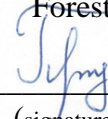


APPROVED

Director

Forest Certification LLC



P.V. Trushevskii

(signature)

(name)

14.03.2017

PROCEDURE

Management of subcontractors (outsourcing)

Document code	FC-PRC-PRM-2
Version	1.0
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Approval date	14.03.2017
Entry into force	01.04.2017
Actual procedure is instead of following documents	FC-INS-03 Interaction with contractors FC-PEFC-INS-05 Interaction with contractors in PEFC system FC-SBP-INS-03 Interaction with contractors
Date of the latest modification	

Introduction

This procedure has been developed based on the requirements of ISO/IEC 17065:2012, ISO/IEC 17021:2011 and the standards that Forest Certification LLC (hereinafter FC) considers mandatory within the scope of accreditation.

1 The scope

1.1 This instruction establishes the procedure for FC's interaction with subcontractors and the requirements for assessment, selection, and conclusion of contract agreements with the subcontractors; compliance with terms and conditions and termination of certification contract agreements for certification services for the certification systems accredited by FC.

1.2 This instruction is mandatory for all FC employees and subcontractors.

2 Normative framework

Present procedure contains references on following normative framework:

ISO/IEC 17065:2012 Conformity assessment - Requirements for bodies certifying products, processes and services

ISO/IEC 17021:2011 Conformity assessment - Requirements for bodies providing audit and certification of management systems

FSC-STD-20-001 V4-0 General requirements for FSC accredited certification bodies

SBP Framework Standard 3 Version 1.0 Certification Systems. Requirements for Certification Bodies

PEFC ST 2003:2012 Requirements for Certification Bodies operating Certification against the PEFC International Chain of Custody Standard

3 Terms and definitions, abbreviations

3.1. Present procedure contains following terms and definitions:

Certification: third-party attestation related to products, processes, systems or persons.

Client: applicants for FSC certification and to FSC certificate holders.

Evaluation: the combined processes of audit, review, and decision on a client's conformity with the requirements of a standard (ISEAL Assurance Code).

FSC Certification Requirements: all normative rules and regulations applicable to the certification of forest management organizations and/or chain of custody organizations.

Outsourcing: subcontracting a process or part of a process which has been accredited by FSC to a third-party (see Subcontractor).

Subcontractor (affiliate, partner organization of a certification body): An organization or individual with which/ whom the certification body has established a formal relationship (1) to collaborate in providing all or any part of FSC accredited certification services (2) to their clients (3).

(1) A contract or agreement has been signed by both parties.

(2) Services shall not include certification decision making.

- (3) Individuals working under formal agreement for the certification body, within the accredited systems, and under the authority and direct control of the certification body are not deemed to be subcontractors.

3.2. Present procedure contains following abbreviations:

ISO – International Organization for Standardization

LLC – Limited Liability Company

QMS – Quality Management System

FSC - Forest Stewardship Council®

FSC-STD – International Standard FSC

PEFC - Program for the Endorsement of Forest Certification

PEFC ST - International Standard PEFC

SBP - Sustainable Biomass Partnership

4 General

4.1 The purpose of the process of concluding, monitoring and fulfilling the terms and conditions of the contract agreement shall be the enforcement of FC's obligations to the Customer through involving legal entities in its activities on a contractual basis, which meet FC's requirements or any other mandatory regulatory requirements for providing high quality services to customers.

The achievement of this goal is ensured by solving the following tasks:

- ✓ Selection of contractors:
 - Initial contacts;
 - Initial evaluation;
 - Pre-contractual activities; a tentative agreement (agreement of intent);
- ✓ Initial training;
 - Submission of the QMS documents;
 - Bringing contractor's QMS documents in compliance with the requirements applicable to FC;
 - Initial training of office employees and auditors;
 - Requirements for the contractor's staff, their qualification, and training of the person responsible for certification;
 - Conclusion of contract agreement;
- ✓ Certification activity;
 - Application for certification;
 - Analysis of the application for certification;
 - Conclusion of certification contract;
 - Evaluation:
 - Audit scheduling;
 - Auditing process;
 - Submission of audit results (report);
 - Report reviewing:
 - Process of report reviewing;
 - Report finalization;

- Report approval;
- Certification decision;
- Issuing certificates and maintaining certificate register;
- Trademark management
- Supervision of certificate holders
- Changes related to the certification validity
- ✓ Contractor's activity supervision
 - Office audit;
 - Supervisory audits;
 - Off-schedule audits;
 - Provision of CA/PA plans of the contractor;
 - Monitoring of fulfillment of CA/PA plans of the contractor;
- ✓ Fulfillment of terms and conditions and termination of contract agreements.

4.2 The head of the process management with subcontractor is the Director of FOREST CERTIFICATION LLC

4.3 The present procedure includes requirements of following clauses of the standards:

ISO/IEC 17065:2012 cl.6. Requirements to the resources

ISO/IEC 17021:2011 cl.7. Requirements to the resources

FSC-STD-20-001 V4-0 cl.3.2. Outsourcing

SBP Framework Standard 3 Version 1.0 cl.6. General requirements

PEFC ST 2003:2012 cl.0. Introduction

4.4. Contractors shall be involved in the following situations:

- during FC's certification activity to perform work based on a contract with a customer;
- during FC's development activities;
- based on the director's decision.

4.5 When FC decides to enter new certification service markets, three development scenarios for other countries can be applied:

- independent development (through the recruitment of competent staff and registering or not registering a locally operating legal entity, office or branch);
- seeking assistance from a local certification body that does not have FC's competence, but successfully works in other quality management systems
- a combined option.

4.6 The contract between the certification body and the customer must contain the mandatory provision concerning the possibility of involving third-party experts or companies by the certification body to conduct certification activities as contractors. The certification body guarantees the competence of their contractors to the customers. Prior to certification activities, the contractor shall inform the customer that the former is a third-party organization providing certification services based on a contract with FC.

4.7 The contractors, as well as the accredited (approved) certification body, shall comply with the terms and conditions of the contract agreements regarding cases of conflict of interest and commercial interest.

All materials developed by the contractor to promote its services, shall be controlled by the certification body, in accordance with the regulatory documents of the certification system.

The contractor shall not conduct an audit at a customer site, where the contractor or the contractor's specialist (auditor, technical expert) provided advisory services within the period of less than three years on various aspects of the certification evaluation.

In the framework of the monitoring undertaken by the accreditation body, the location (office) of the contractor shall be considered as a representation office of the accredited (approved) certification body; therefore, it shall comply with the accreditation (approved) standards. Representatives of the accreditation body shall have the right to carry out supervisory visits to the contractor's office, if necessary.

Copies of all materials and information about the customers of the accredited (approved) certification body (including regulations and schedules of supervisory audits, reports, etc.) shall be submitted for evaluation to the accreditation body's experts on demand within 48 hours from the time of request.

4.8. The right of granting, maintaining, extending, reducing, suspending, withdrawing and reinstating certification belongs to FC.

4.9 It is at the discretion of FC for FSC scheme to decide whether the body that provides the outsourced service should be entitled to use FSC trademarks. Applications for authorization shall be submitted to FSC by the certification body.

4.10 FC's director notifies ASI within thirty (30) days of any new contracts or changes in the status of bodies providing outsourced services. ASI shall be given the following information:

- a) name of the body providing outsourced service;
- b) contact information including: address, telephone, fax and email;
- c) scope of the contract (geographic area, type of evaluation or other);
- d) date of signing of the contract;
- e) date of expiry of the contract.

4.11 FC has developed this procedure and forms of records for managing the relationship with bodies providing outsourced services according to the requirements in the standard FSC-STD-20-001 V4-0 and also:

- ensure that the body that provides outsourced services, and its personnel undertake certification services impartially;
- maintain a list of approved providers of outsourced services;
- implement corrective actions for any breaches of the outsourcing agreement or other requirements of which it becomes aware;
- inform the client in advance of outsourcing activities, in order to provide the client with an opportunity to object.

5 Selection of contractors

5.1 Initial contacts

FC shall look for candidate contractors either independently (involving a network of experts, other information), or candidate contractors can address FC themselves with a cooperation proposal.

Only legal entities can be contractors.

The selection of the subcontractors shall meet the requirements of the accreditation standards and the accreditation contract with the accreditation body and internal FC's documentation.

FC's director shall select the subcontractor and conduct negotiations (in person or by correspondence). It means that the parties shall arrange a meeting in person or using other means of communication.

5.2 Initial evaluation

5.2.1 The criteria for evaluation of the subcontractors seeking to conclude a contract agreement are given in Annex B.

5.2.2. A candidate subcontractor shall be evaluated against an initial evaluation checklist of a candidate contractor within the framework of the certified FC program. To this end, FC's director shall send it by email to the candidate subcontractor to be filled in. Upon receipt of the filled in checklist, FC's director shall write his comments therein. Negotiations (in person or by correspondence) shall be held, if necessary. It means that the parties shall arrange a meeting in person or using other means of communication.

5.2.3 Based on the data in the filled-in checklist, FC's director shall make a decision on a possibility of further cooperation with the candidate subcontractor.

5.3. Pre-contractual activities; a tentative agreement

5.3.1 In case of reaching an agreement on cooperation terms and conditions, the managers of the companies shall draw up and sign a tentative agreement (agreement of intent, Annex C).

5.3.2. A responsible executor shall send a complete start pack for the subcontractors and coordinate the principal provisions of the contract agreement.

6 Initial training

6.1 Submission of QMS documents;

6.1.1 In order to develop professional competence of the contractor's personnel and adaptation of the contractor's quality management system, FC shall draft a package of relevant certification procedures, covering the scope of certification services included in the outsourced services.

6.1.2 FC's procedures shall be handed over to the contractor in the electronic format.

6.2 Adaptation of the subcontractor's QMS documents in accordance with the requirements applicable to FC;

6.2.1 For constant interaction with the subcontractor FC shall appoint a responsible manager with adequate competencies. The responsible manager shall be appointed by FC's order.

6.2.2 The subcontractor, in cooperation with the FC responsible manager shall adapt the procedures according to its activities, draft record templates (application, commercial offer, etc.).

6.2.3 The responsible manager shall check the adapted subcontractor's QMS in terms of harmonization with the FC's QMS. The checklist template to check the compliance of the contractor's QMS with FC's QMS is given in Annex D. Additionally, the responsible manager shall check the adapted subcontractor's QMS for compliance with the requirements of ISO/IEC 17065:2012, ISO/IEC 17021:2011 and the standards that are mandatory for FC in relation to the subcontractor's certification scope.

6.2.4 If, during the checks against the checklist, the responsible manager identifies any non-compliances of the subcontractor's QMS with the requirements of FC's QMS, he shall draw up rele-

vant documents for such non-conformities in accordance with FC-PRC-MP-5 “Corrective and preventive actions”. In case of detection any major non-conformities, the subcontractor shall eliminate them within 3 months from the date of their detection and submit relevant documents about their correction to FC (in accordance with FC-PRC-MP-5). In case of the subcontractor's failure to undertake the above actions, FC shall terminate any further cooperation with this subcontractor.

6.3 Initial training of office employees and auditors

6.3.1 FC insists that the subcontractor before the start of the cooperation should train its key staff to the requirement of FSC-STD-20-001 V4-0, candidate auditors in terms of the relevant certification system should take officially registered training course and complete it successfully (with certificate) and also take and successfully complete the IRCA training on methodology of conducting audits “ISO management standard auditor course” (6.2.3).

6.3.2 Key staff and candidate auditors must comport with the requirements of Standards ISO/IEC 17065:2012, ISO/IEC 17021:2011 and other applicable Standards for certain certification scheme and internal documents of FC:

- FC-FSC-INS-PRM-1-1 «Requirements to qualification, education, evaluation and attestation of FC’ staff involved in FSC certification»;
- FC-PEFC-INS-PRM-1-1 «Requirements to qualification, education, evaluation and attestation of FC’ staff involved in PEFC certification»;
- FC-SBP-INS-01 «Requirements to staff».

6.3.3 The subcontractor shall submit to FC the list of the staff involved in the FC certification system (stating the training, qualification, description of advance training, work experience etc.) This list shall be further regularly updated.

6.3.4 FC gives the subcontractor access to its server, where each subcontractor have a separate folder.

6.3.5 Within the framework of initial training, the director or responsible manager shall go the subcontractor's office, in order to

- review the management system of the subcontractor, which may be documented as an internal subcontractor's QMS audit with filling an appropriate checklist in;
- conduct initial training for the subcontractor's administrative staff and auditors;
- conduct not less than 4 (four) audits for each of the certification schemes with the participation of a candidate lead auditor(s), where he acts as the lead auditor during the 1st and the 2nd audits and as the lead auditor supervising the candidate subcontractor's lead auditor during the 3rd and the 4th ones.

6.3.6 At the end of the initial training and not less than 4 (four) audits, the subcontractor's expert shall obtain the status of a lead auditor under the relevant certification scheme. The subcontractor auditor registers in the Register of FSC auditors. The subcontractor gets the right to operate independently.

6.4 Requirements for the subcontractor's staff, their qualifications, and training of the person responsible for certification

6.4.1. Auditors and experts to conduct certification activities shall be selected according to FC's accreditation standards and requirements of internal documents of FC.

6.4.2. FC shall guarantee, and the Contractor shall confirm the fact that the contractor's staff who perform FC's requests have had proper training and are properly qualified. Such

a training shall meet the same requirements as the staff training in FC. If required, FC shall provide additional contractor's training.

6.4.3. The information about the background, expertise and professional experience of all the staff involved in the activities of the organization based on full-time and part-time employment contracts shall be available to the employing organization, be clear and legibly written, be complete and timely updated.

Such data shall include:

- name;
- position in the organization;
- qualification and professional status;
- practical professional expertise;
- trainings in relevant certification fields;
- contact details;
- a copy of the work or service contract;
- a copy of non-confidential information disclosure (unless such a provision exists in the work or service contract)

6.5 Conclusion of contract agreement;

6.5.1 A contract agreement shall be concluded while meeting the main terms and conditions:

- the contractor shall not make any certification decisions on issuance, extension of validity period, suspension, changes in the certification scope, certificate suspension and withdrawal;
- FC shall take full responsibility for the quality of the contractor's activities, and reserves the responsibility for issuance, extension of validity period, suspension, changes in the certification scope, certificate suspension and withdrawal;
- the contractor shall guarantee and FC shall confirm that the competence, experience and skills of the contractor and its employees meet the minimum requirements of the certification system and FC's requirements, as stated in the relevant internal documents.
- the contractor shall guarantee and FC shall confirm that neither the contractor nor any of its employees are involved directly or indirectly through another legal entity in any activities against the client which may compromise FC's impartiality.

