

PROCEDIMIENTO GENERAL CERFOAR – PEFC ARGENTINA

Issuance of licenses for the use of PEFC Trademarks by the CERFOAR – PEFC Argentina Association

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Foreword

PEFC, the Programme for the Endorsement of Forest Certification, is a worldwide organisation promoting sustainable forest management through forest certification and labelling of forest and tree based products. Products with a PEFC claim and/or label deliver confidence that the raw material originates in a sustainably managed forest.

The PEFC Council provides endorsement of national forest certification systems, which are required to comply with the PEFC Council requirements, subject to regular evaluations.

This document provides guidance on the issuance of the PEFC trademarks usage licences in compliance with PEFC ST 2001, *Trademarks Rules*, and PEFC ST 2002, *Chain of Custody*.

Introduction

The PEFC trademarks provide information relating to the origin of forest and tree based products in sustainably managed forests, recycled and other non-controversial sources. Trademarks information drives purchasers and potential purchasers to choose products based on environmental, as well as other considerations.

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

1. Scope

This document sets out the rules for the issuance of PEFC trademarks usage licences, hereafter “licences”, by the CERFOAR – PEFC Argentina Association to ensure legally compliant use of the PEFC trademarks in accordance with the PEFC ST 2001, *Trademarks Rules - Requirements*.

The CERFOAR – PEFC Argentina Association, as a PEFC authorized body, can only issue licenses to entities located in the Argentine Republic.

This General Procedure has been approved by the Board of Directors of the CERFOAR – PEFC Argentina Association and is based on the technical documents of the PEFC Council: PEFC ST 2001 and PEFC GD 1004.

2. Normative references

The following documents are essential for the application of this procedure. The latest edition of the indicated documents (including any amendments) or the most current and in force document that supersedes any of them applies:

- PEFC ST 2001, *PEFC Trademarks Rules – Requirements*
- PEFC GD 1004, *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 Endorsement and mutual recognition

The endorsement of a system means that the members of the PEFC Council have determined that the system meets the requirements of the PEFC Council. The endorsement procedure ensures that the members vote on each other's systems. Therefore, the members of the PEFC Council recognize each other's systems under the PEFC Council mutual recognition umbrella.

The requirements for the endorsement are described in the PEFC technical documentation PEFC GD 1007, *Endorsement and Mutual Recognition of Certification Systems and their Revision*.

3.3 Forest certification system

The set of standards and related procedures necessary to carry out forest certification activities.

NOTE: A forest certification system consists of one or more forest management standards, a chain of custody standard and all other standards and documents necessary to carry out certification activities such as certification and accreditation procedures, standard development requirements, etc.

3.4 PEFC authorised body

The authorised body is an entity that has permission from the PEFC Council to issue PEFC trademarks usage licences and to notify certification bodies on behalf of the PEFC Council. Usually the authorised bodies are the PEFC National Governing Bodies.

3.5 PEFC National Governing Bodies

The PEFC National Governing Bodies (PEFC NGBs) are independent, national organisations established to develop and implement a PEFC forest certification system within their country. A list of the PEFC NGBs and their contact details can be found at the PEFC website, www.treee.es/pefcnationalmembers. PEFC NGBs are often also the "PEFC authorised body".

3.6 PEFC recognised certificate

- a) A valid accredited forest management certificate issued by a PEFC notified certification body against a forest management system/standard that is endorsed by the PEFC Council.
- b) A valid accredited chain of custody certificate issued by a PEFC notified certification body against the PEFC International Chain of Custody standard or another chain of custody standard that is endorsed by the PEFC Council.

NOTE 1: PEFC endorsed forest certification systems and chain of custody standards are found at the PEFC website www.treee.es/pefcnationalmembers.

NOTE 2: In case of a group or multi-site certificate where it is confirmed in a separate document, such as an appendix to the certificate or a sub-certificate, that a site or a group participant is covered by the certificate, the separate document and the certificate together are considered the site's/participant's PEFC recognised certificate.

3.7 PEFC trademarks usage contract

The PEFC trademarks usage contract is the agreement between the organisation applying for trademarks usage and the PEFC Council or a PEFC authorised body issuing the PEFC trademarks usage licence.

3.8 PEFC trademarks

The PEFC trademarks are symbols that represent the visual identity of PEFC. They are registered and belong to the PEFC Council. There are two PEFC trademarks:

- a) The initials "PEFC"; and

b) The PEFC logo. It consists of two trees surrounded by an arrow. The “PEFC” initials stand underneath it. The PEFC logo shall always be used within PEFC labels.



3.9 PEFC trademarks usage licence

The PEFC trademarks usage licence gives right to the licence holder to use the PEFC trademarks in accordance with PEFC ST 2001, Trademarks Rules – Requirements and to the PEFC trademarks usage contract.

3.10 Off-product usage

The use of the PEFC trademarks, other than on-product usage, that is not referring to a specific product or the origin of raw material in a PEFC certified forest.

3.11 On-product usage

The use of the PEFC trademarks in reference to the PEFC certified material of a product or that can be perceived or understood by buyers or the public as referring to PEFC certified material. On-product usage can be direct (when the PEFC trademarks are placed on tangible products) or indirect (the trademarks refer to tangible products although they are not placed directly on the product).

3.12 Retailers and brand owners

Entity procuring PEFC certified finished products from PEFC certified companies and selling them to consumers.

4. Conditions for issuance of licences

4.1 General conditions

An entity applying for the licence shall:

- a) be a legal entity
- b) agree that the CERFOAR – PEFC Argentina Association 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: Entities certified against a PEFC endorsed sustainable forest management (SFM) standard, shall:

- a) hold a valid PEFC recognised forest management certificate
- b) sign the PEFC trademarks usage contract with the CERFOAR – PEFC Argentina Association (Appendix 2)

User Group C: Entities certified against the PEFC International Chain of Custody standard or a chain of custody standard endorsed by PEFC, shall

- a) hold a valid PEFC recognised chain of custody certificate
- b) sign the PEFC trademarks usage contract with the CERFOAR – PEFC Argentina Association Appendix 3)

The holder of multi-site chain of custody certificate operating with franchises or companies where the sites are linked through a common ownership, management or other organisational link, can apply for a PEFC

trademarks usage multi-licence and sign a PEFC trademarks usage contract with the CERFOAR – PEFC Argentina Association (Appendix 4) covering the whole or a part of the scope of the multi-site certificate 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.

The independent legal entities forming part of a multi-site producer group chain of custody certificate shall apply for individual trademarks usage licences.

User Group D: Other users (excluding retailers), shall:

- a) Be organisations and other entities not classified under PEFC trademarks groups A, B and C;
- b) Be organisations such as trade and industry associations, research and educational institutions, certification bodies, accreditation bodies, governmental organisations, NGOs, etc. Group D also covers organisations within the forest and tree based products chain, where the chain of custody certification does not apply as they are end users of forest and tree based products or are selling the products with claims and/or labels placed on the product by their suppliers;
- c) Sign the PEFC trademarks usage contract with the CERFOAR – PEFC Argentina Association (Appendix 5).

User Group D: Other users (retailers and brand owners), shall:

- a) identify the purpose of the PEFC trademarks usage that does not conflict with the objectives and good name of the PEFC Council;
- b) sign the PEFC trademarks usage contract with the CERFOAR – PEFC Argentina Association (Appendix 6).

5. Geographical scope

The CERFOAR – PEFC Argentina Association 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. It is responsible for the issuance of the PEFC trademarks usage licences in Argentina.

6. Data management procedure

6.1. In order to issue a PEFC trademarks usage licence, the CERFOAR – PEFC Argentina Association may collect some personal data on the trademarks users. The personal data collected includes: full name of the contact person, email address and telephone number. This information is necessary for the normal operations of the PEFC certification system. They are made publicly available on the PEFC websites (PEFC Council website and PEFC National Governing Body websites), and PEFC may share them with third parties limited to and exclusively for certification purposes. These data are indispensable to ensure the PEFC certification system operations, such as to trace validity of trademarks usage licences and certified products, by consumers and third parties.

