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Annex I. Specific conditions for FSC™ certification 附件 I. FSC 认证的具体条件



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Objective

目的

This document is for the purpose to specify relations and mutual obligations between ESTS and its Client in respect of FSC certification. The following requirements apply to FSC certificate issuance regarding forest management, wood logging, processing, trading or supplying activities conducted by the Client. In case that the Client violates any term provided herein, the Certificate (as defined below) and the certification trademark use right will be suspended or withdrawn by ESTS.

本文件的目的是详细说明 FSC 认证时 ESTS 及其客户之间的关系及双方的义务。以下要求适用于与客户开展的森林管理、木材采伐、加工、买卖或供应活动有关的 FSC 证书的颁发。如客户违反本文内的任何条款，ESTS 将暂停或撤销此认证（定义如下文）及认证商标使用权。

ESTS does not practice any form of discrimination such as hidden discrimination by speeding up or delaying the processing of applications, but ESTS reserves the right not to grant or to withdraw the Certificate to a Client when fundamental/ demonstrated reasons exist, such as illegal activities, history of repeated non-conformities with the certification requirements and similar issues.

ESTS 并不存在任何形式的区别对待，如加快或延迟申请的处理进度等的隐藏区别对待。但如存在任何基本/已证实的理由（如非法活动、多次不遵守认证要求的记录及类似问题），ESTS 保留不授予或撤销客户认证的权利。

FSC® certificate issuance

FSC®证书的颁发

ESTS, upon the approval from its Certification Decision Making Entity, issues a FSC certificate (the “Certificate”) to the Client. This Certificate is identified by a specific registration code. Further to the audits, the Certification Decision Making Entity has the right to decide on the granting, maintaining, renewing, expanding the scope of, reducing the scope of, suspending, reinstating, or withdrawing the certification. At the expiration date of the Certificate, a re-certification audit (Re-Evaluation) may be proceeded in order to review the Client’s activities and allow a certificate renewal.

在认证决策机构审批后，ESTS 将向客户颁发 FSC 证书（以下简称为“证书”）。每个认证书包含一个特定的注册代码。审核后，认证决策机构有权决定授予、保持、更新、暂停、恢复或撤销认证、扩大和缩小认证范围。证书到期后，将进行再认证审核（复评），以复核客户的业务活动并颁发新的认证。

ESTS reserves 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.

ESTS 保留延期或延迟作出认证决定的权利，以将其审核报告中未予以考虑的以及认证机构认为可能影响评估结果的新的附加信息纳入考虑。

In case of damage in the image or in the reputation of the FSC, ESTS reserves the right not to grant or to withdraw the Certificate, with immediate effect, even without FSC official inquiry.

如发生有损 FSC 的形象或声誉的情况，ESTS 保留不授予或直接撤销认证的权利（即使未经 FSC 正式调查）。



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ESTS obligations towards the Client

ESTS 对客户的义务

ESTS undertakes to:

ESTS 保证:

- cite all the necessary information, all applicable standards, normative FSC documents and rules and regulation in its most recent version and shall explain where the Client can obtain the most recent version online in the certification agreement.;

在其认证协议中援引所有最新版本的必要信息、所有适用标准、FSC规范性文件、条例及规则，并注明客户可在线查阅此类最新版本的途径；

- provide the Client with the contact details as well as the name of the contact person regarding the certification;
- 向客户提供合同的详细信息，以及认证负责人的姓名；

- organise and conduct audits as specified through the certification contract;

如认证合同所规定，组织和进行审核；

- require appointed auditors to precede the audits under a confidentiality commitment in regard to the Client's operations and the audits results;

要求指派的审核员在对客户运营业务及审核结果保密的前提下进行审核；

- communicate the full audit reports only to the Certification Decision Making Entity, to the ASI and to the FSC;

只与认证决策机构、ASI 和 FSC 共享完整的审核报告；

- not communicate the certificate number to the Client before a positive certification decision has been taken by the Certification Decision Making Entity;

在认证决策机构给出肯定性的认证决定前，不将认证编号告知客户；

- Make public the documentation required by the FSC (e.g. Complaint & Appeal Resolution Procedure) to be in accordance with the related standards;

根据相关标准，公开 FSC 所要求的文件（如：投诉和申诉处理程序）；

- inform the client in advance of outsourcing activities, in order to provide the Client with an opportunity to object.

提前通知客户外包活动，以便客户有机会拒绝

- inform all affected Clients within thirty (30) calendar days about the change of the FSC certification requirements, or the change of the ESTS certification system which are approved.