6.5.2 The director shall conclude contract agreements with new subcontractors. The director shall be responsible for contract agreements. The contract can be signed only in the case when subcontractor fits to all applicable clauses of this procedure, the Standard FSC-STD 20-001 V4-0 and other normative framework of FSC.

6.5.3 FC shall have a legally enforceable agreement with the legal entity that provides the outsourced service. This agreement shall include a description of the scope of outsourced activities (types of services and geographical coverage) and shall require the body that provides the outsourced service at least to:

- a) conform with applicable requirements of this standard and of other FSC normative documents, including arrangements for confidentiality and conflict of interest;
- b) implement the outsourced services according to the procedures of FC;
- c) agree to the inclusion of any additional restrictions covered in the accreditation contract of FC;

d) agree to a prohibition for subsequent outsourcing of certification activities covered by the accreditation of FC;

e) use competent and qualified personnel as specified in this standard, who shall be subject to regular performance review by the body that provides the outsourced service. FC shall conduct a sample of on-site witness audits according to the procedure FC-INS-PRM-2-1 “Internal audit of subcontractor”;

f) agree to periodic internal audits of the activities covered by the outsourcing agreement, conducted by a qualified and impartial representative of FC according to the procedure FC-INS-PRM-2-1 “Internal audit of subcontractor”;

g) agree not to make any claims which imply that it is accredited itself;

h) agree to describe their services as being “Delivering FSC certification services in association with FOREST CERTIFICATION, LLC”;

i) agree, that its website (where available) includes a link to the certification body’s website, to provide clients access to information as specified in Clause 1.10.1;

j) agree to a prohibition for the use of the FSC trademarks in relation to the services offered under the outsourcing agreement without prior authorization by FSC;

k) agree to a prohibition to independently grant approval for the use of FSC trademarks to clients, unless having been trained by FSC.

6.5.4 The template of a contract according to the FSC system is given in Annex E.

The responsible manager shall send two copies of the agreement signed by FC's director to the contractor by registered mail with acknowledgment of receipt and the attachment description. Having received the agreement, the contractor's management shall sign two copies of the agreement and send one copy to FC.

6.5.5 The original agreement shall be stored in FC's office in the contractor's file.

6.5.6 The responsible manager shall send the information about the new contractor to the accreditation body within 30 days from the date of signing the new agreement; if necessary, it shall be posted on FC's and contractor's websites.

The accreditation body shall be given the following information:

- contractor's name;
- contact details including: address, telephone, fax and email;
- scope of the agreement (geographic area, type of evaluation or other);
- date of signing the agreement;
- date of expiry of the agreement.

6.5.7 Drafting a list of approved subcontractors.

Having signed an agreement with the new subcontractor, the responsible FC manager shall put it in a list of all the subcontractors (Annex F).

7 Certification activity

7.1 The stages of certification activities being undertaken in accordance with the developed contractor's QMS documents:

- ✓ Application for certification;
- ✓ Analysis of the application for certification;
- ✓ Conclusion of a certification contract;
- ✓ Report update upon FC's review;

7.2 The stages of certification activities being undertaken in accordance with the developed FC's QMS documents:

- ✓ Evaluation;
- ✓ Audit scheduling;
- ✓ Auditing process;
- ✓ Submission of audit results (report) in accordance with FC-F-02;
- ✓ Supervision of certificate holders.
- ✓ Process of report reviewing;
- ✓ Report approval;
- ✓ Certification decision;
- ✓ Issuing certificates and maintaining certificate register;
- ✓ Trademark management;
- ✓ Changes related to the certification validity.

8 Subcontractor's activity supervision

8.1 Office audit

Not later than 6 months after the start of the cooperation, FC shall conduct the first field internal audit at the office of the contractor. In the framework of this internal audit the lead auditor of the contractor shall be supervised during an audit (if possible according to the contractor's audit schedule). The internal contractor's audit shall be held according to the procedure FC-INS-PRM-2-1 "Internal audit of subcontractor".

Based on the results of the internal audit and monitoring the work of the contractor's experts, FC shall make a conclusion on possibility of further cooperation with the contractor.

8.2 Supervisory audits

FC shall supervise the quality of the contractor's activities using the following means:

- contractor's annual internal office audits;
- monitor the work of the contractor's experts at the rate of one observation audit per 25-50 contractor's audits (the number of supervisory audits shall be determined depending on the risk level determined by FC);
- monitor each lead auditor's performance at least once in two years.

The above quality control assessments of the auditors' performance can be held at the same time.

The contractor's supervisory audits shall be held according to the procedure FC-INS-PRM-2-1 "Internal audit of subcontractor".

8.3 Off-schedule audit shall be held according to the procedure FC-INS-PRM-2-1 "Internal audit of subcontractor"

8.4. The procedure of submission of CA/PA contractor's plans in case of any non-compliances shall comply with FC-PRC-MP-5 «Corrective and preventive actions».

8.5. The monitoring of fulfilment of CA/PA contractor's plans in case of any non-compliances shall comply with FC-PRC-MP-5 «Corrective and preventive actions».

9 Fulfilment of terms and conditions and termination of contract agreements

9.1 The contractor shall carry out comprehensive certification within the constraints defined by the contract agreement and maintains appropriate communication with FC.

9.2 Fulfilment of the terms and conditions of the contract agreement shall be monitored during each contractor's supervision activity (clause 8).

9.3 FC's director, based on the fulfilment of the terms and conditions of the agreement and the records related to the contractor's supervision, shall make a decision on possibility of further cooperation with the contractor. In case of making the decision on the impossibility of further cooperation with the contractor, FC's director shall terminate the contract agreement with such a contractor in accordance with the terms and conditions stipulated in the contract with the latter.

10 Archiving

The documents to be filled in by FC in the process of interaction with the contractors, periods and places of storage are given in Table 1.

Table 1

Name of the document	Storage place in FC	Period of storage	Place of storage Scan of the copy to FC	Period of storage of the scan of the copy
1	2	3	4	5
Tentative agreement (agreement of intent).	Contractor's file in FC's office	10 years	FC's server in the relevant folder	10 years
Checklist of the initial contractor's evaluation	Contractor's file in FC's office	10 years	FC's server in the relevant folder	10 years
Checklist of verifying compliance of the contractor's QMS with the FC's QMS	Contractor's file in FC's office	10 years	FC's server in the relevant folder	10 years
Contract agreement	Contractor's file in FC's office	10 years	FC's server in the relevant folder	10 years
FC's list of contractors	Contractor's file in FC's office	10 years	FC's server in the relevant folder	10 years

11 Responsibility

11.1 FC's director shall be responsible for interaction with the contractors.

11.2 Matrix of responsibilities between FC and subcontractor is represented in Annex A.

Annex A (circular)

Matrix of responsibilities between FC and subcontractor

Order of work with subcontractor	FC	Subcontractor
1. Selection of subcontractor		
1.1 Initial contacts	X	
1.2 Initial assessments	X	
1.3 Pre-agreement negotiations (conclusion agreement of intent)	X	
2. Initial training		
2.1 Provision of QMS's documents	X	
2.2 Adaption of QMS's documents according to applicable requirements	X	X
2.3 Initial training of administrative staff and auditors	X	
2.4 Requirements to the staff of subcontractor involved in certification activity	X	
2.5 Conclusion of agreement for subcontracting	X	
3 Certification activity		
3.1 Application for certification		X
3.2 Analyses of application for certification		X
3.3 Conclusion of contract for certification		X
3.4 Evaluation		
3.4.1 Audit plan		X
3.4.2 Conduction audit		X
3.4.3 Report		X
3.5 Report's review		
3.5.1 Report's review	X	
3.5.2 Editing of the report		X
3.5.3 Approval of the report	X	
3.6 Certification decision	X	
3.7 Certificate issue, register of certificates	X	
3.8 Trademark approval	X	
3.9 Control on certificate holders		X
3.10 Changes in the scope of certification	X	
4. Control on subcontractor activity		
4.1 Office internal audit	X	
4.2 Witness audits	X	
4.3 Not scheduled audits	X	
4.4 Provision of plans CA/PA of subcontractor		X
4.5 Control on implementation of plans CA/PA of subcontractor	X	
5. Implementation conditions of agreement and termination of agreement	X	X

**Annex B
(required)**

Template of primary assessment checklist of applicant for subcontracting

Primary assessment checklist of applicant for subcontracting №_____

Applicant:	
Country:	
Region:	
Address:	
Phone:	
e-mail:	
Website:	
Manager:	
Primary evaluation date:	
Filled out on behalf of FC:	

The evaluation criteria for the primary contractors, applicants for subcontracting with FC

REQUIREMENTS	
1. Legal registration	
<u>1.1. AS shall be a legal entity or a part of a legal entity and such a legal entity shall be held legally responsible for all its certification activities.</u>	
Performance indicators¹:	
<ul style="list-style-type: none"> - <i>The constituent documents of the applicant in accordance with the national legislation of the country where it is registered;</i> - <i>Availability of an available office (representative office), its geographical location.</i> 	
TO BE FILLED OUT BY AS	FC COMMENTS
REQUIREMENTS	
2. Status and certification activity experience	
<u>2.1 AS is an acting certification body, which has a system of quality management and at least 2 years of certification experience.</u>	

¹ Performance indicators are not standardized and are given for applicants for subcontracting as possible examples of meeting the FC requirements.

<p>Performance indicators:</p> <ul style="list-style-type: none"> - Availability of a valid accreditation for any of the certification systems; - AS shall have a functioning management system available; - Information on certification activities, publications in the media, links to the website; - List of 5 major customers of the certification services; - Amount of certification audits last year; - Availability of contractors and the description of the outsourced activities; - Main industries within the AS's scope of activity and the regions where AS is the most active. 	
TO BE FILLED OUT BY AS	FC COMMENTS
REQUIREMENTS	
<p>3. AS working languages</p> <p><u>3.1 AS manages its certification program in English and in the state language of the country of domicile, at least.</u></p>	
<p>Performance indicators:</p> <ul style="list-style-type: none"> - Availability of documents concerning the management system in two languages (English and local); - Availability of administrative staff and experts who can speak two or more languages. 	
TO BE FILLED OUT BY AS	FC COMMENTS
REQUIREMENTS	
<p>4. Возможности для продвижения сертификационного продукта</p> <p><u>4.1 AS has opportunities for effective promotion of the certification product in cooperation with the group companies of FC.</u></p>	
<p>Performance indicators:</p> <ul style="list-style-type: none"> - Availability of marketing and lobbying opportunities, established relationships with government agencies and key stakeholders in the country, the region; - Availability of a development strategy of the certification product; - Availability of the best-case and worst-case scenarios; - Availability of the analysis of relevant markets for the certification services; - Availability of the analysis of the key competitors and potential partners 	
TO BE FILLED OUT BY AS	FC COMMENTS
REQUIREMENTS	
<p>5. Financial stability</p> <p><u>5.1 AS is financially stable and has the resources necessary to conduct its activity.</u></p>	
<p>Performance indicators:</p>	

- Availability of insurance or reserves to cover expenses arising from its actions in any of the fields of activity and in the geographical territories where it operates.	
TO BE FILLED OUT BY AS	FC COMMENTS
REQUIREMENTS	
6. Impartiality	
6.1 AS at all levels of management and decision-making has a system to ensure the principle of impartiality and to prevent conflict of interest, including the Impartiality Principle Protection Committee.	
Performance indicators:	
- Availability of a documented policy and procedures concerning impartiality and avoiding conflict of interest; - Availability of an Impartiality Committee or a body substituting such a Committee.	
TO BE FILLED OUT BY AS	FC COMMENTS
REQUIREMENTS	
7. Complaints and appeals	
7.1 AS has a system for treating complaints and appeals.	
Performance indicators:	
- Availability of documented and publicly available procedures relating to the receipt, evaluation and decision-making related to appeals and complaints.	
TO BE FILLED OUT BY AS	FC COMMENTS
REQUIREMENTS	
8. Система управления документацией	
8.1 AS has a management system for internal and external documentation concerning the management system	
Performance indicators:	
- Available documented policies and procedures concerning already available certification systems.	
TO BE FILLED OUT BY AS	FC COMMENTS
REQUIREMENTS	

9. Record management system	
<u>9.1 AS has a record management system concerning the requirements of the certification systems related to AS personnel; operation of the committees; customers; complaints and appeals, and internal audits.</u>	
Performance indicators:	
<i>- Availability of appropriate records with a specific retention period (not less than 2 cycles of the validity period of the issued certificates).</i>	
TO BE FILLED OUT BY AS	FC COMMENTS
REQUIREMENTS	
10. Internal audits	
<u>10.1 AS has a system of organizing and conducting regular internal audits of its certification activities, correction of non-compliances, planning and implementation of corrective and preventive actions.</u>	
Performance indicators:	
<i>- Availability of relevant procedures and records.</i>	
TO BE FILLED OUT BY AS	FC COMMENTS
REQUIREMENTS	
11. Personnel	
<u>11.1 AS has the personnel competent to organize certification activities, including auditors or candidates for auditors, in accordance with the requirements of the accreditation standards of the certification systems.</u>	
Performance indicators:	
<i>- General information about the AS structure, its employees to be involved in the FC certification system (CV, evidence of relevant education and training on certification systems).</i>	
<i>- Availability of a plan for hiring qualified experts to carry out certification activities within the framework of the program with FC,</i>	
<i>- Availability of plan for staff training (education, trainings, internships).</i>	
<i>- Availability of records and documents related to personnel training</i>	
TO BE FILLED OUT BY AS	FC COMMENTS
REQUIREMENTS	
12. Technical resources	
<u>12.1 AS has technical resources to conduct the certification activity with FC and maintain uninterrupted communication with FC</u>	
Performance indicators:	

Availability of equipment, software, CRM-systems and available Internet connection with the FC server.

