee. The Advice Note on False Claims is in its current edition included in **Annex 5** and forms an integral part of this Agreement.

Conselho Diretor do FSC, ou pelo Diretor Geral do FSC, ou sejam de qualquer forma necessários para cumprir os novos requisitos legais, regulatórios, técnicos ou ambientais (ou as alterações dos mesmos), ou para manter o objetivo e o nível de integridade do Esquema de Certificação FSC ou em prol do Esquema de Certificação FSC. No entanto, não haverá alterações fundamentais sem uma consulta das respectivas partes interessadas do Esquema de Certificação FSC. O Grupo FSC informará o Licenciado, com antecedência razoável, eletronicamente por meio do endereço de e-mail fornecido de acordo com a Seção 11.4 sobre a natureza e o escopo de qualquer desenvolvimento ou revisão dos Requisitos de Certificação, conforme aplicável ao Licenciado. O consentimento para os Requisitos de Certificação recém-desenvolvidos ou revisados é considerado como tendo sido declarado pelo Licenciado e a parte recém-desenvolvida ou revisada se tornará parte integrante deste Contrato na data efetiva anunciada, a menos que o Licenciado se oponha expressamente dentro de seis (6) semanas após o recebimento da nova versão. O FSC GD deve chamar especialmente a atenção do Licenciado para o significado antecipado do comportamento do Licenciado nas informações antecipadas. O Licenciado deve ser responsável por respeitar e implementar a versão nova ou revisada relevante dos Requisitos de Certificação dentro do tempo especificado nos Requisitos de Certificação.

## **6. Política para a Associação de Organizações com o FSC**

- 6.1. A Política para a Associação é um componente essencial dos Requisitos de Certificação e contém princípios e valores fundamentais que o Licenciado deve cumprir. A Política para a Associação também define atividades inaceitáveis específicas que devem ser evitadas. A Política para a Associação, na sua versão atual, está incluída no **Anexo 3** e integra o presente Contrato, juntamente com a autodeclaração obrigatória no **Anexo 4**.

## **7. Declarações Falsas e Consequências (Bloqueio e Taxa de Compensação)**

- 7.1. A Recomendação sobre Declarações Falsas é outro componente essencial dos Requisitos de Certificação e contém obrigações e consequências importantes para o Licenciado. A Recomendação sobre Declarações Falsas está em sua versão atual incluída no **Anexo 5** e faz parte integrante deste Contrato.

7.2. Consequence for False Claims include but are not limited to blockage and compensation fee. The purpose of the compensation fee is to protect the trust in the integrity of the FSC Certification Scheme, to protect all complying Licensees as well as the high reputation and credibility which the FSC Certification Scheme enjoys worldwide. The compensation fee shall further protect producers and consumers against any misleading by 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 leads to the payment of the compensation fee.

7.3. 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**.

7.4. The calculation method shall ensure that the applicable compensation fee payable by the Licensee 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.

7.5. 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.

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

8.1. Licensee shall comply with the provisions of this Agreement and the Certification Requirements.

8.2. 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.

8.3. In accordance with the Trademark Use Requirements, Licensee shall obtain prior approval from the Certification Body for:

7.2. Consequências por Declarações Falsas incluem, entre outras, o bloqueio e uma taxa de compensação. O objetivo da taxa de compensação é proteger a confiança na integridade do Esquema de Certificação FSC, proteger os Licenciados adimplentes, bem como a alta reputação e credibilidade que o Esquema de Certificação FSC possui em todo o mundo. A taxa de compensação deve proteger ainda os produtores e os consumidores contra qualquer engano por Declarações Falsas. A taxa de compensação também cobre pelo menos parte dos custos incorridos pelos membros do Grupo FSC para investigar as Declarações Falsas que levam ao pagamento da taxa de compensação.

7.3. A taxa de compensação, incluindo o método de cálculo aplicável e o valor da taxa de compensação, estão especificados no FSC-PRO-10-003, disponível no **Anexo 6**.

7.4. O método de cálculo deve garantir que a taxa de compensação aplicável a ser paga pelo Licenciado ao FSC GD seja apropriada, em particular, proporcional à natureza, peso, gravidade e duração da específica Declaração Falsa em questão, incluindo seu impacto na integridade e na reputação do Esquema de Certificação FSC.

7.5. A alegação de uma reivindicação por danos devido a uma Declaração Falsa que excede a taxa de compensação (“Vertragsstrafe”) permanece inalterada. Entretanto, a taxa de compensação será deduzida de tal reivindicação por danos.

## **8. Principais Obrigações do Licenciado e Colaboração em Boa Fé**

8.1. O Licenciado deve cumprir as disposições deste Contrato e os Requisitos de Certificação.

8.2. O Licenciado deve exercer os Direitos Concedidos de acordo com a Seção 2.1 acima e usar os Materiais Licenciados em boa-fé e estritamente de acordo com os termos e disposições deste Contrato. O Licenciado também deve agir de acordo com os Requisitos de Uso de Marcas Comerciais e com todas as instruções razoáveis sobre o uso dos Materiais Licenciados recebidos do Grupo FSC e do Organismo de Certificação a esse respeito.

8.3. De acordo com os Requisitos de Uso de Marcas Comerciais, o Licenciado deve obter aprovação prévia do Organismo de Certificação para:



- all proposed uses of the Licensed Materials for on-product labelling and promotional use; or
- all trademark use management systems.

8.4. For the purpose of checking and confirming Licensee's compliance with this Agreement, Licensee shall, upon request of the FSC Group, provide FSC Group, the Certification Body and/or their appointed delegates/auditors with 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. Licensee shall provide 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 from the Certification Body or their appointed delegates/auditors. The 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.

8.5. 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:

8.5.1. provide the FSC Group with Licensee's corporate structure and its list of Affiliated Companies. In case of necessity, the FSC Group may share the Licensee's corporate structure and its list of Affiliated Companies with a relevant national network partner;

8.5.2. allow FSC GD or their appointed delegates/auditors to carry out Inspections at any time during the Term of this Agreement and

- todos os usos propostos dos Materiais Licenciados para rotulagem no produto e uso promocional; ou
- todos os sistemas de gerenciamento de uso de marcas comerciais.

8.4. Com o objetivo de verificar e confirmar a conformidade do Licenciado com este Contrato, o Licenciado deve, mediante solicitação do Grupo FSC, fornecer ao Grupo FSC, ao Organismo de Certificação e/ou aos seus representantes/auditores designados, documentos de vendas (faturas, pedidos de compra, documentos de remessa, etc.), livros-razão, exemplares, fotos e amostras de produtos acabados, detalhes de produtos ou serviços, materiais promocionais, serviços anunciados que apresentam os Materiais Licenciados e amostras de Produtos Certificados FSC e produtos florestais (incluindo, entre outros, discos de madeira, lascas de madeira, flores, folhas, frutas, amostras de madeira, etc.) para testes de fibras e outros meios de avaliação (incluindo, entre outros, identificação de madeira). O FSC GD garante que o Grupo FSC exigirá esses documentos/materiais e amostras de maneira razoável e somente na extensão necessária para executar as verificações correspondentes. O Licenciado deve fornecer os documentos/materiais e amostras mediante solicitação do Grupo FSC, sem demora injustificada. O Grupo FSC deve tratar todos os documentos/materiais e amostras em sigilo e exigirá o mesmo do Organismo de Certificação ou de seus representantes/auditores designados. O tratamento confidencial não se aplicará se houver uma obrigação legal de divulgá-los, se eles já forem de domínio público ou se precisarem ser divulgados durante medidas de aplicação da lei, por exemplo, em processos legais.

