



Title: Expression of Interest (EOI)

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Proposals due by: 28 February 2025

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TABLE OF CONTENTS

Background Information	5
About FSC	5
Key Facts About FSC International	5
About This Project	6
Purpose and Outputs	6
Scope of Work	7
Deliverables	7
Proposal Requirements	10
How to Submit	10
EOI Criteria and Process Steps	11
EOI Timeline	12
Terms and Conditions	13
1. EOI Amendment	15
2. Submission of Proposal	15
3. Clarifications or Further Information Regarding the EOI	15
4. Late or Non-Compliant Proposals	15
5. Rejection of Proposals, Waiver of Informalities or Irregularities, Negotiations	15
6. Vendor's Cost to Develop the Proposal	16
7. Withdrawal and/or Amendment of Proposal	16
8. Revisions of Proposal	16
9. FSC's clarification	16
10. Proposal Validity Period	16
12. Ownership of the Proposal Documents	16
13. Confidentiality	17
14. Privacy Statement	17
Annexes	17

BACKGROUND INFORMATION

About FSC

FSC is a non-profit membership organization that provides a certification tool to enable sustainable management of forests. Currently, over 200 million hectares of forests worldwide are certified to FSC standards. It is widely regarded as the most rigorous forest certification system among NGOs, consumers, and businesses alike to maintain healthy and resilient forests. FSC's responsible forestry standard is a proven solution to tackle today's deforestation, climate, and biodiversity challenges. The standard is based on ten core principles and is linked to strict chain of custody and forest management certifications.

Found on millions of forest-based products around the world, FSC's "check tree" label verifies sustainable sourcing from forest to consumer. Choosing FSC helps to preserve forests, wildlife and clean water and supports the Indigenous Peoples, forest workers and communities who depend on them. www.fsc.org.

<u>FSC Mission</u>: Our mission is to promote environmentally appropriate, socially beneficial, and economically viable management of the world's forests.

<u>FSC Vision</u>: The true value of forests is recognized and fully incorporated into society worldwide. FSC is the leading catalyst and defining force for improved forest management and market transformation, shifting the global forest trend toward sustainable use, conservation, restoration, and respect for all.

Key Facts About FSC International

- FSC Group is composed of the mother organization, based in Mexico and its three wholly owned subsidiaries based in Germany.
- Head office in Bonn/Germany includes one non-profit entity (FSC International Center gGmbH) and two for-profit entities (FSC Global Development GmbH and ASI-Assurance Services International GmbH)
- 200 employees worldwide active in over 40 countries with certificates in over 120 markets
- <u>Trusted by NGOs.</u> FSC is uniquely supported by the world's most trusted environmental organizations, such as <u>WWF</u>, <u>Rainforest Alliance</u>, <u>Sierra Club</u>, <u>National Wildlife Foundation</u> and more. It is also the only forest-based certification scheme which is a member <u>ISEAL Alliance</u>, the global association for social and environmental standards systems.
- <u>Trusted by consumers:</u> FSC is the most recognized forest certification label with 54 per cent of global consumers expressing high levels of trust in FSC's role to protect forests.

- <u>Trusted by the private sector:</u> FSC is the preferred certification scheme for many companies worldwide and is the most used by members of the Fortune 500. FSC is preferred by major brands like IKEA, H&M, McDonald's, and Tetra Pak, and FSC has over 50,000 chain of custody certificate holders, more than any other forest-based certification scheme.
- <u>Fundamentally balanced:</u> FSC is the pioneer of a multi-stakeholder governance system that gives equal weight to economic, environmental, and social chambers – an approach respected by many NGOs as the gold standard.

ABOUT THIS PROJECT

Background: In 2023, FSC introduced new major changes to the system by publishing Policy to Address Conversion and FSC Remedy Framework. With these changes, FSC demonstrates its contributions to global commitments to end deforestation and to advance the restoration of lost environmental values and the restitution of social harms.

> The Policy to Address Conversion strengthens FSC's fundamental principles on conversion of natural forests and High Conservation Value areas while providing avenues to remedy and compensate for social and environmental harms caused by past conversion. Moreover, the policy strengths FSC's commitment to end deforestation by establishing a new conversion cut-off date where land converted after 31 December 2020 is not eligible for certification. This policy has now been published and can be accessed here.

