

License Agreement for the FSC®® Certification Scheme / Contrato de Licencia para el Esquema de Certificación FSC®

Between / Entre

- (1) FSC® Global Development GmbH, Adenauerallee 134, 53113 Bonn, Germany / FSC® Global Development GmbH, Adenauerallee 134, 53113 Bonn, Alemania, represented by the Managing Director / representado por el Director General, Mr. Kim Bering Becker Carstensen / Sr. Kim Bering Becker Carstensen,

- hereinafter / en lo sucesivo: 'FSC® GD' -

And / Y

- (2) Viña Concha y Toro S.A.

Nueva Tajamar 481, Torre Sur, Las Condes, Santiago, CHILE,-

Represented by Enrique Ortuzar

License code FSC®-C154029

- hereinafter / en lo sucesivo : 'Licensee' / "Licenciatario" -

- FSC® GD and Licensee hereinafter individually or jointly also referred to as 'Party' or 'Parties' / FSC® GD y el Licenciatario, en lo sucesivo, individual o conjuntamente, también denominados como "Parte" o "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 and 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.

Preámbulo

Considerando que, Forest Stewardship Council A. C. (en lo sucesivo, "**FSC® AC**"), con domicilio social en Calle Margarita Maza de Juárez nro. 436, Col. Centro, 68000 Oaxaca, México, es una organización internacional de membresía sin fines de lucro establecida para promover el manejo general sustentable, ambientalmente apropiado, socialmente beneficioso y económicamente viable de los bosques del mundo. FSC® AC y ha establecido el Grupo FSC® y desarrollado el Esquema de Certificación FSC® que respalda el manejo responsable de los recursos forestales mundiales.

Considerando que, FSC® GD es una empresa de responsabilidad limitada de propiedad total de FSC® AC, constituida de conformidad con la legislación alemana e inscrita en el Registro Mercantil del Juzgado de Distrito de Bonn bajo el número HRB 15990. FSC® GD gestiona el programa de licencias FSC® que incluye el otorgamiento de la licencia de las Marcas FSC® a los Titulares de Certificados.

V6.07-EN-ES-08-2023

Whereas, FSC® International Center gGmbH (hereinafter '**FSC® IC**') is a not-for-profit limited liability company wholly owned by FSC® AC, constituted according to German Law and registered in the commercial registry of the District Court of Bonn under HRB number 12589, having its registered office in Adenauerallee 134, 53113 Bonn, Germany. FSC® IC develops principles and standards for the FSC® Certification Scheme and fulfills its charitable functions within the meaning of the German Fiscal Code through the promotion of ecology and the environment, in particular with 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

Considerando que, FSC® International Center gGmbH (en lo sucesivo, "**FSC® IC**") es una sociedad de responsabilidad limitada sin fines de lucro de propiedad total de FSC® AC, constituida de conformidad con la legislación alemana e inscrita en el Registro Mercantil del Juzgado de Distrito de Bonn bajo el número HRB 12589, con domicilio social en Adenauerallee 134, 53113 Bonn, Alemania. FSC® IC desarrolla principios y estándares para el Esquema de Certificación FSC®, y satisface sus funciones altruistas según el Código Fiscal Alemán a través de la promoción de la ecología y el medioambiente, en particular con respecto a los bosques del mundo en aras del bien común. Entre dichas funciones se incluye proporcionar el liderazgo en, y el desarrollo del programa de políticas y estándares FSC®. Asimismo, FSC® IC está impulsando la implementación de programas educativos y de capacitación profesional que apoyan la conservación de los recursos forestales. También, FSC® IC realiza actividades de recaudación de fondos relacionadas con su objeto altruista.

Considerando que, ASI - Assurance Services International GmbH (en lo sucesivo, "**ASI**") es una sociedad de responsabilidad limitada de propiedad total de FSC® AC, constituida de conformidad con la legislación alemana e inscrita en el Registro Mercantil del Juzgado de Distrito de Bonn bajo el número HRB 13790 con domicilio social en Friedrich-Ebert-Allee 65, 53113 Bonn, Alemania. ASI se encarga de proporcionar determinados servicios de acreditación y garantía, que incluyen la verificación del cumplimiento de los requisitos de acreditación aplicables a las Entidades de Certificación.

Considerando que, el Licenciatario es el individuo o persona moral que busca, o bien, que ya ha obtenido la Certificación FSC® y se compromete a promover el manejo ambientalmente apropiado, socialmente beneficioso y económicamente viable de los bosques del mundo, y a abstenerse y disociarse de prácticas forestales inaceptables y de la violación de los principios y criterios del Esquema de Certificación FSC® (FSC®-STD-01-001).

Considerando que, el presente Contrato rige los derechos y las obligaciones entre el Licenciatario y FSC® GD para la Certificación FSC®. El presente Contrato también contiene elementos que rigen la relación del Licenciatario con otras entidades del Grupo FSC®. Asimismo, el presente Contrato hace referencia al Contrato de Certificación ya celebrado, o bien, a ser celebrado, entre el Licenciatario y una Entidad de Certificación para obtener o mantener la Certificación FSC®. El Esquema de Certificación FSC® es administrado por el Grupo FSC®, y el cumplimiento por parte del Licenciatario de los Requisitos de Certificación es verificado de forma periódica e independiente por una Entidad de Certificación. La Certificación FSC® solo puede otorgarse cuando el

Certification Agreement and when a positive decision was taken and maintained by the Certification Body *vis-à-vis* Licensee's compliance 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. 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,

Licenciario es titular de un Contrato de Licencia válido para el Esquema de Certificación FSC®, un Contrato de Certificación válido y cuando la Entidad de Certificación ha tomado y mantenido una decisión positiva *en relación con* el cumplimiento por parte del Licenciario de los Requisitos de Certificación. El presente Contrato contiene una licencia no exclusiva, sujeta a las limitaciones establecidas más adelante con los derechos y obligaciones asociados en este documento, para usar el Material Objeto de Licencia junto con los Productos Certificados FSC® y la promoción de Productos Certificados FSC® siempre que se cumpla con los Requisitos de Certificación. Asimismo, el presente Contrato contiene obligaciones que las Partes deberán asumir para garantizar la integridad del Esquema de Certificación FSC® y el cumplimiento de los requisitos legales.

Por lo tanto, en consideración del preámbulo, las Partes acuerdan lo siguiente:

1. Definiciones

- 1.1. **"Contrato"** significa este Contrato de Licencia para el Esquema de Certificación FSC®, con sus Anexos y también los Requisitos de Certificación que, en particular incluyen la Política para la Asociación, en sus versiones más recientes. Todos estos documentos forman parte integral del presente Contrato. La Entidad de Certificación también proporcionará una lista de los Requisitos de Certificación aplicables, que podrá consultarse en el **Anexo 2** y, siempre en su versión más reciente, en <https://FSC.org/en/normative-framework-overview>.
- 1.2. **"Nota Aclaratoria sobre Declaraciones Falsas"** significa la FSC®-ADVICE-40-004-18, incluida en FSC®-DIR-04-004 (una Directiva es una colección de varias Notas Aclaratorias), que describe el concepto y las consecuencias para un licenciario que hace Declaraciones Falsas. La Nota Aclaratoria sobre Declaraciones Falsas, que forma parte esencial de los Requisitos de Certificación, se puede encontrar en el **Anexo 5** y siempre es aplicable en su versión más reciente, que está disponible en FSC®-DIR-40-004 en FSC.org/en/document-centre. En la próxima revisión de FSC®-STD-40-004, el FSC®-ADVICE-40-004-18 se incorporará a FSC®-STD-40-004. Después de esta incorporación, el concepto y las consecuencias del Aviso sobre Declaraciones Falsas continúan aplicándose al Licenciario.
- 1.3. **"Empresas Afiliadas"** significa las empresas controladas por el Licenciario y las empresas que controlan al Licenciario. Control en este sentido significa la facultad para dirigir, restringir,

restrict, regulate, govern, or administer the performance of the other company through authority, rights, contract, or other means.

regular, gobernar o administrar el desempeño de la otra compañía a través de facultades, derechos, contrato u otros medios.

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.

1.4. **"Bloqueada"** significa la restricción para el Licenciario o ex Licenciario de llevar a cabo procesos o actividades que se incluyen dentro del alcance de su Certificación FSC®, y la restricción de reingreso al sistema FSC® mediante la recertificación o convirtiéndose en miembro de una certificación COC grupal o de sitios múltiples, o convirtiéndose en contratista de otros Titulares de Certificados con Certificación FSC® válida.

1.5. **'Certificate Holder'** refers to an individual or legal entity with FSC® Certification.

1.5. **"Titular del Certificado"** se refiere a una persona física o moral con Certificación FSC®.

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.

1.6. **"Contrato de Certificación"** se refiere a un contrato celebrado entre el Licenciario y una Entidad de Certificación con el propósito de obtener y mantener la Certificación FSC®.

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.

1.7. **"Datos de Certificación"** se refiere a todos los detalles del Titular del Certificado y su Certificación FSC®, según el Esquema de Certificación FSC®, que son procesados por la Entidad de Certificación para permitir que el Licenciario participe en el Esquema de Certificación FSC®, y que son necesarios para garantizar el cumplimiento de los Requisitos de Certificación e identificar claramente al Titular del Certificado y el alcance de su Certificación FSC®. Para permitir que los productores y los consumidores verifiquen el estatus y el alcance de una Certificación FSC®, la siguiente información estará disponible en la Búsqueda Pública FSC® (*FSC® Public Search*), de conformidad con los requisitos de protección de datos: nombre(s), domicilio, información de contacto del Licenciario, sitio web, código de licencia, código de certificado, tipo de certificado, tipos de Productos Certificados FSC®, especie, sistema de control, actividad primaria, actividad secundaria, categoría de salida, estándar, fecha de primera emisión y última emisión, fecha de vencimiento, nombre de la Entidad de Certificación responsable, límites y polígonos de unidades de manejo certificadas, informes públicos y ejecutivos de auditoría, evaluación de riesgos de la empresa, estatus de la Certificación FSC®, estatus de la licencia y cualquier otra información requerida en los Requisitos de Certificación.

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,

1.8. **"Requisitos de Certificación"** significa todos los requisitos que debe cumplir el Licenciario para calificar para la Certificación FSC®, obtenerla y mantenerla. Los Requisitos de Certificación se modifican en conformidad con el documento FSC®- PRO-01-001, e incluyen todos los documentos

Standards, Directives, Advice Notes, Guidance Documents, Interpretations and any other documentation developed by the FSC® Group) that are necessary for operating the FSC® Certification Scheme. A list of the applicable Certification Requirements will be provided by the Certification Body and can be found in **Annex 2** and, always in its most recent version, at [FSC®.org/normative-framework-overview](https://www.fsc.org/normative-framework-overview). All documents forming part of the Certification Requirements are available, always in their most recent versions at [FSC®.org/en/document-centre](https://www.fsc.org/en/document-centre).

(por ejemplo, Políticas, Estándares, Directivas, Notas de Asesoramiento, Documentos de Orientación, Interpretaciones y cualquier otra documentación desarrollada por el Grupo FSC®) que sean necesarios para gestionar el Esquema de Certificación FSC®. La Entidad de Certificación proporcionará una lista con los Requisitos de Certificación aplicables, que podrá consultarse en el **Anexo 2** y, siempre en su versión más reciente, en [FSC®.org/normative-framework-overview](https://www.fsc.org/normative-framework-overview). Todos los documentos que forman parte de los Requisitos de Certificación están disponibles, siempre en sus versiones más recientes, en [FSC®.org/en/document-centre](https://www.fsc.org/en/document-centre).

