



Forest Stewardship Council®



FSC Remedy Framework

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The Forest Stewardship Council® (FSC) is an independent, not for profit, non-government organization established to promote environmentally appropriate, socially beneficial, and economically viable management of the world's forests.

FSC's vision is that the world's forests meet the social, ecological, and economic rights and needs of the present generation without compromising those of future generations.

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Introduction

FSC has developed the FSC Remedy Framework to address violations of Policy for Association V2-0 (PfA)* *unacceptable activities** and instances of conversion as stipulated by the Policy to Address Conversion, by enabling responsible forest owners to enter global markets upon demonstration of remedy actions. Evidence of remedy progress must be present and auditable prior to applying for FSC forest management certification, association, or to end disassociation.

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

- (1) core requirements for implementing the FSC Remedy Framework, including:
 - a. requirements for *The Organization* directly or indirectly involved* in conversion** on the *management unit** after November 1994 and before December 31, 2020;
 - b. requirements for *The Organization** that has acquired *management units** that have been converted or degraded to a point where they met the FSC *conversion threshold** between November 1994 and December 31, 2020;
 - c. requirements for *The Organization** or *corporate group** directly or indirectly involved* in Policy for Association V2-0 (PfA) *unacceptable activities**.
- (2) additional requirements that apply to a *corporate group** addressing *unacceptable activities** as defined in the Policy for Association V2-0 (PfA).

The core requirements outline minimum requirements at sites affected and impacted by Policy for Association (PfA) *unacceptable activities** and/or *conversion**. The additional requirements are only for *corporate groups* directly or indirectly involved** in Policy for Association V2-0 (PfA) *unacceptable activities** to ensure system level transformation of its corporate group and supply chains to prevent these activities from happening again.

Annex 1 provides instructional guidance to *The Organization** and the *corporate group** implementing the FSC Remedy Framework and to assessors conducting verification.

A Objective

The objective of this framework is to define permanent and effective measures required for remedy of social and environmental harm caused by Policy for Association V2-0 (PfA) *unacceptable activities** and *conversion** between November 1994 and December 31, 2020.

B Scope

The FSC Remedy Framework applies to:

- (1) *The Organization** that was *directly or indirectly involved** in *conversion** that occurred after November 1994 and before December 31, 2020
- (2) *The Organization** not involved in *conversion** but that has acquired a *management unit** where *conversion** has taken place in this period
- (3) Entities that have been disassociated from FSC for *unacceptable activities**, and
- (4) Entities seeking to address *unacceptable activities** before associating with FSC to remedy environmental and social harms.

Conformity with this framework provides a pathway to remedy for environmental and social harm caused by *conversion** since 1994 and before December 31, 2020 and for commission of PfA V2-0 *unacceptable activities** for *organizations** and *corporate groups** that seek:

- Association against FSC-POL-01-004 Policy for Association V2-0; and/or

- FSC certification against National Forest Stewardship Standards or Interim National Standards; or
- FSC certification against FSC-STD-30-010 Controlled Wood Standard for Forest Management enterprises.

This framework does not apply to:

- Conversion that took place prior to November 1994, or
- Conversion that took place after December 31, 2020, or
- Conversion activities that have taken place between November 1994 and December 31, 2020 on *management units** which have been acquired by organizations not involved in such activities and that were under FSC forest management certification at the time of the Policy to Address Conversion becoming effective, or
- Organizations that were associated with FSC based on PfA V2-0 requirements in effect at the time of this framework becoming effective, or

*Small-scale small holders** are not required to conform with The FSC Remedy Framework for the certification of *management unit** of less than 50 hectares. These 50 hectares may be defined to a smaller area in a national standard development process.

C Eligibility

*The Organization** that was *directly or indirectly involved** in *conversion** on the *management unit** after November 1994 and before December 31, 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, following a conversion-free period of five years after the last *conversion**.

The *corporate group** involved in *unacceptable activities** is eligible to associate with FSC through the Policy for Association V2-0 (PfA) upon demonstrated conformity with The FSC Remedy Framework. For disassociated entities a PfA V2-0 violations free period of five years shall be achieved prior to ending disassociation.

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

D Normative references

- FSC-POL-01-007 D5-4-EN_Policy to Address Conversion
- FSC-POL-01-004 V2-0 Policy for Association
- FSC-PRO-01-009 V3-0 EN Processing PfA Complaints
- FSC-STD-01-002 Glossary of Terms
- FSC-STD-30-010 Controlled Wood Standard for Forest Management

E Effective and validity dates

Approval date	XX
Publication date	XX
Effective date	XX

Valid until replaced or withdrawn.

Chapter 1: Foundational Systems

NOTE: Chapter 1 applies only to the cases where there are *unacceptable activities**

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

- 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 management system monitoring and review processes, that include:
 - a. Due diligence systems (see sections 2 and 3) on *Human Rights Due Diligence** and *Environmental Due Diligence** systems) that identify ongoing and new *unacceptable activities**
 - 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 PfA conformity assessments. (see Annex 4: Indicators for evaluating concerns of unacceptable activities raised against the Policy for Association of Organizations with FSC.
 - a. *Independent** monitoring of PfA conformance shall be undertaken and public summaries on progress published annually.
- 1.4. The *corporate group** shall demonstrate the absence of *unacceptable activities** over the past five years prior to *ending disassociation**. Full reports shall be made available to the *Third Party Verifier**. (see Annex 4: Indicators for evaluating concerns of unacceptable activities raised against the Policy for Association of Organizations with FSC.

2. Human Rights Due Diligence* (HRDD) framework

- 2.1. The *corporate group** shall have a HRDD framework in place that includes processes and procedures for:
 - a. Identification of potential *human rights** impacts - in the *corporate group**'s own activities and business relationships - through Human Rights Risk Assessments (HRRAs);
 - b. Prioritization of *corporate group**'s sector and region specific *salient human rights issues** in HRRAs;
 - c. The 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**₁;
 - e. *Harm** recorded in a *Registry of Harm** (see 11);
 - f. The integration of findings of *HRDD** processes into the *corporate group** procedures in order to take action to cease, prevent and mitigate potential adverse impacts;
 - g. Performance tracking and communication with *interested stakeholders**
- 2.2. Monitoring reports on the progress of implementation of the HRDD framework shall be produced.

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. The identification of likely potential impacts on *environmental values** - in the *corporate group**'s own activities - through Environmental Risk Assessments (ERAs).
- b. Prioritization of *corporate group**'s sector and region specific *salient environmental issues** in ERAs;
- c. The identification of environmental impacts - in the *corporate group**'s own activities – through Impact Assessments (IAs) or similar assessments paying particular attention to issues highlighted by ERAs;
- d. Analysis of impact assessments for the presence of *harm**₁;
- e. *Harm** recorded in a *Registry of Harm** (see 11);
- f. The 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;
- g. Performance tracking and communication with *interested stakeholders**

3.2. Monitoring reports on the progress of implementation of the EDD framework shall be produced.

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Chapter 2: Trust Building Measures

Note: Chapter 2 applies only to the cases where there are *unacceptable activities**

1. Mitigation of risks in wood and forest products supply chains

- 1.1. In extraordinary cases of unacceptable activities [due to the magnitude or gravity of harms], FSC can stipulate additional measures before ending disassociation for *corporate groups** including measures to address harms in the *corporate group** supply chain.

2. Payment of fees, taxes, fines and penalties

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

3. Additional trust building requirements specific to PfA policy element: a) Illegal logging and trade

No additional measures

4. Additional trust building requirements specific to PfA policy element: b) Violation of traditional and human rights

- 4.1. The *corporate group** shall protect public and *workers** health in its forestry operations.
 - a. The *corporate group** shall demonstrate implementation of health and safety practices that meet or exceed the ILO Code of Practice on Safety and Health in Forestry Work and ISO 45001 demonstrated through *independent** third party assessment.
 - b. The *corporate group** shall prevent and mitigate damage to *environmental values** and human health from *chemical** use in forestry operations and *remedy** *harm** where damage occurs.
- 4.2. The *corporate group** shall assess potential risk of damage by uncontrolled spread of fires on infrastructure, forest resources and communities and mitigate risk through management activities, including:
 - a. A map of fire-prone areas and potentially affected communities;
 - b. Management plans and activities that prevent the starting of manmade fires;
 - c. Management plans and activities that build resilience in the forest system in order to prevent the uncontrolled spread of fires;
 - d. Fire early warning systems and mitigation procedures.
- 4.3. The *corporate group** shall evaluate greenhouse gas (GHG) emissions from its forestry operations and take steps to ameliorate impacts, including:
 - a. Measuring and evaluating emissions for scale, intensity and risk to human health and wellbeing according to national GHG reporting guidelines;
 - b. Implementing plans to reduce emissions within timescales that match national and international ambitions on GHG emissions reductions;
 - c. Participating in partnerships and programmes with *the corporate groups** leading in the reduction of GHG emissions in forestry and related industries.

5. Additional trust building requirements specific to PfA policy element: e) Introduction of genetically modified organisms in forestry operations

NOTE: Forthcoming. Discussions on GMO under FSC Sustainable Intensification project need to take place to inform this section of the Remediation Framework.

6. Additional trust building requirements specific to PfA policy element: f) Violation of the ILO Core Conventions as defined in the ILO Declaration on Fundamental Principles and Rights at Work

NOTE: No additional measures. See Annex 4: Indicators for evaluating concerns of unacceptable activities raised against the Policy for Association of Organizations with FSC for detailed conformance indicators for PfA policy element f.

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Chapter 3

Part 1: Foundational requirements

1. Conducive implementation environment

Core requirements

- 1.1. *The Organization** or the *corporate group** shall create an environment conducive for implementation of the FSC Remedy Framework by providing sufficient resources and applying 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**.

