
Issuance of PEFC Logo use licenses

Thailand Forest Certification Council - TFCC

The Federation of Thai Industries



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Introduction

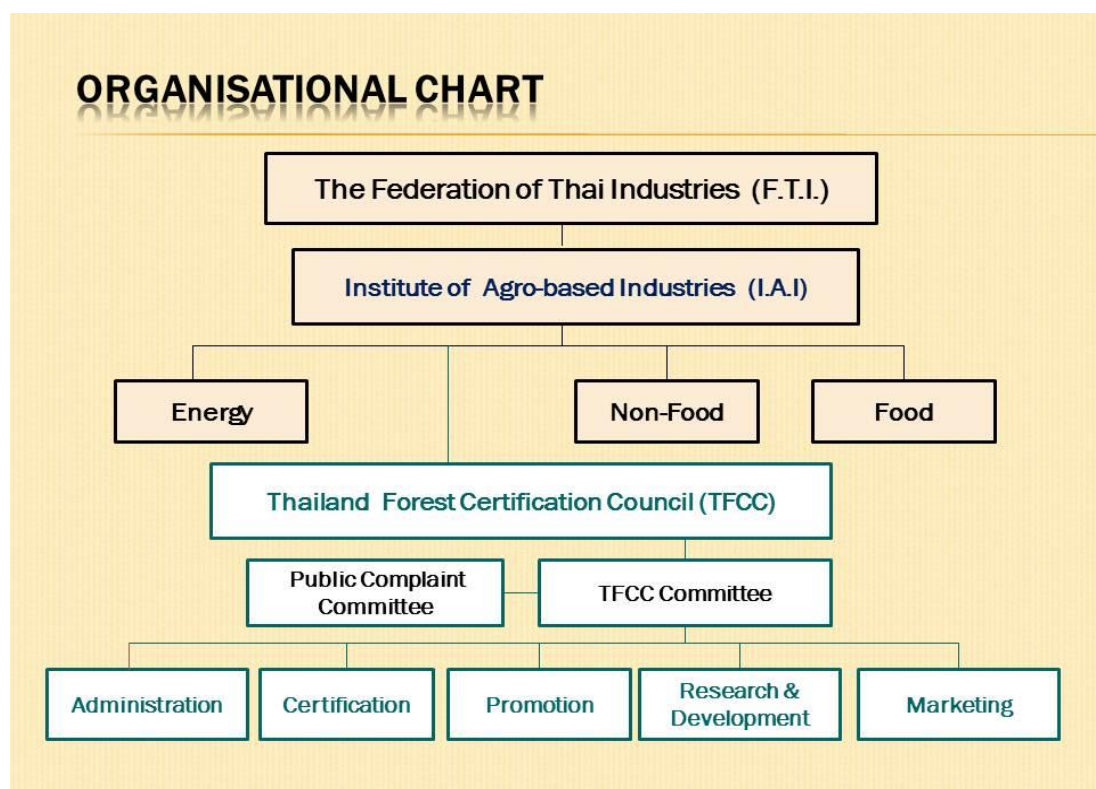
The PEFC Council (the Programme for the Endorsement of Forest Certification schemes) is a worldwide organisation promoting sustainable forest management through Forest Management certification, Chain of Custody certification and labelling of forest based products.

The PEFC logo and labels provide information relating to the origin of forest based products in sustainably managed PEFC certified forests, recycled and other non-controversial sources.

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

In Thailand, F.T.I. (The Federation of Thai Industries) is acting on the PEFC Council's behalf as PEFC authorised body, based on an administration contract signed with the PEFC Council in accordance with Guide PEFC GD 1004.

In terms of the organisational chart, TFCC is a part of the Institute of Agro-based Industries (I.A.I.) and acting as an authorized body of F.T.I.



1 Scope

This TFCC PD 002 sets out the rules for the issuance of PEFC logo use licenses, hereafter “licenses”, by F.T.I. to ensure legally compliant use of the PEFC Logo in accordance with the PEFC Logo usage rules – requirements, PEFC ST 2001.

F.T.I. is authorised by the PEFC Council to issue licenses to entities located in Thailand and sites in other countries, participating in a multi-site Chain of Custody certification with the central office being in Thailand.

2 Normative references

PEFC ST 2001, PEFC Logo usage rules – Requirements

3 Terms and Definitions

3.1 Accredited certificate

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

3.2 TFCC recognised certificate

- a) a valid, **accredited** Forest Management certificate of a certification body notified by TFCC, issued against TIS 14061, Sustainable Forest Plantation Management - Requirements of the Thailand Forest Certification System (TFCS) to an entity registered in Thailand.
- b) a valid, **accredited** Chain of Custody certificate of a certification body notified by TFCC, issued against the international PEFC Chain of Custody standard PEFC ST 2002, Chain of Custody of Forest Based Products – Requirements or TIS 2861, Chain of Custody – Requirement of the TFCS to an entity registered in Thailand.