TO BE FILLED OUT BY AS	FC COMMENTS

Resolution of FC Director concerning the possibility of further interaction with AS:

FC Director _____ **20**__

Annex C
(recommended)

**Template of preliminary Agreement of Intent with the applicant for subcontracting
under FSC certification scheme**

<p>Предварительное Соглашение о намерении № ____</p> <p>Россия, г. Москва _____ 20__ г.</p> <p>Общество с ограниченной ответственностью «_____» (наименование), аккредитованное _____ (наименование органа по аккредитации) на право проведения сертификации по системе ____, именуемое в дальнейшем «Орган по сертификации» или «ОС», в лице директора _____ (Ф.И.О.), действующего на основании Устава с одной стороны, и Общество с ограниченной ответственностью «_____», именуемое в дальнейшем «Кандидат в подрядчики», в лице директора _____ (Ф.И.О.) с другой стороны, далее вместе именуемые Стороны, заключили настоящее соглашение о нижеследующем.</p> <p style="text-align: center;">1. Предмет соглашения</p> <p>Настоящее соглашение заключается по результатам первичной оценки Кандидата в подрядчики на соответствие общим требованиям Органа по сертификации и сертификационной системы.</p> <p>1.1.1 Под услугами по сертификации Стороны понимают (<i>сертификацию цепочки поставок и FSC контролируемой древесины по системе FSC с ограничением «закупка и реализация FSC контролируемой древесины»</i>).</p> <p>1.1.2 Под сертификационной программой / сертификационной системой Стороны понимают требования (<i>системы FSC по сертификации цепочки поставок и FSC контролируемой древесины с ограничением «закупка и реализация FSC контролируемой древесины»</i>).</p> <p>1.2 Настоящее соглашение заключается с целью организации комплекса мероприятий по первичному обучению Кандидата в подрядчики, включая:</p> <ul style="list-style-type: none">• передачу Кандидату в подрядчики пакета документов Органа по сертификации (процедуры и формы записей),• адаптацию системы менеджмента Кандидата	<p>Preliminary Agreement of Intent № ____</p> <p>Moscow, Russia _____ 20__.</p> <p>Limited liability company «_____» (name) accredited by _____ (name the certification body) to carry out certification under the ____ system, further on referred to as «Certification Body» or «CAB», represented by Director _____ (name), acting on behalf of the Statutes on one side, and Limited liability company «_____» (name), further on referred to as «Candidate to Subcontractor» or «Candidate», represented by Director _____ (name on the other side, further on jointly referred to as Parties, have signed this Agreement of Intent upon the following.</p> <p style="text-align: center;">1. Subject of the Agreement</p> <p>1.1. This Agreement is signed under results of primary evaluation of the Candidate to the common requirements of CAB and certification system compliance.</p> <p>1.1.1. Under certification services Parties understand (<i>certification of Chain of Custody (CoC) and Controlled Wood (CW) under the FSC scheme with limitation “purchase and sales of FSC Controlled Wood”</i>).</p> <p>1.1.2. Under certification program / certification system Parties understand requirements of (<i>Chain of Custody and FSC Controlled Wood certification in FSC system with limitation “purchase and sales of FSC Controlled Wood”</i>).</p> <p>1.2. This Agreement is signed with the aim of holding initial training of the Candidate that includes:</p> <ul style="list-style-type: none">- Transfer CAB’s set of documents to the Candidate (procedures and records templates);- Adaption of Candidate’s QMS (Quality Management System) to the requirements of CAB;- Initial training of Candidate’s staff (office staff and auditors) to the requirements of the
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<p>в подрядчики под требования ОС,</p> <ul style="list-style-type: none"> • первичное обучение персонала Кандидата в подрядчики (сотрудников офиса и аудиторов) требованиям ОС и сертификационной системы, • совместное проведение 4 аудитов клиентов Кандидата в подрядчики для присвоения квалификации Ведущего аудитора эксперту(ам) Кандидата в подрядчики, • первичный внутренний аудит со стороны Органа по сертификации системы менеджмента и ресурсов Кандидата в подрядчики. <p>1.3 Настоящее соглашение не дает право Кандидату в подрядчики на самостоятельное оказание услуг по сертификации, предусмотренных соглашением.</p> <p>1.4 По результатам первичного обучения Кандидата в подрядчики ОС оценит соответствие системы менеджмента и ресурсов Кандидата в подрядчики применимым требованиям соответствующей сертификационной программы, после чего Стороны заключат договор подряда, оговаривающий условия, в соответствии с которыми ОС передаст, а Кандидат в подрядчики приобретет право оказывать услуги по оценке своих клиентов на соответствие требованиям аккредитованной программы ОС <i>в следующих странах: _____</i>).</p> <p>Кандидата в подрядчики в рамках сертификационной программы лежит на Органе по сертификации как владельце и управляющем собственной аккредитованной сертификационной программой.</p> <p style="text-align: center;">2. Условия передачи прав</p> <p>2.1 Кандидат в подрядчики самостоятельно несет все расходы, связанные с обучением своего персонала применимым требованиям сертификационной системы и ОС, включая, но не ограничиваясь следующим:</p> <ul style="list-style-type: none"> - расходы по обеспечению технической и ресурсной базы; - оплата всех расходов и издержек Органа по сертификации по обучению персонала Кандидата в подрядчики, включая командировочные; - переводы всех требований сертификационной программы на язык, являющийся государственным на территории оказания услуг Кандидатом в подрядчики в рамках настоящего соглашения. <p>Кандидат в подрядчики гарантирует соответствие своего персонала, как действующего, так и привлекаемого в последующем для оказания услуг клиентам в рамках настоящего соглашения, начальной квалификации и компетенции, соответствующей требованиям сертификационной программы.</p>	<p>CAB and certification system;</p> <ul style="list-style-type: none"> - Joint holding 3-4 audits of Candidate clients with the aim to assign qualification of Lead Auditor to the expert(s) of the Candidate; - Internal audit from the side of CAB to the compliance of certification QMS and resources of the Candidate. - 4 Joint audits of the Candidate's clients with the aim to assign qualification of Lead Auditor to the expert(s) of the Candidate. - Internal audit of the Candidate's QMS under the compliance of all applicable requirements of both the certification program and the CAB. <p>1.3. This Agreement doesn't give the right for the Candidate to provide independent certification services regulated by this Agreement.</p> <p>1.4. Under the results of internal training of the Candidate, CAB evaluates the compliance of QMS and resources of the Candidate to the requirements of according certification system. Based on this evaluation the Parties sign a Subcontracting Contract according to which CAB transits and the Candidate receives the right to provide certification services to its' clients in terms of compliance with the requirements of the accredited CAB's certification program <i>in following countries: _____</i>).</p> <p>1.5. All the responsibility for the Candidate's activity in frame of accredited certification program lays on the CAB as on owner and manager of accredited certification program.</p> <p style="text-align: center;">2. Conditions of rights transfer</p> <p>2.1 The Candidate bears all costs related to training of its personnel on applicable requirements of certification system and the CAB, including but not limited to the following:</p> <ul style="list-style-type: none"> - costs for the provision of the technical and resource base; - payment of all costs and expenses of the CAB on training of personnel of the Candidate, including travel expenses; - translations of all requirements of certification program into a language which is official within the territory of the provision of services by the Candidate under this Agreement; <p>2.2 The Candidate guarantees that its personnel, both current and subsequently involved in providing services to clients under this Agreement, complies with</p>
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2.3. Кандидат в подрядчики передаст, а также будет в дальнейшем предоставлять ОС все копии документации, которая по мнению ОС будет считаться подтверждением соответствия компетенции персонала Кандидата в подрядчики требованиям сертификационной программы.

2.4. Кандидат в подрядчики несет перед ОС ответственность за постоянное соответствие существующим положениям, политикам, стандартам и иным нормативным документам сертификационной системы и ОС на протяжении всей деятельности в рамках исполнения настоящего соглашения, включая, но не ограничиваясь требованиями о приверженности принципам и политикам сертификационной системы, беспристрастности и независимости при осуществлении сертификационных процедур, гарантирующих исключение конфликта интересов.

2.5. Кандидат в подрядчики не в праве делать какие-либо заявления относительно своего статуса как аккредитованного органа по сертификации в сертификационной системе, а равно делать заявления, которые прямо или косвенно могут быть расценены как свидетельства того, что Кандидат в подрядчики имеет соответствующую аккредитацию.

2.6. Кандидат в подрядчики не вправе без соответствующего письменного согласования ОС и полученного официального разрешения сертификационной системы, использовать логотип и товарные знаки сертификационной системы.

3. Обязанности Кандидата в подрядчики

3.1. Кандидат в подрядчики в рамках выполнения настоящего соглашения обязан:
бездискриминационной основе.

3.1.2 Осуществлять самостоятельно торговую, маркетинговую и иную деятельность в отношении услуг, предлагаемых в соответствии с настоящим соглашением.

3.1.3 Не передавать права и обязанности иным лицам осуществлять деятельность в рамках сертификационной программы ОС. Данное требование не распространяется на привлечение физических лиц, не являющихся штатными сотрудниками Кандидата в подрядчики, по договорам подряда для выполнения работ по сертификации.

3.1.4 Проводить весь комплекс услуг в рамках сертификационной программы, что включает в себя следующее требования:

- поддержание на высоком уровне сертификационной программы ОС (обучение персонала, внедрение методов и условий функционирования программы в соответствии с требованиями сертифика-

initial qualification and competence enough to provide services that conform to the certification program requirements;

2.3 The Candidate will hand over all copies of documents which the CAB will consider as confirming the conformity of competence of the Candidate's personnel to the requirements of the accredited certification program, and will do it from now forth.

2.4 The Candidate is responsible to the CAB for continuous conformity to the existing regulations, policies, standards and other normative documents of certification program and the CAB during the whole period of its activities as part of the implementation of this Agreement, including but not limited to the requirements for the commitment to the principles and policies of certification program, impartiality and independence in carrying out certification procedures which guarantee an exclusion of the conflict of interests.

2.5 The Candidate does not have the right to make any statements regarding it's status as an accredited certification body in the certification system, as well as make statements which can be regarded, directly or indirectly, as evidence that the Candidate has the relevant accreditation.

2.6 The Candidate does not have the right to use the logo and trademarks of certification program without relevant written agreement of the CAB and received official approval of certification program.

3. Obligations of the Candidate

3.1 Within the framework of the implementation of this Agreement the Candidate is obliged to:

3.1.1 Provide services to an indefinite range of clients or potential clients (applicants) without any sort of discrimination.

3.1.2 Independently perform trading, marketing and other activities in relation to the services offered in accordance with this Agreement.

3.1.3 Not to transfer rights and obligations to other parties to perform activities under the certification program of the CAB. This requirement does not cover the involvement of auditors and/or other technical and expert personnel – individuals who are not staff employees of the Candidate, under the subcontractor agreements to carry out certification services.

3.1.4 Provide the whole range of services on certification program, which includes the following re-

<p>ционной системы и ОС), а именно:</p> <ul style="list-style-type: none"> • разработка, внедрение и поддержание внутренней программы, основанной на выполнении требований сертификационной системы и ОС; • организация и проведение переговоров с клиентами и/или потенциальными клиентами; • применение утвержденных ОС форм записей (заявки, договоры, протоколы и иные записи); • сбор и анализ заявок претендентов на сертификацию; • подготовка коммерческих и иных предложений по каждой поступившей заявке на оказание сертификационных услуг, их хранение и актуализацию при необходимости; • заключение договоров и соглашений с клиентами на оказание услуг по сертификации; • утверждение состава аудиторской команды для проведения аудитов в соответствии с требованиями к квалификации, численному составу команды и обеспечению команды аудиторов информационными и иными материалами для качественного оказания услуг в процессе полевых и офисных аудитов; • подготовка планов аудитов клиентов, протоколов и иных форм документов на каждом этапе проведения сертификационных оценок в рамках аккредитованной программы по сертификации Органа по сертификации; • проведение сертификационных оценок в рамках первичного обучения с участием Органа по сертификации; • подготовка отчетов по результатам проведенных сертификационных оценок с использованием утвержденных форм; • перевод всех отчетов на английский язык в целях их передачи в Комитет по сертификации Органа по сертификации для выполнения функций по принятию соответствующих решений; • подготовка графика предварительных, основных и контрольных аудитов и его актуализация по мере необходимости; <p>- своевременно реагировать на запросы ОС с предоставлением запрашиваемых данных или информации по внедряемой программе на территории деятельности Кандидата в подрядчики;</p> <p>- не препятствовать осуществлению проверок со стороны ОС своей деятельности как удаленно (документальный контроль), так и в процессе планирования и проведения полевых инспекций со стороны ОС;</p> <p>- незамедлительно извещать ОС о всех изменениях, произошедших в процессе действия настоящего соглашения и связанных с необходимостью по-</p>	<p>quirements:</p> <ul style="list-style-type: none"> - maintenance of the CAB's certification program at high level (personnel training, introduction of methods and conditions of the functioning of the program in accordance with the requirements of certification system and the CAB), namely: <ul style="list-style-type: none"> • development, introduction and maintenance of the internal program based on the fulfillment of the requirements of certification program and the CAB; • organization and conduct negotiations with clients and/or potential clients; • use of record forms approved by the CAB (applications, contracts, minutes and other records); • collection and review of applications of certificate applicants; • preparation of commercial and other offers on each received application for provision of certification services, their storage and updating, if necessary; • signing contracts and agreements with clients on provision of certification services; • approval of the audit team membership to carry out audits in accordance with the requirements for qualification, number of members and provision of the audit team with information and other materials for quality services during field and office audits; • preparation of audit plans of clients, minutes of presence and other forms of documents at each stage of certification assessments under the accredited certification program of the CAB; • carrying out certification assessments in frame of initial training with the participation of CAB; • preparation of reports on findings of carried out certification assessments with the use of approved forms; • translation of all reports into English for the purpose of their submission to the Certification Committee of the CAB to perform functions on taking relevant decisions; • preparation of the schedule of preliminary, main and surveillance audits and its updating when necessary; - timely respond to the CAB's requests with the provision of requested data or information on the program being introduced within the territory of the Candidate's activities; - not to impede carrying out of periodic verification of its activities by the CAB remotely (desk review)
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<p>стоянного контроля программы сертификации со стороны ОС, а именно:</p> <ul style="list-style-type: none"> • изменение численного состава персонала Кандидата в подрядчики, непосредственно связанных с сертификационной программой; • изменение контактных данных и иной информации руководящего состава Кандидата в подрядчики; • возникновение спорных и иных ситуаций в рамках выполнения сертификационной программы; • обо всех известных или потенциальных ситуациях, связанных с нарушением конфиденциальности или беспристрастности Кандидата в подрядчики и его персонала при выполнении сертификационной программы; • иных случаях, которые могут отразиться на качестве сертификационной программы и/или свидетельствующие о ее нарушении или потенциальной возможности ее невыполнения. <p>Кандидат в подрядчики при осуществлении сертификационных процедур в рамках первичного обучения обязан указывать, что оказываемые им услуги неразрывно связаны с ОС.</p> <p>ОС в отношении любых его требований в части выполнения сертификационной программы, а также устранять все несоответствия, выявленные в ходе проведения внутренних аудитов со стороны ОС и/или аудитов со стороны ASI или сертификационной программы.</p> <p>3.5 Кандидат в подрядчики обеспечивает сохранность передаваемой ему документации, а также соблюдает полную конфиденциальность в отношении переданной и/или сообщенной ему Органом по сертификации, клиентами Органа по сертификации, представителями сертификационной системы или органом по аккредитации документации и/или информации.</p> <p>3.6. Кандидат в подрядчики обязан хранить все записи в отношении любого клиента, включая записи по проведению преддоговорных мероприятий с потенциальными клиентами, заявки, переписку по проведению аудитов и планы, и графики, протоколы и иную документацию согласно процедурам ОС. Вся указанная документация должна быть доступна постоянно в течение минимум 7 (семи) лет.</p> <p>3.7 Кандидат в подрядчики незамедлительно ставит в известность Орган по сертификации:</p> <ul style="list-style-type: none"> • об имевших место или предполагаемых случаях конфликта интересов в ходе оказания услуг с одновременной приостановкой своей работы; • о каких-либо случаях, которые могут поставить под угрозу аккредитацию ОС; • о случаях разглашения конфиденциальной 	<p>as well as during the planning process and field inspections on the part of the CAB;</p> <ul style="list-style-type: none"> - promptly inform the CAB about all changes occurred during the provision of services in frame of current Agreement and related to the need of permanent control of the certification program on the part of the CAB, namely: <ul style="list-style-type: none"> • change in the numerical composition of the Candidate's personnel directly associated with the certification program; • change in the contact details and other in • formation of the management personnel of the Candidate ; • emergence of disputable and other situations during the implementation of the certification program; • all known or potential situations related to the violation of confidentiality or impartiality of the Candidate and its personnel during the implementation of the certification program; • other cases which can reflect on the quality of the certification program and/or demonstrate its breach or potential failure to implement it. <p>in frame of initial training, the Candidate shall specify that services being provided by it are inseparably related to the accredited certification body.</p> <p>3.4 Within the specified timeframes, comply with all instructions of the CAB in relation to any of its requirements regarding the fulfillment of the certification program, and also correct all nonconformities identified during internal audits on the part of the CAB and/or audits on the part of ASI or certificated program.</p> <p>3.5 The Candidate safeguards documents handed over to it and observes full confidentiality in relation to documents and/or information transmitted and/or communicated to it by the CAB, clients of the CAB, representatives of the certification program or accreditation body.</p> <p>3.6 The Candidate is obliged to keep all records on each client, including ones related to the conduct of pre-contract activities with potential clients, applicants, correspondence on carrying out of audits, plans and schedules, minutes and other documents, according to the CAB's procedures. All specified documents shall be continuously available for at least 7 (seven) years.</p> <p>3.7 The Candidate promptly informs the CAB of the following:</p> <ul style="list-style-type: none"> • conflicts of interests, taken place or potential, during the provision of services, with the simultaneous suspension of its activities; • any cases which can pose a threat to the CAB's accreditation; • cases of disclosure of confidential information
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информации и/или попытках ее получения третьими лицами;

