



QUEBEC WOOD EXPORT BUREAU (QWEB)

CHAIN-OF-CUSTODY CERTIFICATION
PROGRAM FOR WOOD PRODUCTS

QWEB-PTPB-V3

DECEMBER 2009

CHAIN-OF-CUSTODY CERTIFICATION PROGRAM FOR WOOD PRODUCTS

1.0 GENERAL DESCRIPTION OF PROGRAM¹

This program is designed to encourage the wood products industry to not only establish and maintain a tracking system for their wood, but also to increase the use of certified wood. The program aims to provide support to wood product companies in the following cases:

- A company would like to undertake the process to establish a chain of custody for its products, which meets the requirements of one or several forest certifications, and wants to prepare for one or more certification audits.
- A company already has a chain of custody for its products, under a forest certification, but wants this chain to meet the requirements of one or more other certifications and would like to prepare to pass a certification audit for these certifications.
- A company already has a chain of custody that meets the requirements of one or more forest certifications and would like to receive financial assistance to conduct its next annual external audit(s).
- A company is already registered with the Canadian Food Inspection Agency (CFIA) and would like to receive financial assistance to conduct an additional audit, including a complete update of the procedures manual for meeting the phytosanitary standards of the Canadian Heat Treatment Wood Products Certification Program (CHTWPCP) or the Canadian Wood Packaging Certification Program (CWPCP).²
- A company wishes to have a chain of custody that allows it to confirm the legal source of the wood used for its products, so it respects current and future market requirements (e.g. the *Lacey Act*).

¹ The program is effective on June 22, 2009, with the necessary adjustments, for activities already undertaken between this date and the date the program is launched.

² It should be noted that a company may request a reimbursement for both the costs of the audit associated with the phytosanitary program and those for an annual audit for another chain of custody.

For chains of custody being established, companies participating in the program shall agree to have their chain of custody certified and pay all costs associated with the registration with a registrar and those for the certification audit. In the case of the phytosanitary program, companies must also pay the costs associated with registering in this program.

It is also important to point out that a company that wants to have a chain of custody, for any one of the forest certifications identified, shall have to demonstrate that it has access, or has taken adequate measures to attempt to have access, to a volume of certified wood that is sufficient to enable this chain to work properly.

For a chain of custody for products having to meet conditions governing the export of wood products, under the CHTWPCP or CWPCP, the time anticipated for providing implementation support and monitoring the chain during the first year was established at four days.

The amount of work required to support the implementation of other types of chains of custody will be evaluated with a diagnosis (variance analysis) of the company, conducted beforehand by QWEB. This step will help determine the maximum financial assistance granted for implementation purposes, considering the program's financial parameters.

Towards the end of the implementation phase, QWEB will conduct a pre-audit. This audit aims to verify if the management system is certifiable (auditable) and will be based on material and documentary evidence that can demonstrate compliance. It will also serve to verify if the company has clearly understood the requirements of the certification standard and has done due diligence to ensure it meets the requirement whereby it must have access to a volume of certified wood.

For the support to implement their chain, companies must choose a consultant from the list of consultants accredited by QWEB for its Chain-of-Custody Certification Program for Wood Products. The list of accredited consultants is available on QWEB's website.

Whatever the mechanisms used by QWEB and the resources called upon to conduct diagnoses and pre-audits, these two activities cannot be, under any circumstances, performed by the accredited consultants providing the implementation support.

2.0 ORGANIZATIONAL STRUCTURE

This program, which benefits from financial assistance from the Canadian and Quebec governments, is administered as an *ad hoc* project by QWEB, for a specific period of time that ends in March 2012.

A Management Committee, made up of industry, government and NGO representatives, has the mandate to see if objectives are met and to monitor the budget.

The following government departments, groups and organizations are represented on the Management Committee:

- Canada Economic Development (CED)
- Ministère des Ressources naturelles et de la Faune du Québec (MRNF)
- Ministère du Développement économique, de l'Innovation et de l'Exportation (MDEIE)
- Quebec Wood Export Bureau (QWEB)
- Hardwood lumber industry
- Softwood lumber industry
- Secondary wood products processing industry
- Prefabricated housing industry
- The environmental community (ENGO)

Furthermore, a Technical Committee will ensure that the terms and conditions established for the Chain-of-Custody Certification Program for Wood Products are effective and relevant, without however having a say in the use of program funds.

3.0 ELIGIBLE COMPANIES

Eligible companies are those whose business is related to the forest industry. More specifically, they are companies from the wood products manufacturing sector,³ including 1st, 2nd and 3rd processing companies, along with those that market wood products.

The Chain-of-Custody Certification Program for Wood Products aims to serve the broadest possible range of companies. However, it should be pointed out that, for practical reasons, and to ensure support primarily to companies the most likely to benefit from this program, QWEB reserves the right to refuse a company or put it on hold, based on the following criteria: size of company, nature of business activities, volume of product(s) involved, main markets for these products and the company's operational period during the year.

