

**DISCLAIMER (please remove before using the text)**

**IMPORTANT: Please inform us, as your certification body, in writing about every agreement you conclude, i.e. please send us a copy/scan of the document signed by both sides.**

**The sample text provided here does not represent a guarantee for the compliance with the FSC requirements and can be used on a voluntary basis. It is based on the requirements of the currently valid FSC COC standards. The basis is currently provided by the FSC-STD-40-004 version 3-0. Please observe future updates of the standards and possible changes in the requirements connected therewith.**

*Please formulate the text of this sample document from your own point of view and make your own assessment of conformity with the requirements. Make the necessary adaptations, if there are any – delete, for example, unsuitable points or replace them by your own corresponding explanations. Please do NOT use the GFA header when drawing up the document.*

**It is your responsibility to prepare the documents. No liability or warranty is assumed for possible damage resulting from mistakes, discrepancies or interpretations of this sample with regard to the FSC requirements or the legal regulations. No claim to completeness and correctness can be raised.**

**The yellow parts of the text are to be adapted accordingly.  
Please remove the yellow mark before using the document.**

### **FSC® Outsourcing Agreement in accordance with FSC-STD-40-004 V3.1**

between

Organization

Company XY

Street

ZIP Town

Country

FSC certificate number: XYZ-COC-XXXXXX

FSC license code: FSC-C000000

and

Contractor

Company XY

Street

ZIP Town

Country

The following process will be outsourced: XXX

The following conditions are met:

- a) The organization shall maintain legal ownership of all materials during the outsourcing process. The material provided by the organization does not become the property of the contractor.
- b) Activities are not outsourced to other (third part) companies.
- c) The outsourcing is carried out exclusively according to the instructions of the organization. The applicable certification requirements and all applicable procedures of the organization to the outsourced activities are also complied with by the contractor. The contractor is informed by the organization.
- d) The material under the contractor's responsibility shall not be mixed or contaminated with any other material during the outsourced activity. It is identifiable at any time during the outsourcing process.
- e) The contractor shall keep records of inputs, outputs, and delivery documentation associated with all material covered by the outsourcing agreement.
- f) The contractor will not make any unauthorized use of the FSC trademarks of the organization (e.g. on the contractor's products or website)
- g) 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. The contractor observes that the FSC trademarks meet the regulations for trademark use.
- h) The contractor acknowledges and implements the FSC core labor requirements which are specified in the Annex.
- i) The organization's certification body has the right to audit the contractor if there are any special reasons.
- j) If there is an increased risk for outsourcing (so-called high-risk outsourcing), the contractor will be audited annually by the organizations certification body.
- k) The organization is responsible for checking the incoming documents for compliance with the FSC guidelines.
- l) The organization is responsible for invoicing.
- m) The contractor notifies the organization within the period of 10 business days if the contractor is included in the list of organizations that are disassociated from FSC, in accordance with the FSC-POL-01-004, and therefore subsequently ineligible to provide outsourcing services to FSC-certified organizations.\*

This agreement become effective upon signature and is valid for the duration of the contractual relationship between the two above named parties until revoked.

**Date, Place**

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Signature & Stamp Organization

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Signature & Stamp Contractor

*\* = the FSC® has suspended the use of this sub-point with effect from 08.09.2017 with ADVICE-40-004-16. It is currently unclear whether or not the sub-point will be applied in the future.*

## Annex FSC core labor requirements

### 1. The contractor shall not use child labour.

1.1 The contractor shall not employ workers below the age of 15, or below the minimum age as stated under national, or local laws or regulations, whichever age is higher, except as specified in 1.2.

1.2 In countries where the national law or regulations permit the employment of persons between the ages of 13 to 15 years in light work, such employment should not interfere with schooling nor be harmful to their health or development. Notably, where children are subject to compulsory education laws, they shall work only outside of school hours during normal day-time working hours.

1.3 No person under the age of 18 is employed in hazardous or heavy work except for the purpose of training within approved national laws and regulations.

1.4 The contractor shall prohibit the worst forms of child labour.

### 2 The contractor shall eliminate all forms of forced and compulsory labour.

2.1 Employment relationships are voluntary and based on mutual consent, without the threat of a penalty.

2.2 There is no evidence of any practices indicative of forced or compulsory labour, including, but not limited to, the following:

- physical and sexual violence
- bonded labour
- withholding of wages /including payment of employment fees and or payment of deposit to commence employment
- restriction of mobility/movement
- retention of passport and identity documents
- threats of denunciation to the authorities.

### 3. The contractor shall ensure that there is no discrimination in employment and occupation.

3.1 Employment and occupation practices are non-discriminatory.

### 4. The contractor shall respect freedom of association and the effective right to collective bargaining.

4.1 Workers are able to establish or join worker contractors of their own choosing.

4.2 The contractor respects the full freedom of workers' contractors to draw up their constitutions and rules.

4.3 The contractor respects the rights of workers to engage in lawful activities related to forming, joining or assisting a workers' contractor, or to refrain from doing the same, and will not discriminate or punish workers for exercising these rights.

4.4 The contractor negotiates with lawfully established workers' contractors and/ or duly selected representatives in good faith and with the best efforts to reach a collective bargaining agreement.

4.5 Collective bargaining agreements are implemented where they exist.