

**Preferred by Nature Guide**

Sample  
FSC™ Chain of Custody procedures for traders

**April 2022**

**How to use this document**

You may use this document for inspiration on how to develop and structure your own company-specific FSC Chain of Custody procedures. Please be aware that this is a generic, fictional example and that you need to develop your own procedures that are specifically tailored to your company set-up and the scope of your certification.

Please note that the following element is used throughout the document:

References to a specific point in the applicable FSC Standard are given in parentheses. These will help you to go directly to the relevant part of the Chain of Custody Standard and find out why certain sections or elements have been included in the procedures.

**IMPORTANT**

This document is provided by Preferred by Nature as a generic example of Chain of Custody procedures. The company presented in these procedures is fictional and the specific system details are provided merely as examples.

These sample procedures have been designed to help you to comply with the FSC Chain of Custody (CoC) Standard (FSC-STD-40-004 V3-1) by providing an example of how CoC procedures may be structured.

This is a support tool that you may use voluntarily as a basis for developing your own company-specific procedures. It cannot be applied directly. You always need to develop and tailor your own procedures.

Using this document is not mandatory for achieving certification, and does not imply any guarantee or assurance regarding the conformance level of your actual company procedures.

Although we have made an effort to cover all Standard requirements, we do not provide any guarantee as to the completeness of these procedures.

**Please note that the sample procedures in this document cover ONLY THE TRANSFER SYSTEM (not the credit nor percentage systems) and trading activities.**

*NOTE: These sample procedures are provided as inspiration for certificate holders worldwide. Therefore the FSC trademark symbol TM is used throughout this document. In many countries, the registered trademark symbol ® is applicable. You may need to replace the TM used in these example procedures as part of developing your own company-specific procedures.*

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**FSC™ Chain of Custody procedures (1.1 b)**

**for Company Ltd**

1. **Introduction to the procedures manual**
   1. In order to ensure our fulfilment of all applicable FSC requirements, Company Ltd has compiled this Chain of Custody (CoC) manual. The manual is based on the FSC Chain of Custody standard FSC-STD-40-004, version 3-1, and addresses all applicable requirements of the Standard. The Sales Manager is responsible for the maintenance and correct implementation of this manual (1.1 a)[[1]](#footnote-2).
   2. This manual is prepared to help our employees to:

* control the flow of materials throughout the reception, packing and shipping processes so that all applicable FSC requirements are met;
* ensure that we meet the requirements of FSC’s Chain of Custody Certification standard FSC-STD-40-004 (Version 3-1); and
* ensure that we meet the requirements of FSC’s trademark use standard FSC-STD-50-001 (Version 2-1).

1. **Company background**
   1. Company Ltd was established in 2001 and is a medium-sized trading company. The total turnover of the company in 2021 was 2.4 million EUR. We employ approximately 10 full-time staff.
   2. Our company facilities include purchase, goods reception, warehouse, sales and marketing of certified products. More information about the company is available in our latest annual report.
2. **Responsibilities (1.1)**
   1. The person with overall responsibility and authority for compliance with all applicable FSC requirements is the Sales Manager (1.1 a). The Sales Manager is also responsible for implementing and maintaining up-to-date documented procedures covering the certification requirements applicable to Company Ltd’s certificate scope (1.1 b); and for ensuring the Organisation’s commitment to the FSC values by signing a self-declaration (Annex 1) (1.3).
   2. Responsibilities for separate areas are specified in each part of the procedures (1.1 c). Responsibilities are also summarised in the following table:

**Table 1. Responsibilities of staff**

|  |  |  |  |
| --- | --- | --- | --- |
| **Area** | **Responsible** | **Area** | **Responsible** |
| Training and staff awareness | Sales Manager | Product labelling  Production of sales waybills | Sales Manager |
| Supplier validation and material sourcing  Purchasing of goods  Verification of purchase documents | Purchase Manager | Promotional and off-product use of trademarks  Preparation of sales contracts | Sales Manager |
| Material reception and storage | Warehouse Manager | Annual Volume Summary | Bookkeeper |
| Preparation of sales invoices | Bookkeeper | Occupational Health and Safety | Sales Manager |
| Complaints procedure  Non-conforming products  Transaction verification  Timber legality information  FSC Core Labour Requirements | Sales Manager |  |  |

*Note: The overall responsible person is responsible for any areas not specified in this table.*

1. **Training (1.1)**
   1. In our company, FSC-related training is relevant for all full-time employees. Training covering the full CoC system and based on this manual, is provided to all staff. Initial training is conducted before initial assessment and additional brief training is conducted once per year, after the results of the external FSC audit are available (Annex 2). New staff shall be personally introduced to this manual before they start to work with Company Ltd. Sales Manager is responsible for implementing this training procedure (1.1 d).
   2. The date of training, list of participants and brief overview of the topics covered will be documented for each training session. Training of new staff is documented by the signature of the employee and the date of training on a separate staff instruction sheet (1.1 e).
2. **Records (1.1)**
   1. To enable us to effectively monitor the CoC system, we maintain records covering all steps and elements of our COC system. Records can be available digitally or on paper in Company Ltd. The minimum maintenance time for all records is five (5) years (1.1 e).

