



Swiss Association
for Quality and Management
Systems (SQS)

Product rules

FSC® Chain of Custody Certification



MEMBER OF



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*«Quality is
what makes
life attractive.»*

Silvio Leonardi, SQS Training and Environment Manager

1. Introduction

SQS establishes the terms, conditions, rights and obligations in connection with its services (namely auditing, assessment, certification and training) in its Regulations for SQS services and certification marks.

In the present Product Rules, SQS regulates the specific procedures and the conditions for obtaining and maintaining the FSC Chain of Custody Certification. The Product Rules apply alongside the Regulations for SQS services and certification marks.

2. Aims and functions of SQS

The present product specific rules apply in addition to the general SQS regulations.

2.1 Mission

With auditing, assessment, certification and training, SQS makes an important contribution to our customers' sustainable success.

For SQS, customer orientation means anticipating customer expectations in order to develop and maintain a service tailored to market needs in both voluntary and regulated sectors. Improving the longterm success of its customers by means of auditing oriented towards added value is its central focus. SQS offers comprehensive services from a single source and aims for longterm customer relationships.

2.2 Maintaining impartiality and independence of SQS

The organizational structure of SQS ensures its strict independence. To maintain its impartiality, SQS does not carry out any consultancy work.

3. The Forest Stewardship Council (FSC)

3.1 Mission

The FSC's mission is to promote environmentally appropriate, socially beneficial, and economically viable management of the world's forests.

(Source: <https://ic.fsc.org/en/what-is-fsc/fsc-global-strategic-plan-2015-2020>, latest version should be checked from this source)

3.1.1 Introduction

The Forest Stewardship Council A.C. is a non-governmental, non-profit, multi-stakeholder organization, dedicated to the promotion of responsible forest management worldwide. It was founded in October 1993 by a group of representatives of environmental organizations, private sector actors from the timber and forestry industry, organizations of indigenous peoples and certification bodies from different countries.

FSC is a membership organization with the General Assembly of FSC members as the paramount authority of the organization. The General Assembly is structured in three chambers: environmental, economic and social. It meets every two to three years. Each chamber holds a third of the overall votes. The voting power in each chamber is additionally subdivided so that the interests of the South and of the North are represented equally.

Further information see www.fsc.org.

3.1.2 Activities

- FSC develops and promotes the FSC Principles and Criteria for forest management
- FSC supports and develops local FSC standards
- Assurance Services International (ASI) evaluates, accredits and periodically assesses the certification bodies

- FSC provides training and information
- FSC promotes the identification of products from FSC-certified forests with its registered Trademarks

3.1.3 FSC Principles and Criteria

The FSC Principles and Criteria comprise a set of ten principles of forest management and their associated criteria. They form a generic framework for the FSC forest management certification scheme applicable to all types of forests in all countries. The aim of this approach is to guarantee consistency among forest certificates while leaving space for regional and local adaption of requirements. Thus, FSC Principles and Criteria for forest management do not constitute an actual FSC standard. They need more detailed interpretation and translation into indicators in order to be applicable at the forest management unit level.

3.1.4 National and regional working groups

FSC supports the emergence of national and regional working groups (list at www.fsc.org) which promote that certification is broken down to a realistic and locally adapted level of forest management. One of the most important functions of these national and regional working groups is the development of national FSC standards which comply with the FSC Principles and Criteria and are compatible with local economic, social and environmental conditions. The development of these standards must be accompanied by an open, consensus-oriented and participatory process which involves interested groups through a public consultation process.

3.1.5 Accreditation

Accreditation is the process by which an independent third party confirms the competence and independence of an organization. The role of accreditation is to reliably ensure that the certification body competently and independently conducts its certification activity. The responsible body for FSC accreditation is Assurance Services International (ASI).

FSC does not certify any forest products. This is the task of certification bodies such as SQS. ASI regularly assess the compliance of certification bodies.

ASI accredits certification bodies for different functions:

- For the independent assessment of forest management in accordance with environmental, social and economic criteria and subject to compliance with the FSC Principles and Criteria for forest management («Forest Management» or FM).
- For certification of the chain of custody of certified forest products along the supply chain from forest via processing to the end consumer («Chain of Custody» or COC).
- FSC-accredited certification is a voluntary, market-driven, objective and independent process. The aim of the FSC accreditation programme is to guarantee the highest possible level of credibility and integrity of certified organizations. Forests and forest products which have been certified by an accredited certification body can be marketed with the FSC Trademarks.
- SQS will inform the client within thirty (30) days after the reduction, suspension or withdrawal of the scope of FSC accreditation that the accreditation has been reduced, suspended or withdrawn. SQS shall inform the client that they have to seek a new FSC-accredited certification body within six (6) months to keep their certificate valid.