在 FSC 认证要求或经审批的 ESTS 认证系统变更后的三十（30）个日历日内通知受影响的客户；

- inform the affected Clients within thirty (30) calendar days after the reduction, suspension or withdrawal of the FSC accreditation scope of ESTS, and the Client have to seek a new FSC-accredited certification body within six (6) months to keep their certificate valid, as applicable.

在 ESTS 的 FSC 认可范围缩小、暂停或撤销的三十（30）个日历日内通知受影响的客户。客户必须于六（6）个月内寻找新的 FSC 认可的认证机构以确保他们的认证继续有效（如适用）；

Client obligations towards ESTS

客户对 ESTS 的义务:

The Client undertakes to:

客户保证:

- enter into and hold a valid 'License Agreement for the FSC Certification Scheme', which is not suspended for the FSC certificate validity period (5 years);



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签订并持有在 FSC 证书有效期内（5 年）未被暂停的有效《FSC 认证计划许可协议》；

- disclose current or previous application or certification with FSC and/or other forestry certification schemes in the last five years;

公开其目前或过去五年内的 FSC 和/或其他森林认证计划的申请或认证；

- conform and continue to conform with all applicable FSC certification requirements for the FSC certificate validity period (5 years);

在 FSC 认证有效期内（5 年），遵守及持续遵守所有适用的 FSC 认证要求；

- conform with the requirements of the new FSC approved standards in accordance with the 'standard effective date' specified in the new FSC approved standard. If the Clients that were certified prior to the effective date of approval of a new or revised applicable FSC normative document shall be audited against the requirements of the new or revised document in accordance with the applicable transition requirements

根据新的 FSC 认可标准上注明的“标准生效日期”，遵守该等标准的要求。对于在新的/经修订的适用 FSC 规范性文件批准生效之日之前认证的客户，应根据适用的过渡要求针对新的/修订的文件要求进行审核。

- conform with all conditions set by the ESTS for granting of a certificate, conform and continue to conform with all the ESTS's conditions for maintaining and renewing of the certificate, including but not limited to the full implementation of any actions required to correct minor non-conformances that were identified prior to the issue of the certificate;

符合 ESTS 授予证书的条件；符合或持续符合 ESTS 的所有证书保持及更新条件，包括但不限于实施纠正正在颁发证书前发现的轻微不符合项所需的任何行动。

- respect the present document terms whatever the audits results are;

不论审核结果如何，均遵守此文件中的条款；

- correct any major non-conformances with the applicable standard(s) within the maximum period specified by ESTS;

在 ESTS 规定的期限内，纠正任何严重不符合适用标准的项目；

- satisfy the ESTS Certification Decision Making Entity's demands and decisions following audits.

满足 ESTS 认证决策机构在审核后提出的要求和决定；

- agree, that ESTS 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 ESTS, could affect the outcome of its evaluation.

同意 ESTS 有权延期或延迟作出认证决定，以将其审核报告中未予以考虑的以及认证机构认为可能影响评估结果的新的附加信息纳入考虑；

- agree, that ESTS shall not be obliged to grant or maintain certification, if activities of the client conflict with the obligations of ESTS as specified in its accreditation contract with ASI, or which, in the sole opinion of ESTS, reflect badly on the good name of ESTS;

如客户的活动与 ESTS 和 ASI 签订的认可合同中订立的 ESTS 之义务有冲突，或 ESTS 认为该业务活动有损 ESTS 的良好名声，客户同意 ESTS 无须颁发或保持认证；

- agree, that ESTS has the right to suspend and/or withdraw its certification with immediate effect if, in the sole opinion of ESTS, the Client is not in conformity with the conditions specified for the maintenance of certification;

如 ESTS 认为客户不符合保持认证的具体条件，客户同意 ESTS 有权立即暂停和/或撤销认证；

- agree, that ESTS 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;

