



## FSC Supporter Program Agreement: Terms and Conditions

### **1. Scope of the FSC Supporter Program**

1.1 These terms and conditions apply to the FSC Supporter Program provided by Forest Stewardship Council, Asociación Civil, Calle Margarita Maza de Juárez 422, Colonia Centro, Oaxaca, CP 68000, Mexico (hereinafter: '**FSC**').

1.2 The FSC Supporter Program offers an alternative to FSC full-voting membership, allowing organizations and individuals to support and commit to the FSC mission of promoting environmentally appropriate, socially beneficial and economically viable management of the world's forests.

1.3 To pursue its purpose, FSC has developed the so-called '**FSC Certification Scheme**' to enable independent third-party certification of environmentally responsible, socially beneficial and economically viable forest management as a market mechanism allowing producers and consumers to identify and purchase timber and non-timber forest products from well-managed forests.

### **2. Eligibility Requirements for FSC Supporter Program**

2.1 An FSC Supporter is an individual or organization that has signed the '**FSC Supporter Program Agreement**' and has paid the appropriate annual fee. Thus, a valid FSC Supporter has signed the Agreement and has paid the appropriate fee in a timely manner.

2.2 For-profit organizations wishing to sign up to the FSC Supporter Program must have a valid FSC trademark license agreement (hereinafter: '**TLA**') or be working towards FSC certification. This will be verified through a valid TLA or a contract with the certification body / confirmation from the certification body whichever applies. In case that the organization does not hold a valid TLA, but is in the process of FSC certification, it can participate in the FSC Supporter Program under the condition that:

2.2.1. The organization will get certified within a certain period of time, which is one year for Chain-of-Custody (CoC) certification and three years for Forest Management (FM) certification

2.2.2. The organization is automatically terminated as an FSC Supporter after the expiration of the grace period defined in 2.2.1 and it has not provided proof of FSC certification or a valid TLA.



2.2.3. The organization will not promote their status as supporter and we will not publicize or publish on our website a supporter's status until they have a valid trademark license number

### **3. Eligibility requirements for FSC Supporter**

3.1. FSC Supporter shall:

- 3.1.1. inform FSC of any changes in contact details or organizational changes without undue delay after the changes happen;
- 3.1.2. inform FSC of a change of representative, if applicable, without undue delay;
- 3.1.3. pay the agreed Supporter's fee;

3.2. Furthermore, FSC Supporter shall declare that it (individual or on behalf of and in the name of the organization) is not directly or indirectly involved in any of the following unacceptable activities:

- 3.2.1. Illegal logging or the trade in illegal wood or forest products
- 3.2.2. Violation of traditional and human rights in forestry operations
- 3.2.3. Destruction of high conservation values in forestry operations
- 3.2.4. Significant conversion of forests to plantations or non-forest use
- 3.2.5. Introduction of genetically modified organisms in forestry operations
- 3.2.6. Violation of any of the ILO Core Conventions<sup>1</sup>

3.3. Insofar, you agree to read and adhere to the 'Policy for the Association of Organizations with FSC', FSC-POL-01-004 V2, to be found on the FSC website [www.fsc.org/policies.338.htm](http://www.fsc.org/policies.338.htm).

### **4. Termination and Suspension**

4.1. The effective date of the FSC Supporter Program begins on the date in which the first payment is confirmed as received in full by FSC. This is the effective date of the Agreement.

4.2. The participation in the FSC Supporter Program shall be renewed once a year by the FSC Supporter paying the agreed Supporter's fee. Any and all affiliation with FSC will end automatically without notice, if FSC Supporter fails to pay the agreed fee at the latest on the date on which the initial term of your support (12 months after the admission) expires.

<sup>1</sup> As defined in the ILO Declaration on Fundamental Principles and Rights at Work. Note: This clause does not expect companies to act in violation of mandatory national laws and regulations.



4.3. FSC Supporter may terminate its affiliation with FSC anytime by notifying FSC in writing, whether electronically or non-electronically, using the contact details at the bottom of this document. Paid fees are non-refundable under any circumstances.

