



Forest Stewardship Council®



FSC Policy for Association
Compilation of comments received during first stakeholder consultation
– *for public distribution* –

This document contains a compilation of all the comments received during the first stakeholder consultation of the *FSC Policy for Association* (PfA) (8 June to 13 September 2015), and corresponding responses/observations from the FSC Quality Assurance Unit (QAU).

The consultation included three normative documents:

Document 1: Policy

The Policy for the Association of Organizations with FSC, FSC-POL-01-004 V3-0 Draft 1-0

Document 2: Procedure Discussion Draft

The Due Diligence Evaluation for the Association with FSC, FSC-PRO-10-004 V2-0 Pre-Draft 1-0

Document 3: Procedure Discussion Draft

Mechanism for Proactive Policy for Association Evaluation, to be integrated into the existing *FSC Procedure for Processing Policy for Association Complaints*, FSC-PRO-01-009 V3-0

Thanks to all stakeholders who invested the time to thoroughly review these documents and provide comments. Consultation is a core element of the revision process and the feedback received will help ensure a successful outcome.

Please contact Karen Steer, Manager of the *FSC Policy for Association* revision, with any comments or questions: k.steer@fsc.org

FSC Policy for Association (PfA)				
Ref. #	Comment	Proposed change	QAU observation	Contributor
General	<p>I am concerned that this draft significantly narrows and weakens previous versions of the PfA at a time when broadening and strengthening are required. The overview paper on the Complaints Procedure (FSC-PRO-01-009 states “that the PfA protects the reputation of FSC and all entities associated with it, by acting as a safeguard against organizations involved in unacceptable activities”.</p> <p>Unfortunately, restricting the application only to activities under the control of the subject organizations (as is done in this version of the PfA), and not to other organizations with which the subject organization has association, significantly weakens and limits this PfA and does not safeguard the reputation of FSC. Please see my suggestions below for:</p> <ul style="list-style-type: none"> - Expansion of the Policy to organizations associated with (but not under the ‘control’ of) the subject organizations. This explicitly leads [to] inclusion of supply chains and management relationships within the ambit of the PfA - Revision of numerous definitions, especially accountability - Expansion of the Pro-active approach suggested - Inclusion of a description of a “re-association” procedure and a procedure for repeat offenders - Clarification on “sister companies” - Inclusion of Additional grounds for “disassociation”. <p>The <i>Policy for Association</i> is a fundamentally important document. It needs to respect and implement the</p>		<p>It seems that there is a misunderstanding of certain terms and aspects in this revised draft, as no aspect of the policy has been weakened; in fact, some requirements have been expanded, for example that organizations may be found to be in breach of the PfA even if they were not directly or indirectly involved in the unacceptable activity (according to the existing definition). See more specific comments below.</p>	Keith Moore

	fundamental FSC commitment to better stewardship of the world's forests. Thus, I am concerned that in several important ways this draft of the Policy for Association narrows and weakens the scope for FSC to dissociate with organizations that either directly or indirectly undertake or support activities that do threaten the world's forest or the traditional rights of Indigenous Peoples and forest workers and are not consistent with objectives of FSC. I urge reconsideration and redrafting of this document.			
General	<p>The draft <i>Policy for Association</i> is not in line with the FSC Global Strategy which aims to streamline normative and policy framework and make it more user-friendly and cost-efficient. The Global Strategy should be applied immediately and, therefore, costs and other burdens to Certificate holders should be analysed before drafting any new policies. In its current stage, the draft <i>Policy for Association</i> expands the scope and increases costs as well as complexity.</p> <p>[Specific to Tornator: This seems to be once again a way to point out the lack of trust for certificate holder.]</p>		<p>One aim of this consultation was to gain a better understanding of the costs and burdens to certificate holders so they could be analysed prior to developing a final draft.</p> <p>Thank you for providing details on the costs/burdens. The global strategy is also a key filter.</p>	Tornator and Metsa Group and FFIF and UPM and Stora Enso Oyj
General	While we understand the need for this policy and the need for FSC to have a mechanism to address significant unacceptable activities, this policy has the potential to be far overreaching and to be abused. An admonitory statement should be included.	Suggested statement to add: This procedure is not intended to afford the opportunity for promoting or validating unwarranted attacks that selectively derogate the reputation of any specific FSC associate or potential FSC association. All requests for investigation into complaints of unacceptable activity will be given balanced and confidential consideration in the global context of consistency, equity,	<p>The preamble in the PfA is intended to provide context as to the purpose of the PfA and when and how a complaint should be triggered.</p> <p>This included clarity that FSC would not entertain frivolous complaints and that substantiated evidence was needed to trigger an evaluation. The supplementary PfA Complaints Procedure (not part of this revision process) goes into further detail on the type of evidence that is needed and issues around transparency and</p>	Resolute

		and transparency that is the foundation of FSC association. Any investigations will acknowledge that the interpretation of what is “unacceptable” may be very subjective and open to diverse opinions that may not have consensus. Any requests for investigation will also give due consideration to the ramifications to the reputation of the organization subject to the investigation, legal ramifications, and competition ramifications, as well as the rights of the organization to defend itself before any aspect of the submitted complaint, investigation, or consequences is made public.	equity. The Working Group (WG) will consider your suggested statement in the next draft of the preamble.	
General	Clarification on sister companies. This has been very troublesome in the past for the <i>Policy for Association</i> . It is clear that the focus in this version is on “control” as in 50 per cent ownership. This means that the policy does not address sister companies – as in two companies that are both owned 50 per cent or more by the same parent company. If FSC is disassociated with one company (as in APP), it is not disassociated with the other sister companies in the same group because while there is a same parent company, one does not own the other. I suggest this warrants discussion with stakeholders and ultimately the policy should be more explicit on the situation with sister organizations.		It seems there is a misunderstanding here. “Control” in this version is not limited to 50 per cent ownership. Further, the policy does in fact address sister companies in the definition of ‘organization’. Again, the scope of accountability in this revised draft is expanded from what is in the existing version of the policy – it is not limited to 50 per cent ownership nor is it even limited to ownership. The inclusion of sister companies is already clearly articulated.	Keith Moore

General	<p>The economic driver of FSC Chain of Custody (CoC) certification, and in some cases, FSC membership, is to track fiber supply to ensure fiber used in wood-based manufacturing process originates from responsible sources. Expanding the PFA beyond activities that fall within the scope of an organization's forest-based businesses would go beyond this purpose, would be difficult to implement, and could result in companies choosing not to use the FSC label.</p> <p>Many companies using the FSC CoC to label certain goods also have extensive product lines outside of the forest and wood products industry. Attempting to "police" these product lines would place additional burdens on FSC and the companies using the FSC label on their forest product lines. If the burdens become too high, companies may choose to stop using the label and/or drop membership to FSC.</p>		<p>Thank you for this comment. The WG understands the burden placed on certificate holders and the need to carefully consider requirements placed on them with respect to what is needed to protect the reputation of the FSC brand.</p> <p>A response to the specific issue described in this comment is provided below in the relevant section.</p>	AF&PA
General	The language used in the proposal is clear and easy		Thank you	FSC Sweden
<p>Introduction (Note that comments received about the Introduction that were related to the Due Diligence Procedure and the Proactive PfA Procedure were moved to their respective sections below. The text of the introductory section of the PfA will be revised depending on decisions made with these two procedures.)</p>				
Intro: List of unacceptable activities	The list of unacceptable activities should be the same as in the policy element section, rather than try and integrate categories b and c.	Refer consistently to 6 unacceptable activities	Yes – This is considered a non-substantive change, and can be incorporated into the next draft for improved consistency.	Keith Moore
Intro: When is it used	Would the violation need to be systemic or could the most serious cases result in disassociation even if not systemic?	Consider whether only systemic violations could lead to disassociation	Thank you. The violation does not need to be systemic. It seems that the text in this section did not adequately convey intent and we will work to re-draft.	FSC UK

Intro: When is it used	Could there be cases that are so serious and incontrovertible that FSC would want to have a mechanism in place for a more immediate disassociation	Consider whether there needs to be a more immediate mechanism for the most serious/ incontrovertible cases (e.g. perhaps when a company has publicly admitted involvement)	Interesting idea. This is beyond the scope of the PfA revision and can be included for consideration in the revision of the PfA complaints procedure.	FSC UK
Intro: When is it used	<p>Yes, we agree disassociation is a last resort and should apply to Organizations systematically violating the PfA.</p> <p>But we think it is not in line with the objective of the policy to ask parties to have used every other means of mitigation and solving the potential violation before filing a complaint. When systematic violation(s) takes place, the reputational damage is done and the harm to the environment or people is done. It increases the risk to FSC's reputation if first long processes of negotiation or mitigation have to be started before any complaint can be filed. Timely actions by FSC to disassociate can help lessen the reputational damage.</p>	<p>Replace "This can only take place once all efforts have been made to address concerns with the organization prior to lodging a complaint. Its implementation assumes that other attempts at mediation and/or other actions to stop the unacceptable activity or prevent it from occurring again have been exhausted or have failed." by:</p> <p>"Where possible efforts shall be made to address the concerns with the organization prior to lodging a complaint. However, given [that] all PfA violations are potentially serious and high risk for FSC, this should not be used as barrier for rejecting complaints."</p>	<p>Thank you. It is agreed that parties do not need to exhaust all means before filing a complaint, and this will be more accurately captured in the next version.</p> <p>Issues specific to the complaints procedure are outside the scope of this revision.</p>	Green-peace and Forests of the World and RAN
Intro: When is it used	<p>It is critical that there be a timely process to address serious PfA issues. When systematic violation(s) takes place, the reputational damage is done and the harm to the environment or people is done. It increases the risk to FSC's reputation if first long processes of negotiation or mitigation have to be started before any complaint can be filed.</p> <p>Concerns raised by stakeholders need to be addressed in a timely manner and pursuant to an easy to understand clearly stated published process.</p>	<p>Replace "This can only take place once all efforts have been made to address concerns with the organization prior to lodging a complaint. Its implementation assumes that other attempts at mediation and/or other actions to stop the unacceptable activity or prevent it from occurring again</p>	See above	Dog-wood Alliance

		<p>have been exhausted or have failed.” by:</p> <p>“Where possible efforts shall be made to address the concerns with the organization prior to lodging a complaint.</p> <p>“However, given all PfA violations are potentially serious and high risk for FSC, this should not be used as barrier for rejecting complaints.”</p>		
Intro: When is it used	<p>There is an intrinsic contradiction in this paragraph. While all reasonable efforts should be made to resolve an issue before [disassociation] actually takes place, it is of utmost importance that stakeholders can lodge a complaint at any time. Resolution comes after the complaint is lodged. Any other approach would defeat the very purpose of the <i>Policy [for] Association</i> and perpetuate the unbalance of power between actors, particularly in case of human [rights] breaches.</p> <p>It is crucial to consider that the PFA is also a measure to protect the image of FSC and it is thus FSC that has the onus of safeguarding it. The proposed text actually put the responsibility on stakeholders to protect FSC’s image, reputation and credibility.</p>	<p>Change last paragraph [to]:</p> <p>“[Disassociation] is a measure of last resort with organization that practise any or several of the controversial or unacceptable activities listed above. This can only take place once all reasonable efforts have been made to address with the organization concerns, raised by complaints set forth by any stakeholder, [at] any time”.</p>	<p>Thank you. It seems that the text in this section did not adequately convey intent and we will work to re-draft.</p>	Nancy Vallejo
Intro: The entity being dis-associated	<p>The scope for disassociation should be expanded. I suggest that this expansion should acknowledge that “association” can occur in at least three distinct parts. It should include association through any one of the following</p> <ul style="list-style-type: none"> Ownership – As in more than 50 per cent control of the organization carrying out the activity. 	<p>Expand to: “[Disassociation] is a measure of last resort with organizations that are systematically violating the activities listed above or that are associated with organizations that are systematically violating</p>	<p>The definitions of ‘control’ and ‘organization’ cover this concern, and this expanded definition is already implied in the proposed revised draft.</p> <p>See definitions section (association,</p>	Keith Moore

	<ul style="list-style-type: none"> Supply chain – As in purchasing or receiving products from organizations that are engaged in unacceptable activities and that therefore are the products of those unacceptable activities entering the organization's supply chain. Management, planning or supervision of activities carried out by independent or non-related organizations – As in providing services that involve direction of the unacceptable activities by non-controlled organizations and which provide products from those unacceptable activities to others. <p>Any of the above three situations could be grounds for disassociation.</p>	<p>the activities.”</p> <p>Specifically describe association in terms of: Ownership; Supply chain relationships; Management, planning and supervision relationships.</p>	control, organization) for more information.	
Scope				
Scope: to whom the policy applies	This para states only that “all organizations associated with FSC agree to avoid certain controversial activities”. I strongly suggest that it has to be very clear at the outset that this Policy should apply not only to the activities of organizations associated with FSC, but also to the association of those organizations with other organizations that are conducting activities that are not acceptable, and that breach fundamental FSC principles. This is fundamentally important to the rigorous application of a Policy for Association.	I suggest expanded wording – “All organizations associated with FSC agree to avoid certain controversial activities, and agree to avoid association with other organizations engaged in controversial or unacceptable activities”	See above. While there is preference to reduce redundancies and to define a term in the ‘terms’ section rather than throughout the policy, there may be need to provide more clarity in the preamble as to what all these terms mean since it does not seem sufficient to refer to the terms section in order to understand what these mean.	Keith Moore
Scope: to whom the policy applies	To achieve its intent, the policy needs to apply to all the organizations holding a contract with FSC, their subsidiaries and parents, and their supply chains, including service providers. It shall also cover the intent to engage in controversial or unacceptable activities as	Change the first phrase of the A Scope Page 5: “The FSC Policy for the Association applies to all organizations associated with, or seeking to associate with, FSC ...”	Thank you. Depending on the decisions made below (i.e. on the definition of ‘accountability’) this section will be revised accordingly.	N Vallejo

	a precautionary measure. The contrary would certainly not protect FSC's reputation, as many of the unacceptable activities are irreversible. E.g. if child labour exists in the supply chain of the organization, the negative impact will be on the whole organization (and FSC if it is associated with it), and not only the supplier.	By: "The FSC policy for association applies to all organizations, including their supply chains, subsidiaries, and/or parent organizations, associated with, or seeking to associate with, FSC ..." (the rest of the paragraph continues without change)	The term 'organization' and the concept of 'control' already refers to subsidiaries, parents, etc., so it would be redundant to also include it here.	
Scope: to whom the policy applies	As stated in the introduction section: " all organizations associated with FSC agree to avoid certain controversial activities – both in FSC-certified operations and in uncertified operations ...". This concept should be a normative part of the standard per se, and the PfA should apply equally to all Social, Environmental, and Economic chamber organizations associated with FSC, including both certificate holders and FSC member or associate organizations that are not certificate holders.	Enhance the wording in the Scope section and elsewhere in the following normative sections to make this clear and unequivocal.	This is covered under the definition of 'association', specifically that all members (Social, Environmental, and Economic) are within the scope of this policy. This is already very clear and unequivocal in the definition, as well as in the text of the scope section. Additional wording would be redundant.	Resolute
Scope: to whom the policy applies	I support this statement for all organizations in a contractual relationship with FSC. This would include organizations from all chambers and not only certificate holders.		See above	KapStone
Scope: to whom the policy applies	Yes, the PfA shall apply to activities beyond the organization's FSC certificate.		Yes, this is the primary purpose of the PfA. The question at hand relates whether complaints can also be lodged for activities that fall within the organization's certificate (i.e. if the organization has implemented one of the unacceptable activities within its certified unit, then can a PfA complaints process be	WWF

			triggered, or should the normal dispute resolution process handle it).	
Scope: to what does the policy apply	The scope should be restricted to activities related to wood production. The covering of other activities would not make feasible the verification of activities over which there is real control. FSC will not solve all problems of the world.		See 'Policy Element' section for a response to this comment.	Auraco and IPEF and TTG Brasil
Scope: to what does the policy apply and within/out the scope of the certificate	<p>Scope must be restricted and only refer to activities related to forest products: that is what FSC is all about. As to accomplish what FSC is intended and created to [do], we must keep our focus on wood production and trade matters. And the proposed new scope create so much field for misinterpretation of rules, not giving the necessary peace of mind, security and assurance of clear rules to the certificate holders.</p> <p>We don't agree with the following: "For FSC certificate holders, this policy also covers the activities that do not fall within the scope of its FSC certificate". There is no way that the certified companies will guarantee such requirement from the proposed new PfA, as for those activities which are not related to wood production and trade. In most countries, civil regulation creates limits to action and responsibilities. Again, it create so much field for misinterpretation of rules, not delivering the necessary assurance of clear rules to the certificate holders.</p>	Delete the whole sentence: "For FSC certificate holders, this policy also covers the activities that do not fall within the scope of its FSC certificate"	<p>For the first point (whether the categories should extend beyond forests/wood products), see the 'Policy Element' section for a response.</p> <p>For the second point (whether the policy should cover activities that do not fall within the scope of the certificate), it seems there might be a misunderstanding in what this refers to.</p> <p>The main purpose of the PfA has always been to cover activities that do not fall within the scope of the FSC certificate (i.e. activities taking place on operations that are not certified, since the certificate covers activities that take place on operations that are certified).</p> <p>The question at hand is: should it be expanded to also include activities within a certified operation. Meaning, can a stakeholder file a</p>	Cenibra

