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## REGULATIONS REGARDING THE ISSUE AND MAINTENANCE OF THE FSC® CHAIN-OF-CUSTODY CERTIFICATION

### 1. DESCRIPTION OF THE INSTITUTE

CERTIQUALITY is a Certification Institute that operates according to the general criteria defined by the standards of UNI CEI EN ISO/IEC 17065 series and, as regards the issue and maintenance of the FSC Chain of Custody Certification, according to the Forest Stewardship Council® (FSC) Standards. Certiquality is an FSC accredited body for the scope : Chain of Custody.

The Accreditation Certificate is available on the web site [www.certiquality.com](http://www.certiquality.com).

As an independent Body, CERTIQUALITY provides requesting Organisations with services aimed at assessing and certifying the conformity of their Chain-of-Custody with the FSC standards.

Certiquality does neither directly nor through subcontractors offers any advisory services within the scope of accreditation to its clients.

Certiquality is a Limited Liability Company.

The legal nature of the Institute is described in its Articles of association.

The Institute's activities are financed by the application of the Certification fees.

### 2. PURPOSE AND SCOPE

These Regulations define the relationships between CERTIQUALITY, hereinafter referred to as the "Institute", and the Organisations requesting the Chain-of-Custody Certification according to the FSC Standards.

The aim of the Chain-of-Custody Certification according to the FSC Standards is to guarantee, through a first audit and subsequent surveillance audits, that wood, by-products and non-timber forest products used during the different phases of supplying, manufacturing, distribution and marketing actually originate from FSC certified forests and plantations.

These Regulations, the enforcement of which is supervised by the Committee for Safeguarding Impartiality, appointed by the Institute's Board of Directors, define the procedure that Certiquality must follow to issue the Chain-of-Custody Certification. FSC Standards are structured in order to be applied to the site and the activities related to the Management of the Chain-of-Custody.

### 3. REFERENCE STANDARDS AND DEFINITIONS

The FSC Standards and all documents issued by the Forest Stewardship Council (Standard, Policies, Procedures, Advice Notes, Guidance Documents) are the reference standards.

The last edition of these Standards as published on the FSC website ([www.fsc.org](http://www.fsc.org)) shall be considered.

The definitions provided in the FSC Standards and the definitions for the following terms used in the text, shall apply.

#### 3.1 Organisation

Term used to indicate the Subject or entity holding or applying for certification and therefore responsible for demonstrating conformance to the applicable requirements upon which FSC certification is based.

#### 3.2 Production site

A single functional unit of an Organization situated at one physical location which is geographically distinct from other units of the same Organization.

#### 3.3 Participating Site

Site included in the scope of a Multi-site or Group certificate. Subcontractors that are used within the terms of outsourcing agreements are not considered Participating Sites.

Normal Risk Participating Sites: Participating Sites not conducting any of the activities considered "high risk".

### 3.4 Multi-site

FSC-STD-40-003 v.2-1 is the reference standard.

Multiple sites or legal entities may be included in the scope of a Multi-site COC certificate if:

- a) All Participating Sites and The Organization that holds the certificate are linked through common ownership, or
- b) All Participating Sites:
  - i. Have a legal and/or contractual relationship with The Organization; and
  - ii. Are subject to a centrally administered and controlled management system established by The Organization that has authority and responsibilities beyond those related solely to certification, including at least one of the following elements:
    - Centralized purchase or sales function;
    - Common operational procedures (e.g. same production methods, same product specifications, integrated management software);
    - Operating under the same brand name (e.g. franchise, retailer).

The following Organizations are not eligible for Multi-site COC certification:

- a) Organizations that don't have authority over the creation of companies (i.e. establishing new legal entities within The Organization that may join the certificate as Participating Sites);
- b) Organizations that don't have authority over the admission or removal of Participating Sites from the certificate scope;
- c) Associations or Organizations established to promote the goods or services of their members;
- d) Non-profit Organizations that have for-profit members.

Multi-site COC certificates are evaluated by the certification body based on a defined sampling methodology as specified in FSC-STD-20-011 v4-0.

After the certification, new participating sites added to the certificate scope shall only be considered certified after Certiquality has added the new sites to the FSC database of registered certificates. Certiquality will update the database within one (1) week from the date of receipt of the Central Office's audit report.

### 3.5 Chain-of-Custody

The term chain of custody indicates the channel through which products are manufactured, transformed and distributed, from their origin in the forest to their end-use, including all intermediate processes.

The FSC Chain of Custody is an supply chain information trail about the path taken by products during the different stages of cutting, manufacturing and distribution. All personnel involved in the manufacturing and distribution of FSC labelled products shall prove that all products are obtained according to the FSC Standards and come from suppliers certified by an FSC accredited Body.

FSC-STD-40-004 v.3-0 is the reference standard.

### 3.6 FSC Audit Team

Personnel appointed by the Institute to audit the Organisation's chain of custody System.

The terms assessment, evaluation and audit are used as synonyms.

**3.7** The CERTIQUALITY FSC-COC Certificate is the document whereby Certiquality as Accredited Certification body, provides a credible guarantee that the certified company, every operational site, all Chain of Custody operations within the scope of a certificate are in compliance with all applicable requirements of the applicable FSC standards and normative documents.

The certificate states that the company has a control system in place to ensure that all the applicable requirements are implemented.

This document states that, at the moment of its emission, in the certified sites there is no major non conformity regarding the reference Standard.

Where applicable, Certiquality during the audit carry out sampling of operational sites, non-certified suppliers, contractors, documents, management records and interviews with personnel, sufficient to verify that the control system is being implemented effectively and consistently across the whole scope of the evaluation.

The certificate shall be issued to the Organization that has direct management responsibility for the Chain of Custody system under their control.

In case of multisite according to FSC-STD-40-003, Certiquality will issue a Chain of Custody certificate that covers more than one site. Only one (1) multi-site certificate will be issued to the central office with a list of all Participating Sites in an appendix.

Certiquality carried out the following kind of chain-of-custody certification in compliance to the applicable FSC standard :

- Single Chain of Custody certificate
- Group Chain of Custody certificate
- Multi-site Chain of Custody certificate
- projects chain of custody.