4.4. FSC may end the participation of a supporter in the program on its own discretion anytime by giving a notice delivered by electronic or regular mail. An important reason for termination may especially assume but is not limited to the following scenarios:

- 4.4.1. you are in non-compliance with these terms and conditions, especially in case you do not pay the agreed fees, and/or,
- 4.4.2. your FSC certification becomes invalid and/or your Trademark License Agreement for the FSC Certification Scheme is suspended or terminated, and/or
- 4.4.3. compliance with the Policy for the Association with FSC is not secured; and/or
- 4.4.4. it is deemed necessary to maintain the credibility, reputation, good name or any other important asset of FSC and its affiliates and/or the FSC Certification Scheme.

4.5. FSC reserves the right to close the FSC Supporter Program and the services at its own discretion at any time. In such a case, you will be notified in a timely manner thereof and your participation ends automatically one (1) week after the notification.

4.6. Supporters that signed-up with FSC International will be offered to switch their host to the local FSC National Office if such local FSC National office exists.

## **5. Intellectual Property**

5.1. All FSC logos, trademarks, trade names and copyright works and other data used in or in conjunction with or otherwise relating to the FSC Supporter Program will remain FSC's sole property.

5.2. FSC's trademarks shall not be used without FSC's explicit written permission. FSC's main and registered trademarks are the initials "FSC", the name "Forest Stewardship Council" and the FSC "check-mark-and-tree" logo. The trademarks are registered and/or protected by copyright.

If you are interested in using our trademarks please contact [trademark@fsc.org](mailto:trademark@fsc.org).

## **6. Privacy Policy and Data Protection**



6.1 FSC respects and protects your privacy and does not share, sell, rent or anyhow disclose your personal information to any Third Party without your agreement, unless it is permitted or required by law or order of a court of competent jurisdiction or government department.

6.2 It is hereby agreed that FSC will collect, process and use Supporter data relevant for the administration of the Supporter Program and may share this data with the FSC Group (consisting of FSC International Center, GmbH, Charles-de-Gaulle-Str. 5, 53113 Bonn, Germany, the FSC Global Development GmbH, Charles-de-Gaulle-Str. 5, 53113 Bonn, Germany, and the ASI - Accreditation Services International GmbH, Friedrich-Ebert-Allee 65, 53113 Bonn, Germany) and the FSC Network (regional offices, national offices and other national representatives, FSC accredited Certification Bodies).

6.3 Furthermore, you agree that the FSC Group and FSC Network may use your contact details for direct marketing purposes, i.e. to promote the FSC Certification Scheme. You may object to such use of the contact data at any time by sending an e-mail to [supporter@fsc.org](mailto:supporter@fsc.org).

## **7. Limitation of Liabilities**

7.1. FSC shall only be liable for damages and/or disadvantages, property damages or financial losses arising out of acts or omissions of its directors, officers, employees or subcontracting parties' which are caused by intent or gross negligence. This shall neither apply in tort for death and/or personal injuries nor for any infringement of cardinal obligations.

## **8. Law & Jurisdiction**

8.1. The place of jurisdiction shall be Mexico City, Mexico, waiving any other jurisdiction to which any party may have a right by reason of their current or future domiciles or for any other reason. Mexican law shall exclusively apply to any disputes arising out of or in connection to the FSC Supporter Program and these terms and conditions.

## **9. Miscellaneous**

9.1. Should one of these provisions be or become invalid or should these terms and conditions contain an omission, then the legal effect of the other provisions shall not thereby be affected. Instead of the invalid provision a valid provision is deemed to have been agreed upon which comes closest to what has been intended commercially. The same applies in case of an omission.



9.2. FSC may modify these terms and conditions at any time and at its own discretion. The Supporter will be informed about any such changes made via email.

## **10. Contact details**

10.1. Contact the FSC Supporter Program Team at [supporter@fsc.org](mailto:supporter@fsc.org)

Responsible for the Supporter Program:

Forest Stewardship Council, Asociación Civil,  
Calle Margarita Maza de Juárez 422, Colonia Centro, Oaxaca, CP 68000, Mexico  
Phone: +52 (0) 951 502 65 33  
Fax: +52 (0) 951 502 65 94

Technical support by:

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