

**Issuance of PEFC logo use licenses**

Bulgarian forest certification scheme

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**Issuance of licenses for PEFC logo usage**



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The official version of the document is Bulgarian. In case of any doubt the English version is decisive.

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## **Foreword**

*Council for sustainable forest management and certification in Bulgaria* – (CSFMCB / PEFC Bulgaria) is a national organisation with the purpose of facilitating sustainable forest management through forest certification and labelling of wood products. Consumers can trust that products carrying the PEFC label are made of raw material from sustainably managed forests, from recycling and/or non-controversial sources.

PEFC Bulgaria is a registered association and responsible for the standard setting and the administration of the Bulgarian PEFC scheme. The PEFC standards are developed through an open and transparent procedure on the basis of consensus and consultations with a variety of stakeholders.

Since 2017, PEFC Bulgaria is full member of PEFC International whose strict endorsement procedure guarantees international recognition.

PEFC – Programme for the Endorsement of Forest Certification schemes

## **Introduction**

The PEFC logo/ label provide 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 is a registered trademark owned by the PEFC Council. PEFC logo licenses for entities located in Bulgaria can only be issued by PEFC Bulgaria, as the PEFC authorised body in the country (National governing body).

The term “shall” is used throughout this document to indicate those provisions reflecting the requirements that are mandatory. The term “should” is used to indicate guidance that, although not mandatory, is provided as a recognised means of meeting the requirements. The term “may” used throughout this standard indicates permission expressed by this standard whereas “can” refers to the ability of a user of this standard or to a possibility open to the user.

## **1. Scope**

- 1.1. This document sets out the rules for the issuance of licenses for PEFC logo to ensure legally compliant use with International standard PEFC ST 2001: for the PEFC label.
- 1.2. PEFC Bulgaria only issues PEFC Logo usage licenses to entities that are registered in Bulgaria and to participants in multisite certificates which certificate holder is based in Bulgaria.

*Note: Entities that are not registered in Bulgaria shall apply for the PEFC Logo license to the PEFC authorised body of the respective country or to the PEFC Council.*

- 1.3. Concerning the PEFC logo, this document is based on PEFC ST 2001:.
- 1.4. Issuance of the PEFC logo usage licenses is subject to a valid contract signed between PEFC Bulgaria and the PEFC Council as specified in PEFC GD 1004:.. In addition, the issuance of PEFC logo usage licenses to logo usage group B (forest owners/managers) is subject to the valid PEFC endorsement of the PEFC Bulgarian scheme.

## **2. Normative references**

The following referenced documents are indispensable for the application of this document. For both dated and undated references, the latest edition of the referenced document (including any amendment) applies.

- PEFC BG ST 1001: (Standard setting procedures)
- PEFC BG ST 1002: (Sustainable Forest Management in Bulgaria)
- PEFC BG ST 1003: (Group Forest Management certification – Requirements)
- PEFC ST 2001: (PEFC Logo Usage Rules – Requirements)
- PEFC ST 2002: (Chain of Custody of Forest Based Products – Requirements)
- PEFC ST 2003: (Requirements for CBs operating PEFC ST CoC)

## **3. 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 PEFC authorised body*

An entity authorised by the PEFC Council to administer the PEFC scheme on behalf of the PEFC Council

Note: The authorised body is either the PEFC National Governing Body operating within its country or another entity which has been authorised by the PEFC Council to administer the PEFC scheme. For Bulgaria it is the Council for Sustainable Forest Management and Certification in Bulgaria (CSFMCB).

## 4. Conditions for issuance of the PEFC Logo license

### 4.1 General conditions

An entity applying for the PEFC logo usage license shall:

- a) be a natural person or legal entity;
- b) agree that PEFC Bulgaria collects and makes publicly available the entity's identification and other information as specified by PEFC Bulgaria;
- c) sign the PEFC Logo Use Contract with PEFC Bulgaria.