**Table 2. Summary of the records maintained by Company Ltd related to our FSC certificate scope**

|  |  |
| --- | --- |
| **Record name** | **Location** |
| Purchase orders | Emails saved on server, in the folder ‘Production’ |
| Purchase waybill (2.3) | Digitally stored in the accounting programme |
| Purchase invoice (2.3) | Digitally stored in the accounting programme |
| List of suppliers (2.1) | Extracted from the accounting programme |
| Volume information (4.2) | Extractable from the accounting programme |
| Annual volume summary (4.4) | Extracted from the accounting programme into Excel and saved in the ‘FSC’ folder on the server once per year |
| Stock inventory (4.2) | Excel files stored on the server, in the folder ‘Inventory’ |
| Sales invoice (5.1) | Digitally stored in the accounting programme |
| Sales waybill (5.1) | Digitally stored in the accounting programme |
| Product label types used on products (12.1) | Sample label designs stored on the server, in the folder ‘Production’ |
| Occupational Health and Safety (1.4) | Hard copy stored in the Production Manager’s office and also presented on the message board |
| ***Specific FSC documents*** | |
| This document | Digitally stored on the server, in the folder ‘FSC’ |
| FSC Product Group List | Annexed to this document (Annex 4) |
| FSC training records | Annexed to this document (Annex 2) |
| FSC personnel training instruction sheet | Hard copy stored in the Production Manager’s office |
| FSC trademark usage approvals | Emails saved on the server, in the folder ‘FSC’ |
| Outsourcing contract | Stored on the server, in the folder ‘Contracts’ |
| Company’s Policy for Association with FSC | Saved on the server in the folder ‘FSC’; and also available on our company website |
| FSC core labour requirements self-assessment | Annexed to this document (Annex 5) |

1. **Occupational health and safety (1.4)**
   1. The Sales Manager is responsible for securing occupational health and safety at Company Ltd.
   2. Company Ltd has established procedures for ensuring occupational health and safety. A hard copy is stored in the Sales Manager’s office and is also presented on the message board.
   3. Company Ltd has a training plan covering occupational health and safety. All new workers are trained in the company’s established health and safety policy during their orientation, and additional training is conducted as the need arises. Training records are maintained for at least five (5) years.

# FSC core labour requirements (1.5, 1.6)

7.1 Company Ltd has adopted and implemented a policy statement. We chose to make our policy available to our stakeholders in our webpage and it covers:

**Child labour**

* Company Ltd is not employing workers below the age of 15.
* No person under the age of 18 is employed in hazardous or heavy work

except for the purpose of training within approved national laws and

regulations.

* Company Ltd prohibits the worst forms of child labour.

**Force and compulsory labour**

* Employment relationships are voluntary and based on mutual consent, without the threat of a penalty.
* There is no evidence of any practices indicative of forced or compulsory labour, including, but not limited to, the following:
* physical and sexual violence
* bonded labour
* withholding of wages /including payment of employment fees and
* or payment of deposit to commence employment
* restriction of mobility/movement
* retention of passport and identity documents
* threats of denunciation to the authorities.

**Discrimination in employment and occupation**

* Employment and occupation practices are non-discriminatory.

**Freedom of association and right to collective bargaining**

* Our workers are able to establish or join worker organizations of their own choosing.
* Company Ltd respects the full freedom of workers’ organizations to draw up their constitutions and rules.
* Company Ltd respects the rights of workers to engage in lawful activities related to forming, joining or assisting a workers’ organization, or to refrain from doing the same, and will not discriminate or punish workers for exercising these rights.
* Company Ltd negotiates with lawfully established workers’ organizations and/ or duly selected representatives in good faith and with the best efforts to reach a collective bargaining agreement.
* Collective bargaining agreements are implemented where they exist.

7.2 Company Ldt maintain up-to-date self-assessment (see Annex 5). Production Manager is responsible for maintaining self-assessment. Self-assessment is completed at least annually and sent to certification body prior to audit.

1. **Procedure for handling complaints (1.7)**

Company Ltd shall ensure that complaints received regarding our conformity to the requirements applicable to the scope of our CoC certificate are adequately considered, including the following:

1. acknowledge receipt of the complaint to the complainant within two (2) weeks of receiving the complaint;
2. investigate the complaint and specify, within three (3) months, our proposed actions in response to the complaint. If more time is needed to complete the investigation, the complainant and Company Ltd’s Certification Body shall be notified;
3. take appropriate actions with respect to complaints and any deficiencies found in processes that affect conformity to the certification requirements;
4. notify the complainant and our Certification Body when the complaint is considered to be successfully addressed and closed.
5. **Non-conforming products (1.8)**

***Purpose of this procedure:*** To ensure correct handling of non-conforming products.

***Definition of non-conforming product:*** Product or material labelled with FSC trademarks or registered or sold with an FSC claim, for which an organisation is unable to demonstrate that it complies with FSC eligibility requirements for making claims and/or for using the FSC on-product labels.

