

# QUALIFOR PROGRAMME

## CODE OF PRACTICE

### 1. INTRODUCTION

These Codes of Practice have been structured in accordance with the requirements of the Forest Stewardship Council (FSC) and Programme for Endorsed Forest Certification scheme (PEFC) whose accreditation SGS South Africa (Pty) Ltd. ("Certification Body") currently holds.

### 2. SCOPE

The Certification Body provides independent assessment and certification of forest management activities performed by organisations for conformance with the requirements of the FSC through its FSC -accredited QUALIFOR programme.

The Certification Body also provides assessment and certification of chains-of-custody to confirm that firms, companies or organisations ("Clients") are operating mechanisms by which sale to the customer of wood products from well-managed sources can be assured through its FSC/PEFC Chain-of-Custody accredited QUALIFOR programme.

The Certification Body itself may in its absolute discretion, fulfil the services of the Certification Body by its own employees or by the Certification Body entrusting them to an SGS affiliated company or subcontractor (QUALIFOR Partner).

The Certification Body explicitly ensures that criteria against which management systems evaluated are outlined in specific internationally recognized standards or other normative documents. Certificate holders that were certified prior to the date of approval of an applicable FSC standard shall comply with the requirements of the new FSC approved standard in accordance with the 'standards effective date' specified in the new standard.

The Certification Body has a compliance program, based on its Code of Integrity and Professional Conduct, (the "Code") to ensure that the highest standards of integrity are applied to all

its activities worldwide in accordance with international best practice. Every employee of the Certification body shall deal on behalf of the company with professionalism, honesty, integrity as well as high moral and ethical standards as provided in the Code. Such conduct shall be fair and transparent and be perceived to be as such by third parties

### 3. CONFIDENTIALITY

The Certification Body maintains confidentiality at all levels of its organisation concerning information obtained in the course of its business. No information will be disclosed to any third party unless in response to legal process or required by the FSC or the PEFC accreditation body, after providing the Client with a copy of such process or requirement. In this regard it would be important to point out that FSC requires the contact details of every certificate holder to be published on the website <http://info.fsc.org/>. PEFC similarly requires certificate information to be published on [www.pefc.org](http://www.pefc.org).

### 4. ORGANISATIONAL STRUCTURE

A copy of the Management System Overview of the Certification Body, showing the responsibility and reporting structure of the organisation, and documentation identifying the legal status of the Certification Body are available on request.

### 5. REGISTRATION REQUIREMENTS

In order to obtain registration, the Client shall comply with the following procedures and rules:

- a. It is required that the Client holds a valid "License Agreement for the FSC Certification Scheme" for the duration of the certificate. The absence of a valid "License

for the FSC Certification Scheme" shall be treated as a formal major non-conformity which has to be corrected in a period of maximum four (4) weeks. Failure to close this major non-conformity shall lead to the suspension of the certificate.

- b. The Client shall make available to the Certification Body all documents, samples of products, drawings, specifications and other information required by the Certification Body to complete the assessment programme and shall appoint a designated person who is authorised to maintain contact with the Certification Body;
- c. The Certification Body, if not satisfied that all registration requirements are met, shall inform the Client of those aspects in which the application has failed;
- d. When the Client can show that remedial action has been taken by it, within the time limit specified by the Certification Body, to meet all the requirements, the Certification Body will arrange, at additional cost to the Client, to repeat only the necessary parts of the assessment;
- e. If the Client fails to take acceptable remedial action within the specified time limit it may be necessary for the Certification Body, at additional cost, to repeat the assessment in full;
- f. Identification of conformity shall refer only to the sites assessed as specified in the Certificate and Assessment Schedule or other attachments, which may accompany the Certificate.
- g. The Client shall agree to pay all fees and costs as specified in the contract.

- h. The Client does not use its product certification in such a manner as to bring the certification body into disrepute and does not make any statement regarding its product certification which the certification body may consider misleading or unauthorized;

## 6. APPLICATION FOR CERTIFICATION

The Certification Body shall not be obliged to enter into or maintain any commercial or other relationship with any entity or issue or maintain a certificate previously issued to any entity whose activities are or could be, in the sole opinion of the Certification Body, prejudicial or defamatory to the image and/or the reputation of the Certification Body, FSC or PEFC.

On receipt of a completed Questionnaire, a "License agreement for the FSC Certification Scheme" will be sent to the Client. Once a signed copy of this had been received by the Certification Body, a proposal shall be sent to the Client outlining the scope and costs of the services together with an Agreement to Proceed (Agreement to FM Pre-Assessment or FM Main Assessment or CoC Assessment). Once the Agreement is returned, the project will be allocated to an auditor who will be responsible for ensuring that the services are carried out in accordance with the procedures of the Certification Body.

