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**Issuance of PEFC Logo Usage Licenses by the Forest Research Institute (IBL)**



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## **Foreword**

The PEFC Council (the Programme for the Endorsement of Forest Certification schemes) is the 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.

## **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, hereinafter the licenses, by the Forest Research Institute to ensure legally compliant use with the PEFC Logo usage rules – requirements, PEFC ST 2001:2008 (*PEFC Logo usage rules – requirements*) and its enforcement.

This document is based on PEFC ST 2001:2008 (*PEFC Logo usage rules – requirements*) and PEFC GD 1004:2009 (*Administration of PEFC scheme*).

The Forest Research Institute (IBL), the PEFC National Governing Body in Poland, undertakes only to issue licenses to the following user groups as described in *PEFC ST 2001:2008 (PEFC Logo usage rules – requirements)*:

- User group B: Forest owners and managers
- User group C: Forest Related Industries (off and on product usage)
- User group D: Other Actors (organisations or Bodies willing and permitted to promote or advertise PEFC for educational purposes (Off product usage only))

The Forest Research Institute issues licenses to organisations under User Groups B, C and D, which are legally registered in Poland.

# 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](http://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 B:** Forest owners and managers, shall

- a) hold valid PEFC forest management certificate issued by an accredited certification body as per *PEFC PL 1002 (Certification and Accreditation Procedures)*
- b) sign the PEFC Logo Usage Contract with the Forest Research Institute (*Appendix 1*)

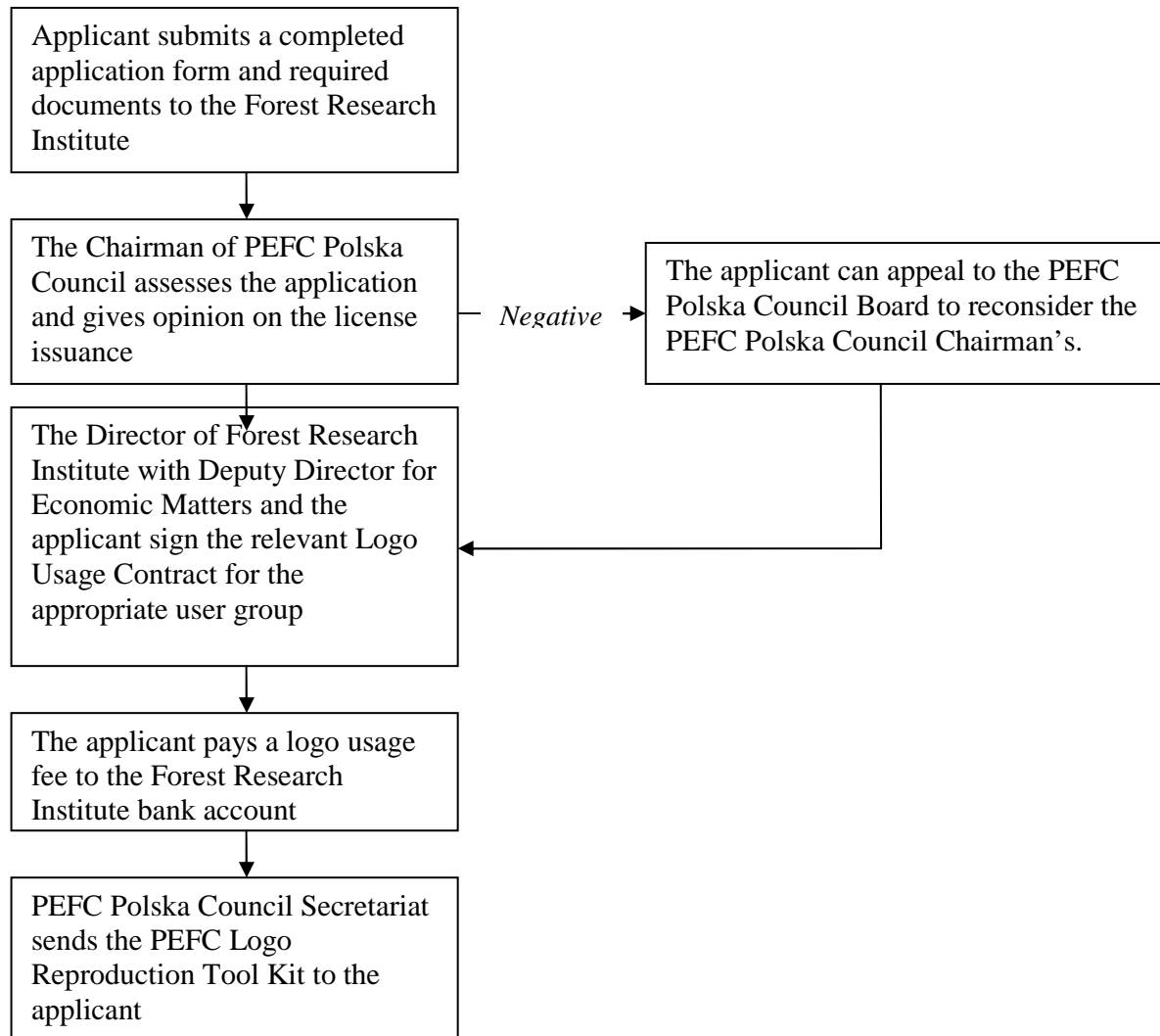
**User group C:** Forest related industries, shall