***Points of action***

In case non-conforming products are discovered in storage or production facilities, we will take the following actions:

1. Immediately remove any on-product FSC claims.
2. Register products as non-certified.
3. Immediately stop any sales of non-conforming products accompanied by FSC claims.

In case non-conforming products have been sold with an FSC claim (i.e. the non-conforming products were detected after sale and delivery), we will take the following actions:

1. Notify our Certification Body and all directly affected customers in writing within five (5) business days of the non-conforming product identification, and maintain records of that notice.
2. Notify our Certification Body of this action.

Once immediate actions have been taken as described above, we will take the following actions:

1. Analyse causes for the occurrence of non-conforming products.
2. Take appropriate action to prevent re-occurrence.
3. Cooperate with our Certification Body in order to allow our Certification Body to confirm that appropriate actions were taken to correct the non-conformity.
4. **Transaction verification (1.9)**

We will support transaction verification conducted by our Certification Body and Accreditation Services International (ASI), by providing samples of FSC transaction data as requested by the Certification Body.



# Fibre testing (1.10)

We will support fibre testing conducted by our certification body and ASI by surrendering samples and specimens of materials and products, and information about species composition for verification upon request.

1. **Product sourcing (Section 2 of the Standard)**
   1. The Purchase Manager is responsible for purchasing of raw material, for verifying the validity and scope of the supplier’s FSC certificate, and for verifying purchase documents (1.1 c).
   2. Company Ltd purchases material with the following claims for its FSC production (2.4):

* FSC 100%
* FSC Mix Credit

**The full list of potential FSC claims used in the FSC system\*:**

\*\*FSC 100%

\*\*FSC Mix Credit

FSC Mix XX%

FSC Recycled XX%

FSC Recycled Credit

FSC Controlled Wood (from FSC-certified suppliers)

\* The above box text is not part of the sample procedures, but rather adds explanatory material to help with understanding of the Standard and FSC requirements.

Company Ltd exclusively uses the categories marked with \*\* (above) in our certification scope for FSC.

* 1. Products are ordered based on the sales prognoses. The Sales Manager, who prepares the prognoses in Excel, will mark ‘FSC certified’ in the Comments field if the product need to be FSC-certified.
  2. The Purchase Manager is responsible for preparing purchase orders for products. The following statement is marked in the purchase order: ‘Ordered product must be FSC 100%” (or “FSC Mix Credit”) (2.4).
  3. Before preparing the purchase order – and, in addition, on a regular basis every third month – the Purchase Manager must confirm that the supplier has a valid FSC certificate, via the FSC database (<http://info.fsc.org>). It shall also be verified that the supplier has the right to sell the type of material being ordered (the certificate scope can be checked through the ‘Products’ information) (2.2). The Purchase Manager keeps a time-stamped ‘screen shot’ of the FSC database as evidence that the verification occurred.
  4. All suppliers of products are entered into our accounting programme by the Purchase Manager. Using the accounting programme, it is possible to filter out suppliers of certified products. The programme also shows the supplied product type (e.g. dinner table) and quantities, FSC claim (can be FSC 100% or FSC Mix Credit in our case) and the FSC certificate code of the supplier (2.1).
  5. The Warehouse Manager is responsible for receiving products and checking appropriate information on the associated delivery documentation including purchase waybills. The Purchase Manager is responsible for entering correct volumes of received products in the accounting programme, and for checking purchase documentation such as purchase invoices and their correspondence with the delivery documents (1.1 c).
  6. Products are delivered to our storage facilities by trucks and received by the Warehouse Manager. When material is to be delivered as certified, the Warehouse Manager shall check the following (2.3):
     1. The material category is indicated on delivery documentation as either FSC 100% or FSC Mix Credit.
     2. The correct certificate registration code of the supplier is included on the delivery documentation (e.g. NC-COC-123456). (Correct codes of the suppliers can be checked from the certified supplier list maintained in the accounting programme, see Table 2 above.)
     3. The quantities and material type of the supplied product correspond to the purchase order and to the information on the delivery documentation.
  7. If it is clear that the product is certified and corresponds with the ordered product (i.e. points 12.8.1-12.8.3 above are fulfilled), then the Warehouse Manager will see the product unloaded to the storage area and will attach a sticker with the letters ‘FSC 100%’ or ‘FSC Mix Credit’ to all certified pallets so that certified products are clearly distinguishable (3.1, 5.9, 9.3).
  8. If any of the conditions under point 12.8 are not fulfilled, the product **cannot** be accepted as certified and is not labelled with internal FSC labels. If the supplier has labelled the material as certified, such labels shall then also be removed to avoid confusion (3.1).
  9. At the end of each day, the Warehouse Manager takes the delivery documentation including purchase waybills to the office, where the Purchase Manager enters the received material to the ‘product stock’ in the accounting programme. Upon receipt of a purchase invoice, the Purchase Manager checks that the invoice includes the same information as that listed in points 12.8.1 and 12.8.2. If any information is missing, the product cannot be registered as certified and corresponding corrections need to be made physically on material pallets and in the accounting programme.

