



Procedure

FSC REMEDY FRAMEWORK

FSC-PRO-01-007 V1-0 EN

Enabling certification and association

Governed by the Policy to Address Conversion V1-0 and the Policy for the
Association of Organizations with FSC V2-0



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Dates:	Approval date: 14 December 2022
Contact for comments:	FSC International – Performance and Standards Unit Adenauerallee 134 53113 Bonn Germany Phone: +49 -(0)228 -36766 -0 Fax: +49 -(0)228 -36766 -65 Email: psu@fsc.org

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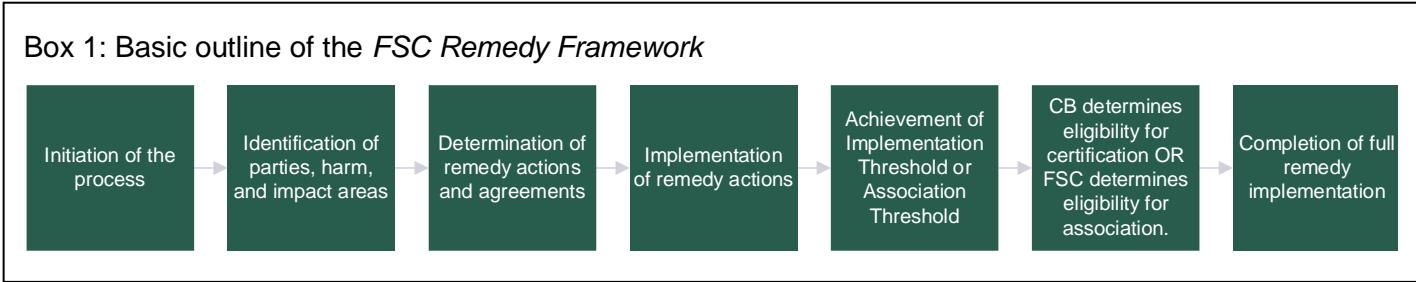
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INTRODUCTION

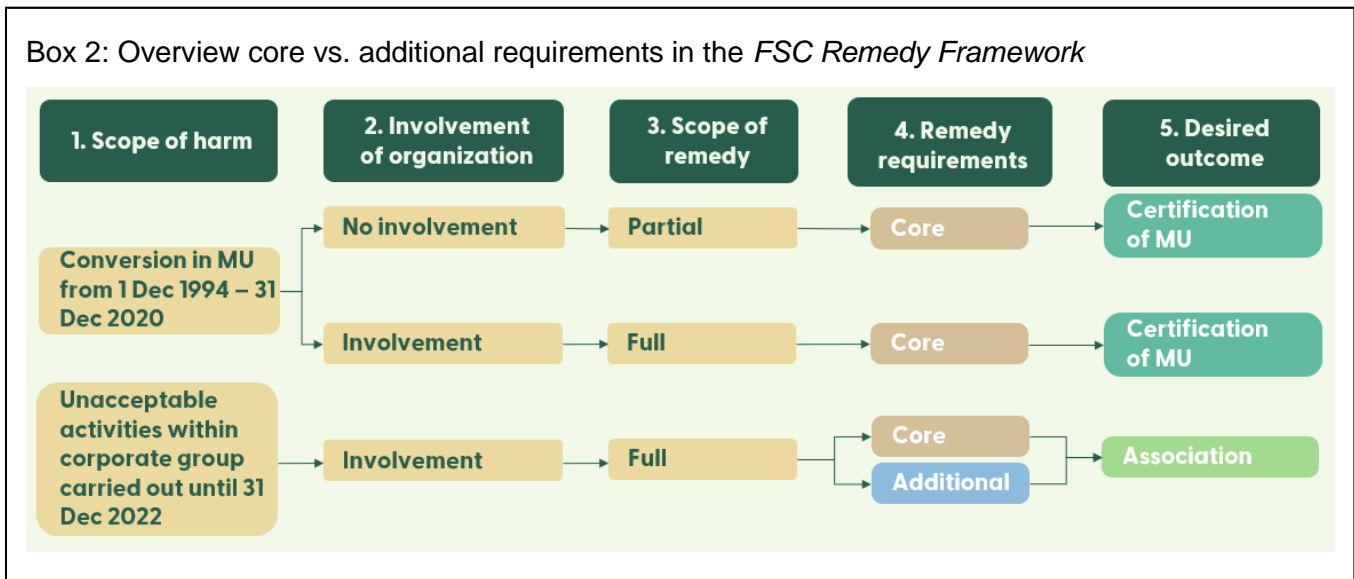
FSC has developed this version of the *FSC Remedy Framework* to address *unacceptable activities** as stipulated by the FSC-POL-01-004 V2-0 *Policy for the Association of Organizations with FSC* and instances of *conversion** as stipulated by the FSC-POL-01-007 V1-0 *Policy to Address Conversion*. Evidence of progress of implementing *remedy** must be present and verified prior to applying for FSC forest management certification, *association**, or to end *disassociation**. This framework has been developed for global implementation and has many nuances and complexities to account for many different types of cases for which it will be used. Box 1 below provides for a simplified understanding of the overall process outlined in the requirements of the *FSC Remedy Framework*.



The *FSC Remedy Framework* includes two levels of requirements, which are:

- (1) core requirements that apply to:
 - a. *The Organization* directly or indirectly involved* in conversion* on the management unit* between 1 December 1994 and 31 December 2020;*
 - b. *The Organization* that has acquired a management unit* where conversion* has taken place between 1 December 1994 and 31 December 2020; and*
 - c. *The Organization* or corporate group* addressing unacceptable activities* as defined in the Policy for the Association of Organizations with FSC V2-0;*
- (2) additional requirements that apply to a *corporate group** addressing *unacceptable activities** as defined in the *Policy for the Association of Organizations with FSC V2-0*.

See Box 2 for an overview of core versus additional requirements.



The core requirements outline minimum requirements at **sites** affected and impacted by *unacceptable activities** and/or *conversion**. The additional requirements are only for *corporate groups** addressing *unacceptable activities** as defined by the *Policy for the Association of Organizations with FSC V2-0* to ensure **system** level transformation of its *corporate group** to prevent these activities from happening again.

An additional version of the *FSC Remedy Framework* (FSC-PRO-01-004) addresses *unacceptable activities** as stipulated by FSC-POL-01-004 V3-0 *Policy for Association*.

OBJECTIVE

The objective of the *FSC Remedy Framework* is to define permanent and effective measures required for remedy of *harm** caused by *unacceptable activities** as defined by the *Policy for the Association of Organizations with FSC V2-0* or by *conversion** between 1 December 1994 and 31 December 2020.

SCOPE

The *FSC Remedy Framework* applies to:

- (1) *The Organization** that was *directly or indirectly involved** in *conversion** that occurred between 1 December 1994 and 31 December 2020,
- (2) *The Organization** that was not involved in *conversion** but has acquired a *management unit** where *conversion** has taken place between 1 December 1994 and 31 December 2020,
- (3) The *corporate group** that has been disassociated from FSC due to engaging in *unacceptable activities** under the *Policy for the Association of Organizations with FSC V2-0*,
- (4) *The corporate group** seeking to address *unacceptable activities** under the *Policy for the Association of Organizations with FSC V2-0* before associating with FSC,
- (5) Forest Stewardship Council
- (6) The *stakeholders** and *rights holders** identified in the process,
- (7) The *Third Party Verifier** who is responsible for verifying implementation,
- (8) The *Independent Assessor** who is responsible for interacting with *stakeholders** and *rights holders**, and
- (9) Certification bodies, when *The Organization** is eligible and decides to pursue certification.

Conformity with the *FSC Remedy Framework* provides a pathway to *remedy** for *environmental* and *social harm** caused by *conversion** between 1 December 1994 and 31 December 2020 and engagement in *unacceptable activities** as defined by the *Policy for the Association of Organizations with FSC V2-0*. It is applicable for *The Organization** or *corporate group** that applies for:

- *Association** as regulated by *FSC-POL-01-004 Policy for the Association of Organizations with FSC V2-0*; and/or
- FSC certification as regulated by National Forest Stewardship Standards or Interim National Standards; or
- FSC certification as regulated by *FSC-STD-30-010 Controlled Wood Standard for Forest Management enterprises*.

In seeking certification, the *FSC Remedy Framework* does not apply to:

- Conversion that took place prior to 1 December 1994,
- Conversion that took place after 31 December 2020,
- *Conversion** activities that took place between 1 December 1994 and 31 December 2020 on *management units** which have been acquired by organizations not involved in such activities and that were under FSC certified forest management at the time of the *Policy to Address Conversion* becoming effective, or
- *Small-scale smallholders** seeking certification of a *management unit** of less than 50 hectares in which *conversion** occurred between 1 December 1994 and 31 December 2020, regardless of whether the *small-scale smallholders** were involved in the *conversion** or subsequently acquired the *management unit**. These 50 hectares may be defined to a smaller area in a national standard development process. The small-scale smallholder must meet the following criteria:

- No *direct* or *indirect involvement** in the *conversion** of more than 50 hectares total, including over multiple *management units** or when they have *direct* or *indirect involvement** in an entity which carried out *conversion** of more than 50 hectares;
- Dependence on the land for most of their livelihood;
- Employment of labor mostly from family or neighboring communities;
- Possession of land-use rights; and
- No history of *unacceptable activities** (for example, where this relates to HCV forests and the relative share of the converted forest area over the past 5 years).

All aspects of this procedure are considered normative, including the scope, effective and validity dates, terms and definitions, unless otherwise stated. References and the content of information boxes, examples and notes are not normative.

ELIGIBILITY

*The Organization** that was *directly or indirectly involved** in *conversion** on the *management unit** between 1 December 1994 and 31 December 2020 or *The Organization** that acquired lands which were converted in the same time period are eligible to apply for FSC forest management certification of that *management unit** upon *demonstrated** conformity with the *FSC Remedy Framework* and following a conversion-free period in the *management unit** of at least five years.

NOTE: *The Organization** may start implementing the *remedy** process prior to having completed the five-year waiting period.

The *corporate group** that engaged in *unacceptable activities** is eligible to associate with FSC through the *Policy for the Association of Organizations with FSC V2-0* upon *demonstrated** conformity with the *FSC Remedy Framework* and, where applicable, an FSC decision to *end disassociation** of the *corporate group**.

REFERENCES

The following referenced documents are relevant for the application of this document.

For references without a version number, the latest version of the referenced document (including any amendments) applies:

FSC-POL-01-004 V2-0	<i>Policy for the Association of Organizations with FSC</i>
FSC-POL-01-004 V3	<i>Policy for Association</i>
FSC-POL-01-007 V1-0	<i>Policy to Address Conversion</i>
FSC-STD-01-001	<i>FSC Principles and Criteria</i>
FSC-STD-01-002	<i>Glossary of Terms</i>
FSC-STD-20-001	<i>General Requirements for FSC Accredited Certification Bodies</i>
FSC-STD-30-010	<i>Controlled Wood Standard for Forest Management</i>
FSC-STD-60-004	<i>FSC International Generic Indicators</i>
FSC-PRO-01-009	<i>Processing FSC Policy for Association Complaints</i>
FSC-PRO-01-017 V1-1	<i>Participation of external observers in on-site FSC certification audits and / or ASI assessments</i>

FSC-GUI-30-003

FSC Guidelines for the Implementation of the Right to Free, Prior and Informed Consent (FPIC)

ADV-10-004-01

Scope of remedy for outstanding magnitude or gravity of harm caused

FSC-ADV-30-010-01

Applicable National and Local Laws and Regulations for Controlled Wood for Forest Management Enterprises

DIAGRAMS AND KEYS

Overview Diagram of the Remedy Framework

Legend

^ Significant differences between Core & Additional requirements
 Involvement of the Independent Assessor
 Dialogue point
 Agreement point

Remedy Phase

A phase of the Remedy Framework-In some cases, numbered sections of the document have been summarized for simplicity of the diagram.

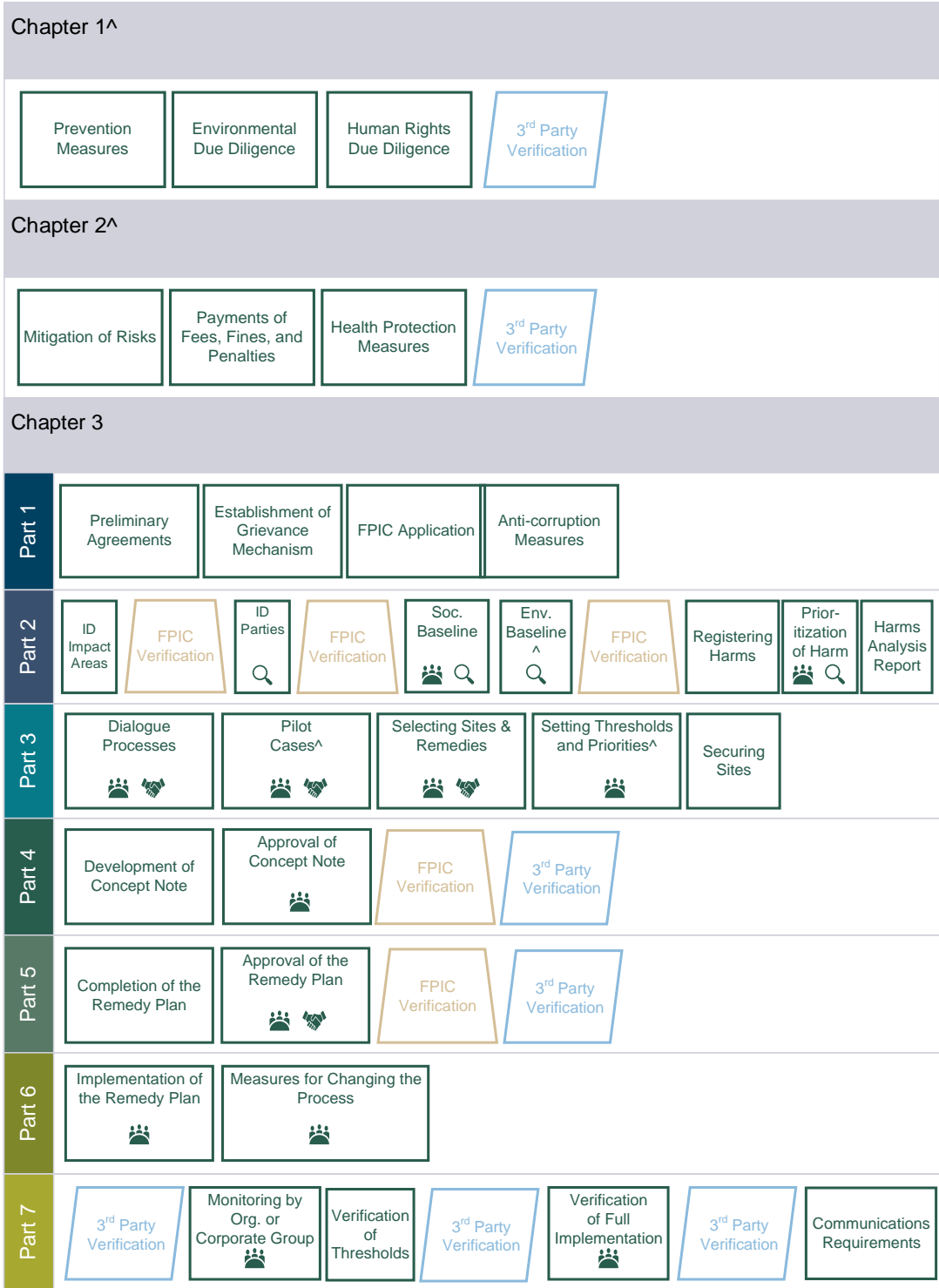
FPIC Verification

A point at which the Third Party Verifier verifies that FPIC processes have been adhered to in relation to *affected rights holders**.

3rd Party Verification

A point when third party verification is needed in the Remedy Framework.

Note on verification: *FPIC** applies to all stages of the Remedy Framework. See Section 4 for more information. There are points where the *Third Party Verifier** is required to make verifications, as shown in the diagram, however, requirements throughout the Remedy Framework are required to be verified. See Section 28 and Annex 1 for more information.



Key to identification of stakeholders and *rights holders**

NOTE: Various groups of stakeholders and *rights holders** are involved in the implementation of the *FSC Remedy Framework*.

Two different groups of *rights holders** are prioritized when making agreements during the *remedy** process and require careful consideration and determination:

- *Affected rights holders** is a term defined in the FSC-STD-60-004 V2-0 *International Generic Indicators*. This definition is maintained in the *FSC Remedy Framework*. It refers to individuals or groups with legal or *customary rights** whose *Free, Prior and Informed Consent** is required to determine management decisions, and who are affected by *conversion** and/or *unacceptable activities**.
- *Impacted rights holders** is a new term used in the *FSC Remedy Framework* to refer to individuals or groups with legal or *customary rights** who have suffered *harm** caused by *conversion** and/or *unacceptable activities**. This is a broader group than *affected rights holders** because the *Free, Prior, and Informed Consent** of all *impacted rights holders** may not be required to determine management decisions. This group includes *affected rights holders**.

For ease of reading, these groups have been color coded throughout this document according to four colors and explained in Box 3 below.

Box 3: Roles of <i>stakeholders</i> * and <i>rights holders</i> *		
Party	Examples (see definitions in Terms and Definitions)	Implications in the Remedy Framework
Interested stakeholders	<p>Any person or group with interest in the activities of the organization, for example:</p> <ul style="list-style-type: none"> • Governmental organizations • Non-governmental organizations • Union representatives • Academics • Scientists 	<p><i>Interested stakeholders</i>* are consulted and can provide input about the <i>remedy</i>* of <i>harm</i>*. They can fulfill other functions, when permission to do so is given by <i>impacted rights holders</i>* and/or they have specific expertise on a topic.</p>
Affected stakeholders	<p>Any person or group subject to the effects of <i>conversion</i>* and/or <i>unacceptable activities</i>*, including:</p> <ul style="list-style-type: none"> • <i>Impacted rights holders</i>* (see below) • <i>Affected rights holders</i>* (see below) • Local communities • <i>Indigenous Peoples</i>* • <i>Workers</i>* • Forest dwellers • Neighbors • Downstream landowners • Local processors • Local businesses • <i>Tenure</i>* and use <i>rights holders</i>*, including landowners 	<p><i>Affected stakeholders</i>* are consulted throughout the <i>remedy</i>* process.</p> <p>In preliminary phases, <i>the Independent Assessor</i>* differentiates <i>affected stakeholders</i>*, <i>impacted rights holders</i>*, and <i>affected rights holders</i>*.</p>

-
- Organizations authorized or known to act on behalf of affected stakeholders, for example social and environmental NGOs, labor unions, etc.
-

Impacted rights holders

Any person or group who have experienced *harm** to their rights as a result of *conversion** or *unacceptable activities**, for example:

- *Affected rights holders** (see below)
- *Workers**
- Landowners

*Impacted rights holders** are entitled to enter into agreements about *remedy** with the *Organization** or *the corporate group**.

Affected rights holder

Any group with *FPIC** rights who have experienced *harm** to their rights as a result of *conversion** or *unacceptable activities**:

- *Indigenous Peoples**
- Traditional peoples and local communities with legal or customary rights

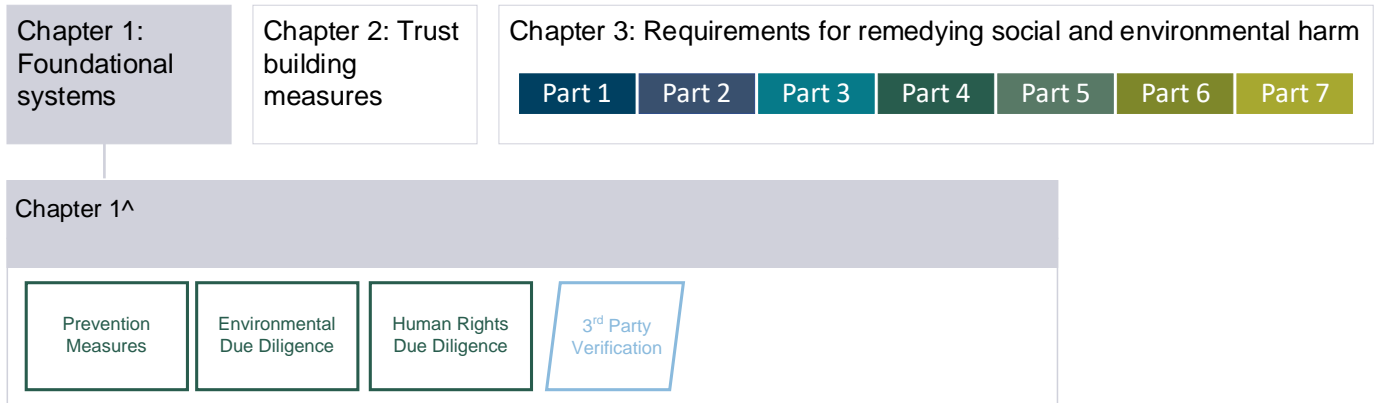
*FPIC** processes are applied throughout the *FSC Remedy Framework* when engaging with *affected rights holders**.

*FPIC** includes the right to grant, modify, withhold or withdraw approval.

*FPIC** processes are verified before moving past the phases for the identification of *impact areas**, identification of associated parties, Baseline Assessments, Concept Note and Remedy Plan phases.

*Affected rights holders** are entitled to enter into agreements about *remedy** with the *Organization** or *the corporate group**.

CHAPTER 1: FOUNDATIONAL SYSTEMS



Chapter 1 outlines measures for the *corporate group** to establish systems to prevent activities that are unacceptable per the *Policy for the Association of Organizations with FSC V2-0*, and to demonstrate progress in addressing *unacceptable activities**. The required systems include due diligence frameworks for *human rights** and *environmental values**, including risk, impact, and *harm** assessments.

NOTE: Assessments specific to the *social* and *environmental harm** to be addressed by the *remedy** Process are covered at Chapter 3 Part 2: Identification of associated parties, *impact areas** and Baseline Assessments of *social and environmental harm**.

NOTE: Chapter 1 applies only to:

- (1) *The corporate group** that has been disassociated from FSC for engaging in *unacceptable activities**, and
- (2) *The corporate group** seeking to address *unacceptable activities** before associating with FSC.

NOTE: *Corporate groups** should address foundational systems at the outset of the *remedy** process.

Additional requirements

1. Prevention of future *unacceptable activities** and violations of the *Policy for the Association of Organizations with FSC*

- 1.1. The *corporate group** shall have documented management systems in place such as policies, plans, procedures and/or work instructions to stop and prevent *unacceptable activities**.
- 1.2. The *corporate group** shall have monitoring and review processes of management systems, that include:
 - a. One or both of the following due diligence frameworks that identify ongoing and new *unacceptable activities** depending on any earlier identified *unacceptable activities**; (see sections 2 and 3 below)
 - i. For *corporate groups** involved in *unacceptable activities** related to *social harm**: *Human Rights Due Diligence** framework, and/or,
 - ii. For *corporate groups** involved in *unacceptable activities** related to *environmental harm**: *Environmental Due Diligence** framework.
 - b. Management practice reviews;
 - c. The integration of feedback from the *grievance mechanism** and *Registry of Harm**.