### 3.8 Group Certification

Groups of independent "small" enterprises (Participating Sites) are eligible to be included in the scope of a Group COC certificate if they conform to the following eligibility criteria:

- a) Each Participating Site shall qualify as "small" as defined by:
  - i) No more than 15 employees (full time equivalent); or
  - ii) No more than 25 employees (full time equivalent) and a maximum total annual turnover of US\$ 1,000,000.

b) All Participating Sites shall be located in the same country as The Organization that holds the certificate.

In any reference to the certification and the certified products the group and not the single member shall appear.

Each member shall use the COC certification code of the group in the documentation regarding the selling of the certified products.

The office which requests the certification and holds any certification issued is the head office. It is also responsible towards the Institute for ensuring that all reference standards are respected by every single site of the Organisation.

In no case the head office is authorized to issue documents similar to the FSC certification issued by Certiquality in order to confirm the participation to the certification; nor to produce documents authorizing third parties to use FSC logos (sublicence).

Only one (1) group certificate will be issued to the group entity with a list of all Participating Sites in an appendix.

### 3.9 Single COC certificate

Multiple sites may be included in the scope of a Single COC certificate if they conform to all of the following eligibility criteria:

a) One site under the scope of the Single COC certificate is:

- i. Acting as the certificate holder;
- ii. Responsible for invoicing of certified and non-certified materials or products covered by the scope of the certificate to external clients;
- iii. Controlling the use of the FSC Trademarks.

b) All sites under the scope of the Single COC certificate are:

- i. Operating under a common ownership structure;
- ii. Managed under direct control of the certificate holder;
- iii. In an exclusive business relationship with each other for the output materials or products covered by the scope of the certificate;
- vii. Located in the same country.

In the event of a single certificate with multiple sites the sampling of site is not applicable.

### 3.10 License Agreement for FSC

The License Agreement for FSC shall be accepted before the main evaluation and registered by all organisations wishing to request the FSC certification. Said document authorizes the use of FSC logos in accordance with the rules set forth in it.

### 3.11 False claim

An FSC claim made on a sales document for products that are not eligible to be sold as FSC certified. 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.

### 3.12 Fraud

The offence of intentionally labelling and/or making FSC claims on sales documents of products that are not eligible to be sold as FSC certified.

### 3.13 FSC transaction

Purchase or sale of products with FSC claims on sales documents.

#### Transaction verification

Verification by certification bodies and/or Accreditation Services International (ASI) that FSC output claims made by certificate holders are accurate and match with the FSC input claims of their respective trading partners (ref. par. 7.3).

#### Trading partners

Suppliers and customers of the organization for products purchased or sold with FSC claims.

## 4. GENERAL CONDITIONS

Certiquality conducts the certification operations according to the accreditation scope and in conformity with:

- a) the requirements specified in the "General requirements for FSC accredited certification bodies" (FSC-STD-20-001 V4-0),
- b) the requirements of all applicable FSC normative documents as published on the FSC website (ic.fsc.org);
- c) its operational procedure, policies and instructions.

**4.1** Certification is available to all Organisations that deal with forest-wood sectors (wood or non-timber forest products), regardless of their nature, structure, size or membership of any association or group.

**4.2** The Institute reserves the right to evaluate the applicability of the FSC Certification System, as set forth by the FSC Standards for the specific cases.

Certiquality reserves the right to decide whether to accept the request or to withdraw the certificate issued in the case of objective and incontrovertible evidence that the Organisation's behaviour causes damages to the image of the Institute or if activities of the client conflict with the obligations of Certiquality as specified in the accreditation contract with ASI.

**4.3** For the Certification procedure to be applied by the Institute, the Organisation must:

- have a documented management system of chain of custody compliant with applicable FSC reference Standard;
- describe the above mentioned system in appropriate documents (Manual on traceability (Coc) of certified material, procedures);
- accept the rules set forth by these Regulations and the conditions communicated by the Institute;

- disclose current or previous application or certification with FSC and/or other forestry certification schemes in the last five years.

**4.3.1** All Organisations, shall sign a self-declaration to demonstrate and acknowledge the acceptance of FSC values. The Organisation shall also ensure that its suppliers and subcontractors are equally committed, as the Organisation is responsible for their conformity. In particular, the auditor shall verify that the Organisation declares to renounce to any direct and indirect collaboration with whoever is implied in the following activities:

- Illegal logging or the trade in illegal wood or forest products;
- Violation of traditional and human rights in forestry operations;
- Destruction of high conservation values in forestry operations;
- Significant conversion of forests to plantations or non-forest use;
- Introduction of genetically modified organisms in forestry operations;
- Violation of any of the ILO Core Conventions as defined in the ILO Declaration on Fundamental Principles and Rights at Work.

In addition, the chain of custody FSC STD 40 004 certification standard, requires the companies to manage certain aspects related to health and safety at work. The Organisation holds at least the following documentation for health and safety at work:

- appointment of a representative,
- procedures for health and safety,
- training to workers.

**4.4** In the application of the chain of custody, the Organisation must clearly specify the activity carried out and the application field of the certification request.

**4.5** Acceptance of the application, issue of the Certification and maintenance of the Registration thereof are subject to the payment of the prescribed fees (see par.17). Failure to fulfil such obligations by the established deadline shall lead to the suspension or revocation of the Certificate, as set forth in Sections 13 and 14.

**4.6** The name of the certified Organisation is included in the list of certified Organisations, which is available on the FSC database and published on the website: [www.fsc.org](http://www.fsc.org). The Institute makes data public even in the case of suspension, revocation and waiver of certification.

**4.7** The Organisation undertakes to conform and keep its products/services to all applicable legal and compulsory requirements (such as directives, laws and regulations). It is the Institute's responsibility to verify on the basis of a sampling that is congruent

with the audit time, that the Organisation is aware of, and capable of managing all the compulsory aspects connected to the scope of certification.

**4.8** The FSC Chain-of-Custody Certificate is valid from the date of issue of the Certificate until the date of expiry, waiver or revocation of the Certificate. All products sold before the date of issue or after the date of expiry are not included in the certified products.