1. **Material handling and transfer system implementation (Section 3 and 9 of the Standard)**
   1. Company Ltd is using the transfer system to trade FSC-certified products. For all FSC-certified products traded, we are maintaining physical segregation from non-certified products throughout reception, warehouse and shipping.
   2. The Sales Manager, who prepares sales orders, is responsible for ensuring that these documents are clearly marked ‘FSC’, if the product has been ordered and delivered as FSC-certified.
   3. For FSC-certified sales orders, the Sales Manager shall ensure that only FSC-certified products are used (i.e. the pallets that have been labelled ‘FSC 100%’ on receipt to ensure segregation from non-certified products).
   4. At the end of each working day, the volumes of products sold are summarized. In the accounting programme, the Sales Manager deducts these volumes from the stock.
   5. Certified products are always handled separately (in separate pallets or at separate times) from non-certified products.
   6. It is the responsibility of all staff to ensure that no non-certified products are mixed with FSC-certified products. (Note that it is acceptable to sell FSC-certified products as non-certified.)
   7. We always sell FSC-certified products using the same claim as delivered and registered on the pallet label; it is therefore not permissible to mix together FSC 100% and FSC Mix Credit products (9.3).
2. **Volume control (Section 4 of the Standard)**
   1. The Sales Manager assumes overall responsibility for volume control. The Bookkeeper is responsible for preparing a correct annual volume summary and other aspects of the process as described below (1.1 c).
   2. The Sales Manager is responsible for the following:
      1. Received volumes, based on delivery documentation, are recorded under ‘stock’ in the accounting programme (4.2).
   3. The Bookkeeper is in charge of the following:
      1. After products have been loaded for delivery to the buyer and the sales invoice has been issued, the product volumes are subtracted from final product stock (4.2).
      2. Purchased and sold material can be filtered out in the accounting programme based on seller/buyer, material FSC-certified/non-certified status, and/or any time period.
   4. For all certified products, Company Ltd uses a separate accounting code starting with the letter F. Thus, it is always possible to separate and identify certified products from non-certified in the accounting programme (4.2).
   5. Volumes of purchased FSC products, with FSC claims included in the delivery documents and purchase invoices, can be extracted from the programme at any time by filtering on the letter F (for certified material) in the accounting code (4.2).
   6. Each year, prior to the annual external audit, the Bookkeeper shall prepare an annual volume summary relating to the period from last annual external audit, where the following volumes are summarised for each product: volumes received, products sold, and products still in stock. The summary is sent to the Sales Manager, who sends this information to the Certification Body prior to the audit (4.4).
3. **Sales and delivery (Section 5 of the Standard)**
   1. All products that are sold as FSC-certified are sold with the claim “FSC 100%” or “FSC Mix Credit”, thus the sales claim is not always the same (5.1).
   2. When material is loaded on the truck to be delivered to the buyer, the Warehouse Manager prepares a sales waybill. Transport documents covering certified products include Company Ltd’s FSC certification code and the claim “FSC 100%” or “FSC Mix Credit”. This information is automatically generated on the sales invoice via the accounting programme when the correct type of certified product is selected (5.1).
   3. A copy of the sales waybill is given to the Bookkeeper, who prepares a sales invoice according to the waybill. Company Ltd invoices covering certified material include the following information (5.1):
4. Name and contact details of Company Ltd – this information is permanently included in the invoice template
5. Name and address of the customer – the specific buyer is selected from the accounting programme
6. Date when the invoice was issued – this is entered by the Bookkeeper
7. Description of the product – the same product code is selected as on the sales waybill
8. Quantity of the products sold – entered by the Bookkeeper based on the sales waybill
9. Company Ltd’s FSC certificate code – the code appears automatically if the sales invoice template for certified material is selected
10. An FSC claim (for example FSC Mix Credit) – the claim is tied to the product and the correct claim appears automatically when specific certified product types are selected from the accounting programme.
    1. Each sales waybill and invoice may cover only exclusively certified or exclusively non-certified material. If both types of material are shipped to a customer, separate sales documents are prepared for certified and non-certified material. Material is always identifiable based on FSC labels, and pallet numbers that are shown on the waybill.
11. **Access to information required by timber legality legislation (6.1 b)**

***Purpose of this procedure:*** To ensure that information on origin and species is available and can be provided to customers.