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| <p>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.</p> | <p>1.9. "Entidad de Certificación" significa una persona moral acreditada para el Esquema de Certificación FSC® por y con base en una decisión de ASI, que provee servicios de evaluación de conformidad según se definen en el documento FSC®-STD-20-001 y en el Contrato de Certificación. La Entidad de Certificación verifica inicial e independientemente el cumplimiento por parte del Licenciario de los Requisitos de Certificación, con el fin de tomar una decisión sobre si el Licenciario debe recibir y mantener la Certificación FSC®. Después de una decisión positiva respecto de la Certificación FSC®, la Entidad de Certificación verifica de manera periódica e independiente que el Licenciario cumpla con los Requisitos de Certificación para mantener la Certificación FSC®. A modo de aclaración, la Entidad de Certificación no es parte del Grupo FSC®.</p> |
| <p>1.10. 'Effective Date' means the date when this Agreement comes into force as provided for in Section 21 below.</p> | <p>1.10. "Fecha de Entrada en Vigencia" significa la fecha en que el presente Contrato entra en vigor según lo dispuesto en la Sección 21 más abajo.</p> |
| <p>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.</p> | <p>1.11. "Declaración Falsa" significa una Declaración FSC® realizada en documentos de ventas (físicos o electrónicos), o al uso de las marcas de FSC®, en productos y para proyectos que no son elegibles para contener tales declaraciones, etiquetados y/o promocionados como Certificados FSC® o Madera Controlada FSC® (<i>FSC® Controlled Wood</i>). Una Declaración Falsa es diferente a una declaración inexacta, en la cual un producto certificado FSC®, que es elegible para venderse como certificado FSC® se vende con una Declaración FSC® incorrecta.</p> |
| <p>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.</p> | <p>1.12. "Certificación FSC®" significa el estatus resultante de una persona física o moral que ha celebrado satisfactoriamente un Contrato de Certificación, y que está en conformidad con los Requisitos de Certificación y es titular de un Contrato de Licencia válido para el Esquema de Certificación FSC®.</p> |

- 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 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 (**'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/https://FSC-certification.microsoftportals.com/>.
- 1.13. **"Esquema de Certificación FSC®"** significa el esquema administrado por el Grupo FSC® a fin de habilitar a terceros independientes para la certificación del manejo forestal ambientalmente apropiado, socialmente beneficioso y económicamente viable, como un mecanismo de mercado que permite a productores y consumidores identificar y comprar productos forestales de madera y no madereros provenientes de bosques manejados adecuadamente. El Esquema de Certificación FSC® incluye los siguientes procedimientos:
 - 1.13.1. Inscripción, evaluación, monitoreo y certificación independiente en función de los Requisitos de Certificación; y
 - 1.13.2. Desarrollo y gestión de documentos normativos y no normativos (por ejemplo, Políticas, Estándares, Procedimientos, Directivas, Notas de Asesoramiento, Documentos de Orientación, Interpretaciones) necesarios para gestionar el Esquema de Certificación FSC®.
 - 1.14. **"Producto Certificado FSC®"** es un producto que cumple con todos los Requisitos de Certificación aplicables y es elegible para ser vendido con Declaraciones FSC®, y/o ser etiquetado y promocionado con las Marcas de FSC®. La Madera Controlada FSC® (*FSC® Controlled Wood*), según se define en los documentos FSC®-STD-40-005 y FSC®-STD-30-010, no se considera un Producto Certificado FSC®.
 - 1.15. **"Base de Datos de Certificación FSC®"** es un sistema informático que contiene información *inter alia*, sobre Datos de Certificación, las Entidades de Certificación, los Titulares de Certificados y otros titulares de licencias. Incluye una función de búsqueda con acceso público en info.FSC.org (**"Búsqueda Pública FSC®"**), que permite a productores, comerciantes y consumidores verificar el estatus y el alcance de una Certificación FSC® además de brindar transparencia a las partes interesadas.
 - 1.16. El **"Portal de Certificaciones FSC®"** es una interfaz informática cuyas funciones primarias son: habilitar la firma electrónica, la administración, la ejecución y puesta en práctica del presente Contrato. También se acuerda que sirva como el canal principal de comunicación entre FSC® GD y todos los Titulares de Certificados, incluyendo el Licenciario, respecto a los Requisitos de Certificación y otros aspectos relacionados con la relación contractual. Es accesible a través de <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.
- 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](https://www.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. 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 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.
- 1.17. **"Declaración FSC®"** es una declaración realizada en los documentos de venta y entrega de Productos Certificados FSC® o Madera Controlada FSC® (FSC® Controlled Wood). Las declaraciones son: FSC® 100%, FSC® Mix x%, FSC® Recycled x%, FSC® Mix Credit, FSC® Recycled Credit y Madera Controlada FSC® (FSC® Controlled Wood).
- 1.18. **"Red FSC®"** se refiere a la red global que apoya la misión del Grupo FSC®, y que consiste en el Grupo FSC®, la Fundación Indígena FSC® (*FSC® Indigenous Foundation*), FSC® Investments and Partnerships Inc. y otras organizaciones regionales y nacionales asociadas que figuran en [FSC®.org/en/page/locations](https://www.fsc.org/en/page/locations).
- 1.19. **"Grupo FSC®"** se refiere a FSC® AC, FSC® GD, FSC® IC y ASI.
- 1.20. **"Marcas FSC®"** significa todas las marcas en todo el mundo que son propiedad de FSC® IC o FSC® AC o cualquiera de sus subsidiarias, independientemente de que estén registradas o no.
- 1.21. **"FSC® Marketing and Communication Toolkit"** significa una plataforma de intercambio de información de mercadotecnia y comunicación, campañas de sustentabilidad, imágenes, herramientas de mercadotecnia y activos creativos a escala global, disponible en marketingtoolkit.fsc.org. El acceso a las herramientas del FSC® Marketing and Communication Toolkit lo proporciona la Entidad de Certificación.
- 1.22. El **"Portal de Marcas FSC®"** es el sistema de soporte web que se encuentra en trademarkportal.fsc.org y al que los Licenciarios pueden acceder para consultar el Material Objeto de Licencia, el material de soporte y la versión más reciente de la Lista de Registro de Marcas. El acceso al Portal de Marcas FSC® es proporcionado por la Entidad de Certificación.
- 1.23. **"Material Objeto de Licencia"** significa las Marcas FSC® que se licencian en virtud del presente Contrato, según lo establecido en el **Anexo 1**. Los colores, los formatos, el posicionamiento, el marcado y los usos de las Marcas FSC® se establecen en el presente Contrato y se complementan con la Lista de Registro de Marcas, los Requisitos de Uso de Marcas y otras instrucciones que proporcione la Entidad de Certificación o el Grupo FSC®.
- 1.24. **"Inspección"** significa el acceso del Grupo FSC® y/o sus delegados/auditores designados a la información, documentos, instalaciones, personal y sistemas del Licenciario. Las Inspecciones se limitan a verificar la conformidad del Licenciario con los Requisitos de Certificación.

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| <p>1.25. 'Policy for the Association' means the requirements set out in FSC®-POL-01-004 which are the core principles and values any organization associated with FSC® must comply with and are therefore specifically highlighted herein. The Policy for 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.</p> | <p>1.25. "Política para la Asociación" significa los requisitos establecidos en el documento FSC®-POL-01-004, que son los principios y valores fundamentales que cualquier organización asociada con FSC® debe cumplir y, por lo tanto, se destacan específicamente en el presente documento. La Política para la Asociación, que es una parte importante de los Requisitos de Certificación, se puede consultar en el Anexo 3, y siempre es aplicable en su versión más reciente que está disponible en FSC®.org/en/document-centre.</p> |
| <p>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.</p> | <p>1.26. "Tercero" o "Terceros" se refiere a todas las demás partes (es decir, personas físicas, organizaciones, corporaciones o grupos de personas) que no son parte del presente Contrato.</p> |
| <p>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.</p> | <p>1.27. "Lista de Registro de Marcas" es una tabla con información de marcas FSC®, que indica el estatus de registro de las marcas por país, ordenadas por región, y cuya versión más reciente se encuentra en el Portal web de Marcas FSC® en trademarkportal.FSC®.org.</p> |
| <p>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.</p> | <p>1.28. "Requisitos de Uso de Marcas" se refiere a las reglas aplicables a todos los Titulares de Certificados para el uso del Material Objeto de Licencia, tal como se establece en el documento FSC®-STD50-001 y los documentos a los que éste hace referencia. Estas reglas establecen los requisitos mínimos y proporcionan recomendaciones de uso del Material Objeto de Licencia para el etiquetado de productos y la promoción de Productos Certificados FSC® y la Certificación FSC®.</p> |
| <p>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, <i>inter alia</i>, 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.</p> | <p>1.29. "Datos de Verificación de Transacciones" incluyen información específica de una transacción de compra o venta de Productos Certificados FSC®, de conformidad con los Requisitos de Certificación. Dicha información incluye, <i>entre otros datos</i>, el número del documento de la transacción (número de factura, número de envío, etc.), fecha de la transacción, precios, descripción del material o producto, especie de madera, cantidades y unidades de la transacción, declaración de certificación específica, número de licencia FSC® del socio comercial y tipo de producto.</p> |

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®-

2. Licencia para usar el Material Objeto de Licencia

- 2.1. FSC® GD concede al Licenciatario una licencia libre de regalías, revocable, no exclusiva e intransferible para usar el Material Objeto de Licencia para Declaraciones FSC®, , en el

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.

etiquetado de Productos Certificados FSC® y para uso promocional en todo el mundo (en lo sucesivo, "**Derechos Concedidos**"), según las condiciones establecidas en la Sección 3 y de conformidad con la versión actual de los Requisitos de Certificación, los Requisitos de Uso de Marcas y la Lista de Registro de Marcas.

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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>2.3. For the avoidance of doubt, the use of the Licensed Materials is especially prohibited in connection with:</p> <p>2.3.1. any product that falls outside of the scope of Licensee's FSC® Certification;</p> <p>2.3.2. any product with labelling or packaging that misidentifies the composition of the product;</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>2.3.4. any False Claims on sales documents as defined in 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>2.3.6. 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>2.4. FSC® GD warrants to Licensee that it has been authorized to license the Granted Rights to Licensee under this Agreement.</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>2.2. No están permitidas la cesión, venta y transferencia a Terceros de los Derechos Concedidos, ni la sublicencia a Terceros de los Derechos Concedidos sin la aprobación previa por escrito de FSC® GD.</p> <p>2.3. Para evitar dudas, el uso del Material Objeto de Licencia estará especialmente prohibido en relación con:</p> <p>2.3.1. Cualquier producto que se encuentre fuera del alcance de la Certificación FSC® del Licenciario;</p> <p>2.3.2. Cualquier producto con etiquetado o embalaje que identificara erróneamente la composición del producto;</p> <p>2.3.3. Cualquier producto que no fuera elegible para ser vendido con Declaraciones FSC®, y para ser etiquetado y promocionado con las Marcas FSC®;</p> <p>2.3.4. Cualquier Declaración Falsa en documentos de ventas, según se define en el documento FSC®-STD-20-011;</p> <p>2.3.5. Cualquier producto producido o vendido, o bien el uso promocional del Material Objeto de Licencia, mientras los Derechos Concedidos conforme al presente Contrato se encuentran suspendidos de conformidad con la Sección 14 citada más abajo, o después de la terminación del presente Contrato conforme a la Sección 15 citada más abajo;</p> <p>2.3.6. Cualquier producto producido o vendido, o bien el uso promocional del Material Objeto de Licencia, mientras la Certificación FSC® se encuentre suspendida o después de que se termine la Certificación FSC®.</p> <p>2.4. FSC® GD garantiza al Licenciario que ha sido autorizado para conceder licencias de los Derechos Concedidos al Licenciario en virtud del presente Contrato.</p> <p>2.5. Asimismo, FSC® GD garantiza al Licenciario que, al mejor saber y entender de FSC® GD en el momento de la Fecha de Entrada en Vigencia, el uso del Material Objeto de Licencia no infringe ningún derecho preexistente o previamente registrado sobre marcas de Terceros.</p> |
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3. Status of Agreement and FSC® Certification

- 3.1. Licensee's FSC® Certification can have the following status:
- Valid;
 - Suspended;
 - Terminated;
 - Suspended and blocked;
 - Terminated and blocked.
- 3.2. The Agreement can have the following status:
- Valid;
 - Valid with suspended Granted Rights;
 - Terminated.
- 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.
- 3.4. FSC® Certification can only have a valid status if the following conditions are cumulatively met:
- (i) Licensee has accepted all terms and conditions of this Agreement,
 - (ii) the Granted Rights have not been suspended,
 - (iii) Licensee has entered into a Certification Agreement and
 - (iv) Licensee's operations comply with the Certification Requirements.
- 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 *ipso facto* suspended without further notice.
- 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 *ipso facto* be affected. As a result, if the Granted Rights are suspended, the FSC® Certification is *ipso facto* suspended. If this Agreement is terminated, the FSC® Certification is *ipso facto* terminated.
- 3.7. Notwithstanding Sections 3.5 and 3.6, the FSC® Certification shall be terminated when Licensee