8.5. A fim de proteger a integridade do Esquema de Certificação FSC, incluindo a proteção de marcas comerciais, bem como evitar confusões dos participantes do mercado e combater comportamentos fraudulentos em relação ao Esquema de Certificação FSC, o Licenciado deve, mediante solicitação:

8.5.1. fornecer ao Grupo FSC a estrutura corporativa do Licenciado e sua lista de Empresas Afiliadas. Em caso de necessidade, o Grupo FSC pode compartilhar a estrutura corporativa do Licenciado e sua lista de empresas afiliadas com um parceiro de rede nacional relevante;

8.5.2. permitir que o FSC GD ou seus representantes/auditores designados realizem Inspeções a qualquer momento durante a

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) 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 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;

Vigência deste Contrato e após a suspensão dos Direitos Concedidos ou dentro de dois (2) anos após o término ou expiração deste Contrato. O FSC GD deve realizar Inspeções de maneira razoável e somente na extensão necessária para garantir a integridade do Esquema de Certificação FSC. A menos que seja necessário para evitar danos imediatos ao Esquema de Certificação FSC e seus participantes, as Inspeções serão anunciadas pelo menos três (3) dias antes de serem realizadas e ocorrerão durante o horário normal de trabalho. O Licenciado deve conceder ao FSC GD acesso às suas instalações e fornecer as informações/documentos/materiais solicitados sem demora injustificada. O FSC GD deve tratar todas as informações/documentos/materiais de forma confidencial. O tratamento confidencial não se aplicará se houver uma obrigação legal de divulgar as informações, se as informações já estiverem em domínio público ou se as informações precisarem ser divulgadas durante as medidas de aplicação da lei, por exemplo, em processos legais;

8.5.3. 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;

8.5.3. fornecer ao Grupo FSC, ao Organismo de Certificação e/ou a seus representantes/auditores designados os Dados de Verificação de Transação durante a Vigência deste Contrato e após a suspensão dos Direitos Concedidos ou dentro de dois (2) anos após o término ou expiração deste Contrato;

8.5.4. 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.

8.5.4. fornecer ao FSC GD e seus representantes/auditores autorizados toda a documentação necessária para avaliar a conformidade, incluindo, mas não se limitando a: faturas, documentos de remessa, relatórios auditados, documentos de compras e declarações alfandegárias.

8.6. Upon request, Licensee shall provide the information mentioned in Sections 8.5.1, 8.5.3 and 8.5.4 within fourteen (14) calendar days.

8.6. Mediante solicitação, o Licenciado deve fornecer as informações mencionadas nas Seções 8.5.1, 8.5.3 e 8.5.4 dentro de catorze (14) dias corridos.

8.7. Licensee shall verify the status of the FSC Certification of their business partners from whom they purchase FSC-Certified Products on FSC Public Search at the address [info.fsc.org](http://info.fsc.org).

8.7. O Licenciado deve verificar o status da Certificação FSC de seus parceiros de negócios, de quem eles compram Produtos Certificados FSC, na Pesquisa Pública FSC no endereço [info.fsc.org](http://info.fsc.org).

8.8. Licensee shall always ensure and be liable towards the FSC Group that the contact data mentioned in Section 11 below are correct and regularly updated.

8.8. O Licenciado deve sempre garantir e ser responsável perante o Grupo FSC de que os dados de contato mencionados na Seção 11 abaixo estão corretos e são atualizados regularmente.

8.9. FSC GD and/or ASI reserve the right, before taking legal measures according to this Agreement, to approach Licensee to show cause in order to demonstrate compliance with this Agreement or the Certification Requirements in particular. Upon such request, Licensee is 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.

8.9. O FSC GD e/ou ASI se reservam o direito, antes de tomar medidas legais de acordo com este Contrato, de abordar o Licenciado para apresentar motivos, a fim de demonstrar a conformidade com este Contrato ou com os Requisitos de Certificação em particular. Mediante tal solicitação, o Licenciado é obrigado a apresentar fatos contrários à razão da respectiva medida dentro de duas (2) semanas corridas. A apresentação dos fatos é suficientemente fundamentada quando são citados fatos que, no contexto, são capazes de eliminar, sem dúvida considerável do lado do FSC GD, as circunstâncias dos fatos da suposta má conduta, respectivamente. A obrigação de substanciar não é satisfeita se o FSC GD não puder julgar se a suposta má conduta aconteceu ou não com base na apresentação; seja por apresentação insuficiente ou por falta de apresentação por parte do Licenciado.

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

### **9. Qualidade e Manutenção dos Materiais Licenciados**

9.1. 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.

9.1. O Licenciado deve, mediante solicitação, fornecer ao Grupo FSC documentos de vendas (faturas, pedidos de compra, documentos de remessa, etc.), exemplares, fotos e amostras de produtos acabados, detalhes de produtos ou serviços, materiais promocionais e/ou serviços anunciados que apresentam os Materiais Licenciados, a fim de demonstrar o uso das Marcas Comerciais FSC com a finalidade de manter e proteger os direitos de propriedade intelectual do Grupo FSC.

9.2. FSC GD warrants that all reasonable endeavors to maintain and protect the intellectual property rights in respect of the Licensed Materials are used. The registration of the Licensed Materials as trademarks, or any other form of intellectual property, remains within the absolute discretion of FSC AC.

9.2. O FSC GD garante o uso de todos os esforços razoáveis para manter e proteger os direitos de propriedade intelectual em relação aos Materiais Licenciados. O registro dos Materiais Licenciados como marcas comerciais ou qualquer outra forma de propriedade intelectual, permanece dentro do critério absoluto do FSC AC.

### **10. Violations of the FSC Trademarks**

### **10. Violações das Marcas Comerciais FSC**

10.1. 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, 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 identically, confusingly or misleadingly similar to the FSC

10.1. Durante a Vigência deste Contrato e posteriormente, o Licenciado concorda em nem ele próprio, nem por meio de Terceiros, adotar, registrar, tentar registrar ou manter qualquer pedido de inscrição ou registro de uma marca comercial, ou outros direitos de propriedade intelectual, nome comercial, nome de domínio, nome corporativo ou similar ou parte dele, qualquer uma das Marcas Comerciais FSC, qualquer termo ou tradução ou transliteração com o mesmo significado que qualquer uma das Marcas Comerciais FSC, ou qualquer palavra(s), iniciais, sinal(is), símbolo(s) ou imagem(ns) ou

Trademarks. Should Licensee obtain non-registered rights in connection with the use of the Licensed Materials without a registration upon compulsory rules found in statutory law, it will not make use of 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.

uma combinação dos mesmos, que seja idêntica, confusa ou enganosamente semelhante às Marcas Comerciais FSC. Caso o Licenciado obtenha direitos não registrados em conexão com o uso dos Materiais Licenciados sem um registro mediante regras obrigatórias encontradas no Direito Positivo, ele não fará uso desses direitos não registrados desde que este Contrato não permita o uso dos Materiais Licenciados. O Licenciado não deve transferir nunca nenhum desses direitos não registrados para Terceiros e irá se abster permanentemente de continuar a usar esses direitos não registrados depois deste Contrato ter expirado ou ser rescindido.

10.2. Licensee shall, without undue delay, notify in writing FSC GD and the Certification Body in charge in the event that Licensee becomes aware of a Third Party attempt to adopt or register a trademark, 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(s) thereof, which is identically, confusingly or misleadingly similar to the FSC Trademarks.

10.2. O Licenciado deve, sem demora injustificada, notificar por escrito o FSC GD e o Organismo de Certificação responsável, caso o Licenciado tome conhecimento de uma tentativa de Terceiros de adotar ou registrar uma marca comercial, nome comercial, nome de domínio, nome corporativo ou similar ou parte deles, qualquer uma das Marcas Comerciais FSC, qualquer termo ou tradução ou transliteração com o mesmo significado que qualquer uma das Marcas Comerciais FSC, ou qualquer palavra(s), iniciais, sinal(is), símbolo(s) ou imagem(ns), ou combinações, idênticas, confusa ou enganosamente semelhantes às Marcas Comerciais FSC.

10.3. 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:

10.3. O Licenciado deve, sem demora injustificada, notificar por escrito o FSC GD e o Organismo de Certificação responsável e fornecer ao FSC GD e ao Organismo de Certificação todos os documentos e informações relevantes (por exemplo, nome e detalhes de contato do suposto infrator, informações relativas à(s) data(s) da infração, fonte e lugar, e evidências, tais como documentos de vendas, fotografias, capturas de tela, e-mails, cartas, etc.) no caso de:

10.3.1. Licensee becomes aware of any Third Party's unauthorized use, or potential unauthorized use of the Licensed Materials (including unauthorized co-labeling and/or co-branding);

10.3.1. O Licenciado tomar conhecimento de qualquer uso não autorizado ou potencial uso não autorizado por um Terceiro dos Materiais Licenciados (incluindo a rotulagem conjunta e/ou marcas conjuntas não autorizadas);

10.3.2. Licensee becomes aware of any Third Party's unauthorized use, or potential unauthorized use of a graphical representation, trademark, domain name or trade name which is identical or confusingly similar to the Licensed Materials;

10.3.2. O Licenciado tomar conhecimento de qualquer uso não autorizado, ou potencial uso não autorizado, por um Terceiro de uma representação gráfica, marca comercial, nome de domínio ou nome comercial que seja idêntico ou confusamente similar aos Materiais Licenciados;

10.3.3. Licensee becomes aware that a Third Party alleges that the Licensed Materials are invalid;

10.3.3. O Licenciado tomar conhecimento de que um Terceiro alega que os Materiais Licenciados são inválidos;

10.3.4. Licensee becomes aware that a Third Party alleges that the use of the Licensed Materials infringes any rights of another Third Party;

10.3.5. Licensee is threatened or challenged by a Third Party regarding Licensee's use of the Licensed Materials.

10.4. Licensee shall have no authority to enforce or threaten to enforce the trademark 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 its legal basis without the prior written consent of FSC GD.