			PfA complaint for an activity happening within a certified unit, even though there is a separate dispute resolution process for such complaints?	
Scope: To what does the policy apply	The scope shall be focused on activities related to forest management. It is not realistic try to cover other activities that are not even mentioned in P&C control. FSC cannot solve all problems of the world as we discussed in the last general assembly.		Thank you for your comment. More on this in the 'Policy Element' section	CMPC Celulose Riograndense
Scope: within/out the scope of the certificate	Disagree with the sentence "For FSC certificate holders, this policy also covers the activities that do not fall within the scope of its FSC certificate".	[Modify] the sentence in [these] terms: "For FSC certificate holders, this policy also covers forest management activities in areas not certified"	This is the intent of that clause, just that the proper terminology is about 'scope of the certificate'	CMPC Celulose Riograndense
Scope: within/out the scope of the certificate	<p>"Application of the <i>FSC Policy for Association</i> on activities that do not fall within the scope of the organization's FSC certificate"</p> <p>Very tricky with large, multinational, multi-business entities. Can a forest company be FSC certified when a sister company is developing/deploying GMO soybeans?</p> <p>Don't forget this needs to work for all FSC members and associates ... all chambers.</p>	My recommendation is that FSC keep their focus on forestry. FSC is not and cannot be the solution to all the perceived problems in the world.	<p>As per above, it seems there is confusion on what "outside the scope of the certificate" refers, as the comments do not reflect the question being posed.</p> <p>The point of focusing on forestry is covered under the 'Policy Elements' section.</p> <p>The point on the PfA working for all members is very clearly covered under the definition of 'association' and in the text of the 'scope' section.</p>	Potlatch
Scope: within/out the scope	Agree that the policy should apply to operations outside the scope of the certificate		Noted. This aspect of the policy has not been up for revision as it is the core intent of the policy.	Paula Montenegro

of the certificate				
Scope: Within/out the scope of the certificate?	<p>Clarification sought: we would like to understand better why the PfA can not kick in for unacceptable activities that are committed within the scope of the certificate. This is not how we understood the current PfA. In particular the PfA should be able to apply in areas covered by a certificate as the breaches outlined by the PfA are serious (e.g. human rights breaches or large-scale forest conversion), and require immediate action rather than a lengthy process via certification complaint procedures. Could FSC, the working group explain better the technical arguments behind this[?]</p>	<p>Ensure the scope allows that PfA may be applied at any time relating to an existing FSC-certified area.</p>	<p>The intent of the current version of the PfA is, in fact, that the PfA cover activities outside the scope of the certificate. Stakeholders, however, expressed interest in using it in these other cases which is why we are now revisiting the question and working to resolve it and clearly articulate it in the next version of the policy.</p> <p>In brief, the reason for not using the PfA complaints process to address unacceptable activities within the certified operation is because it would mean that there are two processes going on in parallel: the normal dispute resolution process (with the certification body) and also the PfA process (with a complaints panel, etc.). If there are concerns with the normal dispute resolution process, then those should be addressed accordingly rather than selecting the PfA complaints process. Moreover, it was recognized that the PfA complaints process will result in an issue taking longer to address than if the dispute resolution process were used.</p> <p>The next draft of the PfA will aim to</p>	<p>Green-peace and RAN</p>

			address the concerns raised in the comments through alternative mechanisms.	
Scope: Within/out the scope of the certificate?	Agree the PfA applies to all the activities in forests, plantations or forest product processing sites of organizations with contracts with FSC, but this does not mean unacceptable activities need to be added to the current six activities.	Update scope on p. 5 to ensure it covers activities in forests of any of the organization's entities. E.g. a company has a subsidiary that is a palm oil company and is carrying out large-scale clearing of forests.	Per the unacceptable activities, this does cover, for example, significant conversion of forest for palm oil production. Not clear why additional text is needed under the scope.	Green-peace and Dogwood Alliance and Forests of the World and RAN
Scope: Within/out the scope of the certificate	It is not the responsibility of FSC to stipulate requirements for all entities within an organization. This statement drastically expands the scope of this policy and is unrealistic in application or the ability to audit such a requirement.	For FSC certificate holders, this policy covers only the activities that fall within the scope of its FSC certificate.	<p>Again, it seems there might be a misunderstanding.</p> <p>The main purpose of the PfA has always been to cover activities that do not fall within the scope of the FSC certificate. The question at hand is: should it be expanded to also include activities within a certified operation. Meaning, can a stakeholder file a PfA complaint for an activity happening within a certified unit, even though there is a separate dispute resolution process for such complaints.</p> <p>Actual concern behind the comment is addressed in 'Policy Elements' section.</p>	KapStone
Scope:	FSC is a forest certification programme. Some forestry	FSC is only an expert in forestry	See above	Enviva

Within/out the scope of the certificate ?	companies are wholly owned by extremely large entities that own a variety of companies. An FSC certificate holder should not be responsible for the actions of companies not related to their forestry certification.	and should only apply their efforts and requirements to that which it can directly oversee.		
Scope: Within/out the scope of the certificate ?	Clarify that this policy does not apply to activities that do fall within the scope of an FSC certificate. This is made very clear in FSC-PRO-01-009, section 2.	Add a section or language that is consistent with FSC-PRO-01-009, section 2.	Whether or not this clarification is made is dependent on whether the decision is made to expand the scope. See above for rationale as to why the recommendation is to not expand the scope.	Resolute
Scope: Within/out the scope of the certificate ?	Application of the <i>FSC Policy for Association</i> on activities that do not fall within the scope of the organization's FSC certificate: agree with this application.	N/A – support for wording as proposed	Thank you.	Soil Association
Scope: Within/out the scope of the certificate ?	Activities within the scope of certificate – I strongly support application of the PfA on activities that are not within the scope of certificates. I also support application to the activities of other organizations to which an FSC associated company is associated with either through ownership, supply chain relationship or management arrangements		Again it seems that there is a misunderstanding on what is meant by “within the scope of the certificate”. All issue related to actual scope of unacceptable activities are covered in the ‘Policy Elements’ section. All issues related to the scope of association and control/ accountability are covered in those respective sections.	Keith Moore
Scope: Within/out the	<i>Policy for Association</i> should not be expanded for activities that do not fall within the scope of the Organization's FSC certificate. FSC has to focus on the issues it is responsible	Deletion of the expansion to the activities that do not fall within the scope of the Organization's FSC	Again, it seems there might be a misunderstanding.	Tornator and Metsa

scope of the certificate	for i.e. CoC / CW and FM standards and not expand its role to control other business of the Organization.	certificate.	<p>The main purpose of the PfA has always been to cover activities that do not fall within the scope of the FSC certificate. The question at hand is: should it be expanded to also include activities within a certified operation? Meaning, can a stakeholder file a PfA complaint for an activity happening within a certified unit, even though there is a separate dispute resolution process for such complaints?</p> <p>Actual concern behind the comment is addressed in 'Policy Elements' section.</p>	Group and FFIF and UPM and Stora Enso Oyj
Scope: Within/ out the scope of the certificate	Scope of PfA should include also activities in certified areas.		Thank you for your comment.	Ecohout
Scope: Within/ out the scope of the certificate	<p>Do not agree with the sentence "For FSC certificate holders, this policy also covers the activities that do not fall within the scope of its FSC certificate".</p> <p>There is no way to guarantee that activities not related to forest operations meet the PfA, once the majority of civil codes limits those responsibilities and even FSC could respond legally for this. An example of this measure could be extended to other FSC policies such as controlled wood: how a supplier of these materials shall have a performance comparable to certified organizations? It is necessary [to</p>	Delete the sentence: "For FSC certificate holders, this policy also covers the activities that do not fall within the scope of its FSC certificate".	<p>Again, it seems there might be a misunderstanding.</p> <p>The main purpose of the PfA has always been to cover activities that do not fall within the scope of the FSC certificate. The question at hand is: should it be expanded to also include activities within a certified operation? Meaning, can a stakeholder file a PfA complaint for</p>	Auraco and IPEF and TTG Brasil

	have] alignment between FSC policies to better identify responsibilities of a certified organization within its area of operation.		an activity happening within a certified unit, even though there is a separate dispute resolution process for such complaints? Actual concern behind the comment is addressed in 'Policy Elements' section.	
Scope: Intent	"Intent" would be difficult to prove and a waste of resources.	Recommend keeping that "intent" is not acceptable as grounds for a complaint.	Thank you for your comment.	Envivia
Scope: Intent	It would be difficult for FSC to determine when "intent" to violate the policy is occurring, and to apply such intent determinations consistently.	"Intent" should not be included in the definition of unacceptable activity that has occurred or is occurring. It would be more appropriate to take intent into account when determining a response to unacceptable activities that have been found to have occurred.	Thank you for your comment.	AF&PA
Scope: Intent	Intent is very hard to justify and validate. The sentence should remain as stated to say that intent is not sufficient grounds for a complaint.		Thank you for your comment.	KapStone
Scope: Intent	Intent cannot be formal ground to disassociate, but it can trigger warning signals		Thank you for your comment. Intent as a 'trigger' was also included in the draft policy.	Ecohout
Scope: Intent	Agree that intent should not be enough to trigger a complaint		Thank you for your comment.	Paula Montenegro
Scope:	Agree with the text that intent is not sufficient to trigger a		Thank you for your comment.	WWF

Intent	complaint.			
Scope: Intent	Expanding the scope to “intent” as opposed to “violation” of application of the <i>FSC Policy for Association</i> will create challenges for FSC. How would FSC be able to define “intent” or to know when “intent” to violate the policy occurs? Expanding such a scope will also make it difficult to apply consistently. FSC should rely on alleged violations and investigate such. While it is understandable that FSC wants to make sure that there are no “plans” in place that might violate the FSC principles (e.g. plan to convert) it would not be feasible to identify allegations or to monitor such compliance across such a supply chain especially considering FSC desire to expand direct, indirect and control. We believe FSC would be just giving a false sense of credibility and capability with this language.	Do not expand scope to “intent”.	Thank you for your comment.	Georgia Pacific
Scope: Intent	We agree that intent to engage in unacceptable activity is not sufficient grounds to trigger a complaint. No matter how inevitable it may seem that a potential activity will occur, it is not proper to take investigative or corrective action until the activity has actually occurred. It is impossible for anyone to judge intent and predict with certainty that intent will be carried out.	Do not change the wording regarding “intent to engage...”	Thank you for your comment.	Resolute
Scope: Intent	Agree that this should not be sufficient grounds to trigger a complaint	N/A – support for wording as proposed.	Thank you for your comment.	Soil Association
Scope: Intent	I strongly support “intent” or “plan” as a trigger for evaluation either by complaint [or] FSC initiated as per the “proactive approach” above. I would not expect disassociation to result from an intent – but conflict resolution can be initiated early, not waiting for an action to occur, and plans for disassociation can be developed for the eventuality that intent becomes action.		The way the complaints procedure works, if an evaluation is triggered, then the question is whether to disassociate or not. It appears, therefore, that the comment does not support ‘intent’ as being a breach of the policy, and does support that it should trigger other	Keith Moore

			actions, as proposed in the draft.	
Scope: Intent	“Intent” to engage in an unacceptable activity is not sufficient ground to trigger a complaint. The policy should be applied only when the unacceptable activity is occurring or has occurred.	Deletion of the “intent to engage...”	Thank you for your comment.	Tornator and Metsa Group and FFIF and UPM and Stora Enso Oyj
Scope: Intent	Intent is not sufficient grounds to trigger a complaint because the reputation of FSC is not at risk at the stage of intent. FSC secretariat should clearly identify proactive measures (negotiation, sending formal notice etc.) to keep the organization from engaging in the intended activity and prevent harm from being done.	It should be clarified in the policy that FSC should identify proactive measures to keep Organization from engaging in the unacceptable activity once intent is known. This should be a transparent process in order to demonstrate to concerned stakeholders that pro-active measures are being taken by FSC. If there is no attempt to prevent the unacceptable activity the PfA will be invoked.	Thank you for your comment. Intent as a ‘trigger’ was also included in the draft policy.	Green-peace and RAN
Scope: Intent	It is not possible to determine an intent, but the facts, based on the existence of unacceptable activities. The term “intent”, it is not verifiable and can lead to different interpretations.		Thank you for your comment.	Arauco and IPEF and TTG Brasil
Scope: Intent	This is close to reading people’s minds. Entities are either engaged in unacceptable activities or not ... you can only discipline the behaviour, not the thoughts.	At this point I recommend removing this entire concept.	Thank you for your comment.	Potlatch
Scope: Intent	The term “intent to engage” is not verifiable and gives field for misinterpretation of rules, leaving space for judgmental, biased lectures of reality. Facts (based on the existence of unacceptable activities) counts, not intentions.		Thank you for your comment.	Cenbira

Scope: Intent	Following the rationale of the previous comment, it is not possible to determine an intent, but the facts, based on the existence of unacceptable activities. The term “intent”, it is not verifiable and can lead to different interpretations.		Thank you for your comment.	CMPC Celulose Riograndense
Scope: 'Association' and applicability	Agreed. The PfA should apply to all portions of the organization that [are] within the scope of the FSC certificate, and all organizations that have a contract with FSC.	I recommend the policy apply to all P&C elements that are appropriate to the organization or individual. Such as: long-term commitment to FSC, worker rights, paying taxes, social management planning, etc.	Thank you for your comment. Your recommendation is covered in the 'Policy Elements' section, as a recommendation to expand the 6 unacceptable activities so that they are more relevant for non-certificate holders.	Enviva
Scope: 'Association' and applicability	Application of the <i>FSC Policy for Association</i> for all organizations holding a contractual agreement with FSC: I think PfA should apply to all organizations with contractual agreement (not only FSC certificate holders). Uncertified Organizations promoting the FSC Brand could also put FSC reputation at risk by not complying with <i>Policy for Association</i> . Often these would be large retailers, for example, for which the PfA should be an added incentive to improve procurement policy.	N/A – support for wording as proposed.	Thank you for your comment.	Soil Assoc.
Scope: 'Association' and applicability	The PfA shall apply to all organizations with a contractual agreement with FSC.		Thank you for your comment.	WWF
Scope: 'Association' and applicability	Yes. Apply to any and all organizations. I would extend it to all members of FSC, if it is possible for an organization to be a member but not to have a contractual agreement. Also to any organization worldwide, member, contract or not, who FSC wants to send a signal to that we do not condone their activities and do not association with them. I am not sure of		Members are already in the definition of 'association'. This is described in both the 'Scope' as and the 'Definitions' sections. Members sign a membership agreement with FSC.	Keith Moore

	the legal implications and that would need review. But I see merit in being clear that FSC does not associate with any organization involved in the six unacceptable activities.			
Scope: 'Association' and applicability	Scope of PfA should include all parties with whom FSC has contractual agreements.		Thank you for your comment.	Ecohout
Scope: 'Association' and applicability	It is important that <i>FSC Association Policy</i> covers all organizations associated with or seeking to associate with FSC. However, in the text itself it appears to be aimed solely at businesses and members of the economic chamber. The whole policy has to be written clearly to include all organizations / members, including NGOs.		<p>The definition of 'association' clearly includes members, and members are also described in the 'Scope' section.</p> <p>The issue that needed to be resolved in this consultation was not whether members should/ should not be included (they are and will stay so), it is whether non-certificate holder licence holders holding trademark licence agreements (TLAs) for promotional purposes should be included.</p>	Tornator and Metsa Group and FFIF and UPM and Stora Enso Oyj
Scope: 'Association' and applicability	Absolutely. Must happen. But the Policy needs to be broadened to really address this ... still really focused on only certificate holders ... needs to work for all members and participants of all chambers. For example, the first bullet on illegal harvesting should be all illegal activity.	I recommend the policy apply to all P&C elements that are appropriate to the organization or individual. Such as: long-term commitment to FSC, worker rights, paying taxes, social management planning, etc.	<p>The definition of 'association' clearly includes members, and members are also described in the 'Scope' section.</p> <p>The issue that needed to be resolved in this consultation was not whether members should/ should not be included (they are and will stay so), it is whether non-certificate holder licence holders holding TLAs</p>	Potlatch

