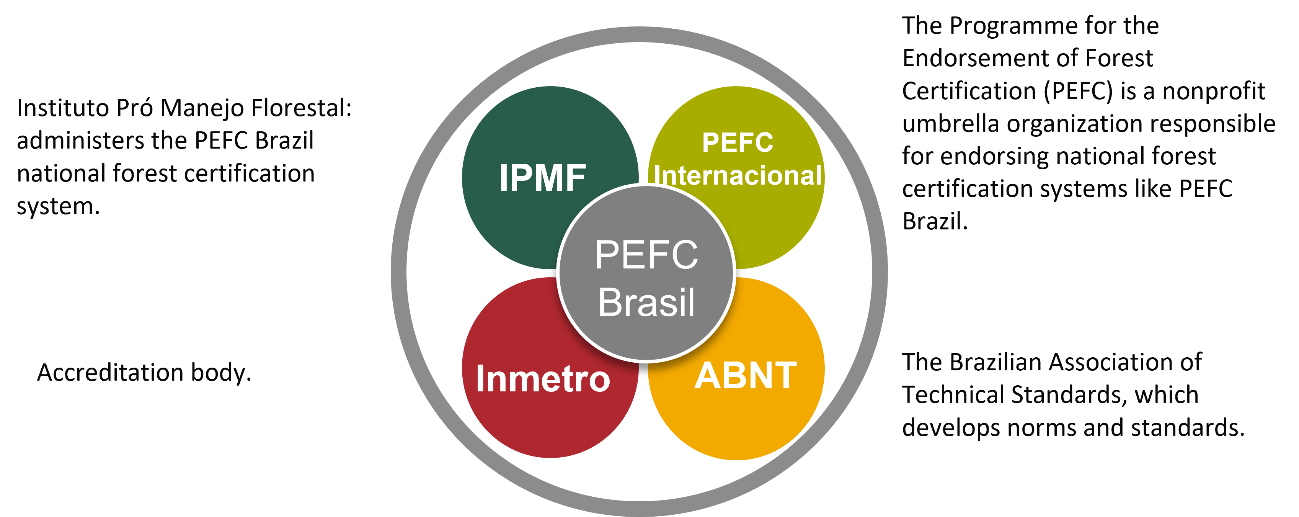
# **Introduction**

IPMF, the Instituto Pró Manejo Florestal (henceforth PEFC Brazil), is the entity authorized by the Program for Endorsing Forest Certification Schemes (henceforth PEFC Council) as the National Governing Body responsibe for administering PEFC Brazil, the national forest certification system.



PEFC certification permits voluntary certification of forest management, which considers Brazilian standards for plantations and native forests and chain of custody, which are the links that commercialize, label, and/or promote products originating from forests.

For the PEFC chain of custody, the PEFC Brazil system incorporated the following international PEFC standards:

* PEFC ST 2002: Chain of Custody, requirements applicable to certified organizations, and
* PEFC ST 2003: Requirements for Certification Bodies Operating Certification against the PEFC International Chain of Custody Standard.

# **Objective:**

Establish certification requirements, notification of accredited certification bodies, maintenance fees for the certification scheme, and reference qualification criteria for auditors.

# **Scope:**

All accredited certification bodies that will operate PEFC Certification in Brazil.

# **Normative references**

PEFC GD 1004 - Administration of PEFC scheme

PEFC GD 1005 - Issuance of PEFC Logo Usage Licenses by the PEFC Council

PEFC ST 2001 PEFC Trademarks Rules

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

PEFC GD 2001, Chain of Custody of Forest-Based Products – Guidance for Use

Annex 6 - Certification and Accreditation Procedures

ABNT NBR 14789 *Manejo florestal – Princípios, critérios e indicadores para plantações florestai*s [Forest management – Principles, criteria, and indicators for planted forests]

ABNT NBR 16789 *Manejo florestal – Diretrizes para implementação da ABNT NBR 14789* [Forest management – Guidelines for implementing ABNT NBR 14789]

ABNT NBR 15789 *Manejo florestal – Princípios, critérios e indicadores para florestas nativas* [Forest management – Principles, criteria, and indicators for native forests]

ABNT NBR 15753 *Manejo florestal – Diretrizes para implementação da ABNT NBR 15789* [Forest management – Guidelines for implementing ABNT NBR 14789]

ABNT NBR 14793 – *Manejo florestal sustentável e cadeia de custódia – Procedimentos* de *auditoria – Diretrizes sobre os critérios de qualificação para auditores florestais* [Sustainable forest management and chain of custody – Audit procedures – Guidelines on qualification criteria for forest auditors]

ABNT NBR ISO/IEC 17021-1 *Avaliação da conformidade — Requisitos para organismos que fornecem auditoria e certificação de sistemas de gestão Parte 1: Requisitos* [Conformity evaluation – Requirements for bodies that provide auditing and certification of management systems Part 1: Requirements]

ABNT NBR ISO 19011 *Diretrizes para auditorias de sistema de gestão* [Guidelines for management system audits]

Supplementary documentation applicable to the certification body auditing chain of custody:

PEFC ST 2003 - Requirements for Certification Bodies operating Certification against the PEFC International Chain of Custody Standard

ABNT NBR ISO/IEC 17065 *Avaliação da conformidade — Requisitos para organismos de certificação de produtos, processos e serviços* [Conformity evaluation – Requirements for bodies that certify products, processes, and services]

INMETRO accreditation documentation can be found at https://www.gov.br/inmetro/pt-br/assuntos/acreditacao/cgcre and http://www.inmetro.gov.br/credenciamento/organismos/doc\_organismos.aspt Organismo=OCF

[*Inmetro - Documentos Necessários para Acreditação de Organismos de Certificação de Produtos - OCP*](http://www.inmetro.gov.br/credenciamento/organismos/doc_organismos.asp?tOrganismo=OCP).

The most recent versions of these standards can be obtained from the respective websites: PEFC International: [pefc.org](http://pefc.org/); PEFC Brazil: [www.pefcbr.org](http://www.pefcbr.org/); ABNT: [abnt.org.br](http://abnt.org.br/).

# **Abbreviations**:

ABNT - *Associação Brasileira de Normas Técnicas* [Brazilian Technical Standards Association]

IAF - International Accreditation Forum

INMETRO - Brazilian National Institute for Metrology, Quality, and Technology

# **Terms and Definitions:**

Terms and definitions are underlined when they first appear in this document in order to facilitate their identification.

**Accreditation Body**

An entity that accredits certification bodies to work with PEFC Certification in the country; this entity shall be recognized by the International Accreditation Forum (IAF). In Brazil, INMETRO is the accreditation body for PEFC forest management and chain of custody. Certification bodies that represent international organizations may be accredited by other recognized bodies that operate chain of custody in Brazil.

**Annual Revenue for Chain of Custody**

# Reference value to charge the chain of custody certification fee, which includes the organization's gross annual revenue for the last complete fiscal year. This value includes all the products/services commercialized by the certified organization.

**Audit**

Systematic, independent and documented process for obtaining objective evidence and evaluating it objectively to determine the extent to which the audit criteria are fulfilled.

Note: The term “audit” used in this document is equivalent to the term “evaluation” used in ABNT ISO/IEC 17065 and 17021-1.

**Certification of Sustainable Forest Management**

Document confirming that an organization or organized group of forest producers is in compliance with the reequipments of the sustainable forest management standard and other applicable requirements established in this document.

**Certified Area**

The forest area covered by a sustainable forest management system according to the ABNT NBR 14789 or ABNT NBR 15789 standards, and other applicable requirements established in this document.

**Chain of Custody Certificate**

Document confirming that an organization or multiple organizations are in compliance with the requirements of the chain of custody standard, defining their product groups as PEFC certified, as well as the scope that clearly defines the traceability of their products and other applicable requirements established in this document.

**Client Organization**

An individual or corporate entity, public or private, foreign or Brazilian, that is legally established in the country and includes individual legally constituted forest owners, or a group of forest producers, that requests certification from the conformity assessment body.

**Forest Management Unit (FMU)**

An area of certification in defined for the purpose of good management practices in social, environmental, and economic terms.

**Major Nonconformity**

Nonconformity that affects the management system's ability to achieve the intended results.

Nonconformities may be classified as major in the following circumstances:

- if there is significant doubt that there is effective process control, or that products and services meet the specified requirements.

