

**26.11.2020**

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# **Issuance of PEFC trademarks usage licences by the SOYDER**

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*<PEFC  
Turkey>  
LOGO &  
MARK*

**SOYDER**

Sürdürülebilir Orman Yönetimi, Ürün ve Hizmetleri Belgelendirme  
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## INDEX

<b>FOREWORD .....</b>	<b>2</b>
<b>INTRODUCTION .....</b>	<b>2</b>
<b>1 SCOPE .....</b>	<b>3</b>
<b>2 NORMATIVE REFERENCES .....</b>	<b>3</b>
<b>3 TERMS &amp; DEFINITIONS.....</b>	<b>4</b>
3.1 Accredited Certificate .....	4
3.2 PEFC Authorized Body .....	4
<b>4 CONDITIONS FOR ISSUANCE OF THE PEFC LOGO .....</b>	<b>5</b>
4.1 General Conditions .....	5
4.2 Specific Requirements.....	6
<b>5 LICENCE CONTRACT.....</b>	<b>7</b>
<b>6 VALIDITY OF LICENSES .....</b>	<b>8</b>
<b>7 PENALTIES .....</b>	<b>9</b>
<b>8 MEASURES TO ENSURE CONFORMITY WITH THE LOGO USAGE RULES .....</b>	<b>9</b>
<b>9 ONE-OFF USE OF THE PEFC LOGO.....</b>	<b>ERROR! BOOKMARK NOT DEFINED.</b>
<b>10 DOCUMENTATION.....</b>	<b>9</b>
<b>11 VERSION HISTORY .....</b>	<b>9</b>
<b>FIGURE 1: LICENSE ISSUANCE PROCESS .....</b>	<b>10</b>

## Foreword

SOYDER (Sürdürülebilir Orman Yönetimi Ürün ve Hizmetleri Belgelendirme Derneği ) is a national organisation with the purpose of facilitating sustainable forest management through forest certification and labelling of wood products. Consumers can trust that products carrying the PEFC label are made of raw material from sustainably managed forests, from recycling and/or non-controversial sources. SOYDER is a work group responsible for the standard setting and the administration of the Turkey PEFC scheme.

PEFC standards are developed within an open and transparent procedure based on consensus and supported by consultation of a variety of stakeholders. Since 2020, SOYDER is full member of PEFC International whose strict endorsement procedure guarantees international recognition.

To improve the readability, the male form is used for all denominations of persons. It refers to both, males and females.

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

Licence holders belonging to group A and D have until the 14th February 2022 to sign the new PEFC trademarks usage contracts that will replace their current PEFC logo usage contracts in order to comply with this document as well as with the respective standards mentioned above. Chain of custody certified entities have until 14 February 2023 to sign new PEFC trademarks usage contracts once they get certified against the 2020 version of the PEFC ST 2002, Chain of Custody, and PEFC ST 2001, PEFC Trademarks Rules - Requirements standards.

## Introduction

The PEFC Council (the Programme for the Endorsement of Forest Certification schemes) is a worldwide organisation promoting sustainable forest management through Forest Management certification, Chain of Custody certification and labelling of forest-based products.

The PEFC logo and labels provide information relating to the origin of forest-based products in sustainably managed PEFC certified forests, recycled and other non-controversial sources.

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

In Turkey, SOYDER is acting on the PEFC Council's behalf as PEFC authorised body, based on an administration contract signed with the PEFC Council in accordance with Guide PEFC GD 1004:2009.

The term "shall" is used throughout this document to indicate those provisions that, reflecting the requirements that are mandatory. The term "should" is used to indicate guidance that, although not mandatory, is provided as a recognised means of meeting the requirements. The term "may" used throughout this standard indicates permission expressed by this standard whereas "can" refers to the ability of a user of this standard or to a possibility open to the user.

## 1 Scope

1.1 This procedure sets out the rules for the issuance of PEFC trademarks usage licences, hereafter “licences”, by the PEFC Council to ensure legally compliant use of the PEFC trademarks in accordance with the PEFC ST 2001, Trademarks Rules - Requirements.

1.2 This procedure is based on PEFC ST 2001 and PEFC GD 1004.

1.3 The PEFC Council only issues licences to entities located in a country without a PEFC authorised body or because a licence cannot be issued by the relevant PEFC authorised body or for any other reasons accepted by the PEFC Council.