### 4.2 Special Requirements for issuance of the PEFC logo licenses

4.2.1 User group **B**: Forest owner / manager, shall hold or be covered by a valid, accredited *forest management certificate* issued against PEFC BG ST 1002: or PEFC BG ST 1003: by a certification body that is notified by PEFC Bulgaria.

4.2.2 User group **C**: Forest related industries, shall hold, or be covered by, a valid, accredited chain of custody certificate issued against PEFC ST 2002: by certification body that is notified by PEFC Bulgaria. In case where the entity is covered by a multisite cross-country certificate with a central office located outside Bulgaria, the certificate shall be issued by a certification body that is PEFC notified by the respective PEFC authorised body or by the PEFC Council.

Note: The term "be covered by" applies to situations where the entity applying for the PEFC Logo usage license is a part of multi-site chain of custody certification.

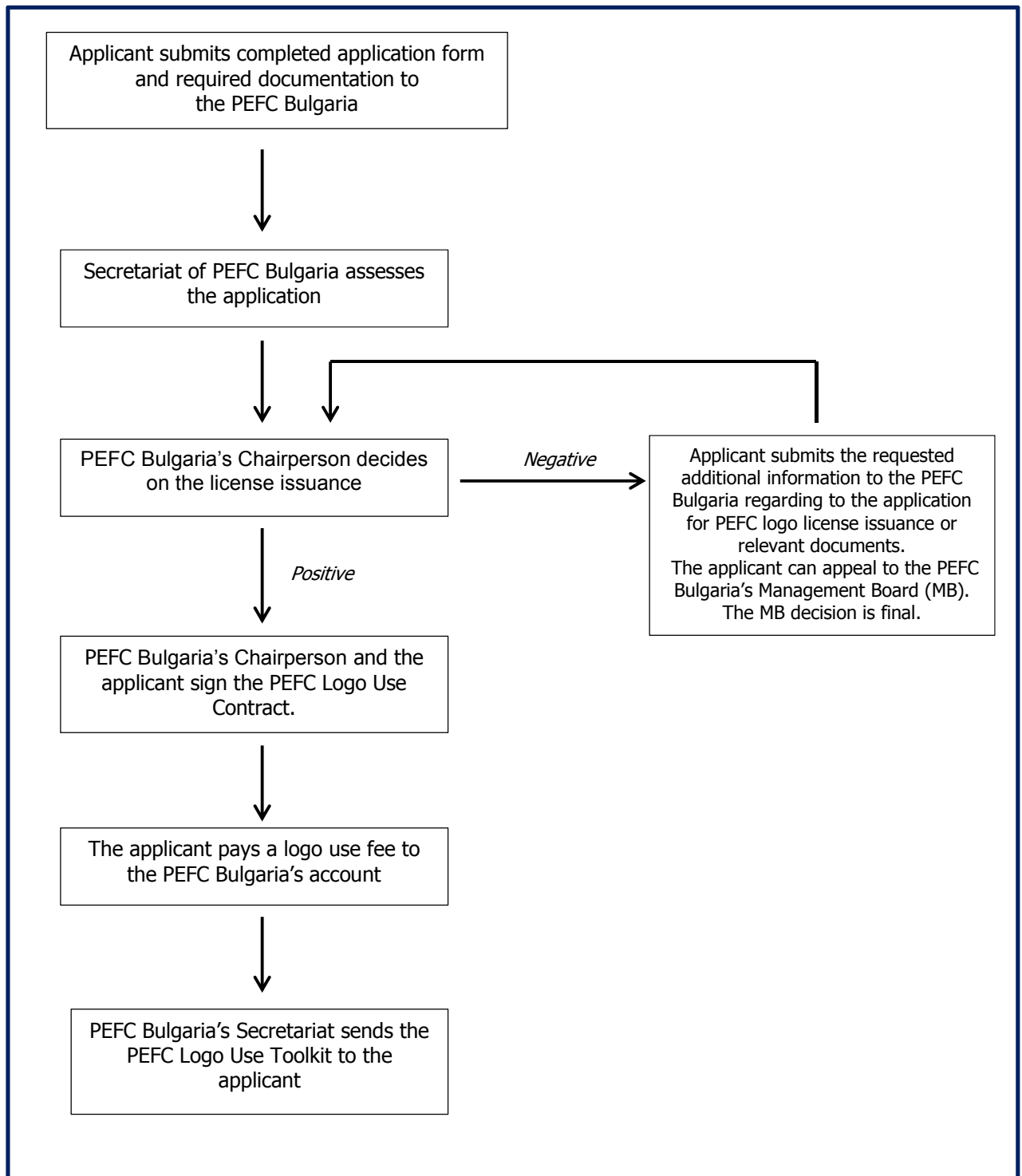
4.2.3 The holder of multisite chain of custody certification whose central office is located in Bulgaria can apply for multi-license covering the whole or a part of the scope of the multi-site certification provided that:

