NSF International Certification Policies

NSF International Forestry Program Policies for Accredited Third-Party Registration and Certification

December 18, 2017
NSF International, an independent, not-for-profit, non-governmental organization, is dedicated to being the leading global provider of public health and safety-based risk management solutions while serving the interests of all stakeholders.

These Policies are subject to revision. Contact NSF to confirm this revision is current.

Users of these Policies may request clarifications and interpretations, or propose revisions by contacting:

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Accredited Third-Party Registration and Certification

Developer
NSF International

Adopted
NSF International
Disclaimers

NSF, in performing its functions in accordance with its objectives, does not assume or undertake to discharge any responsibility of the manufacturer or any other party. The opinions and findings of NSF represent its professional judgment. NSF shall not be responsible to anyone for the use of or reliance upon these Certification Policies by anyone. NSF shall not incur any obligation or liability for damages, including consequential damages, arising out of or in connection with the use, interpretation of, or reliance upon these Certification Policies.

NSF Certification Policies provide basic criteria to promote public health and safety. Provisions for mechanical and electrical safety have not been included in these Certification policies because governmental agencies or other national organizations provide safety requirements.

Participation in NSF Certification policy development activities by regulatory agency representatives (federal, local, state) shall not constitute their agency's endorsement of NSF or any of its Certification Policies.

Preference is given to the use of performance criteria measurable by examination or testing in NSF Certification Policies development when such performance criteria may reasonably be used in lieu of design, materials, or construction criteria.

The illustrations, if provided, are intended to assist in understanding their adjacent standard requirements. However, the illustrations may not include all requirements for a specific product or unit, nor do they show the only method of fabricating such arrangements. Such partial drawings shall not be used to justify improper or incomplete design and construction.
Foreword

NSF’s Forestry Program accreditations are shared by NSF International and NSF-ISR. NSF International holds the ANSI accreditation, which covers SFI Chain of Custody, SFI Certified Sourcing and PEFC Chain of Custody, while NSF-ISR holds the ANAB accreditation, which covers SFI Forest Management, SFI Fiber Sourcing and ATFS. The Sustainable Biomass Partnership Standard is not currently accredited. In accordance with the certification schemes, policies for ANAB-accredited standards are designed to comply with ISO17021 and policies for ANSI-accredited standards are designed to comply with ISO17065.

This version of Forestry Program Policies for Accredited Third-Party Registration and Certification includes revision to the General Policies.

The following changes were made to the General Policies, effective December 18, 2017:

GP – 8 Trade Designations was updated to improve clarity.

GP – 42 Unauthorized Shipment or Disposal of Certified or Non-certified Products Placed on Hold has been updated to improve clarity around steps that may be taken by NSF, and allows flexibility when scheduling an Administrative Hearing.

No changes were made to the Program Policies section.

This Policy was developed by the NSF Certification Council and Industry members. Suggestions for improvement of this Policy are welcome. Comments should be sent to General Manager, Sustainability Program Certification, c/o NSF International, PO Box 130140, Ann Arbor, Michigan 48113-0140, USA.
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# TABLE OF CONTENTS

## SECTION I. GENERAL POLICIES FOR ALL PRODUCTS

<table>
<thead>
<tr>
<th>Topic</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>INTRODUCTION</td>
<td>1</td>
</tr>
<tr>
<td>DEFINITIONS</td>
<td>1</td>
</tr>
<tr>
<td>AUTHORIZATION FOR NSF CERTIFICATION</td>
<td></td>
</tr>
<tr>
<td>GP – 1. Eligibility</td>
<td>2</td>
</tr>
<tr>
<td>GP – 2. Application</td>
<td>2</td>
</tr>
<tr>
<td>GP – 3. Contract</td>
<td>2</td>
</tr>
<tr>
<td>GP – 5. Transfer of Authorization for Certification and Use of the Mark</td>
<td>3</td>
</tr>
<tr>
<td>GP – 6. NSF Acknowledgment of Certified Products</td>
<td>3</td>
</tr>
<tr>
<td>GP – 7. Use of the Mark for Products Shown in the Official Listing</td>
<td>3</td>
</tr>
<tr>
<td>GP – 8. Trade Designations</td>
<td>3</td>
</tr>
<tr>
<td>GP – 9. Use of the Mark for New Products</td>
<td>4</td>
</tr>
<tr>
<td>GP – 10. Use of the Mark at Authorized Locations</td>
<td>4</td>
</tr>
<tr>
<td>GP – 11. Product Modification</td>
<td>4</td>
</tr>
<tr>
<td>GP – 12. Implementation of Revisions to Standards or Policies</td>
<td>4</td>
</tr>
<tr>
<td>GP – 13. Private Labeling of Certified Products</td>
<td>4</td>
</tr>
<tr>
<td>AUDIT</td>
<td></td>
</tr>
<tr>
<td>GP – 14. Requirement and Purpose of Audits</td>
<td>5</td>
</tr>
<tr>
<td>GP – 16. Cooperation with NSF</td>
<td>5</td>
</tr>
<tr>
<td>GP – 17. Sample Collection</td>
<td>5</td>
</tr>
<tr>
<td>GP – 18. Corrective Action Report</td>
<td>6</td>
</tr>
<tr>
<td>GP – 19. Audit Suspension Due to Travel Restrictions</td>
<td>6</td>
</tr>
<tr>
<td>GP – 20. Non-Operational Locations</td>
<td>6</td>
</tr>
<tr>
<td>TESTING</td>
<td></td>
</tr>
<tr>
<td>GP – 21. Scope of Testing</td>
<td>7</td>
</tr>
<tr>
<td>GP – 22. Conduct of Testing</td>
<td>7</td>
</tr>
<tr>
<td>GP – 23. Test Report</td>
<td>7</td>
</tr>
<tr>
<td>GP – 24. Periodic Testing of Certified Products</td>
<td>7</td>
</tr>
<tr>
<td>GP – 25. Disposition of Test Samples</td>
<td>7</td>
</tr>
<tr>
<td>RECORDS</td>
<td></td>
</tr>
<tr>
<td>GP – 27. Company Records of Materials and Components</td>
<td>7</td>
</tr>
<tr>
<td>GP – 28. Company Records of Production, Shipment, and Inventory</td>
<td>8</td>
</tr>
<tr>
<td>GP – 29. Company Records of Complaints About Its Certified Products</td>
<td>8</td>
</tr>
<tr>
<td>CONFIDENTIALITY</td>
<td></td>
</tr>
<tr>
<td>GP – 30. Confidentiality</td>
<td>8</td>
</tr>
<tr>
<td>GP – 31. Procedures Upon Receipt of Subpoena for Confidential Business Information</td>
<td>9</td>
</tr>
<tr>
<td>ADVERTISING</td>
<td></td>
</tr>
<tr>
<td>GP – 32. Use of the Mark by Certified Companies: Advertising, Packaging, and Literature</td>
<td>9</td>
</tr>
<tr>
<td>GP – 33. Use of the Mark by Parties other than the Certified Company: Advertising and Literature</td>
<td>9</td>
</tr>
</tbody>
</table>
INVESTIGATION OF COMPLAINTS
GP – 34. Complaints .............................................................................................................................. 10
GP – 35. Investigation of Complaints: Sample Selection and Handling.............................................. 10

CORRECTIVE ACTION AND ENFORCEMENT
GP – 36. Corrective Action for General Noncompliance........................................................................ 10
GP – 37. Noncompliant Test Results for Initial Qualification .............................................................. 11
GP – 38. Noncompliant Test Results for Certified Products ............................................................... 11
GP – 39. Noncompliant Retest Results for Certified Products............................................................ 12
GP – 40. Use of the Mark on a Non-Certified Product ......................................................................... 12
GP – 41. Unauthorized Change to a Certified Product ............................................................................ 12
GP – 42. Unauthorized Shipment or Disposal of Certified or Non-certified Products Placed on Hold. 13
GP – 43. Bribes Offered to NSF ............................................................................................................ 13
GP – 44. Request for Recall of Products ................................................................................................ 13
GP – 45. Administrative Hearing .......................................................................................................... 14
GP – 46. Withdrawal of Certification .................................................................................................. 14
GP – 47. Public Notice .......................................................................................................................... 15
GP – 48. Reinstatement ......................................................................................................................... 16