> These changes pave a route by which millions of hectares of forests converted between 1 December 1994 and before 31 December 2020 can be restored and then become managed in a responsible manner according to the FSC Principles and Criteria and ultimately FSC-certified. With this, FSC becomes more relevant in the restoration space as a tool that provides market incentives to restore deforested and degraded land.

FSC has also now published a set of requirements for remedying past social and environmental harms: the FSC Remedy Framework. Through the Remedy Framework, FSC is at the forefront of creating a route for non-judicial access to remedy in the forestry sector; encouraging restoration and social remedy. The FSC Remedy Framework FSC-PRO-01-007 defines permanent and effective measures required for remedying past social and environmental harm caused by unacceptable activities as stipulated by the Policy for

Association, version 2, or by conversion between 1 December 1994 and 31 December 2020 as stipulated by the Policy to Address Conversion. The FSC Remedy Framework FSC-PRO-01-004 defines the measures based on Policy for Association version 3, which is effective for all harms caused from 1 January 2023 onward.

The unacceptable activities as defined in Policy for Association version 3:

- a) Illegal harvesting or illegal trade * in forest products *
- b) Violation of customary* or human rights* within the forestry or forest products sector*
- c) Violation of workers' rights* and principles defined in the International Labour Organization (ILO) Declaration on Fundamental Principles and Rights at Work within the forestry or forest products sector*
- d) Destruction of High Conservation Values* (HCVs) in forests or High Conservation Value areas*
- e) Conversion of natural forest cover*
- f) Use of genetically modified* organisms in forestry operations for any other purposes than research.

The FSC Remedy Frameworks require independent assessments of stakeholders and rights holders as well as social and in some cases also environmental harm. Qualifications of these assessors are to be checked by FSC before commencing any assessments. In addition, FSC has decided to directly contract first assessments to gain learnings for further development of the working model under the Remedy Framework.

Independence of assessors is reviewed case by case and in general means that there should not be any congruent financial, corporal, familiar etc relationship between the company and the assessor, nor in the immediate past or planned for the immediate future. For example, the same party may not act as Independent Assessor and as a Third Party Verifier for the same remedy process.

This request for expression of interest is part of the introduction of the FSC Remedy Framework implementation measures. FSC aims to generate a list of assessors and their qualifications to be used for requests for proposal for remedy cases. It should be noted that any initiation and timing of remedy processes and related independent assessments rests with the companies. The Remedy Frameworks became effective 1 July 2023. FSC has received requests

for remedy processes from potential remedy clients in different regions across the world.

Purpose and Outputs

Purpose: To identify potential qualified service providers to conduct independent

assessments of social and/or environmental harm caused in line with FSC

Remedy Frameworks.

Outputs: List of qualified and interested service providers with defined geographical and

expertise areas for future RFP rounds for independent assessments related to

organizations seeking to associate with FSC and/or to certify land converted

before 2021.

Following the EOI, no commitment of any kind, contractual or otherwise, will exist. The EOI is a technical and quality assessment to create pre-qualified consultants list. The criteria FSC will use for the assessment are contained under Proposal Requirements, Vendor Qualifications section in this document. Consultants successfully appointed to the pre-qualified consultant list will be invited to submit offers against future specific request for proposal which FSC will issue at different points in time subject to programme requirements.

All prospective consultants that submit an expression of interest will be notified of the outcome of the process. It is envisaged that the new pre-qualified consultants list formed following this EOI will remain valid for three years. When issuing invitations to tender to the pre-qualified consultant list, FSC is under no obligation to issue contracts to any supplier. FSC retains the right to amend the consultants on the pre-qualified consultant list at any time.