6.2. Personal data on trademarks users are kept public for a duration of five (5) years after the end of the trademarks usage licence validity. Data will then be stored in an in-house database in order to keep track of the licences. Upon request, the CERFOAR – PEFC Argentina Association may provide trademarks users with information about the personal data it holds. Trademarks users have the right to access or verify their personal data and to have them modified, corrected or deleted at any time. If the trademarks users would like to exercise one of these data protection rights, they can contact CERFOAR – PEFC Argentina Association at info@cerfoar.org.ar

6.3. By signing the PEFC trademarks usage contract, the trademarks users agree to this data treatment procedure. In case the trademarks users do not want this information to be publicly available, the PEFC trademarks usage licence shall be cancelled.

6.4. Further information on PEFC Council data treatment is available from the PEFC Council.

7. Licence issuance process

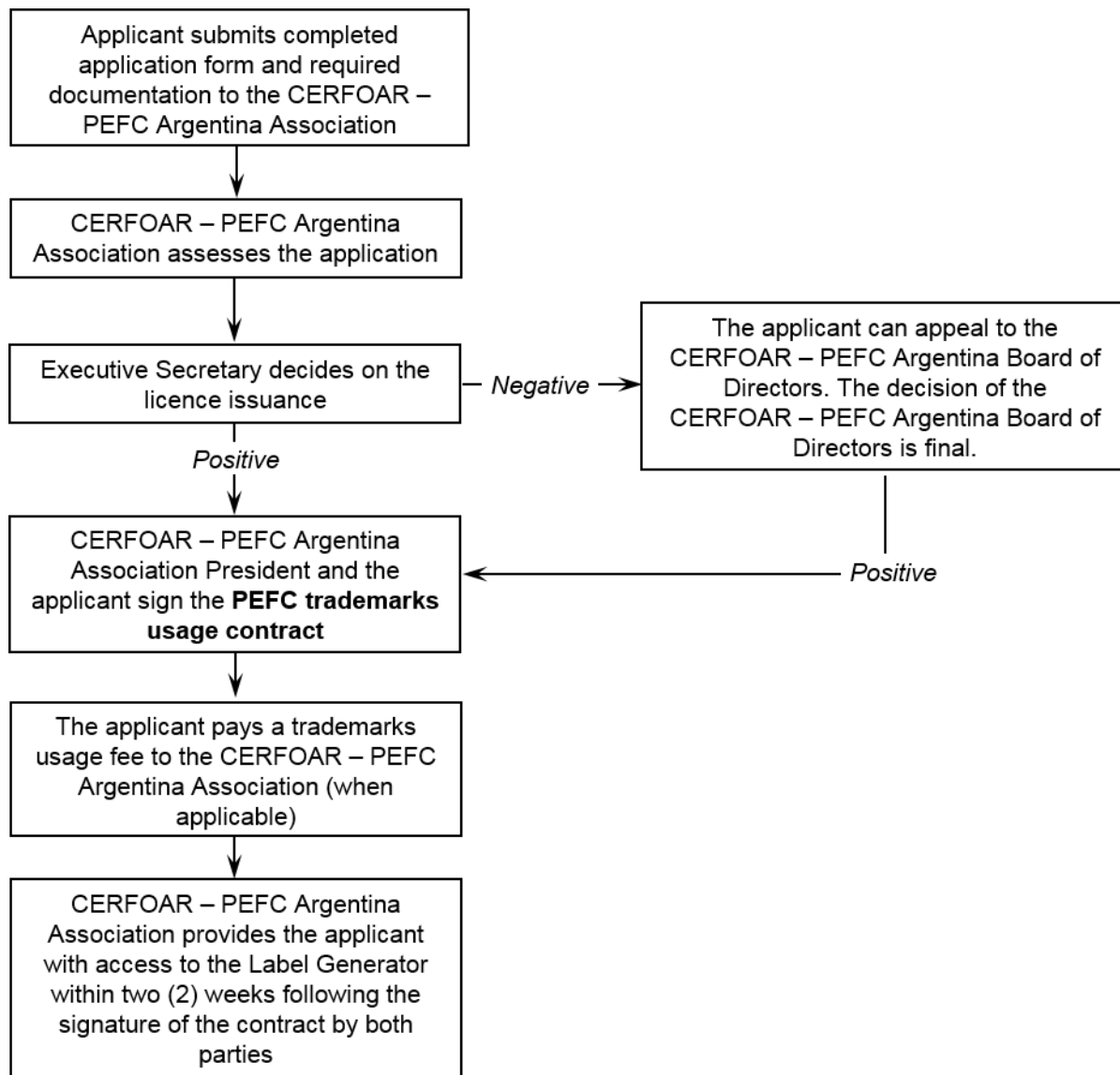


Figure 1: Licence issuance process

8. Validity of licences

Licences are valid for the following time periods:

a) User Group B: The PEFC trademarks usage contract enters into force when it has been signed by both parties. It remains valid whilst the CERFOAR – PEFC Argentina Association forest management recognised certificate is valid and as long as the trademarks user uses the PEFC trademarks in accordance with PEFC ST 2001, *Trademarks Rules – Requirements*, as stated now and as may be amended by the PEFC Council from time to time.

b) User Group C: The PEFC trademarks usage contract enters into force when it has been signed by both parties. It remains valid whilst the PEFC or CERFOAR – PEFC Argentina Association chain of custody recognised certificate is valid and as long as the trademarks user uses the PEFC trademarks in accordance with PEFC ST 2001, *Trademarks Rules – Requirements*, as stated now and as may be amended by the PEFC Council from time to time.

d) User Group D (both types): The PEFC trademarks usage contract enters into force when it has been signed by both parties and has a validity of one year. It is automatically renewed annually whilst the trademarks user fulfils its responsibilities and uses the PEFC trademarks in accordance with PEFC ST 2001, *Trademarks Rules – Requirements*, as stated now and as may be amended by the PEFC Council from time to time and the contract.

9. Application for a PEFC trademarks usage licence

Organisations shall apply for a PEFC trademarks usage licence directly on the PEFC Label Generator's website.

NOTE 1: Before the launch of the new Label Generator, organisations shall apply for PEFC trademarks usage licences directly to CERFOAR – PEFC Argentina Association

10. One-off use of the PEFC trademarks

When using the PEFC trademarks in press articles or for scientific research articles, it is not necessary to use and/or hold a PEFC licence number. For other purposes, the CERFOAR – PEFC Argentina Association may allow a one-off usage of the PEFC trademarks for off-product purposes to users without an individual licence number (e.g. for events) under the following conditions:

- a) this licence shall be limited to the one specified use;
- b) the use shall not conflict the objectives and good name of the PEFC Council;
- c) the PEFC trademarks shall be used with the CERFOAR – PEFC Argentina Association licence number (PEFC/37-XX-XX);
- d) the disclaimer "Reproduced with the permission of the CERFOAR – PEFC Argentina Association" shall be placed visibly together with the PEFC trademarks.

The application for the one-off use shall be made on the PEFC Label Generator's website.

NOTE 1: Before the launch of the new Label Generator, organisations shall apply for the one-off use directly to CERFOAR – PEFC Argentina Association.

Appendix 1: PEFC trademarks usage contract - user group B: Sustainable forest management (SFM) certified entities

Between

- (1) **CERFOAR – PEFC Argentina Association**, having its registered office at Bartolomé Miter 1895, 2nd floor, office C, Autonomous City of Buenos Aires, Argentine Republic. C.U.I.T. 30-71161757-0

And

- (2) **[Name of the trademarks user I]**, having its registered office at [address to be completed]

Name of the trademarks user II, having its registered office at [address to be completed]

[complete one line per trademarks user to be covered by this contract]

Hereafter, the “trademarks user(s)”.