同意 ESTS 有权在认证有效期内修改认证要求，包括调整成本及费用；



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- accept FSC decisions regarding FSC certificate issuance. FSC has power to require the ESTS Decision Making Entity to suspend or withdraw a certificate;
接受 FSC 有关颁发 FSC 证书的决定。FSC 有权要求 ESTS 暂停或撤销认证证书;
- agree to the conduct of evaluations at the required intervals, including ESTS's right to carry out unannounced or short notice audits;
同意在要求的时间内进行评估, 包括 ESTS 有权不作通知或临时通知进行审核;
- agree to witness audits of ASI;
同意见证 ASI 的审核;
- agree, that specified information is published, as indicated in the applicable FSC normative documents;
同意按照适用的 FSC 规范性文件的规定公开指定信息;
- consider the participation of observers as specified in 《FSC-PRO-01-017 Participation of external observers in on-site FSC certification audits and/ or ASI assessments》 at its latest version at the date of the proposal;
如《FSC-PRO-01-017 外部观察员参与 FSC 现场认证审核和/或 ASI 评估》最新版本(截至建议书所载日期)中的规定, 体恤观察员的工作;
- agree, that a complaint is first handled according to the ESTS's complaint & appeal management procedure and if not resolved referred to ASI and ultimately to FSC, in case of disagreement with audit findings related to FSC normative documents;
如对与 FSC 规范性文件有关的审核结果有异议, 同意首先根据《ESTS 投诉及申诉管理程序》处理投诉, 如无法解决, 则转交至 ASI, 最后提交 FSC 解决;
- make all necessary arrangements for ESTS to conduct the audits, evaluation and resolution of complaints;
为 ESTS 执行审核、评估及解决投诉作所有必要的安排;
- ensure to ESTS, to FSC and to ASI a free access to the persons, the sites, the documents and confidential information during the certificate validity period and, if a complaint requires extra information, after a certificate suspension or withdrawal;
在证书有效期内以及在证书被暂停/撤销后, 如需要额外的信息处理投诉, 确保 ESTS、FSC 以及 ASI 可以随时联系相关负责人、自由出入待审核地点、获取相关文件及保密信息;
- keep a record of all complaints made known to it relating to conformity with certification requirements and make these records available to ESTS 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;
对不符合 FSC 认证要求的投诉或在产品中发现的任何缺陷采取恰当的措施;
 - ii. document the actions taken.
记录所采取的措施;
- 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;
就符合认证范围的认证作声明, 除非已颁发证书, 否则不得有符合(或几乎符合)FSC 认证要求的说明;
- not use its certification in such a manner as to bring ESTS, FSC or ASI into disrepute and not make any statement regarding its certification that may be considered misleading or unauthorized;
使用此认证时不得损害 ESTS、FSC 或 ASI 声誉, 不发表关于此认证的任何误导性或未经授权的说明;



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- submit, before every new use of FSC trademarks or use of a statement hinting at the certification, a draft that must be approved by ESTS, unless the client has implemented a trademark use management system with an internal control system, which has been approved ESTS before start using it.

在每次使用 FSC 商标或使用有关此认证的声明之前，提交一份草稿供 ESTS 批核，除非客户已使用先前已通过 ESTS 批准的包含内部控制系统的商标使用管理系统；

- limit FSC trademarks use or any other FSC Claim to the products included in the certificate scope;

限制 FSC 商标的使用，或 FSC 对包含在认证范围内的产品的其它任何说明；

- agree, that ESTS 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;

ESTS 有权使用其获得的信息，客户同意跟进对 FSC 商标及 FSC 所拥有的知识产权的不正当使用事宜；

- 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;

承认 FSC 知识产权的归属且 FSC 拥有此类知识产权的所有权，客户无权使用或要求使用任何此类知识产权；

- conform with all the ESTS's and FSC's requirements regarding claims, logos, certification marks or trademarks;

遵循 ESTS 和 FSC 对声明、徽标、认证标志或商标的所有要求；

- continues to pay all specified fees and costs in a timely manner;

继续按时支付所有规定的费用；

- inform ESTS 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;

在组织所有权、组织结构变更（如关键管理层人员变更）、经认可的管理系统变更或发生与履行 FSC 认证要求有关的其他变更后的十（10）天内通知 ESTS；

- accept, after the parties' agreement, a new audit when important modifications justify an urgent audit;

发生重大变动需要紧急审核时，在双方达成共识后，接受新一轮审核；

- agree, that ESTS, 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;

同意 ESTS、FSC 及 ASI 有权获取它们认为必要的保密信息和检阅文件、接触相关设备、进入相关地点、区域、联系向客户提供外包服务的人员及机构；

- ensure that in case of suspension or withdrawal of certification, the Client shall

如认证被暂停/撤销，确保客户应：

- cease immediately to make any use of any FSC trademarks, or to sell any product has been previously labelled or marked using the FSC trademark, or to make any claim that imply that they conform with the requirements for certification;

立即停止使用任何 FSC 商标、或销售任何先前贴有或标有 FSC 商标的产品、在任何声明中暗示他们符合认证要求；

- 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;

确定所有现有的经认证或未认证的客人，并在三（3）天内就暂停或撤销事宜书面通知这些客人，并保留记录；



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iii. cooperate with ESTS and with FSC in order to allow the ESTS or FSC to confirm that the obligations have been met, if the suspended Client continues to sell material/products as FSC certified, this is a breach of the present certification contract, the certificate contract will be terminated and the suspended certificate will be withdrawn accordingly.