3. Estatus del Contrato y Certificación FSC®

- 3.1. La Certificación FSC® del Licenciario puede tener cualquiera de los siguientes estatus:
- Válida;
 - Suspendida;
 - Terminada;
 - Suspendida y bloqueada;
 - Terminada y bloqueada.
- 3.2. El Contrato puede tener el siguiente estatus:
- Válido;
 - Válido con Derechos Otorgados suspendidos;
 - Terminado.
- 3.3. A modo de aclaración, el Licenciario tiene permitido utilizar los Derechos Concedidos otorgados en virtud del presente Contrato solo si la Certificación FSC® del Licenciario tiene un estatus de "válida".
- 3.4. La Certificación FSC® solo puede tener estatus de "válida" si se cumplen de manera cumulativa las siguientes condiciones:
- (i) El Licenciario ha aceptado todos los términos y las condiciones del presente Contrato;
 - (ii) Los Derechos Concedidos no han sido suspendidos;
 - (iii) El Licenciario ha celebrado un Contrato de Certificación; y
 - (iv) Las operaciones del Licenciario cumplen con los Requisitos de Certificación.
- 3.5. El estatus de los Derechos Concedidos en virtud del presente Contrato depende del estatus de la Certificación FSC® del Licenciario, tal como se publica en la Búsqueda Pública FSC® (*FSC® Public Search*). Por lo tanto, si la Certificación FSC® se suspende o termina, los Derechos Concedidos se suspenderán *ipso facto* sin notificaciones adicionales.
- 3.6. No obstante la Sección 3.5, los Derechos Concedidos podrán suspenderse de conformidad con la Sección 14 citada más abajo, o bien el presente Contrato podrá terminarse de conformidad con la Sección 15 citada más abajo. En tal caso, el estatus de la Certificación FSC® también se afectará *ipso facto*. Como resultado, si se suspendieran los Derechos Concedidos, la Certificación FSC® se suspenderá *ipso facto*. Si el presente Contrato se termina, la Certificación FSC® terminará *ipso facto*.
- 3.7. No obstante las Secciones 3.5 y 3.6, la Certificación FSC® deberá terminarse cuando el

does not hold a valid Certification Agreement with a Certification Body.

Licenciario no cuenta con un Contrato de Certificación válido con una Entidad de Certificación.

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.

3.8. La suspensión de los Derechos Concedidos de conformidad con las Secciones 3.5 y 3.6 no afectará las otras obligaciones de ambas Partes bajo el presente Contrato.

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

3.9. Durante y después del Plazo del presente Contrato, FSC® GD tiene el derecho expreso de publicar los Datos de Certificación en la Búsqueda Pública FSC® (*FSC® Public Search*) para demostrar el estatus de la Certificación FSC® del Licenciario. Los Datos de Certificación permanecerán en la Búsqueda Pública FSC® (*FSC® Public Search*) durante siete (7) años después de la terminación o el vencimiento del presente Contrato.

4. FSC® Trademark Services

4. Servicios de Marcas 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. Las Partes reconocen que la Entidad de Certificación proporciona verificaciones de cumplimiento con respecto al uso del Material Objeto de Licencia en representación de FSC® GD. Por lo tanto, la Entidad de Certificación deberá ser el primer punto de contacto para el Licenciario en el contexto del uso de las marcas. En este sentido, la Entidad de Certificación brinda los siguientes servicios:

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. Revisa y aprueba el uso propuesto por el Licenciario del Material Objeto de Licencia, en función de los Requisitos de Certificación y los Requisitos de Uso de Marcas en su versión más reciente; y

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. Brinda apoyo con respecto al uso del Material Objeto de Licencia y el acceso al mismo, así como al material de apoyo, incluido el acceso a través del Portal de Marcas FSC® y las herramientas del FSC® Marketing and Communication Toolkit.

4.2. FSC® GD reserves the right to perform the functions mentioned in Sections 4.1.14.1.2 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. FSC® GD se reserva el derecho de llevar a cabo las funciones mencionadas en las Secciones 4.1.14.1.2 y 4.1.2 precedentes para proteger sus marcas, en cumplimiento del Esquema de Certificación FSC®. En caso de que FSC® GD decidiera llevar a cabo las funciones antes descritas, la decisión tomada por FSC® GD prevalecerá sobre cualquier decisión tomada por la Entidad de Certificación respecto del mismo asunto, y deberá ser comunicada al Licenciario.

5. Incorporation and Modification of Certification Requirements

5. Incorporación y Modificación de Requisitos de Certificación

5.1. By signing this Agreement, Licensee declares that it has read, understood and accepted the

5.1. Al firmar el presente Contrato, el Licenciario declara que ha leído, entendido y aceptado los

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).

5.2. The FSC® Group reserves the right to unilaterally develop new and revise all or parts of the existing Certification Requirements, in particular to the extent the development and revisions are decided by the FSC® AC General Assembly or the FSC® Board of Directors or the FSC® Director General, or are otherwise necessary to comply with new or modified legal, regulatory, technical or environmental requirements or, to maintain the purpose and level of integrity of the FSC® Certification Scheme or in furtherance of the FSC® Certification Scheme. 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

términos de los Requisitos de Certificación, y reconoce que los Requisitos de Certificación se consideran parte integral de este Contrato. Se puede consultar una descripción general de los Requisitos de Certificación aplicables al presente Contrato en el **Anexo 2** y, en su versión más reciente, en [FSC®.org/normative-framework-overview](https://www.fsc.org/normative-framework-overview).

5.2. El Grupo FSC® se reserva el derecho de desarrollar nuevos y modificar unilateralmente todos los Requisitos de Certificación existentes, o una parte de ellos, en particular en la medida en que el desarrollo y las revisiones decididas por la Asamblea General de FSC® AC o el Consejo de Administración de FSC® o el Director General de FSC®, o que de otra manera sean necesarias para cumplir con nuevos o modificados requisitos legales, regulatorios, técnicos o medioambientales o, a fin de mantener el propósito y el nivel de integridad del Esquema de Certificación FSC® o en cumplimiento de dicho esquema. Sin embargo, no habrá cambios fundamentales sin una consulta a las partes interesadas respectivas del Esquema de Certificación FSC®. Con la debida antelación, el Grupo FSC® informará al Licenciario electrónicamente a la dirección de correo electrónico proporcionada de acuerdo con la Sección 11.4 sobre la naturaleza y el alcance de cualquier desarrollo o revisión de los Requisitos de Certificación relacionados con el Licenciario. Se considera que el Licenciario ha declarado su consentimiento con los Requisitos de Certificación nuevos o aquellos modificados y éstos se convertirán en una parte integral de este Contrato en la fecha de vigencia anunciada, a menos que el Licenciario se oponga expresamente dentro de las seis (6) semanas posteriores a la recepción de la nueva versión. En la información proporcionada, el FSC® GD deberá llamar especialmente la atención del Licenciario sobre la importancia inherente al comportamiento del Licenciario. El Licenciario será responsable de cumplir e implementar la correspondiente versión nueva o modificada de los Requisitos de Certificación dentro del periodo especificado en los Requisitos de Certificación.

6. Política para la Asociación de Organizaciones con FSC®

6.1. La Política para la Asociación es un componente esencial de los Requisitos de Certificación y contiene principios y valores fundamentales con los que el Licenciario deberá cumplir. La Política para la Asociación también define actividades específicas inaceptables que deberán evitarse. La Política para la Asociación

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.
- 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

en su edición actual se incluye en el **Anexo 3** y forma parte integral del presente Contrato junto con la autodeclaración obligatoria del **Anexo 4**.

7. Declaraciones Falsas y Consecuencias (Tarifa de Compensación y Bloqueo)

- 7.1. La Nota Aclaratoria sobre Declaraciones Falsas es otro componente esencial de los Requisitos de Certificación, que contiene obligaciones y consecuencias clave para el Licenciatario. La Nota Aclaratoria sobre Declaraciones Falsas se encuentra en su edición actual incluida en el **Anexo 5** y forma parte integral de este Contrato.
- 7.2. Las Consecuencias de las Declaraciones Falsas incluyen, entre otras, el bloqueo y la tarifa de compensación. El propósito de la tarifa de compensación es proteger la confianza en la integridad del Sistema de Certificación FSC®, proteger a todos los Licenciarios que cumplen, así como la alta reputación y credibilidad de la que goza el Sistema de Certificación FSC® en todo el mundo. La tarifa de compensación protegerá aún más a los productores y consumidores contra cualquier engaño por Declaraciones Falsas. La tarifa de compensación también cubre al menos parte de los costos incurridos por los miembros del Grupo FSC® para investigar las Declaraciones Falsas que conducen al pago de la tarifa de compensación.
- 7.3. La tarifa de compensación, incluido el método de cálculo aplicable y el monto de la tarifa de compensación, se especifican en FSC®-PRO-10-003 que se puede encontrar en el **Anexo 6**.
- 7.4. El método de cálculo garantizará que la tarifa de compensación aplicable pagadera por el Licenciario al FSC® GD sea adecuada, en particular proporcional a la naturaleza, el peso, la gravedad y la duración de la Reclamación Falsa específica en cuestión, incluido su impacto en la integridad y reputación del Esquema de Certificación FSC®.
- 7.5. La posibilidad de ejercer una reclamación por daños y perjuicios debido a una Reclamación Falsa que excede la tarifa de compensación ("Vertragsstrafe") se mantiene vigente. Sin embargo, la tasa de compensación se compensará con dicha reclamación por daños y perjuicios.

8. Principales Obligaciones del Licenciario y Colaboración de Buena Fe

- 8.1. El Licenciario deberá cumplir con las disposiciones del presente Contrato y los Requisitos de Certificación.
- 8.2. El Licenciario deberá ejercer los Derechos Concedidos de conformidad con la Sección 2.1

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:

- 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

precedente y deberá utilizar el Material Objeto de Licencia en buena fe y estrictamente de conformidad con los términos y las disposiciones del presente Contrato. El Licenciatario también deberá actuar de conformidad con los Requisitos de Uso de Marcas y todas las instrucciones razonables sobre el uso del Material Objeto de Licencia dispuestas por el Grupo FSC® y la Entidad de Certificación.

8.3. De conformidad con los Requisitos de Uso de Marcas, el Licenciatario deberá obtener la aprobación previa de la Entidad de Certificación para:

- Todos los usos propuestos del Material Objeto de Licencia para el etiquetado en productos y el uso promocional; o
- Todos los sistemas de gestión de uso de marcas.

8.4. Con el propósito de verificar y confirmar que el Licenciatario cumple con el presente Contrato, el Licenciatario deberá, a solicitud del Grupo FSC®, proporcionar al Grupo FSC®, a la Entidad de Certificación y/o sus delegados/auditores designados, documentos de ventas (facturas, órdenes de compra, documentos de envío, etc.), libros de registro de volumen, especímenes, imágenes y muestras de productos terminados, detalles de productos o servicios, material promocional, servicios publicitados que incluyan el Material Objeto de Licencia y muestras de Productos Certificados FSC® y productos forestales (incluyendo, sin limitación, discos de madera, astillas de madera, flores, hojas, frutas, muestras de madera, etc.) para someterlos a pruebas de fibra y otros medios de evaluación (incluyendo, sin limitación, la identificación de la madera). FSC® GD garantiza que el Grupo FSC® exigirá dichos documentos, material y muestras de manera razonable, y solo en la medida necesaria para realizar las verificaciones correspondientes. El Licenciatario deberá proporcionar los documentos, el material y las muestras solicitadas por el Grupo FSC® sin demoras indebidas. El Grupo FSC® tratará todos los documentos, el material y las muestras de manera confidencial, y exigirá lo mismo a la Entidad de Certificación o sus delegados/auditores que hubiesen sido designados. El tratamiento confidencial no aplicará si existiera una obligación legal de divulgación, si los datos ya fueran del dominio público o si fuera necesario divulgarlos durante la ejecución de medidas legales, por ejemplo, en diligencias de procesos judiciales.

