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Issuance of PEFC Logo use licenses by the PEFC Council



PEFC Council

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Foreword

The PEFC Council (the Programme for the Endorsement of Forest Certification schemes) is a worldwide organisation promoting sustainable forest management through forest certification and labelling of forest based products. Products with PEFC claim and / or label deliver confidence that raw material originates in sustainably managed forest.

The PEFC Council provides endorsement of national forest certification schemes which are required to comply with the PEFC Council requirements subject to regular evaluations.

This document alters and replaces Guide PEFC GD 1005:2010, Issuance of PEFC Logo use licenses by the PEFC Council.

This document enters into force on 1st April 2013. The transition period for license holders whose license was issued before the date of entry into force ends on 1st January 2014. This date also marks the end of the transition period for license holders in the PEFC logo user group C: "Forest related industries" whose license was issued after the date of entry into force, but whose PEFC chain of custody certificate was issued before the date of entry into force.

Introduction

The PEFC logo / label provides information relating to the origin of forest based product in sustainably managed forest, recycled and other non controversial sources. Purchasers and potential purchasers can use this information in choosing the product based on environmental, as well as other considerations.

The PEFC Logo can only be used based on a PEFC Logo usage license issued by the PEFC Council or a PEFC authorised body.

1 Scope

This document sets out the rules for the issuance of PEFC logo use licenses, hereafter “licenses”, by the PEFC Council to ensure legally compliant use of the PEFC Logo in accordance with the PEFC Logo usage rules – requirements, PEFC ST 2001:2008.

This document is based on PEFC ST 2001:2008 and PEFC GD 1004:2009.

The PEFC Council only issues licenses to entities located in a country without a PEFC authorised body or because a license cannot be issued by the relevant PEFC authorised body or for any other reasons accepted by the PEFC Council.

All other organisations shall apply to the relevant national PEFC authorised body to obtain the license.

2 Normative references

PEFC ST 2001:2008, *PEFC Logo usage rules – Requirements*

PEFC GD 1004:2009, *Administration of PEFC Scheme*

3 Terms and Definitions

3.1 Accredited certificate

A certificate issued by a certification body within the scope of its accreditation that bears the accreditation body’s symbol.

3.2 PEFC recognised certificate

is:

- a) a valid **accredited** forest management certificate issued by a PEFC notified certification body against a PEFC Council endorsed forest management scheme/standard,
- b) a valid **accredited** chain of custody certificate issued by a PEFC notified certification body against the PEFC Council international chain of custody standard or
- c) a valid **accredited** chain of custody certificate issued by PEFC notified certification body against a scheme specific chain of custody standard that is endorsed by the PEFC Council.

Note: A complete list of PEFC endorsed forest certification schemes and chain of custody standards is available on the PEFC Council website, www.pefc.org.

4 Conditions for issuance of license

4.1 General conditions

An entity applying for the license shall

- a) be a legal entity,
- b) agree that the PEFC Council collects and makes publicly available the entity's identification and other information as specified by the PEFC Council.

4.2 Special conditions

User group A: PEFC National Governing Body, shall

- a) be a member of the PEFC Council,
- b) sign the PEFC Logo Use Contract with the PEFC Council (Appendix 1).

User group B: Forest owner / manager, shall

- a) hold a valid, PEFC recognised forest management certificate,
- b) sign the PEFC Logo Use Contract with the PEFC Council (Appendix 1).

User group C: Forest related industries, shall

- a) hold a valid, PEFC recognised chain of custody certificate,
- b) sign the PEFC Logo Use Contract with the PEFC Council (Appendix 1).

