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**NOTE:** Although these Requirements may be translated into various languages for the convenience of users, the English version remains the definitive reference document in the event of any dispute.

## **Introduction to the Product Schedule For Brazilian Soya Products**

This Schedule must be used in conjunction with the FEMAS Module for Responsible Procurement of Agricultural & Natural Products.

Certification of Brazilian Soya beans or Soya products against this Schedule confirms that the Soya beans concerned (and from which any related Soya products are derived) were grown on farms, and transported along a supply chain, where active and effective controls are in place to ensure no deforestation of the Brazilian Amazon Biome has occurred since September 1<sup>st</sup> 2006.

Two recognised initiatives are underway in Brazil with regard to the sustainable production of Soya and, with this in mind, FEMAS will monitor the progress of the Round Table on Responsible Soy (RTRS) and the Soy Moratorium in the Amazon Biome. This Schedule will be amended in the light of any conclusions reached, when these are agreed and published.

The contribution of the British Retail Consortium in the preparation of this Schedule is gratefully acknowledged.

# Product Schedule For Brazilian Soya Products

Participants processing or trading Soya products sourced from Brazil must meet the following requirements:

**1. Definition of Brazilian Amazon Biome**

Until such time as more precise and up-to-date maps are available, participants must accept the limits of the Amazon Biome in Brazil as defined by the Brazilian Institute of Geography and Statistics (IBGE). From hereon this shall be referred to as the 'Brazilian Amazon Biome'.

**2. Prevention of Deforestation**

For the purposes of this schedule, 'forest' and 'deforestation' encompass both native tree species and the other native plants associated with natural forest.

Participants must not purchase, process or trade Soya beans grown on land from within the Amazon Biome subjected to deforestation after September 1<sup>st</sup> 2006. Nor may participants trade Soya products derived from such Soya beans.

**2.1 Compliance with the Forest Code**

2.1.1 Participants shall only contract to purchase Soya beans from:

- a. Farms already compliant with the Brazilian **Forest Code**.

**And / or**

- b. Farms where, due to historical or local socio-political reasons, immediate compliance with the **Forest Code** is not possible but proactive engagement in a documented and effective programme to achieve compliance can be demonstrated, for example by participation in a recognised conservation programme audited by a recognised Conservation Body.

2.1.2 In **all** cases, those farms from which Soya beans are sourced must be in possession of accurate maps showing the boundaries of the farm and preserved areas within the farm.

## **2.2 Non-Compliance with the Forest Code**

Where farms supplying Soya beans are found not to comply with 2.1 and its sub-clauses, participants must declare any related contracts null and void.

2.2.1 Where contracts have been declared null and void in accordance with 2.2 above, further contracts for Soya products may only be made with the affected farms or intermediaries once it has been verified that compliance with 2.1 has been established.

## **2.3 Minimum Requirements for Preserved Forest**

As a minimum, the preservation of forest in the Brazilian Amazon Biome must be demonstrable at all stages of the supply chain in the following specific locations.

### **2.3.1 Beside Watercourses**

Forest must be preserved along watercourses according to the following criteria of the Forest Code:

- a. For watercourses with a water flow width of < 10 metres, forest must be preserved along the length of the water course to a depth of 30 metres.
- b. For watercourses with a water flow width of 10 to 50 metres, forest must be preserved along the length of the watercourse to a depth of 50 metres.
- c. For watercourses with a water flow width of 50 to 200 metres, forest must be preserved along the length of the watercourse to a depth of 100 metres.
- d. For watercourses with a water flow width of 200 to 500 metres, forest must be preserved along the length of the watercourse to a depth of 200 metres.
- e. For watercourses with a water flow width > 600 metres, forest must be preserved along the length of the watercourse to a depth of 500 metres.
- f. For springs, forest must be preserved for a radius of 50 metres around the spring.

### **2.3.2 On Slopes, Including Hills and Mountains**

Forest must be preserved on any hillside or mountainside with an inclination above 45 degrees and other land with an inclination between 25 and 45 degrees.

### **2.3.3 Above 1,800 Metres**

Forest must be preserved on all land located above 1,800 metres above sea level.

### **2.3.4 On Fixed Sand Dune Systems**

Forest must be preserved on areas of fixed sand dunes.

### **2.3.5 Land Designated for Indigenous Communities**

Participants must not obtain Soya products from land legally designated for occupation by indigenous communities in forested areas.

### 2.3.6 Trees Subject to Preservation Orders

No trees may be felled if they are subject to a preservation order under the Forest Code.

## 2.4 **Water Sources**

Water may only be sourced from preserved areas where it is clear that this has no detrimental effect on the fauna of the preserved area.

## 2.5 **Control of Fire**

2.5.1 Where fires are lit in growing areas, these must be managed and controlled to avoid any inadvertent (or deliberate) damage to preserved forest.

2.5.2 No fires may be lit within the area of preserved forest.

## 2.6 **Preserved Areas**

The percentage of land preserved on farms supplying Soya beans into the participant's supply chain must comply with the following limits set out in the Forest Code (but note 2.1.1.b above):

2.6.1 Supplying farms in the Amazon Biome must preserve 80% of their land for native flora and fauna.

2.6.2 Supplying farms outside the Amazon Biome must preserve 20% of their land for native flora and fauna, apart from those located in the Cerrado, where 35% must be preserved.

2.6.3 Where the percentage of preserved land on the farm differs from 2.6.1 and 2.6.2 above (particularly if it is a lower percentage), farms must present documentary evidence that this percentage of preserved land has been prescribed and approved by the competent authorities (normally the State Government). Where no such documentary evidence is available, 2.6.1 and 2.6.2 will apply.

## 3. **Land Title**

Participants must only procure Soya beans from farms able to prove legal title to their land or, where this is not yet possible due to issues of State or National Government administration, are able to demonstrate proactive efforts to establish legal title where this is not currently the case. In the latter case this will normally require evidence of formal application for title and confirmation that a ruling is still awaited.

## 4. **Preservation of Workers' Rights**

4.1.1 Participants must monitor the 'Laundry List' published by the Brazilian Department of Labour and confirm that no farms with which they trade are listed as breaching employment laws.

4.1.2 No Soybeans may be procured from farms included on the Laundry List.

4.1.3 The Laundry List can be viewed at:

<http://www.reporterbrasil.com.br/listasuja/index.php?lingua=en>