***Points of action:***

**Purchasing:**

1. When purchasing FSC-certified products or FSC Controlled Wood products, we request suppliers to provide information on species and country of harvest. In case the same trade name may cover different scientific names, the scientific name shall be used.
2. We require suppliers to inform us immediately in case species or country of harvest changes.
3. We communicate these requirements to suppliers directly and also in agreements.

**Record keeping and client communication:**

1. We record the information on species and country of harvest in the inventory.
2. We register information about all species and all countries of origin in case products contain several species or material from different countries.

**Sales:**

1. We include information on species and country of harvest in the order confirmation.
2. We inform customers immediately in case of changes in species composition or country of harvest for any specific product.
3. **Trade and customs laws (6.1. a)**

**Purpose of this procedure:** To ensure compliance with all applicable trade and customs laws when importing or exporting products with FSC claim.

**Points of action:**

**Importing products:**

1. If possible, we will avoid purchasing products through companies located in [countries considered as tax havens](http://www.ethicalconsumer.org/ethicalcampaigns/taxjusticecampaign/taxhavenlist.aspx) and being involved in other financial transactions which support tax fraud in the country where the products are manufactured. In cases where trading through countries considered as tax havens cannot be avoided, we will check if this is a violation of the trade legislation in the country of our supplier.
2. We check that products are classified correctly in terms of qualities, species and quantities on official customs documents. If not, we take action to get the customs declaration corrected.
3. Products must be legally exported from the exporting country. We will check the legislation of the country of export.
4. We verify that there is evidence of customs fees having been paid.
5. If any timber species contained in a product is included in the CITES list of endangered tree species, we will check that there is a valid CITES license.
6. If the export country has an EU endorsed Timber Legality Assurance System (TLAS) under the FLEGT programme, then the product shall be accompanied by a valid FLEGT license. We will check the validity of the FLEGT license.

**Exporting products:**

1. We will not engage in trading through companies located in [countries considered as tax havens](http://www.ethicalconsumer.org/ethicalcampaigns/taxjusticecampaign/taxhavenlist.aspx) or other financial transactions with the aim at avoiding legally applicable taxes and fees.
2. We ensure that products are correctly classified on official customs documents in terms of qualities, species and quantities.
3. We export only products that can be legally exported.
4. We ensure timely payment of all applicable export fees and other customs related fees.
5. If any timber species contained in a product is included in the CITES list of endangered tree species, we will obtain a valid CITES license covering the delivery.
6. Export from countries with an endorsed FLEGT TLAS system to EU: The products shall be accompanied by a valid FLEGT license.
7. **FSC Product Groups (Section 8 of the Standard)**
   1. All products that are sold as FSC-certified are sold with the claim “FSC 100%” or “FSC Mix Credit”, thus the sales claim is not always the same (5.1). We have prepared a Product Group List according to FSC requirements (see Annex 4). The Product Group List describes which products we can trade as certified; specifies what products our certificate covers; and is helpful for our staff, customers, suppliers and any other interested party to understand what is included in our FSC system (7.1, 7.3).
   2. The Sales Manager is responsible for maintaining the Product Group List up-to-date (7.3).
8. **FSC Trademark Use (Section 12 of the Standard)**

**The FSC trademarks are:**

1. **The FSC logo**
2. **The name Forest Stewardship Council™**
3. **The initials ‘FSC’**
4. **‘Forests For All Forever’ – full mark**
5. **´Forests For All Forever’ – logo with text mark**

**The following procedures cover all four trademarks.**

* 1. FSC trademarks are used on product labels and may be used also for promotion of certified materials in Company Ltd. The person responsible for use of FSC trademarks is the Sales Manager.
  2. Before using any FSC trademark, we will prepare a project in accordance with standard FSC-STD-50-001 and we will submit the design of the trademark use to the Certification Body for approval. This also applies to materials (such as a press release, website) that do not include the FSC logo, but only the name FSC or Forest Stewardship Council.

**(NB! Alternatively to sending each design for approval at the certification body a trademark use management system can be implanted)**

* 1. Company Ltd shall reproduce the FSC on-product and off-product labels using our unique trademark license code in the space specified in the graphic design of the FSC labels.
  2. FSC labels shall not be used on-product together with the logos, names or other identifying marks of other forest management conformity assessment schemes.
  3. For on-product labelling, the responsible person shall ensure that the FSC label is clearly visible on the product.
  4. On-product labelling applies only to material which is purchased with one of the following claims included on the invoice and delivery notes:

|  |  |
| --- | --- |
| **FSC claims for the outputs** | **FSC label** |
| FSC 100% | FSC 100% |
| FSC Mix percentage of at least 70% | FSC Mix |
| FSC Mix Credit | FSC Mix |
| FSC Recycled wood – percentage of at least 70% post-consumer reclaimed | FSC Recycled |
| FSC Recycled paper – no threshold applies | FSC Recycled |
| FSC Recycled Credit | FSC Recycled |

For each labelled product, we select the FSC label that corresponds to the input material.