10.3.4. O Licenciado tomar conhecimento de que um Terceiro alega que o uso dos Materiais de Licença viola quaisquer direitos de outro Terceiro;

10.3.5. O Licenciado for ameaçado ou contestado por um Terceiro em relação ao uso pelo Licenciado dos Materiais Licenciados.

10.4. O Licenciado não deve ter autoridade para fazer valer ou ameaçar de fazer valer os direitos de marca comercial do Grupo FSC, nem deve ter qualquer direito de exigir ou controlar qualquer ação do Grupo FSC para fazer valer esses direitos. Além disso, o Licenciado não pode invocar ou fazer valer quaisquer direitos que tenham uma conexão com os Materiais Licenciados contra Terceiros, independentemente de sua base legal, sem o consentimento prévio por escrito do FSC GD.

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

11.1. FSC GD processes, within the limits set forth by the applicable laws, business and personal data of Licensee collected when applying for FSC Certification and occurring during the contractual relationship with FSC GD as far as this is necessary to fulfil its contractual obligations and exercise its contractual rights in compliance.

11.2. The data processed pursuant to Section 11.1 includes, without limitation, (i) FSC GD's access to and collection of the 'Certification Data' as defined under Section 1.7, (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 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 who can be as well individuals, on the FSC Public Search and FSC Certification Database.

11.3. FSC GD can share contact details as well as business information with regard to Licensee's 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.

## **11. Tratamento de Dados e Declaração de Consentimento**

11.1. O FSC GD trata, dentro dos limites estabelecidos pelas leis aplicáveis, os dados pessoais e profissionais do Licenciado coletados ao solicitar a Certificação FSC e que ocorrem durante o relacionamento contratual com o FSC GD, na medida do necessário para cumprir suas obrigações contratuais e exercer seus direitos contratuais em conformidade.

11.2. Os dados tratados de acordo com a seção 11.1 incluem, sem limitação, (i) acesso do FSC GD e coleta dos "Dados de Certificação" como definido na Seção 1.7, (ii) o acesso do FSC GD e a coleta dos Dados de Verificação de Transação e resultados de testes de fibra e outras avaliações de conformidade disponibilizadas pelo Organismo de Certificação ou ASI com o objetivo de verificar a conformidade do Licenciado com este Contrato e outros fins de pesquisa científica, de acordo com FSC-STD-40-004, e (iii) a publicação dos Dados de Certificação, entre outros, o nome, endereço e informações de contato dos Licenciados, que podem ser também indivíduos, na Pesquisa Pública FSC e Banco de Dados de Certificação FSC.

11.3. O FSC GD pode compartilhar detalhes de contato, bem como informações comerciais com relação aos dados de certificação do Licenciado para a Rede FSC, a fim de permitir que a Rede FSC possa auxiliar, prestar serviços e melhorias dentro do Esquema de Certificação FSC no mercado local.



- 11.4. 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)).
- 11.5. 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 Public 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)).
- 11.6. In the event Licensee chooses to provide personal contact data of designated contact person(s) as indicated in Sections 11.4 and 11.5, 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.
- 11.7. Licensee agrees to the most possible extent 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).
- 11.8. 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 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 personal data.
- 11.4. O Licenciado deve fornecer dados pessoais de contato da(s) pessoa(s) de contato designada(s) (ex: nome, endereço de e-mail personalizado e/ou número de telefone, função) para cada fim especificado (tais como, contato principal do FSC, marketing, notificações/avisos legais, etc.) ao Grupo FSC e parceiros de rede nacionais e regionais relevantes, através do Portal de Certificação FSC. Como alternativa ao fornecimento de dados pessoais das pessoas de contato designadas, o Licenciado pode fornecer dados de contato não personalizados (ex: [marketing@company.com](mailto:marketing@company.com)).
- 11.5. O Licenciado deve fornecer dados pessoais de contato de uma pessoa de contato designada (ex: nome, endereço de e-mail personalizado e/ou número de telefone) a serem disponibilizados publicamente na Pesquisa Pública FSC. Como alternativa ao fornecimento de dados pessoais de uma pessoa designada para contato, o Licenciado pode fornecer dados de contato não personalizados (ex: [info@company.com](mailto:info@company.com)).
- 11.6. No caso de o Licenciado optar por fornecer dados pessoais de contato das pessoas designadas, conforme indicado nas Seções 11.4 e 11.5, o Licenciado precisa garantir que cada pessoa designada tenha concordado livremente com a declaração digital de consentimento, através do Portal de Certificação FSC, para cada finalidade especificada. No caso de alterações, a(s) pessoa(s) de contato designada(s) e o Licenciado são obrigados a ajustar a declaração digital de consentimento através do Portal de Certificação FSC sem demora injustificada.
- 11.7. O Licenciado concorda em contribuir da melhor maneira possível para garantir a melhoria contínua do desempenho do Esquema de Certificação FSC com o objetivo final de aumentar a satisfação dos Detentores de Certificado e aumentar a força competitiva do FSC no mercado (ex: através da participação em pesquisas, webinars etc. organizados pela Rede FSC).
- 11.8. O Licenciado reconhece que, devido ao caráter global do Esquema de Certificação FSC, FSC GD, o Organismo de Certificação e a ASI podem tratar dados pessoais do Licenciado fora da União Europeia em países que não possuem um padrão de proteção de dados adequado. Nesse caso, salvaguardas adequadas foram estabelecidas para garantir um nível adequado de proteção dos dados pessoais do Licenciado.

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

## 12. Limitação de Responsabilidade do FSC e Nenhuma Renúncia de Direitos

- 12.1. 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. 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.
- 12.2. The limitations of liability set out in Section 12.1 shall apply to all claims for damages irrespective of their legal basis, with the exception of damage claims filed by Licensee (i) for intent, (ii) pursuant to the German Product Liability Act, (iii) for defects fraudulently concealed, (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), (v) for death, damage to body or health, or (vi) for gross negligence on the part of corporate bodies or executives of FSC GD.
- 12.3. The aforementioned limitations of liability shall also apply for damage claims filed by Licensee against governing bodies, executives, employees or agents of FSC GD.
- 12.4. 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.
- 12.1. A responsabilidade do FSC GD por danos causados por negligência simples limita-se a danos decorrentes da quebra de obrigações contratuais materiais, cujo cumprimento é pré-requisito para a correta execução do Contrato e na observância da qual o parceiro contratual confia regularmente e tem direito a confiar; neste caso, no entanto, a responsabilidade do FSC GD deve ser limitada aos danos tipicamente previsíveis. Essa limitação de responsabilidade deve aplicar-se igualmente a qualquer dano causado por negligência grave por parte dos funcionários ou agentes do FSC GD que não sejam órgãos de administração ou executivos do FSC GD.
- 12.2. As limitações de responsabilidade definidas na Seção 12.1 devem aplicar-se a todas as reivindicações por danos, independentemente de sua base legal, com exceção das reivindicações de danos registradas pelo Licenciado (i) por dolo, (ii) nos termos da Lei Alemã de Responsabilidade pelo Produto, (iii) por defeitos ocultados fraudulentamente, (iv) por defeitos cobertos por uma garantia concedida em relação à qualidade de um produto (neste contexto, quando aplicável, aplicar-se-á a garantia e/ou prazo de prescrição estabelecido na garantia), (v) por morte, danos ao corpo ou saúde, ou (vi) por negligência grave por parte de órgãos corporativos ou executivos do FSC GD.
- 12.3. As limitações de responsabilidade acima mencionadas também devem ser aplicadas às reivindicações de danos registradas pelo Licenciado contra órgãos governamentais, executivos, funcionários ou agentes do FSC GD.
- 12.4. A menos que expressamente declarado neste documento, nada neste Contrato deve ser interpretado como renúncia ou limitação dos direitos legais do FSC GD pela lei aplicável.