3.1.6 FSC information

All official FSC documents are available in English and Spanish. Information can be found on the Internet at www.fsc.org. The French, German and Italian national working groups frequently publish translations of the most relevant documents.

«I do not know whether it is better when it becomes different. But it must become different for it to become better.»

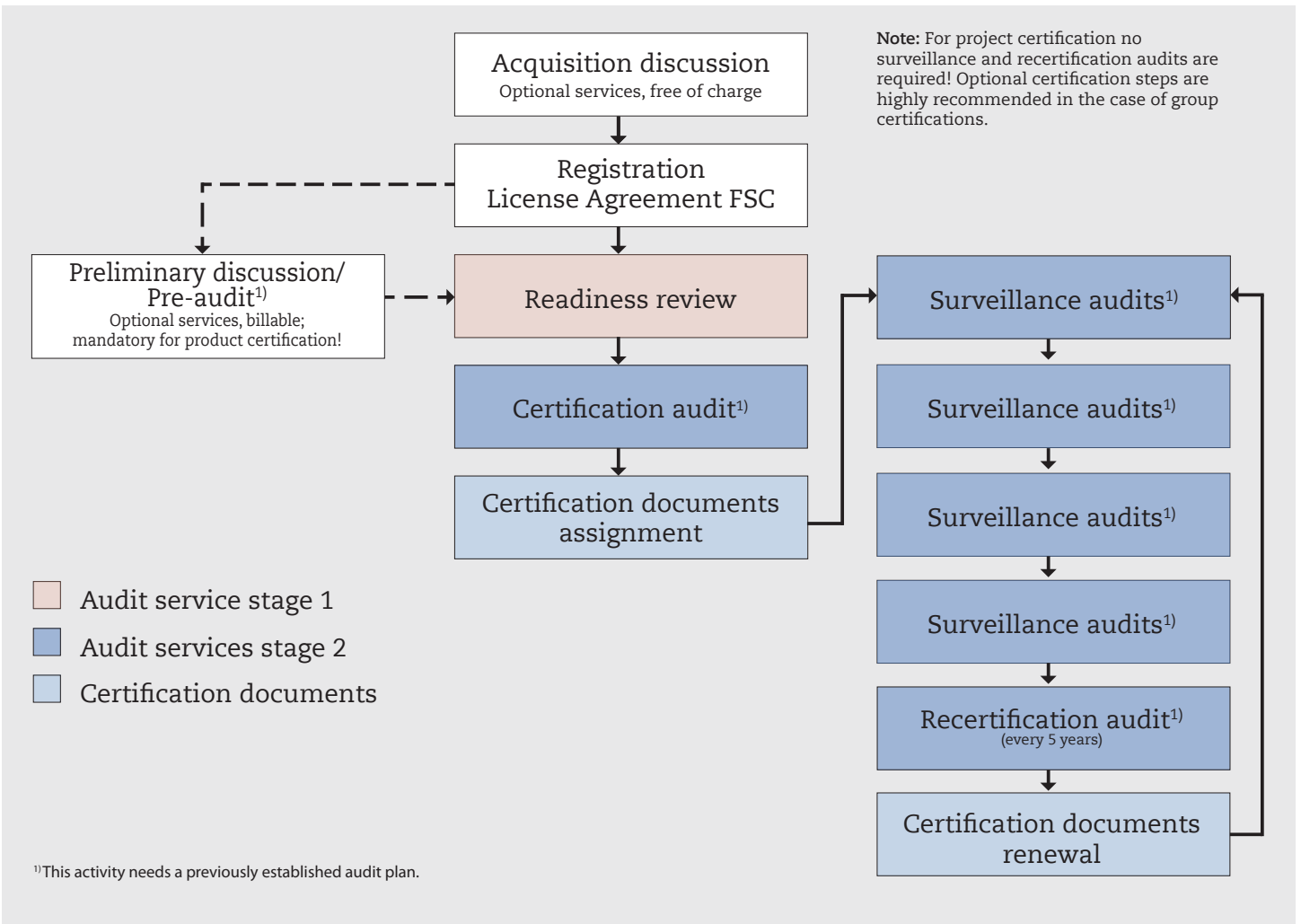
Georg Christoph Lichtenberg, German naturalist and writer

4. FSC certification procedure

SQS conducts, subject to charges, various types of audits and services on behalf of its customers. The FSC certification process consists of the following optional and mandatory review and certification steps: information meetings, preliminary organizational discussions, pre-audits (regarding the interpretation of standards and interim assessment), certification audits, post-audits, recertification audits and surveillance audits.