APPEALS
GP – 49. Appeal of a Decision, Result or Action taken by NSF ............................................................ 16
GP – 50. Legal Action ......................................................................................................................... 16

FEES
GP – 51. Application Fee ..................................................................................................................... 16
GP – 52. Standards Maintenance Fee ................................................................................................. 16
GP – 53. Certification Fee ................................................................................................................... 17
GP – 54. Additional Charges ................................................................................................................. 17
GP – 55. Collection Fee ..................................................................................................................... 17
GP – 56. Charges by Governmental Agencies ..................................................................................... 17

CERTIFICATION AGREEMENT
Annex Z ................................................................................................................................................. Z1
SECTION II. FORESTRY PROGRAM SPECIFIC POLICIES FOR ACCREDITED THIRD-PARTY REGISTRATION AND CERTIFICATION

AUDIT PROCESS
PP – 1. Initial Assessment ................................................................................................................... 22
PP – 2. Surveillance Audit ................................................................................................................... 22
PP – 3. Reassessment Audit ................................................................................................................ 22
PP – 4. Documentation Review .......................................................................................................... 23
PP – 5. Special Audit .......................................................................................................................... 23
PP – 6. Corrective Action and Enforcement ....................................................................................... 23
PP – 7. Suspension and Termination of Registration or Certification ................................................ 24
PP – 8. Transfer of Registration or Certification from Another Certification Body .......................... 25
PP – 9. Modifications to the Company that may affect Registration or Certification .................... 25
PP – 11. High Priority Field Visits – Fiber Sourcing Systems .......................................................... 26

MARKING
PP – 12. Use of Program-Specific Certification Marks and Labels .................................................. 26

SFI CHAIN-OF-CUSTODY AND PEFC CHAIN-OF-CUSTODY
PP – 13. Options for Chain-of-Custody .......................................................................................... 26

SUSTAINABLE BIOMASS PARTNERSHIP
PP – 14. Special rules for major nonconformities .......................................................................... 27
PP – 15. Certificate Suspension, Withdrawal or Termination .......................................................... 27
PP – 16. Contracting Requirements .................................................................................................. 27
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SECTION I. GENERAL POLICIES FOR ALL PRODUCTS

INTRODUCTION

NSF International (NSF) offers Certification of Products to any Company, subject to the requirements of the general and program specific policies.

The general policies (Section I) apply to all Products being Certified against any Standard, within the scope of an NSF Certification program. There are additional program specific policies (Section II) that further define requirements under each NSF Certification program. The general and program specific policies shall be considered in their entirety, and shall be applied within the context of the Standard referenced in the contract between the Company and NSF. For clarity and ease of reference, these policies are presented as individually numbered items with appropriate headings.

DEFINITIONS

Certified Product – Product authorized by NSF for Certification and use of the Mark.

Certification – NSF attestation demonstrating that adequate confidence is achieved, that a duly identified product, process, or service is in conformity with all applicable NSF requirements, and the Company is authorized to apply a designated Mark to the Product as long as it continues to conform with all NSF requirements.

* THE TERMS “LISTING” OR “LISTED” ARE SYNONYMOUS WITH CERTIFICATION OR CERTIFIED.

Client – The entity executing the Contract, as set forth in the Client Affidavit section of the NSF Certification Contract.

Company – Any public or private organization, group, individual, or other entity contracting with NSF, or a subsidiary or division of such an entity.

Compliance – Conformance with all NSF requirement(s).

Contract – Any authorized written agreement between the Company and NSF. An authorized agreement is any agreement signed by a corporate officer of NSF.

Distributor – The distributor is responsible for issuing catalogues and handling sales functions for the brand. The distributor has direct interaction with the retailer or purchasing customer.

Location – Any point of final production or assembly. Multiple locations producing a Certified product that can be audited in one audit day (eight hours) may be considered one location.

Mark – A registered NSF Certification Mark. In this instance “registered” means a formal process with an appropriate official agency. Current Marks are available through the responsible program office.
New Product – Products manufactured or assembled after the date of authorization for Certification.

Noncompliance – Lack of conformance with any NSF requirement.

NSF – NSF International, its staff, subsidiaries and affiliates, or other authorized representatives.

NSF Requirements – Requirements of the relevant Standards, the general and program specific policies, and any agreements or contracts upon which NSF’s Certification are based. In all instances where this term is used, it is understood this means the requirements that are appropriate and applicable to the specific Product.

Product – Any goods, equipment, component, system, service, material, location, compound, or ingredient covered by a Standard for which NSF offers Certification, including those made on the behalf of another manufacturer or those distributed by companies other than the manufacturer.

Public Notice – Distribution of a written notice of non-compliance.

Recall – A Company attempt to recapture a noncompliant Product, and which may include all enforcement actions, such as notice to distribution and Public Notice.

Standard – The document that is the basis for the Certification. This document may be an NSF Standard, an NSF/ANSI Standard, another voluntary standard, an NSF Criteria or other criteria, a government regulation, or other specifications.

Subcontract Laboratory (SCL) – A laboratory that has been evaluated and contracted by NSF to perform testing for NSF in accordance with NSF requirements and procedures.

Type Testing – Conformity testing on the basis of one or more specimens of a product representative of the production.

AUTHORIZATION FOR NSF CERTIFICATION

GP – 1. Eligibility
A Company with Products covered by a Standard for which NSF offers Certification is eligible to have its products certified by NSF.

GP – 2. Application
Application materials provided by NSF shall be completed by Client for each location where certification services are requested.

GP – 3. Contract
Company and NSF shall execute a contract provided by NSF. A separate contract is required for each subsidiary or division of a Company requesting a separate Official Listing. If a Company seeks Certification of Product(s) under more than one NSF Certification program, NSF may require separate contracts for each service area.
GP – 4. Notification of Certification and Authorization for Use of the Mark
The Company shall be advised in writing of the Certification, and the Certification shall be made public by NSF. Upon receipt of notification, the Company is authorized to apply or use the Mark in connection with Certified Product(s).

No Company or person shall apply or use the Mark in connection with a Product, or represent in any way that the Product is Certified, until receipt of written authorization from NSF. Unauthorized use of the Mark is prohibited; NSF may pursue legal recourse if the Mark is misused. In the event that NSF determines that a Product is not in compliance with NSF requirements, use of the Mark is not authorized.

GP – 5. Transfer of Authorization for Certification and Use of the Mark
Upon request and with documentation of continued compliance with all applicable NSF requirements, NSF may transfer authorization for continued Certification of specific Products to another Company for the purpose of a name change, change of ownership, or change of a location.

GP – 6. NSF Acknowledgment of Certified Products
Certified Products shall bear the Mark or be otherwise represented as Certified. For Certified Products that do not bear the Mark, a statement shall be included in the Official Listing indicating how the Product will be represented as being Certified.

When a Certified Product is sold with any non-Certified product, the Company shall clearly indicate on the Product that the non-Certified product has not been evaluated to the respective Standard.

GP – 7. Use of the Mark for Products Shown in the Official Listing
The Company shall represent as Certified, by use of the Mark or otherwise, only Products that are in compliance with all applicable NSF requirements, and only after the Product has been Certified by NSF. Products bearing the Mark shall not be distributed until the trade designation or model designation appears in the company’s Official NSF Listing.

The NSF Product marking shall not directly or indirectly represent, imply, or claim an NSF Certification for an end use application for which it is not Certified by NSF.

GP – 8. Trade Designations
A Company shall not use the letters “NSF” in its trade designation (e.g., name, model number, or other identification assigned by the Company) for a Certified or Non-Certified Product, unless prior written authorization from NSF allows otherwise. there is a legitimate reason for doing so, i.e., NSF might mean “non-stick fry pan.”

A Company shall not have a trade designation for a Certified Product that directly or indirectly states or implies an end use application for which the Product is not Certified.