2. Establishment of a grievance mechanism

Core requirements

- 2.1. During the initiation of the Baseline Assessments, *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.
- 2.2. The *grievance mechanism** shall:
- Be active for the entire period of the *remedy** process;
 - Be available to address all grievances including those specifically relating to the *remedy** process;
 - Include written procedures and methodologies for providing access to processes that address grievances, including conflict resolution and *remedy**, and are developed through inclusive processes;
 - Be clear, accessible and secure providing for confidentiality and ensuring complainants are free from threats;
 - Ensure that its approaches, outcomes and remedies are “rights-compatible” and align with UN Guiding Principles on Business and Human Rights (UNGPs) and are based on *Free, Prior, and Informed Consent* (FPIC)* processes.
- 2.3. Where there are existing culturally appropriate grievance/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/conflicts, including those associated with the *remedy** process.
- 2.4. *The Organization** or the *corporate group** shall:
- Ensure *affected stakeholders** are aware of and informed in a culturally appropriate manner of the *grievance mechanism** and how to access it;
 - Keep records of grievances, indicating timing and status of responses;
 - Provide for dialogue and engagement, focusing on processes of direct and, if needed, mediated dialogue to seek agreed solutions, leaving adjudication to independent third party mechanisms, whether judicial or non-judicial.
 - Have mechanisms for the *grievance mechanism** to be reviewed and revised.

Additional requirements

2.5. The *corporate group** shall:

- a. Ensure that the *grievance mechanism** is open to all *affected stakeholders**;
- b. Establish a clear, transparent and multi-stakeholder independent governance structure for the *grievance mechanism**;
- c. Ensure *affected stakeholders** are satisfied with the *grievance mechanism** and its use in practice;
- d. Ensure that *harm** that is identified through the *grievance mechanism** is recorded in a *registry of harm**;
- e. Ensure that the *grievance mechanism's** effectiveness and outcomes are reviewed by a multi-stakeholder independent governance structure to identify root causes and improve upon procedures. *Consultation** shall be held as part of the revision process.

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

Core requirements

3.1. The *Organization** or the *corporate group** shall follow the process and practice of *Free Prior Informed Consent** (FPIC) when implementing all aspects of this framework where *affected customary rights holders** have been identified, including *affected customary rights holders** that relate to areas where *remedy** action is planned that are outside the *conversion** or *unacceptable activities** *impact areas**.

Additional requirements

3.2. The *corporate group** shall:

- a. Establish FPIC policies and procedures, including enabling the conditions required for the implementation of FPIC and the provision of training to *workers** who may impact *rights holders**;
- b. Maintain and implement FPIC policies and procedures at operation locations;
- c. Document all practice of FPIC, including evidence of its implementation across all requirements in its *Remedy Plan**.

3.3. There shall be evidence that *affected customary rights holders** are satisfied with FPIC processes and progress towards FPIC agreements with the *corporate group**.

4. Anti-corruption measures

Core requirements

4.1. The *Organization** or *corporate group** has policies and procedures in place to prevent corruption and bribery within the enterprise and within its forest and timber supply chains.

4.2. The *Organization** or *corporate group** shall engage in legal due process for attaining and managing deeds, licensed concessions and forest management areas.

Additional requirements

4.3. The *corporate group** engages with *interested stakeholders** and *affected stakeholders** in dialogue and actions to combat corruption and bribery, makes its anti-corruption and anti-bribery commitments and measures *publicly available**, and communicates around its own experience combating corruption.

4.4. The *corporate group** provides regular trainings to employees on corruption and bribery prevention and maintains whistle-blower immunity for employees reporting corruption or bribery.

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

Part 2 of the FSC Remedy Framework lays out a process for identifying the sites and parties and gathering information on the activities to be addressed. This information is then recorded in Baseline Assessments. The Baseline Assessments will assist in identifying *harm** to be addressed through the *remedy** process described in Part 3. *The Organization** or the *corporate group** are advised to start in the place where they have most information and to then revisit the identification of sites and parties sections, in cases of *unacceptable activities** cases using dialogue processes, to ensure that all applicable sites and parties are identified.

5. Overarching approach to identification and assessment

Core requirements

- 5.1. *The Organization** or *corporate group** shall ensure the process of identifying *affected stakeholders**, *impact areas**, doing Baseline Assessments and the analysis of Baseline Assessments:
 - a. Be undertaken in full consultation with *affected stakeholders** and relevant environmental and social experts;
 - b. Follow full FPIC processes in the case of *affected customary rights holders** (see 3);
 - c. Be based on best practice guidelines; and
 - d. Take measures to prevent intimidation and corruption.
- 5.2. All *affected stakeholders** shall be informed of their *rights** and the *grievance mechanism** in culturally appropriate ways. They shall be asked about:
 - a. Their *rights** and their *rights** that have been *harmed** as a result of *conversion** or *unacceptable activities**.
 - b. Other people they know that should be considered *affected customary rights holders** or *affected rights holders**;

6. Identification of impact areas

Core requirements

- 6.1. 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**.
- 6.2. The *Organization** or the *corporate group** shall use the time periods when the *conversion** occurred, after November 1994, for determining the timeframes to identify and maintain maps of the extent of the *conversion** requiring *remedy**.
- 6.3. *The Organization** or the *corporate group** shall verify the accuracy of the mapping of the converted area in consultation with *affected rights holders**, *affected stakeholders** and experts.

Additional requirements

- 6.4. The *corporate group** shall develop methodologies (including a methodology review mechanism) to deliver mapping 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 since November 1994;
- b. *HCV areas**, including *rare species* or threatened species**, and areas where *HCVs** are known to have been destroyed since 1999;
- c. Areas known to have been subject to *illegal logging** (including *encroachment**) since 1994;
- d. Land cover/use;
- e. Communities known or suspected to have suffered *harms** with the nature of *harms** noted.

6.5. 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:

- a. *Natural forests** including areas known to have been converted since November 1994;
- b. *HCV areas** including *rare species* or threatened species** and areas where *HCVs** are known to have been destroyed since 1999;
- c. Areas known to have been subject to *illegal logging** (including *encroachment**) since 1994;
- d. Land cover/use;
- e. Communities known or suspected to have suffered *harm** with nature of *harm** noted.

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

7. Identification of associated parties

Core requirements

7.1. An *Independent Assessor** shall identify the associated *affected stakeholders** and *affected rights holders**;

7.2. The identified *affected stakeholders** that have suffered *harm** shall be spatially mapped and the *nature of the harms** identified:

- a. For *conversion**:
 - i. By an *Independent Assessor** where there are identified *affected rights holders**;
 - ii. By *The Organization** where there are no *affected rights holders** identified by the *Independent Assessor**;
- b. For *unacceptable activities**: By an *Independent Assessor**.

Additional requirements

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

8. Social and environmental Baseline Assessments – initial steps

Core requirements

8.1. Where *The Organization** or *corporate group** has already undertaken assessments prior to implementing this procedure, the assessments required by this framework may be informed by the prior assessments.

8.2. 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, provided that there is conformity with the requirements of *additionality** for those actions.

Additional requirements

8.3. 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**.

9. Social Baseline Assessments

Core requirements

9.1. A social Baseline Assessment shall be conducted, using *best available information**, in consultation with *affected stakeholders** to determine the presence of *social harms** associated with *conversion** or *unacceptable activities**.

a. For *conversion**:

- i. Where there are *affected rights holders** identified by an *independent assessor** (see 7.1) the social Baseline Assessment shall be undertaken by an *Independent Assessor**.
- ii. Where there are no *affected rights holders** identified by an *Independent Assessor** (see 7.1) 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**.

9.2. 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, that are known, or suspected, to have suffered *harm** due to these activities, specifically:

- a. *Rights** of *affected rights holders**;
- b. *ecosystem services** affecting communities;
- c. *cultural values**; and
- d. *community needs**, including livelihoods.

9.3. For each of the aspects assessed (see 9.2), the social Baseline Assessment shall assess the following in the *impact areas**:

- a. The impact of the *conversion** or *unacceptable activities** on the aspects and the *harm** caused;
- b. Any *remedy** activities that have already taken place (see 8.1) and their effects;
- c. The current state of the aspects; and
- d. Any outstanding or continuing unremedied *harm**.

9.4. Using the information gathered in 9.3, the social Baseline Assessment shall consider the map of the *impact areas** of the *unacceptable activities** or *conversion** (see 6.1) and the stakeholder spatial mapping (see 7.2) to ensure that all relevant areas, *harm**, *affected stakeholders**, and *affected rights holders** have been identified and included.

9.5. Where the Social Baseline Assessment finds evidence of *social harm** in *conversion** cases that rise to the level of an *unacceptable activity** as defined in the PfA, these cases shall be remedied according

to PfA procedures and therefore be subject to the additional requirements in the FSC Remedy Framework.

Additional requirements

9.6. The *Independent Assessor** shall also consult with *interested stakeholders** representing *affected rights holders** with their consent and, where deemed necessary, *independent experts**.

10. Environmental Baseline Assessments

Core requirements

10.1. 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** shall carry out the assessment;
- b. For *unacceptable activities**: An *Independent Assessor** shall carry out the assessment and consult *interested stakeholders** and *affected stakeholders**.

10.2. The Environmental Baseline Assessment shall include:

- a. The state of the area under assessment at the time immediately before commencement of the *conversion** and/or *unacceptable activities**, including the:
 - i. Forest type according to national forest classifications or, as a minimum, according to (Annex 2: **Forest Type Classes**) of this framework;
 - 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 state of the area converted or subject to *unacceptable activities** and where applicable within the *management unit**, covering the following, but not limited to:
 - i. Land cover and 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 neighbourhood of the converted area and where applicable within the *management unit**;
 - v. HCV *areas** including *rare species* or threatened species**.

