

**Review Notes: FSC-STD-40-004 v.3-0 DRAFT 3-0
8/12/2016**

Part I: Universal Requirements

clause	MixedWood's opinion	Comments & recommendations
1.1.a-d	Improved	Clean & simple requirements
1.1.e	Needs Work	Good concept, but specific requirements are difficult to identify. A list would be more effective.
1.2	Good	Necessary and clear
1.3	Good	Necessary (perhaps) and clear
1.4	Good	Necessary (perhaps) and clear
1.5 & 1.6	Needs Work	These basic requirements are far too detailed and prescriptive. Complaints and non-conforming product requirements should be consolidated into one simple clause.
2.1.a-b	Good	Necessary and clear
2.1.c	Needs Work	The language of this sub-clause is messy, unclear, and possibly unnecessary. Simple reference to the definition of Product Group may be better.
2.2	Good	Necessary and clear
3.1-2		
3.3.a & c	Good	Necessary and clear. Use of "and/or" in the main clause is sensible and appropriate. This clause is inconsistent with clause 6.5 (as drafted).
3.3.b	Needs Work	This sub-clause should be re-worded. Rather than "...ensure that...the FSC Claim is correct.", it should read: "...ensure that ...an FSC Claim is specified"
3.4 3.5 3.6	Improvement	Necessary and clear – better than current standard
3.7	Good	Necessary and clear
3.8	Needs Work	The first sentence of this clause is sufficient. The second sentence is unnecessary and duplicates clause 3.5
3.9	Should be Dropped	This clause has very narrow application and can be eliminated from the standard
4.1	Improvement	Necessary and clear – better than current standard
5.1 5.2 5.3	Good	Necessary and clear
5.4	Should be	CoC assessment protocols currently require access to

	Dropped	any and all evidence necessary to verify conformance. This clause is unnecessary and duplicates accreditation standards.
5.5	Needs Work	This clause should be simplified: "...shall prepare annual, quantitative summary sufficient to demonstrate conformity to this standard."
6.1	Good	Necessary and clear
6.2	Needs Work	The word "supplies" should be replaced with "sales". The first sentence of this clause is sufficient. The second sentence - referring primarily outside the scope of a single certificate scope - only serves to obfuscate the point..
6.3	Should be Dropped	It is unnecessary to specify what an organization "may identify" on sales documents. Application of this clause is narrow and this information should be documented elsewhere.
6.4	Good	Necessary and clear
6.5	Should be Dropped	This clause is clearly written, but unnecessary and expensive to implement. Companies should be allowed flexibility concerning the documents used to communicate required CoC information in transactions. See related NOTE at 3.3 - these clauses are presently incompatible
6.6	Needs Work	The concept behind this clause is sensible, but - as drafted - it is far too complex and unclear for implementation. <ul style="list-style-type: none"> • The concept of "obtain(ing) permission" from a CB for "justified reasons" is very weak • A requirement for "no risk" is nonsensical (6.6.b)
6.7	Good	Necessary (perhaps) and clear
6.8	Needs Work	The concept of this clause is clear, but the language is very poor. The sentence needs re-wording so that the action verb "can only sell" is replaced with a clear "shall" statement.
6.9	Needs Work	This clause appears to provide a specific exemption to the requirements of clause 6.1. Its meaning, however, is not sufficiently clear. The phrase "may issue" implies an option, not an exception. Re-wording is needed.



Part I: Section 7 – Transaction Verification

clause	MixedWood's opinion	Comments & recommendations
7.1 7.2 7.3	Should be Dropped	The requirement to enter transaction details into an external FSC-managed OCP database represents a fundamental revision to the entire CoC system.
7.4	Should be Dropped	This requirement is undefined and its practical scope is almost endless. The requirement to “support its certification body” could require bearing the cost of inquiry, verification, and investigation through an entire supply chain.