NSF shall review any trade designation that references all or a portion of the designation of a Standard (e.g., “51” for NSF 51, “C900” or “AWWA C900” for AWWA C900), or official regulation (e.g., the Codex Alimentarius). NSF in its sole discretion shall determine whether such a reference directly or indirectly states or implies an end use application for which the Product is not Certified. NSF shall not authorize the use of the reference in such cases. NSF may include information about the NSF Certification to any Standards or regulations referenced in a trade designation in the Product’s official Listing.
GP – 9. **Use of the Mark for New Products**
The Company shall place the Mark only on new Products fully complying with all NSF requirements, unless prior written authorization from NSF allows otherwise.

GP – 10. **Use of the Mark at Authorized Locations**
The Mark shall be placed on Products only at locations authorized by NSF, unless prior written authorization from NSF permits placement at another location.

GP – 11. **Product Modification**
The Company shall notify NSF in writing prior to any changes related to NSF requirements for a Certified Product. The change shall be reviewed by NSF and the Company advised of any required evaluation or testing. The Company shall not make such changes to a Certified Product without prior written acceptance by NSF.

GP – 12. **Implementation of Revisions to Standards or Policies**
Upon adoption of a revision to a Standard or Policy that is applicable for Certification, NSF shall publish an effective date of implementation. All Certified Products shall be verified as complying with the requirements of the revised Standard or Policy on or before the effective date of implementation.

Except as provided below, products submitted for Certification after the date of adoption of a revision to a Standard or Policy, and prior to the date of implementation may be evaluated and tested to the previous version of the Standard. However, full compliance with the revision shall be verified prior to the date of implementation. When a revision to a Standard addresses an identified public health issue, new or modified products submitted for Certification after the date of adoption and prior to the date of implementation of the revised Standard shall be in full compliance with the revised Standard upon qualification.

GP – 13. **Private Labeling of Certified Products**
A Company shall be authorized to label Certified Products with another name and trade designation under one of the following provisions:

- Marking for the privately labeled product shall include the name and trade designation of the company for whom the private labeling is occurring, and shall also identify the original Company as the manufacturer of the product. The original Company’s name and address (or a unique company identifier approved by NSF); and trade designation shall be included on the label or data plate, and in any advertising materials; or

- The original Company’s Official Listing shall include the name and trade designation of the company for whom the private labeling is occurring; or

- The original Company shall private label the Product with no modifications as “Another Name For” on behalf of the private label Company. A separate Listing shall be issued by NSF in the name of the private label Company, which is supported by the original Company’s Certified Product.

NSF Certification programs shall determine what fee and contract terms are applicable, in compliance with GP-3 and GP-56.
AUDIT

GP – 14. Requirement and Purpose of Audits
Except where otherwise provided for in Program Specific policies; an audit of all relevant facilities of the Company shall be required before Certification is authorized, and one or more unannounced audits may be conducted each calendar year. However, NSF reserves the right to conduct announced or unannounced audits as needed to monitor for compliance with all NSF requirements.

At the election of NSF, subcontract auditors may be used in lieu of NSF staff auditors.

GP – 15. Access for Audits
Access to facilities and locations for NSF audits shall be granted promptly by the Company. NSF shall make every attempt to accommodate facility vacations, inventory shutdowns and other non-productive periods or facility closings where NSF has been notified in advance. NSF shall be granted access to all facilities and locations of the Company, except where precluded from doing so by restrictions included in agreements between the Company and NSF or by government regulations, and where NSF has been notified in advance and is satisfied as to the validity of these restrictions. Refused or delayed access may result in withdrawal of Certification and in other appropriate actions by NSF including but not limited to, issuing a public notice.

GP – 16. Cooperation with NSF
Audit and sampling of Products by NSF is for the benefit of the Company as well as in the public interest. While engaged in the performance of these duties, NSF shall be given every assistance necessary, and shall have the right to examine all records bearing upon the duties and responsibilities of NSF or the Company with respect to compliance with NSF requirements. No NSF representative shall be required, nor authorized to make any agreements, waive any rights or privileges, or enter into any compromises as a condition of audit.

While in a Company's facility, NSF representatives shall comply with all applicable health and safety rules and be accompanied by authorized Company personnel. The Company shall notify NSF in advance of any health and safety equipment necessary for access to the Company’s facility, or shall provide the necessary health and safety equipment for the NSF auditor’s use during the audit, along with instructions for proper use.

NSF auditors may discontinue an audit at a site where their health and safety may be at risk, if they are subject to sexual harassment or discrimination, or the conduct of the Company staff hampers the completion of a valid audit. The Company may, at any time for any reason, require that an auditor of NSF leave the facilities of the Company. An auditor shall immediately notify executive management of the Company and NSF if an audit is to be discontinued. If an audit is terminated its status is “attempted.”

GP – 17. Sample Collection
The Company shall permit NSF to select samples for testing and retesting. The samples shall be provided without charge, appropriately identified by NSF, and shipped immediately prepaid by the Company. If samples are not received within 45 days from collection, NSF at its sole discretion may determine the appropriate method for obtaining a replacement sample. It is acknowledged that samples collected outside the United States may experience delays in
customs and transit. It is the Company’s responsibility to provide written notice to NSF if the receipt of the sample will exceed 45 days from collection.

GP – 18. Corrective Action Report
NSF shall provide the Company with a report detailing all nonconformities noted during the audit within five business days of the closing meeting.

Note: While it is anticipated that NSF can provide most Corrective Action reports within one business day, for audit locations having limited internet access, this process may require up to five business days.

GP – 19. Audit Suspension Due to Travel Restrictions
NSF may elect to suspend travel by its representatives to a specific geographical location or region as the result of official travel warnings, advisories, or other health and safety concerns including, but not limited to, civil unrest, personal security, and risk of communicable disease.

If suspension of travel prevents monitoring audits from being conducted, NSF shall notify the Company that travel has been suspended. In the case where NSF, at its sole discretion, determines that the on-site inspection of the production site and employee practices is required in determining the compliance of the product, the production site will be withdrawn from Certification until annual monitoring audits can be resumed.

If NSF, at its sole discretion, determines that verification of production practices can be done by alternate means, NSF shall notify the company of the alternate measures necessary in order for NSF to verify compliance during the period in which audits are not possible.

A Company’s failure to comply with the alternate measures necessary to verify compliance shall result in the withdrawal of Certification.

If the travel suspension cannot be lifted after a five (5) year period, the manufacturing site shall be withdrawn from Certification. When NSF determines that the travel suspension is no longer warranted, the Company shall be notified and audits will again be conducted.

GP – 20. Non-Operational Locations
In the event that a location becomes non-operational due to a natural disaster or other catastrophic event, the Company may request that the public Listing be maintained for a maximum period of 12 months while the location is repaired, or work is undertaken to transfer production to another suitable location. During this period, audits and annual monitoring requirements of the NSF Certification program may be suspended. NSF may require an on-site audit of the rebuilt or the alternate location before production of the Certified Product can begin. In event that the Company elects not to transfer production or to re-build the facility, the Listing shall be discontinued immediately.

The Company shall document to NSF’s satisfaction that a location has been sufficiently damaged to prevent further production until repairs are completed and shall provide NSF with a time frame for transfer or re-construction of the location.
TESTING

GP – 21. **Scope of Testing**
Product testing, conducted to the scope of the applicable Standard(s) as requested in the application, may detect analytes that are not required for analysis, NSF reserves the right to notify the Company about the presence of such analytes.

GP – 22. **Conduct of Testing**
At NSF’s sole discretion, testing may be conducted at NSF, a subcontract laboratory, the Company’s location, or another site, as acceptable to NSF.

GP – 23. **Test Report**
Upon completion of testing, NSF shall provide pertinent data and test results to the Company. When a subcontract laboratory is used, for proprietary reasons NSF reserves the right not to identify the subcontract laboratory in the test report, but shall provide this information to the Company if requested.

GP – 24. **Periodic Testing of Certified Products**
Periodic testing of Certified Products may be required by NSF to maintain Certification. The frequency of testing shall be sufficient to monitor for compliance with all NSF requirements.

GP – 25. **Disposition of Test Samples**
NSF reserves the right to retain any samples for archive purposes. All test samples not returned to the Company shall be disposed of by NSF in accordance with all applicable federal, state, and local laws, statutory regulations, rules, ordinances and orders.

A Company, after acknowledging the test failure of a specific sample, may, upon written request to NSF, have access to examine or disassemble that product at NSF to determine the reason for failure.