- о случаях давления на Кандидата в подрядчики со стороны заинтересованных лиц, в том числе клиентов и иных лиц в процессе оказания услуг;
- иных случаях попытки нарушения независимости или конфиденциальности в процессе его работы.

3.8 Кандидат в подрядчики обязан информировать ОС в течение 14 дней с момента проведения запланированных изменений, включая, но не ограничиваясь, изменениями в структуре собственности; правовом, коммерческом или организационном статусе; основном управленческом персонале; местонахождении.

Кандидат в подрядчики обязуется не оказывать клиентам консультации или иные услуги, которые могут быть расценены как советы по использованию тех или иных методик по выполнению требований сертификационной программы и/или Органа по сертификации для соответствия клиента указанным требованиям.

3.10 Кандидат в подрядчики своевременно и в полном объеме обязан оплачивать предусмотренные настоящим соглашением платежи, а также компенсировать понесенные ОС затраты в рамках действия настоящего соглашения.

4. Обязанности Органа по сертификации

4.1 ОС в рамках выполнения настоящего соглашения и в целях обеспечения внедрения программы по сертификации обязан:

4.1.1 Обеспечить Кандидата в подрядчики всеми необходимыми процедурами и формами записей, нормативными и иными обязательными документами, содержащими требования сертификационной программы.

4.1.2 Принять участие в адаптации системы менеджмента Кандидата в подрядчики под требования сертификационной программы.

4.1.3 Провести первичное обучение персонала Кандидата в подрядчики методам и процедурам работ в рамках сертификационной программы.

4.1.4 Принять участие в 3-4 аудитах клиентов Кандидата в подрядчики для присвоения квалификации Ведущего аудитора эксперту(ам) Кандидата в подрядчики.

4.1.5 Провести первичный внутренний аудит системы менеджмента и ресурсов Кандидата в подрядчики на соответствие применимым требованиям сертификационной программы и ОС.

5. Расходы и платежи

and/or attempts of its receipt by third parties;

- cases of pressure on the Candidate from the part of stakeholders, including clients and other parties during the provision of services;
- other cases of an attempt to violate independence or confidentiality during its activities.

3.8 The Candidate is obliged to inform the CAB within 14 days of carrying out of planned changes, including but not limited to changes in the ownership structure; legal, commercial, or organizational status; key management personnel; location.

3.9 During the work the Candidate obliges not to provide clients of the company with consulting or other services which can be regarded as advices on the use of any methods on the fulfillment of the requirements of the certification program and/or the CAB for the client's conformity to the specified requirements.

3.10 The Candidate is obliged to pay fees and charges as provided by this Agreement ones timely and in full, and also reimburse costs borne by the CAB under this Agreement.

4. Obligations of the CAB

4.1 As4.1 As part of implementing this Agreement and for the purpose of the provision of the introduction of the certification program, the CAB is obliged to:

4.1.4.1.1 Provide the Candidate with all required operational procedures and relevant forms of records, normative and other mandatory documents which include requirements for compliance of certification program.

4.1.2. Take part in adaptation of the Candidate's QMS according to the requirements of the certification program.

4.1.3 Conduct initial training of the Candidate's personnel on the methods and procedures of work within the CAB's certification program.

4.1.4 Participate in 3-4 joint audits of the Candidate's clients with the aim to assign qualification of Lead Auditor to the expert(s) of the Candidate.

5.1 Командировочные расходы Органа по сертификации, связанные с первичным обучением Кандидата в подрядчики, компенсируются Кандидатом в подрядчики на основании соответствующих счетов ОС.

5.1.1 Командировочные расходы включают в себя транспортные расходы по перемещению экспертов ОС из их места нахождения до офиса Кандидата в подрядчики / клиентов Кандидата в подрядчики и обратно, проживанию и питанию экспертов ОС на время нахождения у Кандидата в подрядчики.

5.2 По факту проведения первичного обучения и подписания договора подряда, Кандидат в подрядчики приобретает статус Подрядчика, получая при этом право сохранения всего дохода от сертификационной деятельности при условии уплаты Органу по сертификации сборов и компенсации затрат, связанных с данной деятельностью.

5.2.1 Величина сборов и затрат будет определяться в соответствующем договоре подряда и дополнительных соглашениях к нему.

5.3 Несвоевременная оплата, в том числе несвоевременная оплата, может привести к приостановке действия настоящего соглашения.

6. Конфликт интересов

8.1 Кандидат в подрядчики и его персонал должен соблюдать действующую политику Органа по сертификации по исключению и предотвращению конфликта интересов. Данная политика может периодически пересматриваться с целью учета изменений политики как Органа по сертификации, так и сертификационной программы.

7. Конфиденциальность

7.1. Вся документация, переданная Органом по сертификации Кандидату в подрядчики, а также подготовленная Кандидатом в подрядчики во исполнение настоящего соглашения, является собственностью ОС и не может быть использована Кандидатом в подрядчики в собственных целях.

Вся информация и документация, переданная органом по сертификации, его клиентами Кандидату в подрядчики, а также подготовленная им во исполнение настоящего соглашения, является конфиденциальной и может быть передана третьим лицам не иначе как с письменного согласия Органа по сертификации и/или его клиентов.

Информация считается конфиденциальной также и в случае, если Кандидат в подрядчики получит

4.1.5 Conduct internal audit of the Candidate's QMS under the compliance of all applicable requirements of both the certification program and the CAB.

5. Costs and payments

5.1 CAB's travel expenses on initial training of the Candidate are covered by the Candidate based on according invoices from the CAB.

5.1.1. Travel expenses includes return transport costs of CAB's experts from their location to the office of the Candidate / Clients of the Candidate, living and food costs of CAB's experts during its staying at the Candidate's location.

5.2 After holding initial training and signing a Contract of Subcontracting, the Candidate is getting the status of Subcontractor. It gets the right of receiving income from certification activity upon the payment conditions of fees and expenses connected with this activity to the CAB.

5.2.1 Amount of fees and expenses will be defined by the Contract of Subcontracting and additional Agreements to the Contract.

5.3 Noncompliance with the payment conditions, including delayed payment, may result in suspension of this Agreement.

6. Conflict of interests

Candidate and its personnel shall comply with the current policy of the CAB on avoiding and preventing a conflict of interests. This policy can be regularly revised in order to reflect changes of the policy of both the CAB and certification program.

7. Confidentiality

7.1. All documents handed over by the CAB to the Candidate as well as prepared by the Candidate in pursuance of this Agreement is the property of the CAB and cannot be used by the Candidate for its purposes.

All information and documentation handed over by the CAB or its clients to the Candidate, as well as

информацию от любого источника в связи с выполнением настоящего соглашения.

2. Любые документы, полученные от Органа по сертификации и сертификационной программы, которые не имеют четкого указания к публичному распространению, являются конфиденциальной информацией и не могут быть воспроизведены или опубликованы Кандидатом в подрядчики без предварительного письменного согласия ОС и/или его клиентов, и/или представителей сертификационной программы.

7.3. Кандидат в подрядчики гарантирует сохранение конфиденциальности всей информации, предоставленной ему в процессе работы, и обязуется не публиковать и не распространять ее иными способами без соответствующего на то согласия правообладателя такой информации.

7.4. Кандидат в подрядчики обязан и будет предпринимать все необходимые меры по защите полученных и/или ставших ему известными данных и информации от несанкционированного ее использования, а в случае обнаружения возможности для ее несанкционированного получения незамедлительно поставит об этом в известность ОС.

108. Срок действия

108.1 Настоящее соглашение вступает в силу с даты его составления и подписания обеими Сторонами.

108.2 Настоящее соглашение может быть в одностороннем порядке расторгнуто любой из Сторон при условии письменного уведомления, направленного другой Стороне соглашения не менее чем за 2 (Две) недели до предполагаемой даты его расторжения при отсутствии неурегулированных Сторонами взаимных требований и претензий в процессе исполнения настоящего соглашения.

108.3 Настоящее соглашение может быть расторгнуто в одностороннем порядке со стороны Органа по сертификации, если Кандидат в подрядчики не выполнит требования и не устранил несоответствия в установленный срок после получения соответствующего письменного уведомления.

108.4 В случае расторжения настоящего соглашения по причине неисполнения со стороны Кандидата в подрядчики обязательных требований Органа по сертификации и/или сертификационной программы все клиенты привлеченные Кандидатом в подрядчики в программу сертификации Органа по сертификации остаются клиентами Органа по сертификации.

8.5 Настоящее соглашение считается исполнен-

prepared by it in pursuance of this Agreement, is confidential and can only be transferred to third parties with the written consent of the CAB and/or its clients.

Information is also considered confidential if the Candidate will gain information from any source due to the execution of this Agreement.

7.2. Any documents received from the CAB and certification program, which do not have any clear indication to be publicly disseminated, are confidential information and cannot be duplicated or published by the Candidate without preliminary written consent of the CAB and/or its client, and/or representatives of the certification program.

7.3 The Candidate guarantees the preservation of confidentiality of all information provided to it during its work and obliges not to publish and disseminate it in any ways without relevant consent of the rightholder of this information.

7.4 The Candidate is obliged and will take all measures required on the protection of data and information it has received and/or has become aware of from its unauthorized use, and will immediately inform the CAB in case of the detection of the possibility for its unauthorized obtainment.

8. Duration

8.1 This Agreement becomes effective from the date of its preparation and signing by both Parties.

8.2 This Agreement can be terminated unilaterally by any of the Parties upon the condition of the written notice sent to the other Party of this Agreement not less than 2 (two) weeks prior to the proposed date of its termination in the absence of the mutual claims and complaints unsettled by the Parties during the implementation of this Agreement.

8.3 This Agreement can be terminated unilaterally by the CAB if the Candidate will not fulfill the requirements and correct nonconformities within the established timeframe after receipt of relevant written notice.

8.4 In case of the termination of this Agreement due to the nonfulfillment of mandatory requirements of the CAB and/or certification program by the Candidate, all clients attracted by the Candidate to the CAB's certifi-

ным после окончания первичного обучения Кандидата в подрядчики, о чем свидетельствует соответствующее решение Органа по сертификации и подписание Сторонами соответствующего договора подряда с присвоением Кандидату в подрядчики официального статуса Подрядчика.

119. Заключительные положения

119.1. Стороны несут ответственность за ненадлежащее исполнение настоящего соглашения в соответствии с нормами и правилами законодательства РФ.

119.2 Условия соглашения носят конфиденциальный характер и разглашению не подлежат.

119.3 Условия соглашения имеют обязательную силу для Сторон с момента его заключения сторонами. Все изменения и дополнения к соглашению оформляются двусторонним письменным соглашением.

119.4. Все споры и разногласия относительно содержания соглашения, его действительности и исполнимости, а также иные споры и разногласия, которые могут возникнуть из соглашения или в связи с ним, Стороны решают путем переговоров.

Указанные споры и разногласия будут рассматриваться по законодательству Российской Федерации и на территории Российской Федерации.

119.5 Соглашение составлено в двух экземплярах, имеющих одинаковую юридическую силу, один из которых хранится у Органа по сертификации, а другой – у Кандидата в подрядчики.

Адреса и банковские реквизиты Сторон

Заказчик Орган по сертификации

ООО «Лесная сертификация»

Юридический адрес:

Почтовый адрес:

Тел./факс

Email: director@fcert.ru

Банковские реквизиты ОС:

Реквизиты банка-посредника:

Директор

_____/ФИО/

cation program remain clients of the CAB.

8.5. This Agreement is executed when initial training of the Candidate is effectively done and it's proven by the conclusion of the CAB and when the Contract of Subcontracting is signed by the both Parties with gaining official status of the Candidate as a Subcontractor.

9. Final provisions

9.1 The Parties bear responsibility for the improper execution of this Agreement in accordance to the norms and regulations of the legislation of the Russian Federation.

