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PEFC Notification of Certification Bodies operating Forest Management System and/or Chain of Custody Certification in Poland



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PEFC Notification of Certification Bodies operating Forest Management System and/or Chain of Custody Certification in Poland

1 Objectives

This procedure describes the requirements for PEFC notification of certification bodies operating chain of custody certification under the Polish PEFC Forest Certification System in Poland.

2 Scope

As Forest Research Institute (IBL) is the PEFC National Governing Body (NGB) in Poland in which the certification body is providing PEFC recognized certification, the certification body shall apply to IBL to obtain the PEFC notification using the application form as shown in Appendix I.

3 Normative references

PEFC GD 1008:2019 PEFC *Information and Registration System – Data Requirements*

PEFC PL 1003:2022 Sustainable forest management - Requirements

PEFC PL 1004:2022 Group forest certification - Requirements

PEFC ST 2001:2020 PEFC Trademarks Rules - Requirements

PEFC ST 2002:2020 *Chain of custody of Forest and Tree Based Products – Requirements*

PEFC ST 2003:2020 *Requirements for Certification Bodies Operating Certification against the PEFC International Chain of Custody Standard*

PN-EN ISO/IEC 17021-1:2015 *Conformity assessment - Requirements for bodies providing audit and certification of management systems - Part 1: Requirements*

PN-EN ISO 19011:2018 *Guidelines for auditing management systems*

PN-EN ISO/IEC 17065:2013 *Conformity assessment - Requirements for bodies providing certification of products, processes and services*

4 Terms and definitions

4.1 Accredited certificate

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

4.2 Authorised body

An entity authorised by the PEFC Council to administer the PEFC scheme on behalf of the PEFC Council.

Note: The authorised body is the PEFC National Governing Body

4.3 Notification

Formal recognition of a certification body to operate forest management and / or chain of custody certification against the Polish PEFC scheme on the territory of Poland.

5 Conditions for IBL Notification

The certification body applying for PEFC notification from IBL shall:

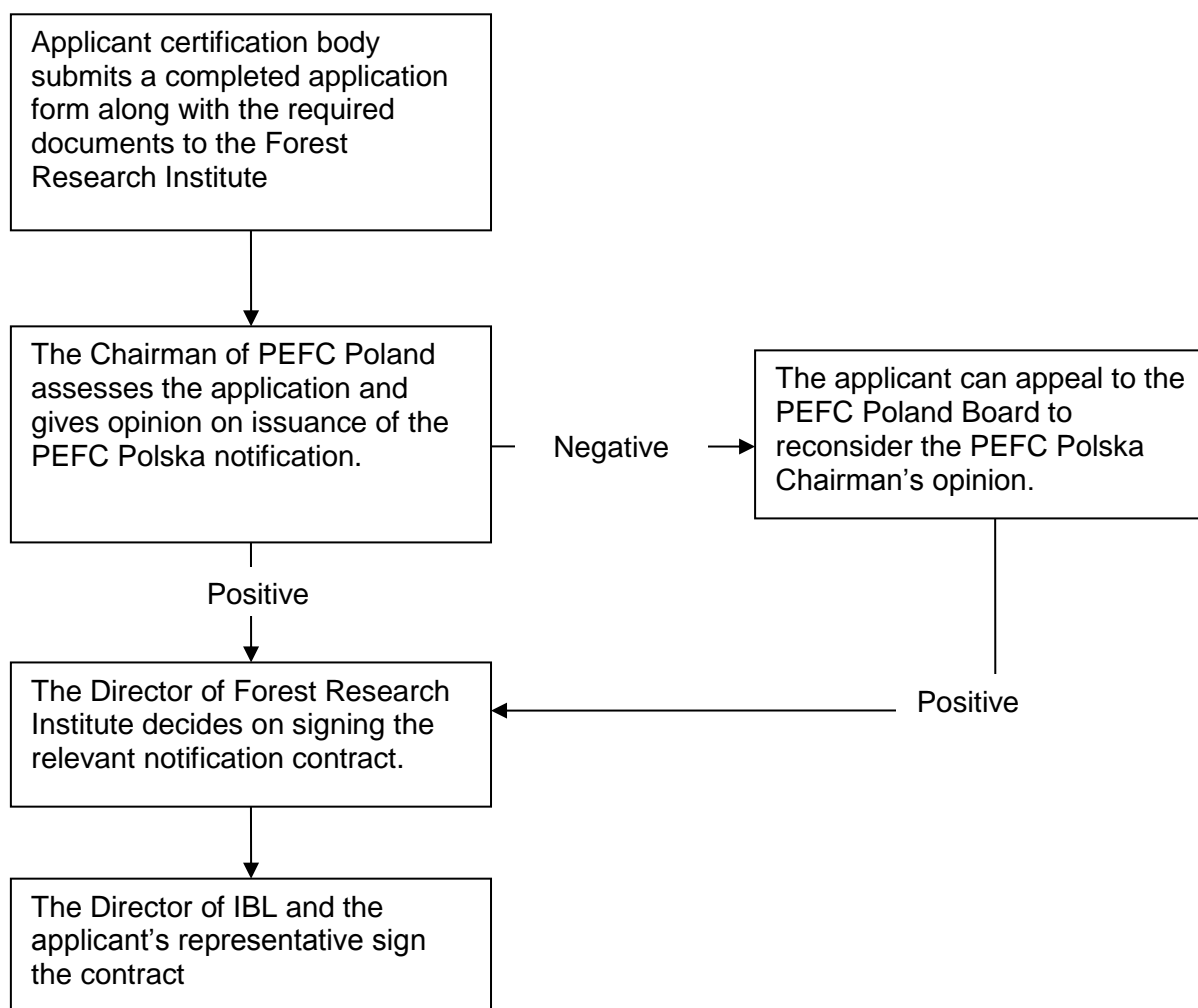
- be a legal entity;
- if outside Poland, be a legal entity in the country concerned and be registered by an accreditation body, which is a member of the International Accreditation Forum (IAF);
- agree to be listed on the publicly available PEFC Council internet-based databases with information that will include the certification body's identification data;
- have a valid accreditation certificate issued by the Polish Centre for Accreditation ("PCA"), Polish national accreditation body which is a member of the IAF or by a national accreditation body from another country which is also a member of the IAF;