RECORDS

GP – 26. **Records of Certified Product Information**
NSF may require a Company to submit sufficient information to document that a Product (or family of Products) fully conforms with all applicable requirements for Certification. Product information may be stored in a documentation report or other acceptable format. If required, the documentation report shall be reviewed, approved and maintained by NSF. Each location shall have access to a copy of the documentation report and it shall be made available for use during audits by NSF. The documentation report shall not be copied or distributed by the Company without prior written authorization from NSF.

GP – 27. **Company Records of Materials and Components**
The Company shall maintain, at the location, or have immediate access to, records of the purchase of ingredients, materials, and components used in the production or assembly of all Certified Products. Such records shall be made available to NSF upon request. These records shall be maintained for a minimum of the preceding three (3) year period, and as specified in program specific policies.

If the records required by this policy are not retained at the location being audited, NSF shall be advised by the Company in writing of the location of the records.
**GP – 28. Company Records of Production, Shipment, and Inventory**
The Company shall keep up-to-date records of production, shipment, and inventory of Certified Products at the production location. Upon request, the Company shall provide NSF prompt and full access to such records. These records shall be maintained and made available for the preceding three (3) year period.

**GP – 29. Company Records of Complaints About Its Certified Products**
The Company shall retain a record of complaints and remedial actions taken by the Company since the last on-site audit performed by NSF, and shall make the record available to NSF upon request.

All complaints received by the Company, the subject of which is under the Company's control, and referring to Certified Products or services covered by the scope of the Certification provided by NSF, are included in this policy. At a minimum, the record shall include:

- The nature of the complaint;
- Identification of the Product or services pertinent to the complaint;
- Confirmation that remedial action(s) have been taken; and
- The status (open or closed) of the complaint, as known to the Company.

More detailed information and the identity of the complainant need not be provided to NSF.

All records and other information provided to NSF shall remain the property of the Company and be handled by NSF as confidential information.

If the complaint record required by this policy is not retained by the Company at the facility location being audited, NSF shall be advised by the Company in writing of the location of the record. The Company shall provide the record to NSF upon request by whatever means selected by NSF.

**CONFIDENTIALITY**

**GP – 30. Confidentiality**
Except as otherwise set forth in General and Program Specific Policies, NSF shall not disclose without the Company's prior written consent and shall keep confidential any information supplied to it by the Company about the Company and its Products, including formulations, components, processes, ingredients, or the identity of the Company's suppliers or vendors. NSF shall keep confidential all information regarding procedures and equipment gained during location audits.

NSF shall release information required by law to be disclosed. NSF shall release the information only to those persons or agencies authorized or required by law to receive such information. Confidential Information does not include information which (a) was in the public domain prior to disclosure by Client; (b) was obtained on a non-confidential basis by NSF from a third party (e.g., complainant, regulator) under no obligation to Client not to disclose the Confidential Information.

Upon request by the Company, NSF may execute a separate, uniform, and standard written confidential disclosure agreement with the Company or with the Company's supplier(s).
GP – 31. Procedures Upon Receipt of Subpoena for Confidential Business Information
NSF shall notify the Company promptly of a subpoena or request for production of the Company's confidential business information, seek the Company's consent to release the information, and inquire whether the Company asserts a proprietary interest in the information. If the Company does not assert a proprietary interest, NSF shall release the information to parties requesting the information. The Company shall reimburse NSF for all reasonable expenses related to responding to the subpoena or request.

If the Company advises that it does assert a proprietary interest and does not consent to release, NSF and the Company shall, through designated counsel, take appropriate steps to quash the subpoena or request, including the filing of motions and attendance at hearings where necessary. Such steps shall be taken at the Company's expense, including attorney's fees. If the Court orders release of the information covered by the subpoena or production request, NSF shall release the information only to parties entitled by the Court's order to receive such information.

ADVERTISING

GP – 32. Use of the Mark by Certified Companies: Advertising, Packaging, and Literature
Use of a Mark on sales literature, technical publications, promotions, materials, packaging, catalogs, websites and in any format including electronic means, and in advertising of Certified Products is acceptable, provided the Company complies with the following:

- The Company shall code literature and packaging to indicate version date;
- The Company shall not directly or indirectly represent, advertise, imply, or claim that any of its non-Certified Products are Certified by NSF;
- The Company shall clearly indicate in advertising, packaging, and literature that any non-Certified product or component that is sold in combination with a Certified Product has not been evaluated to the respective Standard; and
- The Company shall not directly or indirectly represent, advertise, imply, or claim that any Product is Certified for an end use application for which it is not Certified.
- Any use of the Mark in any literature and advertising that fails to truthfully and accurately reflect the Product as Certified by NSF is prohibited. Any changes to the product require that the Company shall notify NSF in writing prior to the change, in compliance with GP-12.

GP – 33. Use of the Mark by Parties other than the Certified Company: Advertising and Literature
Use of a Mark on sales literature, technical publications, promotions, materials, catalogs, and in advertising of Certified Products by a party other than the Company is acceptable, provided the party complies with the following:

- The party shall code literature to indicate version date;
- The party shall not directly or indirectly represent, advertise, imply, or claim that any of its non-Certified Products are Certified by NSF;
• The party shall not directly or indirectly represent, advertise, imply, or claim that any Product is Certified for an end use application for which it is not Certified; and

• The party includes the name of the Company whose products are Certified and are being advertised, and the trade designation or model designation of the Certified Products, or includes specific instructions to obtain the name of the Company and the trade designation or model designation of the Certified Products.

Parties other than the Company whose Product is Certified shall not apply the NSF Mark to a product or any product packaging.

INVESTIGATION OF COMPLAINTS

GP – 34. Complaints
NSF shall investigate complaints related to Certified Products, misuse of a Mark by a Company, or use/misuse of a Mark by any party.

A written complaint shall be completed and signed by the complainant. NSF shall acknowledge receipt of a written complaint, investigate the complaint, and take appropriate action. NSF may advise the subject of the complaint of the allegation. NSF shall confirm to the complainant that the allegation has, or has not, been verified as valid. NSF is not obligated to disclose any additional information concerning corrective actions.

If the complaint is not verified as valid, NSF may require the complainant to bear the costs of the investigation. If the complaint is verified as valid, the subject of the complaint shall be responsible for the costs of the investigation.

GP – 35. Investigation of Complaints: Sample Selection and Handling
NSF shall not:

• Test any samples submitted by a complainant, for enforcement purposes; or

• Select samples for testing that are under the control or influence of the complainant, or test samples if NSF has reason to believe that the samples may have been altered.

Samples for testing for enforcement purposes shall be collected and tested by NSF.

CORRECTIVE ACTION AND ENFORCEMENT

GP – 36. Corrective Action for General Noncompliance
A Company shall be advised in writing by NSF of all items of noncompliance. The Company shall promptly (or within a reasonable time agreed to by NSF), effect correction of all items of noncompliance. The Company shall submit, in writing within 30 days of the date of receipt of written notice, a root cause analysis, an explanation of corrective action, and a preventive action plan. NSF shall verify compliance.

Note: To prevent any misunderstanding, this policy does not relieve a Company of its continuing responsibility to use the Mark (or otherwise represent as
Certified) only on Products complying with all NSF requirements. The 30 days applies to the report, not to the date for corrective action.

- For the first occurrence, NSF may require the Product to be held until the corrective action is authorized;
- For a recurrence within a period of two years, NSF may order an administrative hearing; and
- For a third occurrence within a period of two years, NSF may withdraw Certification for all Products for the location. Other appropriate action may be taken by NSF including, but not limited to, requesting a Product recall and issuing a public notice.

**GP – 37. Noncompliant Test Results for Initial Qualification**

Upon receipt of written notification from NSF that an initial qualification test of a Product is noncompliant, the Company shall notify NSF of its decision regarding the resolution of the noncompliant test. Should the Company elect further testing of the Product under the same test conditions or alternate test conditions, the Company shall first provide NSF the written results of its investigation into the cause of the noncompliant test and any actions taken to correct previous results. NSF shall notify the Company regarding the acceptance of the corrective action prior to the continuance of testing.

When noncompliant test results for an initial qualification represent a public health or safety risk, NSF shall notify the Company about the potential risk.