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

4.2.4 User group **D**: Other users shall identify the purpose of the PEFC logo use that does not conflict with the objectives and good name of PEFC Bulgaria and the PEFC Council.

## 5. License issuance process

Figure 1: License issuance process



## **6. License agreement**

6.1 The logo user shall sign a license agreement with PEFC Bulgaria.

6.2 The license agreement shall clearly define the extent to which the logo may be used, i.e. the logo user group as well as the scope of PEFC logo usage. In addition, the logo user shall be committed by the agreement to conform to the logo rules (PEFC ST 2001:) of the PEFC logo.

6.3 The license agreement can be dissolved in the following cases:

- a) Termination by one of the parties with a period of notice of three months after written announcement.
- b) Termination by PEFC Bulgaria when the logo user does not comply with the logo usage rules (PEFC ST 2001:) and/or the rules for Issuance of licenses for PEFC BG logo usage (PEFC BG ST 1005:).
- c) (User group **B**) The withdrawal, suspension or the expiry of validity of the PEFC endorsed forest management certificate or of the participation certificate automatically leads to the prompt termination of the agreement on the day of denial, suspension or the expiry of validity of the PEFC endorsed forest management certificate or of the participation certificate.
- d) (User group **C**) The withdrawal, suspension or the expiry of validity of the PEFC endorsed CoC certificate automatically leads to the prompt termination of the agreement on the day of denial, suspension or the expiry of validity of the PEFC endorsed forest management certificate or of the participation certificate.
- e) The withdrawal, suspension or the expiry of validity of the administration contract between PEFC Bulgaria and the PEFC Council automatically leads to the prompt termination of the agreement on the day of termination, suspension or the expiry of validity of this contract.
- f) The termination, suspension or expiry of validity of the endorsement of the Bulgarian PEFC scheme by PEFC international automatically leads to a prompt cancellation of all logo licenses on user group B on the day of the termination, suspension or expiry of validity of the endorsement of the Bulgarian PEFC scheme.

## **7. Validity of licenses**

Logo licenses are valid for the following time periods:

- a) User group **B**: Validity of the forest management certificate and/or confirmation of participation in the regional certification.
- b) User group **C**: Validity of the chain of custody certificate.
- c) User group **D**: Validity of the agreement.



## **8. Penalties**

- a) PEFC Bulgaria 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 unauthorised use relates, unless the logo user proves that such unauthorised use was unintentional. In the latter case the penalty will be limited to 15.000,00 CHF.
- b) PEFC Bulgaria has the right to alter the amount of penalty demanded for the use in contravention of the contract. The change shall come into effect in the contract between PEFC Bulgaria and the logo user three months and five days after the former has informed the latter, in writing, of the change.

