Svenska PEFC ek för

Tekniskt Dokument



Notification of certification bodies operating forest management and/or contractor and/or chain of custody certification in Sweden

PEFC SWE 006 2021-02-09



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Dokument: PEFC SWE 006 Svenska PEFC:s Notifieringskontrakt /PEFC Sweden Notification contract

Godkänt av: Svenska PEFC 2021-02-09

Notification of certification bodies operating forest management and/or contractor and/or chain of custody certification in Sweden

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2 Objectives

These guidelines describe the rules for the PEFC notification of certification bodies undertaking PEFC certification in Sweden.

3 Scope

These guidelines are based on PEFC GD 1004 of the PEFC Council Technical Documentation.

These guidelines were adopted by PEFC Sweden Board of Directors on 2021-02-09 and cover the PEFC Notification by PEFC Sweden of certification bodies providing certification for PEFC:

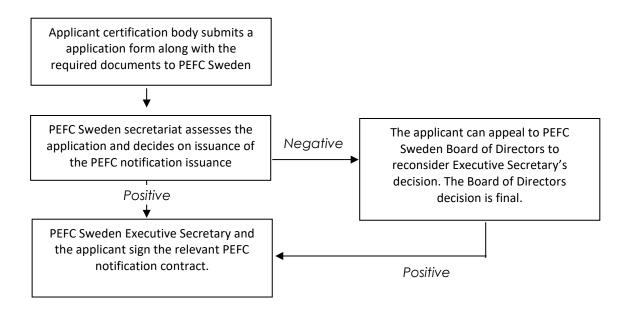
- Forest management including contractor certification and/or
- chain of custody (PEFC ST 2002: Chain of Custody of Forest Based Products Requirements) in Sweden.

4 Conditions for PEFC notification

The certification body applying for PEFC notification from PEFC Sweden shall:

- be a legal entity;
- agree to be listed on the publicly available PEFC Sweden and 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;
- have valid accreditation, issued by a national accreditation body which is a member of IAF
 (International Accreditation Forum). The accreditation shall be issued against SS-EN ISO/IEC
 17065 and/or ISO SS-EN ISO/IEC 17021 and the scope shall include PEFC ST 2002: and/or the
 Swedish forest management standard (Swedish Technical Document, PEFC SWE TD). (According
 to PEFC SWE 005)
- sign a PEFC notification contract with PEFC Sweden (Appendix 1).

5 PEFC notification procedures



6 Obligations of the PEFC notified certification body

The PEFC notified certification body shall:

- Carry out the forest management and/or contractor and/or chain of custody certification as specified by PEFC Sweden within the scope of the valid accreditation;
- Without delay inform PEFC Sweden about any changes in its accreditation;
- Provide PEFC Sweden, without delay, with information on every forest management and/or contractor and/or chain of custody certificate it issues to an organisation and/or information on any changes to already issued certificates. The range of data and how it shall be registered is specified by PEFC Sweden;
- Pay PEFC Sweden the annual PEFC notification fee issued certificates based on an invoice issued by PEFC Sweden. The PEFC notification fee is specified in the PEFC Sweden fee guidelines.

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7 Validity of the PEFC notification

The PEFC notification is valid for the period of the validity of the certification body's accreditation. The PEFC notification can be terminated or suspended by PEFC Sweden if the notification contract is violated.

PEFC Notification contract

PEFC Notification Contract

Between

(1) Svenska PEFC ek. för., hereafter "PEFC Sweden", having its registered office at 105 33 Stockholm, Sweden

And

(2)

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

The Notified Certification Body is a certification body operating forest management and/or contractor and/or chain of custody certification as specified in the PEFC Swedish Technical Document in Sweden;

PEFC Sweden is the national governing body of the Programme for the Endorsement of Forest Certification schemes in Sweden who issues logo licences on behalf of the PEFC Council who is the owner of the PEFC logo and PEFC claims;

The Notified Certification Body will be allowed to issue PEFC forest management and/or contractor and/or chain of custody certificates within the scope of the valid accreditation in Sweden;

The above parties agree to the following:

Article 1

Definitions:

1. Swedish Technical Document (PEFC SWE TD)

Describes PEFC Sweden's organisation, scheme and standard for forest certification which forms part of the contractual documentation. Swedish Technical Document is valid as stated now and as from time to time altered by PEFC Sweden.

2. Chain of Custody of Forest Based Products

The valid issue of PEFC Council Technical Document PEFC ST 2002. PEFC ST 2002 is valid as stated now and as may be from time to time altered by the PEFC Council.

3. Certification and Accreditation Procedures

The valid issue of PEFC Council Technical Documents for certification and accreditation.

Article 2: Responsibilities of the PEFC Notified Certification Body

The PEFC Notified Certification Body is obliged to:

- Have and keep valid accreditation issued in compliance with the PEFC Technical Documents for Certification and Accreditation Procedures and to inform PEFC Sweden immediately about <u>any</u> changes in the accreditation. The PEFC Notified Certification Body will provide, 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 contractor and/or chain of custody certification against Swedish Technical Document and/or PEFC ST 2002: (*Chain of Custody of Forest Based Products Requirements*) within the scope of the valid accreditation.
- 3. Provide PEFC Sweden immediately and truthfully with information on every forest management and/or contractor and/or chain of custody certificate issued to an organisation in Sweden covered by the PEFC notification and/or inform of any changes to already issued certificates within the range of data as specified by PEFC Sweden.
- 4. Inform PEFC certificate holders about the range of information it is reporting to the PEFC Council and that this information (except the certificate holders turnover) will be made publicly available on the PEFC Information Register.
- 5. Pay PEFC Sweden the annual PEFC notification fee for every certificate issued based on an invoice issued by PEFC Sweden. The amount of the fees is specified in the PEFC Sweden fee guidelines. The fees may be changed during the validity of the contract and PEFC Sweden will inform the PEFC Notified Certification Body, in writing, of any changes.
- 6. 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 PEFC Sweden

- PEFC Sweden 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 Sweden is obliged to inform the PEFC Notified Certification Body of any changes to the PEFC Sweden and / or PEFC Council regulations and documentation which affect this contract.

Article 4: Contract Termination

1. PEFC Sweden as well as the PEFC Notified Certification Body may terminate the contract with three-months prior notice by a registered letter.

- 2. PEFC Sweden may suspend the contract with 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 4, bullet 1, 2 and 3.
- 5. PEFC Sweden 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 Sweden. Any disputes, or lawsuits concerning this contract may be brought before common court.

Signed in duplicate.						
In Stockholm	In:					
on DD.MM.YYYY	on DD.MM.YYYY					
For and on behalf of	For and on behalf of					
PEFC Sweden	the PEFC Notified Certification Body					

Application for PEFC Notification

Information of the certific	ation body:		
Name:			
Business ID:			
Postal address:			
Web page/www address:			
Name of contact person:			
Phone number of contact person:			
Email address of contact person:			
Invoice address/information:			
Accreditation information for the certification body		Forest certification (SFM) (PEFC Sweden Technical Document)	PEFC Chain of custody (CoC) certification (PEFC Int., PEFC ST 2002)
(i) Name of accreditation body and accredited certification activities (scope)		Technical Document,	11, 121 0 2 2 200-,
Self-Declaration:			
hereby confirm that: I have read the PEFC regul The data included in this a		ning PEFC certification and no omplete and truthful.	otification and accept them,
Signature of applicant's repre	sentative		