**GP – 38. Noncompliant Test Results for Certified Products**

Upon receipt of written notification from NSF that the results of its testing of a Certified Product are noncompliant, the Company shall promptly take reasonable measures to prevent use of the Mark on any noncomplying Product. The measures shall include:

- Investigation to determine that any continuing production is in compliance; and
- Review of inventory of Product bearing the Mark to verify that it is in compliance.
- Any other measures deemed necessary by NSF to protect public health including, but not limited to an immediate Product hold, request for Product recall, distribution of Public Notice, or the holding in abeyance of any other product evaluation which could reasonably be expected to be impacted by the noncompliance under investigation.

In addition to the preceding measures, the Company shall also determine the cause of the NSF noncompliant results, and provide to NSF a description of the root cause and a proposed resolution to the identified noncompliance in writing within 30 days of notification. The Company shall promptly make any required samples available and shall be responsible for any additional costs necessary to verify compliance. NSF shall then collect samples of the failed Product within 30 days of having received the proposed resolution and retest for the purpose of verifying that the proposed resolution abates the noncompliance. Samples required to resolve a first failure for a product family may be submitted by the company, without the need for auditor collection, with prior authorization from NSF.
In the event the Company cannot comply with the 30 day timeframes for proposed resolution of the noncompliance or the collection of retest samples, the Company shall advise NSF in writing of the proposed time to completion. NSF in its sole discretion shall determine the acceptability of the requested extension.

Note: This policy does not relieve a Company of its continuing responsibility to use the Mark (or otherwise represent as Certified) only on Products complying with all NSF requirements. The 30 days applies to the report, not to the date of corrective action.

If the Company elects to drop the noncompliant Product from Listing, NSF reserves the right to request the Company provide written corrective action if the Product is subsequently resubmitted to NSF for qualification testing.

**GP – 39. Noncompliant Retest Results for Certified Products**

If the results of retesting of a Certified Product demonstrate failure for the original failed parameter(s), NSF shall withdraw Certification of the Product. NSF may withdraw Certification for nonconformance with any other test parameter or Certification requirement observed during the product retest.

NSF may take any other measures deemed necessary to protect public health including, but not limited to an immediate Product hold, request for Product recall, distribution of Public Notice, or the holding in abeyance of any other product evaluation which could reasonably be expected to be impacted by the noncompliance under investigation.

The Company, after acknowledging the test failure of a specific sample, may, upon written request to NSF, have access to examine or disassemble that product to determine the reason for failure.

**GP – 40. Use of the Mark on a Non-Certified Product**

NSF may order an administrative hearing to determine the appropriate response to use of the Mark on a non-Certified product. For a second such occurrence within a period of two years, NSF may withdraw Certification for all Products for the location. Other appropriate action may be taken by NSF including, but not limited to, requesting a Product recall and issuing a Public Notice.

**GP – 41. Unauthorized Change to a Certified Product**

Upon determination by NSF of unauthorized change(s) related to NSF requirements for a Certified Product (including, but not limited to, change(s) in design, components, or materials), the Company shall hold the changed Product in its inventory until released by NSF in writing. Other appropriate action may be taken by NSF including, but not limited to, an immediate Product hold, requesting a Product recall and issuing a Public Notice. For a second such occurrence within a period of two years, NSF may order an administrative hearing; and for a third occurrence within a period of two years, NSF may withdraw Certification for all Products for the location. In addition to the preceding, NSF at its sole discretion may decide to request a recall of Products, or issue a Public Notice.

This policy does not preclude the use of any other actions in these policies.
GP – 42. Unauthorized Shipment or Disposal of Certified or Non-certified Products Placed on Hold
NSF shall order an administrative hearing for unauthorized shipment or disposal of Products placed on hold by NSF. Such action by a Company may result in withdrawal of Certification. For a second occurrence within two years, NSF shall withdraw Certification for all Products for the location.

For the unauthorized shipment or disposal of any product placed on hold, Certified or non-certified, NSF may take any or all of the following actions:

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<th></th>
<th>First Occurrence</th>
<th>Second Occurrence</th>
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<tbody>
<tr>
<td></td>
<td>Increase number of annual facility audits</td>
<td>Increase number of annual facility audits</td>
</tr>
<tr>
<td></td>
<td>Withdrawal of Certification, per GP-46, of the non-conforming Product(s)</td>
<td>Withdrawal of Certification, per GP-46, of the non-conforming Product(s)</td>
</tr>
<tr>
<td></td>
<td>Withdrawal of Certification, per GP-46, of all Products Listed at the authorized facility</td>
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</table>

Other appropriate actions may be taken by NSF, at any time, including, but not limited to, requesting a Product recall, issuing a Public Notice or requesting an Administrative Hearing.

GP – 43. Bribes Offered to NSF
Any attempt by a Company or its employees or agents to offer inducement or bribes to NSF may result in immediate withdrawal of Certification and other action deemed appropriate by NSF.

GP – 44. Request for Recall of Products
If NSF, at its sole discretion, determines that a Product poses a health or safety risk to the public or fails or has failed to comply with any NSF Requirement, NSF may request the recall of Products from distribution, if Products bear the Mark or are otherwise represented as Certified. If agreed to by the Company, the Company shall make a prompt and reasonable attempt to recall the Product. In addition to Product recall, NSF may issue a Public Notice.

The Company shall furnish to NSF, or at the option of NSF, permit prompt and full access to:

- Its production records to determine quantity and dates of production, and marking (identification) on Products; and
- Its shipping records to identify customers receiving the Products, quantity and dates of shipment, and marking (identification) on Products.

If agreed to by the Company, the Company shall take all actions necessary to recall noncompliant product from distribution, including issuing a recall notice, acceptable to NSF, and promptly transmit the notice to each known purchaser and recipient of the Product. The Company shall provide satisfactory evidence to NSF that each customer received the recall notice.

If agreed to by the Company, the Company shall provide evidence satisfactory to NSF regarding the quantity of Products returned from each customer, marking (identification) of
the Products returned, and dates returned. The Company shall hold the inventory of returned Products for verification by NSF.

If the recall is incomplete or cannot be conducted, NSF may make public notice of the recall.

At any time NSF may issue a Public Notice in accordance with GP – 47.

**GP – 45. Administrative Hearing**

As a result of a Company's non-compliance, NSF may order the Company to physically appear at an administrative hearing. The purpose of the hearing is to review the noncompliance and to specify conditions for continued Certification, which may include, but is not limited to, increased monitoring by NSF.

The Company shall be represented at the hearing by a person with authority to speak and act for the Company. The Company may have other representatives present, including legal counsel. However, the Company shall notify NSF, at least five days before the hearing or other time as specified by NSF, of the name and title or position of any and all Company representatives, agents, employees, or counselors who plan to attend the hearing. If the Company chooses to have legal counsel present at the hearing, NSF reserves the right to ask its counsel to attend as well.

If the Company does not attend, is represented by a person without authority to act for the Company, or is represented by any person(s) without prior notice to NSF, the hearing may be canceled and Certification may be withdrawn. Other appropriate action may be taken by NSF, including, but not limited to, Product recall and public notice.

If the Company does not agree to the conditions for continued Certification, Certification shall be withdrawn. Again, other appropriate action may be taken by NSF, including, but not limited to, requesting a Product recall and issuing a public notice.

The Company shall be responsible for the costs of the hearing, including NSF travel costs and reasonable attorneys' fees incurred by NSF necessitated by the Company electing to have its legal counsel at the hearing.

**GP – 46. Withdrawal of Certification**

NSF may withdraw Certification of any Product, at any time, for failure to comply with any NSF requirements.

NSF shall notify the Company, in writing, of withdrawal of Certification. Upon notice by NSF (whether written or oral) to the Company of withdrawal of Certification, the Company shall immediately stop applying the Mark to the Product. If directed by NSF, the Company shall notify its distributors and outlets that the Certification has been withdrawn. The Company shall confirm these actions to NSF. NSF may make public notice of withdrawal of Certification and the reason for such action.

