# **Introduction**

IPMF, the Instituto Pró Manejo Florestal (henceforth PEFC Brazil), is the entity authorized by the Programme for the Endorsement of Forest Certification (henceforth PEFC Council) as the National Governing Body responsible for administering PEFC Brazil, the national forest certification system.

Diagrama

Descrição gerada automaticamente

# **Objective**

# This document describes the procedures for issuance of licenses to utilize PEFC trademarks in Brazil.

# **Scope**

This procedure is directed toward all accredited certification bodies and certification organizations that utilize the PEFC trademarks, as well as organizations that wish to use the PEFC label one time (one-off use). The updated list of [certification bodies](https://www.pefc.org/find-certification-bodies) and [certified organizations](https://www.pefc.org/find-certified) can be found on the PEFC website (pefc.org).

# **Normative references**

The most recent versions of the documents listed below (including any amendments) shall be considered, or the document that substituted these documents shall be applied.

* PEFC GD 1004 - Administration of PEFC scheme
* PEFC GD 1005 – Issuance of PEFC Logo use licenses by the PEFC Council
* PEFC ST 2001 – PEFC Trademarks Rules – Requirements
* PEFC ST 2002: Chain of Custody of Forest and Tree Based Products - Requirements
* PEFC ST 2003 - 2020 - Requirements for CBs operating certification against the PEFC International CoC standard
* GLI 4/2007 – PEFC Coding System
* Annex 6 - Certification and Accreditation Procedures
* [Accepted abbreviation and translations of the PEFC International chain of custody claims](https://cdn.pefc.org/pefc.org/media/2021-04/a3605e96-d5f9-4178-806a-20d12b43442a/134a8282-fc01-5622-b734-a6bf58be06e9.pdf) (Abreviações e traduções aceitas das declarações de cadeia de custódia do PEFC International).
* ABNT NBR ISO 14021- Rótulos e declarações ambientais [Environmental Labels and Declarations]
* 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]

# 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: Brazilian Association of Technical Standards

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

NGB: National Governing Body

PEFC: Programme for the Endorsement of Forest Certification

PEFC Brazil: the Brazilian Forest Certification Program

# **Terms and definitions**

**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.

# **General conditions for issuance of PEFC trademark usage licenses**

# The PEFC trademarks include the initials and the logo, as well as related declarations. PEFC Brazil has been authorized by PEFC to issue PEFC trademark usage licenses in Brazil.

# The scope of use for PEFC trademarks on products includes:

a) Use of the PEFC trademarks directly on certified products.

b) Indirect use on the product via any reference that may be interpreted or understood as indicating that the product itself is certified or contains PEFC certified material, such as in the media or in marketing materials to communicate that the product is PEFC certified.

c) Direct or indirect use on the product to refer to any PEFC certified material used in a production process for a certain product.

Additionally, the PEFC trademarks can be used for purposes including promotion, education, identification of certificate holders, as described in item 11.2.

# General conditions:

1. Use of the PEFC trademarks shall comply with the contents of this document and the current versions of PEFC ST 2001, PEFC GD 1005, and PEFC GLI 4.
2. User(s) of the PEFC trademarks shall sign a contract with PEFC Brazil issuing the license to use PEFC trademarks.
3. The authorization issued includes a license number that is exclusive to that user of the PEFC trademarks, in accordance with GLI 4/2007 – *PEFC Coding System*.
4. In cases where PEFC certification covers various legal entities (group certification, for example), or when multi-site certification covers various sites that are independent legal entities, each legal entity shall have its own PEFC trademark use license, and sign its own individual contract.
5. The PEFC trademark use license may be rescinded by PEFC Brazil in the following cases:
   1. If the PEFC trademark user does not comply with PEFC ST 2001.
   2. If the contract between PEFC Brazil and the trademark user or between PEFC Brazil and the PEFC Council is terminated.
   3. If the certification is suspended or terminated.
6. In the case of unauthorized use, PEFC Brazil may apply sanctions which are previously stated to the organization.
7. Licensing for the use of the PEFC trademarks shall be issued to legal entities based on the requirements of PEFC ST 2001; the entities shall permit PEFC Brazil to collect and make publicly available identifying data for the certified organization, along with other information specified by PEFC Brazil.