For forest management system certification, the accreditation shall be issued against ISO/IEC 17021-1 (*Conformity assessment – Requirements for bodies providing audit and certification of management systems – Part 1: Requirements*) and the scope of the accreditation shall explicitly include the PEFC PL 1003 *Sustainable forest management – Requirements* and PEFC PL 1004 *Group forest certification- Requirements*, based on PEFC ST 1002 and PEFC ST 1003 in its valid version and/or with reference to any future changes and amendments adopted by the PEFC Council and presented at the PEFC Council official website www.pefc.org.

For chain of custody certification, the accreditation shall be issued against PEFC ST 2002 *Chain of Custody of Forest and Tree Based Products – Requirements* and PEFC ST 2001 *PEFC Trademarks Rules – Requirements* in its valid version as presented at the PEFC website www.pefc.org. The scope of accreditation shall also explicitly state ISO/IEC 17065, PEFC ST 2003 and other requirements against which the certification body has been assessed.;

- be prepared to sign a PEFC Polska Notification Agreement with Forest Research Institute (Appendix II);

6 PEFC notification issuance procedures



7 Obligations of the PEFC Polska Notified Certification Body

The PEFC Polska notified certification body shall:

- carry out forest management system certification to the PEFC PL 1003 *Sustainable forest management - requirements* and/or carry out chain of custody certification to PEFC ST ST 2002 *Chain of custody – requirements* within the scope of the valid accreditation;
- inform Forest Research Institute about any changes in its accreditation status. Upon request it shall provide updated evidence that it still meets the requirements of valid accreditation;
- provide the Forest Research Institute, without delay, with information on every certificate it issues to an organization in the Poland and/or information on any changes to already issued certificates. The range of data is specified by IBL in accordance with the specifications of content and format outlined in the PEFC Council's PEFC GD 1008:2019 PEFC Information and Registration System – Data Requirements;

- pay the Forest Research Institute annual notification fee for every issued certificate based on an invoice issued by the Forest Research Institute. The level of the notification fee is set out in *Appendix III* of this document. The fees included in *Appendix III* can be changed by a decision of the Forest Research Institute;
- Inform the certificate holder how to obtain a PEFC trademarks use license.