³ Establishments primarily engaged in manufacturing products from wood, i.e. those engaged in sawing logs into lumber and similar products, or preserving these products; making products that improve the natural characteristics of wood, by making veneers, plywood, reconstituted wood panel products or engineered wood assemblies; and making a diverse range of wood products, such as millwork (Subsector 321 of the North American Industry Classification System (NAICS)). Establishments that manufacture pulp, paper or paperboard, either alone or in combination with paper converting, are included (Group 3221 of subsector 322, Paper Manufacturing, NAICS).

4.0 REGISTRATION

Companies can apply to participate in the program by completing the registration form for this purpose⁴ (Appendix 1) and sending it to the following e-mail address: jgauvin@quebecwoodexport.com.

The first registration period ended on November 18, 2009. A second registration period will start on Monday, January 11, 2010. Other registration periods may be subsequently added, depending on demand.

5.0 REQUIREMENTS

Once a company has been accepted in the program, it must sign a contractual agreement with QWEB. For chains of custody related to forest certifications and the verification of the wood's legal origin, the agreement (Appendix 2) will specify, among other things, the product(s) included in the chain of custody.

As for the financial aspect, the agreement shall confirm that the costs associated with the diagnosis, implementation support and pre-audit, are assumed by the program, according to the program's terms and conditions. In return, the company shall agree to have its chain of custody certified and pay all costs associated with its registration with a registrar and associated with the certification audit. Lastly, the agreement also states that, unless exceptional circumstances arise, this audit must be conducted within three months after the implementation support activities, led by the accredited consultant, have ended.

When it comes to phytosanitary standards, the agreement (Appendix 3) states that the company shall assume the cost of registering in the CFIA's phytosanitary program.

An agreement will also need to be signed in the case where financial assistance is requested for an annual external audit of a chain of custody or for an audit for the updating of the procedures manual for phytosanitary standards (Appendix 4).

These agreements all contain a confidentiality clause for QWEB, with regard to all company information and data it may have obtained, directly or indirectly, during the work carried out under the program.

Such a confidentiality requirement is also included in a document called: *Declaration regarding ethics, confidentiality and the absence of conflicts of interest* (Appendix 5), which will be an integral part of the agreement that QWEB will sign with the accredited consultants (Appendix 6).

The company must also confirm in the agreement that it processes, trades or has access to a volume of wood from forests that are certified under one of the forest certifications (CSA, FSC, PEFC or SFI), or from a certified chain of custody, sufficient to reasonably demonstrate that the chain works properly. Exceptionally, if a company was not able to meet this requirement initially, it would at least have to demonstrate, during the pre-audit, that it has made reasonable efforts to have access to certified wood.

⁴ This document is available on QWEB's website and companies can register online.

The requirement regarding certified wood does not apply to companies seeking to implement a chain of custody for meeting CFIA phytosanitary standards, under the CHTWPCP or CWPCP or, also, when it is solely question of verifying the legal origin of the wood.

The senior manager of the company, or this person's representative, shall identify a person who will be responsible for answering on behalf of the company to QWEB any questions regarding the company's participation in the program.

The company shall also provide all information and documents, allowing QWEB to make a diagnosis, and allowing the accredited consultant, or organization recognized by the CFIA, to provide the appropriate implementation support.

The company shall agree to provide certain information regarding its business activities, for the sole purpose of evaluating the benefits of the program, and also to provide QWEB with the audit report received from the registrar.

Lastly, the agreement shall set out in which circumstances any amendment, cancellation or suspension of agreement may occur.

6.0 ACCREDITATION OF CONSULTANTS

For the implementation of a chain of custody aimed specifically at meeting the phytosanitary requirements of CFIA programs, QWEB has engaged the services of the Quebec Forest Industry Council (QFIC), an organization recognized by the CFIA.

For the implementation of chains of custody for other purposes, QWEB shall accredit consultants interested in providing this service. To qualify, these consultants must meet the requirements established by QWEB (Appendix 7). These requirements will ensure that persons who provide support to companies have the necessary expertise and experience to do so.

The list of accredited consultants is available on QWEB's website. Each of the consultants has been assigned a specific accreditation number by QWEB, which they will keep for as long as they remain certified.

In addition, QWEB will keep a register of activities carried out as part of the program. It will contain the name of companies having used the program and that of the consultant or organization having assisted them. This register is available for consultation on QWEB's website.