Part II: FSC Control Systems

clause	MixedWood's opinion	Comments & recommendations
8.1 8.2 8.3	Good	Necessary and clear
9.1	Needs Work	The substance of this clause is clear, but its construction is awkward. The combination, “may be applied” and “conditions for application” is indirect. A direct statement is preferred and more effective. e.g. “Percentage systems that are applied at the level of multiple physical sites ...are subject to the following conditions...” (see 10.2)
9.2 9.3 9.4 9.5	Good	Necessary and clear
9.6	Should be Dropped	This clause appears to serve no purpose at all. Clarify or remove.
9.7	Should be Dropped	This clause appears to serve little or no purpose. Clarify or remove.
9.8	Should be Dropped	This clause is both confusing and unnecessary.
9.9 9.10	Good	Necessary and clear
10.1	Good	Necessary and clear
10.2	Needs Work	The substance of this clause is clear, but its construction is awkward. The combination, “may be applied” and “conditions for application” is indirect. A direct statement is preferred and more effective. e.g. “Credit systems that are applied at the level of multiple physical sites ...are subject to the following conditions...” (see 9.1)



10.3	Good	Necessary and clear
10.4	Should be Dropped	The intention of this clause is clear, but its application relies on subjective classification of material “quality”. This clause appears to be a solution (of limited application) in search of a problem that may not exist.
10.5	Needs Work	The first sentence of this clause is sufficient. The second sentence is unnecessary and simply confuses application. Use of the phrase “This means that...” is a sure sign of unnecessary language.
10.6	Should be Dropped	This clause is unnecessary and duplicates the effect of clause 5.2
10.7 10.8 10.9	Good	Necessary and clear
10.10	Needs Work	Use of the word “sale” for “supply” makes this clause more clear. The final phrase “on the basis of a corresponding FSC Controlled Wood credit account” should be dropped. <ul style="list-style-type: none"> This requirement is nonsensical and serves only to require additional administrative effort and cost – without any benefit.

Part III: Supplementary Requirements

clause	MixedWood’s opinion	Comments & recommendations
11.1 11.2 11.3	Good	Necessary and clear
12.1	Good	Necessary and clear
12.2	Needs Work	This clause might be more clear if inserted as a sub-clause to 12.1
12.2 NOTE	Should be Dropped	This clause (apparently) attempts to create a distinction without an obvious difference. Its intent and application are very unclear
12.4.a-d	Good	Necessary and clear
12.4.e	Should be Dropped	This clause effectively extends the FSC Policy for Association deep inside the business practices of non-member Certificate Holders. This is intrusive and offensive. The FSC staff and BoD may continue to attempt to distinguish between “good” and “bad” companies. Expecting CoC companies to participate in this exercise is unreasonable.



12.5	Needs Work	The three sub-clauses (a-c) would be more clear if added to the list of elements required in the outsourcing agreement (clause 12.4)
12.6	Good	Necessary and clear
12.7	Should be Dropped	The clause serves to formally place a contracting company within the scopes of two certified CoC systems. While possible, including this as a normative requirement simply complicates the situation for no apparent purpose.
12.8	Should be Dropped	This clause serves to additionally complicate the situation created by clause 12.8.
13.1.a	Good	This clause and first sub-clause are sufficient in themselves.
13.1.b-c	Should be Dropped	These 2 sub-clauses suffer from several flaws. They should be (at least) considerably simplified and clarified, or (better) discarded.

Annex A: Eligibility criteria...

clause	MixedWood's opinion	Comments & recommendations
1.1	Good	Necessary and clear
1.2	Improved	Necessary and clear – better than current standard
2.1	Improved	Necessary and clear – better than current standard
2.2	Needs Work	This clause would be strengthened by using conventional “the org. shall (not)” phrasing
2.3	Improved	Necessary and clear – better than current standard
3.1	Improved	Necessary and clear – better than current standard
3.2		

Annex D: Terms and definitions (selected items)

term	MixedWood's opinion	Comments & recommendations
Claim-contributing input	Needs Work	This term defines an important and useful concept. The definition – as drafted – is difficult to understand. Careful re-writing and the use of lists can improve this helpful language.
Quality	Needs Work	While the underlying intent behind this term is clear, its application remains too vague and subjective. If a simple and objective definition cannot be provided, the concept should be discarded.