- 1.3. The *corporate group** shall demonstrate continuous improvement in addressing and preventing *unacceptable activities** through annual Policy for Association conformity assessments (see *Annex 4: Indicators for evaluating Conformity with the Policy for the Association of Organizations with FSC*).
 - a. *Independent** monitoring of Policy for Association conformity shall be undertaken and public summaries on progress published annually.

2. Human Rights Due Diligence* (HRDD) framework

- 2.1. The *corporate group** shall have an *HRDD** framework in place that includes processes and procedures for:
 - a. Identification of potential *human rights** impacts resulting from the *corporate group's** activities and business relationships through human rights risk assessments (HRRAs);
 - b. Prioritization of the *corporate group's** sector- and region-specific *salient human rights issues** in HRRAs;
 - c. Identification of *human rights** impacts through *Human Rights Impact Assessments** (HRIAs) paying particular attention to issues highlighted by HRRAs;
 - d. Analysis of HRRAs for the presence of *harm**;
 - e. Recording of *harm** in a *Registry of Harm** (see Chapter 3, section 12);
 - f. Integration of findings from these *HRDD** processes into the *corporate group's** procedures in order to take action to cease, prevent and mitigate potential adverse impacts; and
 - g. Performance tracking and communication with *interested stakeholders**.
- 2.2. The *corporate group** shall produce monitoring reports on the progress of implementation of the *HRDD** framework.

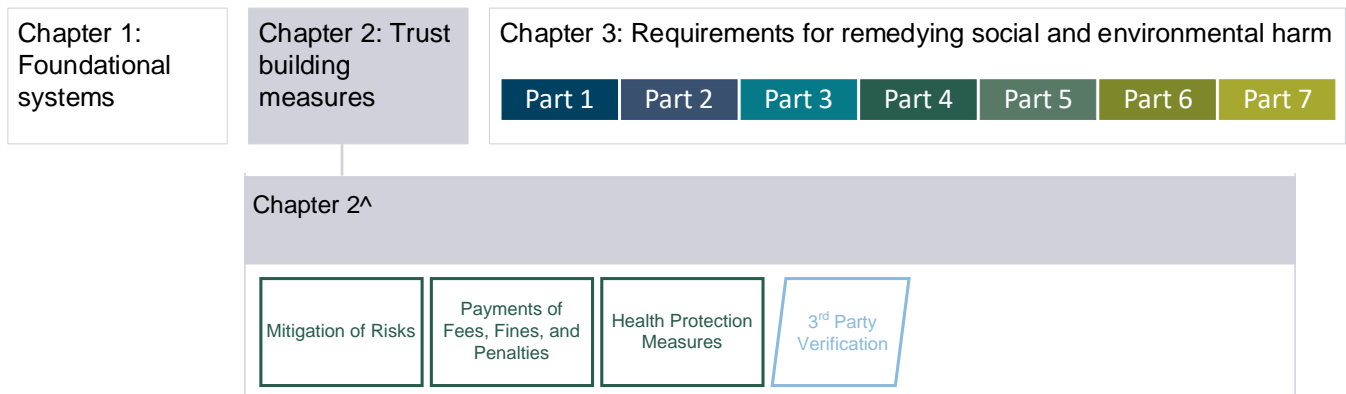
3. Environmental Due Diligence* (EDD) framework

- 3.1. The *corporate group** shall have an *EDD** framework in place, that includes processes and procedures for:
 - a. Identification of likely potential risks to *environmental values** resulting from the *corporate group's** activities, through environmental risk assessments (ERAs);
 - b. Prioritization of *corporate group's** sector and region specific *salient environmental issues** in ERAs;
 - c. Identification of environmental impacts through environmental impact assessments (EIAs) or similar assessments, paying particular attention to issues highlighted by ERAs;
 - d. Analysis of impact assessments for the presence of *harm**;
 - e. Recording of *harm** in a *Registry of Harm** (see section 12);
 - f. Integration of findings of *EDD** processes into the *corporate group's** procedures in order to take action to cease, prevent and mitigate potential adverse impacts; and
 - g. Performance tracking and communication with *interested stakeholders**.
- 3.2. The *corporate group** shall produce monitoring reports on the progress of implementation of the *EDD** framework.

4. Verification of foundational systems

- 4.1 The *corporate group** shall submit proof of conformity of the foundational system requirements of Chapter 1 to the *Third Party Verifier** for evaluation prior to *ending disassociation** or applying for *association**. (See **Annex 1: Third Party Verification Checklist**)

CHAPTER 2: TRUST BUILDING MEASURES



Chapter 2 outlines trust building measures for *corporate groups**, including specific requirements for compliance with any applicable fees or penalties for *social* and *environmental harm**, and safeguards to protect *workers**, communities, and environmental health. Chapter 2 also allows for an extended scope for remedy measures at FSC’s discretion in especially grave cases of *unacceptable activities**.

NOTE: Chapter 2 applies only to:

- (1) The *corporate group** that has been disassociated from FSC for engaging in *unacceptable activities**, and
- (2) *The corporate group** seeking to address *unacceptable activities** before associating with FSC.

NOTE: *The corporate group** should address trust building measures at the outset of the *remedy** process.

Additional requirements

1. Mitigation of risks in wider corporate group

- 1.1. Due to the magnitude or gravity of *harm**, FSC can stipulate the application of the *FSC Remedy Framework* for the wider corporate group before *association** or *ending disassociation**.

NOTE: For the scope of the wider corporate group, see the FSC-POL-01-004 *Policy for Association V3-0* for the definition of 'corporate group' and for details of the application of the measure, see ADV-10-004-01 *Scope of remedy for outstanding magnitude or gravity of harm caused*.

2. Payment of fees, taxes, fines, and penalties

- 2.1. The *corporate group** shall pay in full legally required fees and taxes due as part of normal business practice.
- 2.2. The *corporate group** shall pay in full legally required fees, taxes, fines and penalties for damage to *environmental values** or *harm** to *affected rights holders**.

3. Protection of *workers**, communities, and environmental health

- 3.1. Based on the scope of *unacceptable activities**, FSC may stipulate the following measures:
 - a. The *corporate group** shall demonstrate protection of the public and *workers**' health in its forestry operations by:
 - i. Implementation of health and safety practices that meet or exceed the ILO Code of Practice on Safety and Health in Forestry Work, *demonstrated** through an *independent** third party assessment (for example, through certification against ISO 45001).

- ii. Prevention and mitigation of damage to *environmental values** and human health from *chemical** use in forestry operations, and *remedy* harm** where damage occurs.
- b. The *corporate group** shall assess and mitigate potential risk of damage by uncontrolled spread of fires including:
 - i. A map of fire-prone areas and potentially affected communities;
 - ii. Management plans and activities that prevent the starting of uncontrolled manmade fires;
 - iii. Management plans and activities that build resilience in the forest system in order to prevent the uncontrolled spread of fires;
 - iv. Fire early warning systems and mitigation procedures.
- c. The *corporate group** shall evaluate greenhouse gas (GHG) emissions from its forestry operations and take steps to ameliorate impacts, including:
 - i. Measuring and evaluating emissions for *scale**, intensity and risk to human health and wellbeing according to national GHG reporting guidelines; and
 - ii. Implementing plans to reduce emissions within timescales that match national and international ambitions on GHG emissions reductions.

4. Verification of foundational systems

- 4.1. The *corporate group** shall submit proof of conformity of the trust building measure requirements of Chapter 2 to the *Third Party Verifier** for evaluation prior to *ending disassociation** or applying for *association**.

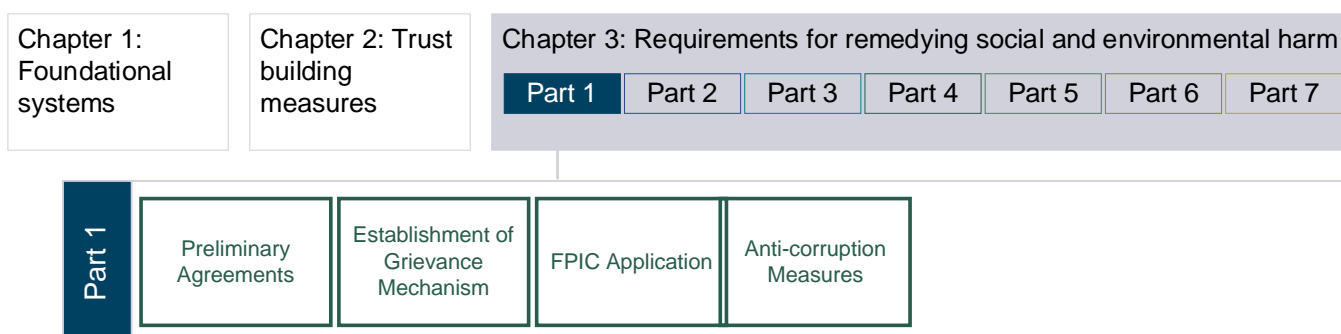
CHAPTER 3: REQUIREMENTS FOR REMEDYING ENVIRONMENTAL AND SOCIAL HARM*

Chapter 3 outlines the process and requirements for *remedy** of *conversion** and/or *unacceptable activities** beginning with foundational requirements in Part 1, and ending with provisions for monitoring, reporting, and transparency in Part 7. It is recommended that users familiarize themselves with the entirety of Chapter 3 before undertaking the *remedy** process. As outlined in the Introduction, Chapter 3 also differentiates between core requirements which apply both to cases of *conversion** and *unacceptable activities** and additional requirements which apply only to cases of *unacceptable activities**.

NOTE: Chapter 3 applies to:

- (1) *The Organization** that was *directly or indirectly involved** in *conversion** that occurred between 1 December 1994 and 31 December 2020. In such cases, *The Organization** must conform with the core requirements.
- (2) *The Organization** not involved in *conversion** but that has acquired a *management unit** where *conversion** has taken place in this period. In such cases, *The Organization** must conform with the core requirements.
- (3) The *corporate group** that have been disassociated from FSC for committing *unacceptable activities**. In such cases, the *corporate group** must conform with both the core requirements” and the additional requirements.
- (4) The *corporate group** seeking to address *unacceptable activities** before associating with FSC. In such cases, the *corporate group** must conform with both the core requirements and the additional requirements.

Part 1: Foundational requirements



Part 1 outlines requirements that provide a foundation for a successful *remedy** process, including provision of sufficient resources, implementation of anti-corruption measures, and establishment of *grievance** procedures. Part 1 also requires the application of procedures of *Free, Prior Informed Consent** (FPIC) throughout the *remedy** process, whenever *affected rights holders** are involved.

1. Conducive implementation environment

Core requirements

- 1.1. *The Organization** or the *corporate group** shall provide sufficient resources and apply continuous learning and improvement principles and practices to ensure and improve implementation.

Additional Requirements

- 1.2. The *corporate group** shall have policies and procedures in place to ensure sufficient and appropriately trained personnel and *workers** to implement the *FSC Remedy Framework*.

2. The agreement between FSC and *The Organization or the *corporate group****

Core requirements

- 2.1. *The Organization* or corporate group** seeking *association** or certification shall sign an agreement with FSC regulating the terms and conditions of the engagement, prior to undertaking the *remedy** process.
 - a. This agreement shall not be considered *association**.
 - b. The Parties shall review the terms and conditions of the agreement every two years.
 - c. The agreement shall be automatically renewed for another two years unless terminated. The purpose of the two-year commitment period is to ensure continuity of resources to implement the *remedy** process and to provide predictability for *stakeholder** engagement.
 - d. The agreement shall provide the *Third Party Verifier** and *Independent Assessor** access to any and all reasonable documentation required for confirming the scope of *The Organization** or *corporate group** and for the verification, evaluation, and monitoring of implementation of the *FSC Remedy Framework*.
 - e. This shall include a commitment by *The Organization** or *corporate group** to the FSC Mission.
- 2.2. *The Organization* or corporate group** shall subject itself and its *remedy** process to the FSC Dispute Resolution System to manage complaints from *stakeholders** where there is concern regarding the implementation of the *FSC Remedy Framework*.
- 2.3. *The Organization* or corporate group** shall cover all costs of implementation of the *remedy** process.
- 2.4. The ultimate responsibility for the plan, implementation, and delivery of *conservation** and *restoration** outcomes and social benefits shall rest with *The Organization* or corporate group**.
- 2.5. FSC shall verify the qualifications of the *Independent Assessor**, including based on written information and assessors' regionally-specific experience.
- 2.6. FSC shall approve a *Third Party Verifier** based on the expertise required to evaluate *social and environmental harm** and plans to *remedy** this *harm**.

Additional requirements

- 2.7. FSC may contract the *Third Party Verifier** directly until FSC has ended the *disassociation** from the *corporate group**. These costs shall be reimbursed fully by the *corporate group** before the *disassociation** can end.

3. Establishment of a *grievance mechanism**

- 3.1. During the initiation of the Baseline Assessments (see section 9), *The Organization** or the *corporate group** shall establish a culturally appropriate *grievance mechanism** for the *remedy** process that is open to *affected stakeholders** and their legitimate representatives.
- 3.2. The *grievance mechanism** shall:

- a. Be active for the entire period of the *remedy** process;
 - b. Be available to address all *grievances** including those specifically relating to the *remedy** process;
 - c. Include written procedures for providing access to *grievance** processes that include *conflict** resolution and *remedy**. The procedures are developed through inclusive processes;
 - d. Be clear, accessible and secure, providing for confidentiality and ensuring complainants are free from threats; and
 - e. Ensure that its approaches, outcomes and remedies are “rights-compatible”, aligned with UN Guiding Principles on Business and *Human Rights** (UNGPs), and based on *Free, Prior, and Informed Consent** (FPIC) processes.
- 3.3. Where there are existing culturally appropriate *grievance** or *conflict** resolution mechanisms that are recognized and accepted by all parties involved in the *remedy** process, these should preferably be used for resolving any *grievances** or *conflicts**, including those associated with the *remedy** process.
- 3.4. *The Organization** or the *corporate group** shall:
- a. Ensure that *affected stakeholders** are aware of, and informed in a culturally appropriate manner about, the *grievance mechanism** and how to access it;
 - b. Keep records of *grievances**, indicating timing and status of responses;
 - c. Provide for dialogue and engagement, focusing on processes of direct and, if needed, mediated dialogue to seek agreed solutions;
 - d. Refer to *independent** third party mechanisms, whether judicial or non-judicial, if adjudication is needed; and
 - e. Have procedures for the *grievance mechanism** to be reviewed and, if needed, revised.

Additional requirements

- 3.5. *The corporate group** shall:
- a. Establish a clear, transparent and *independent** multi-stakeholder* governance structure for the *grievance mechanism**;
 - b. Ensure *affected stakeholders** are satisfied with the *grievance mechanism** and its use;
 - c. Ensure that *grievances** and *conflicts** are reviewed to identify any *harm**; and
 - d. Ensure that the *grievance mechanism's** effectiveness and outcomes are reviewed by an independent multi-stakeholder* governance structure to identify root causes and improve upon procedures. *Consultation** shall be held as part of this review process.

4. Application of the right to Free, Prior and Informed Consent

Core Requirements

- 4.1. *The Organization** or the *corporate group** shall follow the process and practice of *Free, Prior Informed Consent** (FPIC) when implementing all aspects of the *FSC Remedy Framework* where *affected rights holders** have been identified, including *affected rights holders** that relate to areas where *remedy** action is planned, and that are outside the *conversion** or *unacceptable activities** impact areas*.
- 4.2. *The Organization** or the *corporate group** shall follow **Annex 6: Elements and Steps for FPIC* Processes** and consider *FSC-GUI-30-003 FSC Guidelines for the Implementation of the Right to Free, Prior and Informed Consent* in its entirety when developing and conducting an *FPIC** process.

Additional Requirements

- 4.3. *The corporate group** shall:

- a. Establish *FPIC** policies and procedures, including to enable the conditions required for the implementation of *FPIC** and training of *workers** who may be involved in activities impacting *affected rights holders**;
 - b. Maintain and implement *FPIC** policies and procedures at operation locations and other sites with *affected rights holders**; and
 - c. Document all practice of *FPIC**, including evidence of its implementation in all relevant elements of its Remedy Plan.
- 4.4. The *corporate group** shall keep evidence that *affected rights holders** are satisfied with *FPIC** processes and progress towards *FPIC** agreements with the *corporate group**.

5. Anti-corruption measures

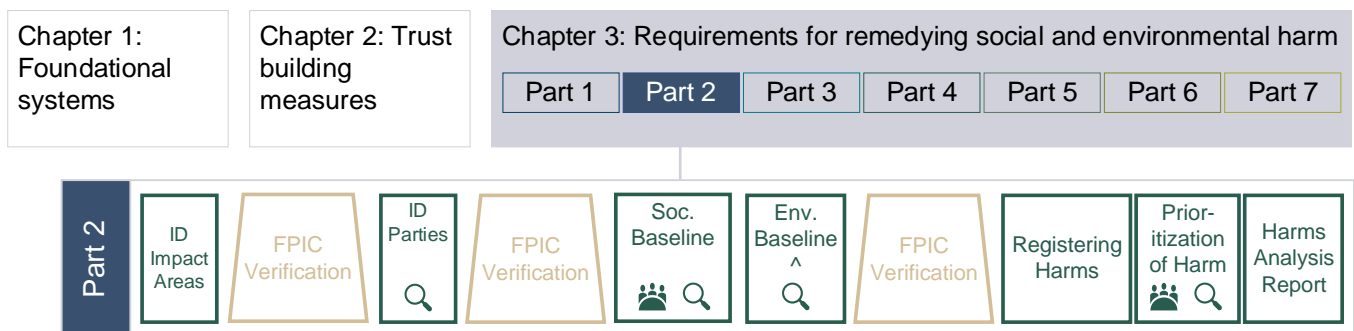
Core Requirements

- 5.1. The *Organization** or *corporate group** shall have policies and procedures in place to prevent corruption and bribery within the enterprise and within its forest and timber supply chains.
- 5.2. The *Organization** or *corporate group** shall engage in legal due process for attaining and managing deeds, licensed concessions and forest management areas.

Additional Requirements

- 5.3. The *corporate group** shall engage with *interested stakeholders** and *affected stakeholders** in dialogue and actions to combat corruption and bribery, make its anti-corruption and anti-bribery commitments and measures *publicly available**, and communicate around its own experience combating corruption.
- 5.4. The *corporate group** shall provide regular trainings to employees on corruption and bribery prevention and maintain whistle-blower immunity for employees reporting corruption or bribery.

Part 2: Identification of associated parties, *impact areas** and Baseline Assessments of *social and environmental harm**



Part 2 outlines procedures and requirements for identifying the *social harm** and *environmental harm** to be remedied to address *conversion** and/or *unacceptable activities**.

This includes identifying *impact areas**, *affected rights holders**, communities, *High Conservation Values** (HCVs), and other persons and resources that have been *harmed**; identifying baseline social and environmental conditions; documenting *social and environmental harm**; and prioritizing *harm** for *remedy**. *Organizations** and *corporate groups** may start with existing information, but must complete all steps to ensure all applicable *impact areas** and affected parties are identified. This includes dialogue processes in cases of *unacceptable activities**.

6. Overarching approach to identification and assessment

Core Requirements

- 6.1. *The Organization** or *corporate group** shall ensure that the processes of identifying *affected stakeholders** and *impact areas**, doing Baseline Assessments and analyzing Baseline Assessments:
 - a. Are undertaken in full *consultation** with *affected stakeholders** and relevant environmental and social experts;
 - b. Follow *FPIC** processes in the case of *affected rights holders** (see section 4);
 - c. Are based on best practice guidelines; and
 - d. Take measures to prevent intimidation and corruption.
- 6.2. *The Organization** or *corporate group** shall inform all *affected stakeholders** of their *rights** and the *grievance mechanism** in culturally appropriate ways. This shall include inquiring about:
 - a. Their *rights** and whether they have been *harmed** because of *conversion** or *unacceptable activities**; and
 - b. Other parties that should be considered *affected rights holders** or *impacted rights holders**.

7. Identification of *impact areas**

Core Requirements

- 7.1. *The Organization** or the *corporate group** shall identify and map the sites affected and the wider areas impacted by *conversion** or *unacceptable activities** (the *impact areas**) using *best available information**.
- 7.2. *The Organization** shall use the time periods when the *conversion** occurred, after 1 December 1994, for determining and mapping the extent of the *conversion** requiring *remedy**.
- 7.3. *The Organization** or the *corporate group** shall verify the accuracy of the mapping of the converted area in *consultation** with *impacted rights holders**, *affected stakeholders** and experts.
- 7.4. The *Third Party Verifier** shall verify that *FPIC**-based processes have been properly implemented with *affected rights holders** during the identification of *impact areas** and recommend actions for correction, if applicable, before the *remedy** process can continue.

Additional Requirements

- 7.5. The *corporate group** shall develop methodologies, including a methodology review mechanism, to deliver maps and inventories of the *past** (at the time immediately before commencement of the *unacceptable activities**) and current status in all sites and extended *impact areas**. The following shall be included:
 - a. *Natural forests** including areas known to have been converted after 1 December 1994;
 - b. *HCV areas**, including *rare species** or *threatened species**, and areas where *HCVs** are known to have been destroyed since 1 January 1999;
 - c. Areas known to have been subject to *illegal logging** (including *encroachment**) since 1 December 1994;
 - d. *Land cover and land use**; and
 - e. Communities known or suspected to have suffered *harm** with the nature of *harm** noted.
- 7.6. The *corporate group** shall produce maps and inventories of the *past** and current status in all sites and extended *impact areas** subject to the *unacceptable activities**. This shall include the elements included in 7.5.

- 7.7. Where mapping and inventory data is lacking, the *corporate group** shall make estimations of *harm** using a methodology based on *best available information** to date and developed by *independent experts**.

8. Identification of parties

Core Requirements

- 8.1. An *Independent Assessor** shall identify the *affected stakeholders** and *impacted rights holders**.
- 8.2. The identified *affected stakeholders** that have suffered *harm** shall be spatially mapped and the nature of the *harm** identified.
- 8.3. The *Third Party Verifier** shall verify that *FPIC**-based processes have been being properly with *affected rights holders** during the identification of parties and recommend actions for correction, if applicable, before the *remedy** process can continue.

Additional Requirements

- 8.4. The *corporate group** shall have a policy and procedures for the identification of the *affected stakeholders**, *rights holders**, *impacted rights holders**, and *affected rights holders**.