- several minor nonconformities associated with the same requirement or topic could demonstrate a systemic failure and thus constitute a major nonconformity.

**Minor Nonconformity**

Nonconformity that does not affect the management system's ability to achieve the intended results; this may be an isolated failure, without systemic risk to the function or efficacy of the management system.

**Observation (Observations)**

An audit finding that does not indicate nonconformity. It may be identified by the audit team as an opportunity for improvement.

**PEFC Accredited and Notified Certification Body**

An independent, third-party certification body accredited by official agencies for forest management or chain of custody according to PEFC technical documentation that carries out conformity evaluations in an impartial manner, which is also notified by PEFC Brazil to carry out these activities.

**Suspended Certification**

Temporarily invalid certification.

**Terminated Certification**

Cancelled certification that is no longer valid, indicating that the certified organization is not in compliance with the requirements of PEFC certification.

# **General Requirements**

* 1. The certification body shall:

1. Be a legally constituted entity accredited by INMETRO, or in the case of chain of custody, other accreditation bodies recognized by the International Accreditation Forum (IAF).
2. Ensure compliance with applicable PEFC standards, including the norms/standards applicable to forest management and/or chain of custody (ABNT NBR 14789, ABNT NBR 15789, or PEFC ST 2002) and documents from PEFC Brazil and the PEFC Council.
3. Implement a management system that meets the applicable requirements of ABNT NBR ISO/IEC 17021-1, suited to the type, extent, and volume of work carried out.
4. For chain of custody certifiers, implement a management system that meets the applicable requirements of PEFC ST 2003 and ABNT NBR ISO/IEC 17065, suited to the type, extent, and volume of work carried out.
5. Sign a notification contract with PEFC Brazil.
   1. The certification body, as part of its management system, shall:
6. Have technically competent staff, keeping records of qualifications and training activities in order to carry out the entire certification process described in this document in a competent manner.
7. Operate certification according to the requirements described in this document, and is obligated to resolve any questions with INMETRO.
8. Keep information on certified client organizations and the certification body updated and report and information related to certification to PEFC Brazil within 5 (five) days, including emission, alteration of scope, suspension, or cancellation.
9. The certification body shall inform PEFC Brazil of any changes to the certification scope of a certified client organization or special audits, and provide annual reports on the certified client organizations.
10. If certification is suspended or cancelled, report this suspension/cancellation to INMETRO and PEFC Brazil via mail or email within 5 (five) business days.
11. Submit Memoranda of Understanding with other certification bodies, within the scope of this document, for analysis and approval of use.
12. Have a system to address complaints.
13. Have no pending issues with INMETRO.
14. Immediately communicate any information about recalls to INMETRO, even if preliminary (i.e. In the investigation phase), reported by companies with certificates, within a maximum of 48 hours.
15. Inform the organization that it is obliged to provide information to PEFC Brazil, and the range and usage of information to be provided. The certification body shall have the written consent (e.g. signed contract or agreement) of the client organization to disclose this information to PEFC. This written agreement shall be in compliance with any data protection legislation applicable in the countries in which the client organization and the certification body are based.
16. **Termination (cancellation) and suspension of accreditation**
    1. If the certification body's accreditation is terminated, it shall:
17. Immediately communicate this status to its clients, and provide instructions on how to transfer to another certification body with active accreditation status, emphasizing that certificates that have already been issued shall remain valid until the end of their terms for maintenance or renovation, whichever occurs first, and support its clients by providing all applicable documentation.
18. Provide INMETRO with all records and information related to the certification processes, and report on processes of transferring certificates.
    1. Certification bodies with terminated accreditation may not carry out activities to maintain or renew previously issued certificates.
    2. If accreditation is suspended, the certification body shall communicate this status to its clients, and during the suspension may not carry out any activity related to initial issuance of certification, nor consider recertification or extension of scope for any valid certificate. During the suspension period, the certification body shall carry out all activities related to maintaining valid certificates, as long as there is no extension of scope for these valid certificates.

# **Process of PEFC notification for the certification body**

# The certification body sends a request for notification to PEFC Brazil.

# PEFC Brazil shall evaluate the request and the documentation and make a decision.

# If the request is rejected, the certification body may appeal the PEFC Brazil's decision to the PEFC Council, whose decision is final.

# If the request is granted, PEFC Brazil and the certification body sign the notification contract for certification of forest management and/or chain of custody.

# The contract shall include (see template in Appendix D):

1. Administrative conditions (such as transfer of information and communications between PEFC Brazil and the certification body, etc.)
2. The need to comply with the requirements for certification bodies with valid accreditation, in accordance with Annex 6 - Certification and Accreditation Procedures and ABNT NBR 14793 *Diretrizes para auditoria florestal – Procedimentos de auditoria – Critérios de qualificação para auditores florestais* [Guidelines for forest auditing - Auditing procedures - Qualification criteria for forest auditors].
3. General terms related to finances, deadlines, and rescission.

# PEFC Brazil and the certification body sign an independent contract with each of the organizations to be certified. This applies to forest management and to chain of custody.

# The notification procedure utilizes non-discriminatory conditions to issue PEFC notification to certification bodies.

# PEFC Brazil shall address complaints according to SG 04, Procedures for addressing disputes and complaints.

# PEFC notification is valid for the period accreditation of the certification body is valid, according to its scope.

# PEFC notification may be suspended or terminated by PEFC Brazil if the notification contract is violated.

# **Compliance evaluation (audit)**

The certification body shall ensure that conformity will be evaluated according to the requirements of ABNT NBR ISO/IEC 17021-1, and according to the requirements of the PEFC ST 2003 and ABNT NBR ISO/IEC 17065 standards for chain of custody.

This document contains additional descriptions about the process of initial evaluation, initial audit, addressing nonconformities, certificate issuance, evaluation of maintenance, and recertification.

* 1. **Initial Evaluation**

## **Request for certification**

* + - 1. When a client organization requests certification, the certification body shall provide information about the certification scheme and the requirements to be met, detailing the procedures for certification.
      2. To continue with the request, the certification body shall obtain the information and documentation necessary to analyze the request and determine whether the request is for a certificate transfer or a new request, including the following information:

1. The desired scope of certification based on ABNT NBR 14789 or ABNT NBR 15789 for forest management, and/or PEFC ST 2002 for chain of custody.
2. Corporate entity name, relevant addresses, CNPJ (corporate tax ID number), contact information for the authorized representative, its processes, operations, and locations (sites), technical and human resources, functions, relationships, and any pertinent legal obligations.
3. To request chain of custody certification, a description of the products covered in the desired scope, and written procedures for the management system, as well as the method (physical separation, percentage, or credit) and intentions for using the PEFC trademarks.
4. Identification of all subcontracted processes used by the client organization that could affect compliance with the requirements.
5. Whether management system consulting services were utilized, and if so, who they were provided by.
6. If the client organization was certified previously.
7. Other documents necessary for the request process, as requested by the certification body.

## **Critical analysis of the request and documentation compliance**

* + - 1. When the certification body receives the specified documentation, it shall open a certificate issuance process and conduct critical analysis of the information to ensure that:

1. The information about the client organization, management system, and product (for chain of custody) is sufficient to undertake the certification process.
2. Any recognized differences in interpretation between the certification body and the client organization are resolved.
3. Any nonconformities in the documentation are identified.
4. Resources are available to carry out all the evaluation activities.
5. The certification body has the competence and capacity to carry out the certification activity.
6. The scope solicited for certification, the operating facilities of the requesting client organization, the time necessary to complete the audits, and any other points that may affect the certification process are taken into consideration (language, safety conditions, threats to impartiality, etc.).

* + - 1. If any pending issues and/or inconsistencies are identified in the documentation received, it shall be formally returned to the client organization for correction, highlighting the changes made for the new analysis.
      2. If any documents are not presented in their definitive format by the client organization, as long as this does not interfere with the other steps in the initial evaluation process, this shall be clearly stated by the certification process upon delivery of the documentation, and the definitive version of the document in question shall be duly verified by the certification body during the initial assessment to analyze compliance.

* + - 1. If the request for certification is considered unfeasible, the certification body shall formally communicate the reason why certification is unfeasible to the client organization and return all the documentation submitted, closing the certification issuance process.

## **Pre-audit visit**

* + - 1. After analyzing and approving the request and analysis of the documentation for completeness, the certification body can conduct the pre-audit visit in order to plan the initial audit.