## **9. Measures to ensure conformity with the logo usage rules**

- a) If requested by PEFC Bulgaria, the logo user shall inform PEFC Bulgaria about the usage of the logo/ label, which is verified by (in the case of user groups B and C) by the respective certification body.
- b) PEFC Bulgaria shall implement the required measures, including legal action, to protect the PEFC logo/ the [PEFC BG] logo and to appropriately respond to any violation of the logo usage rules.

## ***PEFC Logo Use Contract***

Between

**(1) The Council for sustainable forest management and certification in Bulgaria**, hereafter the "PEFC Bulgaria", recognized by the PEFC Council, Programme for the Endorsement of Forest Certification Schemes Council as the PEFC National Governing Body in Bulgaria, and holder of the PEFC logo license number: PEFC/47-01-01, having its registered office at 132 blv. Kliment Ohridski", BG – 1756 Sofia, Bulgaria

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: [www.pefc.bg](http://www.pefc.bg) and [www.pefc.org](http://www.pefc.org) .

Whereas the logo user is to be granted a license for the PEFC logo with registration number **PEFC/47-XX-XX** and to be allowed to use the PEFC logo according to the PEFC Logo Use Rules (PEFC ST 2001:2008);

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

### **Article 1: Definitions:**

#### ***1. The PEFC Logo Use Rules***

This is the set of requirements for the use of the PEFC Logo defined in PEFC ST 2001:2008, which can be found at the official PEFC Council website [www.pefc.org](http://www.pefc.org) and in those of CSFMCB – [www.pefc.bg](http://www.pefc.bg). PEFC ST 2001:2008 is valid as stated now and as may be from time to time altered by the PEFC Council.

#### ***2. An accredited certificate***

This is a certificate issued by a certification body within the scope of its accreditation that bears the accreditation body's mark.

#### ***3. Tariffs on Logo usage fee***

This is the Appendix 4 to PEFC BG 1005 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 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 Logo Use Rules and together with a registration number issued by PEFC Bulgaria so as to ensure that the logo user is identifiable on its basis.
2. The user of the logo is required to pay a fee of 1 Euro for use of the logo for the duration of the contract. The amount of the fee is determined in the Price List for a logo. Any change in the contract between PEFC Bulgaria and the user of the logo on the fees will take effect in the next 3 year period and once PEFC Bulgaria has informed the user in writing of the change logo.
3. The logo user is obliged to inform PEFC Bulgaria 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 PEFC Bulgaria**

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

### **Article 5: Penalty**

- 1 PEFC Bulgaria may impose, in case of user group B and C, a contractual penalty of a amount being one-fifth the market value of the products to which unauthorized on- or off-product logo use relates, unless the logo user proves that such unauthorized use was unintentional. In the latter case the penalty will be limited to 15.000 CHF.
- 2 PEFC Bulgaria has the right to alter the amount of penalty demanded for use of the logo in contravention of the contract. The change shall come into effect in the contract between PEFC Bulgaria 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. PEFC Bulgaria may revoke the contract temporarily with immediate effect while a suspicion of contravention of the contract is being investigated. In case of suspicion, PEFC Bulgaria 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 PEFC Bulgaria, which will examine the matter. PEFC Bulgaria may reverse a decision on the temporary revocation of the contract when the logo user has implemented corrective measures approved by PEFC Bulgaria and after notification that this has been done is given to PEFC Bulgaria.

3. PEFC Bulgaria may terminate the contract with the immediate effect if there are reasons to believe that any of the terms of the contract 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. Withdrawal, suspension or the end of the validity of the PEFC endorsement of the PEFC Bulgaria's scheme, in case of logo user group B, will result in automatic termination of the PEFC Logo usage license with effect on the same date as the withdrawal, suspension or the end of the PEFC endorsement.

6. No 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, 4 and 5.

7. PEFC Bulgaria 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 Bulgaria 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, PEFC Bulgaria with a notification, verified by the certification body, of the on-product use of the licensed 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 PEFC Bulgaria with a detailed, free form account of any off-product use of the licensed Logo.