9. Social and Environmental Baseline Assessments – initial steps

Core Requirements

- 9.1. Where *The Organization** or *corporate group** has already undertaken assessments prior to implementing this procedure, the assessments required by the *FSC Remedy Framework* may be informed by the prior assessments.
- 9.2. Where *The Organization** or *corporate group** has already undertaken social or environmental *remedy** for *conversion** and/or *unacceptable activities** prior to implementing the *FSC Remedy Framework*, these *remedy** actions shall be considered and included in “current state” sections of the Social and Environmental Baseline Assessments. They will be considered *remedy** actions already taken if there is conformity with the requirements of *additionality** for those actions.
- 9.3. The *Third Party Verifier** shall verify that *FPIC**-based processes have been properly implemented with *affected rights holders** during the baseline assessments and recommend actions for correction, if applicable, before the *remedy** process can continue.

Additional Requirements

- 9.4. The *corporate group** shall develop methodologies, including a methodology review mechanism, to deliver Social and Environmental Baseline Assessments of the *unacceptable activities** in all *impact areas**.

10. Social Baseline Assessments

Core Requirements

- 10.1. A Social Baseline Assessment shall be conducted, using *best available information**, in *consultation** with *affected stakeholders** to determine the presence of *social harm** associated with *conversion** or *unacceptable activities**.
- a. For *conversion**:
- Where there are *impacted rights holders** identified by an *independent Assessor** (see 8.1), the Social Baseline Assessment shall be undertaken by an *Independent Assessor**.
 - Where there are no *impacted rights holders** identified by an *Independent Assessor** (see 8.1), the Social Baseline Assessment may be undertaken by *The Organization**.

- b. For *unacceptable activities**: the Social Baseline Assessment shall be undertaken by an *Independent Assessor**.
- 10.2. In the *impact areas**, the Social Baseline Assessment shall assess the *past** existence – at the time immediately before commencement of the *conversion** or *unacceptable activities** – of aspects to have suffered *harm**, that are known, or suspected, due to these activities, specifically:
- a. *Rights** of *impacted rights holders**;
 - b. *Ecosystem services** affecting communities;
 - c. *Cultural values**; and
 - d. *Community needs**, including livelihoods.
- 10.3. For each of the aspects assessed (see 10.2), the Social Baseline Assessment shall assess the following in the *impact areas**:
- a. The impact of the *conversion** or *unacceptable activities** and the *harm** caused;
 - b. Any *remedy** activities that have already taken place (see 9.1) and their effects;
 - c. The current state; and
 - d. Any outstanding or continuing unremedied *harm**.
- 10.4. Using the information gathered in 10.3, the Social Baseline Assessment shall consider the map of the *impact areas** of the *conversion** or *unacceptable activities** (see 7.1) and the *stakeholder** spatial mapping (see 8.2) to ensure that all relevant areas, *harm**, *affected stakeholders**, and *impacted rights holders** have been identified and included.
- 10.5. Where the Social Baseline Assessment finds evidence of *social harm** in *conversion** cases that rise to the level of an *unacceptable activity**, these cases shall be remedied according to the core and additional requirements in the *FSC Remedy Framework*.

Additional Requirements

- 10.6. During the Baseline Assessment, the *Independent Assessor** shall consult with *interested stakeholders** in so far as they have been mandated by *impacted rights holders** to represent them and, where deemed necessary, with *independent experts**.

11. Environmental Baseline Assessments

Core Requirements

- 11.1. An Environmental Baseline Assessment shall be conducted using *best available information** and expert knowledge to determine environmental aspects associated with the *conversion** or *unacceptable activities** and any *harm** caused to these aspects.
- a. For *conversion**: *The Organization** may carry out the assessment.
 - b. For *unacceptable activities**: An *Independent Assessor** shall carry out the assessment and consult *interested stakeholders** and *affected stakeholders**.
- 11.2. The Environmental Baseline Assessment shall include:
- a. The condition of the *impact area** at the time immediately before commencement of the *conversion** and/or *unacceptable activities**, including the:
 - i. Forest type according to national forest classifications, or according to Annex 2: Forest Type Classes in the absence of a national classification;
 - ii. Forest condition status: cover and use, including levels of *degradation**, *degradation** drivers, biodiversity, *ecosystem attributes**, *environmental values** and successional phase; and
 - iii. *HCV areas** and *rare species** or *threatened species**.

- b. The current condition of the *impact areas** subject to *conversion** and/or *unacceptable activities**, including but not limited to:
 - i. *Land cover** and *land use** by area and management classification;
 - ii. Identified areas with potential for *restoration** and/or *conservation**;
 - iii. Remaining natural *ecosystems** considering *ecosystem** condition, use status, biodiversity, *ecosystem attributes**, *environmental values**, successional phase, level of *degradation**, and *degradation** drivers;
 - iv. *Landscape** context, including *habitat** fragmentation levels within the vicinity of the converted area and where applicable within the *management unit**; and
 - v. *HCV areas** including *rare species** or *threatened species**.

NOTE: The information for the aforementioned requirements may be extracted from the forest management plan when applicable.

- 11.3. The *environmental harm** caused by the *conversion** or *unacceptable activities** shall be determined, in *consultation** with experts, and, at a minimum, shall specify:
 - a. The size of the area;
 - b. The quality, including levels of *degradation** of the area; and
 - c. *Ecosystem attributes** lost.
- 11.4. Where the Environmental Baseline Assessment finds evidence of *environmental harm** in *conversion** cases that rise to the level of an *unacceptable activity**, these cases shall be remedied according to the core and additional requirements in this *FSC Remedy Framework*.

12. Registering *harm**

Core Requirements

- 12.1. Identified *harm** shall be documented in the Harm Analysis Report (see section 14) used to prepare the Concept Note (see section 22).

Additional Requirements

- 12.2. Identified *harm** from *unacceptable activities** shall be recorded in a *registry of harm** for continuous learning and prevention of *harm**. The *registry of harm** shall include:
 - a. Cases of *harm** identified by the *grievance mechanism**;
 - b. Documentation and records of grievances and *conflicts** reviewed for presence of *harm**;
 - c. Cases of *harm** identified by due diligence systems;
 - d. Cases of *harm** identified by the mapping and inventory process and social and environmental Baseline Assessments;
 - e. Maps of all areas where *harm** has occurred, distinguishing between types of *harm**; and
 - f. Identification of root causes that have led to the *harm**.

13. Prioritization of issues for *remedy of harm**

Core Requirements

- 13.1. *Priority social harm** shall be identified by an *Independent Assessor**, through *consultation** with *impacted rights holders**, *affected stakeholders**, and *FPIC*-based* engagement with *affected rights holders**. The results shall be documented in the Harm Analysis Report (see section 14.1).

Additional Requirements

- 13.2. Before 13.1 is undertaken, the registry of *harm** shall be assessed and cases for remedy of *harm** shall be identified by an *Independent Assessor**, in *consultation** with *affected stakeholders** and *independent experts**.

14. Harm Analysis Report

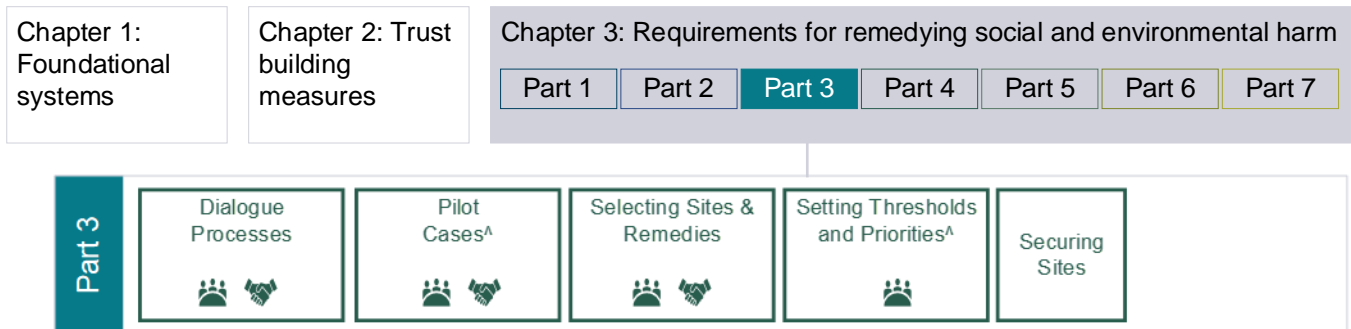
Core Requirements

- 14.1. *The Organization** or the *corporate group** shall develop a Harm Analysis Report containing the following information gathered during the implementation of Part 2 of the *FSC Remedy Framework*, including the results of the Baseline Assessments. It shall include:
- Base maps of the remaining forest, sites affected by *conversion** and *unacceptable activities**, and the associated *impact areas**;
 - Description of environmental and social conditions of the area at the time immediately before commencement of the *conversion** or *unacceptable activities** and the current state of environmental and social conditions of the *impact areas**, including any *remedy** already undertaken;
 - Identified *affected rights holders**, *impacted rights holders** and *affected stakeholders**;
 - Details of how *FPIC** was applied (if applicable);
 - Details of *environmental harm** and *social harm** associated with *conversion** or *unacceptable activities**, including *priority social harm**;
 - All experts' reports, including *Independent Assessor** reports;
 - Methods used for producing Baseline Assessments and the *registry of harm**, where applicable; and
 - The credentials of experts consulted to produce the Baseline Assessment(s).

Additional Requirements

- 14.2. The Harm Analysis Report shall include the cases for *remedy of harm** identified by *Independent Assessors** (see 12.2).

Part 3: Remedy* planning



Part 3 outlines initial requirements for *remedy** planning, including procedures for dialogue with *impacted rights holders** and *affected stakeholders**, additional requirements for *Core Dialogue Groups**, agreements with *impacted rights holders**, and use of *pilot cases**.

Part 3 also covers specific procedures and outcomes for *remedy**, including for the selection and location of *remedy** sites, the extent of *remedy**, the *longevity** and *additionality** of *remedy**, the roles of *conservation** and *restoration**, the long-term *protection** of portions of environmental *remedy** areas, responses to *priority social harm**, *priority activities** to implement Remedy Plans, and access to *remedy** sites that would otherwise be outside *The Organization** or *corporate group's** control. Additional environmental and social outcomes for *remedy** are specified for cases of *unacceptable activities**.

15. Dialogue process for the *remedy of harm**

Core requirements

- 15.1. The *Organization** or the *corporate group** shall engage in dialogue and agree on *remedy** activities with *impacted rights holders**.
- 15.2. The *Organization** or the *corporate group** shall make *remedy process agreements** with *impacted rights holders**.

Additional requirements

- 15.3. *Remedy of harm** dialogue systems shall be established by the *corporate group**, with the participation of *impacted rights holders** and *affected stakeholders**, and shall include:
 - a. The formation of a *Core Dialogue Group**, for each *impact area** requiring *remedy of harm**, that includes:
 - i. Representatives of the *corporate group**, in numbers that do not exceed 25 per cent of the *Core Dialogue Group**;
 - ii. Legitimate representatives that reflect the diversity of *impacted rights holders**;
 - iii. *Trusted advisors** who provide support and advice to *impacted rights holders**, who are included with the specific written consent of the *impacted rights holders**; and
 - iv. Provision to include *interested stakeholders** and *independent experts** where they represent expertise in environmental issues that is not otherwise present in the *Core Dialogue Group**, and there is the specific written consent of *impacted rights holders**.
 - b. *Stakeholder** identification mapping of all groups, actors, agencies and others that have either influence, *rights**, interest, or all of these in relation to the situation requiring *remedy** (see also 8.2);
 - c. Procedures for reaching *remedy process agreements** with *impacted rights holders**;
 - d. *Consultation** processes with *affected stakeholders**;
 - e. Culturally appropriate communication with *affected stakeholders**; to inform them of the *corporate group*'s* commitment to *respect** *rights** and to *remedy** *harm**;
 - f. Monitoring on the progress of implementation of *remedy of harm** processes with public summaries published annually; and
 - g. Provisions allowing *independent observers** to participate in monitoring of implementation of processes and agreements for *remedy of harm**.
- 15.4. The *Core Dialogue Group** meetings and dialogue processes with *impacted rights holders** to agree on the *remedy of harm** shall include the following elements, resources and approaches:
 - a. Constructive engagement practices that involve participatory approaches to hold dialogue;
 - b. *Restorative practices** to find appropriate *remedy**, with specific details of the approach taken determined on a case-by-case basis (see also and apply 3.3);
 - c. *Resourced access** to *independent advisors** and other support;
 - d. Locations and physical spaces where meetings take place, including timings agreed by all participants;
 - e. Consultation of *impacted rights holders** across the spectrum of diversity in the community to ensure a balance of opinions is heard; and
 - f. Active application of approaches to redress power imbalances.
- 15.5. The *Core Dialogue Group** shall discuss:
 - a. The *remedy** process:
 - i. A *Core Dialogue Group** process agreement shall be made, including delineation of roles, responsibilities, and decision-making;

- ii. A generic *remedy process agreement** may be developed and used by *impacted rights holders** in their respective cases;
- b. *Harm** suffered (see sections 10 and 11);
- c. Activities and actions to *remedy** the identified *harm** (see section 17); and
- d. Monitoring results and implementation of the Remedy Plan.

16. Pilot cases

Additional requirements

- 16.1. The *corporate group** shall choose and implement pilot cases for *remedy of harm** if *unacceptable activities** have taken place in more than one site.
 - a. Pilot cases shall be chosen in dialogue with *impacted rights holders**, and in *consultation** with *interested stakeholders** and *independent experts** from priority cases (see section 13) involving both *salient human rights issues** and *salient environmental issues**
 - b. There shall be an overall balance of types and situations of *harm** in pilot cases including both environmental and social issues.
- 16.2. *Remedy of harm** dialogue processes (see section 15) shall be followed in the pilot cases and *remedy process agreements** shall be reached with *impacted rights holders**.
- 16.3. A Concept Note (see section 22) and Remedy Plan (see section 24) shall be developed.
- 16.4. At monitoring and audit points *impacted rights holders** - and in the case of environmental *remedy**, *interested stakeholders** - shall be satisfied with the progress made towards signed agreements for *remedy of harm**.
- 16.5. Specific and time-bound agreements for *remedy of harm** shall be reached and signed with *impacted rights holders** and, where relevant, with *conservation and restoration partners**.
- 16.6. Public summaries of monitoring reports shall be published annually, including progress on the assessment and *remedy of harm** of the pilot cases.
- 16.7. Methodologies for the assessment and *remedy of harm** and related procedures including but not limited to: 7.5, 4.3, 5.3, 9.4, and 15 shall be reviewed, revised if needed, and in place, following experience from the completion of pilot cases.

17. Determination of *remedy** action and site selection

Core requirements

- 17.1. *The Organization** or the *corporate group** shall begin the process of developing one or more Remedy Plan(s) to address the *harm** identified by the Baseline Assessments and summarized in the Harm Analysis Report (see section 13.2), following the requirements for dialogue processes (see section 15) and receiving input from:
 - a. For *conversion**: *Affected stakeholders** and environmental experts;
 - b. For *unacceptable activities**: *Affected stakeholders** and *independent** environmental and social experts.
- 17.2. The Remedy Plan shall determine:
 - a. The proposed *remedy** actions for *environmental harm** and *social harm** and their objectives; and
 - b. The sites in which it is required to *remedy** the *environmental harm** and *social harm** caused by or associated with the *conversion** or *unacceptable activities**.

- 17.3. The goal of the *remedy** processes and actions shall be to maximize the outcomes of *conservation**, *restoration** and social *remedy** activities undertaken by *The Organization** or the *corporate group**.
- 17.4. The following principles shall be applied to the choice of *remedy** action and selection of *remedy** sites. The *remedy** action shall:
- a. Prioritize, in consecutive order, areas that are either:
 - i. The actual sites of *conversion** or *unacceptable activities**;
 - ii. Within the *impact area**;
 - iii. Adjacent to the *impact area**; or
 - iv. Within the *landscape** where the *conversion** or *unacceptable activities** occurred, or within the province or country where the *conversion** or *unacceptable activities** occurred;
 - b. Meet the definitions of *longevity** and *additionality** in relation to existing *conservation** and *restoration** requirements and socially focused projects and activities;
 - c. Consider the availability of financial resources when determining timeframes for *remedy** action;
 - d. For *The Organization** directly or indirectly involved* in *conversion**:
 - i. For environmental *remedy**: Be *proportionate** to the size of the converted area and *equivalent** to the nature of any *environmental harm** caused by the *conversion**.
 - ii. For social *remedy**: Be *equivalent** to all *social harm** in the *impact area** caused by the *conversion**.
 - e. For *The Organization** not involved in *conversion**, but that has acquired a *management unit** where *conversion** has taken place:
 - i. For environmental *remedy**: Be provided for 20 per cent of the size of the converted area and *equivalent** to the nature of *environmental harm** caused by the *conversion**.
 - ii. For social *remedy**: Be *equivalent** to the *priority social harm** (see section 13) in the *impact area** caused by the *conversion**.
 - f. For the *corporate group**:
 - i. For environmental *remedy**: Be *proportionate** to the size of the *impact area** and *equivalent** to the nature of any *environmental harm** caused by the *unacceptable activities**.
 - ii. For social *remedy**: Be *equivalent** to all *social harm** in the *impact area** caused by the *unacceptable activities**.
- 17.5. Where the *remedy** actions are planned outside the *impact area**; *consultation** shall be conducted with *affected stakeholders** in the area where proposed *remedy** actions are planned.

Additional requirements

- 17.6. Through the *remedy** dialogue process (see section 15), specific time-bound *remedy** activities shall be formally agreed with *impacted rights holders**.
- 17.7. The *corporate group** shall seek to address the root causes of *harm**, either through the *remedy** activities or changes in practice.

18. Approach to *remedy** action and site selection – environmental *remedy**

Core requirements

- 18.1. Environmental *remedy** shall consist of *restoration** and/or *conservation**.
- 18.2. *Remedy** sites and activities shall be chosen on the basis of likelihood of *restoration** and/or *conservation** success.
- 18.3. The focus of the *remedy** action shall be on maximizing *restoration** and/or *conservation** outcomes. When evaluating how to maximize environmental *remedy** outcomes, *the Organization** or the *corporate group** shall justify the site selection and the choice of a project and/or activity in relation to other options available. Justifications may include an increased *scale** of a project and impact of *remedy** actions related to the extent of any *harm** caused; focus on more critical *habitats**, *ecosystems** and species; or a focus on *priority activities** (see section 20).
- 18.4. *The Organization** or the *corporate group** shall demonstrate that environmental *remedy** is *proportionate** and *equivalent** as required by 17.4 by:
 - a. Identifying and documenting the forest type/s and area per forest type that were *harmed** by the *conversion** or *unacceptable activities** (i.e., the *ecosystems** or *habitats** that were lost and should be restored or conserved); and
 - b. Documenting best practice methods for *remedy** action that will be used to restore and/or conserve similar forest type/s and *proportionate** areas to those that were *harmed** due to *conversion** or *unacceptable activities**.
- 18.5. For *conversion**:
 - a. If *The Organization** was *directly* or *indirectly involved** in *conversion** it shall reserve part of the remedied land as *protection** area. The *protection** area shall equal at least 20 per cent of the size of the converted area.
 - b. If *The Organization** was not involved in *conversion**, but has acquired lands affected by *conversion**, it shall reserve the remedied land (20 per cent of the size of the converted area) as *protection** area.
 - c. The 20 per cent of land reserved as *protection** area shall be in addition to the *conservation area network** required by FSC-STD-60-004 International Generic Indicators (indicator 6.5.5).

Additional requirements

- 18.6. The *corporate group** shall demonstrate that environmental *remedy** is *proportionate** and *equivalent** by meeting requirement 18.3 and identifying and documenting any environmental *High Conservation Values** *harmed** that require specific consideration for *remedy**.

19. Approach to *remedy** action and site selection – social *remedy**

Core requirements

- 19.1. For *The Organization** *directly* or *indirectly involved** in *conversion** or the *corporate group**, social *remedy** shall consist of actions to both *remedy** *priority social harm** and all other *social harm** associated with the *conversion** or *unacceptable activities**.
- 19.2. For *The Organization* not *involved** in *conversion**, but that has acquired lands affected by *conversion**, the social *remedy** shall consist of actions to *remedy** *priority social harm**.
- 19.3. *The Organization** or the *corporate group** shall demonstrate that social *remedy** is *equivalent** (as required by 17.4a) by documenting best practice methods and the *remedy** choice in the context of inputs received as set out in 17.1.

19.4. *Impacted rights holders** shall agree that the social *remedy** is *equivalent**.

Additional requirements

19.5. The *corporate group** shall demonstrate that social *remedy** is *equivalent** by identifying any social or socially important *High Conservation Values** lost that would require specific consideration to *remedy** any values lost.

20. Setting *thresholds** and *priority activities**

Core requirements

20.1. The *Organization** or the *corporate group** shall identify *priority activities** following the requirements for dialogue processes (see section 15):

a. For *conversion**: *Priority activities** shall be identified in *consultation** with *impacted rights holders** and environmental experts and shall be completed as part of the *Initial Implementation Threshold**.

i. The *Initial Environmental Remedy Threshold** (See Box 4) shall include:

- i) Implementation of *priority activities**;
- ii) *Restoration** and/or *conservation** of *ecosystem attributes** to the point where native recovery potential to *natural forest** is ecologically viable as per *ecosystem attributes**; and
- iii) Where a selected *natural forest** area is conserved, the *conservation** outcomes should be *equivalent** or better than the converted area condition at the time of *conversion**.

ii. The *Initial Social Remedy Threshold** (See Box 5) shall include:

- i) *Remedy** of *social harm** being implemented with a *remedy process agreement** in place; and
- ii) Completion of *priority activities**.

b. For *unacceptable activities**: *Priority activities** shall be identified in *consultation** with *impacted rights holders** and environmental and social experts and shall be completed as part of the *Association Threshold**.