Upon withdrawal of Certification of a Product or all Products, NSF may require the Company to quarantine, dispose of, modify, or destroy the entire Product(s), by means acceptable to NSF, to assure that it is not sold, used, or represented as Certified. The Company shall provide to NSF its plan for the disposal, modification, or destruction of the Product(s) within 20 calendar days of notification of withdrawal of Certification. NSF shall verify the action taken by the Company.
Upon withdrawal of Certification of all Products, NSF may require the Company to dispose of, modify, destroy, or surrender to NSF all Marks, marking devices, and marked materials, by means acceptable to NSF. The Company shall provide to NSF its plan for the disposal, modification, destruction, or surrender of the Marks and marked materials within 20 calendar days after NSF notifies the Company of withdrawal of Certification. Disposal, modification or destruction of the Marks and marked materials shall be at the Company's expense. NSF shall verify the action taken by the Company. No credit or refunds shall be provided for Marks disposed of, modified, destroyed, or surrendered. The Company shall also acknowledge in writing that it is not authorized to use the Mark or otherwise represent that any of its Products are Certified.

**GP – 47. Public Notice**

NSF may issue a public notice for noncompliance with any NSF requirement. The Company shall cooperate in good faith with NSF in determining who should receive copies of a public notice. The content and distribution of the notice shall be in accordance with the following conditions for a Class I, II, or III notice. Also refer to GP – 43.

- **A Class I** notice shall be issued for a noncomplying Product that, in the sole opinion of NSF, has a high risk of causing serious, adverse health consequences or death (e.g., acute toxicity, reproductive toxicity).

  If the Product is not under the direct control of the Company for immediate and complete recall (within 48 hours), NSF shall issue a notice that includes the name of the Company, a description of the Product, including its trade or model designation, the specific noncompliance, and shall explain the noncompliance and specific health consequences.

  NSF shall issue a press release of the notice to appropriate print and broadcast media. NSF shall distribute a written notice to those appropriate persons, agencies and entities, which may include known purchasers and recipients of the Product, appropriate federal, state, and local regulatory officials in the United States and other countries, NSF's Council of Public Health Consultants, the appropriate Joint Committee(s), Certified Companies, and other individuals routinely receiving the appropriate Certification information.

- **A Class II** notice may be issued for a noncomplying Product that in the sole opinion of NSF, poses a known risk of long- or short-term adverse health consequences (e.g., contributing levels of toxic substances to food or water that exceed regulated or established maximum acceptable levels).

  The notice shall include the name of the Company, a description of the Product, including its trade or model designation, the specific noncompliance, and shall explain the noncompliance and specific health consequences.

  NSF may distribute a written notice to those appropriate persons, agencies, and entities, which may include known purchasers and recipients of the Product, appropriate federal, state, and local regulatory officials in the United States and other countries, NSF's Council of Public Health Consultants, the appropriate Joint Committee(s), Certified Companies, and other individuals routinely receiving the appropriate Certification information.
• **A Class III** notice may be issued for noncompliance that, in the opinion of NSF, is unlikely to pose any adverse health consequence, but is otherwise noncompliant. The notice shall include the name of the Company, a description of the Product, including its trade or model designation, and state the Certification status of the Company and its Product(s).

NSF may distribute a written notice to those appropriate persons, agencies, and entities, which may include known purchasers or recipients of the Product, NSF’s Council of Public Health Consultants, the appropriate Joint Committee(s), Certified Companies, and other individuals routinely receiving the appropriate Certification information.

**GP – 48. Reinstatement**
Following withdrawal of Certification, Products may not be re-Certified until NSF has reevaluated or retested, or both reevaluated and retested the Product, has verified that all items of noncompliance have been satisfactorily resolved, and has notified the Company in writing that it is authorized to use the Mark in connection with the Product. The Company shall be responsible for any fees associated with reinstatement, and for any additional costs necessary to verify compliance with NSF requirements.

**APPEALS**

**GP – 49. Appeal of a Decision, Result or Action taken by NSF**
Any decision, result or action taken by NSF may be appealed within thirty (30) calendar days of the decision, result or action. The appellant may file a written request for Appeal with the Secretariat of the Certification Council. NSF shall, within thirty (30) calendar days of the written request, inform the appellant of the results of the Appeal.

If the appellant is unsatisfied with the results of the Appeal, review by an Appeals Panel may be requested, the request shall be made in writing within thirty (30) calendar days of the decision of the Appeal.

NSF may, at its discretion, hold in abeyance any enforcement action against a Company until the appeal has been conducted.

**GP – 50. Legal Action**
The Company shall hold in abeyance any formal legal action against NSF until such time that all appeal mechanisms available have been exhausted.

**FEES**

**GP – 51. Application Fee**
The Company shall submit payment of the application fee, if applicable, with the signed application form. This fee, if applicable, shall be paid once by each Company for each NSF program. This fee is nonrefundable.

**GP – 52. Standards Maintenance Fee**
An annual standards maintenance fee, if applicable, shall be charged to each Certified Company for each program area in which it participates. Each Company shall be invoiced annually, on or about December 1; the invoice shall be dated January 1, payable 30 days net.
GP – 53. Certification Fee
   For initial Certification, the Company shall submit payment of the Certification fee and any outstanding fees (e.g., audit, toxicological assessment, testing or evaluation) prior to the Official Certification being granted. The Company shall be responsible on an annual basis for continued conformance and for fees for continued Certification. The Company shall be invoiced for annual services for a calendar year on or about December 1 of each preceding year; the invoice shall be dated January 1, payable 30 days net. The Certification fee shall be paid for each facility location for each Standard.

GP – 54. Additional Charges
   The Company shall be responsible for any additional fees and costs incurred by NSF to monitor the Company's compliance with NSF requirements.

GP – 55. Collection Fee
   The Company shall be responsible for any fees and costs incurred by NSF in collection of fees in arrears.

GP – 56. Charges by Governmental Agencies
   The Company is responsible to pay, without any corresponding withholding from NSF, any and all taxes and fees (e.g., taxes or fees for currency transactions) that may be imposed by any and all governmental agencies outside of the United States, having jurisdiction over the transaction.
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SECTION II. FORESTRY PROGRAM SPECIFIC POLICIES FOR ACCREDITED THIRD-PARTY REGISTRATION AND CERTIFICATION

INTRODUCTION

NSF International and its wholly-owned subsidiary, NSF International Strategic Registrations, Ltd. (NSF_ISR), (hereafter referred to as “NSF”) offer to any organization, chain-of-custody system, management system registration or other third-party registration or services, subject to the requirements of these policies.

NSF’s Forestry Program accreditations are shared by NSF International and NSF-ISR. NSF International holds the ANSI accreditation, which covers SFI Chain of Custody, SFI Certified Sourcing and PEFC Chain of Custody, while NSF-ISR holds the ANAB accreditation, which covers SFI Forest Management, SFI Fiber Sourcing and ATFS. The Sustainable Biomass Partnership Standard is not currently accredited. In accordance with the certification schemes, policies for ANAB-accredited standards are designed to comply with ISO17021 and policies for ANSI-accredited standards are designed to comply with ISO17065.

These policies apply to any organization requesting third-party registration or other services against the specific standard(s) within the scope of NSF’s Forestry Program. The policies shall be considered in their entirety, and shall be applied within the context of the selected standard(s) and the contract between the organization and NSF.

Where any standard-specific policy statement conflicts with a statement from the general policy section, the standard-specific statement shall take precedence.

DEFINITIONS

Appeal – A request from a customer for NSF to reconsider a decision.

Assessment – The process of compiling and evaluating audit results to determine the conformance of all applicable requirements of the specific standard.


Audit – Systematic, documented verification process of objectively obtaining and evaluating audit evidence to determine whether specified activities, events, conditions, management systems, or information about these matters conform with audit criteria, and communicating the results of this process to the client.