The holder of multisite chain of custody certification which central office is located in a country without the PEFC authorised body can apply for multi-license covering the whole or a part of the scope of the multi-site certification provided that:

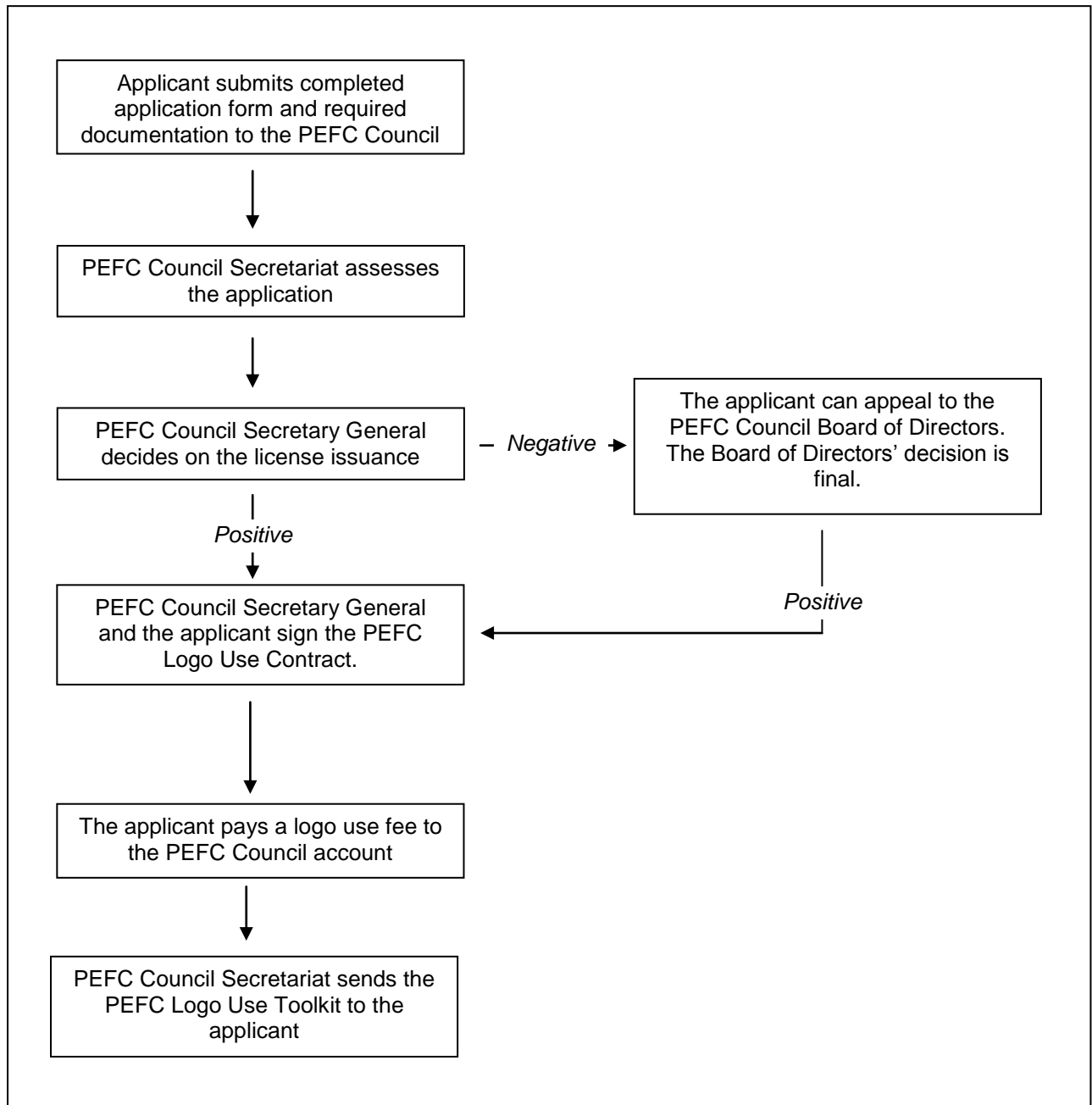
- a) the central office and the sites are a part of a single legal entity or
- b) the central office and the sites are a part of a single company with a single management and organisational structure.

User category D: Other users, shall

- a) identify the purpose of the PEFC logo use that does not conflict with the objectives and good name of the PEFC Council,
- b) sign the PEFC Logo Use Contract with the PEFC Council (Appendix 1).