1.4 The organisations which is performing activities in Turkey shall apply to the SOYDER to obtain the licence.

1.5 SOYDER only issues the PEFC trademarks usage licenses to entities that are registered in Turkey.

*Note: Entities that are not registered in Turkey shall apply for the PEFC Logo license to the PEFC authorised body of the respective country or to the PEFC Council.*

1.6 Issuance of the PEFC trademark usage licenses is subject to a valid contract signed between SOYDER and the PEFC Council as specified in PEFC GD 1004.

## 2 Normative References

The following internal and external referenced documents are indispensable for the application of this document. For dated references, only the edition cited applies. For undated references, the latest edition of the referenced document (including any amendments) applies:

PEFC ST 2001:2020, *PEFC Trademarks Rules – Requirements*

PEFC ST 2002:2020, *Chain of custody of forest-based products – requirements*

PEFC GD 1004:2009, *Administration of PEFC Scheme*

PEFC-TR-ST-1001 *PEFC-Standard for Sustainable Forest Management in Turkey*

PEFC-TR-ST-1003 *Group Forest Certifications according to the PEFC-System in Turkey – Requirements*

PEFC-TR-ST-1004 *Requirements for Certification Bodies for Forest Management Certification*

PEFC-TR-ST-2002 *Chain of Custody of Forest Based Products - Requirements*

PEFC-TR-ST-2003 *Requirements for Certification Bodies operating CoC- Certification*

PEFC-TR-PR-4004 *Complaint & Appeals Procedure and Rules of Arbitration*

### **3 Terms & Definitions**

#### **3.1 Accredited Certificate**

A certificate issued by a certification body within the scope of its accreditation, which bears the accreditation body's symbol.

#### **3.2 Endorsement and mutual recognition**

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

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

#### **3.3 Forest certification system**

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

#### **3.4 PEFC Authorized Body - SOYDER**

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

#### **3.5 PEFC National Governing Body - SOYDER**

The PEFC National Governing Bodies (PEFC NGB) are independent, national organisations established to develop and implement a PEFC system within their country. A list of the PEFC NGBs and their contact details can be found at the PEFC website, [www.pefc.org/discover-pefc/our-pefc-members/national-members](http://www.pefc.org/discover-pefc/our-pefc-members/national-members).

PEFC NGBs are often also the "PEFC authorised body". SOYDER is PEFC Authorized Body and National Governing Body in Turkey.

#### **3.6 PEFC recognised certificate**

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

Note 1: PEFC endorsed forest certification systems and chain of custody standards are found at the PEFC website <https://www.pefc.org/discover-pefc/our-pefc-members> .

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

### **3.7 PEFC trademarks**

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

- a) The initials “PEFC”; and
- b) The PEFC logo. It consists of two trees surrounded by an arrow. The “PEFC” initials stand underneath it. The PEFC logo shall always be used within the PEFC labels (see also 3.11, definition of PEFC labels).



### **3.8 PEFC trademarks usage licence**

The PEFC trademarks usage licence gives right to the licence holder to use the PEFC trademarks in accordance with the PEFC ST 2001:2020, Trademarks Rules – Requirements and to the PEFC trademarks usage contract.

### **3.9 Off-product usage**

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

### **3.10 On-product usage**

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

### **3.11 3. Retailers and brand owners**

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

## **4 Conditions for issuance of the PEFC Trademark usage licences**

### **4.1 General Conditions**

4.1.1 An entity applying for the licence shall:

- a) be a natural person or a legal entity;
- b) agree to be listed on the publicly available Internet database operated by PEFC Council, *SOYDER* or another body, including the certification body's identification data and / or other data as specified by *SOYDER*;
- c) sign a licence usage contract with *SOYDER* (Appendix).

4.1.2 Complaints and disputes relating to the issuance of the licences shall be handled according *PEFC-TR-PR-4004 Complaint & Appeals Procedure*.