**4.9** Obligation to provide information regarding any legal and/or administrative proceedings in progress. Certified Organisations undertake to:

- promptly inform the Institute by fax/e-mail, and subsequently by registered letter of any non-conform situation recorded by monitoring Authorities, any suspension or revocation of authorisation, concessions, etc. relating to the production/distribution of products and/or services connected to the Certification.
- immediately notify the Institute of any legal and/or administrative proceedings in progress, regarding the subject of certification, within the limits posed by law;
- give immediate notification of any serious events or accidents or environmental damage;
- keep the Institute informed of the developments of the aforesaid proceedings.

As regards the above, the Institute reserves the faculty to conduct and appropriate and timely extraordinary audits and suspends or withdraws certification when necessary, in the event of actual non-conformity of the Organisation's Management System.

#### **4.10 Audits abroad**

If the company or a site of the company is abroad at least one (1) audit team member shall be:

- a) fluent in the main language of the area in which the audit takes place; or
- b) a designated independent interpreter, who is not an employee or consultant of the client under evaluation; or
- c) fluent in the corporate language, if the client provides a written declaration that confirms that all of the following criteria are met:
  - i. all relevant records and procedures relating to FSC requirements are written and understood in the corporate language; and
  - ii. all management staff and those with FSC responsibilities can communicate fluently in the corporate language.

#### **4.11 Outsourcers**

During the planned audits, in order to ensure conformance to all applicable requirements of the FSC normative documents, Certiquality submits to audit also a sample of the outsourcers used by the organization who come in contact with the certified material and which are defined as high-risk.

Certiquality during the audit shall confirm that the

risks associated with mixing, substitution or false claims by the Organization or the contractor are controlled.

The Organisation must envisage specific agreements with all outsourcers as set forth by FSC standards.

Even in case that are not considered 'high risk', Certiquality may require on-site audits at outsourcer's facilities if any risk of improper additions or mixing by the contractor is identified.

#### **4.12 Suppliers of non-certified reclaimed material**

The Organisation or Participating Sites (in case of multisite), utilizing suppliers of non-certified reclaimed material shall carry out a risk assessment to guarantee that the material itself is post-consumer.

The company shall define a Supplier Audit program for an annual plan of audits on a sample of "high-risk" suppliers, in compliance with the FSC-STD 40 007 standard.

Certiquality shall carry out annual on site audit of a sample of the suppliers included in the program defined by the company unless the Organization's supplier audits had been carried out by other FSC accredited certification body .

**4.13** Certiquality can issue or renew a FSC certification only if the Organisation fulfils the following requirements:

- it has entered and holds a valid License Agreement for the FSC certification, in the most recent version, where the right to use the FSC trademarks is not suspended,
- it conforms the applicable requirements of all applicable FSC normative documents,
- it has signed the offer and accepted the conditions set forth by the current regulation,
- it has implemented completely any corrective action required for the elimination of the non-conformities issued within the maximum timeline specified in par. 5.2.3,
- it has fulfilled with the due payments.

**4.14** Certiquality may issue a CoC certificate before the Organization has taken physical possession of eligible inputs (FSC-certified, FSC Controlled Wood or reclaimed material) if it is satisfied that a Chain of Custody system is in place.

The Organization is required to notifies to Certiquality as soon as eligible input stock is available or the production of FSC-certified material has started.

Certiquality shall carry out a (second) site visit or conduct the first surveillance evaluation within three months following receipt of such notification unless the main evaluation has not resulted in any nonconformity related to the management of critical control points.

## **5 MANAGEMENT SYSTEM CERTIFICATION PROCEDURE**

Before starting the certification procedure, an Organisation may request a pre-assessment in order to evaluate its readiness for audit, in relation to the requirements of reference standards. This visit is supported by adequate documentation but is not considered for Certification audit purposes.

### **5.1 Certification Application and Acceptance of Certification Offer**

Organisations that intend to obtain Certification must request a Certification Offer to the Institute by filling an application and enclosing the required documentation.

The company must declare in the application form any current or previous applications or certifications with FSC or other forestry certification schemes in the last five (5) years.

If applicable, the applicant shall sent the latest available FSC audit report of the last five (5) years and Certiquality will consider it in the certification process. Certiquality will reject applications for certification of management units or sites that are already covered by a valid or suspended FSC certification, except where a certification transfer process according to FSC-PRO-20-003 is ongoing.

The Institute proceeds with a formal examination of the documentation presented in order to verify the completeness and accuracy of the general information and to prepare and send the certification offer.

The acceptance of the offer finalizes the contract between the parties and implies also the acceptance of the provisions contained in these Regulations and subsequent amendments, which are available on the website: [www.certiquality.it](http://www.certiquality.it). These regulations are part of the offer and the organization declares to know them by accepting the same.

The audit time-frame established and indicated in the offer may be reviewed and amended in the case that the data provided by the Organization during the application for the offer are:

- incomplete or dissimilar;
- updated at a later stage during the five-year period of validity of the certificate.

It cannot be planned and carried out the certification audit if the company has not signed the contract with Certiquality and after the client has obtained a 'License Agreement for the FSC Certification Scheme'.

Italian language is the language adopted by the Institute. English and Spanish (official languages of the FSC) or other languages (French and German) are accepted subject to prior agreement with the Institute.

All the conditions governing the issue of Certification to national Organisations shall apply also to foreign Organisations, unless other specific provisions are defined by the Institute in international agreements.

## 5.2 Certification issue

Following the acceptance of the Certification Offer, the Institute agrees with the Organisation the period for conducting the audit. Acceptance of the contract does not constitute either a direct or an indirect obligation to certify.

The Institute appoints the FSC Audit Group and duly notifies the Organisation. The Organisation may, however, request in writing the replacement of one or more of the members whenever there exist plausible reasons that are not directly related to the expertise of the auditor. Said reasons must be provided.

One member of the Group acts as Lead Auditor and he/she is responsible for the Audit Group.

The Audit Group may also be constituted by one member only.

An auditor cannot perform more than three consecutive audits within the same Organisation.

**5.2.1** The audit can be carried out only if the Organisation has a fully operative Management System, according to the requirements of the reference standards.

In addition, the Organisation shall have accepted and registered the FSC License Agreement.

Any absence of a valid License Agreement verified during the audit is to be considered as a major non conformity, which shall be corrected within 2 weeks.