Note: PEFC endorsed FM and CoC standards will be found in PEFC website www.pefc.org

4 Conditions for the issuance of licenses

4.1 General conditions

An entity applying for the license shall

- a) be a legal entity,
- b) agree that the entity's identification and other information as specified by the TFCC are publicly available on the web based PEFC Information and Registration System and TFCC website.

4.2 Special conditions

User group B: Forest owners/managers, shall

- a) hold a valid TFCC recognised Forest Management certificate, issued against a version of TIS 14061 of the TFCS, that is endorsed by the PEFC Council.
- b) sign a PEFC Logo Use Contract with TFCC Committee Secretary (Appendix 1).

User group C: Forest related industries, shall

- a) hold a valid TFCC recognised Chain of Custody certificate, issued against a valid version of the international PEFC Chain of Custody standard PEFC ST 2002 or TIS 2861 of the TFCS that is endorsed by the PEFC Council.
- b) sign a PEFC Logo Use Contract with TFCC Committee Secretary (Appendix 1).

The holder of multisite Chain of Custody certification with the central office being in Thailand can apply for a multi-license covering the whole or a part of the scope of the multi-site certification provided that:

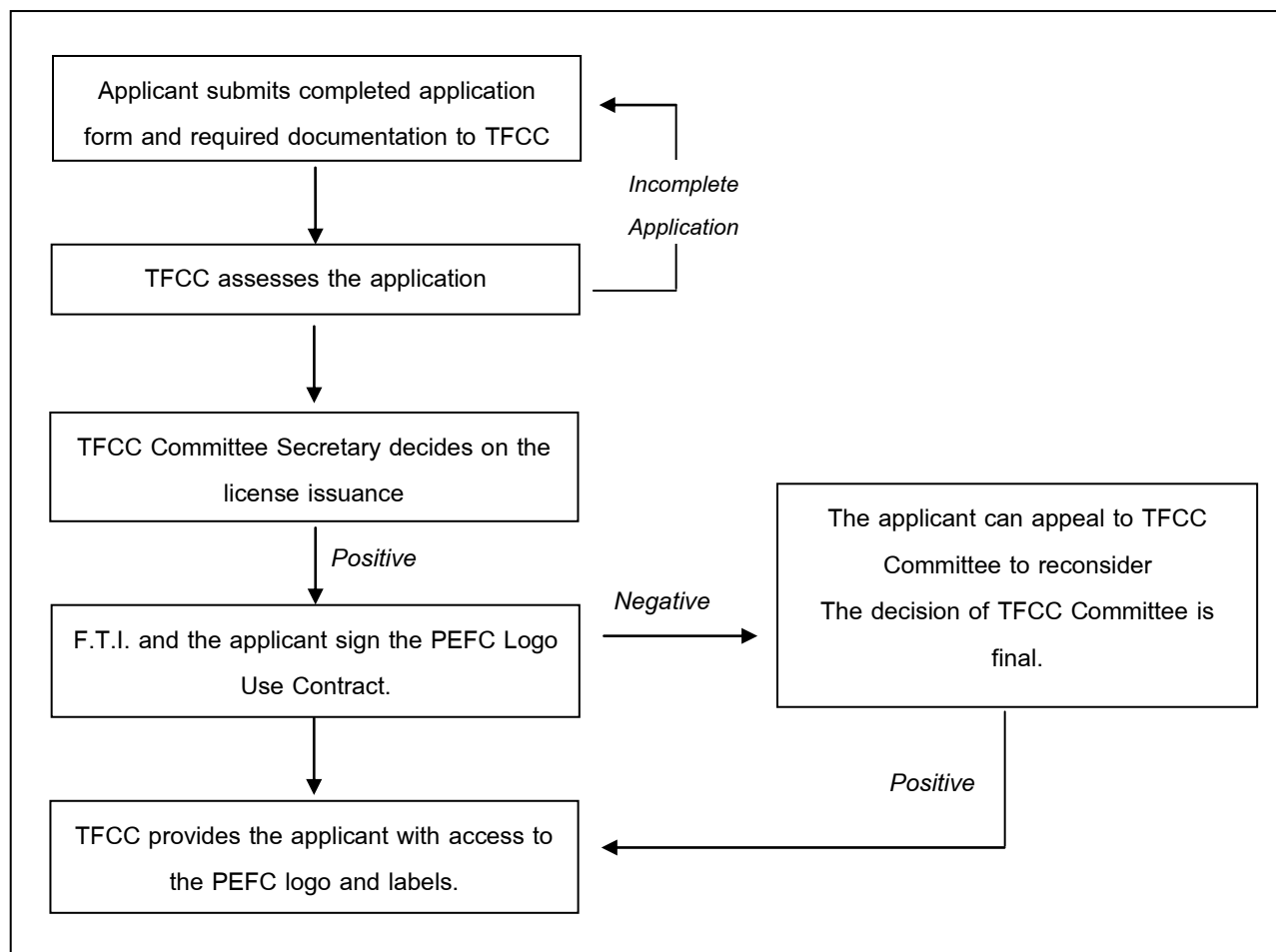
- a) the central office and the sites are a part of a single legal entity or
- b) the central office and the sites are a part of a single company with a single management and organisational structure.

