

## Annex 11: PEFC Italia Notification documentation

# PEFC Notification Contract

between

1) **Programme for Endorsement of Forest Certification schemes Italia**, hereafter the PEFC Italia having its registered office care of UNCEM - Via Palestro, 30 – 00185 Rome and secretary office at Strada dei loggi, 22 – 06135 Perugia

and

2) .....

**Name and registered address of the certification body** (hereafter the notified certification body)

Whereas the PEFC Italia is the national governing body of the Programme for the Endorsement of Forest Certification schemes and is owner in behalf of the PEFC logo and PEFC claims;

Whereas the PEFC Notified Certification Body is to be granted a PEFC notification and will be allowed to issue the PEFC recognised certificates according to the PEFC Italy certification schemes.

The above said parties agree to the following:

### Article 1

Definitions:

- **PEFC Italy certification schemes**  
These are PEFC Italy technical documentation: ITA 1000, ITA 1001-1, ITA 1001-2, ITA 1004 and ITA 1004-1 (Forest Management Certification Scheme and Poplar Management Certification Scheme), ITA 1002 (Chain of Custody Certification scheme), which form part of the contractual documentation and is found in the annex of this contract. All the documentation above is valid as stated now and as may be from time to time altered by the PEFC Italy.
- **Certification and Accreditation Procedures**  
This is ITA 1003 (SFM, SPM and CoC accreditation scheme; minimum requirements), which forms part of the contractual documentation and is found in the annex of this contract. ITA 1003 is valid as stated now and as may be from time to time altered by the PEFC Italy.
- **PEFC Notification Annual Fee**  
PEFC Italy Council has established an annual fee for the Certification Bodies Notification. The amount of the fee is 200 € (+ VTA) for each certificate issued till the maximum fee of 1.000 € (+ VTA), according to the PEFC Italy Council resolution in 3<sup>rd</sup> of May 2007.

### Article 2: Responsibilities of the PEFC Notified Certification Body

The PEFC Notified Certification Body is obliged to:

- Have and keep valid accreditation issued in compliance with ITA 1003 (Certification and Accreditation Procedures) and to inform the PEFC Italy immediately about any changes in the accreditation. The PEFC Notified Certification Body will provide, at the beginning of each year as well as each time it is so requested, updated evidence that it still meets the requirements of valid accreditation.
- Carry out the certification against the schemes above within the scope of the valid accreditation.
- Provide the PEFC Italy immediately and truthfully with information on every certificate issued to an organisation in

the country covered by the PEFC Italy notification and /or inform of any changes to already issued certificates within the range of data as specified by the PEFC Italy.

- Pay the PEFC Italy annual PEFC notification fee. The amount of the fees is specified in the point 3 of article 1 of this contract and can be changed by the PEFC Italy during the validity of the contract. The corresponding change in the contract between PEFC Italy and the PEFC Notified Certification Body concerning the fees takes effect the following year after the PEFC Italy has informed the PEFC Notified Certification Body, in writing, of the change.
- Agree to be listed on the publicly available both PEFC Italy and PEFC Council internet database including the certification body's identification data and/or other data as specified in the internal rules for the PEFC registration system.
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### **Article 3: Responsibilities of the PEFC Italia**

1. The PEFC Italy recognises the certificates issued by the PEFC Notified Certification Body in compliance with this contract and provides holders of the certificates with access to the PEFC Logo usage license under the conditions specified by the PEFC Italy.
2. The PEFC Italy is obliged to inform the PEFC Notified Certification Body of any changes to the PEFC Italy regulations and documentation which affect this contract. Every year PEFC Italy will arrange a meeting to update PEFC Notified Certification Bodies about PEFC Italy Certification Scheme.

### **Article 4: Contract Termination**

- The PEFC Italy as well as the PEFC Notified Certification Body may terminate the contract with three-months prior notice by registered letter.
- The PEFC Italy may suspend the contract with the immediate effect if there are reasons to believe that any provision of the PEFC notification contract is not being adhered to.
- Withdrawal, suspension or the end of the validity of the PEFC Notified Certification Body's accreditation, 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 accreditation.
- No PEFC notification fee is refunded to the PEFC Notified Certification Body in case of temporary suspension or termination of the contract according to the Article 4, bullet 1, 2 and 3.
- PEFC Italy is not obliged to pay compensation for any costs or other damages which any temporary suspension or termination causes to the PEFC Notified Certification Body.

### **Article 5: Validity of the Contract**

The contract enters into force when it has been signed by both parties and is in force until the 31<sup>st</sup> of December of the year object of Notification Contract.

### **Article 6: Governing Law - Jurisdiction**

This contract is subject to the law of Italy. Any disputes, or lawsuits concerning this contract may be brought before the courts in the judicial district of Perugia in Italy.

Signed in duplicate.

Perugia, .....

In.....

For and on behalf of  
the PEFC Italy

For and on behalf of  
the PEFC Notified Certification Body

