

Template: Outsourcing Agreement

Introduction

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

PEFC Chain of Custody Outsourcing Agreement between [certified company] and [uncertified company] [date]

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

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

Now [*certified company*] and [*uncertified company*] agree to the following:

Article 1: Physical separation of products

- 1.1) For deliveries of material/products explicitly specified by [*certified company*] as being covered by the scope of this agreement, (hereafter “said products”), [*uncertified company*] ensures to store and process said products physically separated from any other material/products throughout the complete storage and production process.
- 1.2) [*uncertified company*] confirms to [*certified company*] in writing for every individual delivery of said products before arrival of said products on [*uncertified company*]'s site, that said products will be stored and processed in compliance with this agreement.

Article 2: Labelling of products

- 2.1) For the PEFC labelling of said products [*certified company*] provides [*uncertified company*] with graphic files of the PEFC trademarks and/or labels with [*certified company*]'s PEFC licence number (hereafter “said label”). [*certified company*] authorises [*uncertified company*] to label said products with said label on [*certified company*]'s behalf. [*uncertified company*] ensures not to use said label on any other products and without the explicit authorisation of [*certified company*].
- 2.2) Before said products are labelled by [*uncertified company*] with said label, [*certified company*] shall approve the final artwork design depicting said label on said products. The responsibility for the use of said label by [*uncertified company*] in accordance with [PEFC ST 2001:2020](#), PEFC Trademarks Rules - Requirements, remains with [*certified company*].

- 2.3) In case of use of said label by *[uncertified company]*, or its personnel, without explicit authorisation by *[certified company]*, *[uncertified company]* will fully indemnify *[certified company]* for liabilities arising from the unauthorised use of said label. This arrangement remains in effect after cancellation of this outsourcing agreement by either party.
- 2.4) Upon request by *[certified company]* or upon cancellation of this agreement by either party, the authorisation of labelling given to *[uncertified company]* by *[certified company]* will end and *[uncertified company]* will immediately and permanently delete all digital copies of said label in its possession.

Article 3: Verification

- 3.1) *[uncertified company]* provides *[certified company]* with information demonstrating how it is assured that said products are physically separated and not mixed with any other materials.
- 3.2) *[uncertified company]* authorises *[certified company]*, and the certification body that has issued *[certified company]*'s PEFC chain of custody certificate, to conduct audits on site of *[uncertified company]*, as part of *[certified company]*'s internal and external PEFC chain of custody audits, in order to verify the correct implementation of this agreement. Audits might include interviews with *[uncertified company]*'s staff involved in the handling of said products.

Article 4: Termination

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

Article 5: Applicable law and place of jurisdiction

- 5.1) (to be completed by each user of this template)

On behalf of *[certified company]*

[Name and position]

On behalf of *[uncertified company]*

[Name and position]

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

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

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

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

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

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

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