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**Organization**

Company Name \_\_\_\_\_

Address \_\_\_\_\_

FSC Certification Number: BV-COC-012533- \_\_\_\_\_

FSC License Code: FSC-C108155

**Contractor**

Company Name: \_\_\_\_\_


Address: \_\_\_\_\_

The following process will be outsourced: \_\_\_\_\_

The following conditions must be or are met:

**Outsourcing Conditions**

- a) The organization shall maintain legal ownership of all materials during the outsourcing process. The material provided by the organization does not become the property of the contractor.
- b) Activities are not outsourced to other (third part) companies.
- c) The outsourcing is carried out exclusively according to the instructions of the organization. The applicable certification requirements and all applicable procedures of the organization to the outsourced activities are also complied with by the contractor. The contractor is informed by the organization.
- d) The material under the contractor’s responsibility shall not be mixed or contaminated with any other material during the outsourced activity. It is identifiable at any time during the outsourcing process.
- e) The contractor shall keep records of inputs, outputs, and delivery documentation associated with all material covered by the outsourcing agreement.
- f) The contractor will not make any unauthorized use of the FSC trademarks of the organization (e.g. on the contractor’s products or website)

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g) If the contractor applies the FSC label to the product on behalf of the organization, the contractor shall only label the eligible products produced under the outsourcing agreement. The contractor observes that the FSC trademarks meet the regulations for trademark use.

h) The contractor acknowledges and implements the FSC core labor requirements which are specified in the Annex.

i) The organization's certification body has the right to audit the contractor if there are any special reasons.

j) If there is an increased risk for outsourcing (so-called high-risk outsourcing), the contractor will be audited annually by the organizations certification body.

k) The organization is responsible for checking the incoming documents for compliance with the FSC guidelines.

l) The organization is responsible for invoicing.

**FSC Core Labor Conditions**

1. The contractor shall not use child labor.

1.1 The contractor shall not employ workers below the age of 15, or below the minimum age as stated under national, or local laws or regulations, whichever age is higher, except as specified in 1.2.

1.2 In countries where the national law or regulations permit the employment of persons between the ages of 13 to 15 years in light work, such employment should not interfere with schooling nor be harmful to their health or development. Notably, where children are subject to compulsory education laws, they shall work only outside of school hours during normal day-time working hours.

1.3 No person under the age of 18 is employed in hazardous or heavy work except for the purpose of training within approved national laws and regulations.

1.4 The contractor shall prohibit the worst forms of child labor.

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2 The contractor shall eliminate all forms of forced and compulsory labor.

2.1 Employment relationships are voluntary and based on mutual consent, without the threat of a penalty.

2.2 There is no evidence of any practices indicative of forced or compulsory labour, including, but not limited to, the following:

- physical and sexual violence
- bonded labor
- withholding of wages /including payment of employment fees and or payment of deposit to commence employment
- restriction of mobility/movement
- retention of passport and identity documents
- threats of denunciation to the authorities.

3. The contractor shall ensure that there is no discrimination in employment and occupation.


3.1 Employment and occupation practices are non-discriminatory.

4. The contractor shall respect freedom of association and the effective right to collective bargaining.

4.1 Workers are able to establish or join worker contractors of their own choosing.

4.2 The contractor respects the full freedom of workers' contractors to draw up their constitutions and rules.

4.3 The contractor respects the rights of workers to engage in lawful activities related to forming, joining or assisting a workers' contractor, or to refrain from doing the same, and will not discriminate or punish workers for exercising these rights.

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4.4 The contractor negotiates with lawfully established workers’ contractors and/ or duly selected representatives in good faith and with the best efforts to reach a collective bargaining agreement.

4.5 Collective bargaining agreements are implemented where they exist.

This agreement becomes effective upon signature and is valid for one calendar year from the date of signature or if revoked by either party, whichever occurs first.

Organization Name: \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_