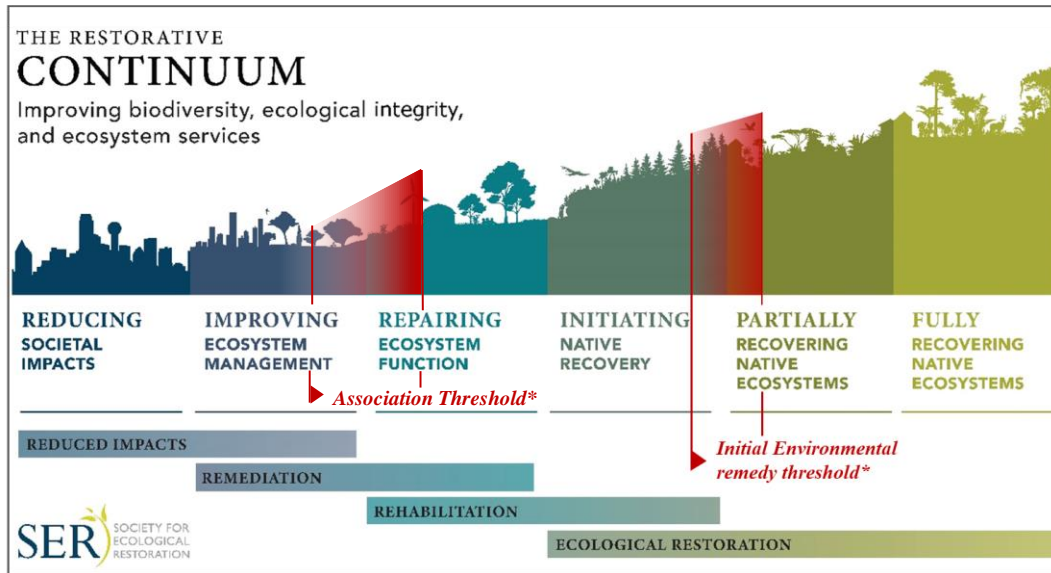
i. The *Association Threshold** for *environmental harm** (See Box 4) shall include completion of the *priority activities** from the Remedy Plan to address *environmental harm**.

ii. The *Association Threshold** for *social harm** (See Box 5) shall include completion of the *priority activities** from the Remedy Plan to address *priority social harm**.

20.2. The *priority activities** shall, at a minimum, reduce ongoing *social harm** and demonstrate *ecosystem** management and *conservation** and shall include *remedy** of:

- a. *Priority social harm**; and
- b. *Environmental harm**, aimed at halting further environmental damage associated with the *conversion** or *unacceptable activities**.

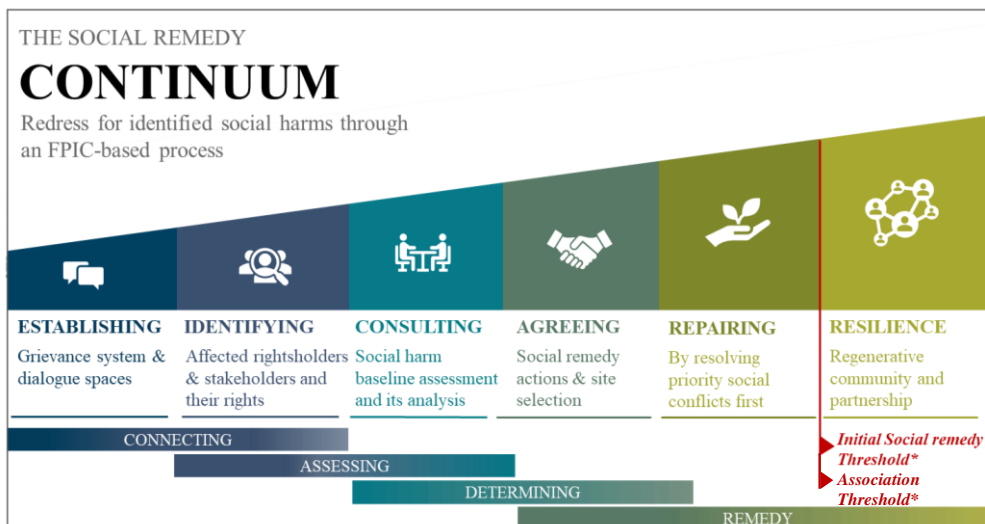
Box 4-This figure shows a pictorial representation of the environmental *remedy** continuum for restoration indicating the stage at which it may be possible to consider that the *association threshold** and *Initial Environmental Remedy Threshold** of the Remedy Plan is achieved. This model depicts the phases that need to be completed as part of a *remedy** process, but is not representative of the timelines required to achieve each step. This diagram also does not depict thresholds for conservation of forests as part of *remedy**, where conservation is a part of the *remedy** process. Source: SER International Standards (Gann et al., 2019)



The SER logo is a registered trademark of SER. The SER restorative continuum is the intellectual property of SER and protected by copyright. SER, 1630 Connecticut Ave NW, Suite 300, Washington, D.C. 20009 USA.

Box 5-Shows a pictorial representation of the social *remedy** continuum (inspired by SER’s restorative continuum) indicating the stage at which it may be possible to consider that the *initial social remedy threshold** and *association threshold** of the Remedy Plan is achieved.

Timeframes and action required cannot be compared as the actual activities and objectives are not the same. Actual achievement of the threshold would be based on case-by-case agreements with varying communities depending on how they were affected.

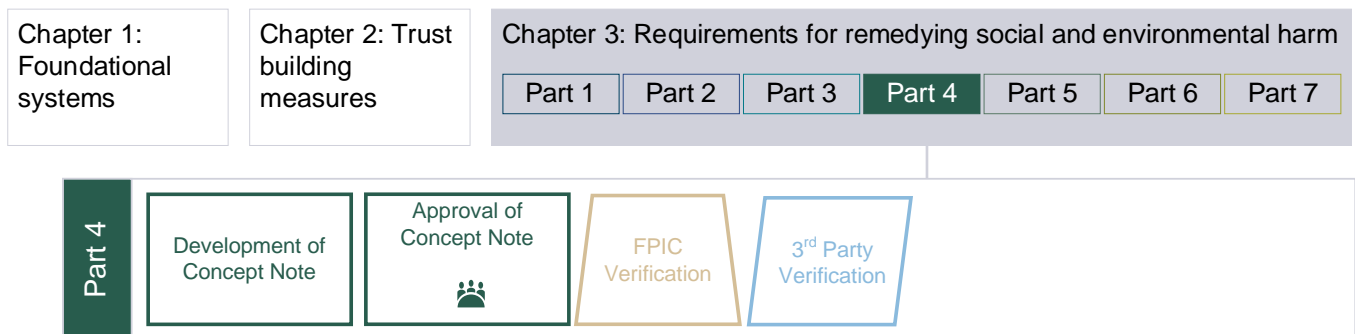


21. Terms and conditions for securing sites

Core requirements

- 21.1. Where the *remedy** sites are not under the *managerial control** of *The Organization** or the *corporate group**, *The Organization** or the *corporate group** shall have written long-term contracts with the entity with *tenure** to the land or with *conservation and/or restoration partners** undertaking the *conservation** and/or *restoration** project. As a minimum these contracts shall secure the *longevity** of the *remedy**, and access to the land by individuals and/or groups as may be needed as part of the formal process of verification of conformity with the Remedy Plan and *FSC Remedy Framework*.
- 21.2. *The Organization** or *corporate group** may aggregate its *remedy** with other *organizations** or *corporate groups** to maximize *remedy** outcomes. *The Organization** or *corporate group** shall demonstrate that it meets the *proportionate** (when required by 17.4) and *equivalent** requirements of the *FSC Remedy Framework* for the *harm** caused by *conversion** and *unacceptable activities**.

Part 4: Concept Note for the Remedy Plan



Part 4 describes the process of development and approval of the Concept Note to ensure the proposed activities are in line with the requirements of the *Policy for the Association of Organizations with FSC*, the *Policy to Address Conversion* and the *FSC Remedy Framework*. During the Concept Note process, the planned *remedy** actions will be reviewed, enabling all parties to determine the practicality and appropriateness of those proposed activities, with the intention of strengthening the proposed projects' likelihood of success.

22. Development of the Concept Note

Core requirements

- 22.1. *The Organization** or the *corporate group** shall develop a Concept Note(s) that briefly describes the proposed action(s) to be taken to *remedy** the *harm** outlined in the Harm Analysis Report.
- 22.2. The Concept Note(s) shall include, but is not limited to:
- A summary of the proposed actions to *remedy** the *harm** outlined in the Harm Analysis Report, based on the outcome of the work undertaken in Part 3 of the *FSC Remedy Framework*. The summary shall include:
 - Proposed *remedy** actions and their justification;
 - Proposed *remedy** sites and their justification; and
 - Proposed *priority activities** to be completed as part of the *Initial Implementation Threshold** or *Association Threshold**;

- b. An evaluation of available resources (financial, environmental, and human) to ensure the feasibility of the proposed *remedy** actions;
- c. Proposed timelines to achieve:
 - i. Completion of the *priority activities**;
 - ii. The *Initial Implementation Threshold**, including the *Initial Social Remedy Threshold** and the *Initial Environmental Remedy Threshold** or the *Association Threshold**; and
 - iii. Initiation of a process to *remedy** all *social harm** when required by the *FSC Remedy Framework*.
- d. A description of the planned process to monitor progress against key objectives, including the proposed *Initial Implementation Threshold** or *Association Threshold**, of the Remedy Plan; and
- e. The estimated full implementation time of *remedy** action from a broad delivery framework perspective. This shall include short-, medium- and long-term goals for the Remedy Plan.

22.3. The Concept Note(s) shall include the respective *remedy process agreements**.

NOTE: At the Concept Note stage it is not necessary to detail measurable monitoring against key objectives, this should be covered in detail in the completed Remedy Plan (see Part 5: Development of the Remedy Plan).

23. Approval of the Concept Note

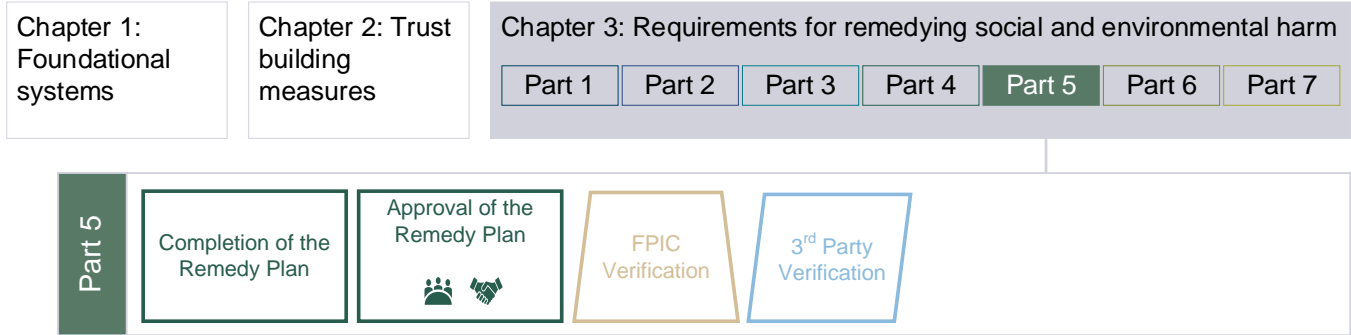
Core requirements

- 23.1. *The Organization** or the *corporate group** shall submit the Concept Note and the associated Baseline Assessment Reports and Harm Analysis Report to a *Third Party Verifier** for evaluation and approval to continue to develop the Remedy Plan (See Annex 1: Third Party Verification Checklist).
- 23.2. The *Third Party Verifier** shall review the Concept Note and assess the information provided, evaluating the proposal to ensure it will maximize *conservation** and *remedy** outcomes.
- 23.3. The *Third Party Verifier** shall verify that *FPIC**-based processes have been properly implemented with *affected rights holders** during the development of the Concept Note and recommend actions for correction, if applicable, before the *remedy** process can continue
- 23.4. The *Third Party Verifier** shall consult with *impacted rights holders** to confirm that the Concept Note's proposed *remedies** are acceptable to them.
- 23.5. Where the *Third Party Verifier** deems there are deficits in the Concept Note, it shall issue non-conformities highlighting details of deficits and request that the Concept Note is revised to provide the required information prior to permitting the development of the final Remedy Plan.
- 23.6. *The Organization** or the *corporate group** shall make the approved Concept Note, excluding *confidential information**, *publicly available**, free of charge.

Additional requirements

- 23.7. The *Third Party Verifier** shall confirm the scope of the *corporate group** and consider this information when evaluating the Harm Analysis Report.
- 23.8. The *corporate group** shall submit the Concept Note to the relevant *Core Dialogue Group** for feedback prior to its submission to the *Third Party Verifier**.

Part 5: Development of the Remedy Plan



Part 5 specifies requirements for the completion of the Remedy Plan, including: incorporation of the content and learning from Concept Note; demonstration of how *remedy** will achieve required outcomes; inclusion of goals, objectives, milestones, timelines, and measurable indicators for the Plans' implementation; *consultation** with *stakeholders**; agreements with *impacted rights holders**; *Third Party Verifiers**' evaluation of the Plans; and for cases of *unacceptable activities**, *consultation** with *independent experts** and *Core Dialogue Groups**. Part 5 also covers the amendment of Remedy Plans over time.

24. Completion of the Remedy Plan

- 24.1. *The Organization** or the *corporate group** shall complete the Remedy Plan building on the information in the approved Concept Note and referring back to the Harm Analysis Report and the Baseline Assessments. The Remedy Plan shall detail the conclusions of the work undertaken in Part 3 of the *FSC Remedy Framework* and show how the *harm** caused by the *conversion** and/or *unacceptable activities** shall be remedied by the planned actions.
- 24.2. The information set out in the Concept Note shall be incorporated into the Remedy Plan. The additional required information in the Remedy Plan shall include:
- Milestones for the *priority activities** that result in the achievement of the *Initial Implementation Threshold** or *Association Threshold**;
 - Timeframes and milestones for the completion of all other *remedy** actions;
 - Documentation of how the activities selected for *remedy** shall:
 - Be *equivalent** and *proportionate** (when required as in 17.4);
 - Demonstrate *longevity** and *additionality** (see 17.4);
 - Be protected from a reversal of the *remedy** gains achieved, including protecting projects from anthropogenic and illegal activities, raising local community awareness of the projects and the need to preserve them; and
 - Meet the requirements of 17.4, 18.3, 18.4, and 21.1;
 - A more detailed evaluation of the resources (financial, environmental, and human) needed, to ensure the feasibility of the *remedy** actions, that includes short-, medium- and long-term perspectives (see 22.2b);
 - The development of environmental *remedy** goals, objectives and targets based on the identified environmental *remedy** actions (see 17.2a), *ecosystem attributes**, and the *reference models** for *restoration** and/or *conservation**;
 - The development of social *remedy** goals, objectives, and targets for the identified social *remedy** actions (see 17.2a);
 - The setting of measurable indicators (see Annex 3: Sample Indicators for Core Requirements) for monitoring the implementation of the Remedy Plan over time. The indicators shall allow for the expected recovery/*remedy** trajectory to be monitored and

show whether the Remedy Plan is achievable within the timelines. The set of indicators shall include:

- i. Indicators for the area and properties of *ecosystem attributes** or social values that are planned to be restored and/or conserved;
 - ii. For *conversion**: Indicators for the achievement of the *Initial Social Remedy Threshold** and the *Initial Environmental Remedy Threshold**;
 - iii. For *unacceptable activities**: Indicators for the achievement of the *Association Threshold**;
 - iv. Indicators on engagement with *interested stakeholders** and outcomes of this engagement;
 - v. One or more indicators for each *remedy** action; and
 - vi. Milestones to be achieved and verified by monitoring at a defined frequency;
- h. Referenced and justified best practice guidelines that were used in establishing the Remedy Plan (see 18.4 and 19.3); and
- i. Spatial mapping of existing *land uses**, the *remedy** area and the planned *priority activities**.
- 24.3. At least one *remedy** objective shall be set for each *remedy** action (see 17.2a). The aggregate measurable objectives shall be stated in the Remedy Plan and shall be used to determine progress and completion of the Remedy Plan.
- 24.4. The Remedy Plan shall be consulted with *affected stakeholders**, with the input of *interested stakeholders** and experts also considered, prior to submission of the Remedy Plan to the *Third Party Verifier**.
- 24.5. *The Organization** or *corporate group** shall enter into specific and time-bound agreements with *impacted rights holders** for the activities proposed for the *remedy of harm** in the Remedy Plan.
- 24.6. *The Organization** or the *corporate group** shall submit the completed Remedy Plan to the *Third Party Verifier** for evaluation.

Additional requirements

- 24.7. The *corporate group** shall further develop the Remedy Plan through *remedy** dialogue processes (see section 15) and with any *conservation and restoration partners**, for all *remedy** areas.
- 24.8. The *corporate group** shall consult with *independent experts**, *interested stakeholders** and *affected stakeholders**, including the public, on the near complete Remedy Plan and, where needed, shall revise it as a result of the *consultation**.
- 24.9. Prior to submission to the *Third Party Verifier**, the Remedy Plan shall be submitted to the relevant *Core Dialogue Group** and then, if needed, revised to address the *Core Dialogue Group's** feedback.

25. Approval of the Remedy Plan

Core requirements

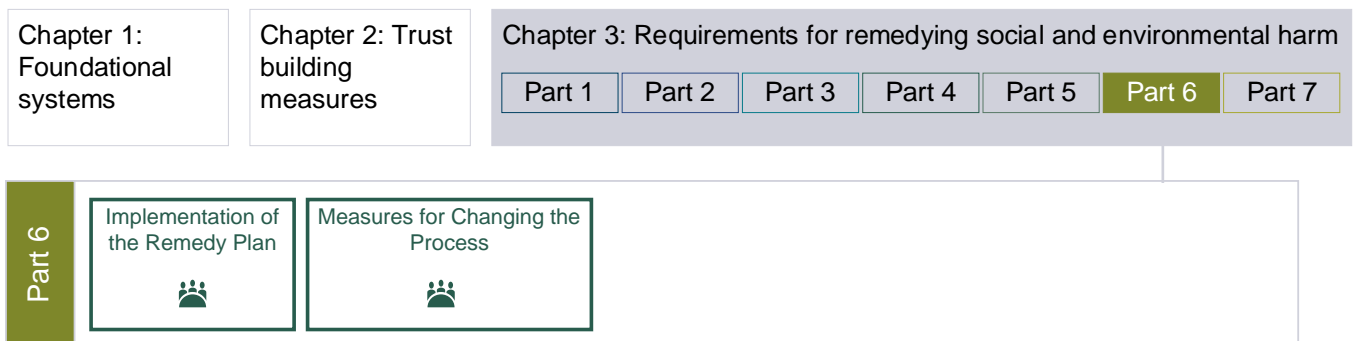
- 25.1. The *Third Party Verifier** shall evaluate the Remedy Plan and its elements to determine the potential to achieve the targets, goals and objectives.
- 25.2. The *Third Party Verifier** shall submit the Remedy Plan for *peer review** by environmental and/or social experts.
- 25.3. The *Third Party Verifier** shall verify that *FPIC**-based processes have been properly implemented with *affected rights holders** and recommend actions for correction, if applicable, during the completion of the Remedy Plan before the *remedy** process can continue.

- 25.4. The *Third Party Verifier** shall consult with *impacted rights holders** and *affected rights holders** to confirm that the Remedy Plan is acceptable to them.
- 25.5. The *Third Party Verifier** shall consider the results of the *consultation** with *affected stakeholders** and *interested stakeholders** (see 24.4 and 24.9).
- 25.6. The *Third Party Verifier** shall issue non-conformities when the Remedy Plan does not demonstrate how it will achieve its targets, goals and objectives and/or address concerns and issues raised in *peer review** or by *affected rights holders**.
- 25.7. *The Organization** or *corporate group** shall address non-conformities before the Remedy Plan can be re-submitted for further evaluation.
- 25.8. Once the Remedy Plan has been approved by the *Third Party Verifier**, *The Organization** or the *corporate group** shall make a summary of all elements of the Remedy Plan, excluding *confidential information**, *publicly available** upon request, free of charge.
- 25.9. Where *The Organization** or *corporate group** makes changes to the Remedy Plan prior to its full implementation, changes shall be submitted to the *Third Party Verifier** for review and verification prior to implementing these changes.
- 25.10. Changes that materially affect agreements with *impacted rights holders** (see 24.5) shall be agreed to by those *impacted rights holders**.

Additional Requirements

- 25.11. The *Third Party Verifier** shall consider the *Core Dialogue Group*'s* feedback on the Remedy Plan (see 24.9).

Part 6: Implementation of the Remedy Plan



Part 6 outlines requirements for implementing the Remedy Plan, including engagement with *impacted rights holders** and *affected stakeholders**.

For cases of *unacceptable activities**, additional requirements include third party verification of implementation procedures and adaptive management of the Remedy Plan over time.

26. Implementation of the Remedy Plan

Core requirements

- 26.1. *The Organization** or *corporate group** shall implement the Remedy Plan.
- 26.2. During the implementation of the Remedy Plan, *The Organization** or the *corporate group** shall continue engaging with *affected stakeholders** and *impacted rights holders** and experts to ensure that the process is implemented in a demonstrably transparent way.

Additional requirements

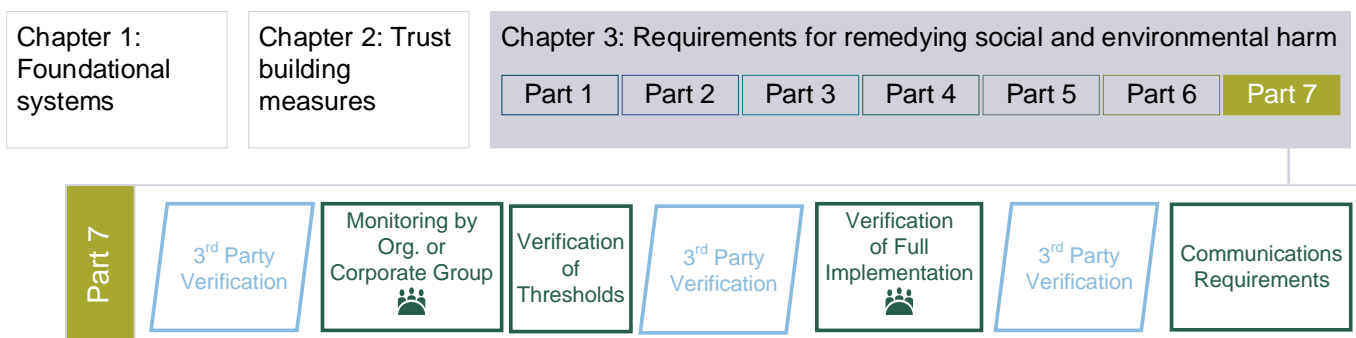
- 26.3. The *corporate group** shall review new information, monitoring results, and feedback from *impacted rights holders**, *affected stakeholders** and experts. Where necessary, to ensure its outcomes and procedures are met, the *corporate group** shall revise the Remedy Plan, submit the revisions to the relevant *Core Dialogue Group** and make further revisions if needed, and then submit the revisions to the *Third Party Verifier** for approval.
- 26.4. The *corporate group** shall have policies and procedures to implement the Remedy Plan which are assessed by the *Third Party Verifier**.