SQS can deny certification to a client when fundamental/demonstrated reasons exist, such as illegal activities, history of repeated non conformities with the certification requirements and similar issues. The certification procedure is illustrated in the figure below:

The certification procedure



5. The SQS/FSC certification document

5.1 Requirements for awarding and maintaining certification

5.1.1 Prerequisites and obligations for the issue of a certificate

As a basic condition to issue (or re-issue) an FSC certificate, the certification agreement between SQS as the certification body and the client requires the client to:

- Regarding the rights and duties of the client
- a) conform with all applicable certification requirements;
- b) conform with any conditions set by SQS for granting or maintaining certification;
- c) disclose current or previous application or certification with FSC and/or other forestry certification schemes in the last five years;
- d) agree to the conduct of evaluations at the required intervals, including SQS's right to carry out unannounced or short notice audits;
- e) agree to witness audits of ASI;
- f) agree, that specified information is published, as indicated in the applicable FSC normative documents;
- g) consider the participation of observers
- h) agree, that a complaint is first handled according to the SQS'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;
- i) making claims regarding certification consistent with the scope of certification and not making any claims of conformity (or near conformity) with FSC certification requirements until and unless certification is granted;
- j) not use its certification in such a manner as to bring the certification body, FSC or ASI into disrepute and not make any statement regarding its certification that may be considered misleading or unauthorized;
- k) keep a record of all complaints made known to it relating to conformity with certification requirements and make these records available to SQS when requested, and:
 - i. take appropriate action with respect to such complaints and any deficiencies found in products that affect conformity with FSC certification requirements;
 - ii. document the actions taken.
- l) inform SQS within ten (10) days of changes in the ownership, structure of the organization (e.g. changes in key managerial staff), certified management systems or circumstances which relate to the implementation of FSC certification requirements;
- m) agree, that in case of reduction, suspension or withdrawal of the scope of certification body's FSC accreditation, the certification of the affected clients will be suspended within six (6) months after the date of reduction, suspension or withdrawal of the respective scope of FSC accreditation;
 - Regarding the rights of SQS, ASI and FSC
- n) agree, that the certification body has the right to delay or postpone its decision on certification, in order to take account of new or additional information which has not already been considered in its audit report and which, in the opinion of the certification body, could affect the outcome of its evaluation;
- o) agree, that SQS shall not be obliged to grant or maintain certification, if activities of the client conflict with the obligations of SQS as specified in its accreditation contract with ASI, or which, in the sole opinion of SQS, reflect badly on the good name of the certification body;
- p) agree, that SQS and FSC have the right to revise the requirements of certification within the period of validity of the certification, including the revision of costs and fees;

- q) agree, that the certification body, FSC and ASI have the right to access confidential information, examine documentation deemed necessary, and access to the relevant equipment, location(s), area(s), personnel, and bodies providing outsourced services to clients;
- r) agree, that the certification body 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;
- s) acknowledge the title of the FSC's intellectual property rights and that FSC retains full ownership of the intellectual property rights and that nothing shall be deemed to constitute a right for the client to use or cause to be used any of the intellectual property rights;
- t) agree, that SQS has the right to suspend and/or withdraw its certification with immediate effect if, in the sole opinion of the certification body, the client is not in conformity with the conditions specified for the maintenance of certification;
 - Regarding general obligations of the client comply with the requirements of all applicable standards and normative FSC documents. That means that all major CARs (corrective action requests) have to be eliminated before a certificate is issued. The review of amendments can take the form of a post-audit or be carried out using documents. In exercising the rights described, the customer must adhere to the rules of fair competition. The customer shall acknowledge that all FSC certification documents are the intellectual property of SQS or of FSC.