NOTE: The aforementioned requirements may be extracted from the forest management plan.

10.3. The *environmental harm** caused by the *conversion** and/or *unacceptable activities** shall be determined, in consultation with experts, and, at a minimum, specify:

- a. The size of the area;
- b. The quality, including levels of *degradation** of the area; and
- c. *Ecosystem attributes** lost.

10.4. Where the Environmental Baseline Assessment finds evidence of *environmental harm** in *conversion** cases that rises to the level of an *unacceptable activity**, as defined in the PfA, these cases shall be remedied according to PfA procedures and therefore be subject to the additional requirements in this FSC Remedy Framework.

11. Registering harms

Core requirements

11.1. Identified *harms** shall be documented in the Harms Analysis Report (see 1613) used to prepare the Concept Note (see 21).

Additional requirements

11.2. Identified *harms** from *unacceptable activities** shall also 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 *conflicts** are 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**;
- f. Identification of root causes that have led to the *harm**.

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

Core requirements

12.1. *Priority social harms** shall be identified and documented in the Harms Analysis Report (see 13).

Additional requirements

12.2. Before 12.112.1 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**. The results shall be documented in the Harms Analysis Report (see 13).

13. Harms Analysis Report

Core requirements

13.1. *The Organization** or the *corporate group** shall develop a Harms 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:

- a. Base maps of the remaining forest, sites affected by *conversion** and *unacceptable activities** and associated *impact areas**;
- b. 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;
- c. Identified *affected customary rights holders**, *affected rights holders** and *affected stakeholders**;
- d. Details of how FPIC was applied (if applicable);

- e. Details of environmental *harms** and social *harms** associated with *conversion** or *unacceptable activities**, including *priority social harms** and, for *unacceptable activities**;
- f. All expert's reports, including *Independent Assessor** reports.
- g. Methods used;
- h. The credentials of experts consulted to produce the Baseline Assessment(s);

Part 3: Remedy Planning

The remedy planning process and development of the resultant *Remedy Plan*(s)* takes place in three stages: An initial planning stage (Part 3); the development of a Concept Note and its submission to the *Third Party Verifier** (Part 4) and a final development stage (Part 5) that takes place after the Concept Note has been approved. The resultant final *Remedy Plan*(s)* is then submitted to the *Third Party Verifier**.

14. Remedy of harm dialogue process

Core requirement

- 14.1. *The Organization** or the *corporate group** shall engage in dialogue and agree *remedy** activities with *affected rights holders**.

Additional requirements

- 14.2. *Remedy of harm** dialogue procedures shall be developed, with the participation of *affected rights holders** and *affected stakeholders** that 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**;
 - ii. Legitimate representatives of *affected rights holders**;
 - iii. Provision to include *trusted advisors** where they provide support and advice to *affected rights holders**. *Trusted advisors** shall be included only where there is the specific written consent of the *affected rights holders**;
 - iv. Provision to include *interested stakeholders** 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 *affected rights holders**.
- b. *Affected stakeholders** are informed in a culturally appropriate manner of the *corporate group's** commitment to respect *rights** and *remedy of harm**;
- c. 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 7.2);
- d. Procedures for reaching *remedy process agreements** with *affected rights holders**;
- e. Consultation processes with *affected stakeholders** ;
- f. Monitoring is undertaken on the progress of implementation of *remedy of harm** processes with public summaries published annually;
- g. *Independent observers** are allowed to participate in monitoring of implementation of processes and agreements for *remedy of harm**.

- 14.3. The *Core Dialogue Group** meetings and dialogue processes with *affected rights holders** to agree *remedy of harm** shall include the following elements, resources and approaches:

- a. Constructive engagement practices that involve participatory approaches are used to hold dialogue;

- b. *Restorative practices** are used to find appropriate *remedy**, with specific details of the approach taken determined on a case-by-case basis (see also and apply 2.3);
- c. *Resourced access** to *independent advisors** and other support is made available;
- d. The locations and physical spaces where meetings take place, including timings are agreed by all participants;
- e. In *Core Dialogue Group** processes *affected rights holders** are consulted across the spectrum of diversity in the community to ensure a balance of opinions is heard;
- f. The active application of approaches to redress power imbalances;

14.4. The *Core Dialogue Group** shall discuss:

- a. The *remedy** process.
 - i. A *Core Dialogue Group** process agreement shall be made;
 - ii. A generic *remedy process agreement** may be developed that may be used by *affected rights holders** in their respective cases;
- b. *Harm** suffered (see 9 and 10);
- c. Activities and actions to *remedy** the identified *harm** (see 16).

14.5. The *corporate group** shall make *remedy process agreements** with *affected rights holders**.

15. Pilot cases

Additional requirements

- 15.1. The *corporate group** shall choose pilot cases for *remedy of harm** where *unacceptable activities** have taken place in more than one site.
- a. Pilot cases shall be chosen in dialogue with *affected rights holders**, and in consultation with *interested stakeholders** and *independent experts** from priority cases (see 12) involving both *salient human rights issues** and *salient environmental issues** for *remedy of harm*.*
 - b. There shall be an overall balance of types and situations of *harm** in pilot cases including both environmental and social issues.
- 15.2. *Remedy of harm** dialogue processes (see 14) shall be followed in the pilot cases and *remedy process agreements** shall be reached with *affected rights holders**.
- 15.3. A Concept Note (see 21) and *Remedy Plan** (see 23) shall be developed.
- 15.4. At monitoring and audit points *affected rights holders** - and in the case of environmental *remedy**, *interested stakeholders** - shall be found to be satisfied with the progress made towards signed agreements for *remedy of harm**.
- 15.5. Signed specific and time-bound agreements for *remedy of harm** shall be agreed with *affected rights holders** and, where relevant, *conservation and restoration partners**.
- 15.6. Monitoring report public summaries on progress of assessment and *remedy of harm** of the pilot cases shall be published annually.
- 15.7. Methodologies for the assessment and *remedy of harm** and related procedures (including but not limited to: 6.4, 7.3, 8.3, 12.1, 14) shall be revised and in place, following experience from the completion of pilot cases.

16. Site selection and determination of remedy action

Core requirements

- 16.1. *The Organization** or the *corporate group** shall begin the process of developing one or more *Remedy Plan(s)** to address the *harms** identified by the Baseline Assessments and summarized in the Harms Analysis Report (see 13), following the requirements for dialogue processes (see 14) and receiving input from:
- For *conversion**: *Affected stakeholders** and environmental experts;
 - For *unacceptable activities**: *Affected stakeholders** and *independent** environmental and social experts.
- 16.2. The *Remedy Plan** shall determine:
- The proposed *remedy** actions for *environmental harms** and *social harms** and their objectives;
 - The sites required to *remedy** the environmental *harm* and social *harms** caused by or associated with the *conversion** or *unacceptable activities**.
- 16.3. 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**.
- 16.4. The following principles shall be applied to the choice of *remedy** action and site selection. The *remedy** action shall:
- For *The Organization** directly or indirectly involved* in *conversion** and the *corporate group**: Be *equivalent** and *proportionate** to the *scale** of the *impact area** and nature of any *harms** caused by the *conversion** and *unacceptable activities**.
 - For *organizations** that did not have *direct involvement** or *indirect involvement**, but that have acquired a *management unit** where *conversion** has taken place: Include the *remedy** of *priority social harms** (see 12) and *remedy** of *environmental harms** of 10% of the converted area.
 - Site selection shall be prioritized in consecutive order to identify areas that are either:
 - The actual sites of *conversion** or *unacceptable activities**;
 - In the *impact area**;
 - Adjacent to the *impact area**;
 - Within the *landscape** where the *conversion** or *unacceptable activities** occurred, or within the province or country where the *conversion** or *unacceptable activities** occurred.
 - Meet the definitions of *longevity** and *additionality** in relation to existing *conservation** and *restoration** requirements and socially focused projects and activities;
 - Consider financial resource availability when determining timeframes for *remedy** action.
- 16.5. 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

- 16.6. Through the remedy dialogue process (see 14), the *remedy** activities shall be formally agreed in a specific time-bound *remedy of harm** agreements with *affected rights holders**
- 16.7. The *corporate group** shall seek to address the root causes of *harm**, either through the *remedy** activities or changes in practice.

17. Approach to remedy action and site selection – environmental remedy

Core requirements

17.1. Environmental *remedy** shall consist of one or more of the following:

- a. For *unacceptable activities**:
 - i. *Restoration**, including: *substitution**, *enhancement** and *protection**; and/or
 - ii. *Conservation**.
- b. For *conversion**: As in 17.1.a with the addition of reforestation.

17.2. Areas and activities shall be chosen on the basis of likelihood of *conservation** and *restoration** success.

17.3. *The Organization** or the *corporate group** shall demonstrate that environmental *remedy** is *proportionate** and *equivalent** when required by 16.4.a 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 *habitat** that were lost and should be restored or conserved);
- 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**.

17.4. When evaluating how to maximize environmental *remedy** outcomes, *The Organization** or the *corporate group** shall justify the site selection and the choice of project and / or activity in relation to other options available to it. Justifications may include increased *scale** of 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 19).

- a. For *conversion**:
 - i. The focus is on maximizing *conservation** outcomes;
 - ii. As a minimum, *The Organization** *directly or indirectly involved** in *conversion** shall set aside 10% of the selected site area for *conservation**.
 - iii. *The Organization** not *directly or indirectly involved** in *conversion**, but that has acquired lands affected by *conversion**, shall set aside the full 10% of the remedied area for *conservation**.
 - iv. The 10% of land reserved for *conservation** shall be in addition to land required by IGI 6.5.5.
- b. For *unacceptable activities**: The focus is on maximizing *conservation** and/or *restoration** outcomes.