* + - 1. The pre-audit visit may not take place, based on the certification body's analysis in regard to the following aspects:
  + Breadth of documentation
  + Complexity of the product and the chain of custody of the client organization
  + The certification body's experience with activities similar to those carried out by the client organization
  + Previous knowledge of the client organization

Note: In these cases, the certification body will proceed with initial audit after analysis and approval of the request.

## **Initial Audit**

* + - 1. The certification body schedules the initial audit to determine the implementation of the requirements described in ABNT NBR 14789 or ABNT NBR 15789 for forest management and/or PEFC ST 2002 for chain of custody.
      2. The certification body shall have documented procedures to ensure that an audit plan is established for each audit, to provide a basis for agreement regarding the conduct and scheduling of the audit activities. The audit plan shall be communicated and the dates of the audit shall be agreed upon in advance with the client organization.
      3. The certification body shall follow the guidelines in ABNT NBR ISO 19011 to carry out the audits.
      4. The certification body shall draft an audit report containing details documenting compliance with all the items specified in ABNT NBR 14789, ABNT NBR 15789, or requirements for group forest management and/or PEFC ST 2002 for chain of custody, as well as the requirements for use of the PEFC trademarks, if applicable.
      5. The certification body shall make the summary report of the certification process and maintenance processes publicly available, including statements related to compliance with ABNT NBR 14789, ABNT NBR 15789 required for group forest management and PEFC ST 2002 for chain of custody. The certification body is responsible for critically analyzing any comments that may be received to obtain feedback on the certification process.

## **Supplement for initial audit of forest management**

* + - 1. Initial evaluations of forest management shall involve Phase I and Phase II auditing.
      2. Phase I auditing shall be based on but not limited to critical analysis of the documentation and results of the pre-audit visit (when applicable). Phase I auditing should lay the foundation to plan the Phase II audit, according to the client organization's knowledge about forest management, based on the principles, criteria, and indicators for planted or native forests according to ABNT NBR 14789 or ABNT NBR 15789, and especially, based on the requesting client organization's preparation for auditing. The certification body shall require evidence of compliance with legislation by the client organization, in accordance with Principle 1 of ABNT NBR 14789 or ABNT NBR 15789, and maintain respective records.
      3. The certification body shall establish and implement mechanisms for prior consultation and dissemination to stakeholders about the certification process, which shall include:

a) drafting a list of regional, national, and when applicable, international stakeholders indicated by the client organization and by the certification body.

b) prior consultation with stakeholders about the certification process involving at least the parties on the list mentioned in the previous Item, which shall take place 30 days prior to the start of Phase II in order to receive commentary.

c) establish procedures to clarify the certification process and the handling of demands resulting from prior consultation.

* + - 1. The Phase II audit shall be conducted at the sites pertaining to the client organization in order to evaluate the implementation of the requirements described in ABNT NBR 14789 or ABNT NBR 15789, according to the requested scope.
      2. During Phase II auditing, the certification body shall organize public consultation sessions with stakeholders such involved local communities, non-governmental organizations, and/or government agencies that are related to the scope of certification.
      3. The certification body shall designate at least one person (technical reviewer) to critically analyze the information and results related to the audit. Critical analysis should be conducted by a person or persons not involved in the evaluation process.
      4. At a minimum, the critical analysis should include the following information about the audit process: audit report, handling of nonconformities, and recommendation for certification by the audit team.
      5. The report of the technical reviewer, based on the critical analysis, shall also be documented.

## **Addressing nonconformities during the initial evaluation stage**

## Audit findings shall be classified as major nonconformities, minor nonconformities, and observations.

## If any nonconformity is identified during the initial evaluation stage, the client organization shall send the certification body evidence that corrective actions defined from a critical analysis of the causes of the nonconformity(ies) in question have been taken, during a period of time agreed to by both parties.

## If the certification body cannot verify implementation of the corrective actions for any major nonconformity within a period of 6 months after the last day of Phase II, the certification body shall conduct another Phase II audit prior to recommending certification.

## New deadlines may be set as long as they are formally requested by the client organization, justified, and considered pertinent by the certification body. These deadlines also apply to any pending items identified during analysis of the request.

## The certification body shall assess the effectiveness of the corrective actions implemented, and accept or reject them.

## The certification body shall assess whether a new audit is required to verify that the corrective actions were implemented.

## Before issuing the conformity assessment certificate, the certification body conducts an evaluation to ensure that:

a) for any major nonconformity, the certification body has critically analyzed, accepted, and verified the corrections and corrective actions.

B) for any minor nonconformity, the certification body has critically analyzed and accepted the client's plan for corrections and corrective actions.

## **Critical Analysis and the Certification Decision**

## The certification body is responsible for decisions related to certification.

## The certification decision shall be made by a person or group of people not involved in the evaluation process (certification committee, for example, and with adequate knowledge).

## The person or group of people who make decisions related to chain of custody certification shall meet the requirements stated in PEFC ST 2003 that address education, work experience, training in PEFC chain of custody, auditing experience, and competences.

## The certification body shall notify the client organization if it decides not to grant certification, stating the reasons for this decision.

## If the certification body opts to utilize a Certification Committee to recommend that the certification body grant or deny certification, rules shall be established to formally nominate the members of this committee, including their roles during the initial certification and maintenance and recertification confirmations.

## The Certification Committee shall be free of any interests and of any commercial, financial, or other pressures that might influence their decisions.

## The certification body is responsible for nominating and removing members from the Certification Committee.

## The decision to grant certification shall be formalized by issuance of the conformity assessment certificate.

## **Issuance of chain of custody certification and sustainable forest management certification**

## The conformity assessment certification is valid for 5 years based on the requirements defined in this document. The conformity assessment certificate shall contain the following statement: "The validity of this Conformity Assessment Certificate is linked to the performance of the maintenance evaluations and handling of potential nonconformities, in accordance with the direction provided by the certification body.” The information related to the scope and status of the certification are available in the PEFC database.

## The certification shall include at least the following information:

## 

1. Type of certificate.
2. Certificate number, which shall comprise, in the following order: the exclusive abbreviation for the name of the certification body (the same abbreviation shall be used for any and all PEFC certifications issued), followed by a hyphen (-), the abbreviation MF for forest management and CdC for chain of custody, followed by another hyphen (-) and the corresponding certification number issued by the certification body (for example: PEFC-CdC-123456).
3. Name of the client organization (requesting certification or certified), trading name ("*nome fantasia*"), and registered company name.
4. Name of contact person.
5. Complete address and telephone of the client organization, certified FMU, participants in the forest management group, chain of custody (individual, group, or multi-site), according to approved scope.
6. References to the norm/standard of the scope of certification, including:
   * 1. forest management: ABNT NBR 14789 or 15789, and also for groups SG 05.01 - *Requisitos para Certificação de Grupo* [Requirements for group certification].
     2. chain of custody: PEFC ST 2002.
     3. use of the PEFC trademarks and logo in accordance with PEFC ST 2001, if applicable.
7. Description of the approved scope, including the specifications of product, product group, certified FMU, effectively planted area, activities and processes (including chain of custody method), as applicable.
8. Date certification was granted, extended, or renewed, and the expiration date or recertification due date. The expiration date on a certification document shall not be before the date of the certification decision.
9. Identification of the certification body.
10. PEFC logo with the certification body's PEFC trademark license number.
11. Accreditation mark (symbol) of the accreditation body (including accreditation number, where applicable).

Note 1: For chain of custody certificates, the name and address of the client organization can be the name and address of a corporate entity where no activities take place (a post office box, for example). The name and address of the client organization whose chain of custody is subject to certification shall also be included on the certification document.

Note 2: In the case of PEFC chain of custody certification for specified projects, or "project certification" (refer to PEFC GD 2001, Annex 1), “name and address” refers to the name and address of the controlling entity. The name of the project can be included in the scope of the project certificate.

## Where the scope of the certification is included in an appendix to the certificate, the certificate shall include a reference to the appendix, and the appendix shall be considered as part of the certificate and be provided whenever the certificate is requested.

## When applicable, the certification body shall issue a single certificate in the name of the group or multi-site, identifying all steps/participants according to PEFC ST 2003).