The Client shall make no claim of conformity (or near conformity) with FSC or PEFC requirements (e.g. the FSC Principles and Criteria, in the case of forest management certification or the PEFC CoC standard in case of PEFC COC certification) in the area included in the scope of the evaluation until and unless a certificate is awarded.

On acceptance of the certification proposal, the Client agrees to comply with any conditions set by the Certification Body for the issue of a certificate.

## 7. CERTIFICATION

The certification body shall have the right to delay or postpone its decision on certification in order to take proper account of new or additional information

which has become available to the certification body and which has not already been considered in its evaluation report and which, in the opinion of the certification body, could affect the outcome of its evaluation.

When the main assessment report has been submitted to Peer Review and the Certification Body is satisfied that the Client meets all the registration requirements, it will inform the Client and issue a Certificate. The Certificate shall remain the property of the Certification Body and may only be copied or reproduced for the benefit of a third party if the word "copy" is marked thereon.

The Certificate will normally remain valid for a period of five (5) years unless surveillance reveals that the management system, products or manufacturing process of the Client no longer meet the FSC, PEFC or certification standards. The FSC/PEFC accreditation body retains the right to over-rule decisions of the Certification Body on the issue, suspension or withdrawal of a certificate.

In case the scope of the Certification Body's accreditation for either FSC or PEFC certification services are reduced, suspended or withdrawn, the Client's certificate will be suspended ipso facto within six (6) months after the date of reduction, suspension or withdrawal of the respective scope of FSC or PEFC accreditation. The client shall be informed by SGS, within 30 days of the reduction, suspension or withdrawal of the scope of FSC or PEFC accreditation that the accreditation of the Certification Body has been reduced, suspended or withdrawn.

## 8. PUBLIC INFORMATION

In order to comply with FSC/PEFC standards for forest management, the Client shall make public a summary of the primary elements of the management plan and a summary of the results of monitoring indicators, as defined in the FSC Principles and Criteria 7.4 and 8.5 or as required by PEFC. In addition, the Client shall agree to a summary of the main assessment and surveillance reports being made available to the public.

## 9. CERTIFICATION MARKS

FSC: Upon issue of a Certificate the Certification Body shall authorise the Client to use a designated certification mark and the FSC trademark. A Client's right to use any such mark shall be contingent on its obtaining and maintaining a valid Certificate in respect of the certified management system and/or products and of complying with the licence agreement relating thereto.

PEFC: For PEFC if the certified company wishes to use the PEFC logo then the company shall apply directly to the local PEFC governing body for a PEFC Logo license. If no local governing body is available the client must apply directly to the PEFC Council who is responsible to issue PEFC Logo licenses to the certified companies.

The Client will comply with all the Certification Body's and FSC/PEFC's conditions regarding claims, logos, certification marks and trademarks.

No claim of conformity or near conformity with QUALIFOR or FSC/PEFC requirements may be made in respect of sites undergoing assessment or sites not specified in the Certificate and Assessment Schedule or other attachments which may accompany the Certificate. Improper use of a certification mark shall be a non-conformance.

The Client acknowledges the title of the FSC intellectual property rights and that FSC shall continue to retain full ownership of the intellectual property rights and that nothing shall be deemed to constitute a right for the Client to use or cause to be used any of the intellectual property rights.

The Certification Body maintains the right to use information which is brought to the attention of the Certification Body to follow up on and investigate infringements of the FSC Trademarks and of the intellectual property rights held by FSC.

Where a certificate is issued to a group entity or a multi-site operation, the Client shall not issue any self-made certificates or declarations to their participants that could be mistaken as formal FSC certificates

SGS: When the SGS product logo is used it must always be used with the logo (reflecting the company's certificate/logo licence number) of the specific standard they company is certified against. When using the SGS logo the "Regulations governing the use of SGS product certification mark" and "SGS Certification Mark Licence Terms and Conditions July 2005" must be adhered to.

#### **10. MAINTENANCE OF CERTIFICATE AND SURVEILLANCE**

Periodic surveillances shall be carried out, as a minimum annually, and shall cover aspects of the management system, documentation, manufacturing and distributing processes and products at the discretion of the nominated auditor.