User group D: Other users, shall

- a) identify the purpose of the PEFC logo use, which does not conflict with the objectives and good name of the PEFC Council,
- b) be registered in Thailand,
- c) sign a PEFC Logo Use Contract with TFCC Committee Secretary (Appendix 1).

5 License issuance process

Figure 1 : Logo Usage License issuance process



Note: TFCC Committee Secretary will sign on behalf of F.T.I., who is authorized person by the chairman of F.T.I.

6 Validity of licenses

User group	PEFC Licenses are valid for the following time periods
User group B	-Validity of TFCC Forest management certificate and -Validity of PEFC Council endorsement of the version of TIS 14061 of the TFCS, the certificate was issued against.
User group C	-Validity of the PEFC Chain of Custody certificate or -Validity of TFCC Chain of Custody certificate with the validity of the PEFC Council endorsement of the version of TIS 2861 of the TFCS, the certificate was issued against
User group D	Validity of the contract

PEFC Logo Use Contract

Between

- (1) F.T.I., having its registered office at 60, New Rachadapisek Road, Klongtoey, 10110 Bangkok, Thailand

And

- (2) *[Logo user]*, hereafter the “logo user”, having its registered office at *[address]*.

Whereas the logo user is a logo user in the User Group *[name of the User Group (i.e. B – Forest owners/managers, C – Forest related industries or D – Other users)]* as defined in the PEFC Logo usage rules (PEFC ST 2001), including the following sites:

[list of sites]

Whereas the PEFC Council is the owner of and has the copyright on the PEFC logo, which are registered trademarks;

Whereas F.T.I., is acting in Thailand on behalf of the PEFC Council;

Whereas the logo user is to be granted a PEFC logo license with the number *PEFC/45-xx-xx* 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, which forms part of the contractual documentation. The latest edition of PEFC ST 2001 (including any amendment) or the document which replaces PEFC ST 2001 applies.

Article 2: Copyrights to the PEFC logo

1. For the avoidance of any doubt, the PEFC logo is copyrighted material and a registered trademark owned by the PEFC Council. The initials “PEFC” are also registered and covered by copyright. Unauthorised use of this copyrighted material is prohibited and may lead to legal action. The use of the PEFC logo is regulated and governed by the PEFC Council, and by F.T.I. in Thailand on PEFC Council's behalf.

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 on the PEFC logo license issuance by PEFC International and together with a license number issued by F.T.I. so as to ensure that the logo user is identifiable.
2. The logo user is obliged to inform TFCC Committee Secretary immediately and truthfully on any changes concerning logo user's identification data and certified status in case of logo user group B and C.

Article 4: Responsibilities of TFCC

1. TFCC is obliged to provide the logo user with access to the PEFC logo and labels within 15 working days after this contract was signed by the logo user and TFCC Committee Secretary.
2. TFCC is obliged to inform the logo user on any change of the regulations and documentation concerning PEFC logo use, which affects this contract.

Article 5: Penalty

1. In case of a logo use by the logo user which is not in accordance with the PEFC Logo Use Rules or this contract, F.T.I. may impose, in case of user group B and C, a contractual penalty of an amount being one-fifth the market value of the products to which the logo use relates, unless the logo user proves that such unauthorised use was unintentional. In the latter case, the penalty will be limited to approximately 495,091.96 THB, as referred to the currency exchange of 1 CHF = 33.0061 THB.
2. F.T.I. has the right to alter the amount of the penalty demanded for use of the PEFC logo in contravention of the contract. The change shall come into effect three months after the F.T.I. has informed the logo user, in writing, of the change.