Whereas [name(s) of organisation(s)] is a (are) trademarks user(s) under the trademarks user group B: Sustainable forest management (SFM) certified entities as defined in the PEFC ST 2001, *Trademarks Rules - Requirements*.

Whereas each of the organisations mentioned as trademarks users are jointly and severally liable for the fulfilment of any and all rights and obligations of this contract. If one of the organisations does not fulfil a requirement and/or the contract is suspended or terminated for one of the participating organisations, the contract shall be suspended or terminated for all the organisations defined as trademarks users.

Whereas the PEFC Council is the owner of, and has copyright on, the registered PEFC trademarks:

the PEFC logo;



and the PEFC initials.

Whereas CERFOAR – PEFC Argentina Association is acting in Argentina Republic on behalf of the PEFC Council;

Whereas the trademarks user(s) is (are) to be granted a licence for the use of the PEFC trademarks with the licence number PEFC/37-XX-XX and to be allowed to use the PEFC trademarks for off-product usage according to the PEFC ST 2001, *Trademarks Rules - Requirements* and to this contract;

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

Article 1: Normative references

1. These normative references form part of the contractual documentation and are found on the PEFC website:

PEFC ST 2001, *Trademarks Rules – Requirements*

2. These normative references are valid as stated now and as may be from time to time altered by the PEFC Council.

Article 2: Interpretations of the definitions from PEFC ST 2001, *Trademarks Rules – Requirements for the purpose of this contract*

1. Off-product usage

The use of the PEFC trademarks, other than on - product usage, that is not referring to a specific product or the origin of raw material in a PEFC certified forest.

2. On-product usage

The use of the PEFC trademarks in reference to the PEFC certified material of a product or that can be perceived or understood by buyers or the public as referring to PEFC certified material. On - product usage can be direct (when the PEFC trademarks are placed on tangible products) or indirect (the trademarks refer to tangible products although they are not placed directly on the product).

Article 3: Ownership of the PEFC trademarks

1. The PEFC logo and the PEFC initials are copyrighted materials and are internationally registered trademarks owned by the PEFC Council. Unauthorised use of these copyrighted materials is prohibited. PEFC Council reserves the right to take legal action in cases of unauthorised use.

Article 4: Responsibilities of the trademarks user(s)

1. The trademarks user(s) is (are) obliged to use the PEFC trademarks in accordance with PEFC ST 2001, *Trademarks Rules – Requirement*, as stated now and as may be amended by the PEFC Council from time to time.
2. The trademarks user(s) is (are) responsible for keeping itself (themselves) informed and adapt its (their) usage to any changes to this standard conducted by the PEFC Council.
3. The trademarks user(s) is (are) obliged to inform the CERFOAR – PEFC Argentina Association immediately and truthfully on any changes concerning the trademarks user(s)'s identification data and certification status.
4. The trademarks user(s) certified against a recognised PEFC forest management standard may have to provide, on PEFC's request, a list of all the off-product usage of the PEFC trademarks.

Article 5: Responsibilities of the CERFOAR – PEFC Argentina Association

1. The PEFC authorised body is obliged to inform the trademarks user(s) on any changes to the PEFC Council regulations and documentation concerning the PEFC trademarks use which affect this contract to the latest known email address. If the trademarks user(s) does (do) not accept the modification, the trademarks user(s) can terminate the contract, as per article 7, clause 1.
2. The CERFOAR – PEFC Argentina Association shall provide the trademarks user(s) with access to the PEFC Label Generator within two (2) weeks following the signature of the contract by both parties.

Article 6: Penalty

1. The CERFOAR – PEFC Argentina Association may impose a contractual penalty of an Argentine pesos (AR\$) amount being one-fifth the market value of the products to which the unauthorised trademarks use relates, unless the trademarks user(s) proves that such unauthorised use was unintentional. In the latter case the penalty will be limited to the equivalent in Argentine pesos of 15,000 CHF.

2. The CERFOAR – PEFC Argentina Association has the right to alter the amount of penalty demanded for use of the PEFC trademarks in contravention of the contract. The change shall come into effect in the contract between the CERFOAR – PEFC Argentina Association and the trademarks user ninety (90) days after the former has informed the latter, in writing, of the change.

Article 7: Contract Termination

1. Either party may terminate the contract with three (3) months prior notice by email to the latest known email address.
2. The CERFOAR – PEFC Argentina Association may revoke the contract temporarily with immediate effect while a suspicion of contravention of the contract or PEFC ST 2001, Trademarks Rules - Requirements is being investigated.
3. In case of detection of misuse or suspicion of misuse of the PEFC trademarks, the CERFOAR – PEFC Argentina Association shall send the trademarks user(s) a written request for an explanation and a notification of the temporary revocation of the contract by email to the latest email address in possession of the CERFOAR – PEFC Argentina Association. The trademarks user(s) has (have) two (2) weeks from the date the email was sent to confirm receipt and provide explanation to the CERFOAR – PEFC Argentina Association. The temporary revocation shall remain in effect for a maximum period of one (1) month after the trademarks user(s) has (have) provided an explanation concerning the suspected misuse to the CERFOAR – PEFC Argentina Association, which will examine the matter. If the misuse is confirmed, the temporary revocation will be expanded for another period of three (3) months. During these three (3) months, the trademarks user(s) shall implement corrective measures to resolve the misuse. After these three (3) months, the CERFOAR – PEFC Argentina Association will examine the corrective measures implemented and the result and may either reverse a decision on the temporary revocation of the contract, or may decide to terminate definitively the trademarks usage contract. In both cases, the CERFOAR – PEFC Argentina Association shall notify the trademarks user(s) of its decision in writing.
4. As part of the investigation of suspicion, the CERFOAR – PEFC Argentina 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 trademarks user(s)'s operations, if it has received a complaint by a third party or if the CERFOAR – PEFC Argentina Association has reasons to believe that the contract is being contravened. The trademarks user(s) shall bear responsibility for the costs of said inspection and any other detrimental effects.
5. The CERFOAR – PEFC Argentina Association may revoke the contract temporarily with immediate effect where there is a suspicion of misuse of the sustainable forest management certification by the trademarks user(s) investigated by the certification body. The suspension will last until the certification body has finished its investigation. If the certification body decides to keep the trademarks user(s) certified, the trademarks usage contract will be reinstated. On the contrary, this trademarks usage contract will be terminated on the same date as the certificate.
6. The CERFOAR – PEFC Argentina Association may terminate the contract with immediate effect if there are reasons to believe that any of the terms of the contract or PEFC ST 2001, *Trademarks Rules – Requirements* in its valid version are not being adhered to; or the trademarks user(s) may be bringing PEFC to disrepute.
7. Withdrawal or termination of the validity of the PEFC recognised forest management certificate will result in automatic withdrawal or termination of the PEFC trademarks usage contract with effect on the same date as the withdrawal or termination of the validity of the forest management certificate.
8. Suspension of the PEFC recognised forest management certificate will result in automatic suspension of the PEFC trademarks usage contract with effect on the same date as the suspension of the validity of the forest management certificate, until the suspension is lifted. If the suspension is lifted and the

recognised forest management certificate is valid again, this contract will be valid again on the same date as the certificate. If the suspension turns into a termination or withdrawal of the certificate, this contract will be automatically terminated from the same date of termination or withdrawal of the certificate.

9. The CERFOAR – PEFC Argentina Association is not obliged to pay compensation for any costs or other damages which the temporary revocation or termination causes to the trademarks user(s).