FSC reserves the right to temporarily request higher surveillance frequencies from certification bodies for certain geographical areas or certification services that are deemed "challenging" by FSC as the result of an internal risk assessment

The Client shall give access to all sites, products or documents for surveillance purposes whenever deemed necessary and the Certification Body shall reserve the right to make unannounced visits as required. FSC/PEFC Accreditation body reserves the right to accompany Qualifor assessors on any client audit and access to confidential or other information will not be restricted. When requested, the client shall accommodate the presence of observers during audits, e.g. trainee auditors. The Client shall be informed of the results of each surveillance visit.

The Client shall maintain a register recording all complaints from customers or other interested parties, and environment and safety-related incidents reported by an enforcing authority or users relating to those covered by the Certificate and make this available to the Certification Body on request. The Certification Body retains the right to revise the requirements of certification and/or the cost and fees at any time. The Certification Body shall inform the Client within 30 days of approval of such changes by the approval body. Unless otherwise indicated, the Client shall be granted a

period of 12 months to implement any changes arising from amendments to the QUALIFOR programme, changes to the generic FSC/PEFC requirements, or the publication of a national FSC/PEFC standard.

Should there be any changes in the company's contact detail (e.g. company name, address or contact numbers) SGS must be informed immediately to ensure the contract, certificate and websites are updated.

#### **11. CERTIFICATE RENEWAL**

In order to renew its Certificate at the end of every five-year cycle, the Client shall be required to repeat the application procedure set out in Clause 6 and undergo a full re-evaluation. The Client will normally be informed of the requirement for Certificate renewal during the pre-renewal visit, which is the last surveillance visit of each cycle, but sole responsibility for timely filing the renewal application shall be with the Client.

#### **12. EXTENSION OF CERTIFICATION**

In order to extend the scope of a Certificate to cover additional sites or products, the Client will be required to complete a new Questionnaire. The application procedure outlined in Clause 6 will be followed and an assessment will be carried out on those areas not previously covered. The cost of extending the scope of registration will be based on the nature and programme of work.

In order to reduce the scope of the certificate, the Client must inform the Certification Body in writing of the reasons for the reduction. The Certification Body must be satisfied that the reduction in scope does not prejudice the remaining certification. An assessment may be carried out on the remaining areas.

Following a successful assessment an amended Assessment Schedule will be issued covering those aspects covered by the extended Certificate. Although the original Certificate will normally remain in force it may be necessary in some instances to issue a new Certificate. In such cases, the Client must return the superseded Certificate to the Certification Body.

#### **13. SYSTEM/PRODUCT MODIFICATION**

The Client shall inform the Certification Body, in writing, of any intended modification to the management system, products or manufacturing process, which may affect compliance with the FSC/PEFC standards. The Certification Body will determine whether the notified changes require additional assessment. Failure to notify the Certification Body of any intended modification may result in suspension of the Certificate.

#### **14. PUBLICITY BY CLIENT**

A Client may make reference in communication media that its management system or products have been certified and may apply the relevant certification mark to stationery and publicity materials relating to the scope of registration as provided in its licence agreement. The Client may not, however, apply such mark in relation to its products unless such products have been certified for product conformity.

In every case, the Client shall ensure that in its publications and advertising material no confusion arises between certified and non-certified products. The Client shall not make any claim that could mislead third parties to believe that certain products have been certified when, in fact, they have not.

#### **15. MISUSE OF CERTIFICATE AND CERTIFICATION MARK**

The Certification Body shall take suitable action, at the expense of the Client, to deal with incorrect or misleading references to certification or use of Certificates and certification marks. These include suspension or withdrawal of Certificate, legal action and/or publication of the transgression.

#### **16. SUSPENSION OF CERTIFICATE**

The Certification Body may suspend a Certificate for a limited period in cases such as the following:

- i. If a Corrective Action Request has not been satisfactorily complied with within the designated time limit;

- j. If a case of misuse as described in Clause 15 is not corrected by suitable retractions or other appropriate remedial measures by the Client;
- k. If two similar Major Corrective Action Requests (CARs) are raised during the life of the certificate, or five new Majors are raised during a single surveillance visit;
- l. If there has been any contravention of the Proposal, Application for Certification, General Conditions for Certification Services or Codes of Practice;
- m. If products are being placed on the market in non-conforming condition; or
- n. If there is a change in the Client's management such that continued compliance with the Programme Requirements is uncertain.

On suspension of the certificate the Client shall immediately cease to make any use of any FSC/PEFC trademarks, or to sell any products that the supplier has previously labelled or marked using the FSC/PEFC trademarks, or to make any claims that imply that they comply with the requirements for certification.