5.1.2 Scope

The SQS/FSC certificate can be restricted to specified geographical or product areas, lines of business or subsidiaries of the customer. In any case, the scope needs to be a clearly defined business unit. With the agreement of SQS, the scope can be expanded or reduced at any time (preferably in conjunction with a recertification audit). Where this is done, the conditions for maintaining the FSC certificate must be considered.

In order to expand the scope (to other geographical areas, products and additional standards), a full audit shall be necessary in every case. The corresponding costs must be taken from the schedule of premiums and fees.

5.1.3 Certification Decision

The Committee of Experts issues or denies SQS certificates after reviewing the auditor's recommendation and obtaining approval of the management decision board.

When communicating a negative certification decision SQS will provide the reasons for this decision.

5.1.4 Claims related to an SQS/FSC certificate with regard to the chain of custody

The SQS FSC COC certificate attests to the customer that he is entitled to produce, sell and label FSC-certified products if they meet the requirements detailed in the applicable FSC Standards.

5.2 Period of validity, maintenance and withdrawal

5.2.1 Period of validity of SQS/FSC certificates

SQS/FSC certificates are valid for 5 years. The certificate may be reissued for further periods as the result of a re-evaluation. The specified period of validity of a certificate 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 SQS and their client (problems in planning or scheduling an evaluation are not considered a justifiable circumstance for an extension per se. This clause does not apply in the context of Project Chain of Custody certification). SQS records such circum-

stances and updates the entry in the FSC database of registered certificates (www.info.fsc.org).

Prior to expiration of the term of validity, SQS shall conduct a surveillance audit at least once a year within 12 months after the last audit and, where continuation of the certificate is desired, a full recertification audit. SQS reserves the right to undertake at any time an unannounced surveillance audit.

A recertification audit covering only parts of the scope of the certificate will not maintain the certificate across the full scope. If the SQS/FSC certificate is issued subject to conditions, the period of validity can be reduced to one year.

5.2.2 Conditions for maintaining the FSC certificate

To maintain the FSC certificate, the customer shall:

- continue to comply with all conditions and terms from SQS for maintaining and re-issuing of the certificate, including but not limited to the full implementation of any actions required to correct Corrective Action Requests
- comply with all the SQS's and FSC's requirements regarding claims, logos, certification marks or trademarks; For the use of SQS marks, the regulations for SQS services and warranty marks apply.
- continue to pay all specified fees and costs in a timely manner;
- undergo surveillance as determined by SQS;
- hold a valid «License Agreement for the FSC Certification Scheme», which is not suspended.
- Inform SQS about changes in management and/or resource limitations which could have a relevant impact on maintaining the validity of the certificate.

5.2.3 Withdrawal of the SQS-FSC certificate

The designated members of the Committee of Experts of SQS shall withdraw an issued certificate if this certificate is misused, if requirements which applied at the time of issue or renewal of the certificate are no longer met or if the terms for maintenance of the FSC certificate are not adhered to.

SQS has the right to suspend and/or withdraw its certification with immediate effect if, in the sole opinion of SQS, the client is not in conformity with the conditions specified for the maintenance of certification.

Withdrawal and removal from the list of certificate holders can also occur when deadlines for effective dates of new standards are not met and in cases of insolvency. The withdrawal is done in writing and shall be valid from the time of receipt of the communication.

In case of suspension or withdrawal the client shall:

- immediately cease to make any use of any FSC trademarks, or to sell any products previously labeled or marked using the FSC trademarks, or to make any claims that imply that they conform with the requirements for certification;
- identify all existing certified and uncertified customers, inform those customers of the suspension or withdrawal in writing within three (3) days of the suspension or withdrawal, and maintain records;
- cooperate with the certification body and with FSC in order to allow the certification body or FSC to confirm that these obligations have been met the following additional obligations on withdrawal of certification:
- return the certificate to the certification body or destroy the original, and commit to destroy any electronic copies and printed copies in their possession;
- at its own expense remove all uses of FSC's name, initials, logo, certification mark or trademarks from its products, documents, advertising or marketing materials.

5.3 The FSC Trademarks

The Forest Stewardship Council A.C (FSC) owns the intellectual property rights of registered trademarks. In order to use the FSC trademarks, the organization shall have signed the FSC trademark license agreement. which is not suspended (the absence of a valid «License Agreement for the FSC Certification Scheme» will be treated as a formal major CAR which has to be corrected in a period of maximum four (4) weeks. Failure in closing this major CAR shall lead to the suspension of the certificate).