Chain of Custody – A mechanism for tracking certified material from the forest to the final product to ensure that the wood, wood fiber or non-wood forest produce contained in the product or product line can be traced back to certified forests.
<table>
<thead>
<tr>
<th><strong>Certificate of Registration</strong></th>
<th>A certificate recognizing the organization has been assessed by NSF and is in conformance with the specified standard(s), within the scope of NSF’s registration program, and these policies.</th>
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<tbody>
<tr>
<td><strong>Certification Board</strong></td>
<td>Individuals who are authorized by NSF to make a decision to grant or deny certification based on a review of audit findings.</td>
</tr>
<tr>
<td><strong>Conformance</strong></td>
<td>Fulfillment of a specified standard requirement, applicable requirements of an organization’s management system or chain-of-custody system, and NSF requirements.</td>
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<tr>
<td><strong>Containment</strong></td>
<td>Actions taken to correct the identified nonconformity including evidence that the nonconforming situation was brought back into a state of conformance.</td>
</tr>
<tr>
<td><strong>Complaint</strong></td>
<td>A statement of dissatisfaction with NSF’s service or a statement of dissatisfaction with the organization received by an external body.</td>
</tr>
<tr>
<td><strong>Corrective Action</strong></td>
<td>Action taken to address the root cause of the nonconformance. to keep the nonconformity from happening again (i.e., recurrence).</td>
</tr>
<tr>
<td><strong>Environmental Management System (EMS)</strong></td>
<td>Part of the overall management system that includes organizational structure, planning activities, responsibilities, practices, procedures, processes and resources for developing, implementing, achieving, reviewing and maintaining the environmental policy.</td>
</tr>
<tr>
<td><strong>Finding</strong></td>
<td>Use of objective evidence to formalize a conclusion.</td>
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<td><strong>Forest Management</strong></td>
<td>The deliberate utilization of forest land, including management or aesthetics, fish, recreation, urban values, water, wilderness, wildlife, forest products, forest genetic resources and other forest resource values.</td>
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<tr>
<td><strong>Forest Products</strong></td>
<td>Any material derived from a forest for direct consumption or commercial use.</td>
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<td><strong>Forest Stewardship Council (FSC)</strong></td>
<td>A Europe-based program designed to ensure global responsible forest management activities. <a href="https://us.fsc.org/">https://us.fsc.org/</a></td>
</tr>
<tr>
<td><strong>Independently Managed Group (IMG)</strong></td>
<td>An IMG program is facilitated by a group manager who oversees landowner entry and exit into the IMG and coordinates certification audits</td>
</tr>
<tr>
<td><strong>Major Nonconformance</strong></td>
<td>The absence of, or total breakdown in, an element of the standard. A finding of major non-conformance is warranted when one or more performance measures or indicators has not been addressed or has not been implemented to the extent that a systematic failure of a program participant’s system to meet an objective, performance measure or indicator occurs. Several similar minor...</td>
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</table>
non-conformances in documentation or implementation, taken together, may also indicate that one or more requirements have not been addressed or implemented.

Minor Nonconformance – A single observed nonconformance to the standard that is not considered to be a breakdown in the system, or reduce its ability to assure controlled processes or products. A finding of minor nonconformance is warranted when there is an isolated lapse in program implementation which does not indicate a systematic failure to consistently meet an objective, performance measure or indicator.

Nonconformance – Non-fulfillment of a specified standard requirement, applicable requirements internal to the organization, or NSF requirements.

Opportunity for Improvement – A finding determined not to be a nonconformance but which, in the opinion of the audit team, would be a system improvement. These will be identified during the audit, without the auditors recommending specific solutions.

Public Report – For new registrations, the issuance of a copy of the official listing and certificate of registration to an organization which may distribute this information; for enforcement purposes, distribution of a written notice for nonconformance.

Programme for the Endorsement of Forest Certification (PEFC) – A Europe-based program designed to ensure global responsible forest management activities. [http://www.pefc.org/](http://www.pefc.org/)

Program – An organization’s forest management or chain-of-custody management system.

Root Cause – Information the organization provides to NSF detailing what systemic issue(s) allowed the system to operate in a nonconforming manner.

Sustainable Biomass Partnership (SBP) – An organization formed with the goal of providing a sustainable biomass energy supply to European utilities. [http://www.sustainablebiomasspartnership.org/](http://www.sustainablebiomasspartnership.org/)

Sustainable Forestry Initiative (SFI) – A North America-based program designed to ensure responsible forest management. The SFI program was endorsed by PEFC in 2005 and serves as the National Governing Body for PEFC in the United States. [http://www.sfiprogram.org/](http://www.sfiprogram.org/)
Site – Location as determined by NSF and the client, according to the standard being audited.

SFI Only: A permanent facility or office with decision-making and budgeting authority.

Suspension – A period of time, normally no more than 120 days, under which an organization is still registered but will be subject to more frequent internal or external audits, or both. Specific corrective actions must be submitted under defined time frames.

AUDIT PROCESS

PP – 1. Initial Assessment
The initial assessment and registration consists of the following third party audit steps to obtain conformance to the selected standard. Registration or Certification is valid for five (5) years with four (4) annual surveillance audits.

- Designation of Auditors
- Audit Planning and Document Review
- Readiness Review for ANAB-accredited programs
- Audit
- Certification Decision:
  - Certification Board Review
  - Notification of Registration, Certification, or both

PP – 2. Surveillance Audit
Ongoing maintenance of the registration or certification consists of the following third party audit steps to maintain conformance to the selected standard.

- Audit Planning and Document Review
- Surveillance Audit
- Certification Decision

The objective of a surveillance audit is to verify that the program is being maintained, is effectively implemented and shows improvement.

Surveillance is conducted annually, with deadlines based on the requirements of each certification scheme.

PP – 3. Reassessment Audit
Reassessment consists of the following third party audit steps to maintain conformance to the selected standard. Reassessments are required every five (5) years after the initial Registration or Certification.

- Audit Planning and Document Review
- Reassessment Audit
The purpose of a reassessment audit is to verify the organization’s continued effective maintenance of the system designed to conform to the standard of registration. NSF shall make decisions based on the results of the reassessment audit, and a review of the system over the period of registration or certification.

**PP – 4. Documentation Review**

NSF shall review the company’s available program documentation, which may include:

- Receiving documents for raw material
- Supplier documentation of certification
- Examples of sales documents (i.e.; invoices, shipping documents)
- Calculations for average % certified raw material (or credit systems as applicable)
- Approval for logo usage (if used)
- Verification of controversial sources
- Internal audit records
- Management review records
- Training records
- Documentation for operation of complaint procedure
- Documentation for subcontracting and outsourcing
- Documentation for multisite organization (if applicable)
- Policies regarding certification, health, and safety

**PP – 5. Special Audit**

NSF may conduct additional audits, announced or unannounced, as needed to monitor for continued conformity to all requirements of registration, certification, or both. Short-notice audits may be necessary due to complaints about a registered Company, complaints about a Company’s Certified products, or to follow-up on suspension. NSF may request additional information to conduct these types of audits.

**PP – 6. Corrective Action and Enforcement**

For findings of nonconformity, the Company shall submit a root cause analysis, corrective action plan and evidence of implementation within 60 calendar days (or sooner as determined by NSF) of the closing meeting of the audit where the nonconformity was identified. NSF will review the evidence and determine if the response is acceptable or if more information is required to make a decision.

*For SFI Forest Management, SFI Fiber Sourcing or ATFS schemes:*

Minor nonconformities can be closed remotely and evidence of implementation verified at the next regularly-scheduled audit. For closure of major nonconformities, implementation must first be verified by NSF and often requires an on-site follow-up visit or Special Audit.

*For SFI Chain-of-Custody, SFI Certified Sourcing and PEFC schemes:*

NSF must review and accept the root cause analysis and corrective action plan, and verify evidence of implementation prior to closing all nonconformities.
In all cases, NSF shall not make a certification decision until all nonconformities are appropriately addressed.

PP – 7. **Suspension and Termination of Registration or Certification**

NSF may place a Company on suspension for failure to conform to any of the requirements contained within this document or other applicable registration or certification requirements. This may include, but is not limited to, the following:

- Failure to comply with the audit requirements within the specified timeframe;
- Failure to submit acceptable corrective actions within the specified timeframe;
- Issuance of a major nonconformance;
- Repeat of major nonconformance; and
- Failure to pay an NSF invoice.

NSF shall notify the Company, in writing, of the suspension, the notification shall include the following information:

- A clear statement indicating the status of the certificate [i.e.; expired, suspended, withdrawn or terminated (invalid)].
- The official date on which the certification becomes invalid.
- The rationale for invalidating the certification including but not limited to, an explanation of any breach of the certification contract, and the nature of the relevant non-compliance.
- A statement requiring a company representative to acknowledge in writing, receipt of the letter of notification, acceptance of its conditions, and that invalidation of registration or certification is understood.