8.5. Para proteger la integridad del Esquema de Certificación FSC®, incluida la protección de las marcas, así como para evitar la confusión de los

market participants and to combat fraudulent behaviors in relation to the FSC® Certification Scheme, Licensee shall, upon request:

participantes del mercado y combatir conductas fraudulentas en relación con el Esquema de Certificación FSC®, cuando le sea solicitado, el Licenciario deberá:

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;

8.5.1. Proporcionar al Grupo FSC® la estructura corporativa del Licenciario y la lista de sus Empresas Afiliadas. En caso de necesidad, el Grupo FSC® podrá compartir la estructura corporativa del Licenciario y la lista de sus Empresas Afiliadas con un socio relevante de la red nacional;

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 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;

8.5.2. Permitir que FSC® GD, o los delegados/auditores que se hubieran designado, realicen Inspecciones en cualquier momento durante el Plazo del presente Contrato y después de la suspensión de los Derechos Concedidos, o dentro de los dos (2) años posteriores a la terminación o el vencimiento del presente Contrato. FSC® GD realizará Inspecciones de manera razonable y solo en la medida necesaria para garantizar la integridad del Esquema de Certificación FSC®. A menos que fuera necesario evitar daños inmediatos al Esquema de Certificación FSC® y sus participantes, las Inspecciones se anunciarán al menos tres (3) días antes de que se realicen, y se llevarán a cabo durante las horas hábiles habituales. El Licenciario deberá permitir a FSC® GD el acceso a sus instalaciones y proporcionar la información, los documentos y el material solicitados sin demoras indebidas. FSC® GD deberá tratar toda la información, los documentos y materiales de manera confidencial. El tratamiento confidencial no se aplicará si existiera una obligación legal de divulgar la información, si la información ya fuera del dominio público o si la información necesitara ser divulgada durante la ejecución de medidas legales, por ejemplo, en diligencias de procesos judiciales;

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. Proporcionar al Grupo FSC®, la Entidad de Certificación y/o los delegados/auditores que se hubieran designado, los Datos de Verificación de Transacciones durante el Plazo del presente Contrato y después de la suspensión de los Derechos Concedidos, o dentro de los dos (2) años posteriores a la terminación o el vencimiento del presente 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. Proporcionar a FSC® GD y sus delegados/ auditores autorizados toda la documentación necesaria para evaluar el cumplimiento, incluyendo, sin limitar, las facturas, los documentos de envío, los informes de auditoría, los documentos de procura y las declaraciones de aduanas.

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| <p>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.</p> | <p>8.6. A solicitud, el Licenciatario deberá proporcionar la información mencionada en las Secciones 8.5.1, 8.5.3 y 8.5.4 dentro de los catorce (14) días calendario.</p> |
| <p>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.</p> | <p>8.7. El Licenciatario deberá verificar el estatus de la Certificación FSC® de los socios comerciales a quienes compran los Productos Certificados FSC® en la Búsqueda Pública FSC® (FSC® Public Search), en la dirección info.FSC.org.</p> |
| <p>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.</p> | <p>8.8. El Licenciatario deberá asegurarse siempre y será responsable ante el Grupo FSC® de que los datos de contacto mencionados en la Sección 11 citada más abajo sean correctos y se actualicen periódicamente.</p> |
| <p>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.</p> | <p>8.9. FSC® GD y/o ASI se reservan el derecho de, previo a tomar medidas legales de acuerdo con este Contrato, acercarse al Licenciatario para darle oportunidad de que demuestre su cumplimiento con este Contrato o con los Requisitos de Certificación en particular. Ante tal solicitud y dentro de las dos (2) semanas calendario siguientes, el Licenciatario debe presentar evidencia que demuestre su cumplimiento y refutando debidamente la causa que dio origen a la solicitud. Se considerará que la evidencia (hechos) presentada por el Licenciatario es aceptable por estar debidamente fundamentada, cuando se citen hechos que, dentro de su contexto, sea capaces de eliminar, sin lugar a una duda razonable por parte del FSC® GD, las circunstancias de los hechos del presunto incumplimiento. La obligación de demostrar no se entenderá satisfecha si FSC® GD no puede juzgar si el supuesto incumplimiento ocurrió o no en base a la información presentada; ya sea por presentación insuficiente o faltante por parte del Licenciatario.</p> |

9. Quality and Maintenance of the Licensed Materials

9. Calidad y mantenimiento del Material Objeto de Licencia

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| <p>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.</p> | <p>9.1. Previa solicitud, el Licenciatario deberá proporcionar al Grupo FSC® los documentos de ventas (facturas, órdenes de compra, documentos de envío, etc.), especímenes, imágenes y muestras de productos terminados, detalles de productos o servicios, material de promoción y/o servicios publicitados que incluyan el Material Objeto de Licencia, para demostrar el uso de las Marcas FSC®, con el propósito de mantener y proteger los derechos de propiedad intelectual del Grupo FSC®.</p> |
| <p>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</p> | <p>9.2. FSC® GD garantiza que se utilizará todo lo que esté a su alcance para mantener y proteger los derechos de propiedad intelectual con respecto al Material Objeto de Licencia. El registro del Material Objeto de Licencia como marcas, o</p> |

other form of intellectual property, remains within the absolute discretion of FSC® AC.

cualquier otra forma de propiedad intelectual, queda a la absoluta discreción de FSC® AC.

10. Violations of the FSC® Trademarks

10. Violaciones de las Marcas 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® 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.
 - 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.
 - 10.3. 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,
- 10.1. Durante el Plazo del presente Contrato y posteriormente, el Licenciatario se obliga a no llevar a cabo, a través de sí mismo o a través de cualquier Tercero, acciones que impliquen la adopción, el registro (o intento de registro), o mantener cualquier solicitud o registro de una marca o de otros derechos de propiedad intelectual, nombre comercial, dominio, razón o denominación social o similar o una parte de los mismos de cualesquiera de las Marcas FSC®, cualquier palabra, traducción o transliteración que tuviera el mismo significado que cualesquiera de las Marcas FSC®; o bien cual(es)quier palabra(s), inicial(es), signo(s), símbolo(s) o imagen(es), o una combinación de los mismos, que sea(n) idéntico(s), confuso(s) o que sea(n) engañosamente similar(es) a las Marcas FSC®. En caso de que el Licenciatario adquiriera derechos no registrados en relación con el uso del Material Objeto de Licencia, sin un registro según lo dispuesto por las normas obligatorias de la legislación, no hará uso de dichos derechos no registrados mientras el presente Contrato no permita el uso del Material Objeto de Licencia. En ningún momento el Licenciatario deberá transferir a Terceros cualesquiera de dichos derechos no registrados, y de forma permanente se abstendrá del uso posterior de dichos derechos no registrados una vez que el presente Contrato haya vencido o haya sido terminado.
 - 10.2. El Licenciatario deberá, sin demoras indebidas, notificar por escrito a FSC® GD y la Entidad de Certificación a cargo en caso de que se haga conocedor de algún intento de un Tercero para adoptar o registrar como marca, nombre comercial, dominio, razón o denominación social o similar, o alguna parte de los mismos, cualquiera de las Marcas FSC®, cualquier palabra, traducción o transliteración que tuviera el mismo significado que cualquiera de las Marcas FSC®, o cual(es)quier palabra(s), inicial(es), signo(s), símbolo(s) o imagen(es), o bien una combinación de los mismos, que sea(n) idéntico(s), confuso(s) o engañosamente similar(es) a las Marcas FSC®.
 - 10.3. El Licenciatario deberá, sin demoras indebidas, notificar por escrito a FSC® GD y la Entidad de Certificación a cargo, y deberá proporcionar a FSC® GD y la Entidad de Certificación todos los documentos e información relevantes (por ejemplo, el nombre del presunto infractor y sus datos de contacto, la información relativa la(s) fecha(s) de la infracción, la fuente y ubicación y

photographs, screenshots, emails, letters, etc.) in the event that:

las pruebas como documentos de ventas, fotografías, capturas de pantalla, correos electrónicos, cartas, etc.) en el caso de que:

- 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. El Licenciatario tuviese conocimiento de cualquier uso no autorizado de un Tercero, o posible uso no autorizado, del Material Objeto de Licencia (incluido el etiquetado compartido y/o la marca compartida no autorizados);
- 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. El Licenciatario tuviese conocimiento de cualquier uso no autorizado de un Tercero, o posible uso no autorizado, de una representación gráfica, marca, dominio o nombre comercial que fuera idéntico o confusamente similar al Material Objeto de Licencia;
- 10.3.3. Licensee becomes aware that a Third Party alleges that the Licensed Materials are invalid;

10.3.3. El Licenciatario tuviese conocimiento de que un Tercero alega que el Material Objeto de Licencia no es válido;
- 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;

10.3.4. El Licenciatario tuviese conocimiento de que un Tercero alega que el uso del Material Objeto de Licencia infringe cualquier derecho de otro Tercero;
- 10.3.5. Licensee is threatened or challenged by a Third Party regarding Licensee's use of the Licensed Materials.

10.3.5. El Licenciatario fuese amenazado o cuestionado por Terceros con respecto al uso que el Licenciatario hace del Material Objeto de Licencia.
- 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.

10.4. El Licenciatario no tendrá autoridad para hacer cumplir o amenazar con hacer cumplir los derechos de marca del Grupo FSC®, ni tendrá derecho a exigir o controlar la implementación de cualquier medida por parte del Grupo FSC® para hacer cumplir dichos derechos. Asimismo, el Licenciatario no podrá ejercer ni hacer valer frente a Terceros cualquier derecho que tuviera alguna conexión con el Material Objeto de Licencia, independientemente de su fundamento legal, sin el consentimiento previo por escrito de FSC® GD.

11. Processing of Data and Consent Declaration

11. Tratamiento de Datos y Declaración de Consentimiento

- 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 fulfill its contractual obligations and exercise its contractual rights in compliance.

11.1. Dentro de los límites establecidos por las leyes aplicables, FSC® GD procesará los datos de negocios y personales del Licenciatario recopilados al solicitar la Certificación FSC®, que se generan durante la relación contractual con FSC® GD, en la medida en que fuera necesario para cumplir con sus obligaciones contractuales y ejercer sus derechos contractuales en conformidad.
- 11.2. The data processed pursuant to Section 11.1 includes, without limitation, (i) FSC® GD's access

11.2. Entre los datos procesados de conformidad con la Sección 11.1 se incluyen, entre otros, (i) la

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.

información a la que FSC® GD accede y que recopila en relación con los "Datos de Certificación" según se definen en la Sección 1.7, (ii) el acceso del FSC® GD y la recopilación de Datos de Verificación de Transacciones, los resultados de pruebas de fibra y otras evaluaciones de conformidad puestas a disposición por la Entidad de Certificación o ASI, con el fin de verificar el cumplimiento del Licenciario con el presente Contrato y con otros fines de investigación científica, en virtud del documento FSC®-STD-40-004, y (iii) la publicación de los Datos de Certificación, *entre otros*, el nombre, domicilio y la información de contacto de los Licenciarios, que pueden ser también personas físicas, en la Búsqueda Pública FSC® (*FSC® Public Search*) y la Base de Datos de Certificación FSC®.