27. Stopping, suspending or terminating the FSC Remedy Framework

Core requirements

- 27.1. Where *The Organization** or *corporate group** stops or terminates the implementation of the Remedy Plan and later applies to resume the process, the *Third Party Verifier** shall evaluate the implementation status of the Remedy Plan.
- 27.2. FSC has the right to suspend and terminate the *FSC Remedy Framework* or the resulting Remedy Plan according to the terms and conditions of the agreement between *The Organization** or *corporate group** and FSC.
- 27.3. Where the Remedy Plan has been stopped or suspended and the *Third Party Verifier** determines that *The Organization** or *corporate group** is again conforming with the Remedy Plan, it may re-start the process where it was stopped. Such a decision requires dialogue with the *impacted rights holders** and *affected rights holders** with informed consent according to *FPIC**.
- 27.4. When the *Third Party Verifier** determines that *The Organization** or *corporate group** is no longer conforming with the Remedy Plan, the *remedy** process shall re-start at the stage of re-submitting the Concept Note to address the changes that have occurred, including those that may have occurred during the time when the *remedy** process was stopped or suspended.
- 27.5. In the event of *demonstrated** and verified *force majeure**, the *remedy** actions shall be re-initiated to address the goals and objectives of the Remedy Plan and be evaluated by the *Third Party Verifier**.

Part 7: Monitoring, reporting, transparency, and demonstration of progress



Part 7 specifies requirements for monitoring, reporting, and communicating on Remedy Plan implementation, including:

- Third party verification throughout the *remedy** process;
- Use of Remedy Progress Website to communicate the status of *remedy** and prevent misunderstandings;
- Confirmation of implementation progress with *impacted rights holders**;
- Third party verification of when implementation has reached *thresholds** sufficient for certification assessments or *association** decisions; and
- Continued monitoring, verification and reporting until Remedy Plans are fully implemented.

For cases of *unacceptable activities**, requirements also cover *independent** monitoring, public reporting of progress with Policy for Association conformity, and *consultation** with *Core Dialogue Groups**.

28. Monitoring by the *Third Party Verifier**

Core requirements

28.1. The *Third Party Verifier** shall verify the elements found in Annex 1: Third Party Verification Checklist at the relevant stages of the process to ensure the objectives of the *FSC Remedy Framework* are achieved and the proper process is followed.

29. Monitoring by *The Organization** or *Corporate Group**

Core requirements

29.1. *The Organization** or the *corporate group** shall consult *impacted rights holders** to monitor their satisfaction with progress towards signed agreements for *remedy of harm** and, after the agreements have been signed, with the implementation of *remedy of harm**.

29.2. *The Organization** or the *corporate group** shall assess and monitor the implementation of *remedy** against the indicators in the Remedy Plan until *remedy** has been completed.

29.3. *The Organization** or the *corporate group** shall record the results of monitoring it undertakes, or commissions, in reports that shall be made available to the *Third Party Verifier**.

Additional requirements

29.4. The *corporate group** shall make its monitoring reports available to the *Core Dialogue Group**.

29.5. *Independent** monitoring of Policy for Association conformity shall be undertaken. Public summaries of monitoring results shall be published annually and full reports made available to the *Third Party Verifier**. (See Annex 4: Indicators for evaluating Conformity with the *Policy for the Association of Organizations with FSC*).

29.6. The *corporate group** shall make *publicly available** annual summaries of its progress towards developing the Remedy Plan and implementing *remedy of harm**.

29.7. An *independent** participatory evaluation of *interested stakeholder** engagement processes and of *Core Dialogue Group** members' satisfaction with *remedy** outcomes shall be undertaken.

30. Verification of the *Initial Implementation Threshold** or the *Association Threshold**

Core requirements

30.1. *The Organization** or the *corporate group** shall request verification by the *Third Party Verifier** when it concludes that it has met the *Initial Implementation Threshold** or *Association Threshold**, as described in the Remedy Plan(s). Consideration shall be given to relevant

indicators (see 24.2g) and results of monitoring of *impacted rights holder** satisfaction (see 29.1).

- 30.2. Where the *Third Party Verifier** determines that *The Organization** or *corporate group** has not met the *Initial Implementation Threshold** or the *Association Threshold**, the *Third Party Verifier** shall document these non-conformities, detail the deficits and monitor closure of these non-conformities.
- 30.3. *The Organization** or *corporate group** shall address non-conformities to the satisfaction of the *Third Party Verifier**, prior to the *Third Party Verifier** confirming they meet the *Initial Implementation Threshold** or the *Association Threshold**.
- 30.4. The *Third Party Verifier** shall submit reports on the findings of the verification to FSC when *The Organization** or *corporate group** has met the *Initial Implementation Threshold** or the *Association Threshold**.
- 30.5. The *Organization** may proceed to pursue FSC certification after the verification of the *Initial Implementation Threshold**. (Annex 5: Requirements for Certification Bodies)
- 30.6. The FSC Dispute Resolution System may be used by *stakeholders** or other parties if they disagree with the findings or decisions of the *Third Party Verifier**.

Additional requirements

- 30.7. Prior to *association** or *ending disassociation** the *corporate group** shall develop and maintain updated working methodologies for assessment and *remedy of harm**, and dialogue processes in place, following experience from implementation of pilot cases and the Remedy Plan.
- 30.8. The *Third Party Verifier** shall verify the following items and include them in the report of verification findings (see 30.4):
 - a. Methodologies for assessment and *remedy of harm** and dialogue processes (see 30.7).
 - b. Conformity with Chapter 1 and Chapter 2 of the FSC-PRO-01-004 *FSC Remedy Framework*. After receipt of the reports confirming that the *Association Threshold** and other relevant requirements have been met, a decision to permit *association** or to *end disassociation** of the *corporate group** shall be taken according to FSC-PRO-01-009 *Processing FSC Policy for Association Complaints Procedure*.

31. Monitoring after the achievement of the *Initial Implementation Threshold or the *Association Threshold****

Core requirements

- 31.1. Where non-conformities with regards to the implementation of the Remedy Plan are detected, they shall be addressed according to Section 2.7 and Subsection "Audit results" 4.3.11 to 4.3.20 of FSC-STD-20-001 *General Requirements for FSC Accredited Certification Bodies*.
 - a. Failure to correct non-conformities shall result in suspension or withdrawal, as per the above standard, of:
 - i. For *conversion**: *The Organization**'s FSC forest management certificate of the *Management Unit**
 - ii. For *unacceptable activities**: FSC forest management certificate(s) or other FSC certificate(s) of organization(s) within the *corporate group**
 - b. If *The Organization** or an organization within the *corporate group** has not achieved FSC forest management certification or other FSC certification: failure to correct non-conformities may result in suspension of the *remedy process**.
 - c. If the *corporate group** fails to correct non-conformities it may result in *disassociation** from FSC according to FSC-PRO-01-009 *Processing FSC Policy for Association Complaints*.

- 31.2. When non-conformities have been detected, the *Third Party Verifier** shall submit a report to FSC that outlines the findings. Summaries of this report shall be made *publicly available** on the *FSC Remedy Framework Website**.
- 31.3. *The Organization** or the *corporate group** shall continue monitoring after the *Initial Implementation Threshold** or the *Association Threshold** has been achieved and until full implementation of the Remedy Plan(s) has been achieved.
- 31.4. Annual monitoring of *The Organization** or the *corporate group** by the *Third Party Verifier** shall continue until full implementation of the Remedy Plan is verified, with input from:
- For *conversion**: *Impacted rights holders**, *affected stakeholders** and experts
 - For *unacceptable activities**: *Core Dialogue Group(s)**, *impacted rights holders**, *affected stakeholders**, and experts.

32. Verification of the full implementation of the FSC Remedy Framework

Core requirements

- 32.1. *The Organization** or the *corporate group** shall request verification by the *Third Party Verifier** when it concludes that it has achieved the full implementation of the Remedy Plan.
- 32.2. The *Third Party Verifier** shall provide a report to FSC confirming completion of *the FSC Remedy Framework* by *The Organization** or the *corporate group**

Additional requirements

- 32.3. The *Core Dialogue Group(s)** shall agree that the outcomes of the full implementation of the Remedy Plan are met.
- 32.4. The *Third Party Verifier** shall carry out a participatory appraisal involving *impacted rights holders** and *Core Dialogue Group(s)** to assess whether the Remedy Plan has been sufficiently implemented to address the *harm** caused. The appraisal results shall be included in the *Third Party Verifier** report (see 32.2).

33. *The Organization** or *corporate group's** communication channels, materials and websites

Core requirements

- 33.1. Any communications materials or website related to *The Organization** or the *corporate group** that refers to the FSC *remedy process** shall include a prominent direct link to the specific FSC Remedy Progress Website page for *The Organization** or the *corporate group**.

Additional requirements

- 33.2. *The corporate group** shall establish culturally appropriate systems for the region and *interested stakeholders** in question, that allow access to information required to be made *publicly available**, in addition to the provision of online information.

34. The FSC Remedy Progress Website

Core requirements

- 34.1. The *Third Party Verifier** shall establish and maintain an FSC Remedy Progress Website that:
- Prominently indicates that the *remedy** process does not constitute FSC certification or *association**; and
 - Links to information summarizing the progress and outcomes that must be attained before certification or *association** decisions may be initiated.

- 34.2. *The Organization** or the *corporate group** shall provide to the *Third Party Verifier** for publication on the FSC Remedy Progress Website:
- a. A link to directly access the *grievance mechanism**;
 - b. *FPIC** policies and procedures; and
 - c. All information required to be made *publicly available**, including:
 - i. Anti-corruption and anti-bribery commitment and measures;
 - ii. The approved Concept Note, excluding *confidential information**;
 - iii. Summary of all elements and components of the Remedy Plan, excluding *confidential information**;
 - iv. Summary of the *Third Party Verifier** monitoring reports; and
 - v. *Third Party Verifier** findings in the case that *The Organization** or the *corporate group** has not achieved *association** or certification.
- 34.3. *The Organization** or *corporate group** shall prominently feature a link to the FSC Remedy Progress Website in any communications materials or websites related by *The Organization** or the *corporate group** that reference the *remedy** process.

Additional requirements

- 34.4. The *corporate group** shall provide the *Third Party Verifier** the following for publication on the FSC Remedy Progress Website:
- a. Summary descriptions of *Core Dialogue Groups**;
 - b. Map methodology summaries and maps (see section 7);
 - c. A summary of the total area (including types of *habitat**) that needs to be *remedied** through *restoration** and *conservation**; and
 - d. All public summaries and other information required to be made *publicly available** as listed in additional requirements (see 16.6):
 - i. *Independent** monitoring of Policy for Association conformity (see section 29.5);
 - ii. Annual summaries of its progress towards developing Remedy Plan(s) and implementing *remedy of harm** (see 16.6 and section 29).

VERBAL FORMS FOR THE EXPRESSION OF PROVISIONS

[Adapted from ISO/IEC Directives Part 2: Rules for the structure and drafting of International Standards]

“shall”: indicates requirements strictly to be followed in order to conform to the document.

“should”: indicates that among several possibilities one is recommended as particularly suitable, without mentioning or excluding others, or that a certain course of action is preferred but not necessarily required.

“may”: indicates a course of action permissible within the limits of the document.

“can”: is used for statements of possibility and capability, whether material, physical or causal.

ABBREVIATIONS

EDD	Environmental Due Diligence (framework)
ERA	Environmental Risk Assessment
FPIC	Free Prior Informed Consent
FSC	Forest Stewardship Council
GHG	Greenhouse gas
HCV	High Conservation Value
HRDD	Human Rights Due Diligence (framework)
HRIA	Human Rights Impact Assessment
HRRA	Human rights risk assessment
ILO	International Labour Organisation
ILO C169	Indigenous and Tribal Peoples Convention
UNDRIP	United Nations Declaration on the Rights of Indigenous Peoples
UNGPs	United Nations Guiding Principles on Business and Human Rights

TERMS AND DEFINITIONS

Defined terms are marked using italics and an asterisk throughout the document.

For the purposes of this document, the terms and definitions included in FSC-STD-01-002 *FSC Glossary of Terms*, FSC-STD-01-001 *FSC Principles and Criteria*, FSC-STD-60-004 *FSC International Generic Indicators*, and FSC-POL-01-007 *FSC Policy on Conversion Version 1-0* and the following apply:

Additionality:

- Additionality outside the *management unit**: *Conservation** and/or *restoration** outcomes over and above those already achieved or planned to be achieved, and that would not have been achieved without the support and/or intervention of *The Organization**. Projects must either be new (i.e. not already being implemented or planned), amended or extended so that *conservation** and/or *restoration** outcomes are enhanced beyond what would have been achieved, or planned or funded to be achieved without *The Organization** planning to *remedy** for historical conversion.
- Additionality inside the *management unit**: *Conservation** and/or *restoration** outcomes above and beyond those required by the applicable FSC standards. (Source: *FSC-POL-01-007 V1-0*)

Affected Rights Holder: See *rights holder**.

Affected stakeholder: See Stakeholder.

Association: An association with FSC is formally established through any of the following relationships: FSC membership agreement; FSC certificate holder license agreement; FSC certification body license agreement; FSC partnership agreement. (Source: *FSC-POL-01-004 V3-0*)

Association Threshold: See *Threshold**.

Best Available Information: Data, facts, documents, expert opinions, and results of field surveys or consultations with stakeholders that are most credible, accurate, complete, and/or pertinent and that can be obtained through reasonable effort and cost, subject to the scale and intensity of the management activities and the Precautionary Approach. (Source: *FSC-STD-60-004 V2-0*)

Community needs: Sites and resources fundamental for satisfying the basic necessities of local communities or *Indigenous Peoples** (for example for livelihoods, health, nutrition, water), identified through engagement with these communities or Indigenous Peoples. (Source: *Adapted from FSC-STD-01-001 V5-2*).

Confidential Information: Private facts, data and content that, if made publicly available, might put at risk The Organization, its business interests or its relationships with stakeholders, clients and competitors. (Source: *FSC-STD-60-004 V2-0*)

Conflict: A situation in which one actor or group is impairing the activities of another because of different perceptions, emotions, and interests. A conflict situation is one in which the impairing behavior from one actor is experienced by another, while factors or conditions that drive such are considered the sources of impairment.

Conflict of Interest: Situation in which a party has an actual or perceived interest that gives, or could have the appearance of giving, that party an incentive for personal, organizational, or professional gain, such that the party's interest could conflict, or be perceived to conflict with, the conduct of an impartial and objective certification process. (Source: *FSC-STD-20-001 V4-0*)

Conservation: Management activities designed to maintain the identified environmental or cultural values in existence long-term. Management activities may range from zero or minimal interventions to a specified range of appropriate interventions and activities designed to maintain, or compatible with maintaining, these identified values. (Source: *Adapted from FSC-STD-01-001 V5-2*).

Conservation and Restoration Partners: *Rights holders** and concession license holders of the relevant conservation and restoration areas that deliver conservation and restoration activities at the landscape or site level on behalf of *The Organization** or the *corporate group**.

Conservation Area Network: Those portions of the *Management Unit** for which conservation is the primary and, in some circumstances, exclusive objective; such areas include *representative sample areas**, *conservation zones**, *protection areas**, *connectivity** areas and *High Conservation Value Areas** (Sources: FSC-STD-60-004 V2-0)

Consultation: The process by which *The Organization** or *corporate group** communicates, engages and/or provides for the participation of *interested** and/or *affected stakeholders** ensuring that their concerns, desires, expectations, needs, rights and opportunities are considered in the consideration, establishment, implementation and updating of the issue, process, procedure or plan in question. (Source: FSC 2011)

Conversion: Change from natural forests to plantations or other land uses. (Source: Based on Criterion 6.10 of FSC-STD-01-001 V5-2)

NOTE: This version of the FSC Remedy Framework (FSC-PRO-01-007) applies to *conversion** between 1 December 1994 and 31 December 2020. A different definition applies to conversion after December 2020 per FSC-POL-01-007 FSC Policy to Address Conversion.

Applicable definition of conversion		
Pre-December 1994	Between 1 December 1994 and 31 December 2020	Post-December 2020
The <i>Policy to Address Conversion</i> does not apply to conversion that took place prior to 1 December 1994.	The new definition in the <i>Policy to Address Conversion</i> does not apply to conversion that took place prior to the policy's cut-off date. Instead, the stipulations by Criterion 6.10 in the <i>FSC Principles and Criteria</i> (P&C) apply, basically considering conversion as a change from natural forests to plantations or other land uses.	The new definition in the <i>Policy to Address Conversion</i> applies: Conversion: A lasting change of <i>natural forest cover*</i> or <i>High Conservation Value*</i> areas, induced by human activity. This may be characterized by significant loss of species diversity, habit diversity, structural complexity, ecosystem functionality or livelihoods and cultural values. The definition of conversion covers gradual forest degradation as well as rapid forest transformation.

NOTE: Minimal *conversion** between 1 December 1994 and 31 December 2020 is not in the scope of this Remedy Framework. In this context, *conversion** is considered minimal if:

- affects a very limited portion of the area of the *Management Unit**, and
- will produce clear, substantial, additional, secure long-term conservation benefits in the *Management Unit**, and
- does not damage or threaten *High Conservation Values**, nor any sites or resources necessary to maintain or enhance those *High Conservation Values**.

Core Dialogue Group: A body which convenes to agree upon *remedy** for *harm** in cases of *unacceptable activities**. It is comprised of:

- Representatives of the *corporate group**;
- Representation of the diversity of *impacted rights holders** and *affected stakeholders**, including from across the affected communities. Where fair representation is not perceived by affected community members, steps shall be taken to address this situation;
- Provision to include *trusted advisors** where they provide support and advice to *affected stakeholders**. *Trusted advisors** shall be included only where there is the specific written consent of *affected stakeholders**;

- Provision to include *interested stakeholders** and *independent experts** where they represent expertise in environmental issues that is not otherwise present in the *Core Dialogue Group** and there is the consent of *affected stakeholders** as above;

Corporate Group: The organization and its full business group, as defined by the terms *indirect involvement** and *direct involvement** in the *Policy for the Association of Organizations with FSC V2-0*, seeking *association** or reassociation. This includes all companies, and holdings upstream and downstream from the associated organization(s) owned by majority shareholding.

Cultural values: Sites, resources, habitats and *landscapes** of global or national cultural, archaeological or historical significance, and/or of critical cultural, ecological, economic or religious/sacred importance for the traditional cultures of local communities or *Indigenous Peoples**, identified through engagement with these local communities or *Indigenous Peoples**. (Source: Adapted from FSC-STD-01-001 V5-2)

Customary rights: Rights which result from a long series of habitual or customary actions, constantly repeated, which have, by such repetition and by uninterrupted acquiescence, acquired the force of a law within a geographical or sociological unit. (Source: FSC-STD-01-001 V5-2)

Degradation: Changes within a *natural forest** or *High Conservation Value area** that significantly and negatively affect its species composition, structure and/or function, and reduces the ecosystem's capacity to supply products, support biodiversity and/or deliver ecosystem services. (Source: FSC-POL-01-007 V1-0)

Demonstrated: Clear and convincing evidence is available to support the assertion or claim. To be considered demonstrated the standard of "preponderance of evidence" needs to have been met. This standard is based on a balance of probabilities and is the required threshold for action under the precautionary principle. To meet this standard, the evidence available would be more likely to be true than not. (Source: Adapted from Annex 1, FSC-PRO-01-009 V4-0)

Direct Involvement: Situations in which the associated organization or individual is firsthand responsible for the unacceptable activities. (Source: FSC-POL-01-004 V2-0)

Disassociation: The termination of all existing contractual relationships (member and license) between FSC and the *associated** individual, organization and corporate group. Disassociation also prevents entry into any new contractual relationships with FSC.

Ecosystem: A dynamic complex of plant, animal and micro-organism communities and their non-living environment interacting as a functional unit (Source: Convention on Biological Diversity 1992, Article 2). (Source: FSC-STD-01-001 V5-2)

Ecosystem Attributes: Ecosystem attributes define the composition (the biotic community and abiotic components), structure, and function of an ecosystem. Key ecosystem attributes are the ones of higher scientific and/or management importance and are used to describe the reference model. They contribute to overall ecosystem integrity, which arises from properties of diversity, complexity, and resilience inherent in functional native ecosystems. Key ecosystem attributes include: absence of threats; physical and chemical conditions; species composition; structural diversity; *ecosystem function**; and external exchanges. (Source: adapted from International principles and standards for the practice of ecological restoration. Gann et al 2019. Second edition. Society for Ecological Restoration).

Ecosystem function: An intrinsic *ecosystem** characteristic related to the set of conditions and processes whereby an ecosystem maintains its integrity (such as primary productivity, food chain, biogeochemical cycles). Ecosystem functions include such processes as decomposition, production, nutrient cycling, and fluxes of nutrients and energy. For FSC purposes, this definition includes ecological and evolutionary processes such as gene flow and disturbance regimes, regeneration cycles and ecological seral development (succession) stages. (Source: Based on R. Hassan, R. Scholes and N. Ash. 2005. Ecosystems and Human Well-being: Synthesis. The Millennium Ecosystem Assessment Series. Island

Press, Washington DC; and R.F. Noss. 1990. Indicators for monitoring biodiversity: a hierarchical approach. *Conservation Biology* 4(4):355–364). (Source: FSC-STD-01-001 V5-2)

Ecosystem services: The benefits people obtain from ecosystems. These include:

- a. provisioning services such as food, forest products and water;
- b. regulating services such as regulation of floods, drought, land *degradation**, air quality, climate and disease;
- c. supporting services such as soil formation and nutrient cycling;
- d. and cultural services and *cultural values** such as recreational, spiritual, religious and other non-material benefits.

(Source: Based on R. Hassan, R. Scholes and N. Ash. 2005. *Ecosystems and Human Well-being: Synthesis*. The Millennium Ecosystem Assessment Series. Island Press, Washington DC). (Source: FSC-STD-01-001 V5-2)

Encroachment: The illegal occupation or use of portion of the land holdings of another. (Source: *FAO Language Resources Project, 2005; IUFRO, Vienna, 2005*)

Ending Disassociation: The disassociated organization has met the defined conditions to be eligible to apply for *association** with FSC again, if it wishes to do so. It does not mean that any previous contractual relationships are automatically resumed, or that any certificates are reinstated. (Source: FSC-PRO-01-009 V4-0)

Enhancement: Refer to the sub-definition under Restoration / Ecological Restoration in this Glossary.

Environmental Due Diligence (EDD): A framework to assess ongoing risks to *environmental values**, a management process in order to identify, prevent, mitigate and account for how [a company] addresses its adverse environmental impacts. It includes four key steps: assessing actual and potential human rights impacts; integrating and acting on the findings; tracking responses; and communicating about how impacts are addressed. (Source: *Adapted from UNGP Reporting Framework (2011)*)

Environmental harm: Injury, loss or detriment to forests, *environmental values**, or *ecosystem services**

Environmental values: The following set of elements of the biophysical and human environment:

1. ecosystem functions (including carbon sequestration and storage)
2. biological diversity
3. water resources
4. soils
5. atmosphere
6. landscape values (including cultural and spiritual values).

The actual worth attributed to these elements depends on human and societal perceptions. (Source: FSC-STD-01-001 V5-2)

Equivalent: For ecological equivalence, the same specific type of *natural forest** or *High Conservation Value** is restored or conserved as was destroyed.