# PEFC Brazil has a mechanism to investigate and oversee compliance with the PEFC Logo Usage Rules, as applicable, and may take appropriate measures, including legal measures if necessary, to protect the PEFC trademarks.

# **PEFC trademark usage groups**

# PEFC GD 1005 - Issuance of PEFC Logo use licenses by the PEFC Council establishes the following PEFC trademark usage groups:

**Usage group A**: PEFC Brazil (*National Governing Body)*, which shall:

1. be a member of the PEFC Council.
2. sign a PEFC Logo Use Contract with the PEFC Council.

**Usage group B**: Organizations with forest management certification, which shall:

1. hold a valid forest management certificate recognized by PEFC.
2. Sign a PEFC Trademark Use Contract with PEFC Brazil (sample contract in Appendix B).

**Usage group C**: Organizations with chain of custody certification, which shall:

1. hold a valid chain of custody certificate recognized by PEFC.
2. Sign a PEFC Trademark Use Contract with PEFC Brazil (sample contract in Appendix B).

PEFC Brazil may issue a license for a multi-site chain of custody that covers all or part of the certificate, as long as:

1. The central office and sites are part of a single legal entity, or
2. The central office and sites are part of a single company with shared organizational structure and management.

This multiple license cannot be issued for a multi-site chain of custody of the sites are independent legal entities without a single organizational structure and management, or if the multi-site organization was created exclusively to obtain PEFC certification.

**Usage group D**: Other users, who shall:

1. identify that the end use of the PEFC trademarks does not conflict with the objectives or good name of the PEFC Council.
2. Sign the PEFC Trademark Use Contract with PEFC Brazil (sample contract in Appendix C for certification bodies and in Appendix D for other users in group D).

This category includes certification bodies and accreditation bodies, among other users.

# **Process for issuance of PEFC trademark use licenses**

# **Usage groups B and C**

# For usage groups B and C:

# Authorization to use the PEFC trademarks is linked to issuance of a certification by the certification body.

# The certification body shall forward the recommendation for certification, audit report, and draft certificate to PEFC Brazil, which in turn will send the organization a contract covering the certification fee and the trademark use license.

# After signing the contract and approval of the certificate by PEFC Brazil, the certification body issues the certificate (for user groups B and C).

# The respective certification body shall include verification of PEFC trademark use by the certified organization in subsequent maintenance audits; improper use may lead to nonconformities or suspension of trademark use authorization.

# **Usage group D**

# For usage group D:

# All users in group D except certification bodies shall request trademark use permission from PEFC Brazil by filling out the PEFC trademark use authorization request form (sample form in Appendix A) and subsequently sign the trademark use license contract with PEFC Brazil.

# Certification bodies shall receive the contract that requires PEFC notification and the trademark use license from PEFC Brazil.

# The license is renewed annually by presenting the PEFC trademark use report and/or if there are changes in trademark use.

# PEFC Brazil shall send the organization its license number, along with guidelines and credentials (login and password) to access the PEFC trademark use portal (*Labels Generator*).

# **Validity of PEFC trademark use licenses**

# The licenses shall be valid for the following periods of time:

1. Usage group A: Validity of the contract.
2. Usage group B: Validity of the PEFC forest management certificate.
3. Usage group C: Validity of the PEFC chain of custody certificate.
4. Usage group D: Validity of the contract.

# **One-off use of the PEFC trademarks**

# PEFC Brazil may allow a one-off usage of the PEFC trademarks for off-product purposes to users without an individual license (e.g. in newspapers, reports, publications, etc.) under the following conditions:

1. The use shall not conflict with the objectives or good name of the PEFC Council.
2. The PEFC trademarks shall be used with the PEFC Council registration number (PEFC/01-00-01).
3. The disclaimer "Reproduced with the permission of PEFC Brazil" shall be used along with the PEFC trademarks.