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| <p>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.</p> | <p>11.3. FSC® GD puede compartir detalles de contacto, así como información comercial con respecto a los Datos de Certificación del Licenciario a la Red FSC® para permitir que la Red FSC® asista, brinde servicios y mejoras dentro del Esquema de Certificación FSC® en el mercado local.</p> |
| <p>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).</p> | <p>11.4. A través del Portal de Certificación FSC®, el Licenciario deberá proporcionar al Grupo FSC® y sus socios relevantes de la red nacional y regional los datos personales de contacto de la(s) persona(s) de contacto designada(s) (por ejemplo, nombre, dirección de correo electrónico personalizada y/o número de teléfono, cargo) para cada fin específico (tales como contacto principal para FSC®, mercadotecnia, avisos legales/notificaciones, etc.). Como alternativa a proporcionar datos personales de personas designadas como contacto, el Licenciario podrá proporcionar datos de contacto no personalizados (por ejemplo, marketing@company.com).</p> |
| <p>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).</p> | <p>11.5. El Licenciario deberá proporcionar datos personales de contacto de una persona de contacto designada (por ejemplo, nombre, dirección de correo electrónico personalizada y/o número de teléfono) para que estén disponibles públicamente en la Búsqueda Pública FSC® (<i>FSC® Public Search</i>). Como alternativa a proporcionar datos personales de una persona o personas de contacto designada(s), el Licenciario podrá proporcionar datos de contacto no personalizados (por ejemplo, info@company.com).</p> |
| <p>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®</p> | <p>11.6. En caso de que el Licenciario elija proporcionar datos personales de contacto de las personas de contacto designadas como se indica en las Secciones 11.4 y 11.5, el Licenciario necesita asegurarse de que cada persona de contacto designada acepte de propia voluntad la</p> |

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.

declaración digital de consentimiento a través del Portal de Certificación FSC® para cada propósito especificado. En caso de que hubiera cambios, las personas de contacto designadas y el Licenciario estarán obligados a ajustar la declaración digital de consentimiento a través del Portal de Certificación FSC® con la mayor brevedad posible.

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).

11.7. El Licenciario acepta en la mayor medida posible participar para garantizar la mejora continua del desempeño del Esquema de Certificación FSC®, con el objetivo final de aumentar la satisfacción de los Titulares de Certificados e incrementar la competitividad de FSC® en el mercado (por ejemplo, mediante la participación en encuestas, seminarios web, etc., organizados por la Red FSC®).

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.

11.8. El Licenciario reconoce que, debido al carácter global del Esquema de Certificación FSC®, es posible que FSC® GD, la Entidad de Certificación y ASI procesen datos personales del Licenciario fuera de la Unión Europea, en países que no tengan un estándar adecuado de protección de datos. En este caso, se han establecido salvaguardas adecuadas para garantizar un nivel adecuado de protección de datos de la información personal del Licenciario.

12. FSC®'s Limitation of Liability and No

Waiver of Rights

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

12. Limitación de responsabilidad y no renuncia de derechos de FSC®

12.1. La responsabilidad de FSC® GD por daños causados por negligencia simple se encuentra limitada a los daños derivados del incumplimiento de obligaciones contractuales materiales, cuyo cumplimiento es un requisito previo para la ejecución adecuada del Contrato, y en cuyo cumplimiento el socio contractual regularmente confía y tiene derecho a confiar; en este caso, sin embargo, la responsabilidad de FSC® GD se limitará a los daños típicamente previsibles. Esta limitación de responsabilidad se aplicará igualmente a cualquier daño causado por negligencia grave por parte de los empleados o agentes de FSC® GD que no sean órganos rectores o ejecutivos de FSC® GD.

12.2. Las limitaciones de responsabilidad establecidas en la Sección 12.1 se aplicarán a todos las reclamaciones por daños, independientemente de su fundamento legal, con la excepción de las reclamaciones por daños presentadas por el Licenciario (i) con intención, (ii) de conformidad con la Ley Alemana de Responsabilidad de Productos, (iii) en el caso de defectos ocultos de manera fraudulenta, (iv) en el caso de defectos que están cubiertos por una garantía que se

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.

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.
- 13.2. 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.

14. Suspension of the Granted Rights

- 14.1. **Grounds for Suspension.** The Granted Rights licensed under Section 2.1 above can be suspended in the event that Licensee:
- 14.1.1. commits a breach of the Certification Requirements, especially but not limited to:

otorgó con respecto a la calidad de un producto (en este contexto, cuando correspondiera, se aplicará la garantía y/o el período de limitación establecido en la garantía), (v) en el caso de muerte, lesiones corporales o daños a la salud, o (vi) por negligencia grave por parte de los órganos corporativos o ejecutivos de FSC® GD.

- 12.3. Las limitaciones de responsabilidad antes mencionadas también se aplicarán a las reclamaciones por daños presentadas por el Licenciario contra los órganos rectores, ejecutivos, empleados o agentes de FSC® GD.
- 12.4. A menos que se indique expresamente en este documento, nada en el presente Contrato deberá interpretarse como una renuncia o limitación a los derechos legales de FSC® GD en virtud de la legislación aplicable.

13. Indemnización del licenciario por Reclamaciones de Terceros

- 13.1. El Licenciario acepta indemnizar y mantener a salvo a FSC® GD de (i) todas las reclamaciones de Terceros que surgieran por culpa ("verschuldet") en el uso del Material Objeto de Licencia por parte del Licenciario o sus subsidiarias, distribuidores, agentes, empleados o subcontratistas, y (ii) reclamaciones de Terceros que surgieran del producto del Licenciario u otra responsabilidad con respecto a cualquier producto fabricado o distribuido por el Licenciario, o de cualquier otra manera bajo su control.
- 13.2. Asimismo, el Licenciario acepta indemnizar y mantener a salvo a FSC® AC, FSC® IC y ASI de (i) todas las reclamaciones de Terceros que surgieran por culpa ("verschuldet") en el uso del Material Objeto de Licencia por parte del Licenciario o sus subsidiarias, distribuidores, agentes, empleados o subcontratistas y (ii) reclamaciones de Terceros que surgieran del producto del Licenciario u otra responsabilidad con respecto a cualquier producto fabricado o distribuido por el Licenciario, o de cualquier otra manera bajo su control.

14. Suspensión de los Derechos Concedidos

- 14.1. **Motivos de suspensión.** Los Derechos Concedidos en licencia según la Sección 2.1 precedente se podrán suspender, cuando el Licenciario:
- 14.1.1. No cumpla con los Requisitos de Certificación, especialmente, sin limitación:

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| <p>(i) non-compliance with the Trademark Use Requirements for use of the Licensed Materials; or</p> <p>(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.</p> | <p>(i) No cumpla con los Requisitos de Uso de Marcas al momento de utilizar el Material Objeto de Licencia; o</p> <p>(ii) Realice "Declaraciones Falsas" en documentos de ventas (físicos o electrónicos), o utilice las Marcas FSC® en productos y para proyectos que no son elegibles para ser declarados, etiquetados y/o promocionados como productos o proyectos Certificados FSC® o de Madera Controlada FSC® (<i>FSC® Controlled Wood</i>);</p> |
| <p>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;</p> | <p>14.1.2. Produzca y/u ofrezca para la venta productos que no son elegibles para ser vendidos con Declaraciones FSC® y para ser etiquetados y promocionados con las Marcas FSC®;</p> |
| <p>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;</p> | <p>14.1.3. Presente documentación falsificada o engañosa a clientes o posibles clientes, o induzca a los consumidores o clientes a un error con respecto al estatus de su Certificación FSC® mediante el uso del Material Objeto de Licencia;</p> |
| <p>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;</p> | <p>14.1.4. sea objeto de una reclamación en términos de la Política para la Asociación que sea aceptada de conformidad con FSC®-POL-01-004 y de acuerdo con FSC®-PRO-01-009;</p> |
| <p>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;</p> | <p>14.1.5. es, o sus Empresas Afiliadas sean, objeto de una investigación iniciada por el Grupo FSC® de conformidad con FSC®-POL-01-004 de acuerdo con FSC®-PRO-01-009;</p> |
| <p>14.1.6. discredits or damages the reputation or integrity of the FSC® Certification Scheme and/or the FSC® Network;</p> | <p>14.1.6. desacredita o daña la reputación o la integridad del Esquema de Certificación FSC® y/o la Red FSC®;</p> |
| <p>14.1.7. has Affiliated Companies that committed False Claims;</p> | <p>14.1.7. tenga Empresas Afiliadas que realicen Declaraciones Falsas;</p> |
| <p>14.1.8. commits a breach of any other substantial term of this Agreement; or</p> | <p>14.1.8. cometa un incumplimiento de cualquier otra disposición sustancial de este Contrato; o</p> |
| <p>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.</p> | <p>14.1.9. ocasione una indicación relevante de una razón para rescindir este Contrato de acuerdo con la Sección 15.6, lo que también representa un alto riesgo para la integridad del Sistema de Certificación FSC®.</p> |
| <p>14.2. <u>Notice of Suspension.</u> 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.</p> | <p>14.2. <u>Notificación de suspensión.</u> Tras la decisión de suspensión de los Derechos Concedidos de conformidad con la Sección 14.1, FSC® GD lo informará al Licenciario mediante la emisión de una notificación de suspensión en forma de texto según § 126b BGB (Código Civil alemán). Ambas Partes acuerdan que la notificación de suspensión entrará en vigor al momento de entregarse electrónicamente a la dirección de correo electrónico proporcionada por el Licenciario en el Portal de Certificación FSC® de acuerdo con la Sección 11.4. Para evitar dudas,</p> |

las opciones de entrega alternativas no están excluidas.

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.

14.3.1. 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.

14.3.2. 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.

14.4. **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 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.

14.3. **Efecto de la suspensión.** Después de la decisión de suspensión, el estatus de la Certificación FSC® del Licenciario cambiará a "suspendida" en la Base de Datos de Certificación FSC®.

14.3.1. Tras la suspensión de los Derechos Concedidos, el Licenciario deberá dejar de usar el Material Objeto de Licencia de manera inmediata. Esto incluye, para evitar dudas, el uso del Material Objeto de Licencia para el etiquetado de los Productos Certificados FSC®, la promoción de Productos Certificados FSC® y la promoción de la Certificación FSC® del Licenciario. El Material Objeto de Licencia exhibido en los medios públicos, lo que crea la suposición de que el Licenciario posee en ese momento una Certificación FSC® válida sin no conformidades, o que de otro modo causa confusión en el mercado, deberá eliminarse dentro de los catorce (14) días calendario posteriores a la suspensión. El Licenciario reconoce que junto a FSC® la Entidad de Certificación responsable estará obligada a verificar que el Licenciario cumpla con esta disposición.

14.3.2. En aras de la claridad, la suspensión de los Derechos Concedidos según la Sección 14 no afectará los demás derechos y/u otras obligaciones restantes de cualquiera de las Partes en virtud del presente Contrato o de la legislación aplicable.

14.4. **Retiro de la suspensión.** FSC® GD podrá retirar la decisión de suspender los Derechos Concedidos si el Licenciario demuestra el cumplimiento futuro del presente Contrato, y si se han implementado totalmente las acciones definidas por el Grupo FSC® y/o la Entidad de Certificación para remediar los motivos de la suspensión. Asimismo, se aplicarán las siguientes consideraciones:

14.4.1. En caso de suspensión de conformidad con las Secciones 14.1.4 y 14.1.5, la suspensión de los Derechos Concedidos se podrá retirar si FSC® GD determina que el Licenciario o sus Empresas Afiliadas no han violado la Política para la Asociación o han cumplido las condiciones para mantener la asociación.

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

15. Plazo y terminación

15.1. **Plazo.** Sujeto a las disposiciones para la terminación anticipada presentadas a continuación, el presente Contrato tendrá una

(**'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 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.

15.4. After the Term of this Agreement, the status of Licensee's certification will be changed to 'terminated' in the FSC® Certification Database.

15.5. **Termination by either Party ("ordentliche Kündigung")**. This Agreement may be terminated earlier than the Term specified in Section 15.1, when either Party gives a notice

vigencia de cinco (5) años a partir de la Fecha de Entrada en Vigencia ("**Plazo**"). En caso de que el Licenciario ya haya solicitado la renovación de su Certificación FSC® al vencimiento del Plazo, el Plazo se extenderá por el tiempo de la recertificación, pero no más de tres (3) meses. En caso de que el Licenciario no solicite la renovación de su Certificación FSC®, el Contrato terminará automáticamente sin notificación adicional.

15.2. Tras la renovación de la Certificación FSC® del Licenciario, el Licenciario deberá aceptar la última versión del Contrato de Licencia para el Esquema de Certificación FSC® con el objetivo de mantener una Certificación FSC® válida. Este Contrato se dará por terminado *ipso facto* una vez aceptada la última versión del Contrato de Licencia para el Esquema de Certificación FSC®.