			<p>for promotional purposes should be included.</p> <p>The comment seems not to be related to the question of association, but rather about the 'Policy Elements'. This is covered in that section.</p>	
Scope: 'Association' and applicability	FSC must clarify that the PFA applies to all members of FSC, regardless of chamber membership.	FSC must clarify that the PFA applies to all members of FSC, regardless of chamber membership.	<p>The definition of 'association' clearly includes members, and members are also described in the 'Scope' section.</p> <p>The issue that needed to be resolved in this consultation was not whether members should/ should not be included (they are and will stay so), it is whether non-certificate holder licence holders holding TLAs for promotional purposes should be included.</p>	AF&PA
General	<p>Activities outside the scope – it is good that they are covered.</p> <p>Intent – it would also be good to include, but will probably be much more difficult to handle in the system. But if an attempt to do an action fails in the last steps but it is clearly planned and worked upon it will hopefully be possibly to handle. To compare with the attempt to murder someone still renders a punishment.</p> <p>All organizations with contractual organizations – yes include.</p>		<p>Again, it seems there is confusion as 'activities outside the scope' are the primary reason for the PfA. The question was more about whether activities within the scope (i.e. within a certified area) would also be able to trigger a complaint.</p> <p>Re: intent – Yes, although a complaint could not be triggered, the thought is that it would trigger other actions such as a warning</p>	FSC Sweden

Terms and definitions				
Definition: Association	Association has to be broadened beyond contractual relationships – It could include any member organization of FSC. Again for the purposes of defining who is associated, I think it is a combination of ownership, supply chain relationships and managerial or supervisory relationships.	Expand the definition of “association” by expanding the contractual relationships to include supply and purchase agreement that benefit from unacceptable activities; and involvement in management, planning and supervision of unacceptable activities by other organizations.	<p>It appears there is a misunderstanding. The term ‘association’ is specific to the relationship between FSC and the organization.</p> <p>This comment seems to be referencing the definitions of ‘accountability’ and ‘control’, which are addressed later.</p>	Keith Moore
Definition: Control	This definition is way too narrow. See earlier comments. I strongly suggest that organizations need to be accountable for their actions in areas well beyond those that they “Control” as defined here. If they benefit through the supply chain, or if they manage or supervise for fee or compensation without control, there must be accountability. This will be critical in Asia – especially Indonesia, where companies associate with and benefit from others, but do not control them. This limitation to “control” is a fundamental flaw in this revised Policy.	Redefine “accountability” to include not just control but participation in or benefit from actions of associated companies. Include supply chains and management, planning and supervisory relationships that do not include control.	<p>Thank you for your comment. The proposed definition of control would include supply chains/management planning/supervisory relationships in which the organization had control, though does not go as far as including those relationships where the organization did not have control of the unacceptable activity occurring.</p> <p>This further expansion of the scope of the PfA will be a big topic of conversation at the next PfA Group meeting.</p>	Keith Moore
Definition: Control	This seems to have the potential to go way too far away from what the scope of the FSC certificate governs. Is a CH responsible for every logging operation performed by a logger that may also deliver fiber to their mill? If I sell products through a contractual agreement to a company engaged in	Keep the PfA applicable to only the CH and those that are contracted to work on their behalf, when they are working on their behalf.	Thank you for your comment. This further expansion of the scope of the PfA will be a big topic of conversation at the next PfA Group meeting.	Enviva

	illegal activities, am I violating the PfA? In reality we really can only be held accountable for ourselves and for those that perform work on our behalf.			
Definition: Control	It is not feasible to demonstrate that “refusal to buy from the supplier would have meant that the activity would not have occurred”. That part of the sentence needs to be removed.	For example, if an organization has a commercial relationship whereby it is the sole, or principal buyer of a supplier that is systematically committing unacceptable activity.	Thank you for this observation, and the wording will be revised for better applicability.	WWF
Definition: Control	We disagree with expanding the definitions of “control” and “organization” as proposed, as this would improperly insert FSC in the role of determining commercial relationships, and create ambiguity and uncertainty for companies attempting to comply.		Thank you for your comment. This further expansion of the scope of the PfA will be a big topic of conversation at the next PfA Group meeting.	AF&PA
Definition: Control	At a time when it is well recognized that the responsibility of companies goes beyond their direct remits and includes their supply chains and service providers it is even surprising that FSC asks whether commercial relationship should be considered as control. They should. However, the discussion should go beyond the notion of control. While it is well understood that an organization may not have a significant control over another if it is only a minor buyer, it does control to whom it buys good and/or services. In this respect even if it has no control, the organization that wants to be associated with FSC could be expected to undertake due diligence regarding its suppliers and not buy from those it finds in [contravention of] the <i>FSC Policy for Association</i> . It is worth noting that the concept of due diligence implies a pro-active attitude in identifying whether controversial or unacceptable activities are practiced by the supplier and not only passively knowing (or not), as suggested in the question p. 8.		Thank you for your comment. This further expansion of the scope of the PfA will be a big topic of conversation at the next PfA Group meeting.	Nancy Vallejo
Definition: Control	Agree to use the concept of real control.		Thank you for your comment. This further expansion of the scope of	Paula Montene

			the PfA will be a big topic of conversation at the next PfA Group meeting.	gro
Definition: Control	We disagree with expanding the definition of “control” as proposed. This would improperly insert FSC in the role of determining the commercial relationships and create ambiguity for companies attempting to comply. This is crossing the allowable legal line between contractor and employee relationships.	Control should be confined to the activities conducted within the scope of the FSC certificate for those organizations and their outsourced contractors.	Thank you for your comment. This further expansion of the scope of the PfA will be a big topic of conversation at the next PfA Group meeting.	Kap-Stone
Definition: Control	<p>The 1st sentence is very important and should be retained: “A commercial relationship with a legal entity that has engaged, or is engaging in, an unacceptable activity does not, by itself, constitute Control.”</p> <p>We absolutely are not in favour that “control should be further expanded to include situations where the organization knowingly purchased from a supplier engaged in an unacceptable activity regardless of whether the organization itself had control over the unacceptable activity.” Again, this would be overreaching, could lead to a much higher volume of issues to deal with, and would be impractical to implement. It would lead to even more grey areas and expand exponentially the volume of potential issues to deal with. It could consume significant resources, both for FSC and for organizations subject to investigations. The CoC and controlled wood certifications of certificate holders already cover a high proportion of potential unacceptable activities. It is not practical to achieve perfection, and it is not a wise use of resources to attempt to achieve it.</p>	Do not delete or change the wording of this sentence.	Thank you for your comment. This further expansion of the scope of the PfA will be a big topic of conversation at the next PfA Group meeting.	Resolute
Definition: Control	For the purposes of the PfA, the definition of Control should be limited to control with respect to forestry operations; otherwise, the reach of this policy could be overly expansive and would be impractical and improper to implement. For		It seems that the comment is more directed towards the Policy Elements or to the definition of Organization. Irrespective of the	Resolute

	example, it could be construed to apply to all of a mill's suppliers, including the supplier of nuts & bolts. There must be some rational and reasonable bound on the reach of the PfA.		final definition of control, it will be with regard to the 6 unacceptable activities and will affect those entities within the Organization.	
Definition: Control	We agree that the definition of control is vague and "will result in a [significant] number of grey areas that will need to be evaluated on a case-by-case basis." We have no suggestions as to how to get around this and simply identify it as something that could be very problematic. It could lead to significantly more demands for FSC administrative resources, which is contrary to one of the stated purposes for undertaking the revision to the PfA.		Thank you for your comment. This further expansion of the scope of the PfA will be a big topic of conversation at the next PfA Group meeting.	Resolute
Definition: Control	Concept of "Control" is supported. Include the situation where the organization knowingly purchases.		Thank you for your comment. This further expansion of the scope of the PfA will be a big topic of conversation at the next PfA Group meeting.	Ecohout
Definition: Control	Expanding the definition of "control" when determining how to apply the <i>Policy [for] Association</i> , has challenges. The proposal is to eliminate the 51 per cent ownership threshold and apply a broader definition of commercial relationship where the concept of "knowingly" purchasing from a supplier engaged in an unacceptable activity regardless if the organization has control may be more of an issue with regard to what "knowingly" is. It is important that organizations have a due diligence in [their] supply chain[s], but how different parties interpret "knowingly" of any of the <i>Policy [for] Association</i> elements may be difficult to determine. An organization may be limited in its ability to delve into the details of a suppliers' business at the level that might be required to address all of the <i>Policy [for] Association</i> elements. The proposed definition of "Organization" is broadly drafted to	Modify the 51 per cent ownership threshold for control to apply only to 51 per cent ownership by the FSC member company of its subsidiaries. It should be the responsibility of FSC to determine whether organizations with the FSC certification are violating policies. That information should be made available publically so that in the supply chain, other organizations can include that information in their own due diligence system of decisions regarding purchasing.	Thank you for your comment. This further expansion of the scope of the PfA will be a big topic of conversation at the next PfA Group meeting.	Georgia Pacific

	include any affiliates and all parent entities. If “Control” is deemed to exist when any entity in the organization owns 50 per cent or more of another legal entity, challenges are present in establishing complex legal entity structures and determining the “control” is improbable. Additionally, the presence of affiliate ownership unrelated to the business of the FSC member company is not indicative of control over the business.			
Definition: Control	<p>Control – there are several aspects to this definition which are open to interpretation and highly contestable. E.g. “special relationships”? (what are these?); where an individual is a Board member in another company – but this might or might not mean that individual has control, depending on his/her voting power or even personal influence, etc. – very contestable!</p> <p>Implications of second bullet point:</p> <p>If including as control “where refusal to buy from the supplier would have meant the activity would not have occurred” – this also could be highly contestable and possibly very difficult to prove. Due Diligence carried out by Company would have to be extremely rigorous and detailed. Does FSC want to impose a Due Diligence process greater in scope and rigour than that imposed by legislation such as EUTR etc.? This could get extremely complex.</p> <p>“organization knowingly purchased from a supplier engaged in an unacceptable activity regardless of whether the organization itself had control over the unacceptable activity.”: How to determine whether “knowingly”: too difficult to prove; suggest do not include.</p>	<p>Definition needs to be more narrow and able to be legally demonstrable.</p> <p>There is a big difference between “control” and “influence”. Influence is not easy to prove.</p> <p>Definitions are problematic enough. Also, given that CBs [are] supposed to be assessing Company Due Diligence procedures, how would they assess whether “control” could be proven?</p> <p>Do not include “knowingly”</p>	<p>Special relationships will be further defined in the next draft for clarity sake, with the main example being familial relationships.</p> <p>Agreed on all points; however, direct/indirect involvement and its focus on corporate structure was not, in application, meeting the intent of the policy which is why we are trying to focus more on control.</p>	Soil Assoc.
Definition: Control	We support the extension of the definition of control with adding knowingly buying from entities that (have) engage(d) in unacceptable activities. Same argument as under (a).	Addition to definition of control, second bullet point: The PfA applies where the organization	Thank you for your comment. This further expansion of the scope of the PfA will be a big topic of	Green-peace and Dog-

	<p>Especially in the case when the entity has been disassociated or was not allowed to associate with FSC after the due diligence procedures and especially if the unacceptable activity is still ongoing. Organizations buying from such entities might be introducing wood derived from unacceptable activities into the FSC system and are promoting (financially) activities that are going against the basic principles of FSC thereby undermining its mission and putting its reputation at risk. There is no way to explain to customers that FSC operators on the one hand certify their own operations but continue to knowingly finance for example forest destruction or buy from areas where human rights violations take place.</p> <p>There is also a concern that the definition of accountability and control will not address the significant reputational risk that may come from when an organization has a significant minority shareholding in or a direct family interest with a company that is in breach of the PfA. They should be accountable for what may be a significant interest in the company in breach – where they have the option of using their influence for change of practices, or that is not possible then divesting or removing themselves from having any interest, share or involvement. FSC cannot credibly ignore these situations, particularly as these were situations that in part provoked a review of the policy. For example, a 45 per cent share in a large company that is openly converting forests and logging illegally, or a company that is supposedly 'owned' by another family member but in effect is controlled by the organization (common situation in Asia).</p>	<p>knowingly purchase(s)(d) from a supplier that (has) (is) engaged in an unacceptable activity as determined through disassociation or where it has failed the due diligence procedures. The onus should be on the company ensuring all suppliers have had a Due Diligence check and if they haven't then it could be grounds for a PfA failure.</p> <p>Add to the definition of control companies with a 'significant shareholding or interest', meaning more than a 20 per cent share or management and decision-making control via family interests. For the later situation the precautionary principle would be applied where the entity would need to prove that they do not have control via family interests.</p>	<p>conversation at the next PfA Group meeting.</p> <p>Regarding the 20 per cent threshold, the concept of control is meant to allow us to not have to focus on thresholds but rather on whether there was control, with presumption that 50 per cent or more does constitute control unless demonstrated otherwise. Is 20 per cent threshold always translating to control of the unacceptable activity happening? Seems like there would be situations where this is not the case.</p>	wood Alliance and Forests of the World
Definition: Control	<p>We support including commercial relationships under the definition of control. Both governments and companies nowadays acknowledge the purchasing power as a way of steering suppliers' operations and have formalized this into procurement policies. FSC should not lag behind if it wants to</p>		<p>Thank you for your comment. This further expansion of the scope of the PfA will be a big topic of conversation at the next PfA Group meeting.</p>	Green-peace and Forests of the

	remain to be seen as relevant in promoting responsible forest management.			World and RAN
Definition: Control	<p>We support including commercial relationships under the definition of control. Both governments and companies nowadays acknowledge the purchasing power as a way of steering suppliers' operations and have formalized this into procurement policies. FSC should not lag behind if it wants to remain to be seen as relevant in promoting responsible forest management.</p> <p>It make sense to leave flexibility around the definition of control because in today's business world it is difficult to keep up with corporate and other structures that are too often used to obfuscate the public and other authorities. The FSC and its stakeholders should have the ability to pierce rigid formalities and follow common sense in these matters – as long as the rules and general ideas are clear.</p>		Thank you for your comment. This further expansion of the scope of the PfA will be a big topic of conversation at the next PfA Group meeting.	Dog-wood
Definition: Control	Support expansion of definition of control.		Thank you for your comment. We assume your comment refers to expansion to include 'knowingly' aspect and not just expansion of direct/indirect involvement to include all situations where there is control.	Paula Montenegro
Definition: Control	<p>I agree with the language of this definition, as it [relates] to "control". However I do not support using "control" as the primary or sole determinant for application of the PfA. See definition of "accountability" above.</p> <p>I do not agree that using definition of "control" is the appropriate way to address supply relationships. If an organization knowingly purchases products in a supply chain, and therefore supports another organization in undertaking unacceptable activities, then that should be grounds for disassociation. It is not a question of control.</p>		<p>Thank you for your comment. This further expansion of the scope of the PfA will be a big topic of conversation at the next PfA Group meeting.</p> <p>And correct that definition of accountability (not control) would be expanded to include these commercial relationships, if that the</p>	Keith Moore