- a) hold valid PEFC chain of custody (CoC) certificate issued by an accredited certification body as per *PEFC PL 1002 Certification and Accreditation Procedures*
- b) sign the PEFC Logo Usage Contract with the Forest Research Institute (*Appendix 1*)

**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 Usage Contract with the Forest Research Institute (*Appendix 1*)

## 5 License Issuance Procedures



## 6 Logo Usage Fee

Forest Research Institute imposes two fees connected with logo usage:

### 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 and create an account in PEFC Label Generator.. The fee shall be paid in advance of the Logo Use Contract becoming effective.

## **b) Periodic fee**

The periodic fee is paid annually by a PEFC logo user based on an invoice issued by the Forest Research Institute. The fee for the current year is not refunded, if the license is terminated by the Forest Research Institute because of violation of the PEFC Logo Usage Rules caused by the logo user.

The level of the administration and logo usage fees are set out in appendix 3 to this document. The fees included in appendix 4 can be changed by a decision of the Board of Directors. For the avoidance of any doubt, the fee is confined to covering all costs pertaining to:

i) logo administration and control and

ii) activities aimed at promoting the PEFC or promoting, developing and maintaining the scheme endorsed by the PEFC Council

## **7 Validity of the licenses**

The Forest Research Institute issues the license for the following time period according to the users groups:

**User group B:** for the period of PEFC forest management certificate validity

**User group C:** for the period of PEFC chain of custody certificate validity

**User group D:** for the period of validity of the contract

## ***PEFC Logo Usage Contract***

Between

(1) **The Forest Research Institute**, hereafter the “**IBL**”, having its registered office at Sękocin Stary, ul. Braci Lesnej 3, 05-090 Raszyn, Polska

And

(2) ***Name and address of the logo user (hereinafter the “logo user”)***

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;

Whereas the IBL is the licensee 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 – Requirements -**

This is the PEFC International Standard (PEFC ST 2001:2008), which forms part of the contractual documentation and is found in the annex of this contract.

2. **Tariffs of PEFC logo fees -**

This is the Appendix 4 to the PEFC Polska Guidelines for Issuance of PEFC Logo Usage Licenses, which forms part of the contractual documentation and is found in the annex of this contract.

### **Article 2: Copyrights to the PEFC logo**

For the avoidance of any doubt, the PEFC logo is copyright material and is a registered trademark licensed by the Forest Research Institute. 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 and the Forest Research Institute.

### **Article 3: Responsibility of the Logo User**

1. The logo user is obliged to use the PEFC logo in accordance with the PEFC Logo Use Rules, graphical guidelines specified in the PEFC Logo Reproduction Tool Kit, and together with a Appendix 2: PEFC Logo Usage Contract (User registration number issued



by the Forest Research Institute so as to ensure that the logo user is identifiable on its basis).

2. The logo user is obliged to pay a PEFC logo administration fee and an annual PEFC logo usage fee based on an invoice issued by the Forest Research Institute. The amount of the fees is specified in the Tariffs of PEFC Logo Fees and can be changed by the Forest Research Institute during the validity of the contract. The corresponding change in the contract between Forest Research Institute and the logo user concerning the fees takes effect the next year after the year when the Forest Research Institute informed the logo user, in writing, of the change.
3. The logo user is obliged to inform the Forest Research Institute 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 Forest Research Institute**

1. The Forest Research Institute is obliged to provide the logo user with the PEFC Logo Reproduction Tool Kit within 2 weeks following the signing the contract and the receipt of payment for the logo administration fee and logo usage fee at the Forest Research Institute's bank account.
2. The Forest Research Institute is obliged to inform the logo user on any changes of the Forest Research Institute regulations and documentation concerning the PEFC logo usage which affect this contract.

#### **Article 5: Penalty**

1. The Forest Research Institute may impose, in case of user group B and C, a contractual penalty of a Euro 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 10,000 Euro.
2. The Forest Research Institute 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 Forest Research Institute 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 Forest Research Institute 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 such suspicion, the Forest Research Institute 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 Forest Research Institute, which will examine the matter. The Forest Research

Institute may reverse a decision on the temporary revocation of the contract when the logo user has implemented corrective measures approved by the Forest Research Institute and given the Forest Research Institute notification and appropriate proof that this has been done.

