

## ***PEFC Notification Contract***

Between

- (1) **PEFC Norge.**, hereafter “PEFC Norway”, having its registered office at Rådhusgata 23 B, Oslo, Norway on behalf of the PEFC Council

And

- (2) ***Certification Body (CB)***

Whereas *CB* is a PEFC Notified Certification Body operating chain of custody certification which is recognised by PEFC Norway and the PEFC Council;

Whereas PEFC Norway is the national governing body of the Programme for the Endorsement of Forest Certification schemes and the PEFC authorised body;

Whereas the PEFC Notified Certification Body is to be granted a PEFC notification and will be allowed to issue the PEFC recognised forest management and / or chain of custody certificates within the scope of the valid accreditation in Norway;

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

### **Article 1**

#### **Definitions:**

1. PEFC N 01 Norwegian PEFC Certification system for sustainable forestry  
This describes PEFC Norway’s organizational structure, scheme and standard for forestry and wood-supply certification, which forms part of the contractual documentation and is found in the annex of this contract. Norwegian Technical Document is valid as stated now and as may be from time to time altered by PEFC Norway.
2. PEFC N 02, PEFC N 03, PEFC N 04, PEFC N05 and PEFC N07  
These standards forms a part of the contractual documentation of this contract. The standards are valid as stated and as may from time to time is altered by PEFC Norway.
3. PEFC ST 2002, PEFC ST 2003 and PEFC ST 2001  
These standards forms part of the contractual documentation and is found in the annex of this contract. The standards are valid as stated now and as may be from time to time altered by the PEFC Council.
4. Tariffs of PEFC Notification Fee -  
This is the Appendix 3 to the PEFC N 07 Instructions for notified certifications bodies operating forest management and / or chain of custody certification in Norway, which forms part of the contractual documentation and is found in the annex of this contract. Tariffs of PEFC Norway notification fee may be changed by PEFC Norway during the validity of the contract. **Note:** Certified bodies who are already PEFC notified in another country will not be charged for additional notification fee to PEFC Norway.

**Article 2: Responsibilities of the PEFC Notified Certification Body**

The PEFC Notified Certification Body is obliged to:

1. Have and keep valid accreditation issued in compliance with PEFC N 04 – Requirements for certification bodies and accreditation bodies and to inform PEFC Norway immediately about any changes in the accreditation. The PEFC Notified Certification Body will provide, at the beginning of each year as well as each time it is so requested updated, evidence that it still meets the requirements of valid accreditation.
2. Carry out the forest management and / or chain of custody certification against Norwegian Certification System within the scope of the valid accreditation.
3. Provide the PEFC Norway immediately and truthfully with information on every forest management and / or chain of custody certificate issued to an organisation in the country covered by the PEFC notification and /or inform of any changes to already issued certificates within the range of data as specified by PEFC Norway. This includes information necessary to calculate the notification fees.
4. Pay PEFC Norway the annual PEFC notification fee. Make every certificate issued dependent on the certified units paying their invoice issued by PEFC Norway. The amount of the fees is specified in the Tariffs of PEFC Notification Fee and can be changed by PEFC Norway during the validity of the contract.
5. Agree to be listed on the publicly available PEFC Norway and PEFC Council database including the certification body's identification data and/or other data as specified in the internal rules for the PEFC registration system.

**Article 3: Responsibilities of PEFC Norway**

1. PEFC Norway recognises the certificates issued by the PEFC Notified Certification Body in compliance with this contract and provides holders of the certificates with access to the PEFC Logo usage license under the conditions specified by the PEFC Council.
2. PEFC Norway is obliged to inform the PEFC Notified Certification Body of any changes to the PEFC Norway and / or PEFC Council regulations and documentation which affect this contract.

#### **Article 4: Contract Termination**

1. PEFC Norway as well as the PEFC Notified Certification Body may terminate the contract with three month prior notice by a registered letter.
2. PEFC Norway may suspend the contract with the immediate effect if there are reasons to believe that any provision of the PEFC notification contract is not being adhered to.
3. Withdrawal, suspension or the end of the validity of the PEFC Notified Certification Body's accreditation, will result in automatic termination of the contract with effect on the same date as the withdrawal, suspension or the end of the validity of the accreditation.
4. No PEFC notification fee is refunded to the PEFC Notified Certification Body in case of temporary suspension or termination of the contract according to the Article 5, bullet 1, 2 and 3.
5. PEFC Norway is not obliged to pay compensation for any costs or other damages which any temporary suspension or termination causes to the PEFC Notified Certification Body.

#### **Article 5: Validity of the Contract**

The contract enters into force when it has been signed by both parties.

#### **Article 6: Governing Law - Jurisdiction**

This contract is subject to the law of Norway. Any disputes or lawsuits concerning this contract may be brought before common court in Norway.

Signed in duplicate.

In Oslo date.year

In City xx on date.year

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For and on behalf of  
PEFC Norway

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For and on behalf of  
the PEFC Notified Certification Body