	Yes the whole concept of accountability and association should be expanded. Control can be limited to ownership – but other factors have to be included as well. Yes, the concept needs to be expanded to association with suppliers.		way this issue goes.	
Definition: Control	The existing Policy does not adequately identify “indirect involvement”. That should be clarified. However, it should not be done in a way that expands the scope of the Policy. FSC should not expand the scope for activities that do not fall within the scope of the Organization’s FSC certificate. FSC has to focus on the issues it is responsible for i.e. CoC / CW and FM standards and not expand its role to control other business of the Organization. In addition, FSC should avoid [duplicate] work (i.e. demanded already according to CoC standard), which is also one issue in the new Global Strategy.	Deletion of the expansion to the activities that do not fall within the scope of the Organization’s FSC certificate.	Noted, though it seems that this comment is more directed at the scope of the policy elements (the 6 unacceptable activities).	Tornator and Metsa Group and FFIF and UPM and Stora Enso Oyj
Definition: Control	Limitations/parameters should be placed on how commercial relationships and purchases are viewed within the PfA. A purchase alone should not constitute as grounds for PfA trigger when the purchaser does not have “control” over the supplier. Control definitions should not be expanded in this manner.		Thank you for your comment. This further expansion of the scope of the PfA will be a big topic of conversation at the next PfA Group meeting.	International Paper
Definition: Control	Do not agree with the insertion of term “control”. There is lacking of clarity and leads to multiple interpretations, once the organization cannot be responsible for activities not related with its forest operations. It is necessary set out a limit where organization’s responsibilities against FSC begin and where it ends, and it cannot be beyond forest operations, due to its own impracticability. The term “control” overlaps the scope where FSC forest certification is applicable.	Keep the concept of direct and indirect involvement, just as the current PfA version.	Noted. This comment also references overlap between concept of control and activities that might go beyond the forest operations.	Arauco and IPEF and Cenibra
Definition: Control	It seems that you are trying to get too precise and legalistic here. You are definitely crossing the line of contractor/ employee relationship. Suppose I have a contractor who logs for a non-FSC company. That company does not follow FSC	Keep this simple ... hold FSC participants accountable for what they do themselves, or what contractors do on their behalf.	Thank you for your comment. This further expansion of the scope of the PfA will be a big topic of conversation at the next PfA Group	Potlatch

	<p>rules ... do I direct the contractor to obey FSC? Fire them? I may have a contractor that plants GMO for a different company. Do I fail the <i>Policy for Association</i>? Do I direct that contractor to stop their business relationship with that company?</p> <p>Monsanto is a supplier to us ... are we responsible for the multitude of activities under their business ... some of which undoubtedly involves production of HHP, GMO?</p>		meeting.	
Definition: Control	Good change even if we agree that it will likely lead to more grey areas. We have the situation with one FSC-certified forest owner owning the majority of the land in a specific ownership association (samfällighet) but having less [than] 50 per cent of the voting power. Forest management activities are not according to FSC standards and management activities are handled by the certified company. This leads to attention by environmental NGOs over and over again.		Thank you for your comment.	FSC Sweden
Definition: Control	Disagree with the insertion of term “control”. There is a lack of clarity and can result in multiple interpretations, once the organization cannot be responsible for activities not related with its forest operations. It is necessary define a limit where organization’s responsibilities against FSC begin and where it ends, and it cannot be beyond forest operations, due to its own impracticability. The term “control” overlaps the scope where FSC forest certification is applicable.	Keep the concept of direct/indirect involvement, as in the current PfA.	There might be some misunderstanding here. Whether we use the concept of control or direct/indirect involvement, accountability is still tied to the 6 unacceptable activities. Perhaps this comment is more geared towards issues related to the scope of the unacceptable activities.	CMPC Celulose Riograndense
Definition: Illegal harvest	I suggest this definition could be simpler if it referred specifically to two dimensions of illegal harvesting – 1. harvesting without legal tenure or harvesting rights for the products produced – and 2. Harvesting on a legal tenure but using illegal practices or causing illegal harm in harvesting those products on that tenure – harvesting on deep peat or cutting down CITES protected trees for example within a legal	Revise the definition.	This recommended definition would then not include illegal trade, or trade in illegal wood, and also the other aspects of illegal harvest. Not clear how the definition would benefit from adding a bit more specificity on one aspect of illegal	Keith Moore

	concession.		harvest at the expense of narrowing the scope of this category.	
Definition: Organization	The challenges with this clarification, is that FSC is now expecting that all of the policy elements would apply to a company's affiliation up and down (subsidiaries and parent) regardless of the fact that perhaps only one of the companies is engaged in forestry activities (and four of the six elements are specific to forestry). This does not seem to be appropriate in requiring elements to be applied that have no meaning to other affiliates. It also is not consistent with the FSC membership application form that this organization signed. FSC needs to remain focused on those issues it can best implement.	Apply to the company's affiliates engaged in forestry only. Alternatively, modify the definition of organization to exclude affiliates or subsidiaries of parent companies.	Thank you for your comment. This will be a big topic of conversation at the next PfA Group meeting.	Georgia Pacific
Definition: Organization	In the discussion draft of the Procedure for Due Diligence, the "Organization" is required to have DD Procedure – if this definition of Organization is used, this would mean that each affiliated entity, including subsidiaries etc., needs to have due diligence procedure. I think intent is actually that only the entity applying for association needs to have the DD Procedure (although this procedure should cover its affiliates etc.) – need to clarify.	Re-think definition of Organization or use of "organization" in Due Diligence Procedure.	Thanks for pointing this out!	Soil Assoc.
Definition: Organization	We disagree with the expanded definition of "organization" as proposed. It is unrealistic to expect all affiliations of a FSC-certified company to fully conform to all the specific requirements and prohibitions proposed by FSC. This would create additional burdens on FSC and certified companies at least and also would be very difficult to fully prove conformance as suggested for all affiliations.	Organization should be confined to the entities specified within the scope of the FSC certificate.	Thank you for this perspective, which will be discussed at the next PfA meeting. It should be pointed out that the definition of 'organization' has not been expanded. It is the same as in the application of the current policy, though it had not been clearly articulated previously.	KapStone
Definition: Significant	Does this apply to procurement-only companies or just landowning companies? If meant for both then clarification is	Clarify applicability.	Not entirely sure of the issue here, so let us discuss further.	Enviva

conversion	needed on how a procurement company can show compliance as well. As written it seems to apply to only forest owners.			
Definition: Significant conversion	The sentence is not applicable to less and exceeding the percentages of conversion. Furthermore there is no need to say that exceeding the percentages does not lead to disassociation per se, because in case of violations the complaints panel also includes in its recommendation the systematic nature of the violation and the reputational damage. We therefore suggest to focus on conversion less than the percentage.	Conversion that is less than these percentage and numeric thresholds, or that exceeds them, does not exempt lead to disassociation per se, but will lead to a case by case investigation according to the Complaints Procedure.	Thanks for this analysis, and we will work to make it clearer what is meant by this explanatory note, which I believe does meet your recommendation.	Green-peace and RAN
Definition: Significant conversion	Definition of conversion should include not just HCVs but other high conservation value ecosystems	Change to: Conversion of areas with high conservation values.	The PfA group had proposed to focus on forests, as it is challenging enough (particularly without HCV assessments done) to expand this concept beyond forests. The scope of this category will be revisited during the next meeting.	Paula Montenegro
Definition: Significant conversion	The term should change from 'forested areas' to 'forests'.	Conversión de más del 10 per cent de las áreas forestales de bosques bajo control de la organización dentro de una jurisdicción nacional en los últimos 5 años;	Thank you for pointing this out. It may be an issue with the translation, which we will look into for the next version.	Paula Montenegro
Definition: Significant conversion	The bullet "Responsible and planned conversion with corresponding environmental and social impact assessments and mitigation measures versus reckless conversion" is not only not clear on what needs to be evaluated, but also more importantly planned conversion can't be better than reckless ones – is intention and planning not even worse than ignorance and recklessness ?	Change text: "Planned conversion with corresponding environmental and social impact assessments and appropriate mitigation measures taken" Change text: conversion is normally considered significant.	Thank you for pointing this out!	WWF
Definition:	Conversion – numeric values: I agree with the retention	Suggest remove "national	Thank you. The implications of this	Soil

Significant conversion	of these numeric values 10 per cent/10,000 hectares in the absence of a better way to give a cut-off point (and I think a cut-off point is needed!). However I don't agree with these being applicable "within national jurisdiction" – 10,000 ha is a large area even if converted across several countries, and I think demonstrates a lack of commitment.	jurisdiction"	clause are being further analysed and will then be discussed at the next PfA Group meeting.	Assoc.
Definition: Significant conversion	<p>In addition to the three measures listed, there should be a fourth related to supply. I.e if more than 10 per cent of the wood supply into an organizations facility came from conversion by them or others in their supply chain.</p> <p>Also the thresholds of 10 per cent and 10,000 ha could be very large areas. I suggest replacing the 10,000 ha limit (3rd bullet) with a numerical limit of more than 1000 ha in a current year or 5000 ha in a five year period.</p> <p>agree with the notes. This is important in jurisdictions where organizations have large tenures but are extending management over a limited area. They are accountable for the conversion within the entire tenure area, not only the small piece they are most interested in.</p>	Add 10 per cent of wood supply into facility came from conversion Revise 10,000 ha to 1000 per year or 5000 per 5 year period.	An overhaul of the definition of "conversion" is beyond the scope of this revision. A more focused and technical process needs to be in place to adequately address threshold changes, etc. Some of this will be done by the Motion 12 Working Group, and then aligned with the PfA, and some will need to be addressed by another process.	Keith Moore
Definition: Significant conversion	This seems un-necessary here. I am not sure this definition is universally applicable ... varies by National Initiative I think.	Please double check that this is the only acceptable definition of significant conversion in the FSC system.	This is the definition that is currently in the PfA and also the <i>Controlled Wood Standard</i> .	Potlatch
Definition: Significant conversion		Conversion that is less than these percentage and numeric thresholds, or that exceeds them, does not exempt lead to disassociation per se, but will lead to a case by case investigation	Thanks for this analysis, and we will work to make it clearer what is meant by this explanatory note, which we believe does meet your recommendation.	Ecohout

		according to the Complaints Procedure.		
Definition: Significant conversion	<p>I suggest adding “High Carbon Stock Forests” to define “Significant conversion”:</p> <p>The rationale in having the section “Significant conversion” is:</p> <p>a. To assure that the companies do not conduct any conversion of HCV and HCS forests – as these forests need to be protected and conservation objectives are achieved;</p> <p>b. That any conversion of non-HCV/HCS forests into plantation forests is not an environmental concern, but as positive effort to convert degraded unmanaged areas into productive managed forests – which is the most effective against illegal logging, encroachment and fire hazard.</p> <p>Thus, I also suggested a more stringent definition of “Significant conversion” (see next column)</p> <p>From the Indonesian Government rule on conversion of forest: Ministry of Forestry, after giving a license, will expect the company as concession manager to convert certain forest areas within a year (RKT or Annual Working Plan), or else facing the risk of getting the license for the area revoked;</p> <p>c. From the conservation perspective: In Indonesia, converting non-HCV/HCS forests into plantation forests is probably the most effective against illegal logging, encroachment and fire hazard – as the local community always identify non-plantation areas as no-man’s land and will start encroaching or burning them, mostly for palm-oil plantation.</p> <p>Thus from the government regulations and conservation point</p>	<p>“Conversion is considered significant in any case of Conversion of high conservation value and High Carbon Stock Forests of more than 1 per cent or 1,000 ha of the HCV/HCS forest areas under the organization’s control within a national jurisdiction in the past 5 years.”</p>	<p>Thank you for your comment. This would be a complete overhaul of the definition of conversion, which is beyond the scope of this revision. HCV (and to some extent HCS) are covered under the category related to damages to HCVs.</p>	APRIL

	of view above, fixing the rate of conversion of forests might be contra-productive.			
Definition: HCVs	Damage is considered significant if the attributes that constitute high conservation values no longer exist or cannot be repaired. Cannot be repaired in what timescale, ever ? i.e. total extinction? Otherwise could argue that values could be repaired over thousands of years?! Watershed could be poisoned but corrected over a couple of decades?	Clarify definition of significant damage. Check what CW standards say?	Thank you for pointing this out. The revised definition was focused on aligning the text in the category with the definition that is in the existing PfA. We will now also look at better alignment with the <i>Controlled Wood Standard</i> , particularly with respect to 'threats' to HCVs.	Soil Assoc.
Definition: HCVs	It is not clear that the explanatory note is normative, and it must be: "It is not expected that the organization will conduct HCV assessments to determine the existence of HCVs and the threats to them; rather, it is expected that the organization makes use of available tools such as FSC national or centralized risk assessments and has mitigation strategies in place in situations where potential risk to HCVs exist."	Delete the "Explanatory Note" reference and incorporate that language directly into the definition so that it is clear that the explanatory note is a normative part of the document.	Unclear why this is needed, and also it is not part of the definition so would be hard to include it in the definition. We can look at other ways to meet your intent.	Resolute
Definition: HCVs	This is too extreme. The definition is complete elimination, not significant damage. The definition needs to be revised to mean "significant" – not total. This could involve reference to disregard for measures proposed to manage HCV in completed HCV reports, or significant loss of values as a result of activities, without measures to compensate, mitigate, repair or restore.	Revise definition to mean less than total elimination of values. Use reference to HCV assessments, or absence of measures to protect ...	Thank you for pointing this out. The revised definition was focused on aligning the text in the category with the definition that is in the existing PfA. We will now also look at better alignment with the <i>Controlled Wood Standard</i> , particularly with respect to 'threats' to HCVs.	Keith Moore
Definition: HCVs	I suppose FSC rather wants to encourage the use of HCV assessments, yet in the below sentence it sounds like it is	Add the word in bold: "It is not expected that the organization will	Thank you for this. The note was to address concerns that the	WWF

	never needed: “It is not expected that the organization will conduct HCV assessments to determine the existence of HCVs and the threats to them; rather, it is expected that the organization makes use of available tools such as FSC national or centralized risk assessments and has mitigation strategies in place in situations where potential risk to HCVs exist”	systematically conduct HCV assessments to determine the existence of HCVs and the threats to them; rather, it is expected that the organization makes use of available tools such as FSC national or centralized risk assessments and has mitigation strategies in place in situations where potential risk to HCVs exist	expectation was for companies to conduct full-blown HCV assessments for all their operations (uncertified) in order to demonstrate conformance with this policy.	
Definition: HCVs	Does the definition of ‘significant damage to HCV’ match the one used in CW?	Align CW definition if needed on ‘significant damage to HCV’	Thank you for pointing this out. The revised definition was focused on aligning the text in the category with the definition that is in the existing PfA. We will now also look at better alignment with the <i>Controlled Wood Standard</i> , particularly with respect to ‘threats’ to HCVs.	WWF
Definition: Violation of trad/human rights	“Violation of traditional and human rights” (should be or? – otherwise need a violation of both sets of rights in order to trigger a non-compliance?)	Violation of traditional or human rights	Thanks for pointing out this error!	Soil Assoc.
New definition	Adding further clarity on the definition of “forest areas” in: “Conversion of more than 10 per cent of the forest areas under the organization’s control within a national jurisdiction in the past 5 years” As I wasn’t too clear whether this term “forest areas” include industrial plantation forests or only new		The terms ‘forest’, ‘forest areas’, and ‘conversion’ will be defined in the next draft, and aligned with the P&C and <i>Controlled Wood Standard</i>	APRIL