Upon suspension or cancellation of certification, the client shall discontinue its use of all advertising matter that contains any reference thereto and returns any certification documents as required by the certification body;

The Certification Body will confirm in writing to the Client the suspension of a Certificate. At the same time, the Certification Body shall indicate under which conditions the suspension will be removed. This will include the requirement that the certificate holder is required to identify all relevant existing customers, and advise those customers of the suspension in writing within three (3) business days of the suspension and maintain records of that advice. At the end of the suspension period, an investigation will be carried out to determine whether the indicated conditions for reinstating the Certificate have been fulfilled. On fulfilment of these conditions the suspension shall be lifted and the Client notified of the Certificate reinstatement. If the

conditions are not fulfilled the Certificate shall be withdrawn.

All costs incurred by the Certification Body in suspending and reinstating a Certificate will be charged to the Client.

In the case of reduction, suspension or withdrawal of the scope of the Certification Body's FSC accreditation, the certificate(s) of the affected Clients will be suspended ipso facto within six (6) months after the date of reduction, suspension or withdrawal of the respective scope of FSC accreditation.

## 17. WITHDRAWAL OF CERTIFICATE

A Certificate may be withdrawn if:

- i. The Client takes inadequate measures in case of suspension or goes out of business; or
- ii. The Client terminates its contract with the Certification Body.
- iii. In either case, the Certification Body has the right to withdraw the Certificate by informing the Client in writing. The Client may give notice of appeal (refer Clause 19).

In cases of withdrawal:

- a. The Client must return all copies of the Certificate to the Certification Body;
- b. No reimbursement of assessment fees shall be given, and
- c. Withdrawal of the Certificate shall be published by the Certification Body and notified to the appropriate accreditation body.
- d. SGS reserves the right to initiate legal action if the certificate holder does not comply with all of the requirements of SGS South Africa.

On withdrawal of the certificate, the Client shall:

- a. Immediately cease to make any use of any FSC/PEFC trademarks, or to sell any products that the supplier has previously labelled or marked using the FSC/PEFC trademarks, or to make any claims that imply that they comply with the requirements for certification;
- b. Return the certificate to the certification body;

- c. At its own expense remove all uses of FSC/PEFC's name, initials, logo, certification mark or trademarks from its products, documents, advertising or marketing materials;
- d. Cooperate with the certification body and with FSC/PEFC accreditation body in order to allow the certification body or FSC/PEFC accreditation body to confirm that these obligations have been met.
- e. The certificate holder is required to identify all relevant existing customers, and advise those customers of the withdrawal in writing within three (3) business days of the withdrawal, and maintain records of that advice.

## 18. CANCELLATION OF CERTIFICATE

A Certificate will be cancelled if the Client advises the Certification Body in writing that it does not wish to renew the Certificate or no longer offers the products or the Client does not timely commence application for renewal.

In cases of cancellation no reimbursement of assessment fees shall be given and cancellation of the Certificate shall be published by the Certification Body and notified to the appropriate accreditation body, if any.

## 19. APPEALS

If, for any reason, notification is given which may result in a Certificate not being issued, suspended or being withdrawn, the Client has the right to appeal.

Notification of the intention to appeal must be made in writing and received by the Certification Body within seven days of receipt of notification of the non-issue, suspension or withdrawal of the Certificate.

The Client shall submit its appeal to the Certification Body within 30 days of the date if the decision that is being appealed, supported by relevant facts and data for consideration during the Appeals Procedure.

All appeals forwarded to the Certification Body are put before an independent Appeals Panel The

Certification Body shall be required to submit evidence to support its decision to withhold, suspend or withdraw the Certificate.

The decision of the Appeals Panel shall be final and binding on both the Client and the Certification Body. Once the decision regarding an appeal has been made, no counter-claim by either party in dispute can be made to amend or change this decision.

In instances where the appeal has been successful and the Certificate issued or reinstated, no claim can be made against the Certification Body for reimbursement of costs or any other losses incurred as a result of the withholding, suspension or withdrawal notification.

The appeal shall not suspend the validity of the decision which is being appealed, unless otherwise decided by the duly convened Appeals Panel.

## **20. COMPLAINTS**

If a Client has cause to complain regarding the conduct of employees of the Certification Body, the complaint shall be made in writing, without delay, and addressed to the QUALIFOR Programme Director. If the complaint is made against the QUALIFOR Programme Director, the letter of complaint shall be addressed to the SGS South Africa (Pty) Ltd Certification Division Manager.

The certification body reserves the right to add to, delete or change this code of practice without prior notification. All services are performed according to the general conditions for certification services.

**SGS IS THE WORLD'S LEADING INSPECTION, VERIFICATION, TESTING AND CERTIFICATION COMPANY**