**5.2.2** The Organisation shall also ensure that during the assessment:

- a) All documents relating to the chain of custody System to be certified, including all the records relating to the enforcement of the System are made available to Auditors.
- b) Auditors receive assistance during the audit.
- c) Access is granted to the Information System, in line with the audit requirements.

The audit consists of a detailed evaluation of the conformity of the Organisation's procedures and products against the applicable requirements specified in the FSC normative documents in order to guarantee the chain-of-custody of the certified products on site at each stage of manufacturing. Organisations shall give proof of the practical application of written procedures.

The Audit Group starts the evaluation activities by conducting an Opening Meeting with the Organisation's top management aimed at illustrating the audit plan.

Upon completion of the audit, the Audit Group meets to discuss the findings and process collected data.

During the closing meeting and in the presence of the Organisation's top Management, the Audit Group refers on the conformity of the Organisation's Management System with the reference FSC standard, specifying any discrepancies reported.

During the meeting, the Organisation has the

opportunity of discussing the findings with the Audit Group and of clarifying its position. The report prepared by the Team leader and handed over to the Organisation describes the findings of the visit and the result of the audit.

Data presented in the reports shall be in metric system units.

**5.2.3** Non conformities can be listed as major or minor. Non-conformities may lead to:

- Corrective Action Request to the Organisation,
- suspension and withdrawal of the certification in cases of severe nature.

In the case of non-conformity requesting corrective action, the Organisation shall submit an implementation schedule detailing the activities that will be taken for the purposes of the Certification issue.

Moreover, the Organisation shall have to demonstrate that it has implemented and verified all the corrective actions or that it is specifically committed to attaining full compliance within a specific interval of time:

a) in case of minor non-conformities full compliance must be attained within one year. Exceptionally Certiquality may extend the deadline up to two years. The effectiveness of the corrective action plan implemented by the Organisation as regards minor non-conformities shall be assessed by the Institute during a subsequent verification inspection.

If there is no objective evidence of full conformity within the deadline established, the Institute may increase the level of severity of the non-conformity (hence becoming a major non-conformity) and the Organisation must close according to the time schedule defined in point b).

In cases of severe nature, the Institute may proceed to the suspension of the certification.

b) in case of major non-conformities full compliance must be attained within three months. Exceptionally Certiquality may extend the deadline up to six months. If the corrective actions have not been implemented within the deadline established, the Institute may proceed to the suspension of the certification. The certification cannot be issued or renewed if the Organisation has failed to implement all corrective actions regarding major non-conformities found by the Audit Group during the audit. Major non conformities shall not be downgraded to minor.

The Institute may request the submission of documentation confirming the management of the corrective actions or it may conduct a supplementary partial or full evaluation audit. The company will be informed accordingly.

The results of the main evaluation are valid for a maximum period of six months. Within this period Certiquality shall take a certification decision.

This means that the Organization, within the timescale, shall send the corrective action plan for the minor nonconformity and closed the corrective actions in case of major non-conformities. Otherwise, after six months, the results of the main evaluation are considered out of date and a new on-site main evaluation shall be conducted before a certificate can be issued.

**5.3** In case of multi-site Organisation, the Institute may conduct random audits depending on the type and the characteristics of the operative and/or operational units, as set forth by the specific FSC Standard. Certiquality reserves the right to verify all production and/or corporate sites at least once during the five-year validity of the certification.

**5.4** Decision of Technical Commission  
Certiquality is responsible for, and retains authority for, all decisions relating to certification. The documentation relating to the evaluation of the chain of custody shall be submitted to the Technical Commission of the Institute responsible for issuing the Certification. The Technical Commission evaluates all nonconformities and results of the audit to achieve the objective of the relevant requirement of applicable FSC normative documents. It considers the impact of nonconformity, taking account how it affects the integrity of the affected supply chains for FSC-certified products and the FSC system. Within six (6) months from the main evaluation, Certiquality will make and communicate the certification decisions to the client and in case of positive resolution send the certificate. The Technical Commission communicates also the date of the deadline by which the first surveillance audit must be carried out. If necessary, the Technical Commission may request an additional audit.

**5.4.1** Certiquality's Technical Commission has the right to delay or postpone its decision on certification in order to take proper account of new or additional information which has become available to the Institute and which has not already been considered in the evaluation report and which, in the opinion of Certiquality, could affect the outcome of its evaluation.

**5.5** In the event of a simulation audit (ref. par.4.14), the company cannot use the FSC logo; it shall inform Certiquality as soon as it receives the first order of FSC material, in order to organize an additional audit with certified material or conduct the first surveillance audit within three months following receipt of such notification unless the main evaluation has not resulted in any non-conformities related to the management of critical control points. The use of FSC logo will be granted after the audit.

## **6. USE OF FSC LOGO AND TRADEMARKS**

After the issue of the Certification, the Institute registers the Organisation in the Registry of CERTIQUALITY/FSC certified Organisations, and inserts all data on the database available on the website [www.fsc.org](http://www.fsc.org).

The certified Organisation is entitled to use FSC certification logo.

All detailed conditions about its possible uses are outlined in the FSC-STD-50-001 Standard V2-0.

All property rights and rights of use of FSC logos are reserved to the Forest Stewardship Council.

FSC retains full ownership of the intellectual property rights and nothing shall be deemed to constitute a right for the client to use or cause to be used any of the intellectual property rights.

The use of on-product and/or off-product certification logo and trademarks is subject to previous approval by the Institute.

The use of logo and trademarks on non-FSC certified products previous to the obtaining of the certification is forbidden.

Any exception to the general rules or modifications to the FSC logo and trademarks must be authorized by the Forest Stewardship Council (FSC) upon request of CERTIQUALITY.

The certificate holder ensures that no certificate or report nor any part thereof is used in a misleading manner.

Certiquality controls the FSC trademark use by the clients, both on-product and promotional uses by:

- a) auditing the trademark use at minimum at the time of the surveillance audit and re-evaluations and
- b) addressing cases of detected or reported trademark misuses by their clients.

**6.1** Any use of the FSC logo that can deceive the addressee of the information (technical, trading, promotional, etc.) is considered to be improper.