	unopened non-HCV/HCS forests?			
Part 1 (Policy Elements)				
Statement itself	The use of accountable as defined is much too narrow and dramatically limits the application of the PfA. This needs to be expanded as per suggestion on page 3	Add the words “ or associated with other organizations that are engaged in the following unacceptable activities. ”	See above comment on this issue. Again note: this revision of the PfA has expanded the scope of the PfA, not narrowed it. Further expansion to include actions of suppliers that are not within the control of the organization will be discussed at the next PfA meeting.	Keith Moore
Statement itself	This section should be clarified that these unacceptable activities should not be allowed for activities scoped within the companies FSC certificate.		This is covered under the ‘Scope’ section. Preference is to not have redundancies.	Kap-Stone
General	Why are the Part I and Part II headings needed? Under Part II there are sub headings but not under Part I.	Take away Part I, Part II.	Unclear why this should be taken away, but will look into this non-substantive change.	FSC Sweden
General	We need exemplification of scenarios to able to understand how this will play out and provide meaningful comments.	Please further explain.	Not clear which aspect needs further explanation. An annex is being developed that will provide examples of all the challenging concepts in this policy.	WWF
Violation of traditional/ human rights: Extending to non-	We support the idea that responsibility extends beyond forest operations, but not beyond the scope of the certificate and certificate holder. So, violations that occur in company headquarters are relevant even though the forestry operations are far away. Violations by a contractor or supplier that are not related directly to the forestry operations of the FSC participant are irrelevant.	Clarify that extension from forestry operations only goes as far as the scope of the certificate.	Thank you for this additional issue which will be discussed during the next PfA meeting: expanding the scope to include all forest-related operations.	Enviva

forest areas				
Violation of traditional/human rights: Extending to non-forest areas	It certainly makes sense to expect all organizations to respect such rights. Again, from our perspective, the challenge will always be for FSC in how it can monitor and implement this. Our suggested language does cover how this can be addressed (b, c, and d).		Thank you for your comment.	Georgia Pacific
Violation of traditional/human rights: Extending to non-forest areas	We are opposed to the proposition that activity b, violation of traditional and human rights, should be expanded beyond forestry operations. Again, this would be overreaching, could lead to a much higher volume of issues to deal with, and would be impractical to implement.		Thank you for your comment.	Resolute
Violation of traditional/human rights: Extending to non-forest areas	Currently there is not clarity on what this expansion actually means in terms of scope. If FSC is being overrun with current complaints, expanding this definition beyond forestry operations has the potential to further complicate an already overworked staff.		Thank you for your comment.	International Paper
Violation of traditional/human	We agree with the modification of unacceptable activity b, and support the arguments given. The implementation of the policy should not be affected as we expect member organizations to already have policies in place to prevent		Thank you for your comment.	Greenpeace and Dogwood

rights: Extending to non- forest areas	human rights and traditional rights violations in the whole operation including supply chains.			and Forests of the World and RAN
Violation of traditional/ human rights: Extending to non- forest areas	Agree to expand this category		Thank you for your comment.	Paula Montene gro
Violation of traditional/ human rights: Extending to non- forest areas	Yes, expand the scope to situations where these rights are violated irrespective of where they occur.		Thank you for your comment.	Echout
Violation of traditional/ human rights: Extending to non- forest	I strongly support the proposed expansion of the scope of Unacceptable activity b, and the rationale for that.		Thank you for your comment.	Nancy Vallejo

areas				
Violation of traditional/ human rights: Extending to non-forest areas	Do not agree with the proposal of the WG [to] expand the scope of unacceptable activity b to beyond forest operations. PfA should look to forest operations, regardless if it is inside or outside of the certificate scope, and not get involved with the company's other business.		Thank you for your comment.	Arauco and IPEF and TTG Brasil
Violation of traditional/ human rights: Extending to non-forest areas	We don't agree with the proposed approach from the WG, expanding the scope of unacceptable activity b to beyond forest operations. PfA should mind forest operations, not matter if it is inside or outside of the certificate scope, but activities exclusively related to forest products and trade. It seems to us that things are getting out of control, and going beyond this point (forest matters) is such an unfeasible, unattainable approach.		Thank you for your comment.	Cenibra
Violation of traditional/ human rights: Extending to non-forest areas	Support the idea that responsibility extends beyond forest operations, but not beyond the scope of the certificate and certificate holder. Likewise for other FSC participants ... violations of concern to FSC are those related to FSC. So, for example, an NGO violating someone's rights on an issue like whaling [is] irrelevant, but violating someone's rights on forest or forest wildlife harvesting are relevant. So, violations that occur in company headquarters are relevant even though the forestry operations are far away. Violations by a contractor or supplier that are not related directly to the forestry operations of the FSC participant are irrelevant.		Thank you for this additional issue which will be discussed during the next PfA meeting: expanding the scope to include all forest-related operations.	Potlatch

Violation of traditional/human rights: Extending to non-forest areas	As noted above, expanding the current version of activity to encompass violations of traditional and human rights that occur outside of forestry operations could move FSC away from its role in the forestry sector and into a number of other industrial and commercial sectors, negatively affecting the ability for FSC to carry out its Mission and Vision.	FSC should not expand the scope of activity beyond forestry operations.	Thank you for your comment.	AF&PA
Violation of traditional/human rights: Extending to non-forest areas	Agree with the proposal to extend the scope to include violations of traditional and human rights irrespective of where they occur.	Extend scope.	Thank you for your comment.	FSC UK
Violation of traditional/human rights: Extending to non-forest areas	Agree with extending scope.	N/A	Thank you for your comment.	Soil Assoc.
Violation of traditional/human rights: Extending	Total disagreement with the proposal of the WG [to] expand the scope of unacceptable activity b (Violation of traditional and human rights) to beyond forest operations. PfA should look to forest operations, regardless if it is inside or outside of the certificate scope, and not get involved with the company's other business.		Thank you for your comment.	CMPC Celulose Riograndense

to non-forest areas				
ILO	It needs to be noted that just because a country may not be a signatory [to] all ILO Core Conventions that there is significant risk that companies in that country routinely violate ILO.	Note that companies are not in violation if countries are not signatories.	Changes to the International Labour Organization (ILO) category are beyond the scope of this revision. We will clarify with the FSC Director General (DG) as to how this policy should be implemented (aligned with current practice) if there is not a decision made by the ILO Working Group before this policy is finalized.	Enviva
ILO	We are still concerned that the FSC ILO issue is not resolved. While the other FSC working group addresses this, it is important that the <i>FSC Policy [for] Association</i> edits [its] language consistent with the December 2012 agreement in case the <i>Policy [for] Association</i> moves in a quicker timeline than the ILO Working Group.	Change "Violation of any of the ILO Core Conventions" to "Consistent with applicable national law and practice, shall respect (a) freedom of association and the effective recognition of the right to collective bargaining; (b) the elimination of all forms of forced or compulsory labour; (c) the effective abolition of child labour; and (d) the elimination of discrimination in respect of employment and occupation."	Changes to the ILO category are beyond the scope of this revision. We will clarify with the FSC DG as to how this policy should be implemented (aligned with current practice) if there is not a decision made by the ILO Working Group before this policy is finalized.	Georgia Pacific
ILO	Although this working group on Violation of ILO Conventions was announced some years ago, it is still not operational and [when] this will be is not known. Relying on the output of this WG for the policy is therefore difficult to justify, and the policy should refer back to the previous requirements regarding ILO Core Conventions (as per the 2011 version of the <i>Policy for Association</i>) until such time the WG has come to a recommendation. Leaving a void in this crucial aspect is simply unacceptable.	Updated information should be provided to members about the status of that related process.	Changes to the ILO category are beyond the scope of this revision. We will clarify with the FSC DG as to how this policy should be implemented (aligned with current practice) if there is not a decision made by the ILO Working Group before this policy is finalized.	N Vallejo

			The manager of the ILO Working Group process should soon be sending out an update on this process.	
ILO	Application of ILO conventions to private parties in lieu of governments is an incorrect application of ILO Core Conventions. These conventions are designed to apply to governments and not to private parties. Private parties are obligated to comply with laws at the national level. It is unreasonable and inappropriate to expect certificate holders and their suppliers to comply with ILO Core Conventions.	All references to violations of any ILO Core Conventions should be removed until this issue is resolved by the established Working Group.	Changes to the ILO category are beyond the scope of this revision. We will clarify with the FSC DG as to how this policy should be implemented (aligned with current practice) if there is not a decision made by the ILO Working Group before this policy is finalized.	KapStone
ILO	ILO continues to be a very important ... issue for us. The referenced term is "Conventions," while the definition refers to "Principles." This is an important distinction because not all countries have ratified all of the ILO Core Conventions, including the US and Canada. Until the FSC ILO task group completes its work and the issue is resolved, it is not proper to have this as a placeholder in the consultation draft or the final approved PfA document.	It would be best to delete this placeholder definition; do not include any reference to ILO until this issue has been resolved. Otherwise, change the referenced term from "ILO Core Conventions" to "1998 ILO Declaration on Fundamental Principles and Rights at Work."	Changes to the ILO category are beyond the scope of this revision. We will clarify with the FSC DG as to how this policy should be implemented (aligned with current practice) if there is not a decision made by the ILO Working Group before this policy is finalized.	Resolute
ILO	While we appreciate the recognition in the PfA Note to Stakeholders that the ILO Core Conventions issue is outside the scope of the PfA revision process, and the policy will be aligned with the outcome of a separate Working Group process established to address the issue, we reiterate the concerns below, which we expressed in comments on the proposed revisions to the <i>FSC Chain of Custody (COC) Standard</i> regarding the use of ILO Core Conventions and object to inclusion of any language requiring commitment with the Core Conventions until the issue is resolved: "AF&PA continues to take the position that application of ILO	The proposed PfA instead should simply state that appropriate language will be inserted once the issue is resolved, or in the alternative, should include the following language consistent with the December 2012 agreement: "Consistent with applicable national law and practice, shall respect (a) freedom of association and the effective recognition of the right to	Changes to the ILO category are beyond the scope of this revision. We will clarify with the FSC DG as to how this policy should be implemented (aligned with current practice) if there is not a decision made by the ILO Working Group before this policy is finalized.	AF&PA

	<p>Conventions to private parties in lieu of governments is an incorrect application of ILO Core Conventions These conventions are designed to apply to governments and not to private parties. Private parties are obligated to comply with laws at the national level. It is unreasonable and inappropriate to expect certificate holders and their suppliers to comply with ILO Core Conventions.”</p> <p>As we have noted in previous comments, the US, like many other countries, has not ratified all of the Core Conventions as the Core Conventions conflict with US laws in a number of instances. The US and its states vigorously enforce numerous federal and state laws that provide social, health and safety protections in a manner consistent with the 1998 ILO Declaration on Fundamental Principles and Rights at Work, 1998 (1998 Declaration). The 1998 Declaration covers freedom of association and the right to collective bargaining, and applies to all countries by virtue of their membership in the ILO, regardless of whether they have ratified relevant ILO Conventions.</p>	collective bargaining; (b) the elimination of all forms of forced or compulsory labour; (c) the effective abolition of child labour; and (d) the elimination of discrimination in respect of employment and occupation.”		
HCV	What about other high conservation values/ecosystems?	Expand to include other high conservation value ecosystems.	See comment on definition of HCVs.	Paula Montenegro
Conversion	Again, the expansion of “control” will make the issue of identifying “significant” conversion difficult. Conversion should be addressed in broader context of the control wood risk assessments done by individual countries. Addressing it in the <i>Policy [for] Association</i> is not appropriate.	Delete.	Controlled Wood National Risk Assessments do not address whether a specific company has significantly converted, so it is not clear how this issue could be addressed by those National Risk Assessments. Elimination of any of the unacceptable activities is beyond the scope of this revision.	Georgia Pacific

Conversion	The proposed expansion of the term “organization” and “scope” may prove difficult to implement. For example, a complainant may argue that a state in which a state agency has certified forests is in violation of the PfA if the state allows conversion of over 10,000 hectares of forests anywhere in the state through any state government action.	FSC should delete this section and address conversion in the controlled wood and forest management set of standards.	The Controlled Wood and Forest Management standards address conversion within a certified unit or risk assessment, it does not address whether a company has been significantly converting areas not certified or not within the scope of the certificate, which is what the PfA is intended to address.	AF&PA
GMOs	The wording must be aligned with the approach given to controlled wood: “Commercial use of GMO trees”. Furthermore, this wording goes against sentence “Intent to engage in an unacceptable activity is not sufficient grounds to trigger a complaint”(p. 6, line 2).		Proposed wording aims to clarify what is meant by ‘commercial use’, which must be more than just intent. We will work to make this clearer in the next version.	Arauco and Cenibra and IPEF and TTG Brasil
GMOs	The GMO definition and what constitutes a PfA violation is more clearly worded with the proposed wording. We agree with the working group recommendation that a separate process to seek resolution on the GMO policy is needed.		Thank you for your comment.	International Paper
GMOs	We agree with the recommendation of the Working Group that the FSC Secretariat should establish a focused and meaningful process to discuss and seek resolution on the GMO policy.		Thank you for your comment.	AF&PA
GMOs	The new version of the sentence now only refers to GM trees, instead of GMOs (trees or other organisms) and is therefore reducing the scope. “For commercial purposes” is not enough limiting. FSC Luxembourg Board of Directors believes FSC should not support research into GMOs, neither in laboratories nor in fields, FSC certified or not, since research into GMO entails risks and supports the idea of a potential use of GMOs in the	Any activity related to genetically modified organisms: research, development, planting, growing or financing.	The mandate of this revision is to clarify the ambiguity of the term ‘introduction’ that is found in the current text of the <i>FSC Policy for Association</i> , which is being proposed to mean “planting or growing for commercial purposes”. Any changes to the <i>FSC GMO Policy</i> are beyond the scope of this	FSC Luxembourg

	<p>future. Research on GMOs should therefore be an unacceptable activity for FSC-certified organizations and any organization that seeks to associate with FSC.</p> <p>FSC Luxembourg Board of Directors believes that any association with any organization that develops, plants, grows or finances GMOs or GM trees, or supports research into GMOs or their commercialization is unacceptable and represents a direct threat to the reputation and the credibility of FSC and to its very existence. Such activities are against one of the core value of FSC: the prohibition of GMOs.</p>		<p>revision.</p> <p>The comments about genetically modified (GM) organisms beyond trees will be discussed again by the working group.</p>	
GMOs	<p>For example, as a nursery I may grow GMOs (whether I know it or not) for someone else who is not FSC. Seed is provided to me by a customer ... it might be GMO.</p> <p>Totally support a review of GMOs, but until then it seems pretty clear they are not allowed. They should not be placed on certified lands for any reason without a derogation.</p>	[It] should be limited to planting on FSC-certified forest.	<p>This policy aims to address unacceptable activities on uncertified units and therefore the intent of this category is for uncertified forests.</p> <p>Eliminating this category is beyond the scope of the revision, and the mandate of the Working Group was more specifically to clarify the meaning of 'introduction'.</p> <p>Thank you for your support for a review of GMO policy.</p>	Potlatch
GMOs	We agree with the Working Group recommendation in the Note to Stakeholders that "the FSC Secretariat establish a focused and meaningful process to discuss and seek resolution on the GMO policy."		Thank you for your comment.	Resolute
GMOs	The wording shall be aligned with the approach given to controlled wood: "Commercial use of GMO trees".		Intent is to clarify when GMOs are being used for commercial purposes and yes, this is what is considered an unacceptable activity. The	CMPC Celulose Riogrand ense

			difference with the PfA and controlled wood is that controlled wood focuses on wood that goes into a product stream and PfA focuses on activities happening in operations.	
Additional activity: Activities that breach policies/procedures	I suggest addition of another category to address unacceptable activities as “activities that breach policies and procedures established by FSC and that bring damage to FSC or bring FSC or its members into disrepute.” I am thinking of the actions of a Canadian forest company in avoiding all established conflict resolution procedures and launching court action against a certification body, its staff and a consultant, as well as initiating court action and defamatory comments against FSC member organizations. These activities should not be acceptable from FSC member organizations, and should be grounds for disassociation.	Add “activities that breach policies and procedures established by FSC and that bring damage to FSC or bring FSC or its members into disrepute.” to the list of unacceptable activities.	This will be discussed again at the next meeting; however, it should be noted that previous recommendation of the group was not to develop additional categories because we could never come up with the exhaustive list and because the specific issue described in the comment is already covered within the TLA, and will be noted in the accreditation standard.	Keith Moore
Additional activity: Corruption	There is an argument that we should include corruption as an unacceptable activity.	Consider extending scope to include corruption.	This will be discussed again at the next meeting; however, it should be noted that it was previously decided not to include corruption, because FSC cannot resolve cases related to whether an organization was corrupt or not, and that such cases need to be determined by court of law. Also that TLA can already cover other activities that damage the reputation of the FSC.	FSC UK
Additional activity: Activities more relevant to	This definition should be expanded to include any forestry-related activities applicable to all organizations associated with FSC, including member organizations that are not certificate holders. For example, if an organization is using illegal tactics or methods to protest		It appears that this would expand the scope of each of the unacceptable activities.	Resolute