For social *remedy**, equivalence shall be based on an *independent** assessment and agreement on *remedy** through *Free, Prior, Informed Consent** (FPIC) with the *affected rights holders** of the nature, quality and quantity of all *social harms** as well as the on-going future benefits these would have provided. Equivalence shall entail provision of the best means possible to ensure future community wellbeing. (Source: FSC-POL-01-007 V1-0)

Force Majeure: any circumstances not reasonably anticipated at the date of an agreement and not within the reasonable control of the parties individually or collectively including, without prejudice to the generality of the foregoing, strikes, lockouts, shortages of labor or raw materials, civil commotion, riot, revolution, invasion, war, threat of or preparation for war, political unrest, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural physical disaster.

Free, Prior, and Informed Consent (FPIC): A legal condition whereby a person or community can be said to have given consent to an action prior to its commencement, based upon a clear appreciation and understanding of the facts, implications and future consequences of that action, and the possession of all relevant facts at the time when consent is given. Free, Prior and Informed Consent includes the right to grant, modify, withhold or withdraw approval (Source: Based on the preliminary working paper on the principle of Free, Prior and Informed Consent of Indigenous Peoples (...) (E/CN.4/Sub.2/AC.4/2004/4 8 July 2004) of the 22nd Session of the United Nations Commission on Human Rights, Sub-commission on the Promotion and Protection of Human Rights, Working Group on Indigenous Populations, 19–23 July 2004). (Source: FSC-STD-01-001 V5-2)

Grievance: Grievance is understood to be a perceived injustice evoking an individual's or a group's sense of entitlement, which may be based on law, contract, explicit or implicit promises, customary practice, or general notions of fairness of aggrieved communities. (Source: *Guiding Principles on Business and Human Rights*. UN. 2011)

Grievance Mechanism: Any routinized, State-based or non-State-based, judicial or non-judicial process through which grievances concerning business-related human rights abuse can be raised and remedy can be sought, following the criteria outlined in the UNGP (legitimate, accessible, predictability, equitable, transparency, rights compatible, continuous learning, engagement and dialogue). (Source: *Guiding Principles on Business and Human Rights*. UN. 2011)

Habitat: The place or type of site where an organism or population occurs (Source: Based on the Convention on Biological Diversity, Article 2). (Source: FSC-STD-01-001 V5-2)

Harm: Injury, loss or detriment to forests, *environmental values**, *ecosystem services** or injury, loss or detriment to *affected stakeholders** or *rights holders**.

High Conservation Value (HCV): Any of the following values:

HCV1 Species Diversity. Concentrations of biological *diversity* including endemic species, and rare, threatened or endangered species, that are significant at global, regional or national levels.

HCV 2 Landscape-level ecosystems and mosaics. Intact forest landscapes and large landscape-level *ecosystems** and ecosystem mosaics that are significant at global, regional or national levels, and that contain viable populations of the great majority of the naturally occurring species in natural patterns of distribution and abundance.

HCV 3 Ecosystems and habitats. Rare, threatened, or endangered ecosystems, *habitats** or refugia.

HCV 4 Critical ecosystem services. Basic *ecosystem services** in critical situations, including protection of water catchments and control of erosion of vulnerable soils and slopes.

HCV 5 Community needs. Sites and resources fundamental for satisfying the basic necessities of local communities or *Indigenous Peoples** (for example for livelihoods, health, nutrition, water), identified through engagement with these communities or Indigenous Peoples.

HCV 6 Cultural values. Sites, resources, habitats and landscapes of global or national cultural, archaeological or historical significance, and/or of critical cultural, ecological, economic or religious/sacred importance for the traditional cultures of local communities or Indigenous Peoples, identified through engagement with these local communities or Indigenous Peoples. (Source: FSC-STD-01-001 V5-2).

NOTE: The HCV concept applies to all ecosystems, including HCV areas in savannahs, grasslands, peatlands and wetlands – not only to natural forests and forest plantations.

High Conservation Value (HCV) areas: Zones and physical spaces which possess and/or are needed for the existence and maintenance of identified *High Conservation Values**. (Source: FSC-STD-60-004)

Human Rights: Human rights are rights that every human being has by virtue of his or her human dignity and are the sum of individual and collective rights laid down in State constitutions and international law. Human rights are manifold. This includes, but is not limited to, rights set out in the International Bill of Human Rights (consisting of the Universal Declaration of Human Rights and the main instruments through

which it has been codified: the International Covenant on Civil and Political Rights and the International Covenant on Economic, Social and Cultural Rights. (Source: UN Office of the High Commissioner for Human Rights (2016))

Human Rights Due Diligence (HRDD): A framework to assess on-going risks to *human rights**; a management process in order to identify, prevent, mitigate and account for how a corporate entity addresses its adverse human rights impacts. It includes four key steps: assessing actual and potential human rights impacts; integrating and acting on the findings; tracking responses; and communicating about how impacts are addressed. (Source: UNGP Reporting Framework (2011))

Human Rights Impact Assessment (HRIA): A process for systematically identifying, predicting, and responding to the potential human rights impacts of a business operation, capital project, government policy, or trade agreement. It is designed to complement a corporate or government's other impact assessment and due diligence processes and to be framed by appropriate international human rights principles and conventions.

Illegal Logging: Harvesting of timber in violation of any laws applicable in that location or jurisdiction including, but not limited to, laws related to the acquisition of harvesting rights from the rightful owner, the harvesting methods used and the payment of all relevant fees and royalties. (Source: FSC-POL-01-004 V2-0)

Impact Areas: Areas affected by *conversion** or *unacceptable activities**.

Independent: Not subject to *corporate group's** authority, influence or control. Free from *conflict of interest** in relation to the task at hand.

Independent Assessor: An expert entity without *conflict of interest** who is not subject to *The Organization's** or the *corporate group's** authority, influence, or control, and whose qualifications are verified by FSC International.

Independent Advisor: A person or organization without *conflict of interest** chosen by *rights holders** who can provide organizing support, expert legal, financial and technical advice.

Independent Expert: An expert not subject to the *corporate group's** authority, influence or control. Free from *conflict of interest** in relation to the task at hand.

Independent Observer: A person or organization agreed with *rights holders** who observes and/or monitors the *corporate group's** conflict resolution process; and/or the person or organization who accompanies the assessment or audit team but does not assess or audit. Observers are recognized as interested parties but shall respect the code of conduct in FSC-PRO-01-017 V1-1.

Indigenous Peoples: People and groups of people that can be identified or characterized as follows:

- The key characteristic or criterion is self-identification as Indigenous Peoples at the individual level and acceptance by the community as their member
- Historical continuity with pre-colonial and/or pre-settler societies
- Strong link to territories and surrounding natural resources
- Distinct social, economic or political systems
- Distinct language, culture and beliefs
- Form non-dominant groups of society
- Resolve to maintain and reproduce their ancestral environments and systems as distinctive peoples and communities.

Source: Adapted from United Nations Permanent Forum on Indigenous Issues, Factsheet 'Who are Indigenous Peoples' October 2007; United Nations Development Group, 'Guidelines on Indigenous Peoples' Issues' United Nations 2009, United Nations Declaration on the Rights of Indigenous Peoples, 13 September 2007. (Source: FSC-STD-01-001 V5-2)

Indirect Involvement: Situations in which the associated organization or individual, with a minimum ownership or voting power of 51 per cent, is involved as a parent or sister corporate, subsidiary, shareholder or Board of Directors to an organization directly involved in *unacceptable activities**. Indirect involvement also includes activities performed by subcontractors when acting on behalf of the associated organization or individual. (Source: FSC-POL-01-004 V2-0)

Initial Implementation Threshold: See Threshold.

Interested stakeholder: See Stakeholder.

Land Cover: The vegetation (natural or planted) or man-made constructions (buildings, etc.) which occur on the earth's surface. Water, ice, bare rock, sand and similar surfaces also count as land cover.

Land Use: A series of operations on land, carried out by humans, with the intention to obtain products and/or benefits through using land resources.

Landscape: A geographical mosaic composed of interacting ecosystems resulting from the influence of geological, topographical, soil, climatic, biotic and human interactions in a given area (Source: Based on World Conservation Union (IUCN). Glossary definitions as provided on IUCN website). (Source: FSC-STD-01-001 V5-2)

Longevity: A minimum of twenty-five years and ideally in perpetuity. (Source: FSC-POL-01-007 V1-0)

Management Unit: A spatial area or areas submitted for FSC certification with clearly defined boundaries managed to a set of explicit long-term management objectives which are expressed in a management plan. This area or areas include(s):

- all facilities and area(s) within or adjacent to this spatial area or areas under legal title or management control of, or operated by or on behalf of *The Organization*, for the purpose of contributing to the management objectives; and
- all facilities and area(s) outside, and not adjacent to this spatial area or areas and operated by or on behalf of *The Organization*, solely for the purpose of contributing to the management objectives. (Source: FSC-STD-01-001 V5-2)

Managerial control: Responsibility of the kind defined for corporate directors of commercial enterprises in national commercial law, and treated by FSC as applicable also to public sector organizations. (Source: FSC-STD-01-001 V5-2)

Natural forest: A forest area with many of the principal characteristics and key elements of native ecosystems, such as complexity, structure and biological diversity, including soil characteristics, flora and fauna, in which all or almost all the trees are native species, not classified as plantations.

'Natural forest' includes the following categories:

- Forest affected by harvesting or other disturbances, in which trees are being or have been regenerated by a combination of natural and artificial regeneration with species typical of natural forests in that site, and where many of the above-ground and below-ground characteristics of the natural forest are still present. In boreal and north temperate forests which are naturally composed of only one or few tree species, a combination of natural and artificial regeneration to regenerate forest of the same native species, with most of the principal characteristics and key elements of native ecosystems of that site, is not by itself considered as conversion to plantations;
- Natural forests which are maintained by traditional silvicultural practices including natural or assisted natural regeneration;
- Well-developed secondary or colonizing forest of native species which has regenerated in non-forest areas;

- The definition of 'natural forest' may include areas described as wooded ecosystems, woodland and savannah.

The description of natural forests and their principal characteristics and key elements may be further defined in FSC Forest Stewardship Standards, with appropriate descriptions or examples.

'Natural forest' does not include land which is not dominated by trees, was previously not forest, and which does not yet contain many of the characteristics and elements of native ecosystems. Young regeneration may be considered as natural forest after some years of ecological progression. FSC Forest Stewardship Standards may indicate when such areas may be excised from the *management unit**, should be restored towards more natural conditions, or may be converted to other land uses.

FSC has not developed quantitative thresholds between different categories of forests in terms of area, density, height, etc. FSC Forest Stewardship Standards may provide such thresholds and other guidelines, with appropriate descriptions or examples. Pending such guidance, areas dominated by trees, mainly of native species, may be considered as natural forest.

- Thresholds and guidelines may cover areas such as: other vegetation types and non-forest communities and ecosystems included in the *management unit**, including grassland, bushland, wetlands, and open woodlands.
- Very young pioneer or colonizing regeneration in a primary succession on new open sites or abandoned farmland, which does not yet contain many of the principal characteristics and key elements of native ecosystems. This may be considered as natural forest through ecological progression after the passage of years;
- Young natural regeneration growing in natural forest areas may be considered as natural forest, even after logging, clear-felling or other disturbances, since many of the principal characteristics and key elements of native ecosystems remain, above-ground and below-ground;
- Areas where deforestation and forest degradation have been so severe that they are no longer 'dominated by trees' may be considered as non-forest, when they have very few of the principal above-ground and belowground characteristics and key elements of natural forests. Such extreme degradation is typically the result of combinations of repeated and excessively heavy logging, grazing, farming, fuelwood collection, hunting, fire, erosion, mining, settlements, infrastructure, etc. FSC Forest Stewardship Standards may help to decide when such areas should be excised from the *management unit**, should be restored towards more natural conditions, or may be converted to other land uses. (Source: FSC-STD-01-001 V5-2)

Past: The scope of past shall include the defined period of liability from the date of the unacceptable activity, or a defined starting point in the *FSC Remedy Framework*, and continues through to the date at which the Remedy Plan is approved. Liability start dates:

- In the case of significant conversion to plantations or other *land use** (not involving *HCVs**) the liability date is 1 December 1994 or the date after the *corporate group** started forestry operations (if started after 1994).
- Where *HCVs** are involved the specific liability start date is 1 January 1999.
- In the case of *illegal logging** the liability start date is from 1 December 1994.
- In the case of violation of traditional and *human rights**, there is no specific liability start date in the *Policy for the Association of Organizations with FSC* (i.e. liability extends to pre 1994 *harm**).
- In the case of ILO conventions, it is since the existence of the convention if that is more recent than 1994.
- In the case of the requirement to pay fines and other penalties or fees and royalties for environmental or social violations for which fines have been issued, there is no FSC liability start date (any liability date shall be determined by national laws and regulations).

Peer Review: The process of an *independent expert** or experts, unconnected with either *The Organization**, the *corporate group**, FSC or the *FSC Third Party Verifier**, reading, checking, and giving

an opinion about aspects of the Remedy Plan or its elements that has been written, designed, produced or undertaken by other involved parties. *Peer review** should involve more than one peer reviewer. Three is a typical number. (Source: Based on Cambridge unabridged dictionary, 2019.)

Priority activities: Activities that are to be undertaken as a priority in the early phases of implementing the Remedy Plan which are consulted upon with the required parties prior to being able to demonstrate that the *Initial Implementation Threshold** or *Association Threshold** has been achieved.

Priority Social Harm: See *social harm**.

Proportionate: A 1:1 ratio: The area to be restored or conserved is the same as the area of *natural forest** and/or *High Conservation Value** destroyed. (Source: FSC-POL-01-007 V1-0)

Protection: Refer to the sub-definition under Restoration / Ecological Restoration in this Glossary.

Publicly available: In a manner accessible to or observable by people generally (Source: *Collins English Dictionary*, 2003 Edition). (Source: FSC-STD-01-001 V5-2)

Rare species: Species that are uncommon or scarce, but not classified as threatened. These species are located in geographically restricted areas or specific habitats, or are scantily scattered on a large scale. They are approximately equivalent to the IUCN (2001) category of Near Threatened (NT), including species that are close to qualifying for, or are likely to qualify for, a threatened category in the near future. They are also approximately equivalent to imperiled species (Source: Based on IUCN. (2001). IUCN Red List Categories and Criteria: Version 3.1. IUCN Species Survival Commission. IUCN. Gland, Switzerland and Cambridge, UK) (Source: FSC-STD-01-001 V5-2)

Reference Model: The reference model aims to characterize the condition of the *ecosystem** as it would be had it not been converted, adjusted as necessary to accommodate changed or predicted change in biotic or environmental conditions (e.g., climate change). Reference models should be based on specific real-world *ecosystems** that are the targets of *conservation** and restoration activities. Optimally the reference model describes the approximate condition the site would be in had *conversion** not occurred. This condition is not necessarily the same as the historic state, as it accounts for the inherent capacity of *ecosystems** to change in response to changing conditions. Reference models are developed based on information on specific *ecosystem attributes** obtained from reference sites, which are environmentally and ecologically similar to the site to be restored, but optimally have experienced little or minimal *degradation**.

Registry of Harm: The documented outcome of a *grievance** evaluation of a *conflict** or violation of rights upon which a *remedy process agreement** is based.

Rehabilitation: Refer to the sub-definition under Restoration / Ecological Restoration in this Glossary.

Remedy: To correct or return something as near as possible to its original state or condition (Source: *Guiding Principles on Business and Human Rights*. UN. 2011.)

- For *environmental harm** this includes actions taken to *remedy** deforestation, *conversion**, *degradation**, or other harm to *natural forest** and *High Conservation Value areas**. Environmental *remedy** actions may include but are not limited to: *conservation** of standing forests, habitats, *ecosystems** and species; *restoration** and *protection** of degraded *ecosystems**.
- For *social harm** this includes providing redress for identified *social harm** through agreements made during an *FPIC**-based process, where applicable, with the *affected rights holders**, and facilitating a transition to the position before such harm occurred; or developing alternative measures to ameliorate harm by providing gains recognized by the *affected stakeholders** as *equivalent** to the harm, through consultation and agreement. *Remedy** may be achieved through a combination of apologies, *restitution**, rehabilitation, financial or non-financial compensation,

satisfaction, punitive sanctions, injunctions, and guarantees of non-repetition. (Source: FSC-POL-01-007 V1-0)

Remedy of Harm: Refers to both the process of providing *remedy** for a negative impact and the substantive outcomes that can counteract, or make good, the negative impact and identify its root cause. These outcomes may take a range of forms, which must be agreed on a case-by-case basis, such as apologies, restitution, rehabilitation, financial or non-financial compensation, and punitive sanctions (whether criminal or administrative, such as fines), as well as the prevention of harm through, for example, injunctions or guarantees of non-repetition. (Source: Adapted from *Guiding Principles on Business and Human Rights*. UN. 2011)

Remedy Process Agreement: Agreements on the process for developing the remedy of *harm** between affected parties and *The Organization** or the *corporate group**.

Resourced Access: Providing the means or opportunity to access processes. In this case resourced access refers to *independent** advice, partners of choice, financial support and legal support where necessary.

Respect: Due regard.

Restitution: Measures agreed through an *FPIC**-based process to restore lands, properties or damaged natural resources to their original owners in their original condition. Where such lands, properties or natural resources cannot be returned or restored, measures are agreed to provide alternatives of *equivalent** quality and extent. (Source: FSC-POL-01-007 V1-0)

NOTE: See also: *remedy**

Restorative Practices: Approaches to the *remedy of harm** and *conflict** resolution that focus on dialogue, mediation and restorative justice informed methodologies. In these approaches the precise process that will be followed is determined and agreed in dialogue with *impacted rights holders** and other *affected stakeholders**. When *affected rights holders** are present, traditional or culturally appropriate *restorative practices** practiced by *affected rights holders** shall be favored provided that there is consent from the *affected rights holders** to share such practices.

Restoration / Ecological Restoration: process of assisting the recovery of an *ecosystem**; and its associated conservation values, that have been degraded, damaged, or destroyed. (Source: adapted from *International principles and standards for the practice of ecological restoration*. Gann et al 2019. Second edition. Society for Ecological Restoration)

Restoration doesn't necessarily aim at returning the natural/historic functions, but instead encompasses a broad range of activities with one or more targets that identify the native ecosystem to be restored (as informed by an appropriate reference model), and project goals that establish the level of recovery sought. Level of recovery can be from rehabilitation to full recovery and includes:

- **Substitution:** defines the state or actions where the reconstructed *ecosystem** is completely different to the historical *ecosystem** that existed prior to *conversion**, and deemed to be more suitable for restoration, due to impaired environmental changes. The substituted *ecosystem** or forest type must also produce clear, substantial, additional, secure, and long-lasting *conservation** outcomes in comparison to other options.
- **Rehabilitation:** is the repairing of *ecosystem function** and some native biota recovery (but not necessarily). The goal of rehabilitation projects is not native *ecosystem** recovery, but rather reinstating a level of ecosystem functioning for renewed and ongoing provision of *ecosystem services** potentially derived from non-native *ecosystems** as well.
- **Full recovery:** is defined as the state or condition whereby, following restoration, all key *ecosystem** attributes closely resemble those of the reference model, and the *ecosystem** demonstrates self-

organization. Where lower levels of recovery are planned or occur due to resource, technical, environmental, or social constraints, recovery is referred to as partial recovery.

- **Enhancement:** means the manipulation of the physical, chemical, or biological characteristics of *ecosystems** to heighten, intensify, or improve specific resource function(s). Enhancement results in the gain of selected resource function(s) but may also lead to a decline in other resource function(s). Enhancement does not result in a gain in resource area.
- **Protection:** in terms of restoration activities this means the removal of a threat to, or preventing the decline of, resources by an action in or near those resources. This term includes activities commonly associated with the protection and maintenance of resources through the implementation of appropriate legal and physical mechanisms. (Source: adapted from *International principles and standards for the practice of ecological restoration*. Gann et al 2019. Second edition. Society for Ecological Restoration)

Rights: Legal, customary and *human rights** as defined by applicable laws, regulations and nationally-ratified international treaties, conventions and agreements.

Rights Holders: Rights holders are *workers**, individuals or social groups that have particular entitlements in relation to specific duty-bearers. In general terms, all human beings are rights-holders under the Universal Declaration of Human Rights. (Source: Adapted from UNICEF, *Gender Equality: Glossary of Terms and Concepts*, p. 14)

NOTE: Legal counsel or an authorized representative of a rights holder are permitted to act on behalf of rights holders for the purpose of this *FSC Remedy Framework* for addressing *unacceptable activities**. Rights holders are one type of *affected stakeholder**.

- **Impacted rights holders***: Rights holders impacted or who have suffered *harm**, including persons and groups with legal or *customary rights** whose *Free, Prior and Informed Consent** is required to determine management decisions.
- **Affected rights holders***: Persons and groups, including *Indigenous Peoples**, traditional peoples and local communities with legal or customary rights whose free, prior and informed consent is required to determine management decisions. (Source: FSC-STD-60-004 V2-0)

Salient environmental issues: Environmental issues that stand out because they are at risk of having the most severe negative impact through the corporate's activities or business relationships. Those issues that are:

- Most severe
- Most likely
- Necessitate the avoidance of *harm**
- Strongly impacting the environment – focus on risk to *environmental values** rather than on risk to the business. (Source: Based on: *United Nations Guiding Principles on Business and Human Rights Reporting Framework*)

Salient human rights issues: A corporate's salient human rights issues are those human rights that stand out because they are at risk of the most severe negative impact through the corporate's activities or business relationships. Those issues that are:

- Most severe
- Most likely
- Necessitate the avoidance of *harm**
- Strongly impacting *human rights** – focus on risk to *human rights** rather than on risk to the business. (Source: *United Nations Guiding Principles on Business and Human Rights Reporting Framework*)

Scale: A measure of the extent to which a management activity or event affects an environmental value or a *management unit**, in time or space. An activity with a small or low spatial scale affects only a small proportion of the forest each year, an activity with a small or low temporal scale occurs only at long intervals. (Source: FSC-STD-01-001 V5-2)

Small-scale smallholder: Any person that is depending on the land for most of their livelihood; and/or employs labor mostly from family or neighboring communities and has land-use rights on a *management unit** of less than 50 hectares. Standard developers may define this to less than 50 hectares. (Source: FSC-POL-01-007 V1-0)

Social harm: Negative impacts on persons or communities, perpetrated by individuals, corporations or states, which include, but may go beyond, criminal acts by legal persons. Such harm includes negative impacts on persons' or groups' rights, livelihoods and well-being, such as property (including forests, lands, waters), health, food security, healthy environment, cultural repertoire and happiness, as well as physical injury, detention, dispossession and expulsion. (Source: FSC-POL-01-007 V1-0)

- **Priority social harm:** Is social harm prioritized by an *FPIC**-based process, with *affected rights holders** and identified in *consultation** with *impacted rights holders** and *affected stakeholders** by the *Independent Assessor**.