Additional requirements

17.5. The *corporate group** shall demonstrate that environmental *remedy** is *proportionate** and *equivalent** by meeting requirement 17.3 and identifying and documenting any environmental *High Conservation Values** harmed that require specific consideration for *remedy**.

18. Approach to remedy action and site selection – social remedy

Core requirements

- 18.1. For *The Organization** directly or indirectly involved* in conversion and the *corporate group**, social remedy* shall consist of actions to both *remedy** priority social harms* and all other social harm* associated with the *conversion** or *unacceptable activities**.
- 18.2. For *The Organization* not directly or indirectly involved* in conversion*, but that have acquired lands affected by *conversion**, the social remedy* shall consist of actions to *remedy** priority social harms*.
- 18.3. *The Organization** or the *corporate group** shall demonstrate that social remedy* is *proportionate** (when required by 16.4.a) and *equivalent** by documenting best practice methods and the *remedy** choice in the context of inputs received as set out in 16.1.

Additional requirements

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

19. Setting priority activities*

Core requirements

- 19.1. *The Organization** or the *corporate group** shall identify *priority activities** following the requirements for dialogue processes (see 14):
- For *conversion**: In consultation with *affected rights holders**, and environmental experts, that shall be completed as part of the *Initial Implementation Threshold**.
 - For *unacceptable activities**: In consultation with *affected rights holders** and environmental and social experts that shall be completed as part of the *Association Threshold**.
- 19.2. The *priority activities** shall, at a minimum, reduce ongoing social harm* and demonstrate ecosystem management and protection and shall include *remedy** of:
- Priority social harms**; and
 - Environmental harm* aimed at halting further environmental damage, associated with the *conversion** or *unacceptable activities**.

20. Terms and conditions for securing sites

Core requirements

- 20.1. *The Organization** or the *corporate group** shall have written long-term contracts with the entity with tenure to the land or with *conservation and restoration partners** undertaking the *conservation** and/or *restoration** project where these *remedy** sites are not under the *management control** of *The Organization** or the *corporate group**. As a minimum these contracts shall secure the *longevity** of the *remedy**.
- 20.2. *The Organization** may aggregate its *remedy** with other *organizations** or *corporate groups** in order to maximize *remedy** outcomes. Each *organization** or shall demonstrate that it meets the *proportionate** (when required by 16.4.a) and *equivalent** requirements of The FSC Remedy Framework for the *harm** caused by *conversion**.

Part 4: Concept Note for the Remedy Plan

The intention of the Concept Note is to enhance the potential success of the proposed projects by checking them prior to their further development. The Concept Note will review the process to establish the goals and objectives of planned remedy action. It will enable all parties, including FSC, to determine the practicality and appropriateness of *The Organization** or the *corporate group's** proposed activities. It will ensure the proposed activities are in line with the requirements of the FSC Policy for Association, the FSC Policy to Address Conversion and The FSC Remedy Framework. Annex 1 provides useful instruction to *The Organization** and *corporate group** developing the concept note and *Remedy Plan**.

21. Development of the Concept Note

Core requirements

21.1. *The Organization** or the *corporate group** shall develop a Concept Note(s) that briefly describes the proposed action to be taken to *remedy** the identified *harm** detailed in the Harms Analysis Report.

21.2. The Concept Note(s) shall include, but is not limited to:

- a. A summary of the proposed actions to *remedy** the *harms** outlined in the Harms Analysis Report, based on the outcome of the work undertaken in Part 3 of the Remedy Framework. These summaries shall include:
 - i. Proposed *remedy** actions and their justification;
 - ii. Proposed *remedy** sites and their justification;
 - iii. 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. The *priority activities**;
 - ii. The *Initial Implementation Threshold** or *Association Threshold** including, for cases of *conversion**, the *Initial Social Remedy Threshold** and the *Initial Environmental Remedy Threshold**;
 - iii. Initiation of a process to *remedy** all *social harms**
- d. A description of the planned process to monitor progress against key objectives, including the proposed *Initial Implementation Thresholds** or *Association Threshold**, of the *Remedy Plan**.
- e. 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**.

21.3. The Concept Notes shall include the respective *remedy process agreements**.

NOTE: *Social harm** found in *conversion** cases that rises to an *unacceptable activity** according to the PfA, shall be remedied according to PfA procedures and therefore subject to the additional requirements in this Remedy Framework.

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 below).

22. Approval of the Concept Note

Core requirements

- 22.1. *The Organization** or the *corporate group** shall submit the *Concept Note** and the associated Harms Analysis Report to a *Third Party Verifier** for evaluation and approval to continue to develop the *Remedy Plan** (See Annex 1: [Operating Instructions for the implementation and verification of the FSC Remedy Framework](#)).
- 22.2. The *Third Party Verifier** shall review the Concept Note and assess the qualitative information provided, evaluating the proposal to ensure it will maximize *conservation** and *remedy** outcomes.
- 22.3. 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**.
- 22.4. *The Organization** or the *corporate group** shall make the approved *Concept Note**, excluding *confidential information**, *publicly available**, free of charge.

Additional requirement

- 22.5. The Concept Note shall first be submitted to the relevant *Core Dialogue Group** for feedback prior to the *corporate group** submission to the *Third Party Verifier**.

Part 5: Completion of the Remedy Plan

23. Completion of the Remedy Plan

Core requirements

- 23.1. *The Organization** or the *corporate group** shall complete the *Remedy Plan** building on the information in the approved *Concept Note** and referring back the Harms 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 *harms** caused by the *conversion** and *unacceptable activities** shall be remedied by the planned actions.
- 23.2. The information set out in the Concept Note shall be incorporated into the *Remedy Plan**. The additional required information in the *Remedy Plan** includes:
- a. Milestones for the *priority activities** that result in the achievement of the *Initial Implementation Threshold** or *Association Threshold**;
 - b. Timeframes and milestones for the completion of all other *remedy** actions.
 - c. Documentation of how the activities selected for *remedy** shall:
 - i. Be *equivalent** and *proportionate** (when required as in 16.4.a);
 - ii. Demonstrate *longevity** and *additionality** (see 16.4.d);
 - iii. Be protected from a reversal of the *remedy** gains achieved, including by protecting projects from anthropogenic and illegal activities, raising local community awareness of the projects and the need to preserve them.
 - d. 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 21.2.b).

- e. The development of environmental remedy goals, objectives and targets based on the identified environmental *remedy** actions (see 16.2.a) and the *conservation** and / or *restoration* reference models** and *ecosystem attributes**.
- f. The development of social *remedy** goals, objectives and targets for the identified social *remedy** actions (see 16.2.a).
- g. 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; they 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 *stakeholders** and outcomes of this engagement;
 - v. One or more indicators for each activity;
 - 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 18.3 and 17.3.b).
- i. Spatial mapping of existing land uses, the *remedy** area and the planned *priority activities**.

23.3. At least one *remedy** objective shall be set for each activity (see 16.2.a). The aggregate measurable objectives shall be stated in the *Remedy Plan** and shall be used to determine progress and completion of the *Remedy Plan**.

23.4. 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**.

23.5. The *Organization** or *corporate group** shall enter into specific and time-bound agreements for the activities proposed for the remedy of *harm** in the *Remedy Plans** with *affected rights holders**.

23.6. The *Organization** or the *corporate group** shall submit the completed *Remedy Plan** to the *Third Party Verifier** for evaluation.

Additional requirements

23.7. The *corporate group** shall further develop the *Remedy Plan** through *remedy** dialogue processes (see 14) and with any *conservation and restoration partners**, for all *remedy** areas.

23.8. The *corporate group** shall enter into specific and time-bound agreements for *remedy of harm** with *affected rights holders**; the activities set out in the *Remedy Plans** shall reflect such agreements.

23.9. 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.

23.10. The *Remedy Plan** shall first be submitted to the relevant *Core Dialogue Group** for feedback and an opportunity for the *corporate group** to revise prior to submission to the *Third Party Verifier**.

24. Approval of the Remedy Plan

Core requirements

- 24.1. The *Third Party Verifier** shall evaluate the *Remedy Plan** and its elements to determine the potential to achieve the targets, goals and objectives.
- 24.2. The *Third Party Verifier** shall submit the *Remedy Plan** and its elements and other methodologies and deliverables for peer review by environmental and / or social experts.
- 24.3. The *Third Party Verifier** shall issue non-conformities when the *Remedy Plan** or its elements are not able to demonstrate the achievement of the targets, goals and objectives and/or to address concerns and issues raised in peer review.
- 24.4. The *Organization** or *corporate group** shall address non-conformities before the *Remedy Plan** or its elements can be re-submitted for further evaluation.
- 24.5. The *Third Party Verifier** shall consider the *Remedy Plan** and its elements as final when it determines that targets, goals and objectives are likely to be achieved.
- 24.6. 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 and components of the *Remedy Plan**, excluding *confidential information**, *publicly available** upon request, free of charge.
- 24.7. Where *The Organization** or *corporate group** seeking association 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.

Part 6: Implementation of the Remedy Plan

25. Implementation of the Remedy Plan

Core requirements

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

Additional requirements

- 25.3. The *corporate group** shall review new information, feedback it receives from its own monitoring systems and from *affected rights holders**, *affected stakeholders** and experts and where necessary revise the *Remedy Plan**. Revisions to the *Remedy Plan** shall require approval from the *Third Party Verifier**.
- 25.4. Policies and procedures to implement the *Remedy Plan** and its elements shall be in place and assessed by the *Third Party Verifier**.