members	what it believes to be an issue, then that organization should be held accountable under the PfA.			
Part 2 (Policy Implementation)				
Due Diligence	Complaints: We are concerned with the existing timelines associated with stakeholder complaints (over 4 months) as identified in FSC-PRO-01-009 (V3-0). The working group proposal to enable FSC to proactively evaluate allegations of possible <i>FSC Policy for Association</i> violations as an alternative to a complaint being filed has merit. We recommend that this same process of going through a streamlined approach in the FSC Secretariat be applied for both reactive and proactive investigations. It is important for FSC to streamline its process in order to protect its brand in a timelier manner. However, at the same time, we do have concerns about processes and procedures that would be implemented and a possible undue power moved to the Secretariat. There must be protections put in place.	Establish a streamlined process for the Secretariat to evaluate Reactive or Proactive investigations. Provide for an administrative appeal to a Board after a preliminary finding is made by the Secretariat.	Changes to the complaints procedure (i.e. timelines for 'reactive investigations') are beyond the scope of this revision, and will be considered in the future revision of the complaints procedure.	Georgia Pacific
Due Diligence	Highly problematic: See comments under Due Diligence Procedure		OK.	Soil Assoc.
Due Diligence	See concerns above that there is no independence in the due diligence procedure.		OK.	Keith Moore
Due Diligence	Need to define timeframe for organizations to meet new requirements (will this be the effective date of the standard?).	Clarify how the policy will affect organizations with existing associations with FSC.	There would be a phase-in period. It might also be that applicants are screened through the due diligence procedure while already associated certificate holders follow a different due diligence schedule, based on risk. Details are being worked out, and thank you for this point that will be added to list of issues to work	FSC UK

			out.	
Due Diligence	<p>“This procedure is also implemented on an ongoing basis to monitor for changes.”</p> <p>There is little information regarding how ongoing monitoring will be conducted.</p>	Delete this sentence.	Noted that “ongoing basis” needs to be further considered and better explained.	KapStone
Part 3 (Investigation of allegations)				
Complaints	This entire section should reference “complaints”, as defined in FSC-PRO-01-009-V3.0. It should not reference “allegations”. See comments below under Document 3.		Interesting point. Will look into it. Thank you.	Resolute
Proactive PfA	We are not in favour of the proactive investigation mechanism. We believe it will be unmanageable and impractical to implement. See comments below under Document 3.		OK.	Resolute
Proactive PfA	Support allowing for proactive evaluations.		Thank you for your comment. We are now also looking into a more comprehensive revision of the complaints procedure so that this ‘proactive’ element is better integrated into the process and meets its intent without creating a confusing, parallel process.	Paula Montenegro
Proactive PfA	This method is very open ended and has the potential for false or unwarranted allegations to be submitted. Any complaint or allegation should contain adequate evidence for any suggested violation. In addition, FSC does not have the capacity or expertise to effectively investigate complaints or allegations.	At this point I recommend removing this entire concept.	Thank you for your comment. We are now also looking into a more comprehensive revision of the complaints procedure so that this ‘proactive’ element is better integrated into the process and meets its intent without creating a	KapStone

			<p>confusing, parallel process.</p> <p>Also, as with the current complaints procedure, frivolous complaints are not accepted, and allegations would need to be substantiated.</p>	
Proactive PfA	<p>It would be good to explore this possibility. There are these cases which come into the FSC system as a complaint but would fit better as a PfA or the other way around. It is not always so easy for someone outside to define.</p> <p>We also have some ongoing issues which might not fit under one or the other but still [require] a lot of attention and criticism. It is when forest companies sell larger set aside areas for nature conservation, and the areas are logged by the uncertified buyer. The other issue is large scale forest activities made by certified companies but as contractual work on uncertified land. This activities are not fulfilling the FSC standard, but are bought as CW of the same companies processing plant. This is not at all illegal but still heavily criticized.</p>		Thank you for this background information.	FSC Sweden
Part 4 (Consequences of a breach)				
Conditional association	<p>If FSC is going to go down the road of “indirect” control then you definitely need processes for CH that get caught up in other’s mistakes or that just made an honest mistake and was unaware of the consequences.</p> <p>We support the conditional association to provide an alternative pathway for regaining association with FSC.</p>		Thank you for your comment.	Enviva

Conditional association	I strongly disagree with the second option provided in 4.1 b). Once the organization has been found in breach with the <i>Policy for Association</i> , the disassociation should take place, until the pre-conditions for renewal are met. Option b significantly weaken a. As the policy only addresses controversial and unacceptable activities, it is difficult to envisage situations where they could be minor and thus deserve the application of option b.2	Delete 4.1 b)	Thank you for your comment. If this alternative option is pursued, additional detail will be provided as to when it is applied and the conditions that will be included.	Nancy Vallejo
Conditional association	I do not support the addition of a second option of conditional association.		Thank you for your comment.	Paula Montenegro
Conditional association	We do not support adding a second option of conditional association when breach of the PfA is established. The power of the policy is that it is rigorous in protecting FSC's credibility. If that is weakened by half-way options this poses an increased threat to FSC's reputation. It is also an unnecessary option because in cases of disassociation a pathway for re-association is established and that is already leading to positive impacts on forests and people when unacceptable activities are compensated or policies improved. The efforts from companies are likely to be more time-effective and serious when they are disassociated in order to regain association a.s.a.p. And when disassociated the company will not profit from the FSC label in the mean time. Sticking to disassociation will give customers more assurance the FSC product they buy is not related to violation of FSC's core principles.	4.1 An organization found to be in breach of this policy will face the following one of two consequences: b. Conditional Association, with time bound conditions that must be met in order to maintain association with FSC. The organization must agree to meet these conditions, and failure to agree and implement the conditions within the agreed timelines will be grounds for disassociation (option 4.1.a, above).	Thank you for your comment.	Green-peace and Forests of the World and Dogwood Alliance and RAN
Conditional association	Disassociation has proven to be a very powerful and effective tool to date. We do not support adding a second option of conditional association when breach of the PfA is established. The FSC is already very complicated and this tool should be as simple as possible. Sticking to	4.1 An organization found to be in breach of this policy will face the following one of two consequences: b. Conditional Association, with	Thank you for your comment.	Dogwood alliance

	disassociation will give customers more assurance the FSC product they buy is not related to violation of FSC's core principles.	time bound conditions that must be met in order to maintain association with FSC. The organization must agree to meet these conditions, and failure to agree and implement the conditions within the agreed timelines will be grounds for disassociation (option 4.1.a, above).		
Conditional association	We support "Conditional Association", with time-bound conditions that must be met in order to maintain association with FSC. The organization must agree to meet these conditions, and failure to agree and implement the conditions within the agreed timelines will be grounds for disassociation.	Please consider or explain any restrictions of their rights under this conditional association.	Thank you for your comment. The specifics of how this would work, including restrictions of their rights, will be further discussed at the next PfA Group meeting.	WWF
Conditional association	No, the Conditional Association is not a good idea. This should be left out the Policy. It would lead to much more unclarity.		Thank you for your comment.	Ecohout
Conditional association	The working group has asked for public comment on expanding consequences to include: (a) compensation for damages; (b) a time-bound action plan for resolving the issues that led to the violation; and (c) improved due diligence procedures and systems in place to ensure that future violations do not occur. We would suggest that damages should not be included. There are so many challenges in such a process such as: How would damages be assessed? How would the amount of damages be determined? What administrative procedures or court of law would be provided for in terms of appeal? Our suggestion is that the current process of disassociation is strong enough and clearly puts	Eliminate compensation for damages.	Thank you for your comment. If is decided that conditional association may apply in some cases, then it may be that in some cases compensation of damages is also necessary, as has been one of the conditions for reassociation with at least one of the companies that has been disassociated to date.	Georgia Pacific

	organizations in a public process of being evaluated by their own customers. This type of pressure can have more positive impact [than] damages. Also, a time resolved action plan does have merit but would need to be considered in who determines the action plan and what is a reasonable time line depending on that action plan.			
Conditional association	Support the conditional association with time-bound conditions that must be met in order to maintain association with FSC.		Thank you for your comment.	Tornator and Metsa Group and FFIF and UPM and Stora Enso Oyj
Conditional association	In favour of conditional association.		Thank you for your comment.	AF&PA
Conditional association	<p>We are in favour of the allowance for Conditional Association.</p> <p>However, we are not in favour of including compensation for damages as one of the types of conditions that may be implemented, as this would be extremely subjective and difficult to determine.</p>		Thank you for your comment. If is decided that conditional association may apply in some cases, then it may be that in some cases compensation of damages is also necessary, as has been one of the conditions for reassociation with at least one of the companies that has been disassociated to date.	Resolute
Conditional association	<p>I can agree with the Conditional Association option under conditions such as those described in the stakeholder consultation note, with further comment below and right.</p> <p>There is already the possibility that even if a company infringed the PfA, this might not necessarily lead to disassociation. This means that currently the process of</p>	Suggest conditions must be strictly timebound (e.g. as for Major CARs – 3 months).	The intent is to have time-bound conditions that are strict and short term.	Soil Assoc.

	<p>disassociation is not taken lightly and really only happens in the most serious of cases – meaning that what the Organization has done has to be extremely serious in terms of human rights, HCVs, illegality etc. This is a good reason to not include a Conditional Association option at all.</p> <p>However, given that there will be the introduction of pro-active disassociation – this might lead to more disassociations in general, and not just the most serious infringements. I therefore think that Conditional Association could be an option, however I think that the conditions must be time-bound with very strict timeline (e.g.. 3 months as for Major CARs). This gives flexibility for companies to have the opportunity to quickly resolve issues (if they are not so complex and major, and if the company acts quickly) in order to avoid the reputational hit of being disassociated. However if issues are so major/widespread that they are not resolvable in 3 months then FSC will disassociate after that time period.</p>			
Conditional association	I agree with the development of this conditional association. It may be a mechanism to address and resolve significant problems. In those situations finding solutions would be better than immediate disassociation.		Thank you for your comment. Note that this option would still be specific to cases where there was a violation of the PfA and not other significant problems that are outside the scope of the PfA.	Keith Moore
Conditional association	Support the introduction of Conditional Association. If the action was the result of a stakeholder complaint, how would they be involved in / kept informed of the conditions?	Clarify what role, if any, the complainant would have in this process	Thank you for pointing out the need to further clarify transparency as it relates to the complainant. This will be discussed during the next PfA Group meeting.	FSC UK
Conditional association	There is lack of clarity on how those items are going to be applied case-by-case. The proposed conditions do not		Certification bodies are not involved in PfA cases. More examples can	Arauco and

	establish if or when CBs have to be involved. It is necessary determine with more clarity which situations are applicable a dissociation or a conditional association.		be elaborated in an annex, if this option remains on the table after the next PfA Group meeting.	Cenibra and IPEF and TTG Brasil
Conditional association	If an organization is assessed as not being at risk of non-conformance and the CB/FSC reviews this as acceptable, how will this affect the way FSC deals with any subsequent complaint/breach?	Review whether the proposed approach (in FSC-PRO-01-004) has implications on the consequences of a breach.	Not clear how this relates to the option of conditional association. It appears that the comment is more related to how a potential violation is evaluated?	FSC UK
Conditional association	Seems reasonable to me. People make honest mistakes. This policy cannot be so precise as to provide clear specifications for all possible situations.		Thank you for your comment.	Potlatch
Conditional association	The proposal is welcomed. It is better to have more options, as this is such a difficult area.		Thank you for this comment.	FSC Sweden
Conditional association	There is lack of clarity on how those items are going to be applied case-by-case. The proposed conditions do not establish if or when CBs have to be involved. It is necessary to define clearly in which situations a dissociation or a conditional association shall be applied.		Factors that determine whether conditional association or dissociation will be selected will be further discussed at the next PfA Group meeting.	CMPC Celulose Riograndense
New section: Reassociation	A "Re-Association Section" – I strongly suggest that there needs to be a section on "Re-association" setting out procedures and timelines and requirements for "re-association" with disassociated companies. I do not think it is adequate to only include conditions in the decision to disassociate. Those can be provided there, but a section on procedures is necessary. This is a critical weakness in the existing system which has not been addressed here.	Add section to outline the procedures for "re-association".	This can be referenced in the PfA, though the elements included in a reassociation would be part of the complaints procedure.	Keith Moore
Intro: DDP	FSC needs to propose the process for on-going monitoring (using the Due Diligence Procedure), review and updating the process before we can know if on-going monitoring would be effective.		Understood. The due diligence procedure is currently in an exploratory phase and the discussion draft was intended to solicit preliminary input on the	Enviva LP

			direction it should take.	
Intro: DDP	Do not agree with the intent of the sentence “This procedure is also implemented on an ongoing basis to monitor for changes”. The application of a PRO to monitor in an ongoing basis would create a new type of verification, for which in principle, there is no structure, financing and it’s not viable (almost 800 members).	Delete the sentence “This procedure is also implemented on an ongoing basis to monitor for changes”.	Thank you for the comment.	Arauco and IPEF and TTG Brasil
Intro: DDP	Regarding the sentence “This procedure is also implemented on an ongoing basis to monitor for changes”, we don’t agree with the meaning and intention of it. Apparently it was not taken into account that, more than creating a new, unfeasible kind of monitoring, it represents new financial burden (personnel, resources) to an already costly system.	Delete the whole thing: “This procedure is also implemented on an ongoing basis to monitor for changes”.	The purpose of this phase of the development of the procedure is, in fact, to take such comments into account. Thank you for providing this feedback.	Cenibra
Intro: DDP	Disagree with the intent of the sentence “This procedure is also implemented on an ongoing basis to monitor for changes” because this means to create a new type of verification, for which in principle, there is no structure. Considering the numbers of membership it is probably not feasible.	Delete the sentence “This procedure is also implemented on an ongoing basis to monitor for changes”.	Thank you for your comment.	CMPC Celulose Riograndense
Intro: DDP	How exactly will this be implemented on an ongoing basis and monitored?		Although still in an exploratory phase, it has been discussed that monitoring could happen during the annual audit cycle.	Potlatch
Intro: DDP	There is excessive reliance on the self examination, or by a CB. There needs to be a process for external verification.		The Working Group is considering that different degrees of due diligence would be based on risk and that we need a simple way to screen low-risk applicants and a more robust process for not low-risk applicants. It would not be realistic to have external verification of 30,000 certificate holders plus	Keith Moore

			members, etc.	
Intro: DDP	FSC needs to propose the process for on-going monitoring (using the Due Diligence Procedure), review and updating the process before we can know if on-going monitoring would be effective.		Understood. The due diligence procedure is currently in an exploratory phase and the discussion draft was intended to solicit preliminary input on the direction it should take.	Enviva LP
New section: Repeat offenders	Re-occurrence – repeat offenders – I suggest that there should be a provision that if a disassociated organization is re-associated, but then found to be involved in unacceptable activities again – then the disassociation should be for a period of 5 years, or permanent – or something significant.	Add section to outline procedures if an association is found to be associated with unacceptable activities a second time.	Thank you and this will be added to the issues under consideration for when the complaints procedure is revised.	Keith Moore