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

- 13.1. 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 or its subsidiaries, distributors, agents, employees or subcontractors, and (ii) Third Party claims arising out of or based on Licensee's product or other liability with respect to any products manufactured by, distributed by, or otherwise under the control of Licensee.

### **13. Indenização do Licenciado por Reivindicação de Terceiros**

- 13.1. O Licenciado concorda em indenizar e isentar o FSC GD de (i) todas as reivindicações de Terceiros decorrentes do uso incorreto ("*verschuldet*") dos Materiais Licenciados pelo Licenciado ou por suas subsidiárias, distribuidores, agentes, funcionários ou subcontratados e (ii) reivindicações de Terceiros decorrentes de/ou com base no produto do Licenciado ou outra responsabilidade relativamente a quaisquer produtos fabricados por, distribuídos por ou sob o controle do Licenciado.

13.2. 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 or its subsidiaries, distributors, agents, employees or subcontractors, and (ii) Third Party claims arising out of or based on Licensee’s product or other liability with respect to any products manufactured by, distributed by, or otherwise under the control of Licensee.

13.2. Além disso, o Licenciado concorda em indenizar e isentar o FSC AC, FSC IC e ASI de (i) todas as reivindicações de Terceiros decorrentes do uso incorreto (“*verschuldet*”) dos Materiais Licenciados pelo Licenciado ou por suas subsidiárias, distribuidores, agentes, funcionários ou subcontratados e (ii) reivindicações de Terceiros decorrentes de/ou baseadas no produto do Licenciado ou em outra responsabilidade com relação a quaisquer produtos fabricados por, distribuídos por ou sob o controle do Licenciado.

#### 14. Suspension of the Granted Rights

#### 14. Suspensão dos Direitos Concedidos

14.1. **Grounds for Suspension.** The Granted Rights licensed under Section 2.1 Above can be suspended in the event that Licensee:

14.1. **Motivos para suspensão.** Os Direitos Concedidos licenciados sob a Seção 2.1 acima podem ser suspensos no evento de o Licenciado:

14.1.1. commits a breach of the Certification Requirements, especially but not limited to:

14.1.1. cometer uma violação dos Requisitos de Certificação, especialmente, mas não limitado a:

- (i) non-compliance with the Trademark Use Requirements for use of the Licensed Materials; or
- (ii) conducting a False 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.

- (i) não estar em conformidade com os Requisitos de Uso de Marcas Comerciais para uso dos Materiais Licenciados; ou
- (ii) fazer uma Declaração Falsa em documentos de vendas (físicos ou eletrônicos) ou no uso das Marcas Comerciais FSC, em produtos e em projetos que não são elegíveis para serem declarados, rotulados e/ou promovidos como certificados pelo FSC ou como Madeira Controlada FSC (FSC Controlled Wood).

14.1.2. produces and/or offers for sales products that are not eligible to be sold with FSC Claims and to be labeled and promoted with the FSC Trademarks;

14.1.2. produzir e/ou oferecer para venda produtos que não são elegíveis para serem vendidos com as Declarações FSC e para serem rotulados e promovidos com as Marcas Comerciais FSC;

14.1.3. 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;

14.1.3. enviar documentação falsificada ou enganosa a clientes ou possíveis clientes, ou enganar consumidores ou clientes sobre seu status de Certificação FSC através do uso dos Materiais Licenciados.

14.1.4. is the subject of a Policy for the Association complaint accepted pursuant to FSC-POL-01-004 in accordance with FSC-PRO-01-009;

14.1.4. ser objeto de uma queixa da Política para a Associação aceita nos termos da FSC-POL-01-004, de acordo com a FSC-PRO-01-009;

14.1.5. is, or its 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;

14.1.5. ser, ou suas Empresas Afiliadas serem, objeto de uma investigação iniciada pelo Grupo FSC nos termos da FSC-POL-01-004 de acordo com a FSC-PRO-01-009;

14.1.6. discredits or damages the reputation or integrity of the FSC Certification Scheme and/or the FSC Network;

14.1.6. difamar ou danificar a reputação ou a integridade do Esquema de Certificação FSC e/ou da Rede FSC;

- 14.1.7. has Affiliated Companies that committed False Claims;
- 14.1.7. ter Empresas Afiliadas que cometeram Declarações Falsas
- 14.1.8. commits a breach of any other substantial term of this Agreement; or
- 14.1.8. cometer uma violação de qualquer outro termo substancial deste Contrato; ou
- 14.1.9. causes a strong indication for a reason to terminate this Agreement according to Section 15.6, which also poses a high risk to the integrity of the FSC Certification Scheme.
- 14.1.9. causar uma forte indicação de uma razão para rescindir este Contrato de acordo com a Seção 15.6, o que também representa um alto risco para a integridade do Esquema de Certificação FSC.
- 14.2. **Notice of Suspension.** Upon suspension decision of the Granted Rights pursuant to Section 14.1, 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 11.4. For the avoidance of doubt, alternative delivery options are not excluded.
- 14.2. **Aviso de Suspensão.** Após a decisão de suspensão dos Direitos Concedidos, de acordo com a Seção 14.1, o FSC GD informará o Licenciado através da emissão de um aviso de suspensão em formulário escrito de acordo com o § 126b BGB (Código Civil Alemão). Ambas as Partes concordam que o aviso de suspensão será efetivo através da sua entrega eletrônica no endereço de e-mail fornecido pelo Licenciado no Portal de Certificação FSC de acordo com a Seção 11.4 Para evitar dúvidas, opções alternativas de entrega não estão excluídas.
- 14.3. **Effect of Suspension.** After the suspension decision, the status of Licensee's FSC certification will be changed to 'suspended' in the FSC Certification Database.
- 14.3. **Efeito da Suspensão.** Após a decisão de suspensão, o status da certificação FSC do Licenciado será alterada para "suspensa" no Banco de Dados de Certificação FSC.
- 14.3.1. Upon suspension of the Granted Rights, Licensee shall 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 compliance with this provision.
- 14.3.1. Após a suspensão dos Direitos Concedidos, o Licenciado deve parar de usar os Materiais Licenciados com efeito imediato. Isso inclui, para evitar dúvidas, o uso dos Materiais Licenciados para rotulagem no produto de Produtos Certificados FSC, a promoção de Produtos Certificados FSC e a promoção da Certificação FSC do Licenciado. Os Materiais Licenciados exibidos na mídia pública, o que cria a suposição de que o Licenciado atualmente possui uma Certificação FSC válida inteiramente conforme, ou que de outra forma cause confusão no mercado, devem ser removidos dentro de catorze (14) dias corridos após a suspensão. O Licenciado reconhece que junto ao FSC o Organismo de Certificação responsável é obrigado a verificar o cumprimento pelo Licenciado desta disposição.
- 14.3.2. For the sake of clarity, the suspension of the Granted Rights under Section 14 does not affect the other remaining rights and/or obligations of either Party under this Agreement or under the applicable law.
- 14.3.2. Por uma questão de clareza, a suspensão dos Direitos Concedidos nos termos da Seção 14 não afeta os demais direitos e/ou obrigações remanescentes de qualquer das Partes nos termos deste Contrato ou da lei aplicável.
- 14.4. **Lifting of Suspension.** FSC GD can lift the decision to suspend the Granted Rights if Licensee demonstrates future compliance with this Agreement and if actions defined by the FSC Group and/or the Certification Body to
- 14.4. **Revogação da Suspensão.** O FSC GD pode revogar a decisão de suspender os Direitos Concedidos se o Licenciado demonstrar futuro cumprimento deste Contrato e se as ações definidas pelo Grupo FSC e/ou pelo Organismo

remedy the grounds for suspension have been fully implemented. In addition, the following applies:

- 14.4.1. in case of suspension pursuant to Sections 14.1.4 and 14.1.5, the suspension of the Granted Rights can be lifted if Licensee, or its Affiliated Companies were found by FSC GD not to have violated the Policy for the Association or to have completed the conditions for maintaining association.

## 15. Term and Termination

- 15.1. **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.

- 15.2. Upon renewal of Licensee's FSC Certification, Licensee must conclude the latest version of the License Agreement for the FSC Certification Scheme 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.

- 15.3. **Effect of Expiration ("Wirkungen eines ausgelaufenen Vertrags")**. Following expiration of the Agreement pursuant to Section 15.1, Licensee shall be obligated as follows:

- 15.3.1. 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.