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

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

Core requirements

- 26.1. *Affected rights holders** shall be satisfied with progress made towards signed agreements for *remedy of harm** and, after these have been agreed, with the implementation of *remedy of harm**.
- 26.2. *The Organization** or the *corporate group** shall assess and monitor the implementation of *remedy** against the indicators in the *Remedy Plan(s)** until *remedy** has been implemented.
- 26.3. *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

- 26.4. *Independent** monitoring of PfA conformance, shall be undertaken and public summaries on progress published annually and full reports shall be made available to the *Third Party Verifier**. (See Annex 4: Indicators for evaluating concerns of unacceptable activities raised against the Policy for Association of Organizations with FSC).
- 26.5. The *corporate group** shall make annual summaries of its progress towards developing *Remedy Plan(s)** and implementing *remedy of harm* publicly available**.
- 26.6. Participatory evaluation of *stakeholder** engagement processes shall be undertaken.

27. Verification of the Initial Implementation Threshold or the Association Threshold

Core requirements

- 27.1. *The Organization** or the *corporate group** shall request verification by the *Third-Party Verifier** when it concludes that it has achieved the *Initial Implementation Threshold** or *Association Threshold**, as described in the *Remedy Plan(s)**
- 27.2. Where the *Third Party Verifier** determines that *The Organization** or *corporate group** has not achieved the *Initial Implementation Threshold** or met the *association threshold**, the *Third Party Verifier** shall document these nonconformities and detail the deficits and monitor closure of these nonconformities.
- 27.3. Non-conformities shall be addressed to the satisfaction of the *Third Party Verifier** prior to confirming the *association threshold** or achievement of the *Initial Implementation Threshold**.
- 27.4. The *Third Party Verifier** shall submit reports on the findings of the verification to FSC when *The Organization** or *corporate group** seeking association has achieved the *Initial Implementation Threshold** or met the *association threshold**.
- 27.5. The FSC Dispute Resolution System may be used when anyone disagrees with the findings or decisions of the *Third Party Verifier**.

Additional requirements

- 27.6. Prior to ending *disassociation** the *corporate group** shall achieve the following:
 - a. Developed and revised working methodologies for assessment and *remedy of harm** and dialogue processes in place, following experience from completion of pilot cases (see 15);
 - b. Completed *priority activities** (see 19) for the *remedy of harm** following the milestones and timelines in the agreed *Remedy Plan(s)**.

- c. Achieved a minimum of five consecutive years of no PfA unacceptable activities in the *corporate group**

28. Monitoring after the achievement of the Initial Implementation Threshold or the Association Thresholds

Core requirements

- 28.1. Where non-conformities with regards to the implementation of the *Remedy Plan** are detected, they shall be addressed according to FSC-STD-20-001 Section 2.7.
 - a. In instances where *The Organization** or *corporate group** has achieved FSC forest management certification or other FSC certification respectively and there are non-conformities not corrected, the certificate will be suspended or withdrawn as per the above standard based on the situation.
 - b. For *The Organization** or *corporate group** that has not achieved FSC forest management certification or other FSC certification respectively, failure to correct non-conformities may result in suspension of the *remedy process** and disassociation from FSC.
- 28.2. The *Third Party Verifier** shall submit a report on the findings to FSC when *The Organization** or *corporate group** seeking association has not achieved certification. Summaries of this report shall be made publicly available on the *FSC Remedy Framework Website*.*
- 28.3. *The Organization** or the *corporate group** shall continue monitoring after the *Initial Implementation Threshold** or *Association* Threshold** have been achieved and until full implementation of the *Remedy Plan(s)** has been achieved.
- 28.4. Annual monitoring of *The Organization** by the *Third-Party Verifier** shall continue until it is verified, with input from *affected rights holders**, *affected stakeholders** and experts, that the *Remedy Plan** has been implemented.

29. Verification of the full implementation of the Remedy Plan(s)

Core requirements

- 29.1. *The Organization** or the *corporate group** shall request verification by the *Third-Party Verifier**, or certification body as applicable, when it concludes that it has achieved the full implementation of the *Remedy Plan*. (See Annex 1: Operating Instructions for the implementation and verification of the FSC Remedy Framework).
- 29.2. The *Third Party Verifier** shall provide a report to FSC confirming completion of the *Remedy Plan** for *The Organization** or the *corporate group** seeking association.

Additional requirements

- 29.3. A participatory appraisal involving *affected rights holders** and *Core Dialogue Group(s)** shall be undertaken to assess whether *remedy** has been sufficiently implemented to address the *harms** caused.
- 29.4. The annual external monitoring by the *Third-Party Verifier**, shall continue until the *Remedy Plan** and *Remedy Framework* have been fully implemented. (See Annex 1: Operating Instructions for the implementation and verification of the FSC Remedy Framework).

29.5. The *corporate group** shall request verification by the *Third-Party Verifier**, or certification body as applicable, when it concludes that the *corporate group** has achieved the full implementation of the *Remedy Plan(s)** and the *Core Dialogue Group(s)** is satisfied with the outcomes.

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

Additional requirements

30.1. For the FSC Remedy Framework to be considered fully implemented the *corporate group** shall achieve the following:

a. Full implementation of the *Remedy Plan**

30.2. The *corporate group** shall request verification by the *Third-Party Verifier**, or certification body as applicable, when it concludes that the *corporate group** has achieved the full implementation of the Remedy Framework.

30.3. After receipt of the report confirming the full implementation of the FSC Remedy Framework, the FSC Board of Directors will decide whether to end disassociation of the *corporate group** (FSC-PRO-01-009 v4).

31. The Organization* or Corporate Group's* communication channels, materials and websites

Core requirements

31.1. Any communications materials or website related by *The Organization** or the *corporate group** that makes reference 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** that details the current formal status of *remedy** progress achieved by *The Organization** or the *corporate group**.

31.2. *The Organization** or the *corporate group** shall establish culturally appropriate information access systems (for the region and *stakeholders** in question), that allow for access to information required to be made publicly available, in addition to the provision of website-based information.

32. The FSC Remedy Progress Website

Core requirements

32.1. *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;
- c. All information required to be made *publicly available**:
 - 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(s)**, excluding *confidential information**.

Additional requirements

32.2. *The Organization** or the *corporate group** shall provide *The Third-Party Verifier** the following for publication on the *FSC Remedy Progress Website**:

- a. The governing documents and details of the serving members of the *Remedy Governance Body**;
- b. Map methodology summaries and maps (see 6);
- c. A summary of the total area (including types of habitat) that needs to be *remedied** through *restoration** and *conservation**;
- d. All public summaries and other information required to be made publicly available as listed in requirements
 - i. *Independent** monitoring of *PfA* conformance (see 26);
 - ii. Annual summaries of its progress towards developing *Remedy Plan(s)** and implementing remedy of *harm** (see 26).

DRAFT

Terms and Definitions

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, FSC-POL-01-007 *FSC Policy on Conversion Version 1-0 Draft 5-4* and the following apply: 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-D5-4*)

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
- Contractual relationship through:
 - FSC accreditation agreement,
 - FSC license agreement,
 - FSC cooperation agreement,
 - FSC partnership agreement.

(Source: *FSC-POL-01-004 V2-0*)

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*).

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*)

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)

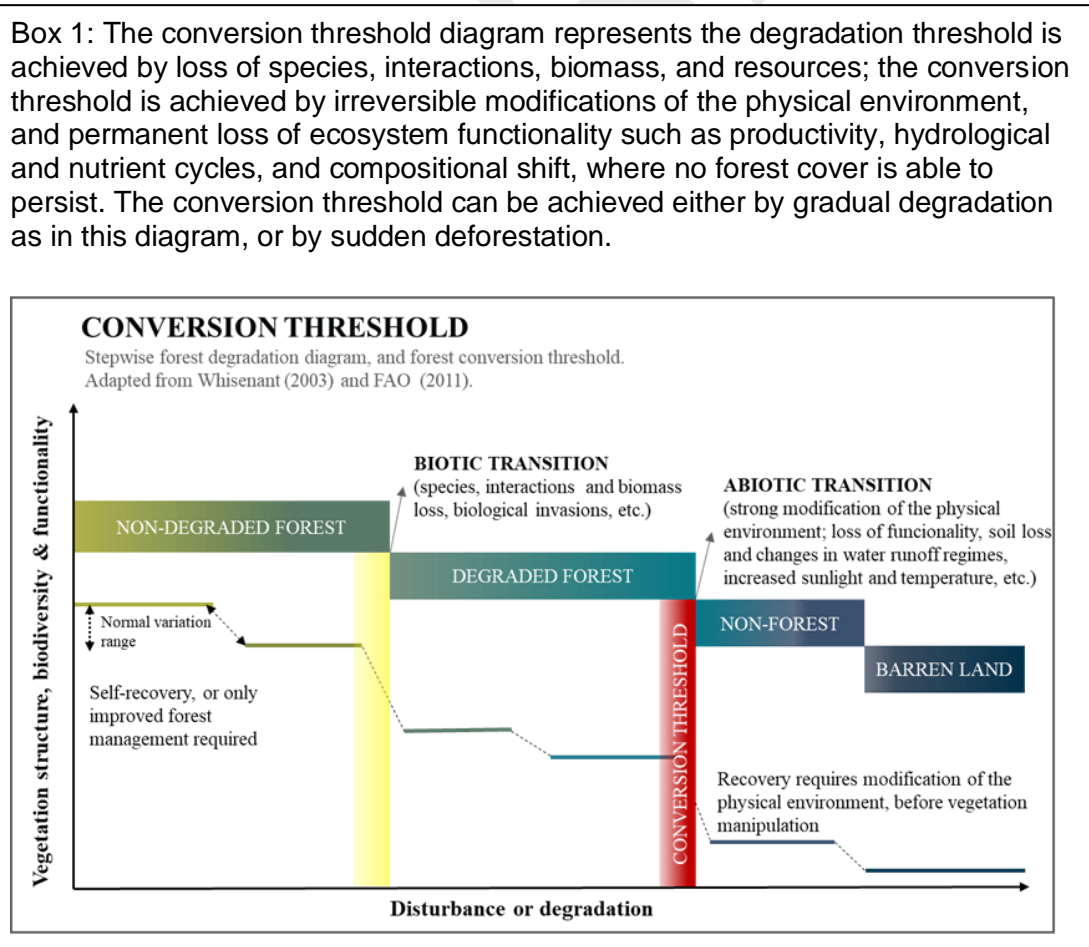
Conservation and Restoration Partners: *Rights holders** and concession license holders of the relevant conservation and restoration areas that deliver conservation and restoration activities in the landscape level conservation and restoration plans and site level conservation and restoration plans on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

Conservation/Protection: These words are used interchangeably when referring to 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: FSC-STD-01-001 V5-2). Also refer to the definition of *Protection** that is a sub-definition under Restoration / Ecological Restoration in this Glossary.