SCOPE OF WORK

Required Tasks	1) Identification of stakeholders and rights holders in cases of unacceptable activities or conversion
	2)Assessment of social harm caused by unacceptable activities or conversion
	3) Assessment of environmental harm cause by unacceptable activities or conversion
	4) Prioritization of issues for remedy of harm
Location of Work	Primary location: N/A
	Additional locations (if applicable): N/A
	Required time on-site (FSC Bonn office): N/A
Sub-Contractors (If Applicable)	All planned use of subcontracts is to be declared in the material submitted

DELIVERABLES

Deliverable Name	Description	Date Due
NOTE:	The below descriptions of deliverables are related to the general requirements for independent assessments. The definitions for the terms with asterisks and further explanation of the process are available in the <u>FSC Remedy Framework</u> .	
Identification of parties	An Independent Assessor* shall identify the affected stakeholders* and impacted rights holders*. The identified affected stakeholders* that have suffered harm* shall be spatially mapped and the nature of the harm* identified. FPIC*-based processes shall be properly implemented with affected rights holders* during the identification of parties and recommend actions for correction.	Case by case

Social baseline assessment

A Social Baseline Assessment shall be conducted by an *Independent Assessor**, using *best available information**, in *consultation** with *affected stakeholders** to determine the presence of *social harm** associated with *unacceptable activities**.

Case by case

In the *impact areas**, the Social Baseline Assessment shall assess the *past** existence – at the time immediately before commencement of the *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.

For each of the aspects assessed, the Social Baseline Assessment shall assess the following in the *impact areas**:

- a. The impact of the *unacceptable activities** and the *harm** caused;
- b. Any *remedy** activities that have already taken place and their effects:
- c. The current state: and
- d. Any outstanding or continuing unremedied harm*.

Using the information gathered, the Social Baseline Assessment shall consider the map of the *impact areas** of the *unacceptable activities** and the *stakeholder** spatial mapping to ensure that all relevant areas, *harm**, *affected stakeholders** and *impacted rights holders** have been identified and included.

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**.

Environmental baseline assessment

An Environmental Baseline Assessment shall be conducted by an *Independent Assessor** in consultation with *interested stakeholders** and *affected stakeholders**.

Case by case

The *Independent Assessor** shall use *best available information** and expert knowledge to determine environmental aspects associated with the *unacceptable activities** and any *harm** caused to these aspects.

The Environmental Baseline Assessment shall include:

The condition of the *impact area** at the time immediately before commencement of the *unacceptable activities**, including the:

- i. Forest type according to national forest classifications 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*. The current condition of the *impact areas** subject to *unacceptable* activities*, including but not limited to: iv. Land cover* and land use* by area and management classification; v. Identified areas with potential for restoration* and/or conservation*; vi. Remaining natural ecosystems* considering ecosystem* condition, use status, biodiversity, ecosystem attributes*, environmental values*, successional phase, degradation*, and degradation* drivers; vii. Landscape* context, including habitat* fragmentation levels within the vicinity of the impact area*; and viii. 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. The environmental harm* caused by 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. Harms, environmental and social, stemming from unacceptable Prioritization of issues Case by activities with clear and convincing evidence or social harms stemming for remedy of harm* case from conversion for remedy of harm* shall be identified by an Independent Assessor*, in consultation* with affected stakeholders* and independent experts*. 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*.

PROPOSAL REQUIREMENTS

Please ensure your proposal includes all of the following

Cover Letter	Please include a cover letter including your contact information and signed by a	
	duly constituted offici	al legally authorized to bind the vendor to both its EOI
	submission and all the	particulars of that submission.
Outline of	A general overview of	the methodology for independent assessments.
methodology		
Vendor	Company	Please describe your company's background and expertise
Qualifications	background and	with the relevant area. Clarify which unacceptable
	expertise	activities and type of harm expertise is focused on.
		Independent assessments required following expertise
		which should be included in the expression of interest
		(Note: Not all expertise is required in all cases, please
		indicate clearly your specific areas of expertise):
		Stakeholder mapping , Stakeholder consultation,
		Participatory processes, Human and customary rights,
		Land tenure rights, FPIC rights, HCV assessment, Forest
		management, Workers' rights, GIS mapping and analysis,
		GE technology in forestry, Regional and cultural expertise
		including language skills.
	Client references	Please provide (3 to 5)
	Description of similar	Please provide, if available.
	past assignments	
	People involved and	Please provide a list of who will work on the assignment
	qualifications	and in what capacities, their area of expertise, including
		job titles and CVs, where available.
Acceptance of	By providing the offer	the vendor accepts FSC's EOI Terms and Conditions
Terms and	provided below.	
Conditions		
Format	Please submit docume	ents in PDF form.