**CHAIN- OF-CUSTODY CERTIFICATION PROGRAM
FOR WOOD PRODUCTS**

QWEB-PTPB-V3

APPENDIX 1

COMPANY REGISTRATION FORM

CHAIN-OF-CUSTODY CERTIFICATION PROGRAM FOR WOOD PRODUCTS

COMPANY REGISTRATION FORM

GENERAL INFORMATION

Name of company _____
Primary address _____

Contact person _____
Title _____
Telephone _____
E-mail _____
Website _____
Number of employees _____
Sales figure _____
Exports Yes No USA Other
Number of months in operation per year _____
Multi-site Yes No

SECTOR(S) OF ACTIVITY

1st process. 2nd 3rd process. Wholesaler Re-manufacturer Other (specify) _____
Species: Softwoods Hardwoods _____

COMPANY APPLICATION(S)

1. APPLICATION FOR SUPPORT TO IMPLEMENT A CHAIN OF CUSTODY aimed at meeting the requirements of one or more of the following standards:

CSA(PEFC) SFI FSC Legal origin

OR⁵

APPLICATION FOR FINANCIAL ASSISTANCE

Annual external audit

⁵ N.B.: A COMPANY THAT APPLIES FOR SUPPORT TO IMPLEMENT A CHAIN OF CUSTODY CANNOT SIMULTANEOUSLY APPLY FOR FINANCIAL ASSISTANCE FOR AN ANNUAL EXTERNAL AUDIT

2. APPLICATION FOR FINANCIAL ASSISTANCE

Implementation of phytosanitary standards

Updating of Manual of phytosanitary standards

PRODUCT(S) INCLUDED IN CHAIN OF CUSTODY (approximate volume(s) and percentage (%) of overall activities)

WOOD FROM CERTIFIED FORESTS (volumes, origin and type of certification (CSA(PEFC), SFI or FSC) of certified wood that you process or deal with and to which you will have access in the context of the program).

**CHAIN- OF-CUSTODY CERTIFICATION PROGRAM
FOR WOOD PRODUCTS
QWEB-PTPB-V3**

APPENDIX 2

**CONTRACTUAL AGREEMENT BETWEEN
THE QUEBEC WOOD EXPORT BUREAU (QWEB)
AND (NAME OF COMPANY)**

**IMPLEMENTATION OF A CSA(PEFC), FSC, SFI CHAIN OF CUSTODY
OR FOR VERIFICATION OF THE WOOD'S LEGAL ORIGIN**

CHAIN-OF-CUSTODY CERTIFICATION PROGRAM FOR WOOD PRODUCTS

CONTRACTUAL AGREEMENT

BETWEEN

THE QUEBEC WOOD EXPORT BUREAU (QWEB)

AND

(NAME OF COMPANY)

THE QUEBEC WOOD EXPORT BUREAU (QWEB)

Having its head office at

Herein represented by

And hereinafter called QWEB

AND (NAME OF COMPANY)

Having its head office at

Herein represented by

And hereinafter called

PREAMBLE

WHEREAS QWEB has been designated to administer a program, initiated by the Canadian and Quebec governments, which aims to encourage the wood products industry to not only implement and maintain chains of custody, but also to increase the use of certified wood;

WHEREAS (**Name of company**) has applied to participate in this program to obtain such support by completing the registration form for this purpose, and that this application has been accepted by QWEB;

WHEREAS this application identifies the chain of custody desired along with the product(s) involved;

WHEREAS the program includes, with regard to the implementation of a chain of custody, three separate stages: the diagnosis (variance analysis), carried out by QWEB, the implementation, for which the company obtains the support of an accredited consultant, and the pre-audit, conducted by QWEB;

WHEREAS a diagnosis shall be carried out at (**Name of company**) in order to identify discrepancies with regard to commitments, procedures and the documentation required to obtain a certified chain of custody;

WHEREAS this diagnosis will make it possible to determine the maximum funds available for implementation support;

WHEREAS the diagnosis will make it possible to verify if the program requirement regarding certified wood is met at the outset. If not, as provided for in the program, the company shall demonstrate, during the pre-audit, what efforts it has made to comply with this requirement;

WHEREAS QWEB has established accreditation requirements for consultants interested in offering their professional services for supporting the implementation of chain of custody for wood products, so as to ensure that these consultants have the necessary qualifications to do so.

THE PARTIES HEREIN AGREE TO THE FOLLOWING:

1.0 COMMITMENTS OF QWEB

(**Name of company**) has chosen, or will choose once the diagnosis is completed, an accredited consultant for receiving support for implementing the chain of custody (**specify which one....**) for the following product(s): QWEB agrees to sign an agreement with this consultant. This agreement shall confirm that it retains this person's professional services for fulfilling the mandate, and for the maximum amount that will be determined following the diagnosis.

These services aim to prepare (**Name of company**) so it will successfully pass the certification audit of its chain of custody.

QWEB agrees to carry out the diagnosis as quickly as possible once this agreement is signed.

Lastly, QWEB agrees to preserve the confidentiality of company-related information, data, documents and reports, of which it may have knowledge, directly or indirectly, during the application of the agreement herein.

2.0 COMMITMENTS OF (**Name of company**)

The company agrees to assume all costs related to the registration with the registrar, along with those for the certification audit, and that this audit be conducted within a maximum period of three months after the work by the accredited consultant has ended. A longer period may be granted under exceptional circumstances.