8 Validity of the PEFC Polska notification

The PEFC Polska notification is valid for the period of the validity of the certification body's accreditation. The PEFC Polska notification can be terminated or suspended by the Forest Research Institute, after PEFC Polska Council suggestion, if the notification contract is violated.

Appendix I: Application for PEFC Polska Notification

APPLICATION FOR PEFC POLSKA COUNCIL NOTIFICATION***I. Applicant's Identification Data***

Organisation name			
Organisation's representative			
Address	Street, No.		
	City	Zip	
	Country		
Contact person			
Telephone		Fax	
E-mail		Http	

II. Information and Documents for Application Processing:

Accreditation number / expire date of validity	
Accreditation Body Name	
Documents required for the Application Processing:	
<input type="checkbox"/> Copy of the accreditation attestation issued against PN-EN-ISO/IEC 17065 and which scope explicitly covers certification against PEFC ST 2001, PEFC ST 2002 and PEFC ST 2003, and/or	
<input type="checkbox"/> Copy of the accreditation attestation issued against ISO/IEC 17021-1 and which scope explicitly covers certification against PEFC PL 1003 and PEFC PL 1004.	

III. Self-Declaration:

I hereby confirm that:

- I have read the PEFC Polska regulations concerning PEFC certification and notification and accept them,
- The data included in this application is complete and truthful.

Signature of applicant's representative
(given in Section I)

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APPLICATION FOR PEFC POLSKA COUNCIL NOTIFICATION

(Completed by Forest Research Institute)

I. Application Processing:

		Date	Signature
Date of application received	<input type="checkbox"/> Yes		
Fulfilment of the PEFC Polska requirements	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Contract signed by the Forest Research Institute and sent to the applicant	<input type="checkbox"/> Yes		
Both parties signed contract received	<input type="checkbox"/> Yes		

II. PEFC Polska Notification Fee Payment:

Year	Amount	Paid on Date	Signature

III. Application Appeal Process:

		Date	Signature
Appeal received	<input type="checkbox"/> Yes		
Appeal processed with decision	<input type="checkbox"/> Positive <input type="checkbox"/> Negative		

IV. Suspenssion and Termination of the PEFC Polska notification:

Statutes of Decision	Date	Penalty

Appendix II: PEFC Polska Notification Contract

PEFC Polska Notification Contract No CoC)

Between

(1) The Forest Research Institute, hereafter the “IBL”, having its registered office at Braci Leśnej 3, 05-090 Sękocin Stary, Poland

And

(2) Name and registered address of the certification body (hereafter the notified certification body)

Whereas ***name of the certification body*** is a PEFC Polska Notified Certification Body operating forest management and/or [to be determined] chain of custody certification in Poland which is recognised by the IBL;

Whereas the IBL is a member of the PEFC Council and has been duly appointed by PEFC Council as the National Governing Body in Poland, and the PEFC Polska is a PEFC Council endorsed national scheme;

Whereas Programme for the Endorsement of Forest Certification schemes (hereafter the PEFC) is an independent, non-profit non-governmental organisation which promotes sustainably managed forests worldwide through third party certification and is the owner of the PEFC logo and PEFC claims;

Whereas the PEFC Polska Notified Certification Body is to be granted a PEFC Polska notification and will be allowed to issue the PEFC Council recognised chain of custody certificates within the scope of the valid accreditation from Polish Centre for Accreditation or a valid accreditation from an accreditation body from another country provided the accreditation body is a member of the International Accreditation Forum to organisations which are registered in Poland.

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

Article 1

Definitions:

1. Polish criteria and indicators for sustainable forest management for the purpose of forest certification
Described in PEFC PL 1003 Sustainable Forest Management - Requirements and PEFC 1004 Group Forest Certification - Requirements, which are part of the contractual documentation and available at www.pefc.pl. These documents are valid in accordance with this statement and may be amended from time to time by PEFC Council and PEFC Poland.