19.2 The provisions of the Agreement are confidential and shall not be disclosed.

9.3 The provisions of the Agreement are binding upon the Parties from the date of its conclusion. All amendments and addendums to the Agreement are formalized by the bilateral written agreement.

9.4 All disputes and disagreements related to the content of the Agreement, its validity and enforceability, as well as other disputes and disagreements which can result from the Agreement or due to it, are settled by the Parties through negotiations.

The specified disputes and disagreements will be dealt with under the legislation of the Russian Federation and on the territory of the Russian Federation.

9.5 The Agreement has been drawn up in two copies of equal legal effect, one of which is kept by the CAB and the other one by the Candidate .

Addresses and bank details of the Parties

The CAB

**FOREST
CERTIFICATION, LLC**

Legal address:

Correspondence address:

Phone/fax:

E-mail: director@fcert.ru

Customer's CAB's bank details:

Intermediary Banking details:

«___» _____ 20__ г.

ПодрядчикКандидат в подрядчики

Guardian Independence Certification Limited _____

Адрес:

Почтовый адрес:

Телефон:

Факс:

E-mail:

Банковские реквизиты Кандидата в подрядчики:

_____ / ФИО /

_____ 20__ г.

Director

_____ /N.P.S/

«___» _____ 20__

Contractor The Candidate

Address:

Correspondence address:

Phone:

Fax:

E-mail:

Candidate's bank details:

_____ / N.P.S /

_____ 20__

**Annex D
(recommended)**

Template for checklist for internal office audit of subcontractor on compliance to QMS

**Checklist
for internal office audit of subcontractor on compliance to QMS № _____**

Name of subcontractor	
Country	
Address	
Phone	
E-mail	
Director of subcontractor	
Date and time of audit	
Auditor's team leader	

№	Normative document	Content of normative document (c.)	Evaluated activity	Evaluated documents of subcontractor (developed by FC)	Evaluated documents of subcontractor (developed by subcontractor), Comments	Major Condition / Condition/ Observation, Comments
1	2	3	4	5	6	7
1	ISO/IEC 17065:2012 c. 4.1	c. 4.1 Legal and contract issues	<ul style="list-style-type: none"> - <i>Legal responsibility;</i> - <i>Contracts for certification;</i> - <i>Certification and trademark usage.</i> 			
	ISO/IEC 17021:2011 c. 4.4, 5.1	c. 4.4 Responsibility; c. 5.1 Particular qualities of legislation and contracts				

	FSC-STD-20-001 (V4-0), c. 1.2-1.3	1.2. Legal and contract relationship 1.3. FSC Trademarks and its promotion				
2	ISO/IEC 17065:2012 c. 4.2, 5.2	c. 4.2 Management of impartiality; c. 5.2 Arrangement of impartiality compliance	- <i>Management of impartiality;</i> - <i>Work of Committee of impartiality compliance.</i>			
	ISO/IEC 17021:2011 c. 4.2, 6.2	c. 4.2 Impartiality; c. 6.2 Committee of impartiality compliance				
	FSC-STD-20-001 (V4-0), c. 1.5	c. 1.5 Impartiality				
3	ISO/IEC 17065:2012 c. 4.3	c. 4.3 Commitment and financing	- <i>Financial stability of subcontractor for financial business commitments</i> - <i>Resources required for the business activity</i>			
	ISO/IEC 17021:2011 c. 5.3	c. 5.3 Material liability and financing				
	FSC-STD-20-001 (V4-0), c. 1.6	c. 1.6 Commitment and financing				
4	ISO/IEC 17065:2012 c. 4.4	c. 4.4 Discrimination exclusion	- <i>Politics and Procedures that implies exclusion of discrimination</i> - <i>Reachable access for all the applicants to the services (in frame of company's activity)</i>			
	ISO/IEC 17021:2011 c. 4.5	c. 4.5 Transparency				
	FSC-STD-20-001 (V4-0) c. 1.7	c. 1.7 Condition for non-discrimination				
5	ISO/IEC 17065:2012 c. 4.5	c. 4.5 Confidentiality	- <i>Provision confidentiality of information from the client.</i>			
	ISO/IEC 17021:2011 c. 4.6, 8.5	c. 4.6 Confidentiality; c. 8.5 Confidentiality				

	FSC-STD-20-001 (V4-0), c. 1.8	c. 1.8 Confidentiality				
6	ISO/IEC 17065:2012 c. 4.6	c. 4.6 Publicly available information	<p>- Supporting (by publications using web technologies and other means) and provision under request following:</p> <p>a) information (or its reference) about scheme(s) of certification including procedure of assessment, rules and procedures of issuing certificate, any changes in the scope of certification, suspension, termination or refusal of certificate.</p> <p>b) information about financing of the certification body activity, common information about certification fees for applicants and clients;</p> <p>c) information of rights and obligations of the applicants and clients, including requirements of sanctions and limitations of using name of certification body and certification mark, and also means of mentioning of issued certification documents;</p> <p>d) publicly available procedures of appeals and complains.</p>			
	ISO/IEC 17021:2011 c. 8.1	c. 8.1 Information in free access				
	FSC-STD-20-001 (V4-0), c. 1.10	c. 1.10 Publicly available information				
7	ISO/IEC 17065:2012 c. 5.1	c. 5.1 Organizational structure and top management	<p>- Structure and management in certification activity;</p> <p>- Appointment of the Committee, group or person for distribution</p>			
	ISO/IEC 17021:2011 c.	c. 6.1 Organizational structure and top management				

	6.1		<i>responsibilities.</i>			
	FSC-STD-20-001 (V4-0) c. 2.1	c. 2.1 Organizational staff structure				
8	ISO/IEC 17065:2012 c. 6	c. 6 Resources requirements	<ul style="list-style-type: none"> - <i>Competence and qualification, staff attestation;</i> - <i>Agreement or labour contract with staff;</i> - <i>Outsourcing.</i> 			
	ISO/IEC 17021:2011 c. 7	c. 7 Resources requirements				
	FSC-STD-20-001 (V4-0) c. 3	c. 3 Resources requirements				
9	ISO/IEC 17065:2012 c. 7, ISO/IEC 17021:2011 c. 9, FSC-STD-20-001 (V4-0) c. 4	<i>Requirements to the process</i>				
9.1	ISO/IEC 17065:2012 c. 7.1-7.3	c. 7.1 General conditions; c. 7.2 Application; c. 7.3 Analysis of application	<ul style="list-style-type: none"> - <i>Getting and analysis of applications for certification;</i> - <i>Provision of sufficient required information from the client.</i> 			
	ISO/IEC 17021:2011 c. 9.2.1-9.2.2	п. 9.2.1 Application; п. 9.2.2 Analysis of application				
	FSC-STD-20-001 (V4-0) c. 4.1-4.2	c. 4.1 Application for certification; c. 4.2 Application review				
9.2	ISO/IEC 17065:2012 c. 7.4	c. 7.4 Assessment	<ul style="list-style-type: none"> - <i>Program of audit;</i> - <i>Plan of audit,</i> - <i>Appointment of auditor team and defining its responsibilities,</i> - <i>Duration of audit,</i> - <i>Selective audit of producing sites,</i> - <i>Provision information about tasks of auditor team,</i> - <i>Provision information about</i> 			
	ISO/IEC 17021:2011 c. 9.1, 9.2.3	c. 9.1 General requirements to the process; c. 9.2.3 Primary certification process				
	FSC-STD-20-001 (V4-0) c. 4.3	c. 4.3 Audit				

			<i>members of auditor team,</i> <i>- Provision information about plan of audit,</i> <i>- Holding audits,</i> <i>- Reports,</i> <i>- Analysis reasons of nonconformities,</i> <i>- Results of corrective actions,</i> <i>- Additional audits.</i>			
9.3	ISO/IEC 17065:2012 c. 7.5	c. 7.5 Analysis of data	<i>- Provision information for staff for analysis of information, connected with assessment;</i> <i>- Recommendations for decision making in terms of certification</i>			
	ISO/IEC 17021:2011 c. 9.1.15, c 9.2.5	c. 9.1.15 Actions done before decision making; c. 9.2.5 Necessary information before decision making of primary certification				
	FSC-STD-20-001 (V4-0) c. 4.4	c. 4.4 Review of audit process				
9.4	ISO/IEC 17065:2012 c. 7.6	c. 7.6 Certification decision;	<i>- Getting information about certification decision</i>			
	ISO/IEC 17021:2011 c. 9.1.14	c. 9.1.14 Certification decision;				
	FSC-STD-20-001 (V4-0) c. 4.5	c. 4.5 Certification decision;				
9.5	ISO/IEC 17065:2012 c. 7.7	c. 7.7 Documents of the results of certification	<i>- Issuing certificate information</i>			
	ISO/IEC 17021:2011 c. 8.2, 8.4	c. 8.2 Certification documents; c.8.4 Reference to certificate and usage of compliance marks				
	FSC-STD-20-001 (V4-0)	c. 4.6 Certification status registration and issuing of certificate				

	c. 4.6					
9.6	ISO/IEC 17065:2012 c. 7.8	c. 7.8 Register of certified products	<i>- Information about inclusion client in the register of certified clients</i>			
	ISO/IEC 17021:2011 c. 8.3	c. 8.3 Register of certified clients				
	FSC-STD-20-001 (V4-0) c. 4.6	c. 4.6 Registration of certification status and issue of certificate				
10	ISO/IEC 17065:2012 c. 7.9	c. 7.9 Inspection control	<i>- Inspection control activity</i>			
	ISO/IEC 17021:2011 c. 9.3	c. 9.3 Inspection control activity				
	FSC-STD-20-001 (V4-0) c. 4.7	c. 4.7 Surveillance audits				
11	ISO/IEC 17065:2012 c. 7.10, 7.11	c. 7.10 Changes that influence on certification; c. 7.11 Suspension, refusal or termination of certification	<i>- Information about changes that influence on certification; - Information about suspension, termination or reduction the scope of certification.</i>			
	ISO/IEC 17021:2011 c. 9.6	c. 9.6 Suspension, termination of certificate or reduction the scope of certification				
	FSC-STD-20-001 (V4-0) c. 4.8	c. 4.8 Changes that influence on certification				
12	ISO/IEC 17021:2011 c. 9.4	c. 9.4 Recertification	<i>- Recertification activity.</i>			
13	ISO/IEC 17065:2012 c. 7.13	c. 7.13 Complains and appeals	<i>- Process of getting, evaluating and decision making in terms of complains and appeals.</i>			
	ISO/IEC 17021:2011 c.	c. 9.7 Appeals; c. 9.8 Complains				

	9.7-9.8					
	FSC-STD-20-001 (V4-0) c. 1.9	c. 1.9 Complains and appeals				
14	ISO/IEC 17065:2012 c. 8, ISO/IEC 17021:2011 c. 10, FSC-STD-20-001 (V4-0) c. 2		<i>Requirements to QMS</i>			
14.1	ISO/IEC 17065:2012 c. 8.2	c. 8.2 Management system of quality documentation	<i>- General documentation of management system of quality</i>			
	ISO/IEC 17021:2011 c. 10.3.1, 10.3.2	c. 10.3.1 General conditions; c. 10.3.2 Guidelines for MCS				
	FSC-STD-20-001 (V4-0) c. 2.2	c. 2.2 System of administrative management documentation				
14.2	ISO/IEC 17065:2012 c. 8.3	c. 8.3 Documentation management	<i>- Adequacy approval of the documents before its issuing; - Analysis and actualisation of the documents (when necessary) and its secondary approval; - Identification of changes and status of documents review; - Updated versions of the documents; - Storage of documents and its simple identification; - Identification of external documents and its location in a system of documentation; - Prevention of unintentional usage of invalid documents and identification of such documents left for certain aim.</i>			
	ISO/IEC 17021:2011 c. 10.3.3	c. 10.3.3 Documentation management				
	FSC-STD-20-001 (V4-0) c. 2.3	c. 2.3 Documentation control				
14.3	ISO/IEC 17065:2012 c. 8.4; c. 7.12	c. 8.4 Recordings management; c. 7.12 Recordings	<i>- Recordings of staff (education, qualification, trainings, staff evaluation); - Recordings of certification pro-</i>			
	ISO/IEC 17021:2011 c.	c. 10.3.3 Recordings manage-				

	10.3.4, 7.4, 9.9	ment, c. 7.4 Recordings of staff, c. 9.9 Recordings of applicants and clients	cess; - Availability of recordings; - Identification of recordings; - Correlating of recordings tem- plate to the normative documen- tation; - Registration and storage of recordings on paper and elec- tronic mediums; - System of fast searching docu- ments of subcontractor.			
	FSC-STD-20-001 (V4-0) c. 2.4	c. 2.4 Recordings				
14.4	ISO/IEC 17065:2012 c. 8.5	c. 8.5 Management review	- Holding management review, - Input, output data for analysis; - Reaching aims in terms of qual- ity			
	ISO/IEC 17021:2011 c. 10.3.5	c. 10.3.5 Management review				
	FSC-STD-20-001 (V4-0) c. 2.6	п. 2.6 Management system review				
14.5	ISO/IEC 17065:2012 c. 8.6	c. 8.6 Internal audits	- Recordings of planning and holding of internal audits of sub- contractors.			
	ISO/IEC 17021:2011 c. 10.3.6	c. 10.3.6 Internal audits				
	FSC-STD-20-001 (V4-0) c. 2.5	c. 2.5 Internal audits				
14.6	ISO/IEC 17065:2012 c. 8.7-8.8	c. 8.7 Corrective actions c. 8.8 Preventive actions	Recordings at: - NC detection; - finding reasons of NC; - correction of NC; - preventive actions of NC that allows do not repeat the same			
	ISO/IEC 17021:2011 c. 10.3.7-10.3.8	c. 10.3.7 Corrective actions c. 10.3.8 Preventive actions				

	FSC-STD-20-001 (V4-0) c. 2.7	c. 2.7 Corrective actions and preventive actions of certification body	<i>NC in future;</i> - <i>timely defining and introducing of required actions;</i> - <i>registration of the results of actions;</i> - <i>results analysis of corrective and preventive actions.</i>			
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Annex E
(recommended)

Template of certification agreement with subcontractor under FSC certification scheme

