FSC Smallholder Fund 2013
Terms and Conditions and Disclaimer

About the Smallholder Fund
The Smallholder Fund is a non-refundable small grant scheme that supports smallholders worldwide to achieve or to maintain FSC certification.

Eligibility
Applicant smallholders must **either** be 'community producers', **or** meet existing FSC criteria for small forests **or** low-intensity managed forests.

'Community producers' own and manage their land communally, or on behalf of and with the consent of a community.

Applicants must **either** hold a valid FSC certificate **or** present evidence that they are in the process of obtaining certification, in the form of an FSC certification contract signed by both the FSC certification proponent and an FSC accredited certification body.

How to apply
Smallholders can apply for the Smallholder Fund in the first instance by completing an Application for Pre-Selection form and an Applicant Self-Declaration form according to the 2013 schedule for applications. FSC will then select a shortlist of applicants, who will be invited to complete a full application. Full guidelines for application and selection, and the 2013 schedule for applications, can be found on the FSC International website and the FSC Smallholder Portal.

Safeguarding provisions and liabilities
Each applicant Smallholder shall have sole responsibility for complying with any legal obligations incumbent on him/her.

Except in cases of *force majeure*, each applicant Smallholder shall make good any damage sustained by the FSC as a result of the execution or faulty execution of the program.

Applicant Smallholders shall bear sole liability vis-à-vis any third party, including for damage of any kind sustained by them during the duration of the program and thereafter. Each applicant Smallholder agrees to indemnify, defend and hold harmless FSC and its subsidiaries, its National Offices and affiliates, and all officers, directors, employees and agents of the aforesaid entities, from any and all claims and costs, including attorneys' fees, relating to, arising from or in connection with the participation in this program or the receipt or use of any grant. In so doing, each applicant Smallholder releases and indemnifies the aforesaid entities and individuals from liability for injuries or damages of any kind arising from or in connection with the participation in this program or the receipt or use of any grant. In no event shall FSC be liable to an applicant Smallholder for acts or omissions arising out of or related to the program or an applicant's participation in the program.

In no event shall FSC become employer of the subsidized Smallholder who receives FSC funds in connection to the Smallholder Financial Support Program.

Privacy policy and use of personal information
Applicant Smallholders agree that personal data will be collected, processed, stored and otherwise used for the purposes of conducting and administering this program.

Subsidized Smallholders agree that FSC shall have permission to use their name, likenesses and other information about their business and area of business for advertising, publicity and other purposes, in any and all media now or hereafter known, without further notice or compensation,

except where prohibited by law.

Law and jurisdiction
This program shall be governed by its Terms and Conditions and by the laws of Germany. Any dispute arising from or related to this contest, including these Terms and Conditions, shall be subject to the exclusive jurisdiction of the courts of Cologne, Germany