- 15.3.2. 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

de Certificação para remediar os motivos da suspensão tiverem sido totalmente implementadas. Além disso, o seguinte se aplica:

- 14.4.1. em caso de suspensão de acordo com as Seções 14.1.4 e 14.1.5, a suspensão dos Direitos Concedidos pode ser revogada se o Licenciado, ou suas Empresas Afiliadas, forem considerados pelo FSC GD como não tendo violado a Política para a Associação ou tenham alcançado os requisitos para manter a associação.

## 15. Prazo e Rescisão

- 15.1. **Prazo.** Sujeito às disposições abaixo para rescisão antecipada, este Contrato deverá durar um período de cinco (5) anos a partir da Data Efetiva ("**Prazo**"). Caso o Licenciado já tenha solicitado a renovação de sua Certificação FSC após a expiração do Prazo, o Prazo será prorrogado pelo tempo da recertificação, mas não por mais de três (3) meses. No caso de o Licenciado não solicitar a renovação de sua Certificação FSC, o Contrato deverá ser automaticamente rescindido sem aviso prévio.

- 15.2. Ao renovar a Certificação FSC do Licenciado, o Licenciado deve concluir a versão mais recente do Contrato de Licença para o Esquema de Certificação FSC, a fim de manter uma Certificação FSC válida. Este Contrato deverá ser rescindido *ipso facto* após a conclusão da última versão do Contrato de Licença para o Esquema de Certificação FSC.

- 15.3. **Efeito de Expiração ("Wirkungen eines ausgelaufenen Vertrags")**. Após a expiração do Contrato de acordo com a Seção 15.1, o Licenciado encontra-se obrigado conforme segue:

- 15.3.1. o Licenciado deve parar de usar os Materiais Licenciados com efeito imediato. Isso inclui, para evitar dúvidas, a rotulagem no produto de Produtos Certificados FSC, a promoção de Produtos Certificados FSC e a promoção da Certificação FSC do Licenciado. Os materiais públicos existentes, como sites, postagens nas mídias sociais, letreiros, cartazes, etc. devem ser removidos dentro de dez (10) dias corridos.

- 15.3.2. a fim de proteger a integridade do Esquema de Certificação FSC, incluindo a proteção de marcas comerciais, bem como evitar confusões dos participantes do mercado e combater comportamentos fraudulentos em relação ao Esquema de Certificação FSC, o Licenciado deve implementar medidas para ser



Certification Body, and/or their appointed delegates/auditors, upon request, with Transaction Verification Data for a period of two (2) years following the date of expiration.

capaz de fornecer ao Grupo FSC, ao Organismo de Certificação anterior e/ou aos seus delegados/auditores designados, mediante solicitação, os Dados de Verificação de Transação por um período de dois (2) anos após a data de expiração.

- |  |   |
|--|---|
| <p>15.4. After the Term of this Agreement, the status of Licensee's certification will be changed to "terminated" in the FSC Certification Database.</p>   | <p>15.4. Após o fim do Prazo deste Contrato, o status da certificação do Licenciado será alterado para "terminado" no Banco de Dados de Certificação FSC.</p>   |
| <p>15.5. <b><u>Termination by Either Party ("ordentliche Kündigung")</u></b>. This Agreement may be terminated earlier than the Term specified in Section 15.1, when either Party gives a notice three (3) months in advance of the date of termination.</p>   | <p>15.5. <b><u>Rescisão por qualquer uma das Partes ("ordentliche Kündigung")</u></b>. Este Contrato pode ser rescindido antes do Prazo especificado na Seção 15.1, quando uma das Partes enviar uma notificação três (3) meses antes da data de rescisão.</p>  |
| <p>15.6. <b><u>Termination by FSC GD for Cause ("außerordentliche Kündigung seitens FSC GD")</u></b>. 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 15.1 or the end of the notice period pursuant to Section 15.5. A cause may also especially be assumed in the event that Licensee:</p> | <p>15.6. <b><u>Rescisão por Justa Causa pelo FSC GD ("außerordentliche Kündigung seitens FSC GD")</u></b>. O FSC GD pode rescindir este Contrato por justa causa com efeito imediato. Considera-se haver justa causa no caso de não ser razoavelmente possível que o FSC GD, nas circunstâncias do caso específico e ponderando os interesses de ambas as Partes, continue a relação contratual até ao fim do Prazo, de acordo com a Seção 15.1 ou até ao fim do período de aviso prévio, de acordo com a Seção 15.5. Pode ainda considerar-se haver justa causa no caso de o Licenciado:</p> |
| <p>15.6.1. fails to immediately cease use of the Licensed Materials during suspension pursuant to Section 14.3;</p>  | <p>15.6.1. falhar em interromper imediatamente o uso dos Materiais Licenciados durante a suspensão, de acordo com a Seção 14.3;</p>   |
| <p>15.6.2. fails to fulfill the corrective action request issued by a Certification Body after the suspension of the FSC Certification;</p>  | <p>15.6.2. falhar em atender ao pedido de ação corretiva emitida por um Organismo de Certificação após a suspensão da Certificação FSC;</p>   |
| <p>15.6.3. fails to implement and uphold an action defined by the FSC Group to remedy the grounds for suspension pursuant to Section 14.1 above;</p>   | <p>15.6.3. falhar em implementar e manter uma ação definida pelo Grupo FSC para remediar os motivos de suspensão de acordo com a Seção 14.1 acima;</p>  |
| <p>15.6.4. is found by FSC GD to have violated one or more elements of the Policy for the Association (FSC-POL-01-004);</p>  | <p>15.6.4. for considerado pelo FSC GD em violação de um ou mais elementos da Política para a Associação (FSC-POL-01-004);</p>  |
| <p>15.6.5. significantly or repeatedly discredits or damages the reputation or integrity of the FSC Certification Scheme and/or the FSC Network;</p>   | <p>15.6.5. difamar ou danificar de modo significativo ou repetido a reputação ou a integridade do Esquema de Certificação FSC e/ou da Rede FSC;</p>   |
| <p>15.6.6. fails to exercise the Granted Rights in good faith pursuant to Section 8.2; or</p>  | <p>15.6.6. falhar em exercer de boa-fé os Direitos Concedidos, de acordo com a Seção 8.2; ou</p>  |

15.6.7. is not willing to accept the relevant new or revised version of the Certification Requirements pursuant to Section 5.2; or

15.6.7. não estiver disposto a aceitar a versão nova ou revisada relevante dos Requisitos de Certificação, de acordo com a Seção 5.2; ou

15.6.8. conducts False Claim(s).

15.6.8. fazer Declaração(ões) Falsa(s).

15.7. **Termination by Licensee for Cause (“außerordentliche Kündigung seitens des Zertifikatshalters”)**. 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 15.1 above or the end of the notice period pursuant to Section 15.5 above. A cause may also especially be assumed in the event that:

15.7. **Rescisão por Justa Causa pelo Licenciado (“außerordentliche Kündigung seitens des Zertifikatshalters”)**. O Licenciado pode rescindir este Contrato por justa causa com efeito imediato. Considera-se haver justa causa no caso de não ser razoavelmente possível que o Licenciado, nas circunstâncias do caso específico e ponderando os interesses de ambas as Partes, continue a relação contratual até ao fim do Prazo, de acordo com a Seção 15.1 acima ou até ao fim do período de aviso prévio nos termos da Seção 15.5 acima. Pode ainda considerar-se haver justa causa no caso de:

15.7.1. Licensee is not willing to accept the relevant new or revised version of the Certification Requirements pursuant to Section 5.2;

15.7.1. o Licenciado não estar disposto a aceitar a versão nova ou revisada relevante dos Requisitos de Certificação, de acordo com a Seção 5.2;

15.7.2. Licensee is not willing to accept the changes to this Agreement pursuant to Section 19.5;

15.7.2. o Licenciado não estar disposto a aceitar as alterações a este Contrato nos termos da Seção 19.5;

15.7.3. FSC GD assigns this Agreement and its rights and obligations to a member of the FSC Group as set out in Section 16.1.

15.7.3. o FSC GD atribuir este Contrato e seus direitos e obrigações a um membro do Grupo FSC, conforme estabelecido na Seção 16.1.

15.8. **Notice of Termination**. Upon termination decision pursuant to Sections 15.5 and 15.6, FSC GD will inform Licensee by issuing a termination notice in text form within the meaning of § 126b BGB (German Civil Code). Both Parties agree that 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 11.4. For the avoidance of doubt, alternative delivery options are not excluded.