#### **Article 8: Validity of the Contract**

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

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

1. PEFC Bulgaria 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 PEFC Bulgaria 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 PEFC Bulgaria) 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 Logo and how the Logo is used on them. The certification body shall have a right to inform PEFC Bulgaria of changes of which it is aware, without consulting the logo user.

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

1. For this outstanding contract issues shall be applicable Bulgarian legislation.
2. Any disputes arising out of this agreement shall be finally and exclusively settled by the arbitration court in Sofia.

Signed in duplicate.

In \_\_\_\_\_ on \_\_\_\_\_

In \_\_\_\_\_ on \_\_\_\_\_

\_\_\_\_\_  
For and on behalf of  
the CSFMCB

\_\_\_\_\_  
For \_\_\_\_\_ and \_\_\_\_\_ on \_\_\_\_\_ behalf \_\_\_\_\_ of  
the Logo User /...../

## APPLICATION FOR PEFC LOGO USE LICENSE

**I. Applicant's Identification Data**

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

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

Certificate number / Expire Date (if group B and C)	
Confirmation of Participation in Group / regional / multi-site certification	
Turnover for the last year in CHF (if group B or C)	
<p>Documents required for the Application Processing:</p> <ul style="list-style-type: none"> <li><input type="radio"/> Copy of the certificate (if group B or C)</li> <li><input type="radio"/> Copy of the confirmation of participation in group certification (if group B or C, group/regional/multisite certification)</li> <li><input type="radio"/> List of all sites covered by the application, including full contact details (if application for multilicense, group C)</li> <li><input type="radio"/> Document confirming the turnover for the last year (if group B or C)</li> <li><input type="radio"/> Free-form explanation of the intended use of the PEFC logo (if group D)</li> </ul>	

**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 FOR ONE-OFF USE of the PEFC LOGO

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

Organization name			
Registration number			
Address	Street, No		
	City	Zip:	
	Country		
Contact person			
Telephone			Fax :
E-mail			Http :

### **II. Purpose of the PEFC Logo use**

Explanation of the intended use of the PEFC logo

**Signature of applicant's representative**  
(Given in Section I)

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**Appendix 4**

*Adopted by the MB of CSFMCB on 14.05.2019*

**PEFC Bulgaria notification fees**

*(It is a separately bound document that is provided on request.)*

This document presents the fees for PEFC certificates (i.e. PEFC Notification fee) and their related logo use rights, as confirmed by *Council for sustainable Forest Management and Certification in Bulgaria* (CSFMCB or PEFC Bulgaria) on 14.05.2019.

CSFMCB has introduced a scheme for notification, which is based on the application of the fee for each certificate issued by an accredited certification body (CB), after an audit certifying compliance with the international PEFC standard for Chain of Custody (CoC) or Bulgarian PEFC standard for sustainable forest management PEFC BG ST 1002.

This fee represents a small contribution to the administration and promotion of PEFC Bulgaria and the promotion of PEFC at international level. The approval fee is annual and applies to accredited and notified PEFC certifying bodies, which must include it as an integral cost of the audit.

**The Management Board of the CSFMCB is free to update notification rates by January 1, which can be done before the end of the previous year.**

**I. PEFC CHAIN OF CUSTODY CERTIFICATE FEES (COC)**

.....

**II. Annual Fee for Certification of "Forest Management"**

.....

**III. PEFC logo use fee – not due**

After issuance of the Chain of Custody (CoC) certificate and / or Sustainable Forest Management (SFM), a free license agreement is created for use of the logo (brand) PEFC, associated with the certificate and its renewal.

**IV. Certification body notification fee**

.....



**APPLICATION PROCESSING FORM***(Completed by the PEFC Bulgaria Secretariat)***I. Application Processing:**

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

**II. PEFC Logo Fee Payment:**

Year	Amount	Paid on Date	Signature

**III. Application Appeal Process:**

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

**IV. Revocation and Termination of the License:**

Statutes of Decision	Date	Penalty