## The certification body may provide copies of the certificate for the group or multi-site participants.

## The certification body shall notify PEFC Brazil of any and all changes in the certificates of its clients (issuance, maintenance, extension, reduction, suspension, cancellation, closure, or recertification) by the 20th day of the month in which such changes occur, containing all the information listed in Item 10.1.8.2 as well as:

## Name, telephone, and email of the contact person at the certified client organization.

## Audit date.

1. List of species commercially utilized in the scope of certification, when applicable.
2. Total area of the certified FMU (including productive area, conservation area, infrastructure, and other data related to the scope that were altered, when applicable).

## **Surveillance Audit**

## After granting the conformity assessment certification, the certification body shall carry out control activities in order to confirm that the technical and organizational conditions that permitted the original issuance of certification continue.

## The certification body analyzes the documentation sent previously by the certified organization to verify availability, organization, and remediation.

## The certification body shall formally request that the certified client organization report any alteration in sustainable forest management activities and/or chain of custody.

## Findings from the surveillance audit shall be classified as major nonconformities, minor nonconformities, and observations.

## In exceptional situations (ex. war, pandemic), the certification body shall consider specific guidelines for sampling and audit methods provided by the PEFC Council and/or PEFC Brazil.

## **Surveillance Audit**

The certification body shall consider the requirements for forest management or chain of custody described below.

## **Surveillance Audit for Forest Management**

## Surveillance audits are on-site audits, but are not necessarily complete audits of the system, and shall be planned together with other supervisory activities so that the certification body can ensure that the client's certified management system continues to meet the requirements between recertification audits, and shall include:

1. Verification that corrective actions to address any nonconformities identified in prior audits were effective.
2. Field inspection in the FMU, document and record review.
3. Public consultations with stakeholders and management of complaints related to the scope of the surveillance audit.
4. Evaluation of the client's management system to attain certification.
5. Use of the PEFC trademarks and/or any other references to certification.

## The certification body shall schedule periodic surveillance audits of forest management. Considering that the certification is valid for 5 (five) years, 4 (four) surveillance audits shall be carried out, or at least one each calendar year except for in recertification years. The date of the first surveillance audit after initial certification shall occur within 12 months from the date that the certificate was issued.

## Surveillance audits shall be carried out at the client's organization sites and are not necessarily complete audits; compliance with the requirements in ABNT NBR 14789 or ABNT NBR 15789 may be partially assessed so that by the end of the 5-year certification cycle all the requirements are evaluated.

## The date of the surveillance audit visit shall be scheduled in agreement with the client organization.

## To conduct the surveillance audit, the certification body shall send the audit plan which was agreed to with the certified organization's representative to the certified client organization.

## There may be additional surveillance audits beyond those planned, based on any justifying evidence, as determined by the certification body.

## When explicitly defined by PEFC Brazil and/or INMETRO, the certification body shall conduct special, unannounced audits to investigate complaints or in response to changes or to monitor suspended certificates.

## The certification body shall provide a public summary of the certification maintenance process, including confirmations that this document conforms to the ABNT NBR 14789 or ABNT NBR 15789 standards, in accordance with the model in Appendix A of this document. The certification body shall critically analyze any comments that may be received to obtain feedback on the certification maintenance process.

## **Surveillance Audit for Chain of Custody**

## Surveillance audits shall be conducted annually according to PEFC ST 2003. The certification body shall conduct at least four surveillance audits before the certification expiration date.

Note 1: Annually means once every 12 months, plus or minus three months.

Note 2: If the certificate is valid for less than five years, the number of surveillance audits can be reduced accordingly.

## There may be additional surveillance audits beyond those planned, based on any justifying evidence, as determined by the certification body or PEFC Brazil.

## The certification body shall make the summary report of the certification process and maintenance processes publicly available, including statements related to compliance with PEFC ST 2002, and this document, according to Annex B of this document. The certification body is responsible for critically analyzing any comments that may be received to obtain feedback on the certification process.

## **Addressing nonconformities during the surveillance audit**

## If any major or minor nonconformities are identified during the surveillance audit, the certification body shall analyze the documentation provided by the certified client organization to critically analyze the causes of the nonconformities and propose corrective actions and a respective action plan.

## The corrective action plan shall be delivered to the certification body within 1 month of receipt of the audit report, considering the certification body's procedure that may be adapted as defined in its management system.

## The deadline to receive evidence that the corrective actions have been implemented by the certified client organization shall not exceed the following, and may be shorter, as defined by the certification body:

1. 3 (three) months after receipt of the audit report, for major nonconformities.
2. 12 (twelve) meses after receipt of the audit report, for minor nonconformities, and no longer than the next annual audit.

## The certification body shall evaluate the effectiveness and implementation of the corrective actions proposed in the plan.

## The certification body shall assess the need for a new audit to verify that the corrective actions were implemented.

## The certification body shall take the following actions if the certified client organization does not submit the corrective action plan to address the nonconformities by the deadlines defined in this report.

1. Escalate minor nonconformities to major nonconformities.
2. Suspend certification in the case of major nonconformities. In this case, the certification body shall notify the certified client organization in writing, stating that the certification process may only be resumed when the nonconformities found are corrected.

## The maximum period a certification can be suspended is 12 months (when justified, at the discretion of the certification body, this period may be extended to 18 months, so that the client organization has sufficient time to correct the nonconformities). After this period, the certificate shall be cancelled unless all major nonconformities are corrected and a surveillance audit is realized, if the suspension period exceeded 12 months.

## **Confirmation of Maintenance**

## After critical analysis, the certification body shall issue confirmation that certification was maintained, observing the pertinent requirements listed in the item "Issuance of Certification" in this document, confirming that compliance with the requirements was demonstrated by the certified client organization.

## At a minimum, the critical analysis should include the following information about the audit process: audit report, handling of nonconformities, handling of complaints, and recommendation to maintain certification by the audit team.

## Changes in the chain of custody for certified products shall be formally reported to the certification body so it can assess certification maintenance.

## When the requirements in this document are fulfilled, the certification body shall document confirmation of the maintenance in an audit report, formally expressing that certification is maintained. At a minimum, this document shall contain:

1. Reference to the conformity assessment certificate that is being maintained, and its respective number.
2. Legal name, CNPJ (corporate tax ID), full address, and trading name of the certified client organization (when applicable).
3. Name, address, accreditation number, and signature of the person responsible for the PEFC notified certification body.
4. Date the confirmation of maintenance was granted.
5. Scope of certification.
6. Norms and standards upon which the certificate was issued (ABNT NBR 14789 or ABNT NBR 15789, group requirements for forest management; PEFC ST 2002 for chain of custody and use of the PEFC trademarks).
7. Description of the physical locations (name of the certified FMU, organizational units, activities and processes).
8. Address of each certified FMU.
9. Total area of the certified FMU.
10. Effectively planted area (for certification based on the ABNT NBR 14789 standard).
11. Date the surveillance audit was conducted.

* 1. **Analysis of Recertification Request** 
     1. The certification body shall receive the documentation specified in Item 10.1.1 of this document and open a recertification process with adequate lead time, and proceed according to item 10.1.4 of this document.
     2. Additionally, for forest management a Phase I audit may be required in situations where there are significant changes in the management system, client organization, or the context in which the forest management takes place (for example, changes in legislation).
     3. Confirmation of recertification shall occur prior to the expiration of the certificate. If the certification is expired, terminated, or cancelled, a new certification process should be opened.
     4. **Addressing nonconformities during the Recertification Evaluation stage**

The certification body shall consider the requirements described in Item 10.1.6 Addressing nonconformities.

* + 1. **Confirmation of Recertification** 
       1. After critical analysis according to this document and the others referenced within it, the certification body shall issue confirmation of recertification affirming that the certified client organization demonstrated compliance with the requirements.
       2. At a minimum, the critical analysis should include the following information about the audit process: audit report, handling of nonconformities, handling of complaints, and recertification recommendation to the audit team.
       3. When the requirements in this document are met, the certification body emits the new conformity assessment certificate with validity extended for an additional five years.

# **Transition Period**

1. If there are any revisions or significant changes to the standard upon which certification was issued, PEFC Brazil shall establish a new deadline for compliance with the new requirements.
2. This transition period shall not exceed one year except in justified and exceptional circumstances, in which case implementation of the new version of the standard requires a longer period.

# **Group Certification**

# For group certification in forest management, the certification body shall observe the requirements described in SG 05.01 – Requirements for group certification, which is applicable to certification bodies as well as certified organizations.