15.8. **Aviso de Rescisão**. Após a decisão de rescisão de acordo com as Seções 15.5 e 15.6, o FSC GD informará o Licenciado através da emissão de um aviso de rescisão em forma de texto, na aceção do § 126b BGB (Código Civil Alemão). Ambas as Partes concordam que o aviso de rescisão será efetivo através da sua entrega eletrônica no endereço de e-mail fornecido pelo Licenciado no Portal de Certificação FSC, de acordo com a Seção 11.4. Para evitar dúvidas, opções alternativas de entrega não são excluídas.

15.9. **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 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.

15.9. **Efeito da Rescisão**. Após a rescisão deste Contrato, independentemente da causa, mas sem prejuízo dos outros direitos detidos ao abrigo deste Contrato ou da lei aplicável, o Licenciado deve parar de usar os Materiais Licenciados com efeito imediato. Isso inclui, para evitar dúvidas, a rotulagem no produto de Produtos Certificados FSC, a promoção de Produtos Certificados FSC e a promoção da Certificação FSC do Licenciado. Os materiais públicos existentes, como sites, postagens nas mídias sociais, letreiros, cartazes, etc. devem ser removidos dentro de dez (10) dias corridos.

15.10. 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.

15.11. 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.

15.12. **Liquidation period.** Except for 15.6, in case of termination or expiration of the Agreement a liquidation period of six (6) months shall be granted to Licensee 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 15.5, the liquidation period starts with the receipt of the notice for termination.

#### **15. Assignment & Subcontracting**

16.1. 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.

16.2. 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.

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

17.1. This Agreement is governed by German law with the exclusion of referral rules of the German International Private Law.

17.2. The Convention on Contracts for the International Sales of Goods (CISG) of the United Nations shall not apply.

17.3. 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

15.10. Caso o Licenciado decida rescindir este Contrato dentro do primeiro ano após a Data Efetiva ou antes da realização da primeira auditoria de monitoramento efetuada pelo Organismo de Certificação, o Licenciado deverá fornecer ao Grupo FSC os Dados de Verificação de Transação e permitir Inspeções.

15.11. Após a rescisão deste Contrato, o status da certificação do Licenciado será alterado para "Terminado" ou "Terminado e Bloqueado" no Banco de Dados de Certificação FSC.

15.12. **Período de liquidação.** Exceto para 15.6, em caso de rescisão ou expiração do Contrato, um período de liquidação de seis (6) meses será concedido ao Licenciado para liquidar o inventário de Produtos Certificados FSC já rotulados e produzidos ou comprados antes da data de rescisão ou expiração. O período de liquidação começará a partir da data de rescisão ou expiração do Contrato. No caso do 15.5, o período de liquidação começa com o recebimento do aviso de rescisão.

#### **15. Designações e Subcontratações**

16.1. O FSC GD estará livre para atribuir o Contrato e seus direitos e obrigações a um membro do Grupo FSC, a seu exclusivo critério, a qualquer momento, mediante notificação ao Licenciado.

16.2. O Licenciado não terá o direito de atribuir este Contrato ou qualquer um dos seus direitos ou obrigações decorrentes deste Contrato a Terceiros sem o consentimento prévio por escrito do FSC GD.

#### **17. Jurisdição, Lei e Foro Competente**

17.1. Este Contrato é regido pela lei alemã com a exclusão das regras de remessa do Direito Privado Internacional Alemão.

17.2. A Convenção sobre Contratos para Vendas Internacionais de Mercadorias (CISG) das Nações Unidas não se aplica.

17.3. O Licenciado deve esforçar-se para resolver amigavelmente, por meio de negociações diretas com o FSC GD, qualquer disputa, controvérsia ou reivindicação decorrente ou relacionada a este Contrato. O Licenciado concorda, no entanto, que tais negociações, se razoáveis, não devem levar mais de dois (2) meses no total, a partir da data em que uma disputa, controvérsia ou reclamação tiver sido encaminhada para ao FSC GD. Após a expiração do período de dois

proceedings in accordance with the provisions of this Section 17.

(2) meses, o Licenciado tem o direito de iniciar um processo de arbitragem de acordo com as disposições desta Seção 17.

- 17.4. 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.
- 17.5. 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.
- 17.6. The foregoing Sections 17.3 to 17.5 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.

- 17.4. Todas as disputas decorrentes ou relacionadas a este Contrato ou sua validade devem ser, em última instância, resolvidas de acordo com as Regras de Arbitragem e as Regras Suplementares para Processos Céleres do Instituto Alemão de Arbitragem e.V. (DIS) ([disarb.org](http://disarb.org)) sem recorrer aos tribunais comuns.
- 17.5. A sede da arbitragem será em Bonn, na Alemanha. O tribunal de arbitragem deverá ser composto por três (3) árbitros. A lei aplicável aos méritos será a lei substantiva da Alemanha. O idioma do processo de arbitragem deve ser o inglês, a menos que outra coisa seja mutuamente acordada.
- 17.6. As Seções 17.3 a 17.5 anteriores não devem afetar o direito de qualquer das Partes de pedido de liminar, medida cautelar ou outra medida provisória perante os tribunais competentes comuns, conforme apropriado. Para tais medidas provisórias, os Tribunais de Colônia, Alemanha, terão jurisdição exclusiva.

#### **18. Surviving Clauses**

#### **18. Cláusulas Sobreviventes**

- 18.1. The expiration or termination of the Agreement, however caused, shall not affect the obligations of the Parties under this section and Sections 3.9, 8.5.2, 8.5.3, 15.3.2 and 17 above.

- 18.1. A expiração ou rescisão do Contrato, independentemente da causa, não afetará as obrigações das Partes sob esta seção e as Seções 3.9, 8.5.2, 8.5.3, 15.3.2 e 17.

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

#### **19. Interpretações e Aplicabilidade das Disposições**

- 19.1. 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.
- 19.2. The Preamble is an integral part of this Agreement. Headings to Sections in this Agreement are included for the purpose of ease of reference.
- 19.3. 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.
- 19.4. Notwithstanding Section 5.2, FSC GD reserves the right to unilaterally develop and revise parts of this Agreement to the extent the development

- 19.1. As Partes reconhecem que este Contrato constitui o acordo primário em relação ao relacionamento entre as Partes. Este acordo e os Requisitos de Certificação devem ser entendidos e interpretados em compatibilidade.
- 19.2. O Preâmbulo é parte integrante deste Contrato. Os cabeçalhos das Seções deste Contrato são incluídos apenas para facilitar a referência.
- 19.3. Este Contrato constitui o entendimento completo entre as Partes em relação ao assunto deste documento e substitui todos os acordos, representações, escritos, negociações ou entendimentos anteriores sobre o assunto.
- 19.4. Não obstante a Seção 5.2, o FSC GD reserva-se o direito de desenvolver e revisar unilateralmente partes deste Contrato, na medida em que o

and revisions are necessary to comply with new or modified legal, regulatory, technical or environmental requirements. However, 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.

desenvolvimento e as revisões sejam necessários para cumprir os requisitos legais, regulatórios, técnicos ou ambientais novos ou modificados. No entanto, não haverá alterações fundamentais que impactem o escopo e/ou a Vigência deste Contrato e/ou os direitos e obrigações substanciais decorrentes deste Contrato.

19.5. In case of non-fundamental changes, FSC GD will inform Licensee electronically via the email address provided according to Section 11.4 and provide the new version 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.

19.5. Em caso de alterações não fundamentais, o FSC GD deverá informar o Licenciado eletronicamente através do endereço de e-mail fornecido de acordo com a Seção 11.4 e fornecerá a nova versão deste Contrato com pelo menos seis (6) semanas de antecedência da data de vigência pretendida da nova versão. O consentimento para a nova versão é considerado como tendo sido declarado pelo Licenciado e a parte recentemente desenvolvida ou revisada se tornará parte integrante deste Contrato na data de vigência pretendida, a menos que o Licenciado se oponha expressamente dentro de seis (6) semanas após o recebimento da nova versão. O Licenciado deverá ser responsável por observar e implementar as partes novas ou revisadas em questão assim que a nova versão entrar em vigor.

19.6. In case of fundamental changes, FSC GD will release a new contract for mutual signature.

19.6. Em caso de mudanças fundamentais, o FSC GD disponibilizará um novo contrato para assinatura mútua.

19.7. 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.