The company agrees to provide all documents and information required for the diagnosis, implementation support and pre-audit. It shall also provide certain information on business activities related to the products covered by this program, and do so solely for the purpose of evaluating its benefits. The company shall also provide QWEB with the audit report received from the registrar.

If at the time this agreement is signed, the company does not have access to a certain volume of certified wood, it agrees to make reasonable efforts to have such wood when the pre-audit is conducted. At this time, QWEB will evaluate if the company has respected this commitment.

Lastly, the company's management agrees to take the necessary action and provide the appropriate support so that the employees concerned become familiar with the implementation process, actively contribute to it and use all tools put in place for this process.

3.0 DURATION OF THE AGREEMENT

The period during which the activities related to implementing the chain of custody shall be established following the diagnosis and according to arrangements made with the accredited consultant. This agreement shall end after the certification audit is conducted.

4.0 ACCREDITED CONSULTANT

The accredited consultant chosen by **(Name of company)**, who will be responsible for carrying out activities to support the implementation process, provided for under this agreement, is:⁶

Mr. (Ms.) , (accreditation number:
.....)

5.0 CONFIDENTIALITY

The person identified in the previous section has signed the document called *Declaration regarding ethics, confidentiality and the absence of conflicts of interest*. This document is included in Appendix 1.⁷ This appendix is an integral part of the agreement herein.

6.0 COMMUNICATION MECHANISM

The persons responsible for communications during this agreement are:

Mr. (Ms.)..... for QWEB.

Mr. (Ms.) for **(Name of company)**

MONITORING MECHANISM

The persons identified in the previous section are responsible for establishing a mechanism for monitoring the agreement, in order to ensure it is carried out properly. This mechanism may include meetings, phone calls and written communications.

7.0 AMENDMENT, CANCELLATION AND SUSPENSION OF AGREEMENT

7.1 AMENDMENT

Any amendment to this agreement, during the period of the agreement, must be made in writing, with the consent of each of the parties.

7.2 CANCELLATION

QWEB may end this agreement at any time if it deems that **(Name of company)** fails to properly carry it out.

⁶ The agreement could be signed even if the accredited consultant has not yet been chosen. However, when this choice has been made, the company must confirm to QWEB in writing this person's name so it can be added to the text of the agreement.

⁷ The appendices referred to in the following documents have not been inserted, since they are already appendices to the document presenting the program.

7.3 SUSPENSION

Each of the parties may, if it has reasonable grounds to do so, suspend the application of this agreement for administrative, analysis or discussion purposes between the persons responsible for monitoring the agreement. Any notice of suspension regarding this agreement must state the grounds for the suspension and be sent in writing within ten days.

The suspension may be lifted at a time agreed upon by the parties, or if QWEB cancels the agreement, according to the provisions above.

SIGNATURES

SIGNED IN QUEBEC,20.....

FOR QWEB:

Name:....., title: CEO of QWEB or designated replacement

Signature.....

Name: Jacques Gauvin, Wood Products Traceability Manager

Signature

FOR (NAME OF COMPANY)

Name:, title: Senior manager of company or this person's designated replacement

Signature

Name:, title: Person responsible for program in the company

Signature.....

Appendix 1. *Declaration regarding ethics, confidentiality and the absence of conflicts of interest*

**CHAIN-OF-CUSTODY CERTIFICATION PROGRAM
FOR WOOD PRODUCTS**

QWEB-PTPB-V3

APPENDIX 3

**CONTRACTUAL AGREEMENT BETWEEN
THE QUEBEC WOOD EXPORT BUREAU (QWEB)
AND (NAME OF COMPANY)**

IMPLEMENTATION OF PHYTOSANITARY STANDARDS

CHAIN-OF-CUSTODY CERTIFICATION PROGRAM FOR WOOD PRODUCTS

CONTRACTUAL AGREEMENT

BETWEEN

THE QUEBEC WOOD EXPORT BUREAU (QWEB)

AND

(NAME OF COMPANY)

THE QUEBEC WOOD EXPORT BUREAU (QWEB)

Having its head office at

Herein represented by

And hereinafter called QWEB

AND (NAME OF COMPANY)

Having its head office at

Herein represented by

And hereinafter called

PREAMBLE

WHEREAS QWEB has been designated to administer a program, initiated by the Canadian and Quebec governments, which aims to encourage the wood products industry to implement and maintain chains of custody, namely for exported products that must meet phytosanitary standards set out by the Canadian Food Inspection Agency (CFIA), as part of the Canadian Heat Treatment Wood Products Certification Program (CHTWPCP) or the Canadian Wood Packaging Certification Program (CWPCP);

WHEREAS (**Name of company**) has applied to participate in this program, by completing the registration form for this purpose, and that this application has been accepted by QWEB;

WHEREAS for the preparation in view of implementing a chain of custody for exported products that must meet CFIA phytosanitary standards, QWEB shall engage the services of organizations recognized by the CFIA;

WHEREAS the Quebec Forest Industry Council (QFIC) is recognized by the CFIA;

WHEREAS QWEB has engaged the services of the CIFQ for the program's phytosanitary component;

WHEREAS the program includes a maximum of four days to prepare for the implementation of a chain of custody for products that must meet CFIA phytosanitary standards.