Due diligence procedure (DDP)				
General	The process laid out seems reasonable. However the specific metrics/requirements/questions need to be vetted prior to implementation.		The document that went out for consultation was meant as an initial exploratory phase. Once a draft is produced, it will be further vetted. It is also expected that a technical committee with expertise on this issue will be convened to further develop the procedure.	Enviva
General	The Due Diligence process and the implementation of it “on an ongoing basis to monitor for changes” should apply equally to all FSC member or associate organizations, including all Social, Environmental, and Economic organizations. It should apply whether the organization is an FSC certificate holder or not.		OK, and not clear why it would be perceived that this is not the case. The draft stated it would apply to members as well as certificate holders.	Resolute
General	It is not clear how this procedure is implemented on an ongoing basis to monitor for change.		Although still in an exploratory phase, it has been discussed that monitoring could happen during the annual audit cycle.	Resolute
General	Support DD mechanism for PfA. ILO signatory of country should be one of the risk-based factors.		Thank you for this suggestion. It will be added to the discussion on the next phase of development of the procedure.	Echout
General	“PfA screening evaluation”. “Due diligence” nowadays is most commonly associated with EUTR, similarly “due care” with Lacey Act. Perhaps it’s better to use a different term, as it could create confusion given that the PfA screening it is nowhere near what most people would consider a “due diligence” process.		Thank you for pointing it out. Please let us know if you think of a better term – we are accepting recommendations.	WWF
General	It is not clear if this screening is going to occur at every audit or only at initial application. The key elements of the screening process should highlight what the intent is of this process as to when it will occur. This should be a slow rollout over time so	Highlight intent: concentrate on having minimal effort to certificate holders and Certification bodies to have a system that is based on risk	Yes, that is the intent. We will make this clear as we further develop the procedure.	International Paper

	that all current certificate holders are not held to a costly and mandatory timeline.	and can trigger a PfA issue but does not cause undue work for the CB and cost for the certificate holders already in place in the system.		
General	<p>We strongly support replacing the self declaration by a DDP because it is an insufficient measure to demonstrate compliance with the PfA, it will help out the rogue companies in the first place and it can work to prevent too many PfA complaint procedures that are very cost/time intensive + help prevent harmful activities and reputational damage instead of repairing afterwards. Also the idea for FSC to monitor high risk companies regularly is positive.</p> <p>We do have concerns about a risk based approach and using only information filled in by the company to assess risk. We would encourage the working group to look at ways for stakeholder input or cross-checking/complementing the DDP filled in by the organization by the CB. Data sets and risk indicators, e.g. also when risk is identified more concrete measures (not only by organization) need to be invoked.</p>		Thank you and it would be great for you to provide more detailed technical input on this as we work to advance the procedure.	Greenj and Dc and Fc of the 1 and R/
General	<p>FSC needs a way [of] dealing with a tiny handful of companies each year – it doesn't need to be a huge procedure which impacts every certificate holder.</p> <p>If FSC only has capacity to deal with a handful of complaints each year, then just let these come forward from the usual channels – I can see no benefit in a fishing expedition, which will annoy a lot companies, if it generates results that FSC have no resource to deal with.</p> <p>If there are 30,000 certificate holders, on a 5 year cycle, that's 6,000 per annum doing a due diligence – when FSC have the capacity to deal with 6 complaints per annum – that's 0.1 per cent of the annual total.</p>		Thank you and agreed that it is challenging to balance the need for screening / due diligence with the cost/burden placed on the system. Let us further discuss as we work to develop the procedure, with your points in mind.	Stakeh person commu tion

General	The DD Procedure is not in line with the FSC Global Strategy which aims to streamline normative framework and make it more user-friendly and cost efficient. The Global Strategy should be applied immediately and costs and other burdens to Certificate holders should be analysed before drafting any new procedures.		The DDP is in line with the <i>Global Strategy</i> ; however, as you state, it needs to be developed in a way that is streamlined, user-friendly, and cost-efficient. We are working with these principles in mind.	Tornat Metsa and FF UPM a Stora E Oyj
General	The existing self-declaration should not be replaced by a very heavy DD Procedure including risk-based factors. This is again the initiative which increases the costs of the certificate holder because of an extra work and audits. It also clearly shows that the work of the Organizations is not respected. Instead, FSC demands more and more evidence from the certificate holders and other members. We do not comment the specific content of the DD Procedure, because we see the Procedure suggested by FSC is not needed.		Thank you for your comment.	Tornat Metsa and FF UPM a Stora E Oyj
General	It is not necessary to create new platforms or software. There is already evaluation and conformity tools for the enterprise. The necessary is to improve the CB's role to promote an evaluation more consistent and strong, applying the current tools. This would become the process more objective, lean and in the same way of Strategic Plan.		The certification body does not currently do an evaluation against the PfA, thus this is what we are proposing happens in some form.	Arauco Cenibra IPEF a TTG B
General	It is unclear why software and an interface are needed for organizations that fall under the PfA. Due diligence is an internal process; it is unclear why a software interface would be required and FSC has provided little detail as to how information would be entered, how it would remain secure, or how the proposed risk-based factors would be translated into a due diligence software system.	AF&PA believes this section should be dropped.	FSC has provided little detail because the DDP is not currently at that level of detail. This is still an exploratory phase and we are seeking initial input so that we can develop a procedure with costs, benefits, and impacts in mind. The DDP for the PfA is different from a company's own due diligence, though it would be built off it.	AF&PA
General	I have no problem with the concept. But it needs more specific metrics defined in advance. And evidence those metrics		Thank you. Metrics and everything else will come later; this was meant to	Potlatch

	actually relate to PfA violations.		solicit initial input and technical expertise on what kind of DDP this policy needs.	
General	Don't forget this needs to work for all FSC members and associates ... all chambers.		We have not forgotten, and will not forget.	Potlatc
General	It is not necessary to create new platforms or software. There is already evaluation and conformity tools for the enterprise. What we really need is to improve the CB's role to promote a more consistent evaluation.		The certification bodies focus on activities within the scope of a certificate and not what the PfA intends to address, so while there might be a need to improve certification bodies' work, the PfA is outside of this.	CMPC Celulo: Riogra
2.1/2.2	It is unclear what will happen if a company that has been disassociated applies or a company that is knowingly engaging in unacceptable activities. We feel the FSC DDP should not only identify risks but also ask about actual violation of the PfA.	2.1 It requires an organization to assess its own due diligence system and report on (potential) violations so that it meets the requirements of the PfA. 2.2.2. In case of known or potential violations of the PfA the organization should report on those.	Yes, this is being proposed to be part of the process, and the existing FSC database would be expanded to document such cases as well.	Greenj and Fc of the and R/ Dogwc
2.2	Software interface to assess risk. It is confusing that the due diligence process is an internal process, conducted by the organization yet there is a requirement for use of a software interface. Our questions would be: 1. What will be the questions asked by such a programme? 2. Will the data be IT secure? 3. What process will FSC have to secure such data and will FSC allow for discussion between FSC and the organization relative to the security of such data? 4. Will the data be held confidentially? 5. What type of directives will be provided to the FSC-accredited certification body regarding the self assessment for those organizations which apply for certification?		Great questions – thank you! They will be taken into consideration as we continue to explore what the DDP might entail.	Georgi Pacific

	<p>Relative to the Structure and Process, upon application, FSC can determine “concern”. Our questions are:</p> <ol style="list-style-type: none"> 1. What will be the determining factors for “concern” by FSC and in which case, would it be brought to the attention of the FSC Secretariat? 2. What type of timeline will be expected in review of the self assessment when an application is made? 3. How will this impact existing use of labels and claims during the process of application? 			
2.2	<p>So far the system for Controlled wood is rather like the British legal system, i.e. “Innocent until proven guilty”. This draft appears to change it round to “guilty until proven innocent”. I don’t think that a switch this big is adequately justified – possibly needs some background from FSC.</p> <p>It would have huge implications including potentially large-scale loss of FSC certificate holders/applicants due to resource/cost etc., increases associated with putting a DDS in place and having it assessed. On the one hand I would like to see all Companies identifying and then mitigating the risk for all categories in PfA.</p> <p>However practical experience of developing Due Diligence system for EUTR (legality only) – we are also a monitoring organization – has brought to light fact that if a company is not sourcing certified product, and is sourcing from an area classified as Unspecified (or in future “Specified”) Risk on the as per CWRA (or Global Forest Registry), the minimum real option to ensure risk is mitigated is to do field audits (either by Company or by MO/CB) since paperwork is so unreliable in many cases.</p> <p>So effectively, introduction of such a procedure will require all companies (not just first placers) to do a type of CW field assessment. While this is desirable on the one hand it’s just</p>	<p>Firstly, in order to understand why this is being introduced it would be helpful to have justification from FSC as to why the current system is not working, especially given that there would be a potential Pro-active system.</p> <p>Further consider implications of this ... the implications of this would be huge for a small printing company. A small company in developing world would find extremely difficult to find capacity to work out how to meet this requirement.</p> <p>If such a system is required could FSC explore alternatives, e.g. taking EUTR first-placer approach? Or take SLIMF approach? I.e. smaller companies would not have to complete form at all?</p>	Great questions – thank you! We will take them into consideration as we continue to explore what the DDP might entail.	Soil As

	<p>not realistic. (It's equivalent to requiring EUTR levels for all 5 categories, not just legality, and for all companies, not just first placers/importers.)</p> <p>[Further communication:] Re DD procedure – I think more background on why some form of DD is needed (maybe not for everyone?) might help clarify what is actually really needed in terms of DD. I remember a conversation I had with a key ENGO a couple of years back where I understood from them that there were probably circa 10–30 big companies/groups in the world they were really worried about in PfA terms – so to me it seems overkill to apply a procedure to all CHs. But perhaps I'm mis-remembering or there's more recent info.</p>			
2.2	Given the proposal to extend the scope of policy to include violations of traditional and human rights irrespective of where they occur, it will be harder to assess risk (or will mean many organizations are assessed at being at risk and increase the work involved in completing the assessment and reviewing it).		Yes, this issue is being considered as further discussion is had on the scope of that category of unacceptable activity. Thank you for pointing this out.	FSC U
2.2	Perhaps the software interface could be a voluntary tool. Those organizations with their own DDS that meets the PfA requirements would then not need to duplicate this. It would also place the emphasis on the self-declaration (as now) rather than on the assessment and subsequent review.	Provide the software interface as a voluntary rather than mandatory tool.	This is one option we have been discussing. Thank you for also suggesting this.	FSC U
2.2	It is difficult to assess the impact without further information on the nature of this software interface and the work involved for all parties.	Provide additional information on the software interface.	We are currently just exploring this option and will have more information for the next phase.	FSC U
2.2	Regarding the proposed software interface, it is difficult to comment on that without seeing it. So long as it is simple and straightforward, it should be acceptable.		Great. That is the intent.	Resolu
2.2	We note that the risk-based factors are highly subjective. Who determines the “greater levels of due diligence” and what exactly is entailed in this? These items are subjective and vague, and thus difficult to comment on, especially “brand visibility,” “past activities,” and “reputation.”		Thank you. We will consider this as we develop the procedure further.	Resolu

2.3	“Additional assessment and monitoring will be conducted where high risk is identified” – what does this mean? Annex 3 audits? Or audits by companies?	Need to clarify. I suspect the whole concept needs re-thinking, and certainly needs justification.	Intent is not to have companies undergo anything like an Annex 3 audit, although we agree that a lot more thinking needs to go into this. It would be great to get Soil Association input on how such a procedure could work to meet its intent given the issues raised in this comment.	Soil As
2.3	“Additional assessment and monitoring will be conducted where high risk is identified.” By who?? In 3.3 it says “The FSC Secretariat will then review the situation and make a determination on whether or not to associate and/or on any need for monitoring the organization upon association given the identified risks”, but nothing is mentioned about the Additional assessment.	[Specify] who is responsible to make additional assessment and specify that FSC Secretariat is to make the monitoring.	This will be considered as we take the procedure to next phase of development. It would be great to get WWF input on how such a procedure could work to meet its intent given the issues raised in this comment.	WWF
3.1	<p>“3.1 Upon application for association with FSC (i.e. for membership, certification), the organization will fill out an electronic self-assessment that requests different levels of information based on the level of risk associated with the PfA.”</p> <ol style="list-style-type: none"> 1. FSC so far has not been able to provide key information in all languages due to lack of resources (some efforts have been made with OCP, but key standards are still only available in Spanish/English due to resource constraints). This form would have to be available in all languages. 2. Completion of this form would require considerable resources for company, and adequate assessment by CBs would also require considerable resources. Implication is that this would slow down, and possibly prevent, new applications; and certification costs would increase. <p>There will be a need for training in what due diligence processes are for those countries / companies / forest managers where this term is not familiar.</p>	I don't believe that market can bear it – additional cost and bureaucracy will push applicants towards PEFC. It is a High risk approach for FSC to adopt unless can make it really straightforward.	Thank you for your comment.	Soil As
3.1	“Number of subsidiaries/affiliates that comprise the organization” – number is almost irrelevant. Critical is where	Remove “number” or clarify.	OK, we will include this as we further develop the procedure.	

	exactly the organization (and it's subsidiaries etc.) is working.			
3.2	<p>"For organizations applying for non-certification trademark licence agreements, membership, or other agreements, the self-assessment will be reviewed by the FSC staff responsible for contract oversight."</p> <p>We understand the rationale for this review and agree on its importance for the credibility and integrity of FSC system. However we are worried about the implications in terms of (1) workload; (2) training; (3) access to relevant information for the NPs staff. A good example would be to think of the time and cost needed to review in a credible way the self-assessment of entities such as Carrefour, or Castorama, Leroy Merlin, etc. Will this be taken into account in:</p> <ol style="list-style-type: none"> 1. The cost we are allowed to charge for the [delivery] of a TLA (the revision of the TLA contract doesn't seem to cover this activity)? 2. The revenue sharing? 3. A specific contract? <p>In terms of workload, could this review be externalized to CBs with the proper staff and training?</p> <p>In terms of training, what is the process/resources that will be applied to ensure proper training of FSC staff?</p> <p>Details on the actual content of this procedure and means of verification are needed as soon as possible to evaluate the actual cost of implementation and the reputational risk implied: setting too high a requirement without the effective means to control it would be totally counterproductive (even more if products outside the forest sector are included in the scope ...).</p>		Thank you. These are good questions that will be taken into account as we continue to explore this procedure. It would be great to get FSC France's input as we further work on this procedure.	FSC F
3.2	As above – difficult to assess impact on the CB/FSC staff.	As above.	OK.	FSC U
3.2	CBs should only be present within the working framework of	Define each party's role within the	Thank you for your comment. This will	Interna

	this screening process by function of ensuring that a screening process has occurred and verifying that the screening process did not trigger an issue that FSC has identified. The responsibility of this full risk identification should lie within FSC for consistency as opposed to the certification body. Certification bodies are known to currently have inconsistencies in auditing this should not be transferred to screening.	screening process adequately so that there is not vast interpretations between the array of CBs implementing the platform.	be further defined as the procedure is developed.	paper
3.3	The working group should look into options of not having the CB check the outcomes of the DDP, because of the financial interest a potential client might bring in for the CB a more independent review is preferred.		Thank you for your comment. The challenge is who does this with over 30,000 certificates, etc.	Greenj and Dc and Fc of the 1
3.3	Will guidance be provided to the CB/FSC staff on how to determine the level of risk? Does this approach put more responsibility on these staff than under the current system (shifting the onus from the organization to the CB/FSC)?	Review whether it is appropriate for this responsibility to be placed on these staff (or provide guidance).	Yes, the intent is that guidance would be provided, with the software interface guiding it. It is expected that there would be more responsibility put on certification bodies and staff to implement this, though with the understanding of the resource constraints under which we are working.	FSC U
3.3	<p>“For organizations applying for certification, the self-assessment will be reviewed by the FSC-accredited certification body.”</p> <p>What are the criteria for review? What are the risk factors? Need these otherwise there will be vastly differing interpretations and inconsistencies. It is critical to think practically about some examples to work out how the CB process / decision-making would work.</p> <p>For example normally I would say a printer in the UK would be low risk generally. However they could be sourcing from a paper merchant elsewhere in Europe – they would need to go down several very lengthy chains to find the origin. I would</p>	<p>If this is to be included, need a standard for how CBs should assess these self-assessments.</p> <p>Could the Working Group try to put themselves in the position of a CB and work through a couple of practical examples in order to work out what would be involved / what guidelines/standards are needed? Both for uncomplicated scenario (to determine whether the idea is too complex for low risk companies), and for complicated/risky scenario.</p>	Yes, and we will convene a technical body, with certification body representation, to further develop this procedure and with the points raised in the comments in mind.	Soil As

	expect them therefore to choose PEFC certification instead.			
3.3	<p>“Where there is concern that an organization may not be in conformance with the PfA (i.e. where risk is determined to exist based on the identified risk factors), the case will be brought to the attention of the FSC Secretariat.”</p> <p>As above, need to define criteria for determining this. Highly likely to inundate FSC Secretariat with referrals.</p>	As above.	As above.	Soil As
3.3	If a company is chosen to be monitored by FSC that company should be informed what the justification is and what risk was identified. This should be required by FSC for transparency purposes.		Yes, and FSC is as always committed to transparency.	Internal Paper