Article 8: Data treatment

1. In order to issue a trademarks usage licence, the CERFOAR – PEFC Argentina Association may collect some personal data on the trademarks user(s). The personal data collected include: full name of the contact person, email address and telephone number. This information is necessary for the normal operations of the PEFC certification system. They are made publicly available on the PEFC websites (PEFC Council website and PEFC National Governing Body websites), and PEFC may share them with third parties limited to and exclusively for certification purposes. These data are indispensable to ensure the PEFC certification system operations, such as to trace validity of trademarks usage licences and certified products, by consumers and third parties.
2. Personal data on the trademarks user(s) are kept public for a duration of five (5) years after the end of the trademarks usage licence validity. Data will then be stored in an in-house database in order to keep track of the licences. Upon request, the CERFOAR – PEFC Argentina Association may provide the trademarks user(s) with information about the personal data it holds. The trademarks user(s) has (have) the right to access or verify its (their) personal data and to have them modified, corrected or deleted at any time. If the trademarks user(s) would like to exercise one of these data protection rights, they can contact PEFC at request@pefc.org or CERFOAR – PEFC Argentina Association at info@cerfoar.org.ar.
3. By the signature of this contract the trademarks user(s) agrees to this data treatment procedure. In case the trademarks user(s) does (do) not want this information to be publicly available, the licence shall be cancelled.
4. Further information on the PEFC data treatment is available from the PEFC Council.

Article 9: Validity of the Contract

1. The contract enters into force when it has been signed by both parties, and remains valid whilst the certificate is valid, unless it is terminated according to article 7.

Article 10: Applicable law and place of jurisdiction

1. This contract is subject to Argentina Republic law.
2. Any disputes arising out of this agreement shall be finally and exclusively settled by the courts of Autonomous City of Buenos Aires, subject to a right of appeal in the same courts.

Signed in duplicate.

In _____ on _____
For and on behalf of
the CERFOAR – PEFC Argentina Association

In _____ on _____
For and on behalf of
the trademarks user(s)

Appendix 2: PEFC trademarks usage contract - user group C: Chain of custody certified entities - individual

Between

- (1) **CERFOAR – PEFC Argentina Association**, having its registered office at Bartolomé Miter 1895, 2nd floor, office C, Autonomous City of Buenos Aires, Argentine Republic. C.U.I.T. 30-71161757-0

And

- (2) **[Name of the trademarks user]**, hereafter the “trademarks user”, having its registered office at [address]

Whereas [name of organisation] is a trademarks user under the trademarks user group C: Chain of custody certified entities as defined in PEFC ST 2001, *Trademarks Rules – Requirements*.

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



and the PEFC initials.

Whereas CERFOAR – PEFC Argentina Association is acting in Argentina Republic on behalf of the PEFC Council;

Whereas the trademarks user is to be granted a licence for the use of the PEFC trademarks with the licence number PEFC/37-XX-XX and to be allowed to use the PEFC trademarks for on- and off-product usage according to the latest version of PEFC ST 2001, *Trademarks Rules – Requirements* and to this contract.

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

Article 1: Normative references

1. These normative references form part of the contractual documentation and are found on the PEFC website:

PEFC ST 2001, *Trademarks Rules – Requirements*

PEFC ST 2002, *Chain of Custody of Forest and Tree Based Products – Requirements*

PEFC GD 1005, *Issuance of PEFC trademarks usage licences by the PEFC Council*
2. These normative references are valid as stated now and as may be from time to time altered by the PEFC Council.

Article 2: Interpretations of the definitions from PEFC ST 2001, *Trademarks Rules – Requirements* for the purpose of this contract

1. Off-product usage

The use of the PEFC trademarks, other than on-product usage, that is not referring to a specific product or the origin of raw material in a PEFC certified forest.

2. On-product usage

The use of the PEFC trademarks in reference to the PEFC certified material of a product or that can be perceived or understood by buyers or the public as referring to PEFC certified material. On-product usage can be direct (when the PEFC trademarks are placed on tangible products) or indirect (the trademarks refer to tangible products although they are not placed directly on the product).

Article 3: Ownership of the PEFC trademarks

1. The PEFC logo and the PEFC initials are copyrighted materials and are internationally registered trademarks owned by the PEFC Council. Unauthorised use of these copyrighted materials is prohibited. PEFC Council reserves the right to take legal action in cases of unauthorised use.

Article 4: Responsibilities of the trademarks user

1. The trademarks user is obliged to use the PEFC trademarks in accordance with PEFC ST 2001, *Trademarks Rules – Requirements*, as stated now and as may be amended by the PEFC Council from time to time.
2. The trademarks user is responsible for keeping themselves informed and adapt their usage to any changes to this standard conducted by the PEFC Council.
3. The trademarks user is obliged to inform the CERFOAR – PEFC Argentina Association immediately and truthfully on any changes concerning the trademarks user's identification data and certification status.
4. The trademarks user may have to provide, on PEFC's request, a list of all the on-product and off-product usage of the PEFC trademarks, 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 trademarks user permits.

Article 5: Responsibilities of the CERFOAR – PEFC Argentina Association

1. The CERFOAR – PEFC Argentina Association is obliged to inform the trademarks user on any changes to the PEFC Council regulations and documentation concerning the PEFC trademarks use which affect this contract to the latest known email address. If the trademarks user does not accept the modification, the trademarks user can terminate the contract, as per article 7, clause 1.
2. The CERFOAR – PEFC Argentina Association shall provide the trademarks user with access to the PEFC Label Generator within two (2) weeks following the signature of the contract by both parties.

Article 6: Penalty

1. The CERFOAR – PEFC Argentina Association may impose a contractual penalty of an Argentine pesos (AR\$) amount being one-fifth the market value of the products to which the unauthorised trademarks use relates, unless the trademarks user proves that such unauthorised use was unintentional. In the latter case the penalty will be limited to the equivalent in Argentine pesos of 15,000 CHF
2. The CERFOAR – PEFC Argentina Association has the right to alter the amount of penalty demanded for use of the PEFC trademarks in contravention of the contract. The change shall come into effect in the contract between the CERFOAR – PEFC Argentina Association and the trademarks user ninety (90) days after the former has informed the latter, in writing, of the change.

Article 7: Contract Termination

1. Either party may terminate the contract with three (3) months prior notice by email to the latest known email address.
2. The CERFOAR – PEFC Argentina Association may revoke the contract temporarily with immediate effect while a suspicion of contravention of the contract or the PEFC ST 2001, *Trademarks Rules - Requirements* is being investigated.
3. In case of detection of misuse or suspicion of misuse of the PEFC trademarks, the CERFOAR – PEFC Argentina Association shall send the trademarks user a written request for an explanation and a notification of the temporary revocation of the contract by email to the latest email address in possession of the CERFOAR – PEFC Argentina Association. The trademarks user has two (2) weeks from the date the email was sent to confirm receipt and provide explanation to the CERFOAR – PEFC Argentina Association. The temporary revocation shall remain in effect for a maximum period of one (1) month after the trademarks user has provided an explanation concerning the suspected misuse to the CERFOAR – PEFC Argentina Association, which will examine the matter. If the misuse is confirmed, the temporary revocation will be expanded for another period of three (3) months. During these three (3) months, the trademarks user shall implement corrective measures to resolve the misuse. After these three (3) months, the CERFOAR – PEFC Argentina Association will examine the corrective measures implemented and the result and may either reverse a decision on the temporary revocation of the contract, or may decide to terminate definitively the trademarks usage contract. In both cases, the CERFOAR – PEFC Argentina Association shall notify the trademarks user of its decision in writing.
4. As part of the investigation of suspicion, the CERFOAR – PEFC Argentina 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 trademarks user's operations, if it has received a complaint by a third party or if the CERFOAR – PEFC Argentina Association has reasons to believe that the contract is being contravened. The trademarks user shall bear responsibility for the costs of said inspection and any other detrimental effects.
5. The CERFOAR – PEFC Argentina Association may revoke the contract temporarily with immediate effect where there is a suspicion of misuse of the chain of custody certification by the trademarks user investigated by the certification body. The suspension will last until the certification body has finished its investigation. If the certification body decides to keep the trademarks user certified, the trademarks usage contract will be reinstated. On the contrary, this trademarks usage contract will be terminated on the same date as the certificate.
6. The CERFOAR – PEFC Argentina 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 ST 2001, *Trademarks Rules – Requirements* in its valid version are not being adhered to; or the trademarks user may be bringing PEFC to disrepute.
7. Withdrawal or termination of the validity of the PEFC recognised chain of custody certificate will result in automatic withdrawal or termination of this PEFC trademarks usage contract with effect on the same date as the termination of the chain of custody certificate.
8. Suspension of the PEFC recognised chain of custody certificate will result in automatic suspension of this contract with effect on the same date as the suspension of the validity of the chain of custody certificate, until the suspension is lifted. If the suspension is lifted and the chain of custody certificate is valid again, this contract will be valid again on the same date as the certificate. If the suspension turns into a termination or withdrawal of the certificate, this contract will be automatically terminated from the same date of termination or withdrawal of the certificate.
9. The CERFOAR – PEFC Argentina Association is not obliged to pay compensation for any costs or other damages which the temporary revocation or termination causes to the trademarks user.