THE PARTIES HEREIN AGREE TO THE FOLLOWING:

1.0 COMMITMENT OF QWEB

QWEB shall engage the services of the QFIC for providing support to implement a chain of custody for products that must meet CFIA phytosanitary standards at **(Name of company)**, for the maximum amount established under this program.

These services aim to prepare **(Name of company)** to successfully pass the certification audit for phytosanitary standards.

2.0 COMMITMENT OF **(Name of company)**

The company agrees to sign an agreement with the organization chosen by QWEB, i.e. the QFIC, and to assume the costs for registering in the CFIA's phytosanitary program, and see to it that this audit is conducted within three months after implementation.

3.0 DURATION OF AGREEMENT

The period during which the activities relating to the chain of custody's implementation shall be determined following the arrangements made between the QFIC and **(Name of company)**. This agreement shall end with the registration of the company in the phytosanitary program.

4.0 PERSON(S) RESPONSIBLE FOR ACTIVITIES

The person(s) hired by the QFIC and responsible for carrying out the activities planned under the agreement herein is(are):

Mr. (Ms.),
Title :.....

Mr. (Ms.),
Title:.....

5.0 CONFIDENTIALITY

The person(s) identified in the previous section has (have) signed the document called *Declaration regarding ethics, confidentiality and the absence of conflicts of interest*. This document is included in Appendix 1. This appendix is an integral part of the agreement herein.

6.0 COMMUNICATION MECHANISM

The persons responsible for communications during this agreement are:

Mr. Jacques Gauvin, for Q-WEB.

Mr. (Ms.) for (**Name of company**)

7.0 MONITORING MECHANISM

The persons identified in the previous section are responsible for establishing a mechanism to monitor the agreement and ensure it is carried out properly. This mechanism may include meetings, phone calls and written communications.

8.0 AMENDMENT, CANCELLATION AND SUSPENSION

8.1 AMENDMENT

Any amendment to this agreement, during the period of the agreement, must be made in writing, with the consent of each of the parties.

8.2 CANCELLATION

QWEB may end this agreement at any time if it deems that (**Name of company**) fails to properly carry out the work set out in the agreement.

8.3 SUSPENSION

Each of the parties may, if it has reasonable grounds to do so, suspend the application of this agreement for administrative, analysis or discussion purposes between the persons responsible for monitoring the agreement. Any notice of suspension regarding this agreement must state the grounds for the suspension and the notice must be sent in writing within ten days.

The suspension may be lifted at a time agreed upon by the parties, or if QWEB cancels the agreement, according to the provisions above.

SIGNATURES

SIGNED IN QUEBEC,20.....

FOR QWEB:

Name....., title: CEO of QWEB or designated replacement

Signature

Name: Jacques Gauvin, Wood Products Traceability Manager

Signature

FOR (NAME OF COMPANY)

Name, title: Senior manager in the company or designated replacement

Signature

Name, title: Person responsible for program in the company

Signature

Appendix 1. *Declaration regarding ethics, confidentiality and the absence of conflicts of interest*

**CHAIN-OF-CUSTODY CERTIFICATION PROGRAM
FOR WOOD PRODUCTS**

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APPENDIX 4

**CONTRACTUAL AGREEMENT BETWEEN
THE QUEBEC WOOD EXPORT BUREAU (QWEB)
AND (NAME OF COMPANY)**

**FINANCIAL ASSISTANCE FOR AN ANNUAL EXTERNAL AUDIT OF
THE CHAIN OF CUSTODY AND/OR FOR AN ADDITIONAL AUDIT FOR
THE UPDATING OF THE PROCEDURES MANUAL FOR
PHYTOSANITARY STANDARDS**

CHAIN-OF-CUSTODY CERTIFICATION PROGRAM FOR WOOD PRODUCTS

CONTRACTUAL AGREEMENT

BETWEEN

THE QUEBEC WOOD EXPORT BUREAU (QWEB)

AND

(NAME OF COMPANY)

THE QUEBEC WOOD EXPORT BUREAU (QWEB)

Having its head office at

Herein represented by

And hereinafter called QWEB

AND (NAME OF COMPANY)

Having its head office at

Herein represented by

And hereinafter called

PREAMBLE

WHEREAS QWEB has been designated to administer a program initiated by the Canadian and Quebec governments which encourages the wood products industry to not only implement and maintain chains of custody, but also to increase the use of certified wood;