In particular the use of logo is considered to be improper when the FSC logo or certifications:

- have not yet been issued,
- have been withdrawn or suspended,
- are used or promoted outside their respective application fields,
- have been lost as rights by the Organisation,
- have been promoted in a way that they can be wrongly interpreted,
- have been modified as regards to the regulations provided in the standard of reference and without FSC explicit consent.

Any possible confusion between on-product and off-product use of FSC logo shall be avoided.

Certiquality has the right to use information which is brought to its attention, to follow up on misuses of the FSC trademarks and of the intellectual property rights

held by FSC.

Having ascertained the improper use of the Certification and/or logos, the Institute shall take all measures to prevent its continuation and safeguard its own interests.

FSC reserves the right to suspend or revoke permission to use marks and logos in the event said use does not comply to the requirements outlined in the present standard.

## 7. CERTIFIED ORGANISATION SURVEILLANCE

The conditions necessary for a certificate holder to maintain a certificate shall include that the certificate holder complies and continues to comply with all the conditions for maintaining and re-issuing of the certificate stated in this document and in the FSC applicable standard; including but not limited to the full implementation of any actions required to correct minor non-conformances that were identified prior to the issue of the certificate.

Surveillance audits are carried out at least once per calendar year and not later than fifteen (15) months after the last audit

There are at least 4 surveillance audits during the validity period of the certificate, as agreed by the Technical Commission.

Surveillance evaluations may be more frequent depending on factors such as:

- a) the complexity of the chain of custody control system;
- b) the scale of the operation (e.g. the quantity of production in the case of a manufacturer, or the value and/or volume turnover in the case of a trader);
- c) results of risk assessment in the case of group certification;
- d) the experience and track record of the operators involved (managers and personnel, contractors);
- e) the number and nature of any nonconformities identified by Certiquality;
- f) the number and nature of any complaints submitted by stakeholders.

The resolutions of the Technical Commission are in any case promptly communicated to the Organisation by the Institute.

The month stated in the written communication is the deadline by which the surveillance audit has to be carried out and has to be respected by the certified Organisations.

FSC and ASI reserves the right to request to increase the audit frequency on the basis of the results of the evaluation of risks related to specific products or production areas.

Certiquality can maintain the FSC certification only if the Organisation fulfils the following requirements:

- a) conformity with all the Certiquality and FSC's requirements regarding claims, logos, certification marks or trademarks and in general with all the Certiquality conditions for maintaining certification,
- b) corrections any nonconformities with applicable FSC normative document(s) within the maximum timeline specified in par. 5.2.3,
- c) payment in a timely manner of all specified fees and cost related to the certification,
- d) a valid version of the 'License Agreement for the FSC Certification Scheme', where the right to use the FSC trademarks is not suspended.

The Team leader contacts the Organisation in order to agree upon an audit date and plan.

During the audits, Institute auditors must be allowed to verify that the conditions that have lead to the issue of the Certification have not changed, and in particular that there has been no change in the conditions that impact on the chain of custody system's ability to fulfil the necessary aims, in conformity with the reference standard.

The occurrence of five or more major non-conformities in a surveillance evaluation shall be considered as a breakdown of the Organization's Chain of Custody system and the certificate shall be suspended immediately.

In exceptional cases and only once during the five year period, the Organization may request for a postponement of the planned annual audit.

The request for postponement must be submitted in writing and reasons for such a request shall be given. Certiquality reserves the right to evaluate the reasons for the request on a case-by-case basis. In any case, the maximum time between an audit and the next can not exceed 15 months with the limit that an audit must be carried out for each calendar year.

This period shall be recuperated the following year when the periodicity of the maintenance audit is reinstated to the original deadline.

**7.1** If necessary, the Institute may decide to perform extraordinary unscheduled surveillance audits, with a minimum of two days' notice, for example: to assess the accurate management of complaints received by the Institute; to assess the impact of organisational changes; in the event of requests made by Accreditation bodies (in this case, said bodies may take part in the audit). In these cases, the Organisation cannot ask to replace the Institute auditors.

The cost of unscheduled audits shall have to be paid by the Organisation, both in the case of refusal to receive the auditors and in the case of "non conformity".

**7.2** Postponement of annual audit due to lack of FSC orders

In the event that the Organization have not produced,



labelled or sold any FSC certified material and have not sourced controlled material or sold any FSC controlled wood since the previous audit, the surveillance audit may be waived. The Organization shall sign and send a declaration stating that no material has been produced, labelled or sold as FSC-certified since the last audit.

The declaration shall contain a commitment by the Organization to contact Certiquality as soon as they wish to produce, label or sell material as FSC-certified; source controlled material or sell FSC Controlled Wood and a commitment to maintain their Chain of Custody system during the period in question. Certiquality shall audit The Organization no later than three (3) months after the restart of the activities.

At the next surveillance evaluation Certiquality shall review all records back to the previous annual surveillance evaluation to ensure that the Chain of Custody system has been maintained and that no material has been produced, labelled or sold as FSC-certified, sourced as controlled material or sold as FSC Controlled Wood in accordance with the waiver declaration.

However is not allowed to waive more than two (2) consecutive surveillance evaluations.

The decision to waive a surveillance evaluation on the grounds described above is at the discretion of Certiquality that may require a surveillance evaluation to be carried out if this is considered necessary to ensure confidence in the certificate.

### **7.3 TRANSACTION VERIFICATION**

Certiquality shall cooperate and support ASI's transaction verification activities by collecting, analyzing, and sharing relevant information related to FSC transactions in a timely manner (i.e. by providing a response as soon as possible).

The company involved in the transaction verification is required to collaborate with Certiquality and provide the required documentation within the established times.

In order to support the monitoring and control of false claims in the system, the certification body shall register the following information in the FSC database of certificates (as non-public information):

- a) organizations that reported no FSC sales since the previous evaluation;
- b) non-conformities, suspensions, terminations, and removal of participating sites due to false claims and/or fraud made by organizations;
- c) recommendation of organizations that should be investigated by ASI and the justification (e.g. evidence suggests that records are being hidden from the certification body, complaints received about the organization, potential volume mismatches between the organization and its trading partners).

## **8. CERTIFICATION VALIDITY**

The Institute carries out surveillance audits with a frequency of at least once a year. Audits consist of a full review of the Management System to verify its continued compliance with the certified requirements. The certificate issued indicates the five-year date of expiry, the reference standards and the types of products for which it was issued.