配合 ESTS 和 FSC，以确认是否已履行这些义务，如果被暂停的客户继续销售经 FSC 认证的材料/产品，则违反了此份认证合同，认证合同将被终止和被暂停的证书将相应撤销。

- ensure in case of withdrawal or termination of certification, the Client shall

如认证被暂停/撤销，确保客户应：

i. return the certificate to ESTS or destroy the original, and commit to destroy any electronic copies and printed copies in their possession;

把证书退还给 ESTS 或销毁证书原件，并承诺销毁他们拥有的任何有电子副本或复印件；

ii. 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.

自费从他们的产品、文件、广告或营销资料上撤掉所有在用的 FSC 名称、首字母缩写、徽标、认证标志或商标；

- 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;

如认证机构的 FSC 认可范围缩小或暂停、撤销该认可，受影响客户同意其认证将在前述情况发生后六（6）个月内被暂停；

- allow ESTS, in the absence of opposite information, to use its name as commercial reference.

在无反对意见的情况下，允许 ESTS 将其名称用于商业参考。

Fees 费用

ESTS reserves the rights to revise the costs and fee within the period of validity of the certificate.

ESTS 保留在证书有效期内调整有关成本和费用的权利；

The FSC certification includes an annual fee chargeable to the Client (i.e. FSC Annual Administration Fee). This fee is paid to FSC in order to support the core operation of FSC system. The annual amount of the fee corresponds to an annual fixed cost specified in the certification contract. The amount of the annual fee may be modified by the FSC at any time. The non-payment of the annual FSC Fee will lead to the certificate withdrawal..

FSC 认证包括应向客户收取的年费（即 FSC 年管理费）。FSC 收取此笔费用以维持 FSC 认证体系的核心运作。此年费的金额与认证合同中列明的年固定费用相对应。FSC 可能于任何时候调整此笔年费。如未缴纳 FSC 年管理费，证书将被撤销。

Certificate extension, reduction, suspension & termination

认证范围的扩大、缩小，认证的暂停与终止

During its period of validity, the FSC certificate holder may require an extension of the scope of its certificate but cannot extend the period of validity of the certificate. ESTS reserves the right to inspect the site of the specified operation before agreeing to the scope extension. In case of scope modification requirement, the certificate holder shall return its old certificate in order to receive a new one with the new wording for the scope.



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FSC 证书持有者可在证书有效期内申请扩大其认证范围，但不得延长其证书有效期。在同意扩大认证范围前，ESTS 保留前往指定业务地点进行检查的权利。如要求变更认证范围，证书持有者必须退还旧证书，以获得载明新的认证范围的新证书。

A reduction Chain of Custody certificate scope may also be considered on request from the Client to ESTS. In case of certificate suspension, the period of suspension cannot exceed 12 months. After this 12-month suspension, the certificate will be terminated.

缩小产销监管链认证范围亦可视为客户向 ESTS 所作的要求。如认证被暂停，暂停的期限不得超过 12 个月。12 个月的暂停期后，该认证将被终止。

Confidentiality

机密性

The parties oblige themselves to handle in a confidential way all subjects under this contract and to take all necessary measures to insure compliance with this commitment.

合同双方将对此合同内的所有内容保密，并采取所有必要措施确保遵守此约定。

All information and data from the Client or discovered by ESTS which engaged in related to FSC certification activities is considered proprietary and shall be regarded as confidential and shall not be disclosed to any third party without prior written consent of the Client; except for those information which is required to be disclosed in the published lists of certification approvals or which is required by an appropriate Accreditation Body and certification scheme owner. Where the law or the authorized by contractual arrangements requires information to be disclosed to a third party, the client shall be informed of the information provided.

除须在核证批准名单内披露或由相应的认可机构及认证项目所有者要求披露的资料外，由客户提供的或 ESTS 在 FSC 认证活动中获取的有关客户的所有信息和数据均视为客户专有的，应当作机密处理，未经客户事先书面同意，不得向任何第三方披露。法律或者合同约定的授权要求向第三方披露信息的，应当将所提供的信息告知客户。

However, in order to promote the certified products, ESTS will use the Client name and the contact details and may give information about certified products (products nature and quantity) launch on the market by the Client.

然而，为宣传经认证的产品，ESTS 将使用客户的名称和合同信息，并提供与客户投入市场的产品有关的信息（产品性质及数量）。