**INFORMATION ABOUT THE OUTSOURCING AGREEMENT**

This information must be filled in by the certified organization in order to clarify the outsourcing process. Please send this information and the signed contract (below) to coc@imaflora.org.

|  |  |
| --- | --- |
| **Outsourcing type** | **Rationale of the certified organization** |
| Describe which certified material(s) will be sent to the contractor(s) |  |
| Describe which activity(ies) the contractor(s) will perform |  |
| Check all options applicable to the contractor(s):  Processing/production activity  Storage  Distribution  Logistics  Other:\_\_\_\_\_\_\_\_\_\_ |  |

|  |  |  |
| --- | --- | --- |
| **General questions** | **Answer** | **Rationale**  Describe here the process involved |
| Will all or a wide range of production activities be outsourced?\*\* | Yes  No |  |
| Can the contractor apply the FSC label on the product?\*\* | Yes  No | Check "yes" if the contractor will apply the FSC label on the products. |
| Will the certified organization take physical possession of the material after the outsourcing?\*\* | Yes  No | Check "yes" if after outsourcing, the product returns to the certified organization (you). |
| The outsourcing takes place across national borders. | Yes  No |  |
| Is the contractor exclusive and will only work with the FSC certified organization that is requesting this contract? | Yes  No |  |
| **Questions about the outsourcing** | | |
| Does the outsourcing activity involve manufacture, production or transformation of the certified products?\*\* | Yes  No |  |
| Will the contractor receive materials with different FSC® claims?\*\* | Yes  No | Check "yes" if products with different claims will be sent to the contractor, such as FSC 100%, FSC Mix 70%, FSC Controlled Wood, etc. |
| Will the outsourcing activity be performed on a material where the FSC label has already been permanently applied?\* | Yes  No | Check “yes” if the contractor receives a product labeled with the FSC label (printed materials or heat brand, for example), in a way that the contractor cannot alter or exchange the product. |
| Will the outsourcing activity be performed on a material that is palletized or otherwise maintained as a secure unit that cannot be broken apart during outsourcing?\* | Yes  No | Check "yes" if the product will not be “detached”. |
| **Questions about the management system** | | |
| Will the organization provide documented procedures to the contractor, explaining its responsibilities and how to maintain the traceability of FSC certified materials? | Yes  No | This is a normative requirement (clause 12.5 of the FSC-STD-40-004 V3 standard). If you check “yes”, please send us this procedure. |
| Has the organization carried out or intends to carry out an on-site visit to the contractor? | Yes  ☐ No |  |
| Is the contractor an FSC certified organization that has documented procedures for outsourcing services within the scope of its certificate? \* | Yes  No |  |

\*\*high-risk, \*mitigation

contract for outsourcing of certified materials

# **1) CONTRACTING COMPANY’S DATA (certified company):**

**Term of the agreement:** [Enter agreement expiry date]

**Certified company’s name:** [Enter company’s name]

**Certificate code:** [Enter the certificate code. For example: IMA-COC-000000]

As a company certified by IMAFLORA, Instituto de Manejo e Certificação Florestal e Agrícola, I agree to the following terms:

* All certified material sent for outsourcing shall be clearly identified as certified (with painting, tags, etc.) and on the documentation accompanying the batch (work orders, invoices, etc.);
* The contractor (contracted company) is aware of all its responsibilities concerning the handling of certified materials;
* The CONTRACTING company shall provide documented procedures to those responsible for processing the certified materials in the CONTRACTOR, that ensure that: the material under the contractor’s responsibility shall not be mixed or contaminated with any other material during the outsourced activity; the contractor shall keep records of inputs, outputs and delivery documentation associated with all material covered by the outsourcing agreement; if the contractor applies the FSC label to the product on behalf of the organization, the contractor shall only label the eligible products produced under the outsourcing agreement;
* Annually I must send Imaflora a report of all FSC products sent to outsourcing, detailing the name of the companies contracted for the service, the dates and volumes (sent and received) of materials processed externally.
* The CONTRACTING organization makes available to the CONTRACTOR its policy statement that communicates the company’s principles and practices that encompasses the FSC core labour requirements.

Date: [Enter date]

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: [Enter full name of the company's legal representative]

# **2) CONTRACTOR’S DATA**

**Name of the service provider company**: [Enter contractor’s full name]

**Full address**: [Enter contractor’s address]

**Phone**: [Enter contractor’s phone number]

**Contact person:** [Enter name of the contractor’s responsible]

**E-mail**: [Enter contractor’s email]

**Service provided:** [Clearly detail the service that will be performed. Contracts that are filled out in a generic way or with insufficient information are subject to non-approval by Imaflora]

**Agreement expiry date:** [Enter date]

As a contractor for [Enter name of your certified company], hereafter referred to as CONTRACTING company, I agree to the following terms:

* In this service, I shall use only the certified material sent for processing by the CONTRACTING company, ensuring that no non-certified material is mixed in the process;
* Conform to all certification requirements and the organization’s procedures related to the outsourced activity;
* Comply with the CONTRACTING company's policy statement of the FSC core labour requirements and guarantee:
* The due consideration to the rights and obligations established by national law;
* That there is no use of child labour;
* The elimination of all forms of forced and compulsory labour;
* That there is no discrimination in employment and occupation;
* The respect for freedom of association and the effective right to collective bargaining
* I am aware that this outsourcing agreement does not authorize me to sell certified products or use the FSC trademarks for any purpose (promotional or on products that are out of the scope of this agreement);
* If the outsourcing agreement includes application of the FSC label on the CONTRACTING company's products, I shall only label the eligible products that are produced under this contract;
* I am aware that I am not authorized to outsource the contracted service to another contractor;
* If requested, I will make available to the CONTRACTING company's certifying body all information about the materials sent for processing, such as volumes, inputs documentation, outputs documentation, dates, etc;
* If requested, the CONTRACTOR may be audited by Imaflora;
* If the CONTRACTOR is included in the list of organizations disassociated from FSC, in accordance with the FSC-POL-01-004, and therefore becomes ineligible to provide outsourcing services to FSC-certified organizations, I shall notify the CONTRACTING organization within the period of 10 business days

Date: [Enter date]

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: [Enter full name of the company's legal representative]