# One-off use of the PEFC trademarks shall be requested from PEFC Brazil by filling out Appendix B.

# **Additional requirements for use of PEFC trademarks**

The requirements described here are based on PEFC ST 2001 PEFC Trademarks Rules and PEFC certification standards for forest management and chain of custody.

* 1. Only PEFC certified products under an approved certification scope should be claim as such. Sales and/or delivery documents for products commercialized as certified must include at least the following information:

1. the PEFC claim for each certified product. For forest management the declaration is 100% PEFC Certified. Chain of custody includes other claims as defined in this document.
2. the numbering of the certificate of conformity corresponding to the origin (certified organization or forest management unit(s)).

# **Certified product labeling**

# **Minimum percentage for "PEFC Certified" product label:**

1. To use the "PEFC Certified" label, the certified product must contain a minimum of 70% "PEFC certified" material, and the content of recycled material of forest origin must be lower than 100%.
2. To use the "PEFC Recycled" label, the certified product must be exclusively made from recycled material.
3. For certified products that utilize recycled raw material, this must be indicated in percentage terms on the Mobius loop symbol. Use of the Mobius loop symbol must be in accordance with the ABNT NBR ISO 14021 standard.

# **Message accompanying the PEFC label on certified products:**

1. For products made exclusively of PEFC certified material: “This product [or product name] is from sustainably managed forests.”
2. For products made of PEFC certified material and controlled sources: “This product [or product name] is from sustainably managed forests and controlled sources."
3. If the certified product also contains certified recycled material: “This product [or product name] is from sustainably managed forests, recycled and controlled sources."
4. For products made exclusively of recycled certified material: “This product [or product name] is from recycled sources.”

# Labels and messages can be accessed from the PEFC *Labels Generator*, and use is authorized by PEFC Brazil.

# Only users in group C can use the PEFC trademarks on products.

# **Off-product usage of the PEFC trademarks**

# **Off-product use of the PEFC label**

# The promotional label available in the PEFC *Labels Generator* should be used.

Users in groups A, B, and D shall only use the PEFC trademarks off the product for promotional purposes, for example.

# **PEFC claim for off-product use:**

The generic claim is “Promoting sustainable forest management." Other claims are available in PEFC ST 2001. This claim can be utilized without the promotional label, accompanied by the organization's trademark use license number.

# **PEFC chain of custody claims**

All sales of PEFC-certified material must be accompanied by a PEFC chain of custody claim. Certified entities use these claims to declare the PEFC-certified status of their material/product, and are placed on sales and delivery documentation. The PEFC declaration can also be used for declarations of certified products, according to the approved scope.

According to the PEFC Chain of Custody standard, PEFC ST 2002:2020, there are three PEFC chain of custody claims:

• X% PEFC certified (PT: x% Certificado PEFC)

• PEFC controlled sources (PT: Fontes Controladas PEFC)

• 100% PEFC Origin (PT: 100% de Origem PEFC)

Note: The list of accepted translations and abbreviation can also be used by entities certified against PEFC ST 2002:2013, except for the 100% PEFC Origin claim. The 100% PEFC Origin claim is not valid under PEFC ST 2002:2013.

The declaration x% PEFC Certificate may be abbreviated to x% PEFC as required.

When PEFC-certified companies sell material to companies based in countries where the same language is not spoken, the PEFC chain of custody claims shall be used in its official version in English, as per the PEFC ST 2002:2020. The official claims in English can be used in all cases.