15.3. **Efecto del vencimiento ("Wirkungen eines ausgelaufenen Vertrags")**. Tras el vencimiento del Contrato de conformidad con la Sección 15.1, el Licenciario tendrá las siguientes obligaciones:

15.3.1. El Licenciario deberá dejar de usar el Material Objeto de Licencia de manera inmediata. Esto incluye, para evitar dudas, el uso del Material Objeto de Licencia para el etiquetado de los Productos Certificados FSC®, la promoción de Productos Certificados FSC® y la promoción de la Certificación FSC® del Licenciario. El material público existente, como sitios web, publicaciones en las redes sociales, letreros, carteles, etc., deberá eliminarse dentro de los siguientes diez (10) días calendario.

15.3.2. Para proteger la integridad del Esquema de Certificación FSC®, incluida la protección de las marcas, y con el fin de evitar la confusión de los participantes del mercado y combatir comportamientos fraudulentos en relación con el Esquema de Certificación FSC®, el Licenciario deberá implementar medidas para proporcionar al Grupo FSC®, la Entidad de Certificación previa, y/o sus delegados/auditores designados, previa solicitud, los Datos de Verificación de Transacciones por un período de dos (2) años posteriores a la fecha de vencimiento.

15.4. Después del Plazo del presente Contrato, el estatus de la certificación del Licenciario cambiará a 'terminada' en la Base de Datos de Certificación FSC®.

15.5. **Terminación por cualquiera de las Partes ("ordentliche Kündigung")**. El presente Contrato podrá terminarse de manera anticipada al Plazo especificado en la Sección 15.1, cuando

three (3) months in advance of the date of termination.

cualquiera de las Partes presente una notificación, con tres (3) meses de anticipación a la fecha de terminación.

15.6. **Termination by FSC® GD for Cause ("außerordentliche Kündigung seitens FSC® GD")**. 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:

15.6. **Terminación por parte de FSC® GD con causa justa ("außerordentliche Kündigung seitens FSC® GD")**. FSC® GD podrá terminar el presente Contrato con causa justa y efecto inmediato. Se podrá suponer especialmente una causa en caso de que FSC® GD no pudiera, bajo las circunstancias del caso específico y sopesando los intereses de ambas Partes, razonablemente continuar la relación contractual hasta el final del Plazo de conformidad con la Sección 15.1, o el final del período de la notificación de conformidad con la Sección 15.5. También se podrá suponer una causa justa especialmente en el caso de que el Licenciario:

15.6.1. fails to immediately cease use of the Licensed Materials during suspension pursuant to Section 14.3;

15.6.1. No dejara de usar de inmediato el Material Objeto de Licencia durante una suspensión, de conformidad con la Sección 14.3;

15.6.2. fails to fulfill the corrective action request issued by a Certification Body after the suspension of the FSC® Certification;

15.6.2. No cumpliera con la acción correctiva solicitada emitida por una Entidad de Certificación después de una suspensión de la Certificación FSC®;

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;

15.6.3. No implementara y mantuviera una acción definida por el Grupo FSC® para remediar los motivos de una suspensión, de conformidad con la Sección 14.1 precedente;

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);

15.6.4. Hubiera violado, según lo determinara FSC® GD, uno o más elementos de la Política para la Asociación (FSC®-POL-01-004);

15.6.5. significantly or repeatedly discredits or damages the reputation or integrity of the FSC® Certification Scheme and/or the FSC® Network;

15.6.5. Desacreditara o dañara de manera significativa o repetida la reputación o integridad del Esquema de Certificación FSC® y/o la Red FSC®;

15.6.6. fails to exercise the Granted Rights in good faith pursuant to Section 8.2;

15.6.6. No ejerciera los Derechos Concedidos de buena fe, de conformidad con la Sección 8.2;

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. No estuviera dispuesto a aceptar la versión nueva o modificada relevante de los Requisitos de Certificación, de conformidad con la Sección 5.2; o

15.6.8. conducting False Claim(s).

15.6.8. realize Declaraciones Falsas.

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

15.7. **Terminación por parte del Licenciario con causa justa ("außerordentliche Kündigung seitens des Zertifikatshalters")**. El Licenciario podrá terminar el presente Contrato con causa justa y efecto inmediato. Se podrá suponer especialmente una causa en caso de que el Licenciario no pudiera, bajo las circunstancias del caso específico y sopesando los intereses de ambas Partes, razonablemente continuar la relación contractual hasta el final del Plazo de

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:

conformidad con la Sección 15.1 precedente, o el final del período de la notificación de conformidad con la Sección 15.5 precedente. También se podrá suponer una causa justa especialmente en el caso de que:

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| <p>15.7.1. Licensee is not willing to accept the relevant new or revised version of the Certification Requirements pursuant to Section 5.2.</p> <p>15.7.2. Licensee is not willing to accept the changes to this Agreement pursuant to Section 19.5;</p> <p>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.</p> <p>15.8. <u>Notice of Termination.</u> 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.</p> <p>15.9. <u>Effect of Termination.</u> 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.</p> <p>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.</p> <p>15.11. After termination of this Agreement, the status of Licensee's certification will be changed to</p> | <p>15.7.1. El Licenciario no estuviera dispuesto a aceptar la versión nueva o revisada relevante de los Requisitos de Certificación, de conformidad con la Sección 5.2.</p> <p>15.7.2. El Licenciario no está dispuesto a aceptar los cambios a este Contrato de conformidad con la Sección 19.5;</p> <p>15.7.3. FSC® GD ceda el presente Contrato y sus derechos y obligaciones a un miembro del Grupo FSC® según se establece en la Sección 16.1.</p> <p>15.8. <u>Aviso de Terminación.</u> Tras la decisión de terminación de conformidad con las Secciones 15.5 y 15.6, FSC® GD informará al Licenciario mediante la emisión de un aviso de rescisión en forma de texto dentro del significado de § 126b BGB (Código Civil Alemán). Ambas Partes acuerdan que el aviso de terminación entrará en vigor entregándolo electrónicamente a la dirección de correo electrónico proporcionada por el Licenciario en el Portal de Certificación FSC® de acuerdo con la Sección 11.4. Para evitar dudas, las opciones de entrega alternativas no están excluidas.</p> <p>15.9. <u>Efectos de la terminación.</u> Una vez terminado el presente Contrato, independientemente del motivo, sin perjuicio de los demás derechos en virtud del mismo o la legislación aplicable, el Licenciario deberá dejar de usar el Material Objeto de Licencia de manera inmediata. Esto incluye, para evitar dudas, el uso del Material Objeto de Licencia para el etiquetado de los Productos Certificados FSC®, la promoción de Productos Certificados FSC® y la promoción de la Certificación FSC® del Licenciario. El material público existente, como sitios web, publicaciones en las redes sociales, letreros, carteles, etc., deberá eliminarse dentro de los diez (10) días calendario.</p> <p>15.10. En caso de que el Licenciario decidiera terminar el presente Contrato dentro del primer año posterior a la Fecha de Entrada en Vigencia, o antes de que se haya realizado la primera auditoría de vigilancia a cargo de la Entidad de Certificación, el Licenciario deberá proporcionar al Grupo FSC® los Datos de Verificación de Transacciones y permitir las Inspecciones.</p> <p>15.11. Después de la terminación del presente Contrato, el estatus de la certificación del Licenciario</p> |
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'terminated' or 'terminated and Blocked' in the FSC® Certification Database.

cambiará a "terminada" o "terminada y bloqueada" en la Base de Datos de Certificación FSC®.

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.

15.12. **Periodo de liquidación.** Excepto por 15.6, en caso de terminación o vencimiento del Contrato, se otorgará al Licenciataro un período de liquidación de seis (6) meses para liquidar el inventario de Productos Certificados FSC® ya etiquetados y producidos o comprados antes de la fecha de terminación o vencimiento. El período de liquidación comenzará a partir de la fecha de terminación o vencimiento del Contrato. En el caso de 15.5, el período de liquidación comienza con la recepción del aviso de terminación.

16. Assignment & Subcontracting

16. Cesión y subcontratación

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.

16.1. FSC® GD tendrá la libertad de ceder el Contrato y sus derechos y obligaciones a un miembro del Grupo FSC®, a su exclusivo criterio y en cualquier momento, mediante notificación al Licenciataro.

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.

16.2. El Licenciataro no tendrá derecho a ceder el presente Contrato ni cualquiera de sus derechos u obligaciones derivadas del mismo a cualquier Tercero sin el consentimiento previo por escrito de FSC® GD.

17. Jurisdiction, Law & Venue

17. Jurisdicción, ley aplicable y fuero

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

17.1. El presente Contrato se rige por la legislación alemana con la exclusión de las reglas de remisión del derecho internacional privado alemán.

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

17.2. No será aplicable la Convención sobre los Contratos de Compraventa Internacional de Mercaderías (CISG, por sus siglas en inglés) de las Naciones Unidas.

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 proceedings in accordance with the provisions of this Section 17.

17.3. El Licenciataro hará el esfuerzo de resolver de manera amigable a través de negociaciones directas con FSC® GD cualquier disputa, controversia o reclamación que surgiera del presente Contrato, o que se relacione con el mismo. Sin embargo, el Licenciataro acepta que dichas negociaciones, si son razonables, no deberán durar más de dos (2) meses en total, a partir de la fecha en que la disputa, controversia o reclamación se hubiera presentado ante FSC® GD. Al vencimiento del período de dos (2) meses, el Licenciataro tendrá derecho a iniciar diligencias de arbitraje de conformidad con las disposiciones de esta Sección 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

17.4. Todas las disputas que surgieran del presente Contrato o su validez, o en relación con el Contrato o su validez, se resolverán de forma definitiva de conformidad con las Reglas de

Proceedings of the German Arbitration Institute e.V. (DIS) (disarb.org) without recourse to the ordinary courts of law.

Arbitraje y las Reglas Complementarias para Procedimientos Expeditos del Instituto de Arbitraje Alemán e.V. (DIS) (disarb.org), sin recurrir a tribunales ordinarios de justicia.

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.

17.5. La sede del arbitraje será Bonn, Alemania. El tribunal de arbitraje estará compuesto por tres (3) árbitros. La ley aplicable al fondo será la ley sustantiva de Alemania. El idioma de las diligencias de arbitraje será el inglés, a menos que se acuerde mutuamente de otra manera.

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.

17.6. Las Secciones 17.3 a 17.5 que anteceden no afectarán el derecho de ninguna de las Partes a solicitar una medida preliminar, medida cautelar u otra medida provisional ante los tribunales ordinarios competentes, según se considere adecuado. Para tales medidas provisionales, los tribunales de Colonia, Alemania, tendrán jurisdicción exclusiva.

18. Surviving Clauses

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. Supervivencia de cláusulas

18.1. El vencimiento o la terminación del Contrato, independientemente de la causa que la haya impulsado, no afectará las obligaciones de las Partes según esta Sección y las Secciones 3.9, 8.5.2, 8.5.3, 15.3.2 y 17 precedentes.

19. Interpretations and Applicability of Provisions

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. Interpretaciones y aplicabilidad de las disposiciones

19.1. Las Partes reconocen que el presente Contrato constituirá el acuerdo rector de la relación entre las Partes. Este Contrato y los Requisitos de Certificación se entenderán e interpretarán en conjunto.

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.

19.2. El Preámbulo es una parte integral del presente Contrato. Los encabezados de las Secciones en el presente Contrato se incluyen solo a modo de referencia

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.

19.3. El presente Contrato constituye el acuerdo total entre las Partes en relación con el objeto del mismo, y prevalece sobre todos los contratos, declaraciones, escritos, negociaciones o acuerdos anteriores con respecto al objeto del mismo.