Proactive PfA procedure				
General	There is not enough detail at this point for me to have comfort with this approach. As stated above it seems to bring in too much risk for companies and would be a drain on research due to many unsubstantiated/anonymous complaints.	FSC needs to carefully consider the potential negative consequences of implementing such a procedure.	Thank you. To be clear, there would still need to be substantiated evidence in order to trigger a proactive evaluation. The issue is that currently FSC cannot initiate an investigation if there is no complaint even where there is evidence of a potential breach.	Enviva
General	<p>The documents are called Processing Policy for Association Complaints ... and Proactive Policy for Association Evaluation.</p> <p>Would it not be better to call them a name starting with Policy and then what it is all about.</p> <p>Policy for processing association complaints and Policy for proactive evaluation of association</p>		<i>Processing Policy for Association Complaints is a procedure and not a policy. Likewise, the proactive mechanism would be inserted into that procedure and would also not be a policy. The procedure describes the steps that are taken to put the policy into practice.</i>	FSC Sweden
Intro: Proactive eval.	<p>The proactive activation route for a PfA violation complaint is problematic. It opens the door to anyone seeking to implicate a company without doing it publically. Could anyone just write an anonymous letter to FSC with false allegations and then FSC is compelled to investigate? There needs to be strict controls on how a proactive investigation could be initiated.</p> <p>What has occurred to require the need for a proactive mechanism? Suggest deleting unless there is compelling evidence this is needed.</p>		<p>Allegations would need to be substantiated in order to trigger a full evaluation. This will be detailed in the procedure.</p> <p>There have been instances where a potential violation was known, but FSC could not initiate an investigation because there was no complaint. As with the DDP, there will need to be a way to initiate investigations.</p>	Enviva LP
Intro: Proactive eval.	This is a slippery slope. Who decides when to proactively evaluate compliance? How would FSC become aware without a complaint being filed? Assuming FSC becomes aware without a complaint being filed, I see nothing stopping FSC from filing their own complaint. So the idea is I want to	At this point I recommend removing this entire concept.	The intent is to allow FSC to evaluate allegations without having to wait for a formal complaint to be filed – this is currently not allowed in the complaints procedure.	Potlatch

	<p>complain but I do not have the courage to complain ... so instead I allege something to FSC and let them do the dirty work?</p> <p>I would need to see some hard evidence that the current system does not work before changing it.</p>		<p>Allegations would need to be substantiated in order to trigger a full evaluation. This will be detailed in the procedure.</p> <p>There have been instances where a potential violation was known, but FSC could not initiate an investigation because there was no complaint. As with the DDP, there will need to be a way to initiate investigations.</p>	
Intro: Proactive eval.	<p>We are concerned with the existing timelines associated with stakeholder complaints (over 4 months) as identified in FSC-PRO-01-009 (V3-0). The working group proposal to enable FSC to proactively evaluate allegations of possible <i>FSC Policy for Association</i> violations as an alternative to a complaint being filed has merit. We recommend that this same process of going through a streamlined approach in the FSC Secretariat be applied for both reactive and proactive investigations. It is important for FSC to streamline its process in order to protect its brand in a timelier manner.</p>	<p>Eliminate the current time consuming complaint process and replace with FSC Secretariat ability to evaluate allegations.</p>	<p>Changes to the complaints procedure (i.e. timelines for 'reactive investigations') are beyond the scope of this revision, and will be considered in the future revision of the complaints procedure.</p>	Georgi Pacific
Intro: Proactive eval.	<p>I support the two-way approach "retroactively" and "pro-actively" as described in FSC PRO-01-009. I also suggest that the "proactive" approach could be engaged when an organization announced plans to undertake unacceptable activities (i.e. not restricted current/occurring as per top of page 6). This proactive use could trigger an evaluation based on intent or announced plans and could then lead to resolution of the issue prior to its becoming an issue. It would not immediately lead to disassociation based on intent, plans or announcements, but it would allow disassociation immediately if the activities started – i.e. – they would then be "current" not "future", and FSC could act immediately without then initiating an evaluation. It would allow a much more</p>	<p>Add potential to initiate evaluation based on announced plans or stated intent to undertake activities that appear to be unacceptable.</p>	<p>Thank you. This will be considered in the discussion of 'intent' as sufficient to trigger an allegation of a possible PfA breach.</p>	Keith M

	prompt response. This approach would both prompt solutions and then immediate action if solutions were not found.			
Intro: Proactive eval.	The procedure should not be expanded to enable FSC to proactively evaluate allegations of possible <i>FSC Policy for Association</i> violations. The actions should be clearly based only on a complaint i.e. occur reactively. FSC emphasizes that evaluation [of] complaints is resource-intensive. The proactive approach is also expensive and may lead even increased work because of insufficient evidence/allegations provided to FSC Secretariat. We also have to remember that it is not only a question of FSC reputation but also the reputation of the Organization. Therefore, investigations have to be based on clearly observed violation, not proactive work due to potential violation.	Deletion of the proactive approach.	It seems that there are two concepts being confused here: intent to implement an unacceptable activity; and, ability to investigate an allegation of a potential violation prior to a formal complaint being filed (which is the intent of this proactive PfA evaluation). The proposed Proactive PfA evaluation would still require substantiated evidence.	Tornat Metsa and FF UPM a Stora E Oyj
General	The system intent is to be able to be both proactive and reactive based on the size of the system and the integrity of FSC. The importance of stressing what channels are allowed to be proactive and the conveyance of those proactive situations needs to be very clear so that proactive actions also do not damage the system. Areas where proactive actions could be damaging revolve around the following issues: transparency, consistency, conflict of interest.		Thank you for this comment. During the next PfA Group meeting there will be a discussion of how best to integrate the proactive approach into the procedure so that it addresses concerns raised in your comments.	Interna Paper
General	Allegations brought forward by companies that are not “formal complaints” should still have a specific channel followed for consistency and transparency. Allegations should go directly to FSC and if they come in to a certification body the certification body should route the stakeholder to FSC. All CBs should have the same communication routing procedures so that these allegations are treated in a uniform way and no conflicts occur. CBs should not be allowed to develop different processes. Because the CB works with CHs and stakeholders it is a conflict of interest for them to be processing complaints and allegations in regards to this policy. The CB’s only part of		Thank you for your comment.	Interna Paper

	proactive mechanisms should be to direct people to the correct channel and also notify FSC if something comes up during an audit through an auditor witnessed event.			
General	Primarily this mechanism should be seen and developed in order to deal with the information coming from the DDP in an effective manner. The DDP will undoubtedly deliver more cases of potential PfA violations that need checks and it increases transparency and consistency for all parties if those checks are done in a structured manner as laid out in this mechanism. Also, adding this mechanism might help FSC to timely react to information on PfA violations from different parties. It prevents long delays given that FSC can only take on one/two PfA complaints a year mainly because it is hard to find good panel members and financial/capacity constraints.		Thank you for your comment, and yes, this is the intent/need.	Greenj and Dc Allianc Forest: World RAN
General	It should be clarified that under the current PfA, FSC can itself proactively file a complaint.		Yes, this can be clarified if necessary, and is in the complaints procedure already.	Echou
General	Complaints: We are concerned with the existing timelines associated with stakeholder complaints (over 4 months) as identified in FSC-PRO-01-009 (V3-0). The working group proposal to enable FSC to proactively evaluate allegations of possible <i>FSC Policy for Association</i> violations as an alternative to a complaint being filed has merit. We recommend that this same process of going through a streamlined approach in the FSC Secretariat be applied for both reactive and proactive investigations. It is important for FSC to streamline its process in order to protect its brand in a timelier manner.	Eliminate the current time consuming complaint process. Establish a streamlined process for the Secretariat to evaluate Reactive or Proactive investigations. Provide for an administrative appeal to a Board after a preliminary finding is made by the Secretariat.	Revision of the existing complaints procedure is beyond the scope of this revision; the comments will be taken into consideration when the complaints procedure is up for revision. Streamlined process is being proposed for the proactive evaluation.	Georgi Pacific
General	Agree with potential for pro-active investigations. However how would FSC fund these? There could be many.	This may be beyond scope of working group but FSC need to consider resource implications of new normative documents and whether they are realistic – if not then the normative document will not be applied and that is worse	Resource implications are being considered. Thank you.	Soil As

		than not having it at all.		
General	We do not give comments to the specific content of the Proactive mechanisms or triggers for evaluation, because we see the proactive actions by FSC are not acceptable.		OK.	Tornat Metsa and FF UPM a Stora E Oyj
General	Do not agree with proposed proactive mechanism. All allegations about PfA shall be addressed through Process of Conflict Resolution, just as it is done with any other allegation against a member. To promote any change it is necessary to have evidences that the current process it is not working. FSC should focus its efforts to improve the current flow of Process of Conflict Resolution, its propositions, governance and compliance. It is important to clarify the reasons for [involving] FSC on investigations about PfA allegations, in order to avoid juridical problems in favouring organizations over others. Enter this proactive mechanism mischaracterize all current system.	Do not insert proactive mechanism into FSC-PRO-01-009.	The addition of this mechanism would still require that conflict resolution procedure is followed – it is just a different entry point for investigating an allegation and still requires substantiated evidence.	Araucc Cenibr IPEF a TTG B
General	<p>We are not in favour of the proactive investigation mechanism. We believe it will be unmanageable and impractical to implement. It will open the door to frivolous complaints and abuse. If a stakeholder has a valid and significant complaint, it should be a requirement that it adhere to the “reactive” prescribed formal process. The reactive mechanism protects the interests and reputation of the organization subject to the complaint.</p> <p>Potential problems with the proactive mechanism, as described, include:</p> <ul style="list-style-type: none"> • What exactly will “communications” entail? • The evaluation body must (not “may”) be chamber balanced. • The organization subject to investigation must have the 		Thank you for these comments. They are being considered as the mechanism is further developed, including with the understanding that it needs to be better integrated into the complaints procedure process.	Resolu

	<p>right to have consultation and input into the composition and makeup of the evaluation body.</p> <p>How will the interests and reputation of the organization under investigation be protected outside the formal complaint process? Will a potentially unfounded allegation be made public? If it is publicized or somehow becomes public that an organization is under investigation, this could have significant negative impacts on an organization's dealings with its suppliers and customers and the organization's reputation.</p>			
General	<p>This entire document should reference "complaints," as defined in FSC-PRO-01-009 V3-0. It should not reference "allegations".</p> <p>FSC has a formal process that should be adhered to. It is not good policy to have 2 distinct processes.</p> <p>Complaints require certain important elements, including evidence, per section 4.3.6 of FSC-PRO-01-009. FSC should not deal in something as subjective and wide open as "allegations". We believe allowing simply allegations or innuendoes to be the subject of investigation has a very real potential for abuse and will lead to a significantly higher volume of issues to deal with, for both FSC and organizations that may be the subject of investigations. We believe this will lead to less efficient use of resources for FSC, which is contrary to one of the stated purposes for revising the PfA.</p>		Thank you. This is being taken into account.	Resolu
General	<p>This whole thing is way too vague at this point in time. For example, the idea that a chamber balanced panel may or may not be used.</p>	I need a much more specific document to review. But frankly, I am not in favour of any new procedure that reduces due process, or a procedure that invites anonymous complaints.	Thank you. The PfA Group is now considering a more comprehensive revision of the complaints procedure in order to address concerns raised, including yours, with having different means of evaluating potential violations.	Potlatc
General	<p>Don't forget this needs to work for all FSC members and</p>		We remember. And will continue to do	Potlatc

	associates ... all chambers.		so.	
General	The commitment/contribution of the members of the Complaints Panel should be fully recognized and appropriately recompensed. There have been cases where the time commitment has been underestimated, leaving members unwilling to commit to future participation.	To be addressed outside of the procedure.	Yes, this is outside the scope of the revision and will be shared with the dispute resolution team for their follow up.	FSC U
General	The concept of Proactive Investigations will be impractical to implement and further opens the door to frivolous complaints. Stakeholders that have concerns have the ability to file a complaint and start the process.	There is no need for the extra bureaucracy and resources that would be needed to investigate organizations for which complaints have not been received.	Noted.	AF&P/
General	We agree that there should be more options in establishing an evaluation body.		Noted.	WWF
General	Disagree with the proposal of a proactive mechanism. All allegations about PfA shall be addressed through Process of Conflict Resolution, just as it is done with any other allegation against a member. To promote any change it is necessary to have evidences that the current process it is not working. FSC should focus its efforts to improve the current flow of Process of Conflict Resolution, its propositions, governance and compliance. It is important to clarify the reasons for [involving] FSC [in] investigations about PfA allegations, in order to avoid juridical problems in favouring organizations over others. Enter this proactive mechanism mischaracterize all current system.		<i>Policy for Association</i> complaints and allegations follow a separate complaints procedure, so it is not clear what this comment is intending to address. The intent of this new mechanism is so that potential violations can be investigated without having to wait for a complaint to be filed.	CMPC Celulo: Riogra
Background	It should be clarified that under the current PfA, FSC can itself proactively file a complaint: 3.1 Any stakeholder, including FSC, can file a formal complaint against an organization or individual that is suspected to be involved in any of the unacceptable activities as listed in Part I Clause 1.	When a stakeholder – including FSC itself – files a complaint against an organization related to a potential violation of the <i>FSC Policy for Association</i> .	Yes, this can be clarified if necessary, and would also be in the complaints procedure.	Greenj and Dc and Fc of the and R/
1.2	Are certification bodies required to bring PfA potential/likely violations to the attention of FSC? Or is it voluntary?	Clarify.	Not required, but why would they not do this?	Soil As
3	There should be provisions to appeal the DG's decision also by the party that provided the information.	3.3.2. The Organization against whom the unacceptable activity is	This may be beyond the scope of this revision to address, as it is within the	Greenj and Dc

		alleged shall be offered the opportunity to request that a chamber-balanced panel serve as the evaluation body, providing justification for this request. The party that delivered the information with FSC should have the possibility to appeal the choice for a certain evaluation body or its members.	existing complaints procedure. If the decision is made to initiate a more comprehensive revision of the complaints procedure, then this will also be included.	Alliance Forest World RAN
3	Rules for what type of complaint investigator is appointed should be made clear and transparent in this procedure.		Agreed. They will be developed in the next phase.	Soil As
3	The process for determining who decides the evaluation body should not be a result of the Director General's decision. The determination of how this set of general rules and guidelines are followed should be through a governance review out of a general assembly.	Create a system where the decision process and panel board does not have variability that is open to abuse.	Thank you, though it is not clear how this would fit within the governance review. It should be taken up with the complaints procedure discussions.	Internal Paper

Comments submitted by:

Environmental

1. Dogwood Alliance
2. WWF
3. Forests of the World
4. Rainforest Action Network
5. Greenpeace

Social

6. Nancy Vallejo
7. Paula Montenegro
8. Ecohout

Certification body

9. Soil Association

National offices

10. FSC France
11. FSC UK
12. FSC Luxembourg
13. FSC Sweden

Economic

14. Resolute Forest Products
15. Enviva
16. APRIL
17. Keith Moore
18. AF&PA
19. Tornator
20. TTG Brasil
21. International Paper
22. Potlatch
23. UPM
24. Stora Enso Oyj
25. Georgia Pacific
26. Aruaco
27. Cenibra
28. Finnish Forest Industries
29. IPEF
30. KapStone
31. Metsa Group
32. CMPC Celulose Riograndens