Договор подряда № ____	Contractor Agreement № ____
Россия, г. Москва _____ 20__ г.	Moscow, Russia _____ 20___.___.
<p>Общество с ограниченной ответственностью «_____» (наименование), аккредитованная _____ (наименование органа по аккредитации) на право проведения сертификации по системе ____, именуемое в дальнейшем «Заказчик», в лице директора _____ (Ф.И.О.), действующего на основании Устава с одной стороны, и Общество с ограниченной ответственностью «_____», именуемое в дальнейшем «Подрядчик», в лице директора _____ (Ф.И.О.) с другой стороны, далее вместе именуемые Стороны, заключили настоящий договор о нижеследующем.</p>	<p>Limited liability company «_____» (name) accredited by _____ (name the certification body) to carry out certification under the _____ system, further on referred to as «The Customer», represented by Director _____ (S.N.P.), acting on behalf of the Statutes on one side, and Limited liability company «_____» (name), further on referred to as «The Contractor», represented by Director _____ (S.N.P.), on the other side, further on jointly referred to as Parties, have signed this Agreement upon the following.</p>
1. Предмет договора	1. Subject of the Agreement
<p>1.1 Настоящим договором Стороны определили условия, в соответствии с которыми Заказчик передает, а Подрядчик приобретает право оказывать услуги, предусмотренные настоящим договором в рамках аккредитованной ASI программы Заказчика по сертификации цепочки поставок (CoC) и контролируемой древесины (CW) по системе FSC.</p> <p>1.2 Настоящий договор регламентирует представление услуг Подрядчиком всем заинтересованным в FSC сертификации лицам (претендентам на сертификат и/или держателям FSC сертификатов и/или иным лицам).</p> <p>1.3. Подрядчик вправе оказывать услуги согласно настоящему договору заинтересованным в сертификации по системе FSC лицам в следующих территориальных границах (территория распространения соглашения): _____.</p> <p>1.4. Комплекс сертификационных услуг, оказываемых Подрядчиком заинтересованным в сертификации лицам, включает все возможные процедуры в рамках аккредитованной программы сертификации Заказчика, за исключением следующих:</p> <ul style="list-style-type: none">- выдача, повторная выдача, продление, приостановка, отзыв сертификата;- присвоение кодов сертификатов и внесение данных о сертификации в международную базу FSC;- утверждение права на использование товарных знаков держателями сертификатов как на продукции, так и в рекламных и иных целях «вне продукции», до прохождения официального обучения со стороны FSC.	<p>1.1 By this Agreement the Parties have determined the conditions according to which the Customer transfers and the Contractor acquires the right to provide services stipulated by this Agreement within the framework of the ASI accredited program of the Customer on chain of custody (CoC) and controlled wood (CW) certification under the FSC system.</p> <p>1.2 This Agreement regulates the provision of services by the Contractor to all parties interested in FSC certification (FSC certificate applicants and/or holders and/or other parties).</p> <p>1.3 In accordance with this Agreement the Contractor has the right to provide services to parties interested in certification under the FSC system within the following territorial boundaries (coverage area of the Agreement): _____.</p> <p>1.4 The package of certification services to be provided to parties interested in certification by the Contractor includes all possible procedures under the accredited certification system of the Customer, except for:</p> <ul style="list-style-type: none">- issue, re-issue, prolongation, suspension, withdrawal of the certificate;- assignment of certificate codes and entry of data about certification into the FSC international base;- approval of the right for certificate holders to use trademarks on products as well as for promotional and other purposes off products, until FSC official training is taken. <p>1.5 The Parties are aware that the surveillance audit of the Customer can be carried out by ASI immediately upon notification of FSC by the Customer of the conclusion of this</p>

1.5. Стороны осведомлены о возможности проведения надзорного аудита Подрядчика со стороны ASI непосредственно по факту уведомления FSC со стороны Заказчика о заключении настоящего договора с Подрядчиком. При этом расходы по проведению такой оценки Стороны несут в равных долях.

1.6. Вся ответственность за деятельность Подрядчика в рамках аккредитованной программы по сертификации лежит на Заказчике как владельце и управляющем собственной аккредитованной программой сертификации по системе FSC.

2. Условия передачи прав.

2.1 До надления Подрядчика правами оказывать услуги по проведению сертификационных мероприятий последний обязан соответствовать следующим требованиям Заказчика, что подтверждается подписанием со стороны Заказчика настоящего договора:

2.1.1. Подтвердить обладание достаточной ресурсной базой, технической и иной материальной оснащенностью, включая, но не ограничиваясь следующим:

- наличие квалифицированного и компетентного персонала, привлекаемого для оказания услуг в рамках настоящего договора, квалификации и компетенции которого достаточно для оказания услуг, которые соответствуют требованиям Заказчика, изложенными в «Требованиях к персоналу ООО «_____» (наименование), участвующему в сертификационном процессе» и соответствующих стандартах, политиках, требованиях и иных нормативных документах FSC;

- наличие технической оснащенности, позволяющей осуществлять постоянное ведение и актуализацию записей в рамках программы по сертификации, доступ к которой предоставлен Подрядчику со стороны Заказчика 24 часа в сутки (доступ к серверу Заказчика);

- достаточными материальными ресурсами для возможности обучения персонала, привлекаемого к оказанию услуг в рамках настоящего договора, аккредитованной ASI программе Заказчика, а также для последующего поддержания высокого уровня оказания услуг с соблюдением требований Заказчика.

2.1.2 Подрядчик самостоятельно несет все расходы, связанные с обучением своего персонала применимым требованиям FSC и Заказчика, обеспечением выполнения аккредитованной программы по сертификации Заказчика, включая, но не ограничиваясь следующим:

- расходы по обеспечению технической и ресурсной базы;

- оплата всех расходов и издержек Заказчика по обучению персонала Подрядчика, включая командировочные;

- оплата и/или компенсация Заказчику всех расходов, связанных с мониторингом выполнения Подрядчиком

Agreement with the Contractor. At that, the Parties bear costs of such an assessment in equal shares.

1.6 The Customer is fully responsible for the Contactor's activities within the accredited certification system as an owner and manager of the own FSC accredited certification system.

2. Conditions of transfer of rights.

2.1 Before being vested with the rights to provide certification services, the Contractor is obliged to comply with the following requirements of the Customer, which is confirmed by the signing of this Agreement by the Customer:

2.1.1 To confirm possession of sufficient resource base, technical and other material equipment, including but not limited to the following:

- availability of qualified and competent personnel to be involved in providing services upon this Agreement, having qualification and competence enough to provide services, complying with the requirements of the Customer as outlined in "The requirements for personnel of _____ (name) LLC participating in the certification process" and relevant standards, policies, requirements and other FSC normative documents;

- availability of technical equipment that allows continuous monitoring and updating of records under the certification program access to which is granted to the Contractor by the Customer 24 hours a day (access to the Customer's server);

- material resources enough for training of personnel, involved in providing services under this Agreement, on the ASI accredited program of the Customer, as well as for subsequent maintenance of the high level provision of services in accordance with the requirements of the Customer.

2.1.2 The Contractor bears all costs related to training of its personnel on applicable requirements of FSC and the Customer, provision of the fulfillment of the accredited certification program of the Customer, including but not limited to the following:

- costs for the provision of the technical and resource base;

- payment of all costs and expenses of the Customer on training of personnel of the Contractor, including travel expenses;

- payment and/or reimbursement of all costs to the Customer as related to monitoring of the implementation of the certification program by the Contractor (internal field audits of the Contractor's office and field evaluations of the fulfillment of the requirements of the certification system by the Contractor within the territory of its introduction, assessment

<p>программы по сертификации (внутренние полевые аудиты офиса Подрядчика и полевые оценки выполнения Подрядчиком требований аккредитованной системы сертификации на территории ее внедрения, оценка офиса Подрядчика со стороны ASI, осуществляемая в рамках контроля Заказчика со стороны FSC);</p> <ul style="list-style-type: none"> - переводы всех требований FSC на язык, являющийся государственным на территории оказания услуг Подрядчиком в рамках настоящего договора; - оплата всех сборов и платежей, договоренность о которых была или будет достигнута между Заказчиком и Подрядчиком в ходе исполнения настоящего договора; - своевременная и в полном объеме выплата AAF за каждого держателя сертификата, выданного Заказчиком клиенту Подрядчика; - своевременная оплата иных платежей, а также иных компенсаций, обоснованное требование в отношении которых было заявлено Заказчиком. <p>2.2. Подрядчик гарантирует соответствие своего персонала, как действующего, так и привлекаемого в последующем для оказания услуг клиентам в рамках настоящего договора, квалификации и компетенции, достаточной для оказания услуг, которые соответствуют требованиям Заказчика, изложенным в «Требованиях к персоналу ООО « _____ » (наименование), участвующему в сертификационном процессе» и соответствующих стандартах, политиках, требованиях и иных нормативных документах FSC и Заказчика.</p> <p>2.3. Подрядчик передаст, а также будет в дальнейшем предоставлять Заказчику все копии документации, которая по мнению Заказчика будет считаться подтверждением соответствия компетенции персонала Подрядчика требованиям аккредитованной программы по сертификации.</p> <p>2.4. Подрядчик несет перед Заказчиком ответственность за постоянное соответствие существующим положениям, политикам, стандартам и иным нормативным документам FSC и Заказчика на протяжении всей деятельности в рамках исполнения настоящего договора, включая, но не ограничиваясь требованиями о приверженности принципам и политикам FSC, беспристрастности и независимости при осуществлении сертификационных процедур, гарантирующих исключение конфликта интересов.</p> <p>2.5. Подрядчик не в праве делать какие-либо заявления относительно статуса Подрядчика как аккредитованного органа по сертификации в системе FSC, а равно делать заявления, которые прямо или косвенно могут быть расценены как свидетельства того, что Подрядчик имеет соответствующую аккредитацию.</p> <p>2.6. Подрядчик не вправе без соответствующего письменного согласования Заказчика и полученного официального разрешения FSC, использовать логотип и товарные знаки FSC.</p>	<p>of the Contractor's office by ASI carried out within the framework of the surveillance of the Customer on the part of FSC);</p> <ul style="list-style-type: none"> - translations of all FSC requirements into a language which is official within the territory of the provision of services by the Contractor under this Agreement; - payment of all fees and charges that have been or will be agreed upon between the Customer and Contractor during the implementation of this Agreement; - timely and full payment of AAF for each certificate holder issued by the Customer to the Contractor's client; - timely payment of other charges as well as other remunerations reasonably claimed by the Customer. <p>2.2 The Contractor guarantees that its personnel, both current and subsequently involved in providing services to clients under this Agreement, complies with qualification and competence enough to provide services that conform to the Customer's requirements as outlined in "The requirements for personnel of _____(name) LLC participating in the certification process" and relevant standards, policies, requirements and other normative documents of FSC and the Customer.</p> <p>2.3 The Contractor will hand over all copies of documents which the Customer will consider as confirming the conformity of competence of the Contractor's personnel to the requirements of the accredited certification program, and will do it from now forth.</p> <p>2.4 The Contractor is responsible to the Customer for continuous conformity to the existing regulations, policies, standards and other normative documents of FSC and the Customer during the whole period of its activities as part of the implementation of this Agreement, including but not limited to the requirements for the commitment to the FSC principles and policies, impartiality and independence in carrying out certification procedures which guarantee the avoidance of the conflict of interests.</p> <p>2.5 The Contractor does not have the right to make any statements regarding the status of the Contractor as an accredited certification body in the FSC system, as well as make statements which can be viewed, directly or indirectly, as evidence that the Contractor has relevant accreditation.</p> <p>2.6 The Contractor does not have the right to use the FSC logo and trademarks without relevant written agreement of the Customer and received FSC official approval.</p>
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3. Обязанности Подрядчика

3.1. Подрядчик в рамках выполнения настоящего договора обязан:

3.1.1 Оказывать услуги неопределенному кругу клиентов или потенциальным клиентам (заявителям) на территории действия программы, выразившим намерение и/или заинтересованность в получении соответствующих услуг органа по сертификации ООО «_____» (наименование).

3.1.2 Осуществлять самостоятельно торговую, маркетинговую и иную деятельность в отношении услуг, предлагаемых в соответствии с настоящим договором.

3.1.3 Не передавать права и обязанности иным лицам осуществлять деятельность в рамках сертификационной программы Заказчика. Данное требование не распространяется на привлечение аудиторов и/или иного технического и экспертного персонала – физических лиц, не являющихся штатными сотрудниками Подрядчика, по договорам подряда для выполнения сертификации.

3.1.4 Проводить весь комплекс услуг по FSC сертификации цепочки поставок, что включает в себя следующие требования:

- поддержание на высоком уровне программы по сертификации Заказчика (обучение персонала, внедрение методов и условий функционирования программы в соответствии с требованиями FSC и Заказчика), а именно:

- разработка, внедрение и поддержание внутренней программы, основанной на выполнении требований FSC и Заказчика;
- организация и проведение переговоров с клиентами и/или потенциальными клиентами;
- применение утвержденных Заказчиком форм записей (заявки, договоры, протоколы и иные записи).
- сбор и анализ заявок претендентов на сертификацию;
- подготовка коммерческих и иных предложений по каждой поступившей заявке на оказание сертификационных услуг, их хранение и актуализацию при необходимости;
- заключение договоров и соглашений с клиентами на оказание услуг по сертификации;
- утверждение состава аудиторской команды для проведения аудитов в соответствии с требованиями к квалификации, численному составу команды и обеспечению команды аудиторов информационными и иными материалами для качественного оказания услуг в процессе полевых и офисных аудитов;
- подготовка планов аудитов клиентов, протоколов и иных форм документов на каждом этапе проведения сертификационных оценок в рамках аккредитованной программы по сертификации Заказчика;

3. Obligations of the Contractor

3.1 Within the framework of the implementation of this Agreement the Contractor is obliged to:

3.1.1 Provide services to an indefinite range of clients or potential clients (applicants) expressed the intention and/or interest in receiving relevant services of the certification body _____ (name) LLC within the validity area of the program.

3.1.2 Independently perform trading, marketing and other activities in relation to services offered in accordance with this Agreement.

3.1.3 Not to transfer rights and obligations to other parties to perform activities under the certification program of the Customer. This requirement does not cover the involvement of auditors and/or other technical and expert personnel – individuals who are not staff employees of the Contractor, under the contractor agreements to carry out certification.