The detailed list of products is available at the Institute and at the certified Organisation and must be constantly updated by the Organisation and communicated to Certiquality.

Certification is issued to the Organisation on the basis of the standard, and only for products and activities certified and the operative units mentioned in the Certificate. Organisations wishing to extend the scope shall send a request to the Institute that will start the appropriate extension procedure.

### **8.1 Extension of the Certification and reduction**

Extension of the Certification may be requested for:

- extension to new activities in the same site, that are similar to, or supplement, those which have previously been certified;
- inclusion of new products in the production,
- extension to new sites with activities that are similar to, or supplement, those that have previously been certified if this requires significant changes to the group certification holder's management systems.

A change of scope may be necessary also as a result of changes in ownership, structure of the organization, or management systems.

The reduction of the certification may take place as a result of partial termination of activity, product line, branch, deposit, production site.

The Organization that has already been certified and that finds itself in one of the aforesaid situations, shall compile the form for request of Certification/Extension/Reduction/Modification and forward it to the Institute.

Once the Technical Commission has passed a positive resolution an updated certificate shall be issued. The new certificate replaces the previous and it shall also have a new issue date. The resolution of extension or reduction never modify the expiry date of the certificate.

A different kind of extension is the extension of period of certificate validity described on par. 9.1.

### **8.2 Update of the certificate data**

The company must notify to Certiquality within 10 days, any changes related to identification and organizational data or ownership, changes in corporate structure or slight changes in the description and editorial aspects of the subject of Certification: this may allow the maintenance of Certification with issue of a new certificate.

According to the evaluation of such changes, the Institute reserves the faculty to request further

documentation or perform further audits on site, in order to verify that the changes do not affect the conformity of the certified Management System. Changes to the certification scope can never lead to the delay of the certification validity beyond the fixed date of expiry.

## **9. CERTIFICATION RENEWAL**

CERTIQUALITY/FSC Certification has a five-year validity from the date of issue and can be renewed. At the end of the five-year period, the certification renewal can be performed after a full review which has to be carried out within the certification date of expiry. This review is similar to the certification audit. The certification maintenance is subject to the application of the provisions set forth in section 17 of these Regulations.

9.1 The specified period of validity of certification may be extended for a single exceptional extension of up to six (6) months in order to permit re-evaluation to be completed, when justified by circumstances beyond the control of the Certiquality and their client. Justifiable circumstances for an extension exclude problems in planning or scheduling an audit per se. Certiquality will record such circumstances and update the entry in the FSC certification database (info.fsc.org). Clause 9.1 does not apply in the context of chain of custody project certification.

## **10. LIABILITY**

The Organisation undertakes to guarantee the completeness and truthfulness of the documents and information made available to the Institute's appointed auditors.

Certiquality is expressly exonerated from all liability in the event of lacking or incomplete transmission of data or data that does not correspond to the company's actual situation.

CERTIQUALITY has the responsibility to verify that the Organisation's Management System is able to effectively manage its compliance with laws and compulsory regulations in relation to the products provided, despite the fact that it does not assume any direct responsibility regarding the adequacy of the technical choices adopted for such reasons by the Organisation which remains the only liable party or regarding the ascertainment of compliance with legal requisites.

The CERTIQUALITY Certification of a Management System does not relieve the Organization from the legal obligations originating from the supply of products, processes and services nor from the Organization's contractual obligations with its customers, with the exception of any Institute responsibility or guarantee obligation.

More specifically, the parties agree that the Institute shall not be responsible for defects of products,

processes and services supplied by the Organization to third parties; in the cases referred to Decree no.206 dated 6/09/2005 (Consumer Code) and in Directive EEC 85/374, disciplining the liability for damages caused by defective products; nor for systemic or occasional behaviour of the Organization in violation of laws and/or Regulations.

The Institute shall not be liable for inadequacies or damages of any kind originating from the Organization's activity or by its products, processes or services.

## **11. AMENDMENTS TO THE STANDARDS AND/OR TO THE CONDITIONS FOR THE CERTIFICATION ISSUE**

Certification requirements may change as a result of:  
-amendments to FSC reference standards.  
-amendments to the conditions for the Certification issuing by the institute.

In both cases, the Institute inform the certificate holders within thirty (30) calendar days that such changes are approved by the approval body.

If not provided by the FSC documents, the Institute shall define the date on which the new changes come into force, along with a reasonable interval of time to allow Organisations to comply with the new provisions.

The Institute reserves the right to verify the compliance of the Organisation's chain of custody System with the new provisions of the standards.

All audit costs are at the certified Organisation's expense.

Organisations that do not intend to upgrade their Management System to ensure compliance with the changes to reference standards or to the conditions for the Certification issue, may waive their Certification by giving notice thereof to the Institute in accordance with the procedures set forth in Section 15 of these Regulations.

**11.1** Organisations certified upon standards prior to the effective date of approval of a new or revised applicable FSC normative document shall be audited against the requirements of the new or revised document in accordance with the applicable transition requirements.

**11.2** In the event of reduction, suspension or withdrawal of the FSC accreditation, certified Organisations are notified by Certiquality within 30 days. Organisations certified have to seek a new CB within six (6) months to keep their certification valid, as applicable. Otherwise, six (6) months after the date of reduction, suspension or withdrawal of the scope of FSC accreditation, the client certificate will be suspended.

## **12. RIGHTS AND DUTIES OF THE CERTIFIED ORGANISATION**

**12.1** The certified Organisation has the right to advertise the attainment of the Certification, provided that this occurs in compliance with provisions set forth in these regulations and in FSC documents.

**12.2** Before the Certification issue, the requesting Organisation cannot make any declaration regarding the conformity with the FSC requirements of the scope included in the certification scope.