* 1. All trademark approvals shall be retained for minimum 5 years.
  2. The relevant Certification Body contact person for obtaining logo approval is: [NAME], email [E-mail address].

The unique FSC trademark license code of Company Ltd is:

**FSC**™ **CXXXXXX / FSC**® **CXXXXXX**

**Trademark management system**

Our organisation is implementing our own Trademark management system, to ensure that all trademarks are approved before being published.

Our system only covers off-product use where Mr. Jensen has overall responsibility and authority for the organization’s conformity and the contact with Preferred by Nature regarding trademark use.

Mr. Nielsen and Ms. Hansen have been trained in the on FSC trademark use and act as our internal approvers. Their knowledge was confirmed and approved by Preferred by Nature.

They will be issuing internal approvals based on this management system. Also Mr. Jensen will provide annual trainings on the up-to-date version of our procedures to ensure the competence when implementing the trademark use management system.

The procedure for having new TMK off-product use approved is:

* Send an email with the design attached to Mr. Nielsen and/or Ms. Hansen
* Then Mr. Nielsen and/or Ms. Hansen will look at it and send an email back to you
  + The email subject will be:

Approval no (3 digits) CoC TMK ddmmyy

* All our approvals are saved in a folder (FSC TMK approvals) in our IT system and kept for minimum 5 years.

Prior to each new use of the on-product FSC trademarks, Mr. Jensen will ensure the trademark use is approved externally by our certification body NEPCon - Preferred by Nature.

**(NB: Prior to the use of an internal control system, the organization shall demonstrate a good understanding of the requirements in question by submitting a sufficient number of consecutive correct approval requests to the certification body for each type of intended use (e.g. organizations controlling both labelling and promotion shall submit requests for each). It is at the discretion of the certification body to determine when the organization has demonstrated a good record of submissions. Please note that the online FSC Trademark Training Course for Certificate Holders is recommended**

**To be able to use a Trademark use management system the Organization shall have standard FSC-STD-50-001 v 2.0 under certificate scope. The system, with all the conditions specified in Annex A of the standard, shall be approved by the certification body before the organization may start using it)**

1. **Annual FSC audit**

Prior to the annual external FSC audit, the following documentation is prepared and submitted to our Certification Body contact person:

* Updated FSC procedure (this document)
* Updated documentation for executed training (Annex 2)
* Updated list of FSC suppliers (Annex 3)
* Updated Product Group List (Annex 4)
* Annual volume summary, which at minimum covers the following information, compiled per FSC product group, product type and material category:
* Input purchased/received
* Input used for production (if applicable)
* Input material still in stock (if applicable)
* Outputs sold
* Output material still in stock
* FSC core labour requirements self-assessment
* Outsourcing agreements (if applicable)
* List of subcontractors with FSC-certified production (if applicable)

# Annex 1: Company Policy for Association with FSC

**Self-Declaration**

regarding FSC-POL-01-004

**(Policy for the Association of Organizations with FSC)**

The signing Organizationis associated with the Forest Stewardship CouncilTM A.C., Oaxaca, Mexico, or one of its subsidiaries or affiliates (hereinafter: FSC) by being either a member of or having a contractual relationship with FSC.

Hereby the signing Organization explicitlystates that it has read and understood the “Policy for the Association of Organizations with FSC” as published under [www.fsc.org](http://www.fsc.org). This policy stipulates FSC’s position with regards to unacceptable activities by organizations and individuals which already are or would like to be associated with FSC as well as the mechanism for disassociation.

In light of the above, the Organizationexplicitly agrees currently and in the future, as long as the relationship with FSC exists, not to be directly or indirectly involved in the following unacceptable activities:

a) Illegal logging or the trade in illegal wood or forest products;

b) Violation of traditional and human rights in forestry operations;

c) Destruction of high conservation values in forestry operations;

d) Significant conversion of forests to plantations or non-forest use;

e) Introduction of genetically modified organisms in forestry operations;

f) Violation of any of the ILO Core Conventions, as defined in the ILO Declaration on Fundamental Principles and Rights at Work, 1998.

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City, Date

# Annex 2: Documentation for training of staff

The following members of staff have received training related to FSC certification and these Chain of Custody procedures:

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| --- | --- | --- | --- | --- |
| **Name** | **Job title and function** | **Topic of the training** | **Training date** | **Name of the trainer/instructor** |
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# Annex 3: FSC Supplier List (2.1)

This list is verified by the Purchase Manager each time a purchase order is prepared, as well as (on a regular basis) every third month; via the FSC database at <http://info.fsc.org>.