Article 8: Data treatment

1. In order to issue a PEFC trademarks usage licence, the CERFOAR – PEFC Argentina Association may collect some personal data on the trademarks user. The personal data collected include: full name of the contact person, email address and telephone number. This information is necessary for the normal operations of the PEFC certification system. They are made publicly available on the PEFC websites (PEFC Council website and PEFC National Governing Body websites), and PEFC may share them with third parties limited to and exclusively for certification purposes. These data are indispensable to ensure the PEFC certification system operations, such as to trace validity of trademarks usage licences and certified products, by consumers and third parties.
2. Personal data on the trademarks user are kept public for a duration of five (5) years after the end of the trademarks usage licence validity. Data will then be stored in an in-house database in order to keep track of the licences. Upon request, the CERFOAR – PEFC Argentina Association may provide the trademarks user with information about the personal data it holds. The trademarks user has the right to access or verify its personal data and to have them modified, corrected or deleted at any time. If the trademarks user would like to exercise one of these data protection rights, he/she can contact PEFC at request@pefc.org or CERFOAR – PEFC Argentina Association at info@cerfoar.org.ar.
3. By the signature of this contract the trademarks user agrees to this data treatment procedure. In case the trademarks user does not want this information to be publicly available, the licence shall be cancelled.
4. Further information on the PEFC Council data treatment is available from the PEFC Council.

Article 9: Validity of the Contract

1. The contract enters into force when it has been signed by both parties, and remains valid whilst the certificate is valid, unless it is terminated according to article 7.

Article 10: Applicable law and place of jurisdiction

1. This contract is subject to Argentina Republic law.
2. Any disputes arising out of this agreement shall be finally and exclusively settled by the courts of Autonomous City of Buenos Aires, subject to a right of appeal in the same courts.

Signed in duplicate.

In _____ on _____
For and on behalf of
the *CERFOAR – PEFC Argentina Association*

In _____ on _____
For and on behalf of
the trademarks user

Appendix 3: PEFC trademarks usage contract - user group C: Chain of custody certified entities – multi-site (Appendix 2, 2.3a, PEFC ST 2002:2020)

Between

- (1) **CERFOAR – PEFC Argentina Association**, having its registered office at Bartolomé Miter 1895, 2nd floor, office C, Autonomous City of Buenos Aires, Argentine Republic. C.U.I.T. 30-71161757-0

And

- (2) **[Name of the trademarks user I]**, having its registered office at [address to be completed]

[Name of the trademarks user II], having its registered office at [address to be completed]

[complete one line per trademarks user to be covered by this contract]

Hereafter, the “trademarks users”

Whereas [names of the organisations] are trademarks users under the trademarks user group C: Chain of custody certified entities as defined in PEFC ST 2001, *Trademarks Rules – Requirements*.

Whereas each of the organisations mentioned as trademarks users are co-responsible for the fulfilment of this contract. If one of the organisations does not fulfil a requirement and/or the contract shall be suspended or terminated for one organisation, the contract is to be suspended or terminated for all the organisations defined as trademarks users.

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



and the PEFC initials.

Whereas the CERFOAR – PEFC Argentina Association is acting in Argentina Republic on behalf of the PEFC Council;

Whereas the trademarks users are to be granted a licence for the use of the PEFC trademarks with the licence number PEFC/37-XX-XX and to be allowed to use the PEFC trademarks for on- and off-product usage according to the latest version of PEFC ST 2001, *Trademarks Rules – Requirements* and to this contract.

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

Article 1: Normative references

1. These normative references form part of the contractual documentation and are found on the PEFC website:

PEFC ST 2001, *Trademarks Rules – Requirements*

PEFC ST 2002, *Chain of Custody of Forest and Tree Based Products – Requirements*

PEFC GD 1005, *Issuance of PEFC trademarks usage licences by the PEFC Council*

2. These normative references are valid as stated now and as may be from time to time altered by the PEFC Council.

Article 2: Interpretations of the definitions from PEFC ST 2001, *Trademarks Rules – Requirements for the purpose of this contract*

1. Off-product usage

The use of the PEFC trademarks, other than on - product usage, that is not referring to a specific product or the origin of raw material in a PEFC certified forest.

2. On-product usage

The use of the PEFC trademarks in reference to the PEFC certified material of a product or that can be perceived or understood by buyers or the public as referring to PEFC certified material. On - product usage can be direct (when the PEFC trademarks are placed on tangible products) or indirect (the trademarks refer to tangible products although they are not placed directly on the product).

Article 3: Ownership of the PEFC trademarks

1. The PEFC logo and the PEFC initials are copyrighted materials and are internationally registered trademarks owned by the PEFC Council. Unauthorised use of these copyrighted materials is prohibited. PEFC Council reserves the right to take legal action in cases of unauthorised use.

Article 4: Responsibilities of the trademarks users

1. The trademarks users are obliged to use the PEFC trademarks in accordance with PEFC ST 2001, *Trademarks Rules – Requirements*, as stated now and as may be amended by the PEFC Council from time to time.
2. The trademarks users are responsible for keeping themselves informed and adapt their usage to any changes to this standard conducted by the PEFC Council.
3. The trademarks users are obliged to inform the CERFOAR – PEFC Argentina Association immediately and truthfully on any changes concerning the trademarks users' identification data and certification status.
4. The trademarks users may have to provide, on PEFC's request, a list of all the on-product and off-product usage of the PEFC trademarks, 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 trademarks users permits.

Article 5: Responsibilities of the CERFOAR – PEFC Argentina Association

1. The CERFOAR – PEFC Argentina Association is obliged to inform trademarks users on any changes to the PEFC Council regulations and documentation concerning the PEFC trademarks use which affect this contract to the latest known email addresses. If the trademarks users do not accept the modification, the trademarks users can terminate the contract, as per article 7, clause 1.
2. The CERFOAR – PEFC Argentina Association shall provide the trademarks users with access to the PEFC Label Generator within two (2) weeks following the signature of the contract by both parties.

Article 6: Penalty

1. The CERFOAR – PEFC Argentina Association may impose, a contractual penalty of an Argentine pesos (AR\$) amount being one-fifth the market value of the products to which the unauthorised trademarks use relates, unless trademarks users prove that such unauthorised use was unintentional. In the latter case the penalty will be limited to the equivalent in Argentine pesos of 15,000 CHF.
2. The CERFOAR – PEFC Argentina Association has the right to alter the amount of penalty demanded for use of the PEFC trademarks in contravention of the contract. The change shall come into effect in the contract between the CERFOAR – PEFC Argentina Association and the trademarks users ninety (90) days after the former has informed the latter, in writing, of the change.