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 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

19.4. No obstante la Sección 5.2, FSC® GD se reserva el derecho de desarrollar y modificar unilateralmente partes de este Contrato en la medida en que el desarrollo y las modificaciones sean necesarias para cumplir con requisitos legales, reglamentarios, técnicos o ambientales nuevos o modificados. Sin embargo, no habrá cambios fundamentales que afecten el alcance y/o

the material rights and obligations arising out of this Agreement.

el Plazo de este Contrato y/o los derechos y obligaciones materiales que surjan de este 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. En caso de cambios no fundamentales, FSC® GD informará al Licenciario electrónicamente a través de la dirección de correo electrónico proporcionada de acuerdo con la Sección 11.4. y proporcionará la nueva versión de este Contrato al menos seis (6) semanas antes de la fecha de entrada en vigencia prevista de la nueva versión. Se considera que el Licenciario ha emitido su consentimiento para la nueva versión y la parte recientemente desarrollada o modificada se convertirá en una parte integral de este Contrato en la fecha de vigencia prevista, a menos que el Licenciario se oponga expresamente dentro de las seis (6) semanas posteriores a la recepción de la nueva versión. El Licenciario será responsable de adherirse e implementar las partes nuevas o modificadas relevantes tan pronto como la nueva versión entre en vigencia.

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

19.6. En caso de cambios fundamentales, FSC® GD proporcionará un nuevo contrato para firma mutua.

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. El hecho de que cualquiera de las Partes, en cualquier momento, no aplicara o ejerciera cualquiera de las disposiciones del presente Contrato, o cualquier derecho o recurso disponible en virtud del presente o por ley o en equidad, o el hecho de que no ejerciera cualquier opción en este documento, no constituirá una renuncia a dicha disposición, derecho, recurso u opción, ni de ninguna otra manera afectará la validez del presente 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. El presente Contrato se celebra en forma bilingüe. En caso de inconsistencias entre las versiones, o de alegaciones entre las Partes, prevalecerá la versión en inglés. En el caso de que en la versión en inglés se utilicen términos técnicos o legales en idioma alemán (entre paréntesis con comillas dobles), las Partes acuerdan que estos tendrán el significado y se interpretarán exclusivamente de acuerdo con la ley y el idioma alemán; la traducción al inglés de los términos se utilizará únicamente para facilitar la referencia.

20. Severability

20. Divisibilidad

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 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

20.1. Si una disposición del presente Contrato, o una parte de la misma, se considerara inválida o inaplicable por cualquier motivo, o bien si el presente Contrato contuviera una omisión, las disposiciones o partes restantes de la misma continuarán en pleno vigor y efecto, sin verse perjudicadas o invalidadas de cualquier manera. En lugar de la disposición inválida o inaplicable,

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.

se considera que se habrá acordado una disposición válida y aplicable que se aproxime lo más posible a la intención y al efecto económico de la disposición inválida o inaplicable. Lo mismo sucederá en el caso de una omisión.

21. Signature Page

21. Página de firma

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.

21.1. El Licenciatario acepta con la firma a continuación, a través de DocuSign, los términos y las condiciones del presente Contrato. El presente Contrato entrará en vigor cuando FSC® GD lo firme también a través de DocuSign, y lo haga accesible en el Portal de Certificación FSC®.

Date / Fecha

Date / Fecha

For FSC® GD / Por FSC® GD

For Licensee / Por Licenciatario

Name of the legal representative /
Nombre del representante legal

Enrique Ortuzar
Name of the legal representative /
Nombre del representante legal

Annex 2: Overview of the Certification Requirements

Anexo 2: Resumen de los Requisitos de Certificación

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

THE DOCUMENT IS SEPARATED INTO THE FOLLOWING FOUR SECTIONS:

- If you are FM or FM/CoC certified, please refer to the following section:
- If you are CW-FM certified, please refer to the following section:
- If you are CoC certified, please refer to the following section:
- If you hold a Project certification, please refer to the following section:

FM:	Forest Management
CW-FM:	Controlled Wood for Forest Management
CoC:	Chain of Custody
Project - CoC:	Project certification

STRUCTURE OF INDIVIDUAL SECTIONS

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

HOW YOU CAN ACCESS NORMATIVE DOCUMENTS

- When you click on the link of the document title you will in most cases directly access the most recent current version of the document in the FSC® [Document Centre](#). Where both the most recent version of a normative document and the older version are still valid for certification during the transition period a notification will appear. You should contact your certification body to clarify which version of the document is applicable in this case.
- In the case of National Forest Stewardship Standards or Controlled Wood Risk Assessments you will need to search for the respective country to find the applicable standard.

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

ANNEX 2 / A: FOREST MANAGEMENT

Updated: 28/07/2023

 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
MAIN STANDARD					
Forest Management	Various	National Forest Stewardship Standard	X		
GENERAL (NOT FM RELATED)					
Disputes Management	FSC®-POL-01-004	Policy for Association	X		
Normative Framework & Processes	FSC®-POL-01-007	Policy to Address Conversion	X		
Normative Framework & Processes	FSC®-POL-20-005	Annual Administration Fee (AAF)	X		
Normative Framework & Processes	FSC®-PRO-01-004	FSC® Remedy Framework	X		
Normative Framework & Processes	FSC®-PRO-01-007	FSC® Remedy Framework	X		
Normative Framework & Processes	FSC®-PRO-01-017	Participation of external observers in on-site FSC® certification audits and / or ASI accreditation assessments	X		

Disputes Management	FSC®-PRO-10-004	Disclosure Requirements for Association with FSC®	X		
Normative Framework & Processes	FSC®-PRO-20-003	Transfer of FSC® Certificates and License Agreements	X		
SCOPE OF CERTIFICATION					
Forest Management	FSC®-POL-20-003	FSC® Policy on the excision of areas from the scope of certification	X		
PESTICIDES USE					
Forest Management	FSC®-POL-30-001	FSC® Pesticides Policy	X		
Forest Management	FSC®-POL-30-001a	FSC® Lists of highly hazardous pesticides	X		
Forest Management	FSC®-PRO-30-001a	List of approved derogations for use of 'highly hazardous' pesticides	X		
TRANSACTION VERIFICATION & FALSE CLAIMS					
Markets & Supply Chains	FSC®-PRO-10-201	Transaction Verification Procedure	X		
Forest Management	FSC®-ADV-60-004	Advice note on Transaction Verification for FM/CoC certificate holders	X		
Markets & Supply Chains	FSC®-PRO-10-003	Calculating financial penalty/compensation fee and processing evidence for blocked organizations	X		
TRADEMARK USE					
Markets & Supply Chains	FSC®-STD-50-001	Requirements for use of the use of the FSC® trademarks by certificate holders	X	X	
DIRECTIVES					
Forest Management	FSC®-ADV-20-007-22	Advice note on requirements for certificate holders introduced by the Policy to Address conversion and M37/2021 based on FSC® Directive on Forest Management Evaluations (FSC®-DIR-20-007)	X		

Forest Management	FSC®-ADV-20-007-23	<u>Advice Note on the maximum threshold for a very limited portion of conversion based on FSC® Directive on Forest Management Evaluations (FSC®-DIR-20-007)</u>	<u>X</u>		
OPTIONAL					
Social Stakeholders	FSC®-STD-30-005	<u>Forest Management Groups</u>		<u>X</u>	
Forest Management	FSC®-PRO-30-006	<u>Ecosystem Services Procedure: Impact Demonstration and Market Tools</u>			<u>X</u>
Social Stakeholders	FSC®-PRO-30-011	<u>Continuous Improvement Procedure</u>		<u>X</u>	

ANNEX 2 / B: FOREST MANAGEMENT

Updated: 28/07/2023

 Document identification			CW-FM	
Cluster	Code	Title	ALWAYS APPLICABLE	OPTIONAL: Additional requirements when certified as a group member
MAIN STANDARD				
Controlled Wood	FSC®-STD-30-010	FSC® Controlled Wood standard for Forest Management Enterprises	X	
GENERAL (NOT CW-FM RELATED)				
Disputes Management	FSC®-POL-01-004	Policy for Association	X	
Normative Framework & Processes	FSC®-POL-01-007	Policy to Address Conversion	X	
Normative Framework & Processes	FSC®-POL-20-005	Annual Administration Fee (AAF)	X	
Normative Framework & Processes	FSC®-PRO-01-004	FSC® Remedy Framework	X	
Normative Framework & Processes	FSC®-PRO-01-007	FSC® Remedy Framework	X	
Normative Framework & Processes	FSC®-PRO-01-017	Participation of external observers in on-site FSC® certification audits and / or ASI accreditation assessments	X	
Disputes Management	FSC®-PRO-10-004	Disclosure Requirements for Association with FSC®	X	

Normative Framework & Processes	FSC®-PRO-20-003	Transfer of FSC® Certificates and License Agreements	X	
TRANSACTION VERIFICATION & FALSE CLAIMS				
Markets & Supply Chains	FSC®-PRO-10-201	Transaction Verification Procedure	X	
Markets & Supply Chains	FSC®-PRO-10-003	Calculating financial penalty/compensation fee and processing evidence for blocked organizations	X	
TRADEMARK USE				
Markets & Supply Chains	FSC®-STD-50-001	Requirements for use of the use of the FSC® trademarks by certificate holders	X	X
WINDTHROW				
Controlled Wood	FSC®-ADV-20-008	Controlled wood and windthrow	X	
LEGAL COMPLIANCE				
Forest Management	FSC®-ADV-30-010-01	Applicable National and Local Laws and Regulations for Controlled Wood for Forest Management Enterprises	X	
DIRECTIVES				
Forest Management	FSC®-ADV-20-007-23	Advice Note on the maximum threshold for a very limited portion of conversion based on FSC® Directive on Forest Management Evaluations (FSC®-DIR-20-007)	X	
OPTIONAL				
Social Stakeholders	FSC®-STD-30-005	Forest Management Groups		X

ANNEX 2 / C: CHAIN OF CUSTODY

Updated: 28/07/2023

 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
MAIN STANDARD						
Markets & Supply Chains	FSC®-STD-40-004	<u>Chain of Custody certification</u>	X			
GENERAL (NOT 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			

TRANSACTION VERIFICATION & FALSE CLAIMS						
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			
TRADEMARK USE						
Markets & Supply Chains	FSC®-STD-50-001	<u>Requirements for use of the use of the FSC® trademarks by certificate holders</u>	X	X		
Markets & Supply Chains	FSC®-ADV-50-006	<u>Requirements for use of the FSC® trademarks by project certificate holders</u>				
WINDTHROW						
Controlled Wood	FSC®-ADV-20-008	<u>Controlled wood and windthrow</u>			X	
DIRECTIVES						
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	
OPTIONAL						
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	FSC®-PRO-60-002a	<u>FSC® National Risk Assessment Framework</u>			X	

Updated: 28/07/2023

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	FSC® Standard for Project Certification	X			
GENERAL (NOT PROJECT-COC RELATED)						
Disputes Management	FSC®-POL-01-004	Policy for Association	X			
Normative Framework & Processes	FSC®-POL-01-007	Policy to Address Conversion	X			
Normative Framework & Processes	FSC®-POL-20-005	Annual Administration Fee (AAF)	X			
Normative Framework & Processes	FSC®-PRO-01-004	FSC® Remedy Framework	X			
Normative Framework & Processes	FSC®-PRO-01-007	FSC® Remedy Framework	X			
Normative Framework & Processes	FSC®-PRO-01-017	Participation of external observers in on-site FSC® certification audits and / or ASI accreditation assessments	X			
Disputes Management	FSC®-PRO-10-004	Disclosure Requirements for Association with FSC®	X			
Normative Framework & Processes	FSC®-PRO-20- 003	Transfer of FSC® Certificates and License Agreements	X			
PRODUCT CLASSIFICATION						

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

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 la Asociación de Organizaciones con FSC® (V2-0) y (V3-0)

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

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

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

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- 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

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 Conventions¹

¹ 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®.

Title: Policy For Association

Dates: **Approval date:** 26 August 2022

Contact for comments: FSC® Global Development – Dispute Management
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Version control

Publication date: 4 October 2022

Effective date: 1 January 2023

<u>Version</u>	<u>Description</u>	<u>Date</u>
<u>V1-0</u>	<u>The FSC® Board of Directors approved the essential 02/07/2009 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>V2-0</u>	<u>The FSC® Board of Directors approved the policy 01/09/2011 implementation details (see Part II) in September 2011.</u>	
<u>V3-0</u>	<u>This version introduces definitions of <i>control*</i> and 01/01/2023 <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>	

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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.