3.1.4 Provide the whole package of services on FSC chain of custody certification, which includes the following requirements:

- maintenance of the Customer's certification program at high level (personnel training, introduction of methods and conditions of the functioning of the program in accordance with the requirements of FSC and the Customer), namely:

- development, introduction and maintenance of the internal program based on the fulfillment of the requirements of FSC and the Customer;
- organization and conduct of negotiations with clients and/or potential clients;
- use of record forms approved by the Customer (applications, contracts, minutes and other records);
- collection and review of applications of certificate applicants;
- preparation of commercial and other offers on each received application for provision of certification services, their storage and updating, if necessary;
- conclusion of contracts and agreements with clients on provision of certification services;
- approval of the audit team membership to carry out audits in accordance with the requirements for qualification, number of members and provision of the audit team with information and other materials for quality services during field and office audits;
- preparation of audit plans of clients, minutes and other forms of documents on each stage of certification assessments under the accredited certification program of the Customer;
- carrying out certification assessments;
- preparation of reports on findings of carried out certification assessments with the use of approved forms, internal reviewing of reports by peer reviewers who have not

<ul style="list-style-type: none"> • проведение сертификационных оценок; • подготовка отчетов по результатам проведенных сертификационных оценок с использованием утвержденных форм, внутреннее рецензирование отчетов со стороны независимых экспертов, не принимавших участие в сертификационных оценках; • перевод всех отчетов на английский язык в целях их передачи в Комитет по сертификации органа по сертификации для выполнения функций по принятию соответствующих решений; • подготовка графика предварительных, основных и контрольных проверок и его актуализация по мере необходимости; <p>- обеспечение постоянного доступа к формам документов, отчетов, записей персонала Заказчика для осуществления контроля своевременности и правильности ведения записей, что обеспечивается предоставлением Подрядчику доступа на сервер Заказчика для хранения подготовленных документов и записей;</p> <p>- своевременно реагировать на запросы Заказчика с предоставлением запрашиваемых данных или информации по внедряемой программе на территории деятельности Подрядчика;</p> <p>- не препятствовать осуществлению периодических проверок со стороны Заказчика своей деятельности как удаленно (документальный контроль), так и в процессе планирования и проведения полевых инспекций со стороны Заказчика;</p> <p>- незамедлительно извещать Заказчика о всех изменениях, произошедших в процессе оказания услуг и связанных с необходимостью постоянного контроля программы сертификации со стороны Заказчика, а именно:</p> <ul style="list-style-type: none"> • изменение численного состава персонала компании, непосредственно связанных с сертификационной программой; • изменение контактных данных и иной информации руководящего состава Подрядчика; • возникновение спорных и иных ситуаций в рамках выполнения сертификационной программы; • обо всех известных или потенциальных ситуациях, связанных с нарушением конфиденциальности или беспристрастности Подрядчика и его персонала при выполнении сертификационной программы; • иных случаях, которые могут отразиться на качестве сертификационной программы и/или свидетельствующие о ее нарушении или потенциальной возможности ее невыполнения. <p>3.3. Подрядчик при осуществлении сертификационных процедур, а также при заключении договоров и/или соглашений в рамках выполнения настоящего договора обязан указывать, что оказываемые услуги Подрядчика неразрывно связаны с аккредитованным органом по сертификации – ООО «_____» (наименование).</p>	<p>participated in certification assessments;</p> <ul style="list-style-type: none"> • translation of all reports into English for the purpose of their submission to the Certification Committee of the certification body to perform functions on taking relevant decisions; • preparation of the schedule of preliminary, main and surveillance verifications and its updating when necessary; <p>- provision of continuous access to the forms of documents, reports, records of the Customer’s personnel in order to perform control of timely and correct record keeping, which is provided by granting access to the Contractor to the Customer’s server for storage of prepared documents and records;</p> <p>- timely respond to the Customer’s requests with the provision of requested data or information on the program being introduced within the territory of the Contractor’s activities;</p> <p>- not to impede carrying out of periodic verification of its activities by the Customer remotely (desk review) as well as during the planning process and field inspections on the part of the Customer;</p> <p>- promptly inform the Customer about all changes occurred during the provision of services and related to the need of permanent control of the certification program on the part of the Customer, namely:</p> <ul style="list-style-type: none"> • change in the numerical composition of the company’s personnel directly associated with the certification program; • change in the contact details and other information of the management personnel of the Contractor; • emergence of disputable and other situations during the implementation of the certification program; • all known or potential situations related to the violation of confidentiality or impartiality of the Contractor and its personnel during the implementation of the certification program; • other cases which can reflect on the quality of the certification program and/or demonstrate its breach or potential failure to implement it. <p>3.3 When implementing certification procedures as well as concluding contracts and/or agreements as part of the fulfillment of this Agreement, the Contractor shall specify that services being provided by the Contractor are inseparably related to the accredited certification body – _____ (name) LLC.</p> <p>3.4 Within the specified timeframes, comply with all instructions of the Customer in relation to its any requirements regarding the fulfillment of the certification program, and also correct all nonconformities identified during internal audits on the part of the Customer and/or audits on the part of ASI or FSC.</p> <p>3.5 The Contractor safeguards documents handed over to</p>
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<p>3.4. Выполнять в установленные сроки все предписания Заказчика в отношении любых его требований в части выполнения сертификационной программы, а также устранять все несоответствия, выявленные в ходе проведения внутренних аудитов со стороны Заказчика и/или аудитов со стороны ASI или FSC.</p> <p>3.5 Подрядчик обеспечивает сохранность передаваемой ему документации, а также соблюдает полную конфиденциальность в отношении переданной и/или сообщенной ему Заказчиком, клиентами Заказчика или представителями FSC, или ASI документации и/или информации.</p> <p>3.6. Подрядчик обязан хранить все записи в отношении любого клиента, включая записи по проведению преддоговорных мероприятий с потенциальными клиентами, заявки, переписку по проведению аудитов и планы, и графики, протоколы и иную документацию согласно процедурам Заказчика. Вся указанная документация должна быть доступна в электронных копиях Заказчику постоянно в течение минимум 10 (десяти) лет.</p> <p>3.7 Подрядчик незамедлительно ставит в известность Заказчика:</p> <ul style="list-style-type: none"> • об имевших место или предполагаемых случаях конфликта интересов в ходе оказания услуг с одновременной приостановкой своей работы; • о каких-либо случаях, которые могут поставить под угрозу аккредитацию Заказчика; • о случаях разглашения конфиденциальной информации и/или попытках ее получения третьими лицами; • о случаях давления на Подрядчика со стороны заинтересованных лиц, в том числе клиентов и иных лиц в процессе оказания услуг; • иных случаях попытки нарушения независимости или конфиденциальности в процессе его работы. <p>3.8 Подрядчик обязан информировать Заказчика в течение 14 дней с момента проведения запланированных изменений, включая, но не ограничиваясь, изменениями в структуре собственности; правовом, коммерческом или организационном статусе; основном управленческом персонале; местонахождении.</p> <p>3.9 В процессе работы Подрядчик обязуется не оказывать клиентам компании консультации или иные услуги, которые могут быть расценены как советы по использованию тех или иных методик по выполнению требований FSC и/или Заказчика для соответствия клиента указанным требованиям.</p> <p>3.10 Подрядчик своевременно и в полном объеме обязан оплачивать предусмотренные настоящим договором и дополнительными к договору соглашениями сборы и платежи, а также компенсировать понесенные Заказчиком затраты в рамках действия настоящего договора.</p>	<p>it and also observes full confidentiality in relation to documents and/or information transmitted and/or communicated to it by the Customer, clients of the Customer or FSC or ASI representatives.</p> <p>3.6 The Customer is obliged to keep all records on each client, including ones related to the conduct of pre-contract activities with potential clients, applicants, correspondence on carrying out of audits, plans and schedules, minutes and other documents, according to the Customer's procedures. All documents specified shall be continuously available to the Customer in electronic copies at least for 10 (ten) years.</p> <p>3.7 The Contractor promptly informs the Customer of the following:</p> <ul style="list-style-type: none"> • conflicts of interests, taken place or potential, during the provision of services, with the simultaneous suspension of its activities; • any cases which can pose a threat to the Customer's accreditation; • cases of disclosure of confidential information and/or attempts of its receipt by third parties; • cases of pressure on the Contactor on the part of stakeholders, including clients and other parties during the provision of services; • other cases of an attempt to violate independence or confidentiality during its activities. <p>3.8 The Contractor is obliged to inform the Customer within 14 days of carrying out of planned changes, including but not limited to changes in the ownership structure; legal, commercial or organizational status; key management personnel; location.</p> <p>3.9 In the course of work the Contractor obliges not to provide clients of the company with consulting or other services which can be regarded as advices on the use of any methods on the fulfillment of the requirements of FSC and/or the Customer for the client's conformity to the specified requirements.</p> <p>3.10 The Contractor is obliged to pay fees and charges as provided by this Agreement and additional ones timely and in full, and also reimburse costs borne by the Customer under this Agreement.</p>
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4. Обязанности Заказчика

4.1 Заказчик в рамках выполнения настоящего договора и в целях обеспечения внедрения программы по сертификации обязан:

4.1.1 Обеспечить постоянное соответствие своей аккредитованной программы по сертификации всем требованиям и нормам FSC.

4.1.2 Обеспечить Подрядчика всеми необходимыми операционными процедурами и соответствующими формами записей, нормативными и иными обязательными документами, содержащие требования соответствия и сертификационным оценкам.

4.1.3 Провести качественное первоначальное обучение персонала Подрядчика методам и процедурам работ в рамках программы по сертификации Заказчика.

4.1.4 Осуществлять постоянный выборочный контроль за деятельностью Подрядчика, с учетом опыта и квалификации Подрядчика и его персонала, что может выражаться как в независимой оценке подготовленных Подрядчиком документов и записей в процессе осуществления работы по сертификации, так и полевой оценке Подрядчика.

4.1.5. Не реже одного раза в год, а по решению Заказчика или FSC и чаще, осуществлять «полевой» аудит деятельности Подрядчика на территории оказания Подрядчиком услуг по сертификации по программе Заказчика, что включает в себя как офисную оценку, так и участие в качестве надзорного органа в проведении Подрядчиком полевых сертификационных аудитов держателей и/или претендентов на сертификат, при этом:

- офисная оценка Подрядчика проводится ежегодно;
- в случае если в управлении Подрядчика находится

25 (Двадцать пять) и менее выданных сертификатов, полевая оценка соответствия будет проводиться Заказчиком ежегодно.

- при увеличении числа выданных сертификатов при участии Подрядчика, Заказчик исходя из оценки потенциальных рисков, учитывающих интенсивность роста клиентов, компетентности как управляющего программой персонала Подрядчика, так и его аудиторов, вправе установить более частый контроль деятельности.

4.1.6 Адаптация и проведение вводного внутреннего курса обучения для персонала Подрядчика, участвующего в сертификационном процессе, а также по решению Сторон проведение периодических обучающих семинаров и тренингов.

4.1.7 Мониторинг всех записей о квалификации персонала Подрядчика, участвующего в сертификационном процессе, а также записей подрядчика, подготовка которых осуществляется последним в процессе оказания сертификационных услуг (заявки, предложения, жалобы, отчеты, решения и т.д.)

4. Obligations of the Customer

4.1 As part of implementing this Agreement and for the purpose of the provision of the introduction of the certification program, the Customer is obliged to:

4.1.1 Provide continuous conformity of its accredited certification program to all FSC requirements and norms.

4.1.2 Provide the Contractor with all required operational procedures and relevant forms of records, normative and other mandatory documents which include requirements for compliance and certification assessments.

4.1.3 Conduct quality initial training of the Contractor's personnel on the methods and procedures of work within the Customer's certification program.

4.1.4 Exercise continuous sampling control of the Contractor's activities with regard to experience and qualification of the Contractor and its personnel, which can take form of independent evaluation of documents and records prepared by the Contractor during the fulfillment of certification work, as well as field assessment of the Contractor.

4.1.5 At least once a year, and more often by the decision of the Customer or FSC, perform the "field" audit of the Contractor's activities within the territory of the provision of certification services by the Contractor under the Customer's program, which includes both office assessment and participation as a supervision body in field certification audits of certificate holders and/or applicants being carried out by the Contractor, at that:

- office assessment of the Contractor is carried out annually;

- if the Contractor manages 25 (twenty five) and less issued certificates, field compliance assessment will be carried out by the Customer annually;

- in case of an increasing number of certificates issued involving the Contractor, the Customer has the right to establish more frequent control of activities, based on the assessment of potential risks taking into account the intensity of the growth of clients, competency of the Contractor's personnel managing the program as well as its auditors.

4.1.6 Adaptation and conduct of introductory internal training course for the Contractor's personnel participating in the certification process, as well as conduct of regular training workshops and seminars by the decision of the Parties.

4.1.7 Monitoring of all records about qualification of the Contractor's personnel participating in the certification process, as well as records of the Contractor prepared by the latter during the provision of certification services (applications, offers, complaints, reports, decisions, etc.)

5. Деятельность Подрядчика

5.1 Подрядчик несет ответственность за выставление счетов клиентам за оказанные услуги по сертификации и сбор оплаты.

5.2. Подрядчик несет ответственность за своевременное перечисление сборов и платежей в установленном Сторонами размере на счета Заказчика.

5.3 Все документы, подготавливаемые Подрядчиком в процессе оказания услуг, готовятся на английском языке в электронном виде. Указанные документы должны по форме и содержанию соответствовать требованиям FSC и Заказчика, закрепленным в их нормативных документах.

5.4 Все записи Подрядчика еженедельно выкладываются на сервер Заказчика, доступ к которому будет предоставлен Подрядчику на постоянной основе путем заведения для Подрядчика соответствующей учетной записи.

5.5 Подрядчик ведет переписку с Заказчиком посредством электронной, факсимильной, телефонной или почтовой связи, той, которая является наиболее оперативной в конкретных условиях.

5.6 Подрядчик заключает договоры с клиентами по согласованным Сторонами формам напрямую и несет ответственность за соблюдение его положений как со стороны Подрядчика, так и со стороны клиента.

5.7 Аудиторы Подрядчика могут быть штатными работниками Подрядчика или контрактниками, с которыми Подрядчик заключил соглашение, по которому контрактник обязан работать исключительно в интересах Подрядчика в области сертификационных услуг, которые регламентированы настоящим договором.

5.8 Для обеспечения качества оказываемых услуг Подрядчик обязан проходить периодическое обучение, организуемое Заказчиком. Периодичность обучения устанавливается Заказчиком, а его продолжительность и программа курса обучения согласовывается Сторонами, путем заключения отдельных договоров и соглашений.

5.9 Подрядчик обязуется соблюдать процедуры сертификационного органа и FSC по квалификации своего персонала для наделения персонала квалификацией аудитора и/или ведущего аудитора. Утверждение квалификации персонала Подрядчика осуществляется исключительно Заказчиком.

6. Контроль сертификационной программы Подрядчика

6.1 В рамках мониторинга, осуществляемого FSC, офис Подрядчика рассматривается как представительство Заказчика. Представители FSC и ASI имеют право осуществлять контрольные визиты в офис Подрядчика, если такой визит представляется необходимым FSC и ASI.