Article 7: Contract Termination

1. Either party may terminate the contract with three (3) months prior notice by email to the latest known email addresses.
2. The CERFOAR – PEFC Argentina Association may revoke the contract temporarily with immediate effect while a suspicion of contravention of the contract or the PEFC ST 2001, *Trademarks Rules - Requirements* is being investigated.
3. In case of detection of misuse or suspicion of misuse of the PEFC trademarks, the CERFOAR – PEFC Argentina Association shall send the trademarks users a written request for an explanation and a notification of the temporary revocation of the contract by email to the latest email address in possession of the CERFOAR – PEFC Argentina Association. Trademarks users have two (2) weeks from the date the email was sent to confirm receipt and provide explanation to the CERFOAR – PEFC Argentina Association. The temporary revocation shall remain in effect for a maximum period of one (1) month after the trademarks users have provided an explanation concerning the suspected misuse to the CERFOAR – PEFC Argentina Association, which will examine the matter. If the misuse is confirmed, the temporary revocation will be expanded for another period of three (3) months. During these three (3) months, trademarks users shall implement corrective measures to resolve the misuse. After these three (3) months, the CERFOAR – PEFC Argentina Association will examine the corrective measures implemented and the result and may either reverse a decision on the temporary revocation of the contract, or may decide to terminate definitively the trademarks usage contract. In both cases, the CERFOAR – PEFC Argentina Association shall notify the trademarks users of its decision in writing.
4. As part of the investigation of suspicion, the CERFOAR – PEFC Argentina 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 trademarks users' operations, if it has received a complaint by a third party or if the CERFOAR – PEFC Argentina Association has reasons to believe that the contract is being contravened. The trademarks users shall bear responsibility for the costs of said inspection and any other detrimental effects.
5. The CERFOAR – PEFC Argentina Association may revoke the contract temporarily with immediate effect where there is a suspicion of misuse of the chain of custody certification by the trademarks users investigated by the certification body. The suspension will last until the certification body has finished its investigation. If the certification body decides to keep the trademarks users certified, the trademarks usage contract will be reinstated. On the contrary, this trademarks usage contract will be terminated on the same date as the certificate.
6. The CERFOAR – PEFC Argentina 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 ST 2001, *Trademarks Rules – Requirements* in its valid version are not being adhered to; or the trademarks users may be bringing PEFC to disrepute.
7. Withdrawal or termination of the validity of the PEFC recognised chain of custody certificate will result in automatic withdrawal or termination of this PEFC trademarks usage contract with effect on the same

date as the termination of the chain of custody certificate.

8. Suspension of the PEFC recognised chain of custody certificate will result in automatic suspension of this contract with effect on the same date as the suspension of the validity of the chain of custody certificate, until the suspension is lifted. If the suspension is lifted and the chain of custody certificate is valid again, this contract will be valid again on the same date as the certificate. If the suspension turns into a termination or withdrawal of the certificate, this contract will be automatically terminated from the same date of termination or withdrawal of the certificate.
9. The CERFOAR – PEFC Argentina Association is not obliged to pay compensation for any costs or other damages which the temporary revocation or termination causes to the trademarks users.

Article 8: Data treatment

1. In order to issue a PEFC trademarks usage licence, the CERFOAR – PEFC Argentina Association may collect some personal data on the trademarks users. The personal data collected include: full name of the contact person, email address and telephone number. This information is necessary for the normal operations of the PEFC certification system. They are made publicly available on the PEFC websites (PEFC Council website and PEFC National Governing Body websites), and PEFC may share them with third parties limited to and exclusively for certification purposes. These data are indispensable to ensure the PEFC certification system operations, such as to trace validity of PEFC trademarks usage licences and certified products, by consumers and third parties.
2. Personal data on trademarks users are kept public for a duration of five (5) years after the end of the PEFC trademarks usage licence validity. Data will then be stored in an in-house database in order to keep track of the licences. Upon request, the CERFOAR – PEFC Argentina Association may provide trademarks users with information about the personal data it holds. Trademarks users have the right to access or verify their personal data and to have them modified, corrected or deleted at any time. If trademarks users would like to exercise one of these data protection rights, they can contact PEFC at request@pefc.org or CERFOAR – PEFC Argentina Association at info@cerfoar.org.ar
3. By the signature of this contract the trademarks users agree to this data treatment procedure. In case the trademarks users do not want this information to be publicly available, the licence shall be cancelled.
4. Further information on the PEFC Council data treatment is available from the PEFC Council.

Article 9: Validity of the Contract

1. The contract enters into force when it has been signed by both parties, and remains valid whilst the certificate is valid, unless it is terminated according to article 7.

Article 10: Applicable law and place of jurisdiction

1. This contract is subject to Argentina Republic law.
2. Any disputes arising out of this agreement shall be finally and exclusively settled by the courts of Autonomous City of Buenos Aires, subject to a right of appeal in the same courts.

Signed in duplicate.

In _____ on _____
For and on behalf of
the CERFOAR – PEFC Argentina Association

In _____ on _____
For and on behalf of
the trademarks users

Appendix 4: PEFC trademarks usage contract – user group D: Other users

Between

- (1) **CERFOAR – PEFC Argentina Association**, having its registered office at Bartolomé Miter 1895, 2nd floor, office C, Autonomous City of Buenos Aires, Argentine Republic. C.U.I.T. 30-71161757-0

And

- (2) **[Name of the trademarks user I]**, having its registered office at [address to be completed]

[Name of the trademarks user II], having its registered office at [address to be completed]

[complete one line per trademarks user to be covered by this contract]

Hereafter, the “trademarks user(s)”.

Whereas [name(s) of the organisation(s)] is a (are) trademarks user(s) under the trademarks user group D: Other users, as defined in PEFC ST 2001, *Trademarks Rules – Requirements*.

Whereas each of the organisations mentioned as trademarks users are jointly and severally liable for the fulfilment of any and all rights and obligations of this contract. If one of the organisations does not fulfil a requirement and/or the contract is suspended or terminated for one of the participating organisations, the contract shall be suspended or terminated for all the organisations defined as trademarks users.

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



and the PEFC initials.

Whereas CERFOAR – PEFC Argentina Association is acting in Argentina Republic on behalf of the PEFC Council;

Whereas the trademarks user(s) is (are) to be granted a licence for the use of the PEFC trademarks with the licence number PEFC/37-XX-XX and to be allowed to use the PEFC trademarks for off-product usage according to PEFC ST 2001, *Trademarks Rules - Requirements* and to this contract;

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

Article 1: Normative references

1. These normative references form part of the contractual documentation and are found on the PEFC website:

PEFC ST 2001, *Trademarks Rules – Requirements*

PEFC GD 1005, *Issuance of PEFC trademarks usage licences by the PEFC Council*

2. These normative references are valid as stated now and as may be from time to time altered by the

PEFC Council.

Article 2: Interpretations of the definitions from PEFC ST 2001, *Trademarks Rules – Requirements* for the purpose of this contract

1. Off-product usage

The use of the PEFC trademarks, other than on - product usage, that is not referring to a specific product or the origin of raw material in a PEFC certified forest.

2. On-product usage

The use of the PEFC trademarks in reference to the PEFC certified material of a product or that can be perceived or understood by buyers or the public as referring to PEFC certified material. On - product usage can be direct (when the PEFC trademarks are placed on tangible products) or indirect (the trademarks refer to tangible products although they are not placed directly on the product).

Article 3: Ownership of the PEFC trademarks

1. The PEFC logo and the PEFC initials are copyrighted materials and are internationally registered trademarks owned by the PEFC Council. Unauthorised use of these copyrighted materials is prohibited. PEFC Council reserves the right to take legal action in cases of unauthorised use.