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: FSC-STD-01-001 V5-2)

Conversion* Threshold: Where degradation and clearing has occurred to a point where natural recovery potential* to natural forests* is unable to be achieved without direct intervention. This Conversion Threshold



may be adapted by Standards Development Groups to reflect the varying forest types found within their countries upon guidance and approval from Performance and Standards Unit of FSC.

Core Dialogue Group: This is comprised of:

- Representatives of *The Organization**;
- Representation of the diversity of *affected stakeholders** 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** 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 or corporate group seeking association or the disassociated corporate and its full business group, as defined by the terms *indirect involvement** and *direct involvement** in the FSC Policy for Association v2. Includes all companies, 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-D5-4)

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: FSC-PRO-01-009)

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

Disassociation: To withdraw from association. The consequence of a found violation of the Policy for Association resulting in the termination of all existing association with Forest Stewardship Council through membership, partnership, sponsorship, donation or certification.

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: Refer to Restoration / Ecological Restoration sub-definition in this glossary.

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 FSC Board of Directors formal decision to lift the disassociation between FSC and another organization, group, or entity which becomes effective on the date in which the board decision is published.

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

Environmental Due Diligence (EDD): A framework to assess on going 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 customary 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 D5-4)

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)

FSC Remedy Progress Website: This is a website maintained by the FSC *third-party verifier** where the *corporate** specific public progress reports and methodologies detailed in the FSC Remedy Framework will be published. Specifically:

- The FSC *third-party verifier**'s reports on progress;
- *Publicly available** summaries of progress reports that the *corporate group** is required to produce either itself or through second parties or *independent third parties** and that have been assessed as sufficient by *third-party verifier**;
- Policies and procedures, or links to them, that have been assessed as sufficient by *third-party verifier**;
- Any other information the FSC Remedy Framework requires the *corporate group** to make *publicly available** or by request.

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 the rights* of rights-holders*.

NOTE: For the purposes of this document the use of the term harm* is used to encompass more than one type of harm*. Some commentators and documents use the terms "harms" to mean more than one type of harm*. Others stay with the term harm*.

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: 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: 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 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 the corporate's* or 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 Organizations* or the corporate group's* authority, influence, or control.

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* or 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'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. (*Source: FSC-PRO-01-017*)

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%, 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*)

Interested stakeholder: See Stakeholder.

Initial Implementation Threshold: See Threshold.

Land Cover: The vegetation (natural or planted) or man-made constructions (buildings, etc.) which occur on the earth 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 D5-4)

Major Infrastructure: Includes canals, roads and industrial buildings. It does not include minor construction such as, for example: huts, observation towers or temporary nurseries.

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)

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 date of the unacceptable activity, or a defined starting point in the remediation 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 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 1999¹.
- In the case of illegal logging* the liability start date is from 1994.
- In the case of violation of traditional and human rights, there is no specific liability start date in the FSC Policy for Association (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**, the *remedy governance body**, 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 should be undertaken as a priority in the early phases of implementing the Remedy Plan prior to being able to demonstrate that the initial implementation threshold has been achieved. NOTE: See Guidance.

Priority Social Harms: 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 D5-4)

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 Principles and Criteria for Forest Stewardship 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: Refer to the sub-definition under Restoration / Ecological Restoration in this Glossary.

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 Governance Body (RGB): Semi-independent self-managed governing group assigned with the oversight of the implementation of the remedy process with the purpose of ensuring access to *remedy** for social and environmental *harm**.

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 harms** this includes actions taken to *remedy** deforestation, *conversion**, *degradation**, or other harms 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 harms** this includes providing redress for identified *social harms** through agreements made during an FPIC-based process, where applicable, with the *affected rights holders**, and facilitating a transition to the position before such harms occurred; or developing alternative measures to ameliorate harms by providing gains recognized by the *affected stakeholders** as *equivalent** to the harms, 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 D5-4)

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 Plan: Set of measures to address past environmental and social harms

- **Site-Level Remedy Plan:** Set of measures to address past environmental and social harms conducted at the *management unit** level.

Remedy Process Agreement: Agreements on the process for developing the remedy of harm between affected parties and *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 D5-4)

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 *affected rights holders** and other affected *stakeholders**. 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 [SER]*)

Restoration doesn't necessarily aim at returning the natural/historic functions, but instead encompasses a broad range of activities with different goals.

Restoration includes 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:

- **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.
- **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.
- **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 [SER]*).
- **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.
- **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.

- **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 [SER])

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*, p14)

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 *Remedy Framework* for addressing *unacceptable activities**. Rights holders are one type of *affected stakeholder**.

- **Affected 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 customary 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: “Affected rights holders” definition in FSC-STD-60-004 V2-0)

Salient environment 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 D5-4)

Social harms: Negative impacts on persons or communities, perpetrated by individuals, corporations or states, which include, but may go beyond, criminal acts by legal persons. Such harms include 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 D5-4)

- **Priority social harms:** are social harms* prioritized, where applicable, by an FPIC-based process with affected rights-holders* or identified in consultation with affected stakeholders* by the Independent Assessor*. Such social harms include conflicts that have arisen while harms were left unaddressed, especially those that are preventing remedy* from being initiated or achieved. They also include legitimacy conflicts.

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 examples of affected stakeholders:
 - 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: FSC-STD-01-001 V5-2)
- **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).

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).

Third Party Verifier: An independent, third party corporate or organization approved by FSC International comprising expertise in, environmental and social harm and *remedy** required to verify compliance of remedy processes. (Source: FSC-POL-01-007 V1-0 D5-4)

NOTE: From the certification stage and 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.

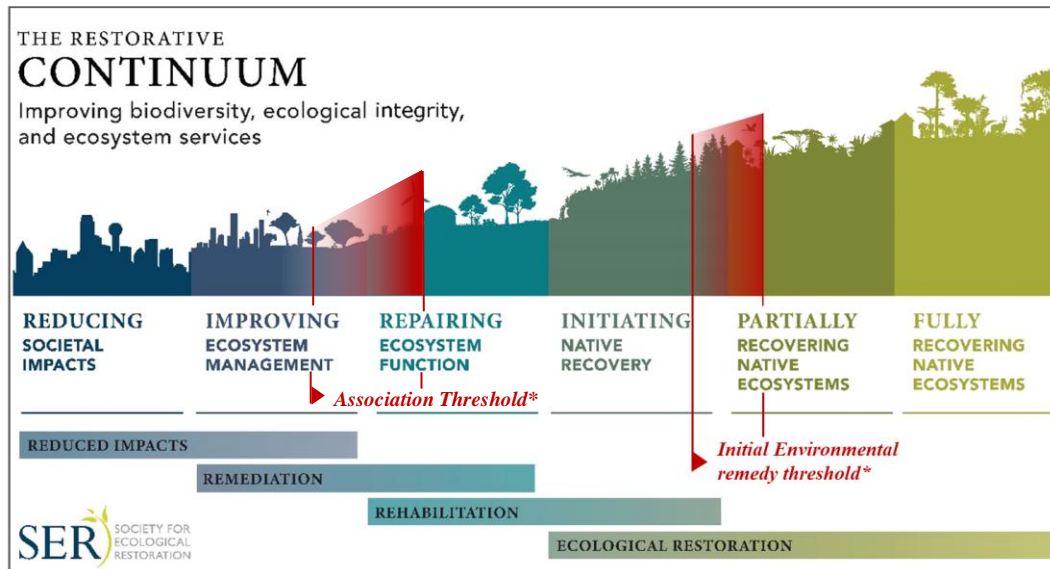
Threshold: See below:

- **Association Threshold:** The threshold specifies the minimum remedy stage that a *corporate group** has to achieve to associate with FSC.
 - Association threshold for *environmental harm** is the completion of the *priority activities** from the *Remedy Plan** to address *environmental harm**. (See Box 2.)
 - Association threshold for *social harm** is the completion of the *priority activities** required for the remedy of *priority social harms**. (See Box 3.)
 -
- **Initial Implementation Threshold:** The threshold specifies the minimum remedy stage that an organization has to achieve forest management certification of a *management unit**, 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** or better than the converted area condition at the time of conversion*. Additionally, *priority activities** have been implemented. (See Box 2.)
- **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. (See Box 3)¹
- **Threshold for ending disassociation:** Point in time at which the *corporate group** conformed with the requirements of the *FSC Remedy Framework** as confirmed by the *third party verifier**.