3. The Forest Research Institute may terminate the contract without any consequences with the 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 chain of custody or forest management certificate recognised by the Forest Research Institute, in case of the group B and 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 chain of custody or forest management certificate.
5. The PEFC Logo usage license can be terminated in the case of cancellation of the contract between the PEFC Council and the Forest Research Institute.
6. No PEFC logo fee is refunded without interests to the logo user in case of temporary revocation or termination of the contract according to the Article 6, bullet 2, 3 and 4 of the contract.
7. Forest Research Institute 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. The Forest Research Institute is permitted to present publicly logo user's identification data and information concerning the certification status provided by the logo user without any fee.
2. The logo user, in case of user group B or C, shall undertake to provide, immediately after each forest management or chain of custody (C-o-C) verification audit, the Forest Research Institute 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 C-o-C system used by the logo user permits. In the same conjunction, the logo user shall supply the Forest Research Institute 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 Forest Research Institute each year an annual report containing an itemised, free form account of the PEFC Logo's off-product usage.

#### **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 whole PEFC logo fees based on an invoice issued by the Forest Research Institute.
2. For the logo user belonging to group B or C contract is valid for the period of validity of the certificate of forest management (user group B) or chain of custody (user group C).

3. For logo users qualified to group *D - other users* agreement is valid for a period of ..... years from the date of its signature.

#### **Article 9: Other terms of the contract**

1. The Forest Research Institute reserves the right to carry out (by itself or to commission a third party to act on its behalf) an on-site inspection of logo user's operations if it has received a complaint by third party or if the Forest Research Institute 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 Forest Research Institute) 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 Forest Research Institute of changes of which it is aware, without consulting the logo user.

#### **Article 10: Arbitration**

1. This contract is subject to Polish law.
2. Any disputes arising out of this agreement shall be finally and exclusively settled by the characteristic courts of the Warsaw, subject to a right of appeal according Polish law.
3. All annexes form an integral part of this contract.
4. Any amendments to the agreement shall require an annex, concluded in written form under pain of invalidity.

Signed in duplicate.

In *Sękocin Stary* on DD.MM.YYYY

For and on behalf of  
the Forest Research Institute

In ..... on DD.MM.YYYY

For and on behalf of  
the logo user

\*\*\*\*\* , Director of IBL

## APPLICATION FOR PEFC LOGO USE LICENSE

### **I. Applicant's Identification Data**

<b>Organisation name</b>			
<b>Registration number</b>			
<b>Address</b>	<b>Street, No.</b>		
	<b>City</b>	<b>Zip</b>	
	<b>Country</b>		
<b>Contact person</b>			
<b>Telephone</b>		<b>Fax</b>	
<b>E-mail</b>		<b>Http</b>	

In case of application for multi-license covering more 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)*

<b>B Forest owners / managers</b>	<input type="checkbox"/>
<b>C Forest related industry, Trade</b>	<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-licence
<b>D Other Users</b>	<input type="checkbox"/>

### **III. Information and Documents for Application Processing:**

<b>Certificate number / Expire Date (if group B and C)</b>	
<b>Confirmation of Participation in Group / regional / multi-site certification</b>	
<b>Turnover for the last year in CHF (if group B or C)</b>	
<b>Documents required for the Application Processing:</b>	
<input type="checkbox"/> Copy of the 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 multi-licence, group C)</i>	
<input type="checkbox"/> Document confirming the turnover for the last year <i>(if group B or C)</i>	
<input type="checkbox"/> Free-form explanation of the intended use of the PEFC logo <i>(if group D)</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 Forest Research Institute)

## ***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

## Tariffs of PEFC Logo Fee

Logo User Category		Issuance Fee* PLN		Periodic Fee* PLN
		Members of PEFC Polska	Non- Members	
<b>B: Forest owners and managers</b>	Up to 500 ha	0	50	100
	501 - 5 000 ha	0	50	200
	5 001 – 10 000 ha	0	50	500
	10 001 – 50 000 ha	0	50	1500
	Over 50 000 ha	0	50	3500
<b>C: Forest related industries</b>	up to 1 Million EUR turnover	0	50	300
	over 1 Mill and up to 10 Million EUR turnover	0	50	1 500
	over 10 Million and up to 100 Million EUR turnover	0	50	3 000
	over 100 Million EUR turnover	0	50	6 000
<b>D: Other users</b>		0	0	0

\* Issuance and periodic fees do not include charges or taxes imposed on the logo usage fees.

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