WHEREAS (**Name of company**) would like to participate in this program to obtain financial assistance to conduct an annual external audit of the chain of custody, for which it has certification and (or), for an additional audit for the updating of the procedures manual in order to respect the phytosanitary standards of the Canadian Heat Treatment Wood Products Certification Program (CHTWPCP) or the Canadian Wood Packaging Certification Program (CWPCP) of the Canadian Food Inspection Agency (CFIA);

WHEREAS (**Name of company**) has completed the registration form for this purpose and its application has been accepted by QWEB;

WHEREAS this audit was (shall be) conducted after June 22, 2009;

WHEREAS this audit was (shall be) conducted by an auditor who is qualified for the chain of custody involved and by the QFIC, when it comes to the updating of the manual of phytosanitary standards.

THE PARTIES HEREIN AGREE TO THE FOLLOWING:

1.0 COMMITMENT OF QWEB

QWEB agrees to pay the cost of an annual external audit for the chain of custody up to a maximum amount of \$1,200, to which travel expenses are added. In the event of a multi-site audit, the reimbursement shall be a maximum of \$1,200 per site visited as part of the audit, to which travel expenses shall also be added.

If need be, QWEB also agrees to pay the QFIC the cost for an additional audit for the update of the procedures manual for phytosanitary standards, up to a maximum of two work days, to which travel expenses shall also be added.

QWEB agrees to preserve the confidentiality of company-related information, data, documents and reports, of which it may have knowledge, directly or indirectly, during the application of this agreement.

2.0 COMMITMENT OF (Name of company)

(Name of company) agrees to provide a copy of the auditor's invoice, detailing separately the professional fees and travel expenses, proof of payment (copy of cashed cheque) along with an invoice from (Name of company) addressed to QWEB, including the maximum fees eligible, as specified above, and travel expenses. For the additional audit for the updating of the procedures manual for phytosanitary standards, the company agrees to sign a contract for this purpose with the QFIC.

3.0 DURATION OF AGREEMENT

This agreement shall end following the reimbursement by QWEB once the audit is conducted and, if any, the payment made to the QFIC.

4.0 COMMUNICATION MECHANISM

The persons responsible for communications during this agreement are:

Mr. Jacques Gauvin, for QWEB.

Mr. (Ms.) for (Name of company)

5.0 MONITORING MECHANISM

The persons identified in the previous section are responsible for establishing a mechanism for monitoring the agreement, in order to ensure it is carried out properly. This mechanism may include meetings, phone calls and written communications.

6.0 AMENDMENT, CANCELLATION AND SUSPENSION OF AGREEMENT

6.1 AMENDMENT

Any amendment to this agreement, during the period of the agreement, must be made in writing, with the consent of each of the parties

6.2 CANCELLATION

QWEB may end this agreement at any time if it deems that **(Name of company)** fails to apply it properly.

6.3 SUSPENSION

Each of the parties may, if it has reasonable grounds to do so, suspend the application of this agreement for administrative, analysis or discussion purposes between the persons responsible for monitoring the agreement. Any notice of suspension regarding this agreement must state the grounds for its suspension and this notice must be sent in writing within ten days.

The suspension may be lifted at a time agreed upon by the parties, or if QWEB cancels the agreement, according to the provisions above.

SIGNATURES

SIGNED IN QUEBEC,20....

FOR QWEB:

Name: Jacques Gauvin, Wood Products Traceability Manager

Signature

FOR (NAME OF COMPANY)

Name....., title: Person responsible for program in the company

Signature

**CHAIN-OF-CUSTODY CERTIFICATION PROGRAM
FOR WOOD PRODUCTS**

QWEB-PTPB-V3

APPENDIX 5

**DECLARATION REGARDING ETHICS, CONFIDENTIALITY AND THE
ABSENCE OF CONFLICTS OF INTEREST**

CHAIN-OF-CUSTODY CERTIFICATION PROGRAM FOR WOOD PRODUCTS

**DECLARATION REGARDING ETHICS, CONFIDENTIALITY AND THE
ABSENCE OF CONFLICTS OF INTEREST**

I hereby confirm that I shall conduct my work in a manner that respects the letter and spirit of all relevant laws and regulations in the context of the professional activities I carry out. In addition, I shall conduct my activities with honesty, integrity and impartiality.

The communications and relations that I maintain with the persons and organizations I work with shall be transparent, so much so that they could be open to public scrutiny, subject to however my commitment below regarding the confidentiality of information, data and documents of a private nature, obtained during my work.

I also agree to keep confidential all work and activities that I undertake in the context of the mandate(s) received under the Chain-of-Custody Certification Program for Wood Products, administered by QWEB.

I shall therefore not divulge to anyone any information or data concerning the companies to which I will provide support. I will not distribute any document or copy of document concerning this company, which I may have in my possession for the purposes of the work performed, unless I have the prior written consent of a person duly authorized by the company.