¹ Inspired by SER's Restorative Continuum, copyright 2019, and the work of Dominic Barter and Mikki Kashtan. Various drafts developed by the PfA Remediation Framework process and its preceding stages and the Conversion Remedy Procedure (CRP) Technical Working Group (TWG). Copyright 2022, FSC International Center.

Box 2: 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 would normally 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.

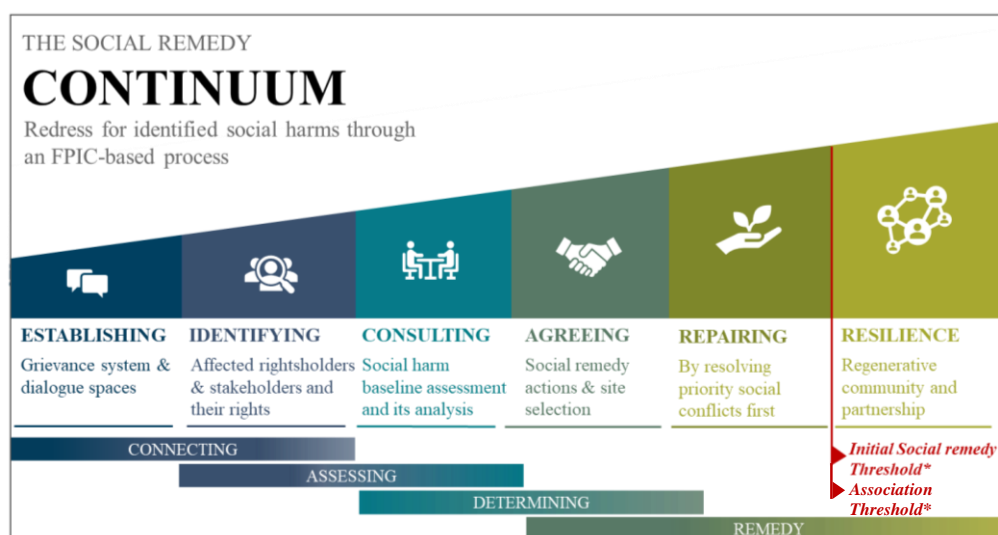
Source: SER International Standards (Gann et al., 2019)



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Box 3: 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.

Source: SER International Standards (Gann et al., 2019)



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.

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

Unacceptable Activities: As listed in the Policy for Association V2-0:

- Illegal logging or the trade in illegal wood or forest products
- Violation of traditional and human rights in forestry operations
- Destruction of high conservation values in forestry operations
- Significant conversion of forests to plantations or non-forest use
- Introduction of genetically modified organisms in forestry operations
- 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)

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

DDS	Due diligence systems
EDD	Environmental Due Diligence
ERA	Environmental risk assessment
ESG	Environmental social and governance
FPIC	Free prior informed consent
FSC	Forest Stewardship Council
HCV	High Conservation Value
HRDD	Human rights due diligence (framework)
HRIA	Human rights impact assessment
HRRA	Human rights risk assessment
IA	Impact assessment (for environmental issues)
ILO	International Labour Organisation
PfA	FSC Policy for Association
RGB	Remedy Governance Body
UNDRIP	United Nations Declaration on the Rights of Indigenous Peoples
UNGPs	United Nations Guiding Principles on Business and Human Rights

Annex 1: Operating Instructions for the implementation and verification of the FSC Remedy Framework

1. The agreement between FSC and *organization**

- 1.1. *The Organization** or *corporate group** shall sign an agreement with FSC, prior to undertaking the *remedy** process.
- 1.2. *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 FSC Remedy Framework.
 - a. This shall include a commitment by *The Organization** or *corporate group** to the FSC Mission.
- 1.3. *The Corporate group** seeking association shall sign an agreement with FSC regulating the terms and conditions of the engagement.
 - a. This agreement shall not be considered association according (FSC-POL-01-004). The Parties shall review the terms and conditions of the agreement every two years.
 - b. 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.
 - c. The agreement shall provide the *Third Party Verifier** and *Independent Assessor** access to any and all reasonable documentation required for the verification and monitoring of the FSC Remedy Framework or *Remedy Plan** and its deliverables including but not limited to invoices, licenses of operation, concession acquisitions, corporate documents including shareholder reports and organizational charts, shipping documentation, timber volumes, satellite image based land cover change maps, and employment records.
- 1.4. The cost of implementation of the *remedy** process is born by *The Organization** or *corporate group**.
- 1.5. The ultimate responsibility for the plan, implementation, and delivery of *conservation** outcomes and social benefits shall rest with *The Organization** or *corporate group**.
- 1.6. The *Organization** that was *directly or indirectly involved** in *conversion** at the *management unit** and is found to be in violation of other Policy for Association *Unacceptable Activities** (FSC-POL-01-004 v2) shall be required to follow Policy of Association processes (FSC-PRO-01-009 v4) to address the unacceptable activities.
- 1.7. 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.

2. Obligations of FSC and *The Organization or corporate group*

- 2.1. FSC shall approve a *Third Party Verifier** based on the expertise required to evaluate social and environmental harms and plans to *remedy** these harms.
- 2.2. The ultimate responsibility for the plan, implementation, and delivery of *conservation** outcomes and social benefits shall rest with *The Organization** or *corporate group**.
- 2.3. The *Organization** that was *directly or indirectly involved** in *conversion** at the *management unit** and is found to be in violation of other Policy for Association *Unacceptable Activities** (FSC-POL-01-004 v2) shall be required to follow Policy of Association processes (FSC-PRO-01-009 v4) to address the unacceptable activities.
- 2.4. *The Organization** or *corporate group** shall submit the Concept Note and the Harms Analysis Report for verification before proceeding to implementation.
- 2.5. *The Organization** or *corporate group** seeking association shall make the verified Concept Note, excluding *Confidential Information**, *publicly available** and free of charge.

2.6. The FSC Dispute Resolution System may be used when anyone disagrees with the findings or decisions of the *Third Party Verifier*.*

3. Instructions to establish a Remedy Governance Body

- 3.1. Where the *corporate group** affirms together in a facilitated dialogue with *affected stakeholders** that a *Remedy Governance Body** (RGB) comprised of *affected stakeholders**, *independent experts**, and *corporate* representatives shall be established to oversee the implementation of the *Remedy Plan**, the *Remedy Governance Body** shall be convened prior to starting the baseline assessments.
- 3.2. The terms of reference, roles, responsibilities, and functions of the *Remedy Governance Body* are defined in a multi-stakeholder process with the *corporate group** and *affected stakeholders**. The *Remedy Governance Body* is not a replacement for engagement with *affected rights holders**.
- 3.3. The *corporate* or *corporate group* seeking association has a maximum number of voting members on the *Remedy Governance Body** to not exceed 25% of the total number of voting members. No other voting or non-voting member of the body may have any familial, financial, or otherwise dependent relationship in a conflict of interest with the *corporate* or *corporate group* or any of the members representing the *corporate group** on the *Remedy Governance Body**.
- 3.4. Decisions by the *Remedy Governance Body** are taken by casting votes – each voting member has one vote.

4. Stopping, suspending, terminating, the FSC Remedy Framework

- 4.1. FSC has the right to suspend and terminate the *Remedy Framework** or the resulting *Remedy Plan** according to the terms and conditions of the agreement between the *corporate group** and FSC.
- 4.2. Where *The Organization** stops or terminates the implementation of the *Remedy Plan**, and later applies to resume the process, either the *Third Party Verifier** or the Certification Body, as applicable, shall evaluate the implementation status of the *Remedy Plan**.
- 4.3. Where the *Remedy Plan** has been stopped or suspended and the *Third-Party Verifier** or Certification Body, as applicable, determines that *The Organization** or *corporate group** is again complying with the *Remedy Plan**, it may re-start the process where it was stopped. Such a decision requires dialogue with the *affected customary rights holders* for conversion** and *affected rights holders* for unacceptable activities** and informed consent according to FPIC.
- 4.4. When the *Third Party Verifier** or Certification Body, as applicable, determines that *The Organization** or *corporate group** is no longer conforming to 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.
- 4.5. 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 either the *Third Party Verifier** or the Certification Body, as applicable.
- 4.6. Where *The Organization** or *corporate group** seeking association 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.

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	Natural forest with > 30% canopy cover, in which the canopy is predominantly (> 75%) needleleaf and evergreen.
Deciduous needleleaf forest	Natural forests with > 30% canopy cover, in which the canopy is predominantly (> 75%) needleleaf and deciduous.
Mixed broadleaf/needleleaf forest	Natural forest 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	Natural forests with > 30% canopy cover, the canopy being > 75% evergreen and broadleaf.
Deciduous broadleaf forest	Natural forests with > 30% canopy cover, in which > 75% of the canopy is deciduous and broadleaves predominate (> 75% of canopy cover).
Freshwater swamp forest	Natural forests 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	Natural forest 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	Natural forests 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	Natural forests with > 30% canopy cover, below 1200m altitude that display little or no seasonality, the canopy being >75% evergreen broadleaf. Includes other types of ecosystems like salt marshes, spit forests, bamboo forests, palm tree forests.
Lower montane forest	Natural forests with > 30% canopy cover, between 1200-1800m altitude, with any seasonality regime and leaf type mixture.