During suspension, a Company shall not use any product certification marks and shall remove any advertising or implication of registration or certification until suspension is lifted. Before suspension can be lifted, NSF may conduct an on-site assessment of appropriate length to verify effective implementation of all corrective actions. After 120 days on suspension without a satisfactory resolution of all issues, NSF may withdraw registration, certification, or both. The Company shall have thirty (30) days to appeal the withdrawal decision. NSF may make the suspension status publically available where required.

A Company on suspension is not authorized to use registration or product certification marks, and shall remove any advertising or implication of registration or certification.

All written notifications of suspension or termination shall be sent within three (3) business days of the decision by NSF to suspend or terminate. All notifications shall be sent in duplicate to the relevant certification scheme owner(s) (i.e.; SFI, PEFC or SBP).
PP – 8. **Transfer of Registration or Certification from Another Certification Body**
The following documents shall be submitted by the Company for review by NSF:

- Completed NSF application
- Copy of the current certificate of accreditation for the Certification Body
- Copy of any recent complaints received since the last audit, and actions taken
- Copy of the last registration or certification audit report, and all nonconformances issued (status should be noted for verification) for each site
- Copy of the last full cycle of surveillance audit reports and all nonconformances issued (status should be noted for verification)
- Upon completing a review of this documentation, NSF may require an on-site audit prior to completing the transfer.

All transfer activities shall be completed prior to the next scheduled surveillance audit, or the next scheduled registration or certification audit with the previous certification body. In the event the Company is not approved for transfer, the application shall be treated as an initial, and the Company is subject to a readiness review and registration or certification audit.

PP – 9. **Modifications to the Company that may affect Registration or Certification**
The Company shall promptly notify NSF in writing within thirty (30) days of any modification that may affect the scope of registration or certification at any of its authorized sites, including: legal, commercial, organizational status, or ownership. NSF shall assess the proposed modifications and promptly notify the Company what actions, if any, are required.

The criteria for selecting high-priority field visits for Forest Management are:

- Risk: sites that pose higher environmental risk to water, soil and wildlife resources
- Range: sites that represent forest management practices across the ownership
- Richness: sites that allow for concurrent auditing of different performance measures
- Location: sites that cover an appropriate range of administrative units
- Commonality: sites that are typical of the organization’s forest practices
- Special Features: Sites containing T&E species, special management areas and visual considerations
PP – 11. **High Priority Field Visits – Fiber Sourcing Systems**

The criteria for selecting high-priority field visits for Fiber Sourcing are:

- **Risk**: sites that pose higher environmental risk to water, soil and wildlife resources
- **Fiber Source**: sites based on the percentage of gatewood and stumpage procurement
- **Wood Producer**: sites that represent several different wood suppliers and contract loggers
- **Logistics**: sites that can be accessed considering adverse weather and road closures
- **Active**: sites that are currently undergoing land management activities

**MARKING**

PP – 12. **Use of Program-Specific Certification Marks and Labels**

All certified product labels shall be used in full accordance with the applicable standard (ie, SFI or PEFC). Failure to conform to all applicable marking requirements of the standard may result in enforcement action including, but not limited to issuance of a nonconformity, withdrawal of registration or certification status or possible legal action.

**SFI CHAIN-OF-CUSTODY and PEFC CHAIN-OF-CUSTODY**

PP – 13. **Options for Chain-of-Custody**

The Company shall choose between the physical separation method, volume credit, or average percentage method for transfer of credit to the outputs and shall be prepared to use the appropriate label on the Company’s invoice.

NSF shall review the below for chain-of-custody:

- **Physical Separation Method**: Company shall submit documented evidence that the quantity of certified raw material in the product(s) or manufacturing unit, that comes from forests independently certified to approved standard(s), meets or exceeds the quantity of products subject to certification claims; or

- **Volume credit and Percentage Methods**: Company shall submit documented evidence to confirm calculations of the quantity of the certified raw material in the product(s) or manufacturing unit that comes from forests independently certified to approved standard(s).

- **Company shall justify** that use of the percentage-based option is required due to the mixing of certified raw material with other raw material categories and the certified raw material cannot be clearly identified in the output products.

- **The “production batch”** shall be designated and specified as per SFI & PEFC requirements.
SUSTAINABLE BIOMASS PARTNERSHIP

In addition to the above requirements, those seeking certification to the Sustainable Biomass Partnership shall conform to the following.

PP – 14. **Special rules for major nonconformities**

Where five or more major nonconformities are identified at a single audit, this is considered a breakdown of the Company's system and the certificate shall be suspended immediately.

PP – 15. **Certificate Suspension, Withdrawal or Termination**

In the event that NSF suspends, terminates or withdraws a certificate, Company shall immediately:

- Remove, at its own expense, the SBP name (in any form), initials, logo, certification mark, trademark(s) and intellectual property from its products, information, website, documents, advertising or marketing, or any other materials;

- Cease and desist from using the SBP name, initials, logo, certification mark, trademark(s) and intellectual property;

- Cease selling any products with SBP claims or references of SBP name or any SBP marks or any intellectual property relating to SBP or make any claims or representation (oral or written) that imply that it complies with the requirements of the Certificate, NSF or SBP; and

- Provide such co-operation and information as may be required by NSF or SBP, to enable NSF or SBP to verify and confirm the Company’s compliance with all its obligations.

Where a product (including biomass) has been supplied with an SBP-compliant claim, representation, or mark, the Company shall immediately identify all relevant customers/purchasers who are in receipt of, or have ordered, such product(s), and notify each customer/purchasers of the suspension, withdrawal or termination in writing within three (3) business days of the action. Records of all notifications shall be maintained.

PP – 16. **Contracting Requirements**

In accordance with SBP Framework Standard 3, § 13.8; both NSF and SBP shall be entitled and authorized to process the client's personal data and business data (so far as is necessary for the purpose of performance obligations to NSF and/or SBP) in accordance with Directive 95/46/EC of the European Parliament and of the Council on the Protection of Individuals with regard to the processing of personal data and on the free movement of such data, and any other applicable data protection legislation.
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Annex Z

Certification Agreement

The certification agreement between NSF International (NSF) and the client, as set forth in the NSF Terms and Conditions, Application, and this document, is legally enforceable. The responsibilities of the client are outlined below.

The client shall:

- Fulfill certification requirements at all times, including implementation of required changes that are communicated by NSF, within an agreed upon timeframe;
- Assure that the Certified product continue to fulfill certification requirement for ongoing production;
- Make arrangements for:
  - The conduct of evaluation and surveillance as required by NSF, including but not limited to, arranging availability of documentation, records, relevant equipment, location(s), area(s);
  - Personnel and subcontractors (if applicable);
  - Investigation of complaints; and
  - Participating by observers, if applicable;
- Assure that:
  - All claims made by the client are consistent with the scope of certification;
  - The product Certification is not used in a manner that would bring NSF into disrepute; and
  - No statements are made regarding the Certification product that are misleading or unauthorized;
- Discontinue use of all advertising that contains any reference to NSF Certification; and take actions as required by the Standard and in this document (the scheme), or the NSF Certification Contract (contract); if certification has been suspended, withdrawn or terminated;
- Upon the request of others, provide copies of the Certification documents, in their entirety, or as specified by the scheme or the contract;
- Assure that references to its product Certification in documents, brochures or advertising comply with NSF requirements, or as specified in the scheme or the contract;
- Comply with any requirements contained in the scheme related to use of the NSF Mark, and on information related to the product (i.e.; marketing materials, websites);
- Maintain a record of all complaints made known to the client relating to compliance with certification requirements, and made these records available to NSF upon request; and
• Take appropriate action based on complaints received, and deficiencies found in Certified product that affect compliance with certification requirements; and

• Document actions taken.

• Inform NSF immediately of changes that may affect the client’s ability to conform to certification requirements as stated in the scheme or the contract.
THE HOPE OF MANKIND rests in the ability of man to define and seek out the environment which will permit him to live with fellow creatures of the earth, in health, in peace, and in mutual respect.