Lastly, I declare that I have no professional or personal interest that could be in conflict with the work entrusted to me and, in the event this becomes the case, I would notify the company and QWEB without delay so that another person could be named to replace me.

SIGNED IN QUEBEC,20.....

NAME:.....,

Title:

SIGNATURE.....

**CHAIN-OF-CUSTODY CERTIFICATION PROGRAM
FOR WOOD PRODUCTS**

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APPENDIX 6

**CONTRACTUAL AGREEMENT BETWEEN
THE QUEBEC WOOD EXPORT BUREAU (QWEB)
AND (NAME OF CONSULTANT)**

**IMPLEMENTATION OF A CHAIN OF CUSTODY CSA(PEFC), FSC, SFI
OR VERIFICATION OF THE WOOD'S LEGAL ORIGIN**

CHAIN-OF-CUSTODY CERTIFICATION PROGRAM FOR WOOD PRODUCTS

CONTRACTUAL AGREEMENT

BETWEEN

THE QUEBEC WOOD EXPORT BUREAU (QWEB)

AND

(NAME OF CONSULTANT)

THE QUEBEC WOOD EXPORT BUREAU (QWEB)

Having its head office at

Herein represented by

And hereinafter called QWEB

AND (NAME OF CONSULTANT)

Having his/her head office at

Herein represented by

And hereinafter called

PREAMBLE

WHEREAS QWEB has been designated to administer a program initiated by the Canadian and Quebec governments, which aims to encourage the wood products industry to not only implement and maintain chains of custody, but also to increase the use of certified wood;

WHEREAS QWEB has developed a document outlining its requirements for the accreditation of consultants interested in providing their services to support the implementation of chains of custody;

WHEREAS the document *QWEB requirements for the accreditation of consultants* is included in Appendix 1 of this agreement and is an integral part of this agreement;

WHEREAS (**Name of consultant**) has submitted to QWEB a document demonstrating how he/she will meet the requirements outlined in the *QWEB requirements for the accreditation of consultants*;

WHEREAS the document submitted by (**Name of consultant**), confirming that the requirements outlined in Appendix 1 was accepted by QWEB, is included in Appendix 2 of this agreement, and is an integral part of this agreement;

WHEREAS QWEB has sent an accreditation letter to (**Name of consultant**), confirming that he/she has the qualifications for providing professional services as part of the Chain-of-Custody Certification Program for Wood Products, the said letter being included in Appendix 3 of this agreement;

WHEREAS (**Name of company**) has chosen (**Name of consultant**) to provide it with support to implement a chain of custody for designated products.

THE PARTIES HEREIN AGREE TO THE FOLLOWING:

1.0 PURPOSE OF THE AGREEMENT

Under this agreement, QWEB shall engage the professional services of **(Name of consultant and accreditation number)** for providing the support to implement the **(specify the forest certification(s))** chain of custody at **(Name of company)** for the following product(s):

.....

The maximum amount planned for the delivery of professional services by **(Name of consultant)** is the amount determined during the diagnosis carried out by QWEB at **(Name of company)**, i.e. \$.....

The activities carried out aim to prepare **(Name of company)** for the certification audit of its chain of custody.

Towards the end of the consultant's support, QWEB shall conduct a pre-audit. This audit aims to verify if the management system is certifiable (auditable) and will be based on material and documentary evidence that can demonstrate compliance. It will also serve to verify if the company has clearly understood the requirements of the certification standard and has taken the necessary measures so that the tools implemented and procedures developed are applied.

If any, the deficiencies reported in these areas will be pointed out to the accredited consultant, who will need to make the necessary corrections during his/her work, except obviously in a case where the deficiencies in question are the responsibility of the company itself.

2.0 DURATION OF AGREEMENT

The duration of the support activities for implementing the chain of custody shall be determined following the diagnosis and according to arrangements made with the accredited consultant. This agreement shall end when the support provided by **(Name of consultant)** at **(Name of company)** ends.

3.0 ETHICS, CONFIDENTIALITY AND THE ABSENCE OF CONFLICTS OF INTEREST

(Name of consultant) has signed the *Declaration regarding ethics, confidentiality and the absence of conflicts of interest*. This document is included in Appendix 4. This appendix is an integral part of this agreement.

4.0 COMMUNICATION MECHANISM

The persons responsible for communications during this agreement are:

Mr. Jacques Gauvin, for QWEB.

And

(Name of consultant)

5.0 MONITORING MECHANISM

The persons listed in the previous section are responsible for establishing a mechanism for monitoring the agreement, in order to ensure it is carried out properly. This mechanism may include meetings, phone calls and written communications.

6.0 AMENDMENT, CANCELLATION AND SUSPENSION

6.1 AMENDMENT

Any amendment to this agreement, during the period of the agreement, must be made in writing, with the consent of each of the parties.