# For group chain of custody certification, the certification body shall observe the requirements of PEFC ST 2003.

# Note: the eligibility requirements for client organizations requesting group certification in chain of custody are described in Annex 2 of PEFC ST 2002, which covers the requirements for chain of custody.

# **Issuing licenses for use of the PEFC trademarks**

* 1. Organizations that wish to use the PEFC trademarks shall sign a trademark use contract and have a license issued by PEFC Brazil.
  2. The certification bodies are responsible for auditing the use of the PEFC trademarks by certified organizations in accordance with the terms and conditions for use of the PEFC trademarks established in SG 04 – Procedure for issuing licenses for use of the PEFC trademark.

# **Handling complaints and appeals**

# The procedures for receiving and handling complaints and appeals shall follow ABNT NBR/IEC 17021-1 and ABNT NBR/IEC 17065 for chain of custody.

# The certification body shall have a documented process to receive, evaluate, and make decisions about complaints and appeals. Complaints and appeals shall be recorded and monitored, as well as actions to resolve them and maintain confidentiality.

# The submission, investigation, and decision about complaints may not result in any discriminatory actions against the complainant.

# The certification body shall notify PEFC Brazil, within 30 days, of any substantiated claims of severe noncompliance with certification requirements by client organizations that are certified or in the process of certification, or complaints against client organizations it receives or about which it becomes aware, and cooperate in the necessary investigations.

# The certification body shall submit a summary report to PEFC Brazil for resolved complaints and appeals against its clients, including at the minimum:

1. Identification of the appellant/complainant (subject to disclosure).
2. Identification of the client organization.
3. Subject of the complaint.
4. Summary of the complaint handling process.
5. Outcome/resolution of the complaint.

# **Qualifications of the certification team**

# **Auditor qualifications**

# Qualification and maintenance of competencies by the certification body's auditors, reviewers, and specialists shall meet the requirements of ABNT NBR 14793 and ABNT NBR 19011.

# The certification body shall comply with the directives contained in the following standards documents, according to its scope:

# For chain of custody, PEFC ST 2003 shall also be considered.

# For forest management:

1. ABNT NBR 16789 *Manejo florestal – Diretrizes para implementação da ABNT NBR 14789 (plantações florestais*) [Forest management – Guidelines for implementing ABNT NBR 14789 (forest plantations)].
2. ABNT NBR 15753 *Manejo florestal – Diretrizes para implementação da ABNT NBR 15789 (nativas*) [Forest management – Guidelines for implementing ABNT NBR 14789 (native forests)].

# The certification body shall have a documented process to ensure that the auditors, reviewers, and specialists have the personal attributes, knowledge, and skills appropriate to the activities they will carry out.

# Technical specialists and reviewers shall be independent of the auditing.

# The certification body should promote gender equality.

# **General conditions related to ethics and behavior that the certification body shall follow:**

1. Act professionally, precisely, and free of bias.
2. Strive to expand the competency and prestige of forest auditing as a profession.
3. Support work colleagues or subordinates in developing skills related to sustainable forest management, the environment, and auditing.
4. Not represent conflicting interests, or make any statements to clients or employers regarding relationships that might influence decisions.
5. Not divulge any information related to the audit except for that authorized in writing by the audited party and the certification body.
6. Not accept any incentives, commission, gifts, or any other benefits from audited organizations, their staff, or any interest groups, or allow colleagues to accept the same.
7. Not intentionally communicate any false or misleading information that might compromise the integrity of any audit or the certification process.
8. Not act in a manner that might damage the reputation of the certification body or the certification process.

# **Outsourcing services by the certification body**

# The certification body shall have processes and procedures describing conditions for outsourcing (in other words, subcontracting a party to provide part of the certification activities on behalf of the certification body).

# The certification body shall have a valid legal agreement covering conditions, including confidentiality and conflict of interest, with each party that provides outsourced services.

# Decision to grant, refuse, maintain certification, expand or reduce the scope of certification, renew, suspend, restore, or cancel certification shall never be outsourced.

# The certification body shall:

1. Assume responsibility for all activities outsourced to another party.
2. Ensure that the party providing outsourced services and their staff meet the requirements of the certification body and the applicable requirements in ABNT ISO/IEC 17021 and ABNT NBR ISO/IEC 17065 for chain of custody including competence, impartiality, and confidentiality.
3. Ensure that the party providing outsourced services and their staff are not involved (directly or via any other employer) with the organization to be audited in such a way that impartiality could be affected.
4. Maintain a list of parties approved to provide outsourced services.
5. Implement corrective actions for any breaches of contract or other requirements that it is made aware of.
6. Notify the client ahead of time about the outsourced services in order to allow the client a chance to object.
7. The certification body shall have a process to approve and oversee all parties that provide outsourced services for certification activities, and shall ensure that records are kept on the competences of all staff involved in certification activities.

Note 1: When the certification body uses individuals or staff from other organizations to provide additional resources or technical knowledge, these individuals are not considered outsourcing, as long as they are contracted to work within the certification body's management system.

Note 2: The terms “outsourcing” and “subcontracting” in this document are considered to be interchangeable.

# **Internal audit**

# The certification body shall establish procedures for internal audits, which shall be conducted at least once every 12 months, and may be defined for take place at different intervals in order to verify compliance with the requirements of ABNT NBR ISO/IEC 17021 and ABNT NBR ISO/IEC 17065 for chain of custody and also to determine:

1. If the management system is implemented and maintained effectively.
2. If the staff authorized for forest chain of custody auditing are still competent to conduct audits.
3. If the staff responsible for the audited area are notified of the audit findings.
4. If corrective measures are taken within the appropriate time frame, and
5. If the audit findings are recorded in reports.

# ABNT NBR ISO 19011 provides guidelines about conducting internal audits.

# The certification body shall plan an audit program, considering the importance of the preprocess and areas to be audited, as well as the findings of previous audits.

# The certification body shall ensure that:

1. Internal audits are conducted by qualified staff with knowledge in certification, auditing, and the requirements of the applicable standards.
2. the auditors do not audit their own work.
3. the staff responsible for the audited area are notified of the audit findings.
4. Any actions resulting from internal audits are implemented appropriately and in an appropriate time frame.
5. Any opportunities for improvement are identified.

# Upon request, internal audit findings shall be provided to the PEFC Council and/or PEFC Brazil.

# The management shall conduct a critical analysis of its management system according to the ABNT standards and norms referenced in this document.

# **Transferring certification and licenses for use of the PEFC trademarks**

# Transfer of valid certifications from one emitting certification body to another is permitted.

# The receiving certification body shall be legally established in the country and accredited by INMETRO/CGCRE.

# Each certification body shall include in its contracts with its clients its availability to provide the information necessary to the other certification body upon transferral of a certificate it emitted which is still valid, considering the contents of this document.

# Certificates that are suspended, cancelled, or expired cannot be accepted for transfer.

# One of more qualified staff from the receiving certification body shall conduct a critical analysis of the certification process for the new client. This critical analysis shall be conducted by examination the documentation/records and/or visiting the organization, and shall be duly recorded. At a minimum, the critical analysis should cover the following aspects:

1. The stages of the process already completed up to that time and the stage of the current certification process.
2. Reports from the last annual audit and special audits (for example, potential nonconformities) and current documentation confirming the scope of certification. Analysis of the reports from the current certification cycle is recommended.
3. Reasons for the transfer request.
4. Certificate validity.
5. Consider nonconformities and pending issues from audits.
6. Complaints and appeals received and actions taken.
7. Confirm with the previous certification body that there are no pending financial and/or administrative issues that must be resolved prior to the transfer.

# If the critical analysis identifies pending nonconformities or potential risks, or if there are doubts about the conformity to the existing certification, the certification body should, depending on the level of doubt:

1. Reject the transfer process and start a new certification process; or
2. Accept the transfer process after:
3. Verifying implementation of the corrections and corrective actions related to all pending major nonconformities, and
4. Accepting the correction plans and corrective actions for all pending minor nonconformities.

# If the previous critical analysis does not identify any pending nonconformities or potential risks, the certification body should accept transfer of the certification. In this case, the certification body should agree on a transfer date with the issuing certification body.

# The decision from the previous critical analysis and subsequent actions required shall depend on the nature and extent of the nonconformities found, which should be recorded and presented to the certified organization.