In the context of *remedy** for *The Organization** not involved in conversion but that has acquired a management unit where conversion has taken place, such priority social harm includes all violations of human and customary rights, and *conflicts** that have arisen while *harm** was left unaddressed, especially those that are preventing *remedy** from being initiated or achieved.

Stakeholder: See below:

- **Affected stakeholders:** Any person, group of persons or entity that is or is likely to be subject to the effects of the activities of a *management unit**. Examples include, but are not restricted to (for example, in the case of downstream landowners), persons, groups of persons or entities located in the neighborhood of the *management unit**. The following are additional examples of *affected stakeholders*:
 - *Impacted rights holders**
 - *Affected rights holders**
 - Local communities
 - Indigenous Peoples
 - Workers
 - Forest dwellers
 - Neighbors
 - Downstream landowners
 - Local processors
 - Local businesses
 - Tenure and use rights holders, including landowners
 - Organizations authorized or known to act on behalf of *affected stakeholders*, for example social and environmental NGOs, labor unions, etc. (Source: Adapted from FSC-STD-01-001 V5-2)

NOTE: For the purpose of this document, this definition refers to the effects of the *conversion** activities in the *management unit** and/or *unacceptable activities** by the *corporate group**.

- **Interested stakeholders:** Any person, group of persons, or entity that has shown an interest, or is known to have an interest, in the activities of the organization. (Adapted from FSC-STD-01-001 V5-2)

Substitution: Refer to the sub-definition under Restoration / Ecological Restoration in this Glossary.

Tenure: Socially defined agreements held by individuals or groups, recognized by legal statutes or customary practice, regarding the 'bundle of rights and duties' of ownership, holding, access and/or usage of a particular land unit or the associated resources there within (such as individual trees, plant species,

water, minerals, etc.) (Source: World Conservation Union (IUCN). Glossary definitions as provided on IUCN website). (Source: FSC-STD-01-001 V5-2)

The Organization: The person or entity holding or applying for certification and therefore responsible for demonstrating compliance with the requirements upon which FSC certification is based (Source: FSC-STD-01-001 V5-2.)

Third Party Verifier: An independent, third party entity approved by FSC International with expertise in environmental and social *harm** and *remedy** required to verify conformity of remedy processes. (Source: FSC-POL-01-007 V1-0)

NOTE: From the certification stage onwards, FSC-accredited certification bodies can also act as *Third Party Verifiers**; however the certification body certifying an organization cannot have acted as a *Third Party Verifier** for their client before the certification stage.

Threshold: See below:

- **Association Threshold:** The threshold specifies the minimum *remedy** stage that a *corporate group** has to achieve to be eligible to associate with FSC.
 - *Association threshold** for *environmental harm** is the completion of the *priority activities** from the Remedy Plan to address *environmental harm**.
 - *Association threshold** for *social harm** is the completion of the *priority activities** required for the remedy of *priority social harm**.
- **Initial Implementation Threshold:** The threshold specifies the minimum *remedy** stage that an organization has to achieve before forest management certification of a *management unit** can be granted. It includes:
 - **Initial Environmental Remedy Threshold:** Where the *ecosystem attributes** have been restored and/or conserved to the point where native recovery potential to *natural forest** is ecologically viable (as per *ecosystem attributes**) or where a selected *natural forest** area is conserved. These *conservation** outcomes should be *equivalent** to or better than the converted area condition at the time of *conversion**. Additionally, *priority activities** have been implemented.
 - **Initial Social Remedy Threshold:** Where the *social harm** is being remedied with a *remedy process agreement** in place and where *priority activities** have been completed.

Threatened species: Species that meet the IUCN (2001) criteria for Vulnerable (VU), Endangered (EN) or Critically Endangered (CR), and are facing a high, very high or extremely high risk of extinction in the wild. These categories may be re-interpreted for FSC purposes according to official national classifications (which have legal significance) and to local conditions and population densities (which should affect decisions about appropriate conservation measures) (Source: Based on IUCN. (2001). IUCN Red List Categories and Criteria: Version 3.1. IUCN Species Survival Commission. IUCN. Gland, Switzerland and Cambridge, UK.). (Source: FSC-STD-01-001 V5-2).

Trusted advisor: Individual selected by the advisee to provide support and advice.

Unacceptable Activities: As listed in the *Policy for the Association of Organizations with FSC V2-0:*

- a) Illegal logging or the trade in illegal wood or forest products
- b) Violation of traditional and human rights in forestry operations
- c) Destruction of *High Conservation Values** in forestry operations
- d) Significant conversion of forests to plantations or non-forest use
- e) Introduction of genetically modified organisms in forestry operations
- f) Violation of any of the ILO Core Conventions (*)

(*) As defined in the ILO Declaration on Fundamental Principles and Rights at Work. (Source: FSC-POL-01-004 V2-0)

Workers: 1. All employed persons including public employees as well as 'self-employed' persons. This includes part-time and seasonal employees, of all ranks and categories, including laborers, administrators, supervisors, executives, contractor employees as well as self-employed contractors and sub-contractors (Source: ILO Convention C155 Occupational Safety and Health Convention, 1981). 2. An individual performing work for a corporate, regardless of the existence or nature of any contractual relationship with that corporate (Source: 1. FSC Principles and Criteria for Forest Stewardship FSC-STD-01-001 V5-2; 2. Guiding Principles on Business and Human Rights. UN. 2011)

ANNEX 1: THIRD PARTY VERIFICATION CHECKLIST

This annex outlines clauses of the *FSC Remedy Framework* that are to be third-party verified at relevant stages of the *remedy** process, to ensure the *FSC Remedy Framework's* objectives are met and that proper process is followed. Unless otherwise noted, verification shall address all verifiable outcomes and processes covered by the listed clauses and their subclauses.

The *FSC Remedy Framework* also specifies requirements for *Third Party Verifiers** beyond verification of the clauses below. *Third Party Verifiers** should review the *FSC Remedy Framework* to understand those requirements. Examples include requirements for issuing non-conformities, monitoring, submitting verification reports, establishing Remedy Progress Websites, and verifying published materials.

Clause from the FSC Remedy Framework	Summary description of requirements to be verified
--------------------------------------	----------------------------------------------------

1. Requirements to be verified prior to ending disassociation* (Chapter 1)

Additional requirements

1.1	Management systems to stop and prevent <i>unacceptable activities*</i> are in place and documented.
1.2	Monitoring and review processes for management systems are in place and being implemented.
1.3	Continuous improvement in addressing and preventing <i>unacceptable activities*</i> through annual Policy for Association assessments, <i>independent*</i> monitoring, and reporting.
2.1	<i>Human Rights Due Diligence*</i> frameworks and their required elements are in place and being implemented.
3.1	<i>Environmental Due Diligence*</i> frameworks and their required elements are in place and being implemented.

2. Requirements to be verified prior to ending disassociation* (Chapter 2)

Additional requirements

3.1a	Implementation of health and safety practices for <i>workers*</i> , and prevention and <i>remedy of harm*</i> to human health and <i>environmental values*</i> from chemical use.
3.1b	Development and implementation of management plans and activities to reduce the risk and impacts of fires.
3.1.c.i	Preparation of greenhouse gas assessments.
3.1.c.ii	Implementation of plans to reduce greenhouse gas emissions.

3. Requirements to be verified prior or during the Concept Note approval phase (Chapter 3)

Core requirements

Scope (see Introduction)	Verification of whether <i>The Organization*</i> had <i>direct involvement*</i> or <i>indirect involvement*</i> in the <i>conversion*</i> , or it acquired the converted land.
2.1	Agreement with FSC
3.1, 3.2, 3.3, 3.4.b-e	Establishment and implementation of <i>grievance mechanisms*</i> .
3.4.a	Proof that <i>affected stakeholders*</i> are aware of <i>grievance mechanisms*</i> .
4.1, 4.2	Proof of application of <i>FPIC*</i> -processes in cases involving <i>affected rights holders*</i> .
5.1, 5.2	Establishment and implementation of anti-corruption and bribery policies and procedures.
7.1, 7.2, 7.3	Identification of <i>impact areas*</i> , including through <i>consultation*</i> .

7.4	Verification of implementation of <i>FPIC</i> *-based processes.
8.1	Identification of <i>affected stakeholders</i> *, <i>impacted rights holders</i> *, and <i>affected rights holders</i> *.
8.2	Maps of <i>affected stakeholders</i> * and identification of types of <i>harm</i> *.
8.3	Verification of implementation of <i>FPIC</i> *-based processes.
9.3	Verification of implementation of <i>FPIC</i> *-based processes.
10.1, 10.2, 10.3, 10.4, 10.5	Preparation of Social Baseline Assessments.
11.1, 11.2, 11.3, 11.4, 23.1	Preparation of Environmental Baseline Assessments.
13.1	Identification and documentation of <i>priority social harm</i> * by <i>Independent Assessors</i> *.
14.1	Preparation of Harm Analysis Reports.
15.1	Proof of dialogue and agreements with <i>affected rights holders</i> *
15.2	<i>Remedy process agreements</i> *
17.1	Use of dialogue processes and expert and <i>stakeholder</i> * input for the Remedy Plan.
17.4	Selection of sites and other required outcomes for social and environmental <i>remedy</i> *.
17.5	Proof of <i>consultation</i> * with <i>affected stakeholders</i> * if <i>remedy</i> * actions are outside of the <i>impact area</i> *.
18.3	Required outcomes and justification for environmental <i>remedy</i> * actions.
18.4	Demonstrating <i>equivalence</i> * and <i>proportionality</i> * of environmental <i>remedy</i> * action and use of best practice methods.
19.3	Demonstrating <i>equivalence</i> * and <i>proportionality</i> * for social <i>remedy</i> * actions and use of best practice methods.
20.1	Use of dialogue processes and proof of <i>consultation</i> * with experts and <i>impacted rights holders</i> * to select <i>priority activities</i> *.
20.2	Required objectives and outcomes of <i>priority activities</i> *.
21.1	Proof of contracts for <i>remedy</i> * sites, where applicable.
21.2	Justification that aggregating sites maximizes <i>remedy</i> * outcomes, when applicable.
22.2, 22.3	Development of Concept Note, as required.
23.2	Evaluation of Concept Note, including for <i>conservation</i> * and <i>remedy</i> * outcomes.
23.3	Verification of implementation of <i>FPIC</i> *-based processes.
23.4	Confirmation of <i>impacted rights holders</i> * approval of the <i>remedies</i> * in Concept Note.
Additional requirements	
3.5	Governance and review of <i>grievance mechanisms</i> *, and other additional requirements.
4.3	Establishment and implementation of <i>FPIC</i> * policies and procedures.
4.4	Evidence of <i>affected rights holders</i> * satisfaction with <i>FPIC</i> * processes.
5.3	Dialogue and communication of anti-corruption and bribery commitments and measures.
5.4	Corruption and bribery prevention training for employees.
7.5	Methodologies for mapping and inventorying <i>past</i> * and current status of <i>impact areas</i> *.
7.6	Proof of maps and inventories of <i>past</i> * and current status.
9.4	Development of methods for Social and Environmental Baseline Assessments.
12.2	Reporting of <i>harm</i> * to the <i>registry of harm</i> *.
15.3, 15.4, 15.5	<i>Core Dialogue Groups</i> *, including proof of members, procedures, agreements, and meetings.

16.3	Concept Notes and Remedy Plan, when pilot cases are used.
16.4	Proof of <i>impacted rights holders</i> * satisfaction with progress in implementing agreements, when pilot cases are used.
16.5	Timebound agreements for <i>remedy of harm</i> *, when pilot cases are used.
16.6	Annual publication of monitoring summaries when pilot cases are used.
16.7	Use of pilot case results to update <i>harm</i> * assessment methods and other procedures.
17.6	Proof of <i>impacted rights holders</i> * agreement to <i>remedy</i> * activities.
18.6	Documentation of environmental <i>High Conservation Values</i> * <i>harmed</i> * that require specific consideration for <i>remedy</i> *.
19.5	Documentation of social <i>HCVs</i> * that were <i>harmed</i> * and require specific consideration for <i>remedy</i> *.
23.7	Confirmation of the scope of the <i>corporate group</i> *.
23.8	Verification that the <i>Core Dialogue Group</i> * has reviewed the Concept Note.

4. Requirements to be verified in the Remedy Plan approval phase (Chapter 3)

Core requirements

23.1	Concept Note had been verified.
24.2, 24.3	Inclusion in Remedy Plans of required content for Concept Notes (including but not limited to the requirements of 17.4, 18.3, 18.4, and 21.1), and of additional content and outcomes required for Remedy Plan.
24.4	Proof of <i>consultation</i> * of the Remedy Plan with experts and <i>affected stakeholders</i> *
24.5	Proof of agreements with <i>impacted rights holders</i> * for the <i>remedy</i> * activities.
25.1	Verification of targets, goals, and objectives of the Remedy Plan.
25.2	Expert <i>peer review</i> * of Remedy Plan.
25.3	Verification of <i>FPIC</i> *-based processes.
25.4	<i>Rights holder</i> * approval of Remedy Plan.
25.5	Consideration of <i>consultation</i> * results.
25.9	Verification of any changes to the Remedy Plan.

Additional requirements

24.7	Use of Remedy Plan dialogue processes for all <i>remedy</i> * sites.
24.8	Proof of <i>consultation</i> * with <i>independent experts</i> *, <i>interested stakeholders</i> * and <i>affected stakeholders</i> * and how that feedback was used.
24.9	Proof of submission of the Remedy Plan to the <i>Core Dialogue Group</i> * and revision of the plan to address feedback.

5. Requirements to be verified in the Initial Implementation Threshold/Association Threshold* phase (Chapter 3)

Core requirements

26.1	Proof of implementation of the Remedy Plan.
29.1	Proof of signed agreements with <i>impacted rights holders</i> *, and proof of <i>impacted rights holder</i> *s satisfaction of implementation.
29.3	Verification of <i>The Organization</i> * or <i>corporate group</i> *s monitoring reports.
30.1	Verification of <i>Initial Implementation Threshold</i> * or <i>Association Threshold</i> *, and of other indicators.
29.2, 31.3	Annual monitoring of the Remedy Plan until it is fully implemented.

Additional requirements

26.3	Review and approval of revisions to the Remedy Plan.
26.4	Proof of policies and procedures for implementing the Remedy Plan.

29.5 *Third Party Verifier** consideration of full reports from annual *independent** monitoring of Policy for Association conformity.

30.7 Verification of working methodologies for assessment and *remedy of harm** and dialogue processes in place, and verification that *priority activities** have been completed.

6. Requirements to be verified in the full implementation phase (Chapter 3)

Core requirements

32.1 Verification of full implementation of the Remedy Plan, considering: Remedy Plan outcomes, targets, and indicators (see 17.4, 18.3, 18.4, 21.1, 24.2, 24.3); monitoring results (see 29.2 and 29.3); and *consultation** results (see 26.2 and 29.1).

Additional requirements

32.3 Use of participatory appraisal involving *impacted rights holders** and *Core Dialogue Group(s)**, to assess whether *remedy** has been sufficiently implemented to address the *harm** caused, and verification of *Core Dialogue Groups** agreement that full implementation has occurred.

26.3 Review and approval of revisions to the Remedy Plan.

7. Communications and website requirements (Chapter 3)

Core requirements

33.1 Verification of commitment to feature website links in public communications.

34.2 Verification of presence of *publicly available** information.

Additional requirements

34.4 Verification of presence of *publicly available** information

8. Requirements to be verified in the case of stopping and restarting a *remedy** process (Chapter 3)

Core requirements

27.3 Verification if *The Organization** or *corporate group** can re-start the *remedy** process.

27.4 Verification of changes to the Remedy Plan.

27.5 Verification of re-starting *remedy** after a *force majeure**.

9. Supplementary verification points¹

¹ NOTE: The *Third Party Verifier** can add other points for verification if it is determined that further documentation is needed to demonstrate compliance with given *remedy** process according to the FSC Remedy Framework.

ANNEX 2: FOREST TYPE CLASSES²

NOTE: The forest type classes exclude native and exotic plantation forest types and disturbed forest types.

Temperate and Boreal Forest Types

Evergreen needleleaf forest	<i>Natural forest*</i> with > 30% canopy cover, in which the canopy is predominantly (> 75%) needleleaf and evergreen.
Deciduous needleleaf forest	<i>Natural forests*</i> with > 30% canopy cover, in which the canopy is predominantly (> 75%) needleleaf and deciduous.
Mixed broadleaf/needleleaf forest	<i>Natural forest*</i> with > 30% canopy cover, in which the canopy is composed of a more or less even mixture of needleleaf and broadleaf crowns (between 50:50% and 25:75%).
Broadleaf evergreen forest	<i>Natural forests*</i> with > 30% canopy cover, the canopy being > 75% evergreen and broadleaf.
Deciduous broadleaf forest	<i>Natural forests*</i> with > 30% canopy cover, in which > 75% of the canopy is deciduous and broadleaves predominate (> 75% of canopy cover).
Freshwater swamp forest	<i>Natural forests*</i> with > 30% canopy cover, composed of trees with any mixture of leaf type and seasonality, but in which the predominant environmental characteristic is a waterlogged soil.
Sclerophyllous dry forest	<i>Natural forest*</i> with > 30% canopy cover, in which the canopy is mainly composed of sclerophyllous broadleaves and is > 75% evergreen.
Disturbed natural forest	Any forest type above that has in its interior significant areas of disturbance by people, including clearing, felling for wood extraction, anthropogenic fires, road construction, etc.
Sparse trees and parkland	<i>Natural forests*</i> in which the tree canopy cover is between 10-30%, such as in the steppe regions of the world. Trees of any type (e.g., needleleaf, broadleaf, palms).

Tropical/Subtropical Forest Types

Lowland evergreen broadleaf rain forest	<i>Natural forests*</i> with > 30% canopy cover, below 1200m altitude that display little or no seasonality, the canopy being >75% evergreen broadleaf. Includes other types of <i>ecosystems*</i> like salt marshes, spit forests, bamboo forests, palm tree forests.
Lower montane forest	<i>Natural forests*</i> with > 30% canopy cover, between 1200-1800m altitude, with any seasonality regime and leaf type mixture.
Upper montane forest	<i>Natural forests*</i> with > 30% canopy cover, above 1800m altitude, with any seasonality regime and leaf type mixture.
Freshwater swamp forest	<i>Natural forests*</i> with > 30% canopy cover, below 1200m altitude, composed of trees with any mixture of leaf type and seasonality, but in which the predominant environmental characteristic is a waterlogged soil. [including peat]

² Adapted from UNEP-WCMC 2000. *Global Distribution of Current Forests*, United Nations Environment Programme - World Conservation Monitoring Centre (UNEP-WCMC). http://www.unepwcmc.org/forest/global_map.htm or http://www1.biologie.uni-hamburg.de/b-online///afrika/africa_forest/www.unep_wcmc.org/forest/global_map.htm

Semi-evergreen moist broadleaf forest	<i>Natural forests*</i> with > 30% canopy cover, in which between 50-75% of the canopy is evergreen, > 75% are broadleaves, and the trees display seasonality of flowering and fruiting.
Mixed broadleaf/needleleaf forest	<i>Natural forests*</i> with > 30% canopy cover, in which the canopy is composed of a more or less even mixture of needleleaf and broadleaf crowns (between 50:50% and 25:75%).
Needleleaf forest	<i>Natural forest*</i> with > 30% canopy cover, in which the canopy is predominantly (> 75%) needleleaf.
Mangroves	<i>Natural forests*</i> with > 30% canopy cover, composed of species of mangrove tree, generally along coasts in or near brackish or saltwater.
Deciduous/semi-deciduous broadleaf forest	<i>Natural forests*</i> with > 30% canopy cover, in which between 50-100% of the canopy is deciduous and broadleaves predominate (> 75% of canopy cover).
Sclerophyllous dry forest	<i>Natural forests*</i> with > 30% canopy cover, in which the canopy is mainly composed of sclerophyllous broadleaves and is > 75% evergreen.
Thorn forest	<i>Natural forests*</i> with > 30% canopy cover, in which the canopy is mainly composed of deciduous trees with thorns and succulent phanerophytes with thorns may be frequent.
Sparse trees and parkland	<i>Natural forests*</i> in which the tree canopy cover is between 10-30%, such as in the savannah regions of the world. Trees of any type (e.g., needleleaf, broadleaf, palms). The two major zones in which these <i>ecosystems*</i> occur are in the boreal region and in the seasonally dry tropics.

ANNEX 3: SAMPLE INDICATORS FOR CORE REQUIREMENTS

Annex 3 provides a list of possible measurable indicators for monitoring the implementation of the Remedy Plan. Indicators for each Remedy Plan must be developed to suit the situation, so these are proposed as samples and do not have to be utilized for every Remedy Plan.

1. Ecological Indicators for ongoing monitoring of the outcomes of *restoration** or *conservation**

In cases involving *conversion**, a timeframe for monitoring forest succession (short-, medium- and long-term indicators) will have to be established for each biome/forest type and successional status of the converted area, showing the increase over time in the parameters listed (and decrease in weeds/exotics cover and other undesired components), considering the expected recovery level and the *reference models**. Key *ecosystem attributes** for each case shall be addressed. In addition, a minimum set of biotic and abiotic indicators such as those listed below should be monitored.