HOW TO SUBMIT

Please submit all materials via email to remedy@fsc.org

EOI CRITERIA AND PROCESS STEPS

The following criteria will be used to evaluate vendors, in descending order of importance:

Criterion	Description
Quality of methodology	The successful EOI will describe recognized methodologies for the identification of parties, social baseline assessment, environmental baseline assessment and prioritization of issues for remedy of harm. The successful proposal will describe a methodology that aligns well with regional and cultural area of interest.
Expertise of vendor	The ideal consultant will have significant prior experience consulting with stakeholders. Expertise in selected unacceptable activities, type of harm, and geographical area. The successful vendor will display the skills necessary for working with clients.

Description of the EOI Process steps

Step	Description
Deadline for questions	Please submit all questions you have in preparing your proposal to remedy@fsc.org by this day.
Deadline for FSC to answer questions	FSC will respond (via email or call) to all questions received by each vendor. Alternatively, according to its discretion and depending on the vendor feedback received, FSC may elect to hold a conference call with all candidates in which vendors are given pseudonyms and responses to questions (the askers of which would, again, be kept anonymous) are discussed in an open conversation.
Closing date for EOI submission	All EOI's must be received by this time. Late EOI's will be accepted only at FSC's discretion.
Proposal evaluation and shortlisting	FSC will evaluate EOI based on criteria such as team composition and skills, experience and relevant references, approach/methodology.

Individual interviews with shortlisted candidates	Selected vendors will be invited either to FSC's offices to meet with key staff or to a conference call to present their methodology and qualifications and answer questions on the proposed approach.
Notification of final selection	FSC will notify all vendors as to the result of the selection process.

ANNEXES

Please find the following supplemental documents attached:

Document name	Description
FSC Remedy Frameworks	The procedure defining the remedy processes and the role and content of independent assessments.
Policy for Association, <u>V2</u> and <u>V3</u>	Policies that define unacceptable activities that have caused the harm assessed in independent assessments, and the scope of the application within the corporate group.
Policy to Address Conversion	Policy that defines FSC's approach to address past and future conversion of forests and High Conservation Areas, stipulating the timeframe and type of conversion that falls under remedy requirements and consequently will become eligible for certification.

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

EOI TIMELINE

All deadlines end at 23:59 Bonn time (Central European Time).

Date	Event
29.01.2025	Request issued
28.02.2025	Closing date for EOI submission
07.03.2025	EOI evaluation and shortlisting
14.03.2025	Notification of final selection

TERMS AND CONDITIONS

1. EOI Amendment

FSC reserves the right to amend, cancel or re-issue the EOI at any time.

2. Submission of Proposal

Proposal must be submitted in the English language on the requirements specified in this EOI. Vendors must provide all requisite information under this EOI and clearly and concisely respond to all points set out in this EOI.

3. Clarifications or Further Information Regarding the EOI

FSC will only respond to questions in writing (including via email). Any question and answer will also be provided to any other vendor to ensure all vendors are provided with the same information upon which the vendors could base their adjusted proposal.

4. Late or Non-Compliant Proposals

FSC will not be obligated to consider any proposal submitted later than the closing date or not completed fully in accordance with the requirements specified in this EOI.

5. Rejection of Proposals, Waiver of Informalities or Irregularities, Negotiations

- a. FSC reserves the right to reject any or all proposals, to waive any minor informalities or irregularities contained in any proposal, and to accept any proposal deemed to be in the best interest of the organization.
- b. FSC reserves the right to negotiate and award only a portion of the requirements; to negotiate and award separate or multiple contracts for the elements covered by this EOI in

any combination it may deem appropriate, at its sole discretion to add new considerations, information or requirements at any stage of the procurement process, including during negotiations with vendors.

6. Vendor's Cost to Develop the Proposal

Each vendor will meet its own costs associated with the preparation and demonstration of its proposal and any negotiations.

7. Withdrawal and/or Amendment of Proposal

Proposals may be withdrawn or amended at any time before the contract award, provided notification is received in writing.