# The scope of certification shall remain the same during the transfer, and may be altered upon audit.

# When transfer is accepted, the receiving certification body shall issue a new certification dated the end of the critical analysis and with the remaining validity from the original certificate, respecting the organization’s certification cycle and considering all the items described in this document.

# The next surveillance or recertification audit shall occur according to the criteria established in this document and shall be conducted according to the deadlines established in the original certification process conducted by the issuing certification body.

# The receiving certification body shall maintain all the documentation and records relative to the certification transfer during the period determined in its quality management system.

# The license to use the PEFC trademarks shall remain valid according to the current contract between the certified organization and certification body, as well as with PEFC Brazil.

# The transfer process shall be reported to INMETRO and PEFC Brazil in advance by the receiving certification body.

# **Activities carried out by foreign certification bodies**

# Foreign certification bodies accredited by INMETRO or a body recognized by the International Accreditation Forum (IAF) in the specific scope may conduct PEFC certification processes as long as they are legally established in Brazil and have a signed contract with PEFC Brazil. In this case, all documentation for the certification process shall be made available in Brazil and in Portuguese.

# **Activities carried out by the accredited certification body by MLA members of IAF**

# Conformity assessment activities carried out by an accredited certification body accredited by a Multilateral Recognition Arrangement (MLA) member of the IAF may be accepted as long as all of the following conditions are observed:

1. The certification body shall sign a Memorandum of Understanding (MoU) with a Brazilian certification body accredited by INMETRO/CGCRE.
2. The certification body shall be accredited by the same international rules adopted by INMETRO, in other words, accredited by a signatory MLA member of the IAF, for the same or equivalent scope.
3. The activities conducted shall be equivalent to those regulated by INMETRO.
4. There is no restriction by the authority that regulates the subject that is undergoing certification.

# The MoU shall be the subject of verification in the periodical accreditation assessments conducted by INMETRO/CGCRE and, at a minimum, shall contain the following conditions:

1. The parties shall agree to maintain the signatories informed about changes in their accreditation status in their country of origin.
2. The parties shall agree on which documents in the certification process issued in languages other than English or Spanish shall be accompanied by a sworn translation into Portuguese.
3. The parties shall clearly define the activities that will be covered by the MoU such as auditing, assessment plan, evaluation of assessment reports, and evaluation of the audit report, for example.

# The certification body that is legally established in the country and accredited by INMETRO/CGCRE shall be responsible for deciding whether certification is granted according to conformity with Brazilian regulations, assuming all responsibilities for activities carried out abroad and resulting from this issuance of certification, as if it were carrying out these activities itself.

# Foreign certification bodies accredited by INMETRO/CGCRE within the specified scope may conduct chain of custody certification processes as long as they are legally established in Brazil. In this case, the documentation for the certification process shall be made available in Brazil and in the Portuguese language.

# The certification body shall comply with the requirements equivalent to the reference standards mentioned in this document.

# The certification body shall also submit the Memoranda of Understanding to INMETRO/CGCRE for analysis and approval, within the scope of this document and the specific conformity requirements established with other certification bodies.

# **Documentation**

# The certification body shall establish and maintain procedures to monitor all documentation and information related to its certification activities.

# These documents shall be reviewed and approved by duly authorized staff prior to issuance or modification.

# A list should be made containing all the applicable documents with their appropriate draft numbers or modification status.

# Distribution of all these documents shall be monitored to ensure that all certification body staff have the appropriate documentation.

# The certification body shall provide, upon request, via publications, electronically, or by other means:

1. Information about the agency responsible for the certification body’s operations for forest management systems or chain of custody.
2. A description of its certification system, including its rules and procedures for granting, maintaining, extending, reducing, suspending, or withdrawing certification.
3. Information about the processes of evaluation and certification.
4. Description of how the certification body obtains financial support and general information about the fees applicable to certified organizations and organizations applying for certification.
5. Description of the rights and responsibilities of certified organizations and requesting organizations, including requirements, restrictions, or limitations on the use of certification and use of the PEFC trademarks.
6. Information about complaints, resources, and litigation procedures.
7. Provide a public summary of certification reports.

# **Record of information on certification bodies and certified organizations in the PEFC database**

# PEFC Brazil shall record:

1. Certificates of organizations certified for forest management and chain of custody issued by certification bodies with notification issued, including information on PEFC certified products.
2. Users of the PEFC trademarks with use licenses issued by PEFC Brazil.
3. Certification bodies with PEFC notification.

# PEFC Brazil shall follow the results for the PEFC Record System and other instructions determined by the PEFC Council.

# PEFC Brazil shall ensure that it can make the data collected publicly available.

# The PEFC database can be accessed at <https://pefc.org/find-certified>

# **Payment of the PEFC certification fee**

# PEFC Brazil charges an annual PEFC certification fee to organizations certified for forest management and/or chain of custody.

# The fee is charged in order to support the activities of PEFC Brazil, which include:

1. Developing documentation related to PEFC Brazil.
2. Engagement, articulation, and marketing activities.
3. Educational activities.
4. Management to promote and respect the PEFC brand in Brazil.
5. Governance of the PEFC system in Brazil.
6. Communication and dissemination of information.

# Certification fees are calculated differently for forest management and chain of custody.

# The fee for forest management is based on the effective production area (measured in hectares). Other areas such as conservation areas are exempt.

# For group forest management certification, the total of the participants’ productive areas is considered.

# The fee for chain of custody is based on the annual gross revenue of the organization, and there are 11 different revenue classes.

# For multi-site chain of custody certification, the total revenues of the units that are part of the scope of certification are considered, regardless of type of organization or products.

# The following fees shall be applied:

|  |  |
| --- | --- |
| **Annual PEFC certification fee for organizations with (or in the process of obtaining) forest management certification** | **ha** |
| **R$/hectare (ha) of productive area** | **0.10** |
| **R$/hectare(ha) Conservation + infrastructure** | **zero** |

|  |  |
| --- | --- |
|  |  |
|  |  |
| **Annual PEFC certification fee for organizations with (or in the process of obtaining) chain of custody certification** | **Amount (R$)** |
| Companies with revenues of up to R$ 0.2 million | 300.00 |
| Companies with revenues from R$ 0.2 million to R$ 1 million | 1,200.00 |
| Companies with revenues from R$ 1 million to R$ 5 million | 2,850.00 |
| Companies with revenues from R$ 5 million to R$ 25 million | 5,200.00 |
| Companies with revenues from R$ 25 million to R$ 100 million | 9,000.00 |
| Companies with revenues from R$ 100 million to R$ 500 million | 17,500.00 |
| Companies with revenues from R$ 500 million to R$ 1 billion | 32,000.00 |
| Companies with revenues from R$ 1 billion to R$ 2 billion | 46,000.00 |
| Companies with revenues from R$ 2 billion to R$ 3 billion | 75,000.00 |
| Companies with revenues from R$ 3 billion to R$ 5 billion | 95,000.00 |
| Companies with revenues over R$ 5 billion | 150,000.00 |

# The fees may be altered, and if necessary the corresponding values may be updated.

# PEFC Brazil shall notify certification bodies and certified organizations about updates to the fee, and this fee will come into effect in the year after PEFC Brazil notifies them of this change in writing.

# PEFC Brazil shall notify the PEFC Council about the fees, when requested.

# If PEFC Brazil determines that a certified organization incorrectly stated its productive area or gross annual revenues, it shall charge the difference in the certification fee value via a corresponding invoice.

# If certification is transferred between certification bodies, the certified organization shall pay the annual certification fee only one time per year.

# The PEFC certification fee charge process includes:

# Initial and recertification audits

1. When certification is recommended, the certification body shall notify PEFC Brazil in writing, along with the report and corresponding documentation, along with area data for forest management or revenue for chain of custody, based on the information provided by the organization.
2. For cases of assessment and recertification, PEFC Brazil shall draft and send the contract to the organization and issue the invoice for the PEFC certification fee.
3. When payment is confirmed and the contract signed, PEFC will notify the certification body, which can proceed with finalizing the audit process and issuing the certificate (and/or recommending certification maintenance).

# Annual surveillance

1. When certification is recommended, the certification body shall notify PEFC Brazil in writing, along with the report and corresponding documentation, including confirmation of area data for forest management or revenue for chain of custody, based on the information provided by the organization.
2. PEFC Brazil shall send the invoice for the certification fee to the certified organization.
3. When payment is confirmed, PEFC Brazil will notify the certification body, which can proceed with finalizing the audit process and recommending certification maintenance.