## **4.2 Specific Requirements**

4.2.1. **User group A:** PEFC National Governing Body and PEFC authorised bodies, have signed the PEFC trademarks usage contract with the PEFC Council (PEFC GD 1005:2020 Appendix 1). SOYDER can't sign a contract between User Group A

4.2.2 **User group B:** Entities certified against a PEFC endorsed sustainable forest management (SFM) standard, shall:

- a) hold a valid PEFC recognised forest management certificate,
- b) sign the PEFC trademarks usage contract with the PEFC Council (PEFC GD 1005:2020 Appendix 2).

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

- a) hold a valid, PEFC recognised chain of custody certificate,
- b) sign the PEFC trademarks usage contract with the PEFC Council (PEFC GD 1005:2020 Appendix 3).

4.2.4 The holder of multi-site chain of custody certification operating with franchises or companies where the sites are linked through a common ownership, management or other organisational link can apply for PEFC trademarks usage multi-licence and sign a PEFC trademarks usage contract with the PEFC Council (Appendix 4) covering the whole or a part of the scope of the multi-site certification provided that:

- a) the central office and the sites are a part of a single legal entity or,
- b) the central office and the sites are a part of a single company with a single management and organisational structure.

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

4.2.6 **User group D:** Other users (excluding retailers), shall:

- a) Be organisations and other entities not classified under PEFC trademarks Groups A, B and C,
- b) Be organisations such as trade and industry associations, research and educational institutions, certification bodies, accreditation bodies, governmental organisations, NGOs, etc. Group D also covers organisations within the forest and tree based products chain, where the chain of custody certification does not apply as they are end users of forest and tree based products or are selling the products with claims and/or labels placed on the product by their suppliers,
- c) sign the PEFC trademarks usage contract with the PEFC Council (PEFC GD 1005:2020 Appendix 5).

4.2.6 **User group D:** Other users: (retailers and brand owners) shall:

- a) identify the purpose of the PEFC trademarks usage that does not conflict with the objectives and good name of the PEFC Council,
- b) sign the PEFC trademarks usage contract with the PEFC Council (PEFC GD 1005:2020 Appendix 6).



## 5 Geographical Scope

5.1 The PEFC Council is responsible for the issuance of the PEFC trademarks usage licences in countries with no national PEFC National Governing Bodies (or where NGB members have not yet adopted the administrative responsibilities in their country).

5.2 SOYDER have rights to sign a contract with parties described in 4.2 (without User Group A)

5.3 Additionally, the PEFC Council can issue PEFC trademarks usage licences:

- a) to certification bodies operating in more than one country,
- b) to retailers operating internationally, in cooperation with NGBs.

## 6 Data Management Procedure

6.1. In order to issue a PEFC trademarks usage licence, PEFC Council and SOYDER may collect some personal data on the trademarks user. The personal data collected includes: full name of the contact person, e-mail 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 SOYDER websites), and PEFC and / or SOYDER may share them with third parties only limited and exclusively for certification purposes. These data are indispensable to ensure the PEFC certification system operations, such as to trace validity of trademarks licences and certified products, by consumers and third parties.

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

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

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

## 7 Licence Contract

7.1 The logo user shall sign a license contract with SOYDER.

7.2 The license contract shall clearly define the extent to which the logo may be used, i.e. the logo user group as well as the scope of PEFC logo usage. In addition, the logo user shall be committed by the contract to conform to the logo rules (*PEFC ST 2001:2020*) of the PEFC logo.

7.3 The license contract can be dissolved in the following cases:

- a) Termination by one of the parties with a period of notice of three months after written announcement.
- b) Termination by SOYDER when the logo user does not comply with the logo usage rules (*PEFC ST 2001:2020*) other requirements of a license contract. If there is reason to believe that there has been an infringement of this contract or the PEFC Logo Usage Rules – Requirements, then the license may, after prior warning, be

suspended with immediate effect. If the licensee proves, that there is no infringement of the contract then the licence shall be re-issued with immediate effect.

- c) (User group B) The denial, suspension or the expiry of validity of the PEFC endorsed forest management certificate or of the participation certificate automatically leads to the prompt termination of the agreement on the day of denial, suspension or the expiry of validity of the PEFC endorsed forest management certificate or of the participation certificate.
- d) (User group C) The denial, suspension or the expiry of validity of the PEFC endorsed CoC certificate automatically leads to the prompt termination of the agreement on the day of denial, suspension or the expiry of validity of the PEFC endorsed forest management certificate or of the participation certificate.
- e) The termination, suspension or the expiry of validity of the contract between SOYDER and the PEFC Council automatically leads to the prompt termination of the agreement on the day of termination, suspension or the expiry of validity of this contract.
- f) The termination, suspension or expiry of validity of the endorsement of the Turkey PEFC scheme by PEFC international automatically leads to a prompt cancellation of all logo licenses on user group B on the day of the termination, suspension or expiry of validity of the endorsement of the Turkey PEFC scheme.

