


cerfoar - Technical Document

ANNEX 13

PG 07.01. Procedure of issuance of PEFC Logo use licenses by cerfoar Association

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PROCEDURE OF ISSUANCE OF PEFC LOGO USE LICENSES BY cerfoar ASSOCIATION

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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, being in Argentina the cerfoar Association.

1. SCOPE

This cerfoar General Procedures sets out the rules for the issuance of PEFC logo use licenses, hereafter “licenses”, by the cerfoar Association 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.

This cerfoar General Procedure has been approved by the Board of Directors of the cerfoar Association and it is applied for issuance of Logo License to the following logo users: User group B: Forest owner / manager, User group C: Forest related industries, User category D: Other users

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 cerfoar recognised certificate

is:

- a valid **accredited** forest management certificate issued by a cerfoar notified certification body against a cerfoar forest management scheme/standard,
- a valid **accredited** chain of custody certificate issued by a cerfoar notified certification body against the PEFC Council international chain of custody standard,,
- a valid **accredited** chain of custody certificate issued by a PEFC notified certification body against the PEFC Council international chain of custody standard,
- 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.

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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 cerfoar Association collects and makes publicly available the entity's identification and other information as specified by the cerfoar Association and PEFC Council.

4.2 Special conditions

User group B: Forest owner / manager, shall

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

User group C: Forest related industries, shall

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

The holder of multisite chain of custody certification which central office is located in Argentina 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

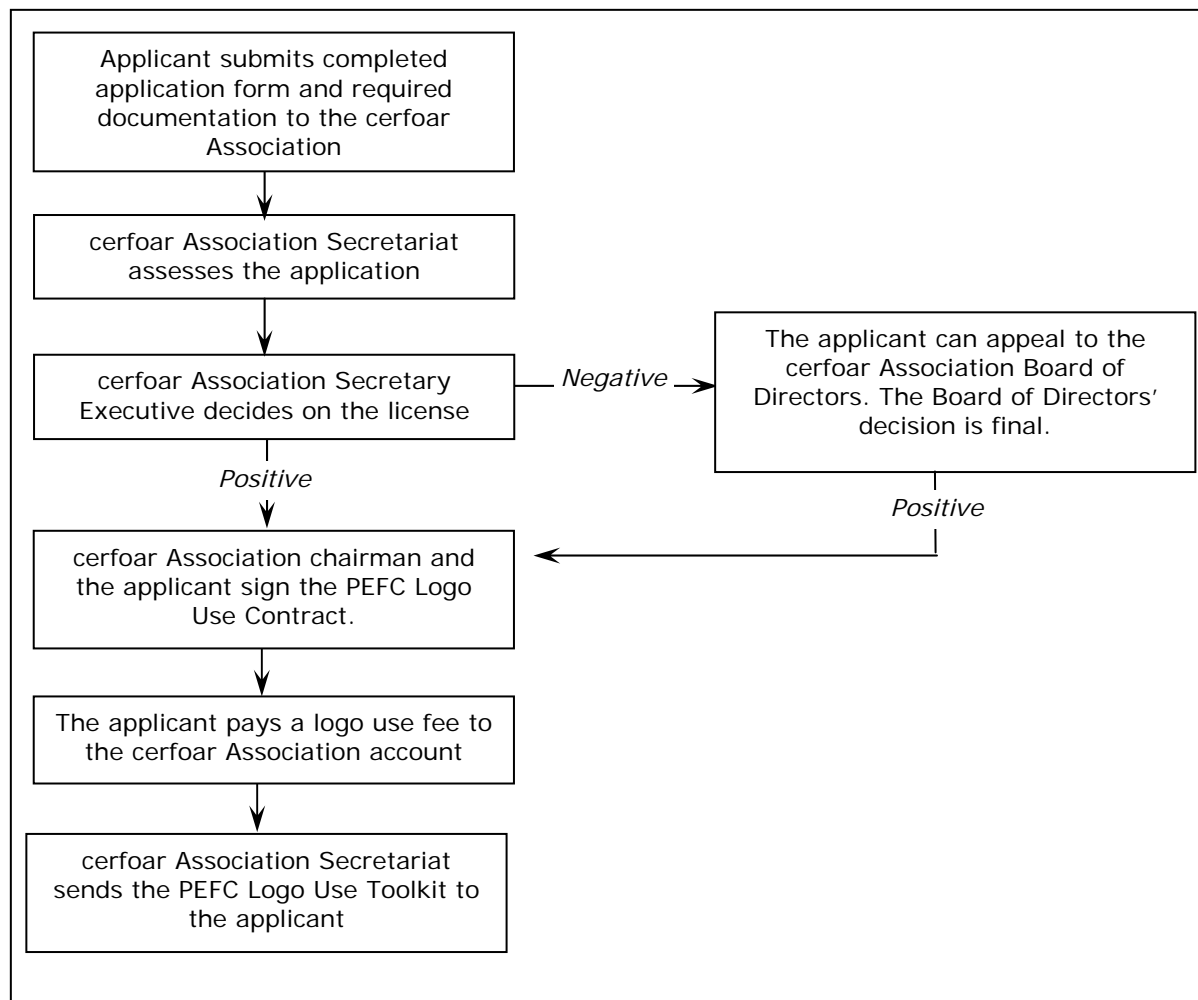
- a) identify the purpose of the PEFC logo use that does not conflict with the objectives and good name of the PEFC Council,
- b) sign the PEFC Logo Use Contract with the cerfoar Association (Appendix 1).