A. Abiotic indicators

- a) i. Runoff
- a) ii. Soil erosion
- a) iii. Siltation
- a) iv. Water yield
- a) v. Water quality

b. Biotic indicators

- b) i. Tree survival and growth
- b) ii. Forest biomass/carbon
- b) iii. Soil organic matter/carbon
- b) iv. Soil fauna
- b) v. Natural regeneration of native species
- b) vi. Wildlife
- b) vii. *Rare** or *threatened** species
- b) viii. Species richness and diversity
- b) ix. Invasive species

2. Generic Indicators for social *harm**

a. Indicators of *remedy** to ongoing social *harm**:

- a) i. Access and free use of customary lands and legally owned lands
- a) ii. Access to adequate clean water for drinking, bathing and washing
- a) iii. Unimpeded access to public services such as health, education, religious institutions, government offices and markets
- a) iv. *Workers** are paid the minimum wage or better
- a) v. *Workers*** living conditions are adequate and the health and safety of *workers** are not at risk
- a) vi. Measures are taken to halt any identified situations of sexual harassment and discrimination based on gender, marital status, parenthood or sexual orientation
- a) vii. Company security personnel have ceased *human rights** abuses
- a) viii. Policies are implemented to penalize or remove staff who obstruct the Remedy Plan
- a) ix. Release of community spokespeople and *human rights** defenders who have been arrested for protesting activities associated with conversion

b. Indicators of Social Values:

- b) i. Legal and/or *customary rights** to lands and resources recognized
- b) ii. Access to clean water for drinking, bathing and washing
- b) iii. Local food security
- b) iv. Decent hygiene facilities and health conditions
- b) v. Access to public services such as health, education, religious institutions, government offices and markets
- b) vi. Decent living conditions for *workers**, adequate health and safety provisions and payment of minimum wages or above
- b) vii. Absence of *human rights** abuses including harassment or intimidation of *workers**, community members and *human rights** defenders

c. Indicators of social *restitution actions:**

- c) i. *Restitution** of legal or customary lands taken without *Free, Prior and Informed Consent**
- c) ii. *Restoration** of local food security through measures to allow self-provisioning, income generation and enterprises, and access to markets
- c) iii. *Restoration** of supplies of adequate clean water for people, livestock and farming
- c) iv. *Restoration** of ecological services and *habitats** crucial to livelihoods
- c) v. *Restoration** of sites of special cultural, ecological, economic, religious or spiritual value
- c) vi. *Remedy** and compensation for all identified losses and damages to properties, farmlands, sources of livelihood, local enterprises and community infrastructure
- c) vii. Establishment of fair employment practices in terms of wages, conditions, health and safety, and elimination of discriminatory practices
- c) viii. Correction of operational and company security practices to: *respect** *human rights**; prevent harassment and intimidation and; provide access to meaningful *grievance** procedures
- c) ix. Adoption of measures to ensure future management operations adhere to *FPIC** and participation requirements

d. Indicators of engagement with *stakeholders:**

- d) i. *Impacted rights holders** have agreed how they should be represented in meetings
- d) ii. Minutes and participant lists of meetings with *impacted rights holders**
- d) iii. Minutes and participant lists of meetings with *affected stakeholders**; *interested stakeholders** and experts
- d) iv. Records of participant evaluations of engagement processes

e. Indicators of outcomes of engagement:

- e) i. *FPIC** agreements with *affected rights holders** showing they have accepted the Remedy Plan
- e) ii. Remedy Plan has either been amended to address *stakeholders** and experts' concerns, or reasons for not amending the Plan have been documented

ANNEX 4: INDICATORS FOR EVALUATING CONFORMITY WITH THE *POLICY FOR THE ASSOCIATION OF ORGANIZATIONS WITH FSC*

The following indicators are for evaluation of *unacceptable activities** as defined in Part I (Policy Elements) of the FSC-POL-01-004 V2-0 *Policy for the Association of Organizations with FSC*. An affirmation of any indicator is an indication of a violation of the *Policy for the Association of Organizations with FSC*, which requires mitigation, *remedy**, and action to prevent further *harm** and may lead to a *disassociation** from FSC following the FSC-PRO-01-009 *Processing FSC Policy for Association Complaints Procedure*.

A. *Illegal logging** or the trade in illegal wood or forest products

- a) i. The *corporate group** cannot demonstrate the legal status of operations, *tenure** of the *management unit(s)** in which logging took place or from which the wood was sourced (in the case of trade).
- a) ii. Corroborated evidence showing the *corporate group** obtained its deed or license to operate on the *management unit(s)** in which the logging took place or from which the wood was sourced (in the case of trade) through corruption, bribery or other unlawful means.
- a) iii. Multiple citations from regulatory agency or otherwise documented and triangulated evidence of employees or subcontractors of the *corporate group** not being in compliance with legal requirements related to the harvesting, production, and/or financial transaction of wood or forest products.
- a) iv. Multiple citations or documented and triangulated evidence of the *corporate group** systematically failing to comply with applicable regulations, codes and laws³, pertaining to the harvest and/or trade in wood or other forest products.
- a) v. Multiple citations of non-compliance with anti-corruption legislation or tax laws by the *corporate group** related to the harvesting or financial trade of wood or forest products. Or corroborated findings of *The Organization** offering or receiving bribes, or any other form of corruption related to the harvesting or financial trade of wood or other forest products.

Part I.1.b: Violation of traditional and *human rights*⁴ in forestry operations

- b) i. The *corporate group** has not published a policy on identifying and *respecting** traditional and *human rights**, does not have an operating *grievance mechanism** compliant with the UN Guiding Principles on Business and *Human Rights*⁵, cannot demonstrate reasonable operation of mitigation and prevention systems to monitor and catch violations of traditional and *human rights**, and documented evidence of violation of traditional or *human rights**.
- b) ii. The *corporate group** has failed to systematically identify communities affected by its forestry operations, indicating to documented evidence of violation of traditional or *human rights**.
- b) iii. The *corporate group** failed to identify (locate, map, and communicate) *rightsholders** of traditional or *human rights** and, indicating documented evidence of violation of traditional or *human rights**.
- b) iv. The *corporate group** failed to implement *FPIC** in operations affecting *affected rights holders** indicating to documented evidence of violation of traditional or *human rights** found.

³ See the Controlled Wood list of applicable laws in FSC-ADV-30-010-01 *Applicable National and Local Laws and Regulations for Controlled Wood for Forest Management Enterprises*.

⁴ See *UNDRIP, UNGP, UDHR, ILO C. 169, and national laws*

⁵ https://www.ohchr.org/Documents/Publications/GuidingPrinciplesBusinessHR_EN.pdf

- b) v. Documented failure to implement *conflict** resolution agreements⁶ or *remedy** agreements for documented and proven violations of traditional and *human rights**.
- b) vi. There is documented evidence that the *corporate group** is violating/has violated any of the *rights** stipulated in the relevant⁷ articles of the UN Declaration on the Rights of Indigenous Peoples or the ILO Convention 169 on Indigenous and Tribal Peoples in the *management unit**.
- b) vii. Documented evidence of gross violations⁸ of *human rights** are perpetrated in forestry operations defined as torture or cruel, inhuman or degrading treatment, causing the disappearance of persons by abduction or murder.
- b) viii. Documented evidence that the *corporate group** has engaged in repeated and systemic harassment, intimidation, suppression or criminalization in forestry operations.

Part I.1.c.: Destruction of *High Conservation Values** (1-6) in forestry operations⁹

- c) i. The *corporate group** is operating in a medium to high biodiverse areas¹⁰, does not have an *HCV** policy in place which is adequately resourced and consistently implemented to prevent the destruction of *High Conservation Values** in its forestry operations. Landcover change maps or other documented evidence of destruction of *HCVs** present.
- c) ii. The *corporate group** has destroyed or failed to protect *High Conservation Values** in forestry operations from destruction. Landcover change maps or other documented evidence of destruction of *HCV** are present.
- c) iii. The *corporate group** is operating in a medium to high biodiverse area, does not have requisite technical experts to identify and protect *HCVs** and has not mapped the *HCVs** in forestry operations.¹¹ Landcover change maps or other documented evidence of destruction of *HCV** values are present.
- c) iv. The *corporate group** has not identified the *community needs** and *cultural values** in forestry operations, failed to protect *community needs** and *cultural values** and corroborated evidence shows destruction or irreparable damage to *community needs** or *cultural values**.
- c) v. The *corporate group** shows systematic disregard for *community needs** or *cultural values**, or multiple serious *grievances* indicate lack of *respect** for *community needs** or *cultural values**. Further, resolution of the *grievances** has failed or there is a fundamental break-down in communication between *The Organization** and the communities preventing a timely resolution.

Part I.1.d: Significant conversion of forests to plantations or non-forest uses

- d) i. The *corporate group** has converted *natural forest** to plantation or non-forest *land use** exceeding the *threshold** for significant conversion.
- d) ii. The *corporate group** has not protected its *management unit** boundaries from *conversion** due to *encroachment**, *illegal logging**, non-permitted agriculture, and non-permitted settlements which in aggregate result in exceeding the *threshold** for significant conversion.
- d) iii. The *corporate group** does not maintain records which demonstrate that the *corporate group** is not involved in significant conversion as described in 1.d.1, does not make such records available to FSC representatives, and independent *land cover** change maps indicate occurrence of significant conversion.

⁶ Agreements must be mutually agreed by a broad cross section of *affected stakeholders** representing all major segments of economy, age, and gender.

⁷ See G. Annex B: Relevant Articles of ILO 169 and UNDRIP in FSC-GUI-30-003 V2.0 EN *FSC Guidelines for The Implementation Of The Right To Free, Prior And Informed Consent (FPIC)*.

⁸ There is not a single, universal definition of "gross violation" of *human rights** but this source provides helpful guidance: <https://www.questia.com/library/journal/1G1-447030755/the-meaning-of-gross-violation-of-human-rights>

⁹ In addition to the definition of *High Conservation Value**, consider any applicable regional or national *HCV** Frameworks, interpretations, or guidance to understand what values are considered *HCV**.

¹⁰ Reference HCV Resource Network, IUCN Key Biodiverse Areas and Red List Ecosystems as high biodiverse regions.

¹¹ This includes failing to protect from destruction which would also implicate *encroachment**, *illegal logging**, non-permitted settlements, non-permitted agriculture into the scope of responsibility of the *management unit**

Part I.1.e: Introduction of genetically modified organisms in forestry operations

- e) i. Documented evidence that the *corporate group** has introduced genetically modified organisms to forestry operations for non-research purposes.

Part I.1.f: Violation of any of the ILO Core Conventions¹²

Freedom of association* and effective recognition of the right to collective bargaining

- f) i. *Workers** are impeded or hindered from establishing or joining worker organizations of their own choosing.
- f) ii. The *corporate group** demonstrates an intolerance for the full freedom of worker organizations to draw up their own constitutions and rules.
- f) iii. The *corporate group** demonstrates a lack of *respect** for or hinders the *rights** of *workers** to engage in lawful activities related to forming, joining or assisting a workers' organization, or the *rights** of *workers**.
- f) iv. The *corporate group** has discriminated against or punished *workers** for engaging in lawful activities related to forming, joining or assisting a worker organization or choosing not to.
- f) v. The *corporate group** has failed to negotiate in good faith¹³ with lawfully established worker organizations and/or worker organizations' duly selected representatives with an aim to reach a collective bargaining agreement.
- f) vi. Where they exist, collective bargaining agreements have been ignored and/or their implementation has been impeded.

Elimination of forced labour with respect to employment and occupation

- f) xiv. The *corporate group** utilizes involuntary employment relationships (e.g., relationships that are not based on mutual consent) or work forced by the threat of penalty
- f) xv. The *corporate group** utilizes forced or compulsory labor practices, including but not limited to:
- physical or sexual violence
 - bonded labor
 - withholding wages, including payment of employment fees and/or payment of deposit to commence employment
 - restriction of mobility or movement
 - retention of passports and identity documents
 - threats of denunciation to relevant authorities.

Abolition of child labour

- f) xvi. Except where permitted by national laws, the *corporate group** employs *workers** below the age of 15, or below the minimum age for light work as stated under national or local laws.
- f) xvii. Persons under the age of 18 are engaged in hazardous or heavy work.

¹² There are 8 conventions that collectively constitute the ILO Core Conventions:

Forced Labor Convention, 1930; Freedom of Association and Protection of the Right to Organize Convention, 1948; Right to Organize and Collective Bargaining Convention, 1949; Equal Remuneration Convention, 1951; Abolition of Forced Labour Convention, 1957; Discrimination (Employment and Occupation) Convention, 1958; Minimum Age Convention, 1973; Worst Forms of Child Labour Convention, 1999.

¹³ ILO has extensive case law defining different interpretations of good faith in different situations. From the Extract of ILO Judgement 2152: "The requirement of good faith dealings is a two-way street. While staff members are under no obligation to assist the administration in any actions the latter may wish to take against them, they do have a duty not to so conduct themselves as to deliberately frustrate normal dealings with their employer. The latter is entitled to assume that the employees will receive and accept written communications sent to them in the normal course of affairs. [...]"

ANNEX 5: REQUIREMENTS FOR CERTIFICATION BODIES

This annex outlines the requirements for certification bodies in cases where *The Organization** is implementing the Remedy Plan.

NOTE: Once *The Organization** has met the *Initial Implementation Threshold** and achieved forest management certification, the verification of the full implementation of the *FSC Remedy Framework* can be done by the *Third Party Verifier** or by the certification body (see the entry for *Third Party Verifier** in the Terms and Definitions).

1. Before the main evaluation, the certification body shall confirm in the FSC Remedy Progress Website page for *The Organization**, that *The Organization** has successfully met the *Initial Implementation Threshold**, including *Initial Environmental Remedy threshold** and *Initial Social Remedy Threshold**.
2. Before the main evaluation, the certification body shall verify that *The Organization** has not been *directly or indirectly** involved in *conversion** in the *management unit** in at least the last five (5) years, except where the conversion affected a very limited portion of the *management unit**, is producing long term *conservation** in the *management unit** and did not damage or threaten *High Conservation Values**, nor any sites or resources necessary to maintain or enhance those *High Conservation Values**. For periods after 31 December 2020, the conversion must also have produced long-term social benefits.
3. Before each evaluation, the certification body shall verify that the *remedy** process has not been suspended by the *Third Party Verifier**.
4. In cases where *The Organization** is implementing the Remedy Plan, the certification body shall include this information, together with the link to the FSC Remedy Progress Website, in the evaluation report and the public summary.
5. If *The Organization** has successfully completed the implementation of the Remedy Plan, the certification body shall include this information in all future versions of the evaluation report and the public summary.

ANNEX 6: ELEMENTS AND STEPS FOR FPIC* PROCESSES

NOTE: This mandatory annex contains excerpts adapted from *FSC-GUI-30-003 FSC Guidelines for the Implementation of the Right to Free, Prior and Informed Consent* which in its entirety shall be considered for developing and conducting *FPIC** processes as required by the *FSC Remedy Framework*. (See Chapter 3, Part 1, Section 4.).

1. The Four Elements of FPIC: Free, Prior and Informed Consent

The four elements of *FPIC** are interdependent, meaning that a decision by an *affected rights holders** to grant, withhold or withdraw consent to a *remedy** activity that affects their legal or *customary rights** is arrived at under the conditions of 'free', 'prior', and 'informed'. Each element is explained in greater detail below.

Free

'Free' refers to a decision-making process that is voluntary and self-directed by the *affected rights holder**. It is a decision unencumbered by coercion, manipulation, or externally imposed timelines that limit or hinder self-government processes. The *affected rights holder** is free to use their preferred methods of engagement (i.e., institutions and representative structures) to indicate their agreement with the proposed engagement and decision-making process. The *affected rights holder** is also made aware of their right to grant, withhold or withdraw their consent to proposed *remedy** activities that affect their legal and/or *customary rights**. *The Organization** or *corporate group** clearly expresses its commitment to obtain consent before undertaking any *remedy** activity where *FPIC** is required

Prior

An important time-based aspect of decision making is introduced by the element 'prior'. It means that a decision is sought far enough in advance of any authorization or commencement of *remedy** activities, at the early stages of *remedy** planning. 'Prior' implies that time is provided for the *affected rights holder** to understand, access, and analyse information on proposed *remedy** activities before any decisions are taken. *The Organization** or *corporate group** seeking consent may not be the same authority that initially granted the land tenure or forest concession. In some regions, the historical use of the lands, territories, and resources may be in dispute, or there may be ongoing negotiations between the state and *affected rights holder**. In these cases, *The Organization** or *corporate group** endeavours to design and implement an engagement process that enables the *affected rights holder** to protect their *rights** under proposed *remedy** activities.

Informed

To be 'informed' refers to the type and format of information provided by *The Organization** or *corporate group** to support the decision-making processes of the *affected rights holder**. With a clear and transparent objective to seek consent, it is vital that *The Organization** or *corporate group** confirm that the information provided is in a form that can be shared and distributed widely among members of the affected group, including those in remote areas, men and women, the young and elderly, and marginalized groups, according to their internal processes. Access to and communication with an *affected rights holder** always happens through their legitimate institutions. Information provided by *The Organization** or *corporate group** to the *affected rights holder** may include:

- 1) information about FSC certification and the FSC system;
- 2) a description of proposed *remedy** activities;
- 3) potential positive and negative social, economic, cultural, environmental, and human rights impacts of *remedy** activities; and

4) an indication of *The Organization's** or *corporate group's** understanding of upholding the collectively held right to grant, modify, withhold or withdraw consent affected by *remedy** activities.

Direct communication (e.g., face-to-face meetings and other innovative, interactive methods) where there are low levels of literacy is useful for delivering relevant and accessible information at locations chosen by the *affected rights holder**. All information is delivered in languages and formats that are acceptable to the legitimate institutions of the *affected rights holder**. If necessary, *The Organization** or *corporate group** may provide support for the *affected rights holder** to access independent legal or technical advice relevant to the proposed *remedy** activities. New information regarding proposed *remedy** activities or the position of the *affected rights holder** on such activities, is shared among the parties as soon as it becomes available and to their mutual satisfaction.

Consent

The final and distinguishing element of *FPIC** is the decision to exercise the right to grant, withhold, or withdraw consent to proposed *remedy** activities that affect legal rights and/or *customary rights**. Consent is not a one-off decision that gives an everlasting social license to *The Organization** or *corporate group**, but part of an iterative process that requires continual monitoring, maintenance, and reaffirmation.

A decision reached through a self-determined process of dialogue and decision making that fulfils the elements of 'free', 'prior' and 'informed' implies that the *affected rights holder** is aware of the option to apply conditions to their decision. These conditions are considered in the context of the entire relevant *remedy** process and are recorded in a culturally appropriate manner according to mutually agreed information-sharing protocols.

Once consent is granted and recorded in a consent agreement (binding agreement) that demonstrates good faith, and a culturally appropriate engagement process was adopted to obtain the decision, it cannot be withdrawn arbitrarily. However, if changes are proposed to *remedy** activities already subject to an agreement, or if new information becomes available, the *affected rights holder** may reconsider their decision to grant or withhold consent.

If the decision to withdraw or withhold consent is based on factors outside the influence of the FSC system, the parties are encouraged to maintain their agreements and address external factors together. Ideally, early discussions include the development of a dispute resolution process (or protocol) that identifies events or circumstances that trigger the use of a dispute resolution mechanism, as well as procedures for withdrawing consent. Otherwise, if the conditions of the original consent decision are met, ongoing consent is implied.

Consent is not the same as engagement or consultation, although these are necessary precursors to achieving consent. It is the expression of rights (e.g., to self-determination, lands, resources, territories, and culture) and may be given or withheld in phases, over specific periods of time, and for distinct phases of *remedy** activities. Therefore, it is possible that consent may be withdrawn for a specific *remedy** activity, but not for the entire agreement.

2. Seven Step FPIC Process

The *FSC Remedy Framework* requires that *FPIC** processes are carried out when *affected rights holders** are present. An *FPIC** process has a minimum of seven steps with various sub-steps (see Box 6 below). Following the *FPIC** process shall not exempt *The Organization** or *corporate group** from conforming with other requirements of the *FSC Remedy Framework*.

Step 1: Identify the *affected rights holders** and their rights through culturally appropriate engagement

- 1.1 Explore regulatory approaches to *FPIC**
- 1.2 Identify *affected rights holders** and their rights
- 1.3 Identify representatives and governance structures
- 1.4 Inform *affected rights holders** of proposed *remedy** activities

- 1.5 Identify claims of legal and/or *customary rights**
- 1.6 Determine willingness to participate in future negotiations on proposed *remedy** activities

Step 2: Prepare for further engagement and agree on scope of the *FPIC process agreement**

- 2.1 Involvement of others in the engagement process
- 2.2 Establish a structure with trained personnel and resources
- 2.3 Develop appropriate communication and information strategies
- 2.4 Engage with *affected rights holders** and develop a Process Agreement
- 2.5 Further define *remedy** activities likely to *affect rights holder**

Step 3: Participatory mapping and assessments

- 3.1 Ensure sufficient community capacity for mapping and assessments
- 3.2 Co-design a participatory mapping process
- 3.3 Discuss disputes between *affected rights holders**
- 3.4 Engage in participatory impact assessments

Step 4: Inform *affected rights holders**

- 4.1 Proposed *remedy** activities are revised, and the *affected rights holder** is informed
- 4.2 The *affected rights holders** decides on further negotiations

Step 5: Prepare for *affected rights holder deliberations on the *FPIC** agreement**

- 5.1 Determine the readiness of all parties to enter negotiations
- 5.2 Negotiate *remedy** activities
- 5.3 Establish arrangements for resolving disputes
- 5.4 Set up a participatory monitoring process
- 5.5 The *affected rights holder** adopts a decision regarding proposed *remedy** activities

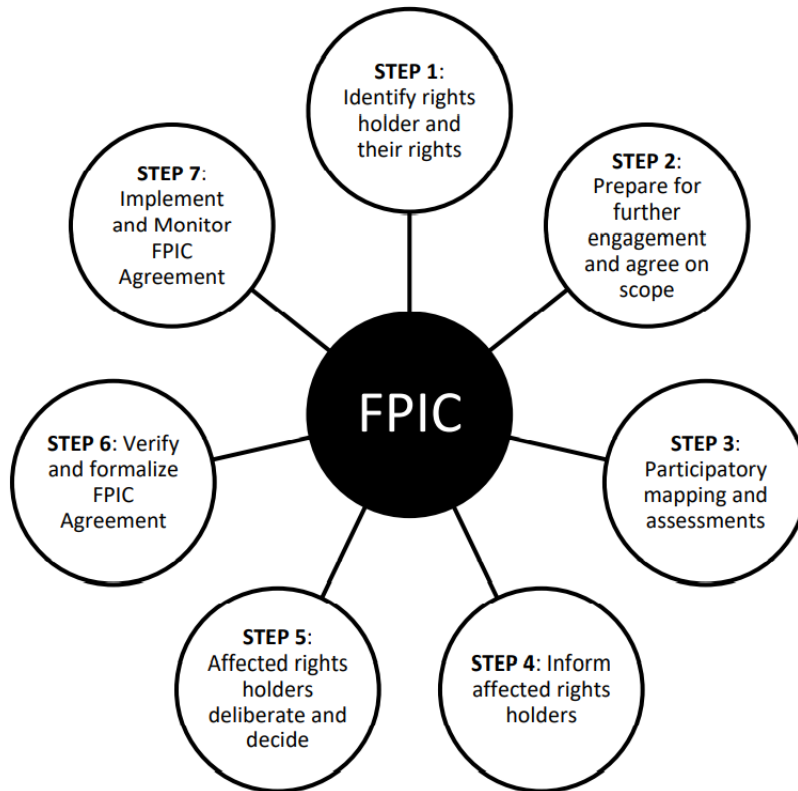
Step 6: Verify and formalize the *FPIC* agreement

- 6.1 Use a third-party verification mechanism
- 6.2 Formalize the *FPIC** Agreement

Step 7: Implement and monitor the *FPIC agreement**

- 7.1 Implement and jointly monitor the *FPIC** agreement

Box 6: The 7-Step FPIC Process





FSC International – Performance and Standards Unit

Adenauerallee 134

53113 Bonn

Germany

Phone: +49 -(0)228 -36766 -0

Fax: +49 -(0)228 -36766 -65

Email: psu@fsc.org