Article 4: Responsibilities of the trademarks user(s)

1. The trademarks user(s) is (are) obliged to use the PEFC trademarks in accordance with PEFC ST 2001, *Trademarks Rules – Requirements*, as stated now and as may be amended by the PEFC Council from time to time.
2. The trademarks user(s) is (are) responsible for keeping itself (themselves) informed and adapt its (their) usage to any changes to this standard conducted by the PEFC Council.
3. The trademarks user(s) is (are) obliged to inform the CERFOAR – PEFC Argentina Association immediately and truthfully on any changes concerning the trademarks user(s)'s identification data.
4. The trademarks user(s) may have to provide, on PEFC's request, a list of all the off-product usage of the PEFC trademarks.

Article 5: Responsibilities of the CERFOAR – PEFC Argentina Association

1. The CERFOAR – PEFC Argentina Association is obliged to inform the trademarks user(s) on any changes to the PEFC Council regulations and documentation concerning the PEFC trademarks use which affect this contract to the latest known email address(es). If the trademarks user(s) does (do) not accept the modification, the trademarks user(s) can terminate the contract, as per article 7, clause 1.
2. The CERFOAR – PEFC Argentina Association shall provide the trademarks user(s) with access to the PEFC Label Generator within two (2) weeks following the signature of the contract by both parties.

Article 6: Penalty

1. The CERFOAR – PEFC Argentina Association may impose a contractual penalty of an Argentine pesos (AR\$) amount being one-fifth the market value of the products to which the unauthorised trademarks use relates, unless the trademarks user(s) proves that such unauthorised use was unintentional. In the latter case the penalty will be limited to the equivalent in Argentine pesos of 15,000 CHF.
2. The CERFOAR – PEFC Argentina Association has the right to alter the amount of penalty demanded for use of the PEFC trademarks in contravention of the contract. The change shall come into effect in the contract between the CERFOAR – PEFC Argentina Association and the trademarks user(s) ninety

(90) days after the former has informed the latter, in writing, of the change.

Article 7: Contract Termination

1. Either party may terminate the contract with three (3) months prior notice by email to the latest known email address.
2. The CERFOAR – PEFC Argentina Association may revoke the contract temporarily with immediate effect while a suspicion of contravention of the contract or the PEFC ST 2001, *Trademarks Rules - Requirements* is being investigated.
3. In case of detection of misuse or suspicion of misuse of the PEFC trademarks, the CERFOAR – PEFC Argentina Association shall send the trademarks user(s) a written request for an explanation and a notification of the temporary revocation of the contract by email to the latest email address(es) in possession of the CERFOAR – PEFC Argentina Association. The trademarks user(s) has (have) two (2) weeks from the date the email was sent to confirm receipt and provide explanation to the CERFOAR – PEFC Argentina Association. The temporary revocation shall remain in effect for a maximum period of one (1) month after the trademarks user(s) has (have) provided an explanation concerning the suspected misuse to the CERFOAR – PEFC Argentina Association, which will examine the matter. If the misuse is confirmed, the temporary revocation will be expanded for another period of three (3) months. During these three (3) months, the trademarks user(s) shall implement corrective measures to resolve the misuse. After these three (3) months, the CERFOAR – PEFC Argentina Association will examine the corrective measures implemented and the result and may either reverse a decision on the temporary revocation of the contract, or may decide to terminate definitively the trademarks usage contract. In both cases, the CERFOAR – PEFC Argentina Association shall notify the trademarks user(s) of its decision in writing.
4. As part of the investigation of suspicion, the CERFOAR – PEFC Argentina 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 trademarks user(s)'s operations, if it has received a complaint by a third party or if the CERFOAR – PEFC Argentina Association has reasons to believe that the contract is being contravened. The trademarks user(s) shall bear responsibility for the costs of said inspection and any other detrimental effects.
5. The CERFOAR – PEFC Argentina 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 ST 2001, *Trademarks Rules – Requirements*, in its valid version, are not being adhered to or the trademarks user(s) may be bringing the PEFC to disrepute.
6. The CERFOAR – PEFC Argentina Association is not obliged to pay compensation for any costs or other damages which the temporary revocation or termination causes to the trademarks user(s).

Article 8: Data treatment

1. In order to issue a PEFC trademarks usage licence, the CERFOAR – PEFC Argentina Association may collect some personal data on the trademarks user(s). The personal data collected include: full name of the contact person, email address and telephone number. This information is necessary for the normal operations of the PEFC certification system. They are made publicly available on the PEFC websites (PEFC Council website and PEFC National Governing Body websites), and PEFC may share them with third parties limited to and exclusively for certification purposes. These data are indispensable to ensure the PEFC certification system operations, such as to trace validity of PEFC trademarks usage licences and certified products by consumers, and third parties.
2. Personal data on the trademarks user(s) are kept public for a duration of five (5) years after the end of the PEFC trademarks usage licence validity. Data will then be stored in an in-house database in order to keep track of the licences. Upon request, the CERFOAR – PEFC Argentina Association may provide

the trademarks user(s) with information about the personal data it holds. The trademarks user(s) has (have) the right to access or verify its (their) personal data and to have them modified, corrected or deleted at any time. If the trademarks user(s) would like to exercise one of these data protection rights, he/she can contact PEFC at request@pefc.org or contact CERFOAR – PEFC Argentina Association at info@cerfoar.org.ar.

3. By the signature of this contract the trademarks user(s) agrees to this data treatment procedure. In case the trademarks user(s) does (do) not want this information to be publicly available, the licence shall be cancelled.
4. Further information on the PEFC Council data treatment is available from the PEFC Council.

Article 9: Validity of the Contract

1. The contract enters into force when it has been signed by both parties, and remains valid, unless it is terminated according to article 7.

Article 10: Applicable law and place of jurisdiction

1. This contract is subject to *[country's/region's/state's, whatever is applicable]* law.
2. Any disputes arising out of this agreement shall be finally and exclusively settled by the courts of Autonomous City of Buenos Aires, subject to a right of appeal in the same courts.

Signed in duplicate.

In _____ on _____
For and on behalf of
the CERFOAR – PEFC Argentina Association

In _____ on _____
For and on behalf of
the trademarks user(s)

Appendix 5: PEFC trademarks usage contract - user Group D: Retailers and brands owners

Between

- (1) **CERFOAR – PEFC Argentina Association**, having its registered office at Bartolomé Miter 1895, 2nd floor, office C, Autonomous City of Buenos Aires, Argentine Republic. C.U.I.T. 30-71161757-0

And

- (2) **[Name of the trademarks user I]**, having its registered office at [address to be completed]

[Name of the trademarks user II], having its registered office at [address to be completed]

[complete one line per trademarks user to be covered by this contract]

Hereafter, the “trademarks user(s)”.

Whereas [name(s) of the organisation(s)] is a (are) trademarks user(s) under the trademarks user group D: Other users, as defined in PEFC ST 2001, *Trademarks Rules – Requirements*.

Whereas each of the organisations mentioned as trademarks users are jointly and severally liable for the fulfilment of any and all rights and obligations of this contract. If one of the organisations does not fulfil a requirement and/or the contract is suspended or terminated for one of the participating organisations, the contract shall be suspended or terminated for all the organisations defined as trademarks users.

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



and the PEFC initials.

Whereas the CERFOAR – PEFC Argentina Association is acting in Argentina Republic on behalf of the PEFC Council;

Whereas the trademarks user(s) is (are) to be granted a licence for the use of the PEFC trademarks with the licence number PEFC/37-XX-XX and to be allowed to use the PEFC trademarks for indirect on- and off-product usage according to PEFC ST 2001, *Trademarks Rules - Requirements* and to this contract;

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

Article 1: Normative references

1. These normative references form part of the contractual documentation and are found on the PEFC website:

PEFC ST 2001, *Trademarks Rules – Requirements*

2. These normative references are valid as stated now and as may be from time to time altered by the PEFC Council.

Article 2: Interpretations of the definitions from PEFC ST 2001, *Trademarks Rules – Requirements* for the purpose of this contract

1. On-product usage

The use of the PEFC trademarks in reference to the PEFC certified material content of a product or that can be perceived or understood by buyers or the public as referring to PEFC certified material. On - product usage can be direct (when the PEFC trademarks are placed on tangible products) or indirect (the trademarks refer to tangible products although they are not placed directly on the product).