Time-stamped ‘screen shots’ from <http://info.fsc.org> may be used for compiling and confirming the details on the supplier list.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Supplier**  (Name and address) | **Product type**  (Description of the product) | **Material category**  (FSC 100%, FSC Recycled Credit, FSC Recycled XX%, FSC Mix Credit or FSC Mix XX%) | **FSC CoC Code** | **Date of latest verification** |
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# Annex 4: FSC Product Group List (8.3)

Date:

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| --- | --- | --- | --- | --- | --- | --- |
| **FSC Product Group** | **Product Type and Code** | **Sales FSC Claim** | **Species** | **Input Material FSC Claim** | **Control System for FSC Claim** | **Sites** |
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Please note that some columns have a drop-down menu – all you need to do is to make the right choice.

# Annex 5: FSC core labour requirements self-assessment (1.6, Section 7 of the Standard)

### Questions used for completing the self-assessment:

|  |  |
| --- | --- |
| **Category** | **Question** |
| **Child Labour** | * What is the statutory, legal, or regulated minimum age at the place of your operations? * What measures have you taken to ensure that child labour is not used in your operations? * Do you register the age (birthday) of your workers and how do you verify that this is the actual age? Do you check the identification papers? * If there are legal or regulatory restriction which to your understanding would limit your ability to comply with the requirement, describe how you mitigate those limitations. * If you employ workers below the age of 18, describe what measures you have taken to ensure that they don’t perform hazardous or heavy work. If there are a requirement for training and education, indicate supporting documents. * Is the employment of children between the age of 13 or 15 legally allowed? Do you employ children between that age? If yes on both accounts, specify measures you have taken to ensure that they only perform light work that is not harmful to their health or development and that allows them to work outside school hours only. |
| **Forced Labour** | * Describe your recruitment and contracting practices to show compliance with this principle. * Do you grant loans or salary/wage advances that would require a worker to extend his/her working beyond the legal or contractual agreements? If so, can you describe how you mitigate the risk of bonded labour in such a case? * How do you ensure that there are no employment fees deducted, or payments or deposits made to commence employment? * How do you ensure that the workers do not experience any form of mobility restriction? * How do you ensure that the workers have access to their passports and identification documents at all times while at the same time offering a safe place for storing the documents? * How do you ensure that there are no threats of denouncing workers to the authorities? |
| **Discrimination** | * How do you ensure that wages and other working conditions are non-discriminatory? * Is there gender/age ratio parity? * Do you have an ethnically diverse workforce? * Do you have policies about non-discrimination? * Do you ensure all employees have equal opportunity for promotion? * How do you ensure applicants have equal opportunity for employment? * If there are legal or regulatory restriction which to your understanding would limit your ability to comply with these requirements, describe how you mitigate these restrictions? |
| **Freedom of Association and the Right to Collective Bargaining** | * Are workers organised into a trade union? To the best of your knowledge, describe why you believe the workers have or have not chosen to be represented by a trade union. * If workers are represented by a union, is the union autonomous and independent? * What forms of worker representation other than unions exist at the site? * Are there collective bargaining agreements in place that cover workers, and if so, how do you ensure compliance with such agreements? |

### FSC core labour requirements self-assessment

**Attestation:** I, Click or tap here to enter text., hereby affirm that the following statements are true and correct to the best of my knowledge, and I acknowledge making a knowingly false statement can result in the suspension or termination of the certificate or non-issue of the certificate.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name Date

**Child Labour**

|  |  |  |
| --- | --- | --- |
| **Requirement** | **Questions** | **Answer** |
| 7.2 The organization shall not use child labour.  7.2.1 The organization shall not employ workers below the age of 15, or below the minimum age as stated under national, or local laws or regulations, whichever age is higher, except as specified in 7.2.2.  7.2.2 In countries where the national law or regulations permit the employment of persons between the ages of 13 to 15 years in light work, such employment should not interfere with schooling nor, be harmful to their health or development. Notably, where children are subject to compulsory education laws, they shall work only outside of school hours during normal daytime working hours.  7.2.3 No person under the age of 18 is employed in hazardous or heavy work except for the purpose of training within approved national laws and regulation.  7.2.4 The organization shall prohibit the worst forms of child labour. | a) Does your organization comply with Clause 7.2?  If yes, continue at c). | Click or tap here to enter text. |
| b) If the answer is no to a) above, please describe how or why your organization does not comply with Clause 7.2. | Click or tap here to enter text. |
| c) For the individuals employed by you at the site/sites holding the certificate, describe how your organization knows it complies with Clause 7.2. | Click or tap here to enter text. |
| d) Identify any documents or other records (and their location) that you rely upon to verify compliance with Clause 7.2. | Click or tap here to enter text. |
| e) Identify any legal obligations that you believe may impact your ability to comply with Clause 7.2. Please describe them, and how they impact your ability to comply with Clause 7.2. | Click or tap here to enter text. |
| f) Attach a policy statement, or statements, made by your organization that encompasses Clause 7.2. | Click or tap here to enter text. |