2. Chain of Custody of Forest and Tree Based Products – Requirements
This is PEFC ST 2002:2020 *Chain of Custody of Forest and Tree Based Products – Requirements*, which forms part of the contractual documentation and are accessible at <http://www.pefc.pl>. These documents are valid as stated now and as may be from time to time altered by the PEFC Council or PEFC Polska Council.
3. Certification and Accreditation Procedures
This is PEFC PL 1002 *Certification and accreditation procedures*, which forms part of the contractual documentation and is accessible at <http://www.pefc-polska.pl>. These document is valid as stated now and as may be from time to time altered by PEFC Polska.
4. Tariffs of Notification Fee –
This is the Appendix III to the **PEFC Notification of Certification Bodies operating Forest Management System and/or Chain of Custody Certification in Poland** and is enclosed to this contract.

Article 2: Responsibilities of the PEFC Polska Notified Certification Body

The PEFC Polska Notified Certification Body is obliged to:

1. Have and keep valid accreditation issued in compliance with PEFC PL 1002 *Certification and accreditation procedures* and to inform the IBL immediately and about any changes in the accreditation. The PEFC Polska 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/chain of custody certification against document PEFC ST 2002:2013: *Chain of custody - requirements* within the scope of the valid accreditation.
3. Provide the IBL immediately and truthfully with information on every forest management/chain of custody certificate issued to an organization in the Poland and /or inform of any changes to already issued certificates within the range of data as specified by the PEFC Polska Council.
4. Pay the IBL the annual notification fee for every certificate issued based on an invoice issued by the IBL. The amount of the fees is specified in the Tariffs of Notification Fee and can be changed by the IBL during the validity of the contract. The corresponding change in the contract between IBL and the PEFC Polska Notified Certification Body concerning the fees takes effect the following year after the IBL has informed the PEFC Polska Notified Certification Body, in writing, of the change.
5. Agree to be listed on the publicly available PEFC Council internet 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 the IBL

1. The IBL recognizes the certificates issued by the PEFC Polska Notified Certification Body in compliance with this contract.

2. The IBL is obliged to inform the PEFC Polska Notified Certification Body of any changes to the PEFC Polska Council, and PEFC Council regulations and documentation which affect this contract.

Article 4: Contract Termination

1. The IBL as well as the PEFC Polska Notified Certification Body may terminate the contract with three-months prior notice by registered letter.
2. PEFC notification may be terminated in the case of cancellation of the contract between the PEFC Council and PEFC Polska.
3. The IBL 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.
4. Withdrawal, suspension or the end of the validity of the PEFC Polska 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.
5. No PEFC Polska notification fee is refunded to the PEFC Polska Notified Certification Body in case of temporary suspension or termination of the contract according to the Article 4, bullet 1, 2 and 3.
6. IBL is not obliged to pay compensation for any costs or other damages which any temporary suspension or termination causes to the PEFC Polska Notified Certification Body.

Article 5: Validity of the Contract

The agreement shall expire upon withdrawal of the notification and shall enter into force upon signature by both parties.

Article 6: Governing Law - Jurisdiction

1. This contract is subject to Polish law.
2. Any disputes arising out of this agreement shall be finally and exclusively settled by the characteristic courts of the Warsaw, subject to a right of appeal according Polish law.

Signed in duplicate.

In *Sękocin Stary* on

In on

For and on behalf of
the Forest Research Institute

For and on behalf of
the PEFC Polska Notified
Certification Body

Data Privacy Statement

1. In accordance with Article 13 item 1 and item 2 of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter: GDPR):

1) The Forest Research Institute with its registered office in Sękocin Stary at ul. Braci Leśnej 3 (05-090 Raszyn), hereinafter referred to as the Institute, is the controller of the personal data of the Licensee, persons representing the Licensee, and persons whose data will be made available to the FRI in relation to the implementation of the license agreement for the use of the PEFC trademark (hereinafter referred to as the "Agreement").

2) The data protection officer (hereinafter referred to as the DPO) at the Institute is available at the email address: iod@ibles.waw.pl or at the phone number: 22 7150607.