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/afrika_forest/www.unep_wcmc.org/forest/global_map.htm

Tropical/Subtropical Forest Types	
Upper montane forest	Natural forests with > 30% canopy cover, above 1800m altitude, with any seasonality regime and leaf type mixture.
Freshwater swamp forest	Natural forests 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]
Semi-evergreen moist broadleaf forest	Natural forests 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	Natural forests 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	Natural forest with > 30% canopy cover, in which the canopy is predominantly (> 75%) needleleaf.
Mangroves	Natural forests with > 30% canopy cover, composed of species of mangrove tree, generally along coasts in or near brackish or saltwater.
Deciduous/semi-deciduous broadleaf forest	Natural forests with > 30% canopy cover, in which between 50-100% of the canopy is deciduous and broadleaves predominate (> 75% of canopy cover).
Sclerophyllous dry forest	Natural forests with > 30% canopy cover, in which the canopy is mainly composed of sclerophyllous broadleaves and is > 75% evergreen.
Thorn forest	Natural forests 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	Natural forests 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 ecosystems occur are in the boreal region and in the seasonally dry tropics.

Annex 3: Sample Indicators for Core Requirements

Box 4: Remedy Wheel to visualize examples of environmental and social key attributes.



Source: Adapted from SER International Standards (Gann et al., 2019)

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 abiotic/biotic parameters that should be monitored, considering:

- runoff
- soil erosion
- siltation
- water yield
- water quality
- tree survival and growth

- g. forest biomass
- h. carbon
- i. soil organic matter
- j. soil fauna
- k. natural regeneration of native species,
- l. wildlife
- m. *rare** or *threatened** species

2. Generic Indicators for Social Harms

a. Indicators of remedy to ongoing social harm:

- a(1) Access and free use of customary lands and legally owned lands
- a(2) Access to adequate clean water for drinking, bathing and washing
- a(3) Unimpeded access to public services such as health, education, religious institutions, government offices and markets
- a(4) Proof that workers are being paid the minimum wage or better
- a(5) Proof that workers' living conditions are adequate and that the health and safety of workers are no longer at risk
- a(6) Evidence that measures taken to halt any identified situations that have led to sexual harassment and discrimination based on gender, marital status, parenthood or sexual orientation.
- a(7) Evidence that company security personnel have been instructed to cease human rights abuses
- a(8) Policy in place to penalize or remove staff who obstruct remedy plan
- a(9) Evidence of release of criminalized community spokespeople and human rights defenders who have protested activities associated with conversion*.

b. Indicators of Social Values:

- b(1) Legal and / or customary rights to lands and resources
- b(2) Access to clean water for drinking, bathing and washing
- b(3) Local food security
- b(4) Decent hygiene facilities and health conditions
- b(5) Access to public services such as health, education, religious institutions, government offices and markets
- b(6) Decent living conditions for workers, adequate health and safety provisions and payment of minimum wages or above
- b(7) Absence of human rights abuses including harassment or intimidation of workers, community members and human rights defenders

C. Indicators of social restitution actions:

- c(1) reconstitute legal or customary lands taken without free, prior and informed consent*
- c(2) restore local food security through measures to allow self-provisioning, income generation and enterprises, and access to markets
- c(3) restore supplies of adequate clean water for people, livestock and farming
- c(4) restore ecological services and habitats crucial to livelihoods
- c(5) restore sites of special cultural, ecological, economic, religious or spiritual value
- c(6) provide remedy and compensate for all identified losses and damages to properties, farmlands, sources of livelihood, local enterprises and community infrastructure
- c(7) institute fair employment practices in terms of wages, conditions, health and safety, and elimination of discriminatory practices
- c(8) rectify operational and company security practices to: respect human rights; prevent harassment and intimidation and; provide access to meaningful grievance procedures
- c(9) measures in place to ensure future management operations adhere to FPIC and participation requirements.

D. Indicators of Engagement with Stakeholders:

- d(1) Evidence that affected rightsholders have agreed how they should be represented in meetings
- d(2) Minutes and participant lists of meetings with affected rightsholders
- d(3) Minutes and participant lists of meetings with affected stakeholders, concerned stakeholders and experts
- d(4) Participant evaluations of engagement processes

E. Indicators of Outcomes of Engagement:

- e(1) FPIC agreements with affected customary rightsholders showing they have accepted the Remedy Plan
- e(2) Evidence that stakeholders' and experts' concerns have been taken into account in Remedy Plan and/or documented reasons that they have been amended or discounted.

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Annex 4: Indicators for evaluating concerns of unacceptable activities raised against the Policy for Association of Organizations with FSC

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

a. Illegal logging or the trade in illegal wood or forest products	
a.(1)	<i>The corporate group*</i> 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.(2)	Corroborated evidence showing the <i>corporate group*</i> through corruption, bribery or other unlawful means 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)
a.(3)	Multiple citations from regulatory agency or otherwise documented and triangulated evidence of employees or subcontractors of the <i>corporate group*</i> not being in compliance with legal requirements related to the harvesting, production, financial transaction of wood or forest products.
a.(4)	Multiple citations or documented and triangulated evidence of the <i>corporate group*</i> systematically failing to comply with applicable regulations, codes and laws ³ , pertaining to the harvest and/or trade in wood or other forest products.
a.(5)	Multiple citations of non-compliance with anti-corruption legislation or tax laws by the <i>corporate group*</i> 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 rights⁴ in forestry operations	
b.(1)	The <i>corporate group*</i> has not published a policy on identifying and respecting traditional and human rights, does not have an operating UN Guiding Principles on Business and Human Rights ⁵ compliant grievance mechanism, 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.(2)	The <i>corporate group*</i> has failed to systematically identify communities affected by its forestry operations. Documented evidence of violation of traditional or human rights .
b.(3)	The <i>corporate group*</i> failed to identify (locate, map, and communicate) rightsholders of human and traditional rights. Documented evidence of violation of traditional or human rights
b.(4)	The <i>corporate group*</i> failed to implement FPIC in operations affecting traditional rightsholders or systematically failed to implement FPIC in operations. Documented evidence of a violation of human rights found.
b.(5)	Multiple documented failures to implement conflict resolution agreements ⁶ or remedy agreements for documented violations of traditional and human rights.
b.(6)	There is documented evidence that the <i>corporate group*</i> is violating/has violated ILO Convention 169 on Indigenous and Tribal Peoples in the <i>management unit*</i> .
b.(7)	Documented evidence of gross violations ⁷ 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.

³ See the Controlled Wood list of applicable laws.

⁴ See UNDRIP, UNGP, DHR, ILO 169, National Laws

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

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

⁷ 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>

b.(8)	Documented evidence that the <i>corporate group</i> * 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 operations	
c.(1)	The <i>corporate group</i> * is operating in a medium to high biodiverse areas ⁸ , 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 HCV values present.
c.(3)	The <i>corporate group</i> * 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 values are present.
c.(5)	The <i>corporate group</i> * 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. ⁹ Landcover change maps or other documented evidence of destruction of HCV values are present.
c.(6)	The <i>corporate group</i> * 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.(7)	The <i>corporate group</i> * 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.(1)	The <i>corporate group</i> * has converted natural forest to plantation or non-forest land use exceeding the threshold for significant conversion.
d.(2)	The <i>corporate group</i> * has not protected its <i>management unit</i> * 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.(3)	The <i>corporate group</i> * does not maintain records which demonstrate that the <i>corporate group</i> * 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.
Part I.1.e.: Introduction of genetically modified organisms in forestry operations	
Subject to further discussions and research	
Part I.1.f.: Violation of any of the ILO Core Conventions¹⁰	
<i>Freedom of association and effective recognition of the right to collective bargaining</i>	
f.(1)	Workers are impeded or hindered from establishing or joining worker organizations of their own choosing.
f.(2)	The <i>corporate group</i> * demonstrates an intolerance for the full freedom of worker organizations to draw up their own constitutions and rules.
f.(3)	The <i>corporate group</i> * 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.(4)	The <i>corporate group</i> * has discriminated against or punished workers for engaging in lawful activities related to forming, joining or assisting a worker organization or choosing not to

⁸ Reference HCV Resource Network, IUCN Key Biodiverse Areas and Red List Ecosystems as high biodiverse regions.

⁹ 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**

¹⁰ 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.

f.(5)	The <i>corporate group</i> * has failed to negotiate in good faith ¹¹ with lawfully established worker organizations and/or worker organizations' duly selected representatives with an aim to reach a collective bargaining agreement
f.(6)	Where they exist, collective bargaining agreements have been ignored and/or their implementation has been impeded
f.(7)	Workers are impeded or hindered from establishing or joining worker organizations of their own choosing.
f.(8)	The <i>corporate group</i> * demonstrates an intolerance for the full freedom of worker organizations to draw up their own constitutions and rules.
f.(9)	The <i>corporate group</i> * 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.(10)	The <i>corporate group</i> * 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.(11)	The <i>corporate group</i> * has failed to negotiate in good faith ¹² with lawfully established worker organizations and/or worker organizations' duly selected representatives with an aim to reach a collective bargaining agreement
f.(12)	Where they exist, collective bargaining agreements have been ignored and/or their implementation has been impeded
f.(13)	Workers are impeded or hindered from establishing or joining worker organizations of their own choosing.
<u>Elimination of forced labour with respect to employment and occupation</u>	
f.(14)	The <i>corporate group</i> * utilizes involuntary employment relationships (e.g., relationships that are not based on mutual consent) or work forced by the threat of penalty
f.(15)	The <i>corporate group</i> * utilizes forced or compulsory labor practices, including but not limited to: <ul style="list-style-type: none"> - 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.
<u>Abolition of child labour</u>	
f.(17)	Except where permitted by national laws, the <i>corporate group</i> * employs workers below the age of 15, or below the minimum age for light work as stated under national or local laws
f.(18)	Persons under the age of 18 are engaged in hazardous or heavy work

¹¹ 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. [...]."

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