# **Penalties**

Noncompliance with the requirements contained in the documentation from PEFC Brazil, INMETRO, and the PEFC Council shall lead to warnings, suspension, or cancellation of certification for violators. **Appendix A: Minimum content for public summary of forest management**

As one of the instruments to provide transparency in the process of certification and to society, the certification body shall provide the public with a summary of the process of the initial, maintenance, and recertification audits, which shall contain the following information at a minimum:

* + - 1. Cover
      2. General information about the certificate holder.

1. History and characteristics of the certificate holder.
2. Identification and contact information (address, telephone, and email) for the party responsible for the certified sustainable forest management.
   * + 1. Definition of the scope of certification, identifying the FMUs which are the subject of audit.
       2. Addresses, geographic locations (georeferencing), and description of the FMUs and the management systems, certified area, including a list of species utilized commercially within the scope of certification.
       3. Characterization of the socioeconomic context of the FMUs for initial and recertification audits.
       4. General description of the FMU conformity assessment process:
3. Norms/standards used for assessment.
4. Identification of the certification body, responsible party, and audit team and their roles (for example, auditor, lead auditor, specialist, etc.).
5. Timeline of the assessment process.
6. Description of the stages in the assessment process.
7. Description of the auditing process, including the date the audit will be carried out.
8. Description of the findings from the stakeholder consultation processes.
9. Description of the results from assessments against the requirements in ABNT NBR 14789 or ABNT NBR 15789, including the organizational elements audited, nonconformities, corrective and preventative actions, and deadlines for correction.
   * + 1. Audit conclusions.

**Appendix B: Minimum Content for Public Summary of Chain of Custody**

As one of the instruments to provide transparency in the process of certification and to society, the certification body shall provide the public with a summary of the process of the initial, maintenance, and recertification audits, which shall contain the following information at a minimum:

1. Cover
2. Description of the certified organization
3. History of the organization.
4. Identification of the organization.
5. Contact person.
6. General description of the process, product, and scope of PEFC chain of custody assessment for the certified organization or organization requesting certification, including:
7. Standards utilized for assessment, including trademark use, if applicable.
8. Identification of the certification body, responsible party, and audit team and their roles (for example, auditor, lead auditor, specialist, etc.).
9. Evaluation period (encompassing the dates of the certification process: request, audit).
10. Summary of the audit process.
11. Organization's management system.
12. Parts of the organization and/or sites.
13. Processes/activities, including outsourcing.
14. Product groups and their respective products covered by PEFC chain of custody, including for each site and/or product group, as applicable:

chain of custody method

organization's due diligence system

previous applications for PEFC trademarks

1. Summary description of compliance with the requirements in PEFC ST 2002, including the organizational elements audited, nonconformities, corrective and preventative actions/ deadlines for correction.
2. Audit conclusions

**Appendix C:** Sample contract for certification and PEFC trademark use between the client organization and PEFC Brazil (groups B and C)

PEFC BRAZIL LOGO

Contract No./ Year

Trademark use license number: PEFC/XX-XX-XXXX

**Certification:**

Between:

IPMF (......), hereafter PEFC Brazil, established on X, approved Y

and

  company/institution\_\_\_\_; trade name\_\_\_\_\_; CNPJ\_\_\_\_; hereafter Organization, located at (address) \_\_\_\_; legal representative\_\_\_; title\_\_\_\_\_; identifying document\_\_\_\_\_ with the following scope: \_\_\_\_\_\_.

Whereas the PEFC Council manages the Programme for the Endorsement of Forest Certification and is owner and holds the copyright for the PEFC logo and initials, which are registered trademarks; Unauthorized use is prohibited and may involve legal implications.

 Whereas IPMF, the Instituto Pró Manejo Florestal (henceforth PEFC Brazil), is the entity authorized by the PEFC Council, which administers the Program for Endorsing Forest Certification Schemes (henceforth PEFC Council), as the National Governing Body responsible for administering PEFC Brazil, the national forest certification system;

Whereas the organization maintains its PEFC certification (for forest management: and/or chain of custody) in line with its approved scope;

Whereas the organization shall receive a license with an exclusive number authorizing use of the PEFC trademarks according to the most recent version of PEFC ST 2001 PEFC Trademarks Rules;

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

1. **Object**
   1. This agreement grants the organization certification, during the period the organization's certification contract with the certification body is valid, and defines conditions for charging the certification fee and

1.2 Grants the license to use PEFC trademarks.

1. **RESPONSIBILITIES OF THE ORGANIZATION**
   1. The organization is obliged to:
2. Hold and maintain valid certification, as well as its approved scope of certification (according to applicable norms ABNT NBR 14789, ABNT NBR 15789, or PEFC ST 2002, including use of the PEFC trademarks, PEFC ST 2001) , and immediately inform the certification body of any changes. Whenever requested, the organization shall provide updated proof that it is still complying with the requirements to keep its certification current.
3. Pay the annual certification fee. If the fee amount changes, PEFC Brazil and/or the certification body shall notify the organization and the new amount shall take effect in the year following this notification.
4. Not have any pending financial issues (amounts payable) with PEFC Brazil.
5. Recognize, agree with, and comply with all the directives contained in the normative documents of the PEFC Council, ABNT, and PEFC Brazil's procedures.
6. Update information on file with PEFC Brazil.
7. Allow its data to be publicly listed in the PEFC database.
8. Assist in investigating and addressing any applicable complaints received by PEFC Brazil.
9. Accept visits from PEFC Brazil to investigate improper use of the trademark and/or complaints.
10. Not imply in any documents, whether contractual or publicity, that products, processes, systems, or persons have been approved by PEFC Brazil.
11. To utilize the PEFC trademarks, follow PEFC ST 2001 PEFC Trademarks Rules and use the license number issued by PEFC Brazil.
12. When requested, submit an annual report on promotional use of the PEFC trademarks to PEFC Brazil.
13. **The organization declares that it recognizes and agrees that:**
    1. The contractual obligations with its clients are entirely its own responsibility, and consequently the organization commits to defend PEFC Brazil, including legally, in any disputes accusing PEFC Brazil that result from the relationship between the certification body and its clients or staff.
14. **RESPONSIBILITIES OF PEFC BRAZIL**
    1. Grant the license to use the PEFC trademark, along with an exclusive license code.
    2. Provide guidance on use of the PEFC trademarks within 2 weeks of contract signing.
    3. Notify the organization of any changes in the regulations or documentation, at an international or national level, that affect this contract, as well as the validity of the contract between the PEFC Council and PEFC Brazil.
    4. Send the invoice to pay the certification fee, and provide information about the certification process.
15. **VALIDITY AND CONTRACT TERMINATION**
    1. Any of the parties may request termination of this contract 3 (three) months in advance by sending this request to the parties in writing.
    2. Termination or rescission of the organization's certification shall result in the automatic termination of this contract, effective on the same date as partial suspension, suspension, termination, or rescission of the accreditation. In cases of partial or total suspension, PEFC Brazil may terminate this contract immediately, at its discretion.
    3. Certification and/or PEFC trademark use licensing may be suspended or terminated by PEFC Brazil if any of the clauses of this contract are violated.
    4. PEFC Brazil may temporarily rescind the contract with immediate effects when suspected violations of the contract or of the PEFC trademark use rules are being investigated, and this rescindment will remain in effects for a maximum of 1 (one) month after the organization provides an explanation of the suspected undue use. PEFC Brazil may revert the temporary rescission when the organization proves that corrective measures approved by PEFC have been implemented.
    5. PEFC Brazil is not obligated to pay indemnification for any costs or other damages caused to the organization resulting from suspension or rescission of the accreditation.
16. **CONTRACT VALIDITY**
    1. This contract becomes valid upon signing.

1. **APPLICABLE LAWS AND ARBITRATION**
   1. This contract is subject to Brazilian law.
   2. This present contract and the relationship between the parties are governed by and interpreted according to the laws of the Federal Republic of Brazil.
   3. Any disputes arising out of this agreement shall be settled by the Capital District Court of the State of São Paulo.

1. **DATA PROTECTION**

The parties agree to comply with the obligations incurred by applicable laws related to data protection, including but not limited to the Brazilian General Data Protection Law (Law 13.709/2018).