## 8 Validity of licences

Licences are valid for the following time periods

- a) **User group A:** The PEFC trademarks usage contract enters into force when it has been signed by both parties and remains valid whilst the PEFC Council membership is valid and as long as the trademarks user uses the PEFC trademarks in accordance with the PEFC ST 2001, *Trademarks Rules – Requirements*, as stated now and as may be amended by the PEFC Council from time to time.
- b) **User group B:** The PEFC trademarks usage contract enters into force when it has been signed by both parties. It remains valid whilst the PEFC forest management recognised certificate is valid and as long as the trademarks user uses the PEFC trademarks in accordance with the PEFC ST 2001, *Trademarks Rules – Requirements*, as stated now and as may be amended by the PEFC Council from time to time.
- c) **User group C:** The PEFC trademarks usage contract enters into force when it has been signed by both parties. It remains valid whilst the PEFC chain of custody recognised certificate is valid and as long as the trademarks user uses the PEFC trademarks in accordance with the PEFC ST 2001, *Trademarks Rules – Requirements*, as stated now and as may be amended by the PEFC Council from time to time.
- d) **User group D (both types):** The PEFC trademarks usage contract enters into force when it has been signed by both parties and has a validity of one year and is automatically renewed annually whilst the trademarks users fulfil its responsibilities and use the PEFC trademarks in accordance with the PEFC ST 2001, *Trademarks Rules – Requirements*, as stated now and as may be amended by the PEFC Council from time to time and the contract.

## 9 Application for a PEFC Trademarks usage licence

In order to apply for a PEFC trademarks usage licence, organisations can apply directly using the PEFC label generator.

## 10 Penalties

10.1 *SOYDER* may impose, in case of user group B and C, a contractual penalty of an amount being one-fifth the market value of the products to which unauthorised use relates, unless the logo user proves that such unauthorised use was unintentional. In the latter case the penalty will be limited to 5.000 EUR.

10.2 *SOYDER* has the right to alter the amount of penalty demanded for the use in contravention of the contract. The change shall come into effect in the contract between *SOYDER* and the logo user three months and five days after the former has informed the latter, in writing, of the change.

## 11 Measures to ensure conformity with the logo usage rules

11.1 Where necessary, the logo user shall inform *SOYDER* about the usage of the logo/label, which is verified by (in the case of user groups B and C) by the respective certification body.

11.2 *SOYDER* shall implement the required measures, including legal action, to protect the PEFC logo and to appropriately respond to any violation of the logo usage rules.<sup>2</sup>

## 12 One-off use of the PEFC trademarks

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

- a) this licence shall be limited to the one specified use,
- b) the use shall not conflict the objectives and good name of the PEFC Council,
- c) the PEFC trademarks shall be used with the PEFC Council licence number (PEFC/01-00-01),
- d) the disclaimer "Reproduced with the permission of the PEFC Council" shall be placed visibly together with the PEFC trademarks.

The application for the one-off use shall be made via the PEFC label generator.

## 13 Documentation

Appendix 1 – Contract	Appendix 2 – Application Form	Appendix 3 – One-Off Use of the PEFC Logo

## 14 Version History

14.1 The following list presents a list of changes to this quality document over time.

Revision Status	Revision Date	Description of Revision	Prepared by	Controlled by	Approved by
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<sup>2</sup> *SOYDER* requires certification bodies to assess the compliance with the PEFC Logo Usage Rules (PEFC ST 2001:2008 and PEFC ST 2001:2020) as a part of the relevant audits.

IFR	06.10.2020	Issued for review from PEFC Council	SYI	GKO	GKO
IFA	26.11.2020	The PEFC Turkey statement has been changed to SOYDER. Issued for approval by PEFC Council	SYI	GKO	GKO

**Figure 1: License Issuance Process**

