

**Review Notes: FSC-STD-40-004 v.3-0 DRAFT 2-0
10/20/15**

New language that should be discarded

clause	Why?	What would be better
1.7	Introduces (yet again) the thoroughly discredited concept of “Transaction Verification” and (yet again) attempts to require implementation of the ill-considered Online Claims Platform.	Abandon the OCP in favor of Option B (or perhaps C) in TV discussion paper.
11.4.e	This is absurd, unnecessary, and insulting to CH’s	discard

Necessary language that should be clarified by shortening

clause	Why?	What would be better
2.1	A key requirement should be kept as simple as possible to ensure consistent interpretation.	The org. shall verify (via FSC online resources) the validity and scope of ...certified suppliers.
5.3	A key requirement should be kept as simple as possible to ensure consistent interpretation.	Information...shall be sufficient to allow verification of conformance.
12.1	Timber legality legislation is (be definition) defined and detailed elsewhere. It also varies regionally.	Reduce to the first sentence: “...shall ensure that its ...conform...”

Necessary language that can be improved

clause	Why?	What would be better
2.2	To allow more flexibility in application, with little added risk.	Dropping the “invoice and..” language in favor of “sales documentation”
2.3	To help ensure proper and consistent application of this key concept.	Add a more explicit and detailed definition of “eligible inputs”
11.11	This is necessary guidance, but drafted in a manner to make it difficult to apply.	Shorten and add clarifying guidance in an informative annex

Unnecessary language that should be discarded or moved to an informative annex

clause	Why?	What would be better
2.1: NOTE	The phrase “may consider” has no place in a conformance standard.	Exercise discipline in drafting – less is more
2.4, 2.5, 2.6, 3.2, 4.1:NOTE, 6.5, 6.7, 6.8	Phrases like “may be exempt”, “may classify”, or “may use” do not belong in a conformance standard	Most of this language belongs in an informative annex
6.3	This clause simply functions as an optional interpretation of the term “sales documentation”. It also introduces an undefined requirement to “justify its inability” that is very impractical to apply	Discard or move to an informative annex
6.7:fig. 1, 7, 8.5: fig. 5&6,	Graphics and illustrations (while often helpful) cannot be considered normative language.	Move to an informative annex
9.13	Reference to the “CW credit account” is illogical and unnecessary	Remove
11.6:NOTE	This is an instruction to CB’s	Move to accreditation standard