3) The personal data of persons mentioned in item 1 point 1) will be processed for purposes related to:

a) the conclusion and execution of the above-mentioned Agreement, in accordance with Article 6 item 1 letters b) and f) of the GDPR.

b) pursuing claims and defending against claims (in particular: carrying out possible complaint, debt collection, court, enforcement or damage-related proceedings), as well as marketing activities carried out by the Institute, in accordance with Article 6 item 1 letter f) of the GDPR,

c) the protection of the vital interests of the data subject, in accordance with Article 6 point 1. letter d) of the GDPR,

d) the performance of a task carried out in the public interest or in the exercise of official authority vested in the Controller, pursuant to Article 6 point 1. letter e) of the GDPR,

e) compliance with legal obligations to which the Controller is subject (e.g. tax obligations, storage required by laws, etc.), in accordance with Article 6 point 1. letter c) of the GDPR.

2. The recipients of personal data of persons listed in item 1) will include employees and associates of the Institute, control (supervision) authorities, and entities to whom the Institute may entrust activities resulting from the implementation of objectives listed in point 3, on the basis of a personal data processing outsourcing agreement (data will not be transferred outside the EEA).

3. The personal data of persons referred to in item 1 point 1) will be stored for a period specified in the provisions of law and in accordance with the internal regulations for storing documents at the Institute, with particular consideration of the provisions regarding projects being implemented, included in contracts, guidelines, provisions, manuals, and other binding documents relating to the project implementation, at least until the date when claims related to the conclusion and implementation of this Agreement are barred by statute of limitations.

4. The person whose data is processed by the Institute has the right to access their data, obtain a copy thereof, and the right to rectify, limit processing, demand their removal, and the right to object to processing. The Licensee is not entitled to transfer personal data.

5. The person whose data is processed by the Institute has the right to lodge a complaint with the supervisory body, i.e. the President of the Personal Data Protection

Office, when they consider that processing of their personal data violates the provisions of the GDPR, however the person may consult the DPO beforehand.

6. Providing personal data is a condition necessary for the conclusion or implementation of the Agreement, therefore, a failure to provide data may result in the inability to conclude or implement the Agreement.

7. The data of persons referred to in item 1 point 1) will not be used for automated decision making or profiling

8. The Licensee declares that it will fulfil the information obligations binding upon the parties in the scope of Article 13 and 14 of the GDPR towards persons whose data will be provided to the Institute as part of the implementation of this Agreement, and in particular, it has informed those persons about the processing of their personal data by the Institute in relation to the conclusion and implementation of this Agreement. The Licensee declares that it will immediately provide the persons whose data will be provided to the Institute in the course of the Agreement implementation, with information about the processing of their personal data by the Institute.

Appendix III Tariffs of PEFC Polska Notification Fee

Tariffs of PEFC Polska Notification Fee

Turnover of the PEFC Polska certified organisation		Net Yearly notification fee ^{*)} PLN
Forest related Industries	Up to 1 Million EUR turnover	600
	Over 1 Million EUR to 10 Million EUR turnover	1300
	Over 10 Million EUR to 100 Million EUR turnover	2600
	Over 100 Million EUR turnover	6600
Forest Management	Per hectare	0.07

^{*)} In case of multi-site certification the multi-site organization's turnover is calculated as a sum of turnovers of sites covered by the multisite organization.

Signed in duplicate.

In Sękocin Stary on

Inon

For and on behalf of
the Forest Research Institute

For and on behalf of
the PEFC Polska Notified
Certification Body

Appendix IV: PEFC Certificate Reporting Form

PEFC Certificate Reporting Form

(to be completed for each location covered by a multi-site certification)

Contact details:

Organisation name			
Organisation's representative			
Address	Street, No.		
	City	Zip	
	Country		
Contact person			
Telephone		Fax	
E-mail		Http	

Certificate information:

Certificate number	
Subcertificate number (in case of multi-site certification)	
Issue date – Expiry date	
Certification Body Name	
Accreditation Body Name	
Accreditation Number	
Certified entity turnover for the last year in EURO	

Certified product information:

Product name	Product category code*	Product description*	Species code (can include more than one)
			4

* See the next page for codes of product categories and species. If the product includes species of more than one category (e.g. 1 - coniferous and 3 - non-coniferous), please type all the appropriate codes into the column.