19.7. A falha por qualquer das Partes, a qualquer momento, de aplicar qualquer das disposições deste Contrato ou de qualquer direito ou solução disponível neste documento ou por lei ou equidade, ou de exercer qualquer opção aqui contida, não constituirá uma renúncia a essa disposição, direito, solução ou opção ou de qualquer forma afetará a validade deste Contrato.

19.8. This Agreement is 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.

19.8. Este Contrato é assinado em forma bilíngue. Em caso de inconsistência entre as versões ou argumentos entre as Partes, a versão em inglês prevalecerá. No caso de, na versão em português, termos técnicos ou legais serem usados no idioma alemão (entre parêntesis com aspas duplas), as Partes concordam que estes terão o significado e serão interpretados exclusivamente de acordo com a lei e o idioma alemão; a tradução em português dos termos será apenas para facilitar a referência.

## 20. Severability

## 20. Compartimentação

20.1. Should a provision of this Agreement or part thereof held to be invalid or unenforceable for any reason or should this Agreement contain an

20.1. Caso uma disposição deste Contrato ou parte dele seja considerada inválida ou inexecutável por qualquer motivo ou este Contrato contenha uma

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.

## 21. Signature Page

21.1. 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.

18 October 2024

Date / Data

Signed by:  
  
341468AC87C3456...

For FSC GD / Assinatura do FSC GD  
Morncliff Mudzvatangi

Name of the legal representative /  
Nome do representante legal

omissão, as demais disposições ou partes dele continuarão em pleno vigor e efeito, sem serem prejudicadas ou invalidadas de qualquer forma. Em vez da provisão inválida ou inexecutável, considera-se que foi acordada uma provisão válida e executória que se aproxima mais da intenção e do efeito econômico da provisão inválida ou inexecutável. O mesmo se aplica no caso de uma omissão.

## 21. Página de Assinatura

21.1. O Licenciado aceita com a assinatura abaixo via DocuSign os termos e condições deste Contrato. Este Contrato entra em vigor quando o FSC GD o assinar também via DocuSign e o tornar acessível no Portal de Certificação FSC.

17 de outubro de 2024

Date / Data

Assinado por:  
  
AFAA08BB0EEE4CE...

For Licensee / Assinatura do Licenciado

Luis Aniceto Custódio

Name of the legal representative /  
Nome do representante legal

Annex 1: FSC Licensed Materials

Anexo 1: Materiais Licenciados FSC

FSC Trademarks and Brandmarks		
	<p>Forest Stewardship Council®</p> <p>FSC®</p>	

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

- 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

## Anexo 2: Visão Geral dos Requisitos de Certificação

This document provides an overview of normative documents that are applicable to the different types of FSC certification (FM, CoC, CW, CFM) 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 (now referred to as Controlled Forest Management (CFM)) 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:

<b>FM:</b>	<b><u>Forest Management</u></b>
<b>CFM:</b>	<b><u>Controlled Forest Management</u></b>
<b>CoC:</b>	<b><u>Chain of Custody</u></b>
<b>Project - CoC:</b>	<b><u>Project certification</u></b>

### 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 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: 17/07/2024

Document identification			FM		
Cluster	Code	Title	ALWAYS APPLICABLE	OPTIONAL: Additional requirements when certified as a group member	OPTIONAL: Additional requirements when certified for Ecosystem Services impact claims
<b>MAIN STANDARD</b>					
Forest Management	Various	<u>Forest Stewardship Standard</u>	X		
<b>GENERAL (NOT FM 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>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		

PESTICIDES USE					
Forest Management	FSC-POL-30-001	<a href="#">FSC Pesticides Policy</a>	X		
Forest Management	FSC-POL-30-001a	<a href="#">FSC Lists of highly hazardous pesticides</a>	X		
Forest Management	FSC-PRO-30-001a	<a href="#">List of approved derogations for use of 'highly hazardous' pesticides</a>	X		
TRANSACTION VERIFICATION & FALSE CLAIMS					
Markets & Supply Chains	FSC-PRO-10-201	<a href="#">Transaction Verification Procedure</a>	X		
Forest Management	FSC-ADV-60-004	<a href="#">Advice note on Transaction Verification for FM/CoC certificate holders</a>	X		
Markets & Supply Chains	FSC-PRO-10-003	<a href="#">Calculating financial penalty/compensation fee and processing evidence for blocked organizations</a>	X		
TRADEMARK USE					
Markets & Supply Chains	FSC-STD-50-001	<a href="#">Requirements for use of the FSC® trademarks by certificate holders</a>	X	X	
DIRECTIVES					
Forest Management	FSC-DIR-20-007	<a href="#">FSC Directive on Forest Management Evaluations</a>	X		
OPTIONAL					
Regulatory Framework	FSC-STD-01-004	<a href="#">FSC Regulatory Module</a>	X		
Social Stakeholders	FSC-STD-30-005	<a href="#">Forest Management Groups</a>		X	
Forest Management	FSC-PRO-30-006	<a href="#">Ecosystem Services Procedure: Impact Demonstration and Market Tools</a>			X
Social Stakeholders	FSC-PRO-30-011	<a href="#">Continuous Improvement Procedure</a>		X	

## ANNEX 2 / B: CONTROLLED FOREST MANAGEMENT

Updated: 17/07/2024

Document identification			CW-FM	
Cluster	Code	Title	ALWAYS APPLICABLE	OPTIONAL: Additional requirements when certified as a group member
<b>MAIN STANDARD</b>				
<b>Controlled Forest Management</b>	<b>FSC-STD-30-010</b>	<b><u>Controlled Forest Management Certification</u></b>	X	
<b>GENERAL (NOT CW-FM 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>TRANSACTION VERIFICATION &amp; FALSE CLAIMS</b>				
Markets & Supply Chains	FSC-PRO-10-201	<u>Transaction Verification Procedure</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 FSC® trademarks by certificate holders</u>	X	X
<b>WINDTHROW</b>				
Controlled Forest Management	FSC-ADV-20-008	<u>Controlled wood and windthrow</u>	X	
<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>	X	
<b>DIRECTIVES</b>				
Forest Management	FSC-DIR-20-007	<u>FSC Directive on Forest Management Evaluations</u>	X	
<b>OPTIONAL</b>				
Regulatory Framework	FSC-STD-01-004	<u>FSC Regulatory Module</u>	X	
Social Stakeholders	FSC-STD-30-005	<u>Forest Management Groups</u>		X

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

Updated: 17/07/2024

Document identification			CoC			
Cluster	Code	Title	ALWAYS APPLICABLE	OPTIONAL: Additional requirements when certified as a group member/ multisite CH	OPTIONAL: Additional requirements when sourcing FSC CW	OPTIONAL: Additional requirements when sourcing reclaimed material
<b>MAIN STANDARD</b>						
<b>Markets &amp; Supply Chains</b>	<b>FSC-STD-40-004</b>	<b><u>Chain of Custody certification</u></b>	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>				
Normative Framework &	FSC-PRO-20-003	<u>Transfer of FSC Certificates and License Agreements</u>	X			

Processes						
<b>PRODUCT CLASSIFICATION</b>						
Markets & Supply Chains	FSC-STD-40-004a	<u>FSC Product Classification</u>	X			
<b>TRANSACTION VERIFICATION &amp; FALSE CLAIMS</b>						
Markets & Supply Chains	FSC-PRO-10-201	<u>Transaction Verification Procedure</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 FSC® trademarks by certificate holders</u>	X	X		
<b>WINDTHROW</b>						
Controlled Wood	FSC-ADV-20-008	<u>Controlled wood and windthrow</u>			X	
<b>DIRECTIVES</b>						
Markets & Supply Chains	FSC-DIR-40-004	<u>FSC Directive on Chain of Custody Certification</u>	X			
Controlled Wood	FSC-DIR-40-005	<u>FSC Directive on FSC Controlled Wood</u>			X	
<b>OPTIONAL</b>						
Regulatory Framework	FSC-STD-01-004	<u>FSC Regulatory Module</u>	X			
Markets & Supply Chains	FSC-STD-40-003	<u>Chain of Custody Certification of Multiple Sites</u>		X		
Markets & Supply Chains	FSC-PRO-40-003a	<u>List of approved National Group Chain of Custody Eligibility Criteria</u>		X		
Controlled Wood	FSC-STD-40-005	<u>Requirements for Sourcing FSC Controlled Wood</u>			X	
Controlled Wood	Various	<u>Controlled Wood (Centralized) National Risk Assessment</u>			X	
Markets & Supply Chains	FSC-STD-40-007	<u>Sourcing reclaimed material for use in FSC Product Groups or FSC Certified Projects</u>				X
Controlled Wood / Regulatory Framework	FSC-PRO-60-002a	<u>FSC National Risk Assessment Framework</u>			X	