**Forced Labour**

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| --- | --- | --- |
| **Requirement** | **Questions** | **Answer** |
| 7.3 The organization shall eliminate all forms of forced and compulsory labour.  7.3.1 Employment relationships are voluntary and based on mutual consent, without the threat of a penalty.  7.3.2 There is no evidence of any practices indicative of forced or compulsory labour, including, but not limited to, the following:   * physical and sexual violence * bonded labour * withholding of wages /including payment of employment fees and or payment of deposit to commence employment * restriction of mobility/movement * retention of passport and identity documents * threats of denunciation to the authorities. | a) Does your organization comply with Clause 7.3? If yes, continue at c). | Click or tap here to enter text. |
| b) If the answer is no to a) above, please describe how or why your organization does not comply with Clause 7.3? | Click or tap here to enter text. |
| c) For the individuals employed by you at the site/sites holding the certificate, describe how your organization knows it complies Clause 7.3? | Click or tap here to enter text. |
| d) Identify any documents or other records (and their location) that you rely upon to verify compliance with Clause 7.3. | Click or tap here to enter text. |
| e) Identify any legal obligations that you believe may impact your ability to comply with Clause 7.3. Please describe them, and how they impact your ability to comply with Clause 7.3. | Click or tap here to enter text. |
| f) Attach a policy statement, or statements, made by your organization that encompasses Clause 7.3. | Click or tap here to enter text. |

**Discrimination in Employment and Occupation**

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| --- | --- | --- |
| **Requirement** | **Questions** | **Answer** |
| 7.4 The organization shall ensure that there is no discrimination in employment and occupation.  7.4.1 Employment and occupation practices are non-discriminatory. | a) Does your organization comply with Clause 7.4?  If yes, continue at c). | Click or tap here to enter text. |
| b) If the answer is no to a) above, please describe how or why your organization does not comply with Clause 7.4. | Click or tap here to enter text. |
| c) For the individuals employed by you at the site/sites holding the certificate, describe how your organization knows it complies with Clause 7.4. | Click or tap here to enter text. |
| d) Identify any documents or other records (and their location) that you rely upon to verify compliance with Clause 7.4. | Click or tap here to enter text. |
| e) Identify any legal obligations that you believe may impact your ability to comply with Clause 7.4. Please describe them, and how they impact your ability to comply with Clause 7.4. | Click or tap here to enter text. |
| f) Attach a policy statement, or statements, made by your organization that encompasses Clause 7.4. | Click or tap here to enter text. |

**Freedom of Association and the Right to Collective Bargaining**

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| **Requirement** | **Questions** | **Answer** |
| 7.5 The organization shall respect freedom of association and the effective right to collective bargaining.  7.5.1 Workers are able to establish or join worker organizations of their own choosing.  7.5.2 The organization respects the full freedom of workers’ organizations to draw up their constitutions and rules.  7.5.3 The organization respects the rights of workers to engage in lawful activities related to forming, joining or assisting a workers’ organization, or to refrain from doing the same, and will not discriminate or punish workers for exercising these rights.  7.5.4 The organization negotiates with lawfully established workers’ organizations and/ or duly selected representatives in good faith and with the best efforts to reach a collective bargaining agreement.  7.5.5 Collective bargaining agreements are implemented where they exist. | a) Does your organization comply with Clause 7.5? If yes, continue at c). | Click or tap here to enter text. |
| b) If the answer is no to a) above, please describe how or why your organization does not comply with Clause 7.5. | Click or tap here to enter text. |
| c) For the individuals employed by you at the site/sites holding the certificate, describe how your organization knows it complies with Clause 7.5. | Click or tap here to enter text. |
| d) Identify any documents or other records (and their location) that you rely upon to verify compliance with Clause 7.5. | Click or tap here to enter text. |
| e) Identify any legal obligations that you believe may impact your ability to comply with Clause 7.5. Please describe them, and how they impact your ability to comply with Clause 7.5. | Click or tap here to enter text. |
| f) Attach a policy statement, or statements, made by your organization that encompasses Clause 7.5. | Click or tap here to enter text. |



**About us**

Preferred by Nature (formerly NEPCon) is an international non-profit organisation working to support better land management and business practices that benefit people, nature and the climate. We do this through a unique combination of sustainability certification services, projects supporting awareness raising, and capacity building.

For more than 25 years, we have worked to develop practical solutions to drive positive impacts in production landscapes and supply chains in 100+ countries. We focus on land use, primarily through forest, agriculture and climate impact commodities, and related sectors such as tourism and conservation. Learn more at [www.preferredbynature.org](http://www.preferredbynature.org)

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**www.preferredbynature.org**

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1. Please note that numbers in parentheses used throughout this document refer directly to the requirements included in the FSC Chain of Custody Standard, FSC-STD-40-004, version 3-1. [↑](#footnote-ref-2)