1. **ANTI-CORRUPTION**
   1. The parties declare and ensure, under penalty of law, that:
   2. They have the legal, financial, and technical capacity to assume the commitments and responsibilities contained in this contract.
   3. They are in compliance with, promise that during the entire period that this contract is valid, will be in compliance with all laws, regulations, and applicable codes of best practice in the market.
   4. They will comply with Law 12.846/2013 and Decree 8.420/2015, Law 9.613/1998 and Law 8.429/1992, as well as any other applicable legislation governing anti-corruption, money laundering, or administrative improbity.
   5. They will always act in good faith, according to high ethical standards and honesty, recognizing that activities that appear unethical are unacceptable.
   6. If noncompliance with anti-corruption measures is proven, the responsible party will be considered to have defaulted on the contract, leading to immediate rescission of this present contract by the other party, at their exclusive discretion.

São Paulo, date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NAME NAME

TITLE TITLE

PEFC BRASIL ORGANIZAÇÃO

**Appendix D: Sample contract between certification body (Group D) and PEFC Brazil: notification and use of PEFC trademark**

PEFC BRAZIL LOGO

Contract No./ Year

Trademark use license number: PEFC/XX-XX-XXXX

Between:

IPMF (......), hereafter PEFC Brazil, established on X, approved Y

and

  company/institution\_\_\_\_; certification body/code\_\_\_\_\_; CNPJ\_\_\_\_; hereafter Certification Body, having its registered office at (address)\_\_\_\_; legal representative\_\_\_, title\_\_\_\_\_; identifying document\_\_\_\_\_.

Whereas the PEFC Council manages the Programme for the Endorsement of Forest Certification and is owner and holds the copyright for the PEFC logo and initials, which are registered trademarks; unauthorized use is prohibited and may involve legal implications;

 Whereas IPMF, the Instituto Pró Manejo Florestal (henceforth PEFC Brazil), is the entity authorized by the PEFC Council, which administers the Program for Endorsing Forest Certification Schemes (henceforth PEFC Council), as the National Governing Body responsible for administering PEFC Brazil, the national forest certification system;

Whereas the certification body operates PEFC certification (for forest or chain of custody) in accordance with its current accreditation with INMETRO or, for chain of custody certification, with another accreditation body recognized by the International Accreditation Forum (IAF) and in line with its approved scope;

Whereas the certification body utilizing the PEFC trademark shall be granted a license with an exclusive number authorizing use of the PEFC trademarks according to the most recent version of PEFC ST 2001 PEFC Trademarks Rules;

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

1. Object
   1. This agreement grants the certification body the ability to notify the issuance of PEFC certificates in Brazil, during the duration of the certification body's contract with the accreditation body, and grants the license to use PEFC trademarks.
   2. PEFC Brazil recognizes the certificates issued by the notified certification body, according to its scope of accreditation.
2. RESPONSIBILITIES OF THE CERTIFICATION BODY
   1. The certification body is obliged to:
3. Hold and maintain valid accreditation issued according to Appendix 6 - *Certification and Accreditation Procedures*, and immediately report any changes in accreditation to the accreditation body. At the beginning of each year, or whenever requested, the certification body shall provide updated proof that it is still complying with the requirements to keep its accreditation current.
4. Recognize, agree with, and comply with all the directives contained in the normative documents of the PEFC Council, ABNT, and PEFC Brazil's procedures, including requirements for auditor qualifications.
5. Operate PEFC forest management and/or chain of custody certification in accordance with current norms (ABNT), including verification of PEFC trademark use when applicable.
6. Provide PEFC Brazil with updated information on audit findings, sample certificates, and related information according to established timelines, along with any changes made.
7. Update information on file with PEFC Brazil.
8. Allow its data to be publicly listed in the PEFC database.
9. Assist in investigating and addressing any complaints received by PEFC Brazil that have been forwarded by the certification body to be addressed.
10. Not imply in any documents, whether contractual or publicity, that products, processes, systems, or persons have been approved by PEFC Brazil.
11. To utilize the PEFC trademarks, follow PEFC ST 2001 PEFC Trademarks Rules and use the license number issued by PEFC Brazil.
12. Deliver an annual report on promotional use of the PEFC trademarks to PEFC Brazil.
13. Within a maximum of 5 (five) business days, notify PEFC Brazil of any changes related to conditions or operations that affect compliance with the normative standards and other documents of PEFC Brazil, including its competence or its scope of accreditation.
14. Notify the certified organization that issuance of forest management and/or chain of custody certificates is conditional upon a current signed contract with PEFC Brazil and payment of the respective certification fee. The certification body may not issue a certificate until it has received written authorization from PEFC Brazil.
15. Notify the certified organization about which data are reported to PEFC Brazil and that this information (except for data related to revenue or other confidential information) is publicly available on the PEFC website.
16. Notify the certified organization about how to obtain the license to use PEFC trademarks.

1. The certification body declares that it recognizes and agrees that:
   1. The contractual obligations with its clients are entirely its own responsibility, and consequently the certification body commits to defend PEFC Brazil, including legally, in any disputes accusing PEFC Brazil that result from the relationship between the certification body and its clients or staff.

1. RESPONSIBILITIES OF PEFC BRASIL
   1. Recognize the certificates issued by the certification body in accordance with this contract.
   2. Grant the license to use the PEFC trademarks, along with an exclusive license code.
   3. Provide guidance on use of the PEFC trademarks within 2 weeks of contract signing.
   4. Notify the certification body of any changes in the regulations or documentation, at an international or national level, that affect this contract, as well as the validity of the contract between the PEFC Council and PEFC Brazil.
   5. Notify the certification body when a certified organization (or an organization in the process of certification) signs its respective contract with PEFC Brazil, and authorize the certification body in writing to issue the applicable certification.
   6. Notify the certification body of any situations involving the contractual relationship between the certified organization and PEFC Brazil, as well as any pending financial issues, that might affect the validity of the certification of the certified organization.
2. VALIDITY AND CONTRACT TERMINATION
   1. Any of the parties may request termination of this contract 3 (three) months in advance by sending this request to the parties in writing.
   2. Termination or rescission of the certification body's accreditation shall result in the automatic termination of this contract, effective on the same date as partial suspension, suspension, termination, or rescission of the accreditation. In cases of partial or total suspension of the certification body's accreditation, PEFC Brazil may terminate this contract immediately, at its discretion.
   3. PEFC notification and/or PEFC trademark use licensing may be suspended or terminated by PEFC Brazil if any of the clauses of this contract are violated.
   4. PEFC Brazil may temporarily rescind the contract with immediate effects when suspected violations of the contract or of the PEFC trademark use rules are being investigated, and this rescindment will remain in effects for a maximum of 1 (one) month after the certification body provides an explanation of the suspected undue use. PEFC Brazil may revert the temporary rescission when the certification body proves that corrective measures approved by PEFC have been implemented.
   5. PEFC Brazil is not obligated to pay indemnification for any costs or other damages caused to the certification body resulting from suspension or rescission of the accreditation.

1. CONTRACT VALIDITY
   1. This contract becomes valid upon signing.

1. APPLICABLE LAWS AND ARBITRATION
   1. This contract is subject to Brazilian law.
   2. This present contract and the relationship between the parties are governed by and interpreted according to the laws of the Federal Republic of Brazil.
   3. Any disputes arising out of this agreement shall be settled by the Capital District Court of the State of São Paulo.

1. DATA PROTECTION

The parties agree to comply with the obligations incurred by applicable laws related to data protection, including but not limited to the Brazilian General Data Protection Law (Law 13.709/2018).

1. ANTI-CORRUPTION
   1. The parties declare and ensure, under penalty of law, that:
2. They have the legal, financial, and technical capacity to assume the commitments and responsibilities contained in this contract.
3. They are in compliance with, and promise that during the entire period that this contract is valid will be in compliance with, all laws, regulations, and applicable codes of best practice in the market.
4. They will comply with Brazilian Law 12.846/2013 and Decree 8.420/2015, Law 9.613/1998 and Law 8.429/1992, as well as any other applicable legislation governing anti-corruption, money laundering, or administrative improbity.
5. They will always act in good faith, according to high ethical standards and honesty, recognizing that activities that appear unethical are unacceptable.
6. If noncompliance with anti-corruption measures is proven, the responsible party will be considered to have defaulted on the contract, leading to immediate rescission of this present contract by the other party, at their exclusive discretion.

São Paulo, date

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NAME NAME

TITLE TITLE

PEFC BRASIL USER