6.2 CANCELLATION

QWEB may end this agreement at any time if it deems that **(Name of consultant)** fails to properly carry out the work outlined in the agreement, or if it finds that the commitments regarding ethics, confidentiality and the absence of conflicts of interest were not fulfilled or, if the consultant no longer meets the requirements of Appendix 1.

6.3 SUSPENSION

Each of the parties may, if it has reasonable grounds to do so, suspend the application of this agreement for administrative, analysis or discussion purposes between the persons responsible for monitoring the agreement. Any notice of suspension regarding this agreement must state the grounds for this suspension and the notice must be sent in writing within ten days.

The suspension may be lifted at a time agreed upon by the parties, or if QWEB cancels the agreement, according to the provisions above.

7.0 CONDITIONS FOR PAYMENT

A first instalment of 70% of the amount determined following the diagnosis shall be made when the agreement is signed and upon presentation of an invoice from (**Name of consultant**). The balance of 30% shall be paid when the mandate is completed, also upon presentation of an invoice.

SIGNATURES

SIGNED IN QUEBEC,20.....

FOR QWEB:

Name: Jacques Gauvin, Wood Products Traceability Manager

Signature

(Name of consultant)

Name....., Title

Signature

Appendix 1. QWEB requirements for the accreditation of consultants

Appendix 2. Document of **(Name of consultant)** stating that he/she meets requirements in Appendix 1

Appendix 3. Letter of accreditation of **(Name of consultant)**

Appendix 4. *Declaration regarding ethics, confidentiality and the absence of conflicts of interest*

**CHAIN-OF-CUSTODY CERTIFICATION PROGRAM
FOR WOOD PRODUCTS**

QWEB-PTPB-V3

APPENDIX 7

**QUEBEC WOOD EXPORT BUREAU (QWEB)
REQUIREMENTS FOR THE ACCREDITATION OF CONSULTANTS**

CHAIN-OF-CUSTODY CERTIFICATION PROGRAM FOR WOOD PRODUCTS

QWEB REQUIREMENTS FOR THE ACCREDITATION OF CONSULTANTS

1.0 ETHICS, CONFIDENTIALITY AND THE ABSENCE OF CONFLICTS OF INTEREST

The consultant must sign the *Declaration regarding ethics, confidentiality and the absence of conflicts of interest* (Appendix 1). This document confirms that, within the consultant's activities, he/she will conduct themselves in a manner that fully demonstrates impartiality, independence and professional ethics.

To meet the requirements regarding independence and objectivity, consultants must ensure that the services they provide are free from any conflict of interest and that the information, data and documents that they may have obtained or become aware of during the delivery of these services are kept strictly confidential.

Consequently, it is forbidden for consultants to divulge any information or distribute any document without the prior written consent of the person duly authorized by the company participating in the program.

2.0 QUALIFICATIONS AND EXPERTISE

The persons called upon to provide services within this program must have the training and experience to ensure a high level of expertise.

When it comes to the preparation for implementing a chain of custody for export products that must meet the phytosanitary standards of the Canadian Food Inspection Agency (CFIA) (under the Canadian Heat Treatment Wood Products Certification Program (CHTWPCP) or the Canadian Wood Packaging Certification Program (CWPCP)), the organizations chosen by QWEB will be those that are recognized by this agency, i.e. the Canadian Lumber Standards Accreditation Board (CLSAB) and its 13 affiliated agencies, including the Quebec Forest Industry Council (QFIC), and the Canadian Wood Pallet and Container Association (CWPCA).

With regard to the other types of chains of custody, consultants must:

- Be certified by the Association québécoise de vérification environnementale or a similar organization; or
- Have the skills and experience equivalent to such a certification; or
- Be appropriately trained in the implementation of chains of custody meeting one or another of the requirements of recognized forest certifications (CSA (PEFC)/FSC/SFI).

3.0 WRITTEN PROPOSAL

Consultants, who want to apply for accreditation for the Chain-of-Custody Certification Program for Wood Products, must do so in writing to QWEB. This application must demonstrate how they meet the requirements specified herein and include the relevant documents, namely the *Declaration regarding ethics, confidentiality and the absence of conflicts of interest*.

QWEB agrees to respond in writing within seven days. If the consultant is accepted, this person will receive an accreditation letter and his/her name will be included on the list of accredited consultants available on Q-WEB's website.

4.0 CONTRACTUAL AGREEMENT

When chosen by a company participating in the program, consultants shall sign a contractual agreement with QWEB (Appendix 2), stating that they meet the requirements outlined herein and outlining the other conditions associated with their mandate.

It should be noted that the person who signs this agreement must be the same person who has signed the *Declaration regarding ethics, confidentiality and the absence of conflicts of interest* and who will carry out the activities in the company that has chosen this person's services.

Appendix 1. *Declaration regarding ethics, confidentiality and the absence of conflicts of interest*

Appendix 2. Contractual agreement QWEB/consultant