The latest standard on Trademark-use is mandatory for all FSC certificate holders who are entitled to use the FSC trademarks and sets out how to use the FSC trademarks correctly. The standard covers use of the FSC trademarks on FSC certified products, use for promotion of FSC certified products, and for promotion of the company's status as an FSC certificate holder. This standard forms the basis for evaluation and approval by FSC accredited certification bodies of all certificate holders' FSC trademark use.

Any use of the FSC Trademarks must satisfy the requirements of the applicable FSC-Standard and either be approved by SQS (via fsc@sq.ch) or controlled by an SQS audited internal trademark use management system.

SQS 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.

6. Rights and duties of SQS and FSC

6.1 Confidentiality

SQS shall perform all services to the best of its knowledge and belief using technically proven personnel. All information made available to SQS by the certificate holder or applicant will be treated confidentially except for information that the client makes or is required to make publicly available, that FSC and ASI are entitled to access, or when agreed between the certification body and the client (e.g. for the purpose of responding to complaints).

SQS publishes a list of certificate holders (including company name, certification code, contact information, products), the same information is also published on www.info.fsc.org.

6.2 Disputes and Liabilities

In the event of disputes in connection with the issuing of a certificate, a detailed report shall go to the Supervisory Committee. SQS shall disclaim any further responsibility. In particular, it cannot be held liable if third parties do not recognize the SQS/FSC certificate or do so only partially and do not make the SQS/FSC certificate a basis of their contractual terms. The same shall apply in all cases of claims for damages by third parties (in particular, customers of the certificate holder) for non-fulfilment of their quality expectations or in the event of non-recognition of the SQS/FSC certificate as evidence in product liability disputes. If product liability claims are made against the customer, the latter cannot derive any claims against SQS from the fact of the issuing of the certificate. SQS reserves the right to institute legal proceedings in the event of infringements of the certification requirements.

Prior to publication and filing, SQS presents the audit report to the customer for review. Any amendments must be communicated in writing within five days to the Head Office or to the lead auditor.

6.3 Rights and duties of FSC and ASI

- FSC and ASI shall be the highest body concerning all matters connected with FSC certification. SQS has been accredited by ASI and thereby authorized to issue the various SQS/FSC certificates.
- FSC and ASI shall have access to all confidential information, examine documentation deemed necessary, and access to the relevant equipment, location(s), area(s), personnel, and bodies providing outsourced services to clients
- FSC and ASI have the right to conduct transaction verification
- FSC and ASI shall be entitled to review the operation at any time for the purposes of monitoring SQS and to demand an inspection of all relevant documentation
- FSC and ASI shall be obliged to guarantee the competence and independence of SQS.
- FSC and ASI shall be obliged to treat confidentially all information concerning the customers of SQS.

Up to date Standards and additional documents concerning certification and accreditation from FSC and ASI are available on their websites.

7. Settlement of disputes

7.1 Supervisory Committee

The SQS Supervisory Committee is the paramount decision-making body in disputes regarding the issuing of SQS certificates.

7.2 Responsibility of the Supervisory Committee

The customer/certificate holder shall recognize the Supervisory Committee of SQS as the body for settling and resolving disputes. The appellant shall in this case recognize the current composition of the Supervisory Committee. If the Supervisory Committee cannot settle the dispute, then the conflict shall be passed on to ASI and ultimately to FSC (www.fsc.org). The customer/certificate holder shall recognize the General Assembly of FSC members as the highest body for settling and resolving disputes.

7.3 Appeal procedure

The customer shall be entitled to appeal. The appeal must be sent to the Supervisory Committee within a period of 30 days from the issuing of the decision. The Supervisory Committee shall review the decision. The President of the Supervisory Committee can, for good cause, grant the appeal suspensory effect. The costs of the proceedings shall be borne by the losing party.

8. Conditions

The currently valid conditions for FSC Services, containing the applicable fees and rules, shall apply. Conditions may be subject to change.

Additional documents are available on the following webpages:

- www.sqs.ch
- www.fsc.org
- www.asi-assurance.org

Accreditation No. SQS: FSC-A000527

9. Application

The application for certification shall be submitted to SQS by using the application form.

By the application, the customer acknowledges the full scope of the Rules and the FSC certification standards in its most recent version as an integrated component of the contract.

*«Quality is no
coincidence; it is
the result of hard
thinking.»*

John Ruskin, britischer Schriftsteller





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