5 License issuance process

Figure 1 : License issuance process



6 Logo use fee

The following fees apply:

a) Issuance fee

The issuance fee covers expenses incurred by the administration of the application and the reproduction and distribution of the PEFC Logo Use Toolkit. The fee shall be paid in advance of the Logo Use Contract becoming effective.

b) Periodic fee

The periodic fee shall be paid annually by a PEFC logo license holder. No refund is given in case of the license termination.

Fees are set out in appendix 4 of this document, and subject to change by the Board of Directors.

7 Validity of licenses

Licenses are valid for the following time periods

a) **User group A:** Validity of the contract

b) **User group B:** Validity of the PEFC forest management certificate

c) **User group C:** Validity of the PEFC chain of custody certificate

d) **User group D:** Validity of the contract

8 One-off use of the PEFC Logo

The PEFC Council may allow a one-off usage of the PEFC Logo for off-product purposes to users without an individual license (e.g. in newspapers, reports, publications, etc.) under the following conditions:

a) the use shall not conflict the objectives and good name of the PEFC Council,

b) the PEFC Logo shall be used with the PEFC Council registration number (PEFC/01-00-01),

c) the disclaimer "Reproduced with the permission of the PEFC Council" shall be used.

The application for the one-off use of the PEFC Logo is specified in Appendix 3.

Appendix 1

PEFC Logo Use Contract

Between

- (1) **The Programme for the Endorsement of Forest Certification schemes**, hereafter the “PEFC Council”, having its registered office at World Trade Center 1, 10, Route de l’Aéroport, CH – 1215 Geneva, Switzerland

And

- (2) **Name and address of the logo user**, hereinafter the “logo user”, having its registered office at *address*

Whereas *the name of organisation* is a logo user under the logo user group *x: name of group* as defined in the PEFC Logo Use Rules, including the following sites:

Whereas the PEFC Council is owner and has the copyright on the PEFC logo which is a registered trademark;

Whereas the logo user is to be granted a license for the PEFC logo with registration number PEFC/.....and to be allowed to use the PEFC logo according to the PEFC Logo Use Rules;

Now, therefore the above said parties agree to the following:

Article 1: Definitions:

1. The PEFC Logo Use Rules

This is set of requirements for the use of the PEFC Logo defined in PEFC ST 2001:2008, which forms part of the contractual documentation and is found in the annex of this contract. PEFC ST 2001:2008 is valid as stated now and as may be from time to time altered by the PEFC Council.

2. Tariffs of PEFC logo fees

This is the Appendix 4 to PEFC GD 1005:2012 Issuance of PEFC Logo Use Licenses, which forms part of the contractual documentation and is found in the annex of this contract.

Article 2: Copyrights to the PEFC logo

1. For the avoidance of any doubt, the PEFC logo is copyright material and is a registered trademark owned by the PEFC Council. The initials “PEFC” are covered by copyright and are registered. Unauthorised use of this copyright material is prohibited and may lead to legal action. The use of the PEFC logo is regulated and governed by the PEFC Council.

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Article 3: Responsibilities of the Logo User

1. The logo user is obliged to use the PEFC logo in accordance with the PEFC Logo Use Rules and together with a registration number issued by the PEFC Council so as to ensure that the logo user is identifiable on its basis.
2. The logo user is obliged to pay a PEFC logo use fee based on an invoice issued by the PEFC Council. The amount of the fee is specified in the Tariffs of the PEFC Logo Fee and can be changed by the PEFC Council during the validity of the contract. The corresponding change in the contract between PEFC Council and the logo user concerning the fees takes effect the next year after the PEFC Council informed the logo user, in writing, of the change.
3. The logo user is obliged to inform the PEFC Council immediately and truthfully on any changes concerning logo user's identification data and certified status, the latter in case of logo user group B and C.

Article 4: Responsibilities of the PEFC Council

1. The PEFC Council is obliged to provide the logo user with the PEFC Logo Usage Toolkit within 2 weeks following the signing the contract and the receipt of payment for the logo use fee at the PEFC Council's bank account.
2. The PEFC Council is obliged to inform the logo user on any changes of the PEFC Council regulations and documentation concerning the PEFC logo use which affect this contract.

