**Eastern Ontario Model Forest – Certification Program**

**Memorandum of Understanding**

**Between: Eastern Ontario Model Forest**

##  10 Campus Drive

 Kemptville, Ontario

 K0G 1J0

Tel: 613-258-824

Herein after referred to as “EOMF”

**And:** ***[Insert community forest name and address here]***

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 Herein after referred to as ***[Insert community forest name here]***

**Overview of the Eastern Ontario Model Forest**

The EOMF works with government, private forest owners, industry, community forests, First Nations and other stakeholders to sustain and manage forest resources. In 2000 the EOMF started working with private forest owners and community based forests promoting sustainable forest management through Forest Stewardship Council® (FSC®) certification. Participants carefully manage their forests for economic and social benefits while maintaining the ecological integrity of the forest community.

Forest certification is a process designed to encourage the sustainable management of forests throughout the world. Independent auditors evaluate forest stands to determine whether their owners are complying with sound forestry standards. Owners who meet the required standards will have their woodlots certified as “well-managed.” This label provides assurance to both the woodlot owners and consumers of wood products that their forests are being well managed. The Forest Certification Program of the Eastern Ontario Model Forest provides private forest owners and community-based forests affordable access to independent third party evaluation and certification of their forests and forest management practices.

To meet the requirement for a legally incorporated body, the Eastern Ontario Model Forest will hold the **Rainforest Alliance issued Type 1 Group Management FSC Certificate (RA-FM/COC 000-232)** on behalf of all partners in the Program. Upon certification, members of the program who have signed a Memorandum of Understanding with the EOMF will be permitted to use the FSC® logo to market their timber and promote their participation as certified forest.

[www.eomf.on.ca](http://www.eomf.on.ca)

**Community Forest Profile**

*[insert community forest profile]*

**The Eastern Ontario Model Forest and** *[insert name of community forest]* **agrees with the following:**

**The Eastern Ontario Model Forest agrees to:**

1. Provide the *[insert name of community forest]* with a current copy of the Rainforest Alliance Locally Adapted Great Lakes St. Lawrence Standards for forest management.
2. Provide the *[insert name of community forest]* with the EOMF - Forest Certification Policies and Procedures Manual, Information Report No.51. v. 3, December 2014.
3. Provide the *[insert name of community forest]* sample agreements and contracts for forestry activities, when requested.
4. Provide the *[insert name of community forest]* access to current information, educational opportunities and resources through workshops and print material related to forest certification.
5. Maintain a copy of the signed Memorandum of Understanding (MOU), Forest Management Plan (FMP), Operation Plans and any additional documents, as required to maintain the FSC® certificate.
6. Schedule annual site visits to active properties with a designated representative for the purpose of ensuring all activities and operations meet the standards for FSC® certification.
7. Notify the *[insert name of community forest]* if there has been non-compliance with this agreement, and outline the steps necessary to re-establish compliance. Designate an EOMF contact person for FSC® certification compliance purposes.
8. Provide Bill of Lading booklets as a method to track all wood leaving from FSC® certified properties.
9. Invoice the *[insert name of community forest]* or their representative for the annual *Program Fee***.** The *Program Fee* supports costs (audit and program administration) associated with the EOMF – Forest Certification Program. The fee structure is set by EOMF Board of Directors in consultation with the Certification Working Groups and reviewed annually.
10. The EOMF will provide the *[insert name of community forest]* access to Rainforest Alliance annual audit reports outlining conditions to maintain the EOMF FSC® certification.

**The** *[insert name of community forest]* **agrees to:**

1. Designate a Forest Manager to represent the *[insert name of community forest]* and to undertake all forest management and forest certification responsibilities as identified in this MOU.
2. Ensure that all forest management activities carried out on the properties under their direction is in compliance with the FMP, Rainforest Alliance Locally Adapted Great Lakes St. Lawrence Standards for forest management and the EOMF - Forest Certification Policies and Procedures Manual, Information Report No.51. v. 3, December 2014.
3. Ensure that all workers are aware of and comply with relevant provincial occupational health and safety requirements.
4. Warrant that the *[insert name of community forest]* is the registered owner of the property, and has the absolute right to enter into this agreement, and that the boundaries of the properties are known, not in contention, and that timber harvesting and tree planting is legally permitted.
5. Provide a digital copy of the signed MOU, FMP, Operations Plan, and any additional relevant documents for all properties included in the certified forest, as required to manage the FSC® certificate.
6. Notify the EOMF contact person if there are scheduled changes with planned forestry activities. Grant access to the property to the EOMF or its forest management contractors to review compliance of the forest management plan and activities and the certification standard
7. Provide the EOMF with an annual report of activities including: annual harvest volume, pesticide use, addition and removal of properties, High Conservation Value Forest updates, total area under certification, changes in personnel, and other relevant forest management activities.
8. Costs such as: FMP, tree marking, boundary establishment, forest harvest monitoring, and all other forest operations, will be the responsibility of the *[insert name of community forest]*.
9. Pay an annual *Program Fee* to the EOMF to assist with costs (audit and program administration) associated with the EOMF Forest Certification Program. The Program Fee is due April 30th of each year.
10. Take prompt actions to rectify any non-compliance as a result of forest operations and notify the EOMF.
11. Designate a contact person to assist the EOMF – Forest Certification Program with input, guidance and direction through their representation on the Eastern Ontario Certification Working Group.

**Furthermore, it is agreed by the Eastern Ontario Model Forest and** *[insert name of community forest]* **that:**

1. The EOMF is not liable for any injury or damages that may be incurred by any forest workers during the duration of this forest certification program.
2. The *[insert name of community forest]* is not liable for any injury or damages that may be incurred by EOMF staff, contractors or volunteers during the duration of this forest certification program.
3. This agreement shall remain in effect for the term of the forest certification program or until a written request for removal is received by the EOMF or from the *[insert name of community forest]*. Notification in writing must be provided 30 days prior to removing the forest from the certified pool.
4. The EOMF will keep all records, FMP, Operation Plans, timber sale details and contact information confidential and will not distribute this information without the consent of the *[insert name of community forest]*.

*[insert name of community forest]*

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Name Signature Date

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Name Signature Date

**Eastern Ontario Model Forest:**

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Name Signature Date