8. Revisions of Proposal

Once the proposal has been received and the closing date for submission passed, FSC may decide not to accept further commercial or legal revisions which constitute a change to the original proposal submitted by the vendor in response to the EOI.

9. FSC's clarification

FSC may, at any time, request from any vendor clarification of its proposal as well as additional information about any aspect of its proposal. FSC is not required to request the same clarification or information from each vendor. The vendor must provide the clarification or additional information in the format requested. The vendor will endeavor to respond to requests in a timely manner. FSC may take such clarification or additional information into account in evaluating the proposal. Where the vendor fails to respond adequately or within a reasonable time to a request for clarification or additional information, FSC may cease evaluating the vendor's proposal and may eliminate the proposal from the EOI process.

10. Proposal Validity Period

This EOI contains no contractual proposal of any kind. Any proposal submitted will be regarded as a proposal by the vendor and not as an acceptance by the vendor of any proposal by FSC. Submission of the proposal will signify the vendor's agreement that its proposal and the content thereof are valid for (3) months following the closing date for submission and will become part of the contract that may be proposed by FSC to the awarded vendor.

11. Ownership of the Proposal Documents

In consideration of FSC undertaking to give fair consideration and to consider the vendor's proposal received, but for no other consideration, all proposal documents submitted in response

to the EOI shall become the property of FSC which may use such information including the copyright of same for the proposal evaluation purpose. Notwithstanding the above and without prejudice to anything agreed in any subsequent contract, ownership of the intellectual property in the information contained in the proposal document shall remain unchanged.

12. Confidentiality

- a. Each vendor will take reasonable steps to protect information related to the FSC activities, whose access is subject to restriction ("Confidential Information") and will not disclose Confidential Information to a third party without the prior written consent by FSC.
- b. The EOI or any part thereof, and all copies thereof must be returned to FSC upon request. It is understood that this EOI is confidential and proprietary to FSC, contains privileged information, part of which maybe copyrighted and is communication to and received by vendors on the condition that no part thereof or any information concerning it may be copied or exhibited to others without the prior written consent of FSC except that vendors may exhibit the specifications to prospective subcontractors for the sole purpose of obtaining offers from them.
- c. The confidentiality obligation stays effective for two (2) years following the receipt of these EOI Terms and Conditions.

13. Privacy Statement

Privacy Statement is provided below for your information. Please read it carefully.

Privacy Statement EOI Process

Introduction:

Thank you for your interest in participating in the Request for Proposals Procedure (hereinafter "EOI Process"). We at FSC Global Development GmbH ("FSC GD", or "FSC") respect your privacy and want you to understand how we collect, use, and share business and/or personal data about you in compliance with applicable data protection laws in relation to the processing for the EOI Process.

This Privacy Statement covers our data collection practices and describes your rights to access, correct, or restrict our use of your business and/or personal data. Except where we provide you a link to a different privacy statement or reference to other privacy documentation, this Privacy Statement applies when you provide data for EOI Process.

1. EOI Process Description

EOI Process is the process of collecting proposals for procuring various services or goods at FSC GD. The details and EOI Process Terms & Conditions can be found in the Request For Proposals document provided together with this Privacy Statement. The aim of the EOI Process is to facilitate the selection process of the vendors for the provision of services and goods for FSC, while creating a better value for money, establishing good governance measures and achieving quality improvements in the services FSC commissions (hereinafter "Purpose").

FSC GD act as 'controller' of the data you provide.

2. What Personal Data We Collect

For the EOI Process, we need to collect and/or store some business and/or personal data, which can include the following:

- Full name (title, first name, middle name, last name)
- Company name
- Contact details, incl. address, email, phone number
- Company background and activities
- Outline of approach for the EOI Process
- Company staff names, titles and its qualifications (for the EOI Process)
- Description of past work projects
- Communication with FSC

3. How We Collect Your Personal Data

We process business and/or personal data provided to us directly by you by submitting the proposal for the EOI Process or in the follow-up communication. By submitting the Request for Proposals, you

are informed that your personal data is processed in accordance with Art. 6 para 1 lit. f GDPR to process your business and/or personal data for the purposes indicated in this privacy statement.