Article 5: Penalty

1. The PEFC Council may impose, in case of user group B and C, a contractual penalty of a CHF amount being one-fifth the market value of the products to which unauthorised on- or off-product logo use relates, unless the logo user proves that such unauthorised use was unintentional. In the latter case the penalty will be limited to 15,000 CHF.
2. The PEFC Council has the right to alter the amount of penalty demanded for use of the PEFC logo in contravention of the contract. The change shall come into effect in the contract between the PEFC Council and the logo user three months and five days after the former has informed the latter, in writing, of the change.

Article 6: Contract Termination

1. Either party may terminate the contract with three-month prior notice by registered letter.
2. The PEFC Council may revoke the contract temporarily with immediate effect while a suspicion of contravention of the contract or the PEFC Logo Use Rules is being investigated. In case of suspicion, the PEFC Council shall send the logo user a written request for an explanation and notification of the temporary revocation of the contract. The temporary revocation shall remain in effect for a maximum period of one (1) month after the logo user has provided an explanation concerning the suspected misuse to the PEFC Council, which will examine the matter. The PEFC Council may reverse a decision on the temporary revocation of the contract when the logo user has implemented corrective

measures approved by the PEFC Council and given the PEFC Council notification that this has been done.

3. The PEFC Council may terminate the contract with immediate effect if there are reasons to believe that any of the terms of the contract or the PEFC Logo Use Rules are not being adhered to.
4. Withdrawal, suspension or the end of the validity of the PEFC recognised forest management certificate, in case of the group B logo user or PEFC recognised chain of custody certificate, in case of the group C logo user, will result in automatic termination of the contract with effect on the same date as the withdrawal, suspension or the end of the validity of the forest management or the chain of custody certificate.
5. No PEFC logo fee is refunded to the logo user in case of temporary revocation or termination of the contract according to the Article 6, bullet 2, 3, and 4.
6. PEFC Council is not obliged to pay compensation for any costs or other damages which the temporary revocation or termination causes to the logo user.

Article 7: Reporting and Presentation

1. PEFC Council is permitted to present publicly logo user's identification data and information concerning the certification status provided by the logo user.
2. The logo user, in case of user group B and C, shall undertake to provide, immediately after each audit, the PEFC Council with a notification, verified by the certification body, of the on-product use of the PEFC logo, e.g. broken down by product, product category, production unit or similar, to the degree of accuracy that the chain of custody system used by the logo user permits. In the same conjunction, the logo user shall supply the PEFC Council with a detailed, free form account of any off-product use of the PEFC logo.
3. The logo user, in case of user group D, shall give the PEFC Council an annual report containing an itemised, free form account of the PEFC Logo's off-product use.

Article 8: Validity of the Contract

1. The contract enters into force when it has been signed by both parties and the logo user has paid the PEFC logo fees based on an invoice issued by the PEFC Council.

Article 9: Other terms of the contract

1. The PEFC Council reserves the right to carry out (by itself or to commission a third party to act on its behalf) an on-site inspection of the logo user's operations if it has received a complaint by third party or if the PEFC Council has reasons to believe that the contract is being contravened. The logo user shall bear

responsibility for the costs of said inspection and any other detrimental effects.

2. The logo user, in case of the group B and C, undertakes to enter an agreement with the certification body within three months of signing this contract (a copy to be sent to the PEFC Council) to that effect that, in conjunction with the audits conducted subsequent to signing this contract, certification body will examine the system by means of which the logo user keeps records of the production volumes marked with the PEFC logo and how the Logo is used on them. The certification body shall have a right to inform the PEFC Council of changes of which it is aware, without consulting the logo user.

Article 10: Arbitration

1. This contract is subject to Swiss law.
2. Any disputes arising out of this agreement shall be finally and exclusively settled by the courts of the Canton of Geneva, subject to a right of appeal to the Swiss Federal Supreme Court.

Signed in duplicate.

