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Technical document

Version 2
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Template: Outsourcing Agreement

Introduction

This Outsourcing Agreement template was developed by the PEFC Council in relation to requirement 4.9.2 of PEFC ST 2002:2020 **Chain of Custody of Forest and Tree Based Products – Requirements**. It should be adapted for the specific purpose and to the applicable legislation (5.1).

PEFC Chain of Custody Outsourcing Agreement between [certified organisation] and [outsourcing service provider company, herein after outsourced entity] [date]

[*certified organisation*], having its registered office at [*address*] and [*outsourced entity*], having its registered office at [*address*], herewith enter into an agreement concerning the physical separation, processing and PEFC labelling of specified material/products supplied by [*certified organisation*] to [*outsourced entity*], as referenced in and ruled by sub-section 4.9[i] of PEFC ST 2002:2020, Chain of Custody of Forest and Tree Based Products - Requirements.

Whereas as of [*date*], [*certified organisation*] is holding a valid PEFC Chain of Custody certificate with the certificate number [*certificate number*], issued by [*certification body*] and a valid PEFC trademarks usage licence with the licence number [*PEFC/xx-xx-xx*], issued by the PEFC Council or another PEFC authorised body.

[If applicable] Whereas as of [*date*], [*outsourced entity*] is holding a valid PEFC Chain of Custody certificate with the certificate number [*certificate number*], issued by [*certification body*] and a valid PEFC trademarks usage licence with the licence number [*PEFC/xx-xx-xx*], issued by the PEFC Council or another PEFC authorised body.

Now [*certified organisation*] and [*outsourced entity*] agree to the following:

Article 1 – Responsibility for PEFC compliance and legal ownership of said products

1.1) [*certified organisation*] retains full responsibility for compliance with the PEFC Chain of Custody requirements, including the requirements related to outsourced activities as defined in PEFC ST 2002 – Chain of Custody of Forest and Tree Based Products.

1.2) [*outsourced entity*] agrees to perform the outsourced activities in accordance with the instructions and procedures provided by [*certified organisation*] to support [*certified organisation*]'s compliance with PEFC requirements, including social, health and safety criteria outlined in 4.10, PEFC ST 2002:2020[ii].

1.3) [*certified organisation*] confirms that legal ownership of the products remains with the certified organisation throughout the outsourced activities. The [*outsourced entity*] performs the activities solely as a service provider.

Article 2: Physical separation of products

2.1) For deliveries of material/products explicitly specified by [*certified organisation*] as being covered by the scope of this agreement, (hereafter "said products"), [*outsourced entity*] ensure to store and process said products physically separated from any other material/products throughout the complete storage and production process.

2.2) [*outsourced entity*] confirms to [*certified organisation*] in writing for every individual delivery of said products before arrival of said products on [*outsourced entity*]'s site, that said products will be stored and processed in compliance with this agreement.

Article 3: Labelling of products [if applicable]

3.1) For the PEFC labelling of said products, [*certified organisation*] provides [*outsourced entity*] with graphic files of the PEFC trademarks and/or labels with [*certified organisation*]'s PEFC licence number (hereafter "said label"). [*certified organisation*] authorises [*outsourced entity*] to label said products with said label on [*certified organisation*]'s behalf. [*outsourced entity*] ensures not to use said label on any other products and without the explicit authorisation of [*certified organisation*].

3.2) Before said products are labelled by [*outsourced entity*] with said label, [*certified organisation*] shall approve the final artwork design depicting said label on said products. The responsibility for the use of said label by [*outsourced entity*] in accordance with **PEFC ST 2001:2020**, PEFC Trademarks Rules - Requirements, remains with [*certified organisation*].

3.3) In case of use of said label by [*outsourced entity*], or its personnel, without explicit authorisation by [*certified company*], [*outsourced entity*] will fully indemnify [*certified organisation*] for liabilities arising from the unauthorised use of said label. This arrangement remains in effect after cancellation of this outsourcing agreement by either party.

3.4) Upon request by [*certified organisation*] or upon cancellation of this agreement by either party, the authorisation of labelling given to [*outsourced entity*] by [*certified organisation*] will end and [*outsourced entity*] will immediately and permanently delete all digital copies of said label in its possession.

Article 4: Verification

4.1) [*outsourced entity*] provides [*certified organisation*] with information demonstrating how it is assured that said products are physically separated and not mixed with any other materials.

4.2) [*outsourced entity*] authorises [*certified organisation*], and the certification body that has issued [*certified organisation*]'s PEFC Chain of Custody certificate, to conduct audits on site of [*outsourced entity*], as part of [*certified organisation*]'s internal and external PEFC Chain of Custody audits, in order to verify the correct implementation of this agreement. Audits might include interviews with [*outsourced entity*]'s staff involved in the handling of said products.

Note: In case [*outsourced entity*] is holding a valid PEFC Chain of Custody certificate, and the outsourced activity is covered by and included under the scope of its certificate, the outsourced activity will be covered by its certification and therefore an internal audit by [*certified organisation*] may not be necessary.

4.3) [*outsourced entity*] cooperates with [*certified organisation*] in implementing corrective actions where necessary.

Article 5: Termination

5.1) Both parties may cancel this agreement with immediate effect upon written notification.

Article 6: Applicable law and place of jurisdiction

6.1) (to be completed by each user of this template)

On behalf of [*certified organisation*]	On behalf of [*outsourced entity*]
[*Name and position*]	[*Name and position*]

[i] ***PEFC ST 2002:2020,*** 4.9 Outsourcing

4.9.1 The organisation may outsource activities covered by its PEFC chain of custody to another entity.

4.9.2 Through all stages of outsourcing the organisation shall be responsible for ensuring that all outsourced activities meet the requirements of this standard, including management system requirements. The organisation shall have a written agreement with all entities to whom activities have been outsourced, ensuring that:

a) The material/products covered by the organisation's PEFC chain of custody are physically separated from other material or products.

b) The organisation has access to the entity's site(s) for internal and external auditing of outsourced activities for conformity with the requirements of this standard.

Note 1: A template for an outsourcing agreement can be obtained from the PEFC Council and PEFC authorised bodies.

Note 2: Internal audits of outsourced activities should be conducted at least annually and before the outsourced activity starts.

[ii] 4.10 Social, health and safety requirements in chain of custody

This clause includes requirements relating to health, safety and labour issues that are based on ILO Declaration on Fundamental Principles and Rights at Work (1998).

4.10.1 The organisation shall demonstrate its commitment to comply with the social, health and safety requirements defined in this standard.

4.10.2 The organisation shall demonstrate that:

a) workers are not prevented from associating freely, choosing their representatives and bargaining collectively with their employer
b) forced labour is not used
c) workers, who are under the minimum legal age, the age of 15, or the compulsory school attendance age, whichever is higher, are not used
d) workers are not denied equal employment opportunities and treatment
e) working conditions do not endanger safety or health