If the personal data you provided needs to be corrected, please, indicate the changes by sending the email to <u>procurement_tenders@fsc.org</u>.

4. How We Use Your Personal Data

We are not using your business and/or personal data for anything else beyond the EOI Process or the processing described in this Privacy Statement.

The data that you provide will be accessible and will be processed by the authorized FSC Staff (including the employees and consultants of FSC GD, and, where applicable and if specified in the Request for Proposal document, the employees and consultants of FSC International Center gGmbH), in order to evaluate and select the vendor following the EOI Process.

5. Who We Share Your Personal Data With

All personal data we process for the Purpose of this Privacy Statement is processed by FSC staff for the purposes described above in section 1.

If the personal data that we collect from you needs to be transferred to, and processed by a processor based outside of the European Economic Area (EEA), we will take steps, such as including contractual clauses into our contracts with such processors or controllers, that would ensure that your personal data is safe and treated securely and in accordance with this Privacy Statement. Other than that, we do not share the personal data with other third parties, unless described in this Privacy Statement or is required to do so by law.

6. How Long We Keep Your Personal Data

We will keep your data for 2 years following the submission of the proposal in the EOI Process. Upon your request, we provide you with information about the personal data we hold about you. Furthermore, upon request we rectify or delete your personal data, as far as no statutory storage requirements apply. For details on your rights, please see the respective section below.

7. Security

We are committed to ensuring the privacy of your personal data. In order to prevent unauthorized access or disclosure, we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the personal data we collect online.

8. Your Rights

We would like to make sure you are fully aware of all your data protection rights. You are entitled to the following:

The right to access enables you to receive information on whether we process your personal data as well as a copy of the personal data we process about you.

The right to rectification enables you to have any incomplete or inaccurate personal data we hold about you corrected, though we may need to verify the accuracy of the new personal data you provide to us.

The right to erasure enables you to ask us to delete or remove personal data where there is not a good reason or legitimate interest for us to continue to process it.

The right to restrict processing enables you to ask us to suspend the processing of your personal data under specific circumstances.

The right to data portability enables you to request that we provide you or a third party of your choosing with the personal data which you have provided to us (in a structured, commonly used, machine-readable format).

The right to object enables you to object to our processing of your personal data where we rely on our legitimate interest as legal basis. In some cases, we may demonstrate that we have compelling legitimate grounds to process your personal data which override your rights and freedoms.

The right to make a complaint to the competent data protection authority. We would, however, appreciate the chance to deal with your concerns so if you have any questions or concerns regarding our processing of your personal data please contact us at privacy@fsc.org.

If you would like to exercise one of your data protection rights, please do not hesitate to contact us at <u>privacy@fsc.org</u> or our Data Protection Officer at the contact details set out below.

9. How to Contact Us

If you have questions about this Privacy Statement, the personal data we hold on you, or you would like to exercise one of your data protection rights, please do not hesitate to contact us:

Email us at: privacy@fsc.org

Postal Address and further company details:

FSC Global Development GmbH,

Adenauerallee 134, 53113 Bonn, Germany

Phone: 0049 (0) 228 36766 0

Fax: 0049 (0) 228 36766 30

Managing Directors: Dr. Subhra Bhattacharjee and Marion Barriskell

Commercial register: Bonn HRB 15990

VAT-Ident-No: DE258067376

If you have a complaint about our use of your personal data, please contact our Data Protection Officer to address your complaint:

Scheja & Partner Rechtsanwälte

Mr. Boris Reibach

Adenauerallee 136, 53113 Bonn

Tel.: +49 (0) 228-227 226-0

Fax: +49 (0) 228-227 226-26

E-mail: info@scheja-partner.de

Contact form: http://www.scheja-partner.de/kontakt/kontakt.html

Website: <u>www.scheja-partner.de</u>

10. Changes to our Privacy Statement

We reserve the right to unilaterally change this Privacy Statement from time to time to ensure that it complies with current legal requirements or to implement changes to our Services in the Privacy Statement, for example, when introducing new services. In this case FSC GD will send a notification regarding any changes to your email address which is known to FSC GD.

This Privacy Statement was last updated on 21 April 2022.



FSC International

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Email: procurement_tenders@fsc.org