6.2 С целью контроля выполнения Подрядчиком сер-

5. Activities of the Contractor

5.1 The Contractor is responsible for invoicing clients for certification services provided and collecting payment.

5.2 The Contractor is responsible for timely transfer of fees and payments to the Customer's accounts in the established amount.

5.3 All documents prepared by the Contractor during the provision of services are produced in English in electronic form. These documents shall conform in form and contain to the requirements of FSC and the Customer as provided in their normative documents.

5.4 All records of the Contractor are weekly posted on the Customer's server access to which will be granted to the Contractor on a permanent basis by creating a relevant account for the Contractor.

5.5 The Contractor holds correspondence with the Customer by electronic, fax, phone or post communication means which is more operative under the specific conditions.

5.6 The Contractor directly concludes contracts with clients on the forms approved by the Parties and is responsible for the observance of its provisions by the Contractor as well as the Client.

5.7 The Contractor's auditors can be staff employees of the Contractor or contract ones with whom the Contractor has concluded an agreement under which a contract employee is obliged to perform work solely for the benefit of the Contractor in the sphere of certification services regulated by this Agreement.

5.8 To ensure quality of services provided the Contractor is obliged to take regular training organized by the Customer. The training frequency is established by the Customer, while its duration and program of the training course is agreed upon by the Parties by concluding separate contracts and agreements.

5.9 The Contractor obliges to follow the procedures of the certification body and FSC on qualification of its personnel in order to issue qualification of an auditor and/or lead auditor to the personnel. The approval of qualification of the Contractor's personnel is performed solely by the Customer.

6. Control of the certification program of the Contractor

6.1 Within the framework of monitoring carried out by FSC, the office of the Contractor is considered as a representative office of the Customer. FSC and ASI representatives have the right to conduct surveillance visits to the office of the Contractor if such a visit is regarded as necessary by FSC and ASI.

тификационных мероприятий Заказчик проводит минимум один внутренний аудит офиса Подрядчика в год и контрольные полевые аудиты клиентов (где ведущий аудитор Заказчика является проверяющим) из расчета один аудит на 25 (Двадцать пять) ежегодных сертификационных аудитов.

6.3 В случае регистрации Заказчиком более двух обобщенных жалоб в течение одного года в адрес Подрядчика, а также с целью контроля корректирующих действий Подрядчика по закрытию ранее выявленных Значительных несоответствий Заказчик может проводить внеплановые внутренние аудиты офиса Подрядчика.

6.4 По результатам проводимых проверок Подрядчика Заказчик, при необходимости, может выставить требования корректирующих действий. Подрядчик обязуется выполнить корректирующие действия в течение установленного срока. При невыполнении корректирующих действий деятельность Подрядчика по предоставлению услуг клиентам на основании настоящего договора может быть приостановлена по решению Заказчика.

7. Расходы и платежи

7.1 Подрядчик сохраняет весь доход от контрактов, подписанных с клиентами, а также сборы и затраты, указанные ниже в настоящем договоре.

7.2 Платежи, подлежащие уплате Подрядчиком на расчетный счет Заказчика, включают в себя:

7.2.1 Ежегодный административный сбор FSC за каждый выданный сертификат: Подрядчик будет ежегодно облагаться ежегодным административным сбором (AAF), устанавливаемым и периодически корректируемым FSC в отношении клиентов – держателей сертификатов.

7.2.2 Сбор за предоставление доступа клиентам к генератору этикеток FSC из расчета 50 Евро за открытие доступа для одной учетной записи: онлайн услуга генерации этикеток FSC и других способов использования логотипа для организаций, имеющих право использовать товарные знаки FSC.

7.2.3 Сборы в пользу Заказчика за анализ и утверждение отчетов по результатам аудитов, принятие сертификационных решений, выдачу сертификатов, внесение изменений в базу данных FSC, одобрение использования клиентами товарных знаков FSC и т.д., устанавливаемые Дополнительными соглашениями к настоящему договору.

7.2.4 Затраты Заказчика по проведению обучения персонала Подрядчика компенсируются на основании отдельно заключаемых договоров и/или соглашений.

7.2.5 Затраты Заказчика по проведению внутренних офисных аудитов и надзорных аудитов клиентов Подрядчика. При проведении плановых и внеплановых внутренних аудитов офиса Подрядчика и аудитов клиентов Подрядчик оплачивает расходы на транспорт (из расчета пе-

6.2 For the purpose of control of the fulfillment of certification events by the Contractor, the Customer carries out an internal audit of the Contractor's office at least once a year and surveillance field audits of clients (where a lead auditor of the Customer is an inspector) on the basis of one audit per 25 (twenty five) annual certification audits.

6.3 If during one year the Customer has registered more than two legitimate complaints towards the Contractor, and also for the purpose of control of corrective actions of the Contractor on the elimination of major nonconformities earlier identified, the Customer may carry out unscheduled internal audits of the Contractor's office.

6.4 Based on the results of conducted verifications of the Contractor, the Customer may issue corrective action requests, if necessary. The Contractor obliges to take corrective actions within the established timeframe. If corrective actions have not been taken, the Contractor's activities on the provision of services to clients under this Agreement can be suspended by the decision of the Customer.

7. Costs and payments

7.1 The Contractor retains all revenues from contracts signed with clients as well as fees and expenses as specified below in this Agreement.

7.2 Charges to be paid by the Contractor to the bank account of the Customer include the following:

7.2.1 FSC Annual Administrative Fee for each issued certificate: the Contractor will annually bear Annual Administrative Fee (AAF) established and regularly corrected by FSC with respect to clients – certificate holders.

7.2.2 Fee for providing clients with access to the FSC label generator on the basis of 50 Euro for granting access to one account: online service of FSC label generating and other ways of the logo use for organizations having the right to use the FSC trademarks.

7.2.3 Fees in favor of the Customer for review and approval of reports on the findings of audits, certification decision-taking, issue of certificates, making changes in the FSC database, approval of the use of the FSC trademarks by clients, etc. as provided by Additional agreements to this Agreement.

7.2.4 Costs of the Customer for training of the Contractor's personnel are reimbursed on the basis of separate contracts and/or agreements.

7.2.5 Costs of the Customer for internal office audits and surveillance audits of the Contractor's clients. During scheduled and unscheduled internal audits of the Contractor's office and audits of clients the Contractor covers transport (based on economy-class travel/flight) and accommodation costs of the Customer's expert.

7.3 The Customer and Contractor bear costs in equal shares for carrying out audits on the part of ASI (witness au-

реезд/перелет эконом-классом) и проживание эксперта Заказчика.

7.3 Заказчик и Подрядчик несут расходы в равных долях на проведение аудитов со стороны ASI (наблюдательные аудиты, документальные проверки, оценки соответствия) на основании счетов, выставленных ASI по окончании оценок.

7.4 Счета на платежи будут выставляться заблаговременно ежемесячно или ежеквартально. Несоответствие условий оплаты, в том числе несвоевременная оплата, может привести к приостановке действия настоящего договора.

8. Конфликт интересов

8.1 Подрядчик и его персонал должен соблюдать действующую политику Заказчика по исключению и предотвращению конфликта интересов. Данная политика может периодически пересматриваться с целью учета изменений политики как Заказчика, так и FSC.

9. Конфиденциальность

9.1. Вся документация, переданная Заказчиком Подрядчику, а также подготовленная Подрядчиком во исполнение настоящего договора, является собственностью Заказчика и не вправе быть использована Подрядчиком в собственных целях.

Вся информация и документация, переданная Заказчиком, его клиентами Подрядчику, а также подготовленная им во исполнение настоящего договора, является конфиденциальной и может быть передана третьим лицам не иначе как с письменного согласия Заказчика и/или его клиентов.

Информация считается конфиденциальной также и в случае, если Подрядчик получит информацию от любого источника в связи с выполнением настоящего договора.

9.2. Любые документы, полученные от Заказчика и FSC, которые не имеют четкого указания к публичному распространению, являются конфиденциальной информацией и не могут быть воспроизведены или опубликованы Подрядчиком без предварительного письменного согласия Заказчика и/или его клиентов, и/или представителей FSC.

9.3. Подрядчик гарантирует сохранение конфиденциальности всей информации, предоставленной ему в процессе работы, и обязуется не публиковать и не распространять ее иными способами без соответствующего на то согласия правообладателя такой информации.

9.4. Подрядчик обязан и будет предпринимать все необходимые меры по защите полученных и/или ставших ему известными данных и информации от несанкционированного ее использования, а в случае обнаружения возможности для ее несанкционированного получения неза-

дита, desk reviews, compliance assessments) based on invoices issued by ASI upon completion of assessments.

7.4 Invoices on payments will be issued in advance on a monthly or quarterly basis. Noncompliance with the payment conditions, including delayed payment, may result in suspension of this Agreement.

8. Conflict of interests

8.1 The Contractor and its personnel shall comply with the current policy of the Customer on avoiding and preventing a conflict of interests. This policy can be regularly revised in order to reflect changes of the policy of both the Customer and FSC.

9. Confidentiality

9.1. All documents handed over by the Customer to the Contractor as well as prepared by the Contractor in pursuance of this Agreement is the property of the Customer and cannot be used by the Contractor for its purposes.

All information and documentation handed over by the Customer or its clients to the Contractor, as well as prepared by it in pursuance of this Agreement, is confidential and can only be transferred to third parties with the written consent of the Customer and/or its clients.

Information is also considered confidential if the Contractor will gain information from any source due to the execution of this Agreement.

9.2. Any documents received from the Customer and FSC, which do not have any clear indication to be publicly disseminated, are confidential information and cannot be duplicated or published by the Contractor without preliminary written consent of the Customer and/or its client, and/or FSC representatives.

9.3 The Contractor guarantees the preservation of confidentiality of all information provided to it during its work and obliges not to publish and disseminate it in any ways without relevant consent of the rightholder of this information.

9.4 The Contractor is obliged and will take all measures required on the protection of data and information it has received and/or has become aware of from its unauthorized use, and will immediately inform the Customer in case of the detection of the possibility for its unauthorized obtainment.

медлительно поставит об этом в известность Заказчика.

10. Срок действия

10.1 Настоящий договор вступает в силу с даты его составления и подписания обеими Сторонами.

10.2 Настоящий договор может быть в одностороннем порядке расторгнут любой из Сторон при условии письменного уведомления, направленного другой Стороне договора не менее чем за 2 (Две) недели до предполагаемой даты его расторжения при отсутствии неурегулированных Сторонами взаимных требований и претензий в процессе исполнения настоящего договора.

10.3 Настоящий договор может быть расторгнут в одностороннем порядке со стороны Заказчика, если Подрядчик не выполнит требования и не устранил несоответствия в установленный срок после получения соответствующего письменного уведомления.

10.4 В случае расторжения настоящего договора по причине неисполнения со стороны Подрядчика обязательных требований Заказчика и/или FSC все клиенты привлеченные Подрядчиком в программу сертификации Заказчика остаются клиентами Заказчика.

11. Заключительные положения

11.1. Стороны несут ответственность за ненадлежащее исполнение настоящего договора в соответствии с нормами и правилами законодательства РФ.

11.2 Условия договора носят конфиденциальный характер и разглашению не подлежат.

11.3 Условия договора имеют обязательную силу для Сторон с момента его заключения сторонами. Все изменения и дополнения к договору оформляются двусторонним письменным соглашением.

11.4. Все споры и разногласия относительно содержания договора, его действительности и исполнимости, а также иные споры и разногласия, которые могут возникнуть из договора или в связи с ним, Стороны решают путем переговоров.

Указанные споры и разногласия будут рассматриваться по законодательству Российской Федерации и на территории Российской Федерации.

11.5 Договор составлен в двух экземплярах, имеющих одинаковую юридическую силу, один из которых хранится у Заказчика, а другой – у Подрядчика

Адреса и банковские реквизиты Сторон

Заказчик

ООО «_____»

10. Duration

10.1 This Agreement becomes effective from the date of its preparation and signing by both the Parties.

10.2 This Agreement can be terminated unilaterally by any of the Parties upon the condition of the written notice sent to the other Party not less than 2 (two) weeks prior to the proposed date of its termination in the absence of the mutual claims and complaints unsettled by the Parties during the implementation of this Agreement.

10.3 This Agreement can be terminated unilaterally by the Customer if the Contractor will not fulfill the requirements and correct nonconformities within the established timeframe after receipt of relevant written notice.

10.4 In case of the termination of this Agreement due to the nonfulfillment of mandatory requirements of the Customer and/or FSC by the Contractor, all clients attracted by the Contractor to the Customer's certification program remain clients of the Customer.

11. Final provisions

11.1 The Parties bear responsibility for the improper execution of this Agreement in accordance to the norms and regulations of the legislation of the Russian Federation.

11.2 The provisions of the Agreement are confidential and shall not be disclosed.

11.3 The provisions of the agreement are binding upon the Parties from the date of its conclusion. All amendments and addendums to the Agreement are formalized by the bilateral written agreement.

11.4 All disputes and disagreements related to the content of the Agreement, its validity and enforceability, as well as other disputes and disagreements which can result from the Agreement or due to it, are settled by the Parties through negotiations.

The specified disputes and disagreements will be dealt with under the legislation of the Russian Federation and on the territory of the Russian Federation.

11.5 The Agreement has been drawn up in two copies of equal legal effect, one of which is kept by the Customer and the other one by the Contractor.

Addresses and bank details of the Parties

Customer

_____ **LLC**

Юридический адрес: _____

Почтовый адрес: _____

Тел./факс

Email: director@fcert.ru

Банковские реквизиты заказчика:

Реквизиты банка-посредника:

Директор

_____ /И.О.Ф/

«___» _____ 20__ г.

Подрядчик

Guardian Independence Certification Limited

Адрес:

Почтовый адрес:

Телефон:

Факс:

E-mail:

Банковские реквизиты Подрядчика:

_____ / И.О.Ф /

_____ 20__ г.

Legal address: _____

Correspondence address:

Phone/fax:

E-mail: director@fcert.ru

Customer's bank details:

Intermediary Banking details:

Director

_____ /N.P.S/

«___» _____ 20__

Contractor

Guardian Independence Certification Limited

Address:

Correspondence address:

Phone:

Fax:

E-mail:

Contractor's bank details:

_____ / N.P.S /

_____ 20__

Annex F
(required)
Template of list of FC's subcontractors

List of Subcontractors working with “_____” LLC
name, LLC
in terms of _____ certification program
name

date

<i>Nº</i>	<i>Name of a Subcontractor</i>	<i>Manager</i>	<i>Contacts</i>	<i>Scope</i>
Current subcontractors				
Potential subcontractors				