**12.3** Certified Organisations must undertake:

- to keep its chain of custody System, included the labelling system and the use of the FSC logo, in conformity with the requirements of the FSC standards and of these regulations;
- to accept, at their own expenses, at the required intervals the evaluation audits necessary to maintain the validity of the Certification issued; including the Certiquality's right to carry out unannounced or short notice audits (ref. par. 7.1);
- not to use their certification in such a way as to damage the reputation of the Institute and/or of the certification system, thus compromising the public's trust;
- to record all customers' and/or stakeholders' complaint relating to the products that are subject of the FSC certification and the related corrective and preventive actions undertaken and make them available to the Institute and its auditors during audits;
- to promptly inform the Institute by fax/e-mail, and subsequently by registered letter of any report notified by the public, public Authorities and/or other stakeholders, relating to discomforts or damages due to breach or violation of laws and provisions;
- to allow the Institute's auditors and any ASI representative to access its facilities, assisting them during the audits; if the Organisation refuse to admit Institute or ASI auditors, the Institute may refuse to issue the certificate, or alternatively suspend or revoke Certification;
- to accept the witness audits that ASI carried out to evaluate the Certiquality auditor and the participation of ASI representative as observer (FSC PRO 01 017);
- to accept, that specified information is published, as indicated in the applicable FSC normative documents ( par. 4.6);
- to implement the actions required to correct the reported deviations;
- to cease exhibiting or making any other use of the Certification documents and of the FSC symbols and logos immediately after the expiry, suspension, withdrawal, waiver and consequent withdrawal of the Certification; in the event of the object of the certification being reduced, all the relevant documents must be amended accordingly;
- to take upon itself all expenses deriving from the certification procedure, even if the certification is not issued, and its maintenance;
- to agree, that a complaint is first handled according to the Certiquality's dispute resolution procedure and if not resolved referred to ASI and ultimately to FSC,

in case of disagreement with audit findings related to FSC normative documents;

- to not use its certification in such a manner as to bring the Certiquality, FSC or ASI into disrepute and not make any statement regarding its certification that may be considered misleading or unauthorized.

**12.4** FSC reserves the right to ask for a copy of the evaluation report translated in English or in another FSC official language.

### **13. CERTIFICATION SUSPENSION**

Failure to correct issues and deviations within the agreed term shall entitle the Institute to suspend the Certification.

Examples of such severe deficiencies include the following cases:

- when the result of surveillance audit is five or more major non-conformities. This situation shall be considered as a breakdown of the Organization's Chain of Custody system and the certificate shall be suspended immediately;
- when surveillance reports non-conformities with relevant requisites, which does not imply an immediate revocation;
- when the Organisation does not submit the evidence relating to major non-conformities issued during audit within the prescribed timeframes; In this case, absence of a valid Licence Agreement shall be considered as a major non conformity;
- when the Organisation refuses to undergo periodical audit in accordance with the provisions set forth in Section 7;
- when the Organisation refuses to undergo additional or supplementary audits;
- when the Organisation refuses to cooperate in case of Transaction Verification or refuses to share relevant information or documents related to FSC transactions in a timely manner;
- when the Organisation fails to notify the Institute of significant amendments to its chain of custody System and/or organisation;
- when the improper use of the Certification, symbols and logos is not corrected in a manner deemed satisfactory by the Institute;
- in the event of any other failure to comply with the provisions of the FSC Standards, of these Regulations or the procedures of the Institute;
- when Public Authority orders prejudice the implementation of the chain of custody System;
- if the Organisation fails to notify the Institute as set forth in section 4.9;
- if payments related to activities already completed have not been settled; if the Organisation is in default more than once in the same five-year programme, Certification shall be withdrawn;
- if problematic circumstances exist due to the Organisation's responsibility that may negatively affect the chain of custody System.

Certification is suspended also if the Organisation

interrupts the production of product/processes/services for which the Certification has been issued. In this case the suspension of the activity must be notified by the Organisation to the Institute.

The Organisation shall be notified by the Institute of the Certification suspension by registered letter with return receipt, indicating the start date of validity, the duration, the prohibition to promote advertising activities, and the conditions for withdrawing the suspension.

The maximum duration of suspension is twelve (12) months (or in exceptional cases up to eighteen (18) months, and after this period, the certification will be withdrawn.

The Organisation shall notify the suspension to any interested customer within 3 working days and keep proof of said notification.

During the period of suspension, the Organisation cannot in any case and for any reason use the FSC Certification, logo and reference to Certification and cannot sell any products previously labelled.

The Institute will update the certification status in the FSC certification database together with the effective date and reason of suspension within three (3) days of the suspension.

The certified Organisation shall be responsible for undertaking prompt and adequate actions to correct any failure to comply with the Institute's provisions and for providing the Institute with formal written notification of the proposed or implemented corrective actions.

Suspension shall only be withdrawn when the Institute has ascertained that satisfactory actions have been taken to ensure compliance with the certified requirements, or when all major nonconformities have been corrected.

In cases of certification has been suspended for more than twelve (12) months, a surveillance audit has been conducted.

Failure to remove the causes that have led to the suspension within the agreed deadline shall result in the submission of the certification withdrawal to the Technical Commission's resolution.

All costs for the audits, registrations and controls are at the certified Organisation expenses only.

During the period of suspension the Organisation has the obligation to pay the fee for the Certification Registration and surveillance as set forth in the contact.

#### **14. CERTIFICATION WITHDRAWAL**

The Organisation's chain of custody System Certification may be revoked and, consequently, cancelled and withdrawn by the Institute's Technical Commission as a result of:

- failure to remove the causes that have led to the

suspension of the Certification within the deadline defined by the Institute;

- when the cases indicated in Section 13 are of such a severe nature as to warrant immediate withdrawal;

- persistence of default beyond one month from receipt of the Administrative suspension sent by the Institute by registered mail;

- breach of laws and or legally binding regulations regarding the products object of certification;

- failure to fulfil or inadequacy of the actions undertaken by the Organisation to avoid improper or unauthorized uses of the Certiquality/FSC Certification, logos, trademarks and any declaration or advertising messages connected to the certification.

The decision to withdraw the chain of custody System's Certification shall be notified by the Institute by registered letter with return receipt.

**14.1** Following revocation, the Organisation undertakes to:

a) return or destroy the original CERTIQUALITY/FSC certificate and not to use any copies or reproductions thereof.

b) remove from products and technical documents, included the letterhead and any kind of advertising and informative material, any reference to, logo or sign related to FSC Certification. The company cannot sell any products previously labelled.

c) notify customers providing the related documents within 3 working days upon notification of the revocation.