Article 6: Contract Termination

1. Either party may terminate this contract with three-month prior notice by registered letter.
2. F.T.I. may revoke this 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, F.T.I. 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 month after the logo user has provided an explanation concerning the suspected misuse to F.T.I. which will examine the matter. F.T.I. may reverse a decision on the temporary revocation of the contract when the logo user has implemented corrective measures approved by F.T.I. and given F.T.I. notification that this has been done.

3. F.T.I. 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 expiry of the TFCC recognised Forest Management certificate, in case of logo user group B, or the TFCC recognised Chain of Custody certificate, in case of logo user group C, will result in automatic termination of the PEFC logo license contract with effect on the same date as the withdrawal, suspension or expiry of the Forest Management or the Chain of Custody certificate.
5. Withdrawal, suspension or expiry of the contract on the Administration of the PEFC scheme between the PEFC Council and the F.T.I. will result in automatic termination of the PEFC logo license contract with effect on the same date as the withdrawal, suspension or expiry of contract between the PEFC Council and the F.T.I.
6. Withdrawal, suspension or expiry of the PEFC endorsement of the TIS 14061 of TFCS in case of logo user group B or the TIS 2861 of TFCS in case of logo user group C certified against this standard C will result in automatic termination of the PEFC logo usage contract with effect on the same date as the withdrawal, suspension or expiry of the endorsement by the PEFC Council.
7. F.T.I. 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. F.T.I. is permitted to make the logo user's identification data and information concerning the certification status publicly available on the web based PEFC Information Registration System or the TFCC website.
2. In case of logo user group C, the logo user shall provide F.T.I. immediately after each audit, with a summary of the on-product use of the PEFC logo by the logo user, 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 addition the logo user shall supply F.T.I. with a detailed, free form account of any off-product use of the PEFC logo.
3. In case of logo user group D, the logo user shall provide F.T.I. with an annual report containing a free form account of the off-product use of the PEFC logo.

Article 8: Validity of the Contract

1. The contract enters into force when it was signed by the logo user and F.T.I.

Article 9: Other terms of the contract

1. F.T.I. 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 F.T.I. 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 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 F.T.I. of changes of which it is aware, without consulting the logo user.

Article 10: Arbitration

1. This contract is subject to Thailand's law.
2. Any disputes arising out of this agreement shall be finally and exclusively settled by the courts of Thailand.

Signed in duplicate.

In Bangkok on DD MM YYYY

Inon DD MM YYYY

For and on behalf of

For and on behalf of

The Federation of Thai Industries (F.T.I.)

the logo user

[Name]

TFCC Committee Secretary

On Behalf The Federation of Thai

Industries (F.T.I.)

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

B. Forest owners / managers	<input type="checkbox"/> Holder of an individual Forest Management certificate <input type="checkbox"/> Central office of a Group Forest Management certification <input type="checkbox"/> Participant in a Group Forest Management certification
C. Forest related industries	<input type="checkbox"/> Certificate holder of CoC individual <input type="checkbox"/> Certificate holder of a CoC multisite certificate for a license covering only itself <input type="checkbox"/> Certificate holder of a CoC multisite certificate for a license covering itself plus all or some of the participants sites <input type="checkbox"/> Participant in a CoC multi-site Chain of Custody certification
D. Other Users	<input type="checkbox"/>

(only one category can be marked in single application)

III. Information and Documents for Application Processing:

Certificate number <i>(if group B or C)</i>	
Certificate expiry date <i>(if group B or C)</i>	
Certification body <i>(if group B or C)</i>	
<u>Documents required for processing the application:</u>	
<input type="checkbox"/> Copy of PEFC certificate <i>(if group B or C)</i>	
<input type="checkbox"/> Copy of the confirmation of participation in Group Forest Management certification or multi-site Chain of Custody <i>(group B or C, if applicable)</i>	
<input type="checkbox"/> List of all sites covered by the application, including full contact details <i>(if application for multi-license, group C)</i>	

IV. Self-Declaration:

I hereby confirm that:

- I have read F.T.I.'s regulations concerning PEFC logo use and accept them,
- the data included in this application is complete and correct.

Signature of applicant's representative

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APPLICATION PROCESSING FORM

(Completed by TFCC)

I. Application Processing:

		Date	Signature
Date of application receive	<input type="checkbox"/> Yes		
Fulfilment of the requirements	<input type="checkbox"/> Yes		
	<input type="checkbox"/> No		
Contract 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		
Applicant provided with access to PEFC logo and labels	<input type="checkbox"/> Yes		

II. Application Appeal Process:

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

III. Revocation and Termination of the License:

Statutes of Decision	Date	Penalty