<u>FSC®-PRO-01-009</u>	<i><u>Processing FSC® Policy for Association Complaints</u></i>
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<u>FSC®-PRO-10-004</u>	<i><u>Disclosure Requirements for Association with FSC®</u></i>
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<u>FSC®-PRO-01-004</u>	<i><u>FSC® Remedy Framework</u></i>
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<u>FSC®-STD-01-002</u>	<i><u>FSC® Glossary of Terms</u></i>
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	<i><u>FSC® Statutes</u></i>
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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 research¹.

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:

¹ 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*^{*2}

<u>Definition of <i>corporate group</i>*:</u>	<u>Factors that are used to determine whether a company is part of a broader <i>corporate group</i>* include:</u>
The totality of legal entities to which an <u><i>associated*</i></u> organization is affiliated in a corporate relationship in which either party <u><i>controls*</i></u> the performance of the other (e.g. parent or sister company, subsidiary, joint venture, etc.). <u><i>Control*</i></u> 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>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>	<u>Formality of relationship:</u> Is there formal ownership, such as through an investment holding structure? <u>Declared as a group:</u> Has the group publicly declared the companies are linked? <u>Family control:</u> Are the companies owned or run and controlled by members of the same family? <u>Financial control:</u> Are there contractual or other financial arrangements that indicate one party <u><i>controls*</i></u> the performance of another? <u>Management control:</u> Is there extensive overlap in officials between companies? <u>Operational control:</u> Are landholdings under a group's operational <u><i>control*</i></u>? <u>Beneficial ownership:</u> Is ultimate ownership hidden in offshore companies or by use of nominees? <u>Shared resources:</u> Do companies share a registered address, land or other physical assets, or provision of company functions or services?

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*.

² 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.

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: Autodeclaración sobre FSC®-POL-01-004 (Política para la Asociación de Organizaciones con FSC®)

El Licenciatario declara explícitamente que ha leído, entendido y acatará la Política para la Asociación de Organizaciones con FSC® (FSC®-POL-01-004) disponible en el Anexo 3.

Date / Fecha

For Licensee / Por Licenciatario

Enrique Ortuzar

Name of the legal representative /
Nombre del representante legal

Annex 5: FSC®-ADVICE-40-004-18 (V2-0)

Anexo 5: FSC®-ADVICE-40-004-18 (V2-0)

ADVICE-40-004-18 (V2-0)	Addressing false FSC® claims on products/projects containing material from unacceptable sources
Normative references	FSC®-PRO-10-003 V1-1 FSC®-STD-20-001, Clauses 1.2.3 i) & 1.4.5 b) FSC®-STD-20-007, Clause 8.1 FSC®-STD-20-011 V4-1, Clauses 4.1, 7.4 and 9.1 FSC®-STD-20-012, Clauses 7.1 & 4.5 FSC®-STD-30-010, Clauses 1.5 & 1.6 FSC®-STD-40-003 V2-1 Clause 5.1.2 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>)
Approval date	06 April 2020; amendment 25 October 2021
Effective date	From 01 January 2022 until withdrawn
Scope	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. 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. 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. 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.
Terms and Definitions	Blocked Organization: A certificate holder or a former certificate holder that is blocked from the FSC® Certification Scheme in response to False Claims by: 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> 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> 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. 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. 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

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

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

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

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

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

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

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

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

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

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

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

	False Claim incident: A single instance of a False Claim that can be attributed to a root cause. Multiple incidents of False Claims may originate from the same root cause. False Claim event: One or several incidents of False Claims which originate from the same root cause. All these instances of False Claims (which would normally trigger a single non-conformity in an assessment) count as one False Claim event for the purpose of this Advice Note. FSC® Certification database: A computer-based system containing <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 info.FSC.org ('FSC® Public Search') and which enables producers, traders and consumers to verify the status and scope of an FSC® Certification as well as provides transparency for stakeholders. FSC® Trademark License Agreement: The License Agreement for the FSC® Certification Scheme signed by the certificate holder permitting use of the FSC® trademarks ('licensed materials'). Granted Rights: The right to use the FSC® trademarks for FSC® claims, as defined in FSC®-STD-40-004, for on-product labeling on FSC®-certified products and for promotional use worldwide as licensed and further regulated by via the FSC® Trademark License Agreement. Inaccurate claim: FSC® claim made on sales documents (physical or electronic) on products and for projects that are eligible to be claimed as being FSC®-certified or FSC® Controlled Wood but have been sold with the wrong claim. Negligence: Failure to exercise reasonable care. Non-conforming product: Product or material for which an organization is unable to demonstrate that it conforms to the applicable FSC® certification requirements and eligibility requirements for making FSC® claims. NCP requirements: The requirements (consisting of procedures and activities) for organizations to address non-conforming products, as defined in Clause 1.6 of FSC®-STD-40-004 V3-0. Self-declared False Claim: A False Claim is considered self-declared if the organization: - detects it in an unforced manner, <i>and</i> - 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> - analyzes the root cause for occurrence of the False Claim, and implement measures to prevent their reoccurrence, <i>and</i> - cooperates with its certification body in order to allow the certification body to confirm that appropriate actions were taken to correct the non-conformity. NOTE: False Claims declared by organizations which are subject to a transaction verification or any other announced or ongoing investigation would not be considered to be made unforced and hence not fall into this category.
Background	In November 2016, the FSC® Board of Directors approved the revised versions of FSC®-STD-40-004 (V3-0), FSC®-STD-20-011 (V4-0) and an additional set of actions for ensuring supply chain integrity and addressing false claims in the FSC® system. However, there was observed a clear need to have specific actions to prevent organizations who, either due to negligence or deliberate actions, affect the integrity of the FSC® system. These include measures to 'block' such organizations from the FSC® system and initiate a series of preventive and

	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. 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.
Advice	Identifying and recording False Claims 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, 1.1.1. The certification body shall 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. 1.1.2. The certification body shall verify that the organization has informed its downstream buyers that products with False Claims were delivered to them. 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. 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. NOTE: FSC® or ASI may independently or jointly identify and investigate False Claims. 1.1.4. The organization shall undertake a root cause analysis to determine the reason for occurrence of the False Claim and identify appropriate measures to address the root cause. 1.1.5. FSC® and/or ASI will classify the False Claim incident, based on the root cause analysis undertaken by the organization, as either: a. Deliberate False Claim, <i>or</i> b. Negligent False Claim, <i>or</i> c. 'Other' False Claim. 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. 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'. 2. Response to False Claims 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): 2.1. Scenario 1: 'Other' False Claim incident

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).

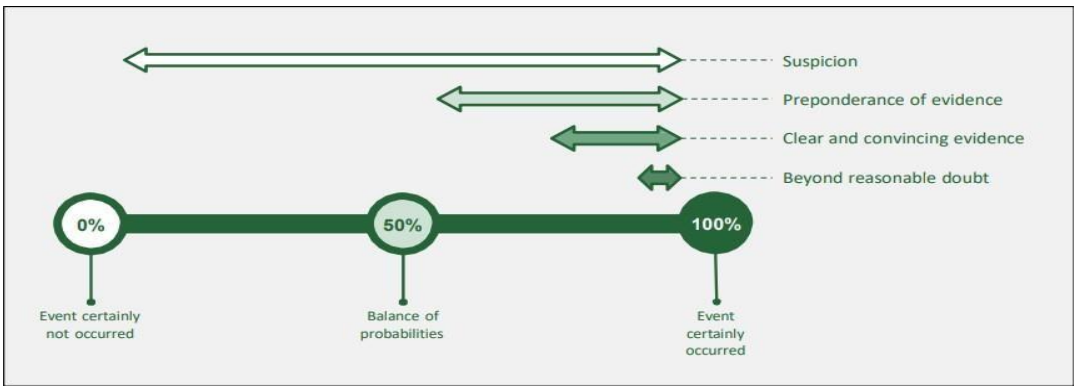
NOTE: In other cases, the organization may produce and release 'conforming product' from that FSC® input.

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.

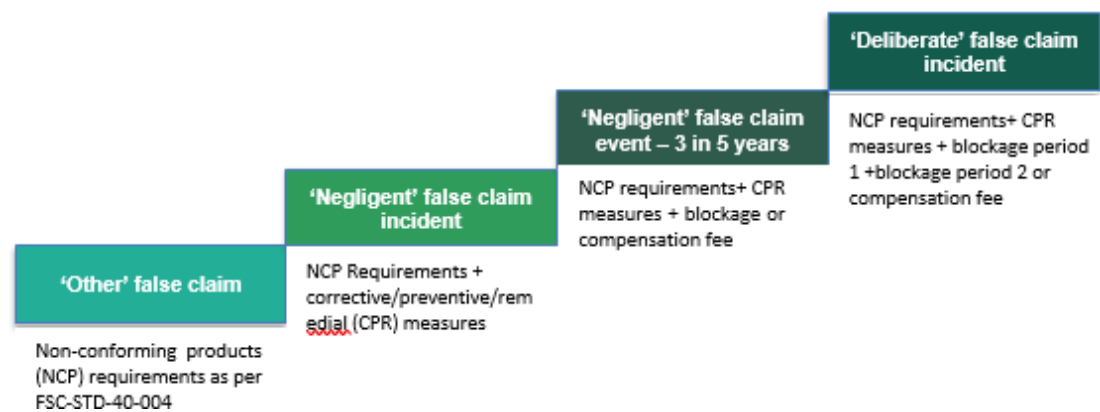
7.4. If the **organization** cannot or does not pay the compensation fee, then it will be blocked in accordance with FSC®-PRO-10-003.

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



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

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

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

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Annex 1 FSC® Template for submitting evidence to contest
BlockedOrganization'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-40-004Chain 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 thecoefficient 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 thescope 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 othermeans of research.

Compensation Fee: a monetary sanction voluntary 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 useof 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 theFSC® trademarks ('licensed materials').

Overall annual turnover: Total revenue of an organization derived from the provisionof 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:

Duration of Blocked Organization’s status in months	When Compensation Fee in USD would correspond to:
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 60¹.

4.2. The Compensation Fee is calculated as follows:

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

Compensation fee = (Flat rate x Cs x Cd) x Cc

- Cs = coefficient of seriousness as calculated per Clause 3.4
 - Cd = coefficient of duration as calculated per Clause 3.5
 - Cc = coefficient of capacity determined by the Blocked Organization’s annual turnover as calculated per Clause 3.6

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) ²		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	270,001	300,000	80	204,120,001	218,700,000
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	840,001	900,000	90	612,360,001	656,100,000
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

² Refers to the definition of “annual turnover” in this document.

Coefficient of capacity	Turnover of the organization for forest products (in USD) ²		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	2,520,001	2,700,000	100	1,837,080,001	1,968,300,000
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	7,560,001	8,100,000	110	5,511,240,001	5,904,900,000
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	22,680,001	24,300,000	120	16,533,720,001	17,714,700,000
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) ²		Coefficient of capacity to	Turnover of the organization for forest products (in USD)	
	from	to		from	to
62	29,160,001	34,020,000	122	21,257,640,001	24,800,580,000
63	34,020,001	38,880,000	123	24,800,580,001	28,343,520,000
64	38,880,001	43,740,000	124	28,343,520,001	31,886,460,000
65	43,740,001	48,600,000	125	31,886,460,001	35,429,400,000
66	48,600,001	53,460,000	126	35,429,400,001	38,972,340,000
67	53,460,001	58,320,000	127	38,972,340,001	42,515,280,000
68	58,320,001	63,180,000	128	42,515,280,001	46,058,220,000
69	63,180,001	68,040,000	129	46,058,220,001	49,601,160,000
70	68,040,001	72,900,000	130	49,601,160,001	53,144,100,000

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 FSC@integrity@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 (FSC®integrity@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 (ADVICE-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: • Street + number • City • Area code • Country	
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.

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From time to time, Forest Stewardship Council (FSC® Group , hereinafter referred to as “FSC® Group”, “FSC®”, “we” or “us”) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you do not want to receive notices and you do not want to use this service anymore.

Consequences of changing your mind

If you elect to not receive required notices and disclosures electronically, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the

consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact FSC®:

You may contact us to let us know of your changes as to how we may contact you electronically, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
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To advise FSC® of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at accounts@connect.FSC®.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address. If you created a DocuSign account, you may update it with your new email address through your account preferences.

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- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to accounts@connect.FSC®.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

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