In addition, the Organisation shall cooperate with Certiquality and FSC to demonstrate that the conditions outlined in the previous points have been fulfilled.

**14.2** Moreover, the Institute shall:

a) update the certification status in the FSC certification database together with the effective date and reason of withdrawal within three (3) days of the withdrawal;

b) withdraw the Certificate.

Certiquality will accept a new application only after acquiring evidence of the fact that the Organisation has implemented the measures that the Institute deems appropriate to prevent the reoccurrence of the conditions that led to the revocation of the initial Certification.

The withdrawal of the Certification shall not entitle the Organisation to reimbursement of any kind and entails payment of a penalty, as set forth in Section 17.1.

#### **15. WAIVER TO THE CERTIFICATION**

The Organisation may waive its Management System Certification:

a) at the end of the five-year period, by providing formal notice of its intention at least 3 months in

advance;

b) in the event of amendment of the reference standards, as set forth in Section 11 of these Regulations;

c) in the event it disagrees with the reviews of these Regulations;

d) in the event it disagrees with the amendments of the financial terms defined by the Institute or by FSC.

e) in the event of: cessation of activity or transfer of the Company branch (to which the Certification of the chain of custody System refers) to a different juridical subject, legal provisions, bankruptcy or winding up of the Organisation.

If the waiver originates from the transfer to a different juridical subject, the Contract shall continue to be valid until the end of the five-year period, subject to verification by the Institute of the maintenance of all the conditions that led to certification issue.

In cases b), c) and d), notification shall be sent by the Organisation within 1 month from the date on which the Institute has notified the amendments.

In cases b), c), d) and e), the waiver shall become effective from the date on which the Institute gives notification of its acknowledgement of the waiver, with contextual termination of certification validity.

In the event of waiver, the Organisation shall comply with the obligations set forth in Section 14.1.

In the event of waiver, the Institute shall comply with the obligations set forth in Sections 14.2.

In the event of waiver for reasons other than those listed above, the Organisation shall pay a penalty, as set forth in Section 17.1.

## 16. CONFIDENTIALITY

All records (documentation, letters and communications) relating to the activities connected with the Certification of the requesting Organisation's chain of custody System shall be regarded confidential and made available only in accordance with the provisions of the agreed internal procedure.

All collaborators of the Institute who come into possession, while performing their work, with the aforementioned documents shall be obliged not to divulge them.

Access to and consultation of certification-related documents is reserved to those Institute functions, involved in the certification course, to the certified Organisation and to the accreditation and control Bodies.

If information relating to the Organisation must be disclosed under legal obligations, the Institute shall give notification thereof to the Organisation.

Except from these cases, CERTIQUALITY will not disclose information on certified Organisations without the authorisation of same.

The Institute in any case operates in full respect of the provisions set forth the current legislation for

processing of personal data.

FSC and ASI has the right to access to all records of the certified Organisation.

Information about the client that is not publicly available and is obtained from sources other than the client (e.g. from a complainant) will be treated as confidential, unless the source of information and the client give written consent to disclose it.

## 17. FINANCIAL CONDITIONS

The certification offers prepared by the Institute are based on the financial principles and criteria defined by the Board of Directors. Contracts have a five-year validity and rules for the renewal are defined in the specific contract signed by the parties.

As provided by Sections 14 and 15 of these Regulations, should the certificate be waiver or withdrawn, the Organisation shall pay to the Institute, for the early termination of the practice, a compensation equal to 20% of the total contract price for the three-year term, provided, however, that such penalty shall be no less than 500 euros and no greater than 5000 euros.

All requests relating to the amendment of the audit schedule, made by the Organisation, may entail the payment of a supplementary fee, which shall be defined in accordance with the higher expenses incurred.

If the request is made in the 5 working days prior to the agreed date, the Institute reserves the right to charge a sum equal to 50% of the sum envisaged for the audit.

**17.1** Within the period of validity of the certification Certiquality reserves the right to update the certification fees.

In any case before the contract expires there is a specific review of activities aimed to confirm the validity of the information and conditions regarding certification. The Institute and the company agree to the provisions of par. 11.

**17.1.1** The Organisation undertakes to pay the annual administration fees for the Certification maintenance, according to FSC rules ( FSC POL 20 005) .

FSC reserves the right to update the certification fees.

The Institute and the company agree to the provisions of par. 11.

### 17.2 Terms of payment

Fees for the activities carried out in connection with the Certification registration and maintenance shall be paid to the Institute according to the instructions provided on the invoices issued from time to time.

Failure to comply with the aforementioned obligations shall entitle the Institute to apply the provisions set forth in Sections 8 and 9 of these Regulations.

## **18. APPEALS**

The Organisation may appeal against the Institute's decision of withdrawn the Certification, explaining the reasons for its disagreement to the Institute's Council, within 30 days from the receipt of the related notification.

The Council shall be convened to examine the appeal and express its opinion within 3 months from the date of receipt.

Expenses shall be paid by the losing party.

If it is not possible to reach a solution to the appeal, once the entire procedure has ended, the Organisation or the other parties may apply to the FSC secretary's office.

### **18.1 COMPLAINTS**

The certified company or an interested party has the opportunity to send a complaint or an appeal to Certiquality srl using the format in the web page "Reports and Complaints" on the [www.certiquality.it](http://www.certiquality.it) site or by sending an email to [reclami@certiquality.it](mailto:reclami@certiquality.it), the report must include a clear description of the complaint or appeal, the evidence in support of the reporting and references.

All necessary information is available on the Certiquality web site on the FSC page.

Ceriquality will provide an initial response including an outline of the proposed course of action to follow up the complaint or appeal within 2 weeks of receiving or appeal.

Within three (3) months of receiving the complaint or appeal Certiquality investigates the allegations and informs about all its proposed actions in conclusion to the complaint or appeal.

A complainant has the opportunity to refer their complaint to ASI, if the issue has not been resolved through the full implementation of the Certiquality's procedures, or if the complainant disagrees with the conclusions reached by the Certiquality and/ or is dissatisfied by the way the Certiquality handled the complaint.

## **19. DISPUTES**

The only competent court for disputes relating to the application or interpretation of these Regulations shall be the Court of Milan.