In Geneva on

In _____ on _____

For and on behalf of
the PEFC Council

For and on behalf of
the logo user

PEFC Council, Secretary General

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Appendix 2

APPLICATION FOR PEFC LOGO USE LICENSE

I. Applicant's Identification Data

Organisation name			
Address	Street, No.		
	City	Zip	
	Country		
Contact person			
Telephone		Fax	
E-mail		Http	

In case of application for multi-license covering several sites, the application shall include identification and contact details of all sites for which the application is made.

II. Applicant's Logo User Group

(only one category can be marked in single application)

A. National Governing Body	<input type="checkbox"/>
B. Forest owners / managers	<input type="checkbox"/>
C. Forest related industry, Trade	<input type="checkbox"/> C-o-C Certificate holder
	<input type="checkbox"/> Site of the multi-site C-o-C certification
	<input type="checkbox"/> Application for multi-license
D. Other Users	<input type="checkbox"/>

III. Information and Documents for Application Processing:

Certificate number / Expire Date <i>(if group B and C)</i>	
Confirmation of Participation in Group / regional / multi-site certification	
Turnover for the last year in CHF <i>(if group B or C)</i>	
Documents required for the Application Processing:	
<input type="checkbox"/> Copy of the PEFC certificate <i>(if group B or C)</i>	
<input type="checkbox"/> Copy of the confirmation of participation in group certification <i>(if group B or C, group/regional/multisite certification)</i>	
<input type="checkbox"/> List of all sites covered by the application, including full contact details <i>(if application for multilicense, group C)</i>	

IV. Self-Declaration:

I hereby confirm that:

- I have read the PEFC Council's regulations concerning PEFC logo use and accept them,
- the data included in this application are complete and truthful.

Signature of applicant's representative

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APPLICATION PROCESSING FORM

(Completed by the PEFC Council Secretariat)

I. Application Processing:

		Date	Signature
Date of application receive	<input type="checkbox"/> Yes		
Fulfilment of the PEFC requirements	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Contract sent to the applicant	<input type="checkbox"/> Yes		
Logo Fee Invoice sent to the applicant	<input type="checkbox"/> Yes		
Signed contract received	<input type="checkbox"/> Yes		
Contract signed by both parties sent to the applicant	<input type="checkbox"/> Yes		
PEFC Logo Usage Toolkit sent to the applicant	<input type="checkbox"/> Yes		

II. PEFC Logo Fee Payment:

Year	Amount	Paid on Date	Signature

III. Application Appeal Process:

		Date	Signature
Appeal received	<input type="checkbox"/> Yes		
Appeal processed with decision	<input type="checkbox"/> Positive <input type="checkbox"/> Negative		

IV. Revocation and Termination of the License:

Statutes of Decision	Date	Penalty

Appendix 3

APPLICATION FOR ONE-OFF USE of the PEFC LOGO

I. Applicant's Identification Data

Organisation (Individual) name			
Address	Street, No.		
	City	Zip	
	Country		
Contact person			
Telephone		Fax	
E-mail		Http	

II. Purpose of the PEFC Logo use

Explanation of the intened use of the PEFC logo

Signature of applicant's representative
(given in Section I)

Appendix 4

Tariffs of the PEFC Logo Fee

Logo User Category		Issuance Fee* (CHF)	Periodic Fee* (CHF)
A: PEFC Council National Governing Body		0	0
B: Forest owners / managers	up to 1,5 Mill. CHF turnover**	0	0
	over 1,5 Mill and up to 15 Mill. CHF turnover	0	0
C: Forest related industries	over 15 Mill and up to 1,5 Bill CHF turnover	0	0
	over 1,5 Bill. CHF turnover	0	0
D: Other users		0	0

* Issuance and periodic fees do not include charges or taxes imposed on the logo use fees in the applicant country outside Switzerland.

** Turnover: Last year's overall volume of sales of the entity covered by PEFC logo use license

In case of multi-site certification, the multi-site organisation's turnover is calculated as a sum of turnovers of sites covered by the multisite organisation and covered by the application.

50 % discount from the periodic fee will be provided for the current year to the applicant for the PEFC Logo use license who submitted its application after 30th June of the current year.