2. Off-product usage

The use of the PEFC trademarks, other than on - product usage, and which does not refer to a specific product. For example, a statement about use of PEFC certified materials in an annual report, a sustainability report, a procurement policy, or the mention of PEFC on a company website.

3. Retailer and brand owners

Entity procuring PEFC certified finished products and selling the finished products directly to consumers without manipulating the product in any way, changing the wrapping or mixing the products with non-certified products.

Article 3: Ownership of the PEFC trademarks

1. The PEFC logo and the PEFC initials are copyrighted materials and are internationally registered trademarks owned by the PEFC Council. Unauthorised use of these copyrighted materials is prohibited and may lead to legal action.

Article 4: Responsibilities of the trademarks user(s)

1. The trademarks user(s) is (are) obliged to use the PEFC trademarks in accordance with PEFC ST 2001, *Trademarks Rules – Requirements*, as stated now and as may be altered by the PEFC Council from time to time.
2. The trademarks user(s) is (are) responsible for keeping itself (themselves) informed and adapt its (their) usage to any changes to this standard conducted by the PEFC Council.
3. The trademarks user(s) is (are) obliged to inform the *CERFOAR – PEFC Argentina Association* immediately and truthfully on any changes concerning the trademarks user's identification data.
4. The trademarks user(s) commits to increase its (their) sourcing of PEFC certified products annually.
5. The trademarks user(s) shall provide the *CERFOAR – PEFC Argentina Association* with an annual report containing an itemised, free form account of the PEFC trademarks use.
6. When the PEFC trademarks are used by the trademarks user(s) for public or private procurement claims of PEFC certified products or material, the report under requirement 5 must include proof of evidence of these procurement claims.

Article 5: Responsibilities of the CERFOAR – PEFC Argentina Association

1. The *CERFOAR – PEFC Argentina Association* is obliged to inform the trademarks user(s) on any changes to the PEFC Council regulations and documentation concerning the PEFC trademarks use which affect this contract to the latest known email address(es). If the trademarks user(s) does (do) not

accept the modification, the trademarks user(s) can terminate the contract, as per article 7, clause 1.

2. The *CERFOAR – PEFC Argentina Association* shall provide the trademarks user(s) with access to the PEFC Label Generator within two (2) weeks following the signature of the contract by both parties.

Article 6: Penalty

1. The *CERFOAR – PEFC Argentina Association* shall impose a contractual penalty of an Argentine pesos (AR\$) amount being one-fifth the market value of the products to which unauthorised trademarks use relates, unless the trademarks user(s) proves that such unauthorised use was unintentional and that it couldn't have avoided such unauthorised use by consulting thoroughly all and any normative references, PEFC communication and applicable state regulation. In the latter case the penalty will be limited to the equivalent in Argentine pesos of 15,000 CHF.
2. The *CERFOAR – PEFC Argentina Association* has the right to alter the amount of penalty demanded for use of the PEFC trademarks in contravention of the contract. The change shall come into effect in the contract between the *CERFOAR – PEFC Argentina Association* and the trademarks user(s) ninety (90) days after the former has informed the latter, in writing, of the change.

Article 7: Contract Termination

1. Either party may terminate the contract with three (3) months prior notice by email to the latest known email address(es).
2. The *CERFOAR – PEFC Argentina Association* may revoke the contract temporarily with immediate effect while a suspicion of contravention of the contract or PEFC ST 2001, *Trademarks Rules - Requirements* is being investigated.
3. In case of detection of misuse or suspicion of misuse of the PEFC trademarks, the *CERFOAR – PEFC Argentina Association* shall send the trademarks user(s) a written request for an explanation and a notification of the temporary revocation of the contract by email to the latest email address(es) in possession of the *CERFOAR – PEFC Argentina Association*. The trademarks user(s) has (have) two (2) weeks from the date the email was sent to confirm receipt and provide explanation to the *CERFOAR – PEFC Argentina Association*. The temporary revocation shall remain in effect for a maximum period of one (1) month after the trademarks user(s) has (have) provided an explanation concerning the suspected misuse to the *CERFOAR – PEFC Argentina Association*, which will examine the matter. If the misuse is confirmed, the temporary revocation will be expanded for another period of three (3) months. During these three (3) months, the trademarks user(s) shall implement corrective measures to resolve the misuse. After these three (3) months, the *CERFOAR – PEFC Argentina Association* will examine the corrective measures implemented and the result and may either reverse a decision on the temporary revocation of the contract, or may decide to terminate definitively the trademarks usage contract. In both cases, the *CERFOAR – PEFC Argentina Association* shall notify the trademarks user(s) of its decision in writing.
4. As part of the investigation of suspicion, the *CERFOAR – PEFC Argentina 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 trademarks user's operations, if it has received a complaint by a third party or if the *CERFOAR – PEFC Argentina Association* has reasons to believe that the contract is being contravened. The trademarks user(s) shall bear responsibility for the costs of said inspection and any other detrimental effects.
5. The *CERFOAR – PEFC Argentina 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 ST 2001, *Trademarks Rules – Requirements*, in its valid version, are not being adhered to or the trademarks user(s) may be bringing the PEFC into disrepute.
6. The *CERFOAR – PEFC Argentina Association* is not obliged to pay compensation for any costs or other

damages which the temporary revocation or termination causes to the trademarks user(s).

Article 8: Data treatment

1. In order to issue a PEFC trademarks usage licence, the *CERFOAR – PEFC Argentina Association* may collect some personal data on the trademarks user(s). The personal data collected includes: full name of the contact person, email address and telephone number. This information is necessary for the normal operations of the PEFC certification system. They are made publicly available on the PEFC websites (PEFC Council website and PEFC National Governing Body websites), and PEFC may share them with third parties limited to and exclusively for certification purposes. These data are indispensable to ensure the PEFC certification system operations, such as to trace validity of PEFC trademarks usage licences and certified products, by consumers and third parties.
2. Personal data on the trademarks user(s) are kept public for a duration of five (5) years after the end of the PEFC trademarks usage licence validity. Data will then be stored in an in-house database in order to keep track of the licences. Upon request, the *CERFOAR – PEFC Argentina Association* may provide the trademarks user(s) with information about the personal data it holds. The trademarks user(s) has (have) the right to access or verify its (their) personal data and to have them modified, corrected or deleted at any time. If the trademarks user(s) would like to exercise one of these data protection rights, they can contact PEFC at request@pefc.org or contact CERFOAR – PEFC Association at info@cerfoar.org.ar
3. By signing this contract, the trademarks user agrees to this data treatment procedure. In case the trademarks user(s) does (do) not want this information to be publicly available, the licence shall be cancelled.
4. Further information on PEFC Council data treatment is available from the PEFC Council.

Article 9: Validity of the Contract

1. The PEFC trademarks usage contract enters into force when it has been signed by both parties and it is automatically renewed annually after fulfilment of article 4, clauses 5 and 6 by the trademarks user(s).

Article 10: Applicable law and place of jurisdiction

1. This contract is subject to *[country's/region's/state's, whatever is applicable]* law.
2. Any disputes arising out of this agreement shall be finally and exclusively settled by the courts of Autonomous City of Buenos Aires, Argentine Republic subject to a right of appeal to same court.

Signed in duplicate.

In _____ on _____
For and on behalf of
the *CERFOAR – PEFC Argentina Association*

In _____ on _____
For and on behalf of
the trademarks user(s)