Controlled Wood / Regulatory Framework	FSC-PRO-60-006b	<u>FSC Risk Assessment Framework</u>			X	
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## ANNEX 2 / D: PROJECT CERTIFICATION

Updated: 17/07/2024

Document identification			Project			
Cluster	Code	Title	ALWAYS APPLICABLE	OPTIONAL: Additional requirements when certified as a group member/ multisite CH	OPTIONAL: Additional requirements when sourcing FSC CW	OPTIONAL: Additional requirements when sourcing reclaimed material
MAIN STANDARD						
Markets & Supply Chains	FSC-STD-40- 006	<u>FSC Standard for Project Certification</u>	X			
GENERAL (NOT PROJECT-COC RELATED)						
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			
PRODUCT CLASSIFICATION						

Markets & Supply Chains	FSC-STD-40- 004a	<u>FSC Product Classification</u>	X			
<b>TRANSACTION VERIFICATION &amp; FALSE CLAIMS</b>						
Markets & Supply Chains	FSC-PRO-10- 201	<u>Transaction Verification Procedure</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 FSC® trademarks by certificate holders</u>	X			
Markets & Supply Chains	FSC-ADV-50-006	<u>Requirements for use of the FSC trademarks by project certificate holders</u>	X			
<b>WINDTHROW</b>						
Controlled Wood	FSC-ADV-20-008	<u>Controlled wood and windthrow</u>			X	
<b>DIRECTIVES</b>						
Controlled Wood	FSC-DIR-40-005	<u>FSC Directive on FSC Controlled Wood</u>			X	
Markets & Supply Chains	FSC-DIR-40-006	<u>FSC Directive on Project Certification</u>				
<b>OPTIONAL</b>						
Regulatory Framework	FSC-STD-01-004	<u>FSC Regulatory Module</u>	X			
Markets & Supply Chains	FSC-STD-40-003	<u>Chain of Custody Certification of Multiple Sites</u>		X		
Markets & Supply Chains	FSC-PRO-40- 003a	<u>List of approved National Group Chain of Custody Eligibility Criteria</u>		X		
Controlled Wood	FSC-STD-40-005	<u>Requirements for Sourcing FSC Controlled Wood</u>			X	
Controlled Wood	FSC---	<u>Controlled Wood (Centralized) National Risk Assessment</u>			X	
Markets & Supply Chains	FSC-STD-40-007	<u>Sourcing reclaimed material for use in FSC Product Groups or FSC Certified Projects</u>				X

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

**Anexo 3: FSC-POL-01-004 Política para a Associação de Organizações com o FSC (V2-0) e (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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Printed copies of this document are for reference only. Please refer to the electronic copy on the FSC website ([www.fsc.org](http://www.fsc.org)) to ensure you are referring to the latest version.

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



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

<b>Publication date:</b>	<u>4 October 2022</u>	
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<u>Version</u>	<u>Description</u>	<u>Date</u>
<u>V1-0</u>	<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>
<u>V2-0</u>	<u>The FSC Board of Directors approved the policy implementation details (see Part II) in September 2011.</u>	<u>01/09/2011</u>
<u>V3-0</u>	<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 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.

**Anexo 4: Autodeclaração sobre a FSC-POL-01-004 (Política para a Associação de Organizações com o FSC)**

O Licenciado declara explicitamente que leu, entendeu e observará a Política para a Associação de Organizações com o FSC (FSC-POL-01-004) disponível no Anexo 3.

17 de outubro de 2024

Date / Data  
Assinado por  
*Luis Aniceto Custódio*  
AFAA08BB0EEE4CE...

For Licensee / Assinatura do Licenciado

Luis Aniceto Custódio

Name of the legal representative / Nome do representante legal

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

## Anexo 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'.

	<p><b>False Claim incident:</b> 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.</p> <p><b>False Claim event:</b> 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.</p> <p><b>FSC Certification database:</b> A computer-based system containing <i>inter alia</i> information on Certification Data, Certification Bodies, Certificate Holders and other license holders. It includes a search function which is publicly accessible at <a href="http://info.fsc.org">info.fsc.org</a> ('<b>FSC Public Search</b>') and which enables producers, traders and consumers to verify the status and scope of an FSC Certification as well as provides transparency for stakeholders.</p> <p><b>FSC Trademark License Agreement:</b> The License Agreement for the FSC Certification Scheme signed by the certificate holder permitting use of the FSC trademarks ('licensed materials').</p> <p><b>Granted Rights:</b> 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.</p> <p><b>Inaccurate claim:</b> 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.</p> <p><b>Negligence:</b> Failure to exercise reasonable care.</p> <p><b>Non-conforming product:</b> 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.</p> <p><b>NCP requirements:</b> 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.</p> <p><b>Self-declared False Claim:</b> A False Claim is considered self-declared if the organization:</p> <ol style="list-style-type: none"> <li>a. detects it in an unforced manner, <i>and</i></li> <li>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, <i>and</i></li> <li>c. analyzes the root cause for occurrence of the False Claim, and implement measures to prevent their reoccurrence, <i>and</i></li> <li>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.</li> </ol> <p>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.</p>
<p><b>Background</b></p>	<p>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.</p> <p>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>

	<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>
<p><b>Advice</b></p>	<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).

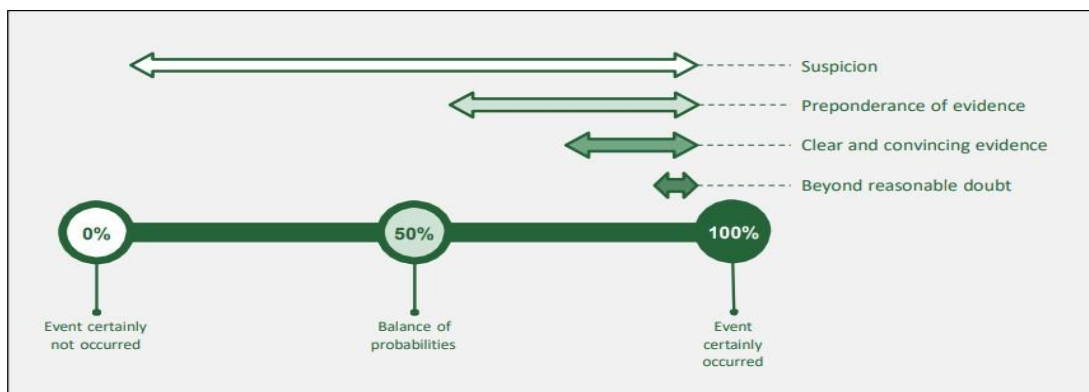
NOTE: In other cases, the organization may produce and release 'conforming product' from that FSC input.

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.

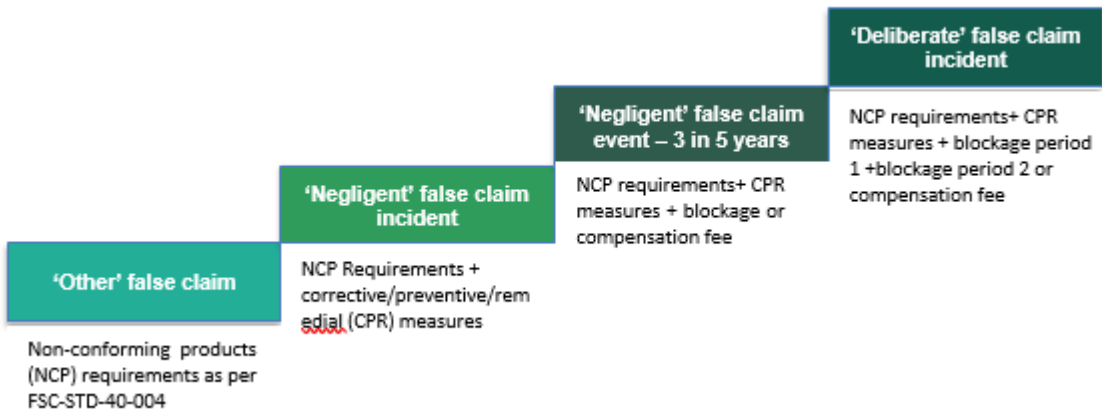
7.4. If the **organization** cannot or does not pay the compensation fee, then it will be blocked in accordance with FSC-PRO-10-003.

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

Anexo 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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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**

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1. Impact of False Claims
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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.