# **Appendix: Sample request to use the PEFC trademarks (usage group D, except certification bodies)**

*I. Applicant's identification data*

| Organization (individual) name: |  |
| --- | --- |
| Address: |  |
| Contact person: |  |
| Phone: |  |
| E-mail: |  |

*II. Purpose of PEFC trademark use (promotional use, one-off use, etc.)*

| Type of trademark use (promotional use, one-off use, etc.): |  |
| --- | --- |
| Where trademark(s) will be used: |  |
| Quantity of material to be produced: |  |
| Time of ese: |  |
| Will the material be discarded later? |  |
| Notes: |  |

# **Appendix: Sample contract for usage groups B and C: PEFC trademark use license and certification fee**

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: Sample contract between certification body (group D) and PEFC Brazil**: **notification PEFC Brazil 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.
17. **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.
18. **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.
19. **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.
20. **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.
2. **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

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

NAME NAME

TITLE TITLE

PEFC BRASIL USER

# **Appendix: sample contract for PEFC trademark use license with other usage group D users**

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\_\_\_\_; CNPJ\_\_\_\_; hereafter PEFC Trademark User, address\_\_\_\_; Legal representative\_\_\_; title\_\_\_\_\_; Identification 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 PEFC trademark user is in usage group D and shall receive a license with an exclusive number authorizing use of the PEFC trademark according to the most recent version of PEFC ST 2001 PEFC Trademarks Rules;

Therefore the above said parties agree to the following:

* + - 1. **Object**

1.1. This present contract grants the organization license to use PEFC trademarks, linked to an exclusive license number.

* + - 1. **RESPONSIBILITIES OF PEFC LOGO USER:**

a) Recognize, agree with, and comply with all the directives contained in the normative documents of the PEFC Council, ABNT, and PEFC Brazil's procedures which are available on its website, as well as any potential changes and supplementary documentation that may be developed by PEFC Brazil.

b) Update registration information on file with PEFC Brazil.

c) Allow its data to be publicly listed by PEFC Brazil.

d) Assist in investigating and addressing any complaints received by PEFC Brazil that have been forwarded to be addressed.

e) Not imply in any documents, whether contractual or publicity, that products, processes, systems, or persons have been approved by PEFC Brazil.

f) When using the PEFC trademarks, follow the most recent version of PEFC ST 2001 PEFC Trademarks Rules and use the license number issued by PEFC Brazil.

g) Ensure competence and recognition of current standards for use of the PEFC trademarks.

h) Deliver an annual report on promotional use of the PEFC trademarks to PEFC Brazil.

i) Notify PEFC Brazil within a maximum of 5 (five) business days about any alterations to its data or changes related to conditions or operations that could affect compliance with the clauses in this contract.

* + - 1. **RESPOISIBILITIES OF PEFC BRASIL**

3.1. Grant the PEFC trademark use license along with an exclusive license code, and renew this license annually or whenever there is a change in trademark designs, pending analysis of the annual PEFC trademark promotional use report provided by the user, and proof that the user recognizes the current standard for trademark use, if applicable.

3.2. Provide guidance on use of the PEFC trademarks within 2 weeks of contract signing.

3.3. Report 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.

* + - 1. **VALIDITY AND CONTRACT TERMINATION**

4.1. Any of the parties may request termination of this contract 3 (three) months in advance by sending this request to the parties in writing.

4.2. The trademark use license may be suspended or terminated by PEFC Brazil if any of the clauses of this contract are violated.

4.3. 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 effect for a maximum of 1 (one) month after the PEFC trademark user provides an explanation of the suspected undue use. PEFC Brazil may revert the temporary rescission when the PEFC trademark user proves that corrective measures approved by PEFC have been implemented.

4.4. PEFC Brazil is not obligated to pay indemnification for any costs or other damages caused to the PEFC trademark user as a result of suspension or rescission of the trademark use license.

* + - 1. **CONTRACT VALIDITY**

5.1. This contract becomes valid upon signing.

* + - 1. **APPLICABLE LAWS AND ARBITRATION**

6.1. This contract is subject to Brazilian law.

6.2. This present contract and the relationship between the parties are governed by and interpreted according to the laws of the Federal Republic of Brazil.

6.3. 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 BRAZIL USER

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