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5. 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 cerfoar Association Board of Directors.

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7. VALIDITY OF LICENSES

Licenses are valid for the following time periods

- a) **User group B:** Validity of the cerfoar forest management certificate
- b) **User group C:** Validity of the PEFC chain of custody certificate
- c) **User group D:** Validity of the contract

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ANNEX 1: PEFC LOGO USE CERFOAR CONTRACT

PEFC Logo Use Contract

Between

(1) Administracion del Sistema Argentino de Certificación Forestal, Asociacion Civil, hereafter the "cerfoar Association", having its registered office at Bartolomé Mitre 1895, 2do piso, oficina C, Ciudad Autonoma de Buenos Aires, República Argentina

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/37-_____ 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 3 to cerfoar General Procedures PG07 in force, 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.

Article 3: Responsibilities of the Logo User

1. The logo user is obliged to use the PEFC logo in accordance with the PEFC

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Logo Use Rules and together with a registration number issued by the cerfoar Association 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 cerfoar Association. The amount of the fee is specified in the Tariffs of the PEFC Logo Fee and can be changed by the cerfoar Association during the validity of the contract. The corresponding change in the contract between cerfoar Association and the logo user concerning the fees takes effect the next year after the cerfoar Association informed the logo user, in writing, of the change.
1. The logo user is obliged to inform the cerfoar Association 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 cerfoar Association

1. The cerfoar Association 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 cerfoar Association's bank account.
2. The cerfoar Association 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 cerfoar Association may impose, in case of user group B and C, a contractual penalty of a AR\$ (Argentinean pesos) 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 XX AR\$.
2. The cerfoar Association 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 cerfoar Association 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 cerfoar Association 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 cerfoar Association 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 cerfoar Association, which will examine the matter. The cerfoar Association may

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reverse a decision on the temporary revocation of the contract when the logo user has implemented corrective measures approved by the cerfoar Association and given the cerfoar Association notification that this has been done.

3. The cerfoar Association 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 cerfoar recognised forest management certificate, in case of the group B logo user or cerfoar 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. cerfoar Association 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. cerfoar Association 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 cerfoar Association 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 cerfoar Association 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 cerfoar Association 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 cerfoar Association

Article 9: Other terms of the contract

1. The cerfoar Association 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 cerfoar Association has reasons to believe that the contract is being

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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 cerfoar Association) 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 cerfoar Association of changes of which it is aware, without consulting the logo user.

Article 10: Arbitration

1. This contract is subject to Republica Argentina law.
2. Any disputes arising out of this agreement shall be finally and exclusively settled by the courts of the Ciudad Autónoma de Buenos Aires,.

Signed in duplicate.

In Ciudad Autónoma de Buenos Aires on In on

For and on behalf of
the cerfoar Association

For and on behalf of
the logo user

SPECIMEN

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ANNEX 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)

B. Forest owners / managers	<input type="checkbox"/> SFM Individual Certificate Holder <input type="checkbox"/> Group Forest Management Certificate Holder <input type="checkbox"/> Participant in group FM certification
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			
Total area in hectares <i>(if group B)</i>		NF ha	FP ha
Turnover for the last year in US\$ <i>(if group C)</i>			
<u>Documents required for the Application Processing:</u> <input type="checkbox"/> Copy of the PEFC-CoC or cerfoar-SFM 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 participant in group FM certification covered by the application, including full contact details <i>(if group B, group/regional 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:

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I hereby confirm that:

- I have read the cerfoar Association´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 cerfoar Association Executive Secretariat)

I. Application Processing:

		Date	Signature
Date of application receive	<input type="checkbox"/> Yes		
Fulfilment of the cerfoar 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

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ANNEX 3: TARIFFS OF THE PEFC LOGO FEE

Logo User Category		Issuance Fee* (AR\$)		Periodic Fee* (AR\$)	
B: Forest owners / managers	>0 - < 100 ha (NF / FP)**				
	>100 - < 1000 ha (NF / FP)				
	>1000 - < 10.000 ha (NF / FP)				
	>10.000 - <50.000 ha (NF / FP)				
	>50.000 ha (NF / FP)				
C: Forest related industries	>0 - < 100.000***				
	>100.000 - < 500.000				
	>500.000 - < 1.000.000				
	>1.000.000 - <5.000.000				
	>5.000.000 - <10.000.000				
	>10.000.000 - <50.000.000				
	>50.000.000				
D: Other users					

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

** NF: native forest hectares

FP: forest plantation hectares

*** 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.