

PEFC trademarks usage contract

Between

(1) **PEFC Norway**, having its registered office at Rådhusgata 23 B, 0158 Oslo.

And

(2) **[Company xx]**, having its registered office at [address].

Hereafter, the “trademarks user(s)”.

Whereas **[Company xx]** is a trademarks user under the trademarks user group [B,C or D: name of group], as defined in PEFC ST 2001, *Trademarks Rules – Requirements*.

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

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

the PEFC logo;



and the PEFC initials.

Whereas PEFC Norway is acting in Norway on behalf of the PEFC Council;

Whereas the trademarks user is to be granted a licence for the use of the PEFC trademarks with the licence number **PEFC/xx-xx-xx** and to be allowed to use the PEFC trademarks according to PEFC ST 2001, *Trademarks Rules - Requirements* and to this contract;

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

Article 1: Normative references

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

PEFC ST 2001, *Trademarks Rules – Requirements*

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

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

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

1. Off-product usage

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

2. On-product usage

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

Article 3: Ownership of the PEFC trademarks

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

Article 4: Responsibilities of the trademarks user(s)

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

Article 5: Responsibilities of PEFC Norway

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

Article 6: Penalty

1. PEFC Norway may impose a contractual penalty of an amount being one-fifth the market value of the products to which the unauthorised trademarks use relates, unless the trademarks user(s) proves that such unauthorised use was unintentional. In the latter case the penalty will be limited to NOK 150 000.
2. PEFC Norway has the right to alter the amount of penalty demanded for use of the PEFC trademarks in contravention of the contract. The change shall come into effect in the contract between PEFC Norway and the trademarks user(s) ninety (90) days after the

former has informed the latter, in writing, of the change.

Article 7: Contract Termination

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

Article 8: Data treatment

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

an in-house database in order to keep track of the licences. Upon request, PEFC Norway may provide the trademarks user(s) with information about the personal data it holds. The trademarks user(s) has (have) the right to access or verify its (their) personal data and to have them modified, corrected or deleted at any time. If the trademarks user(s) would like to exercise one of these data protection rights, he/she can contact PEFC at request@pefc.org.

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

Article 9: Validity of the Contract

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

Article 10: Applicable law and place of jurisdiction

1. This contract is subject to Norwegian law.
2. Any disputes arising out of this agreement shall be finally and exclusively settled by the courts of *Norway*, subject to a right of appeal in the court system.

Digitally signed in from both parties.

For and on behalf of
the PEFC Norway

Thomas Husum

For and on behalf of
[Company xx]

[Person xx]