

Guidelines		
<b>Issuance of PEFC Logo Usage Licenses by the PEFC Council</b>	Revised on 26 October 2006	GL 1/2006

## **Issuance of PEFC Logo Usage Licenses by the PEFC Council**

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## 1 Objectives

These guidelines describe the rules for the issuance of PEFC logo usage licenses, hereinafter the licenses, directly by the PEFC Council to assure legal compliance of the PEFC logo usage with *Annex 5 (PEFC Logo Use Rules)* and its enforcement.

## 2 Scope

These guidelines are based on *Annex 5 (PEFC Logo Use Rules)* and *Policy for PEFC Logo Usage Fee*.

These guidelines were adopted by the PEFC Council Board of Directors on 27 January 2003 and amended on 26 June 2003, 28 October 2004, 28 April 2005 and 26 October 2006.

The PEFC Council undertakes only to issue licenses to the following user groups as described in *Annex 5 (PEFC Logo Use Rules)*

- User group A: PEFC National Governing Bodies
- User group C: Forest Related Industries (Off and on product usage)
- User group D: Other Actors (organisations or Bodies willing and permitted to promote or advertise PEFC for educational purposes (Off product usage only))

The PEFC Council issues licenses to organisations under User Groups C and D, which are legally registered in countries which do not have a PEFC National Governing Body, or because a license cannot be issued by the relevant PEFC National Governing Body for any other reasons accepted by the PEFC Council, and to organisations under user group D operating internationally. The PEFC Council will inform the relevant PEFC National Governing Body before any license for the usage of the PEFC logo is granted directly to any other entity in that country.

All other organisations must apply to the relevant PEFC National Governing Body to obtain the license.

## 3 Conditions for issuance of license

### 3.1 General Conditions

- applying organisation / company must be a legal entity,
- agreement to public presentation on the PEFC Council Internet database of the organisation's, company's or other legal entity's identification data and / or other data as specified in the *Internal Rules for the PEFC Registration system*.

### 3.2 Special Conditions

**User group A:** PEFC National Governing Body

- membership of the PEFC Council

- signature of the PEFC Terms and Conditions and Logo Usage Contract with the PEFC Council (*Appendix 1*)

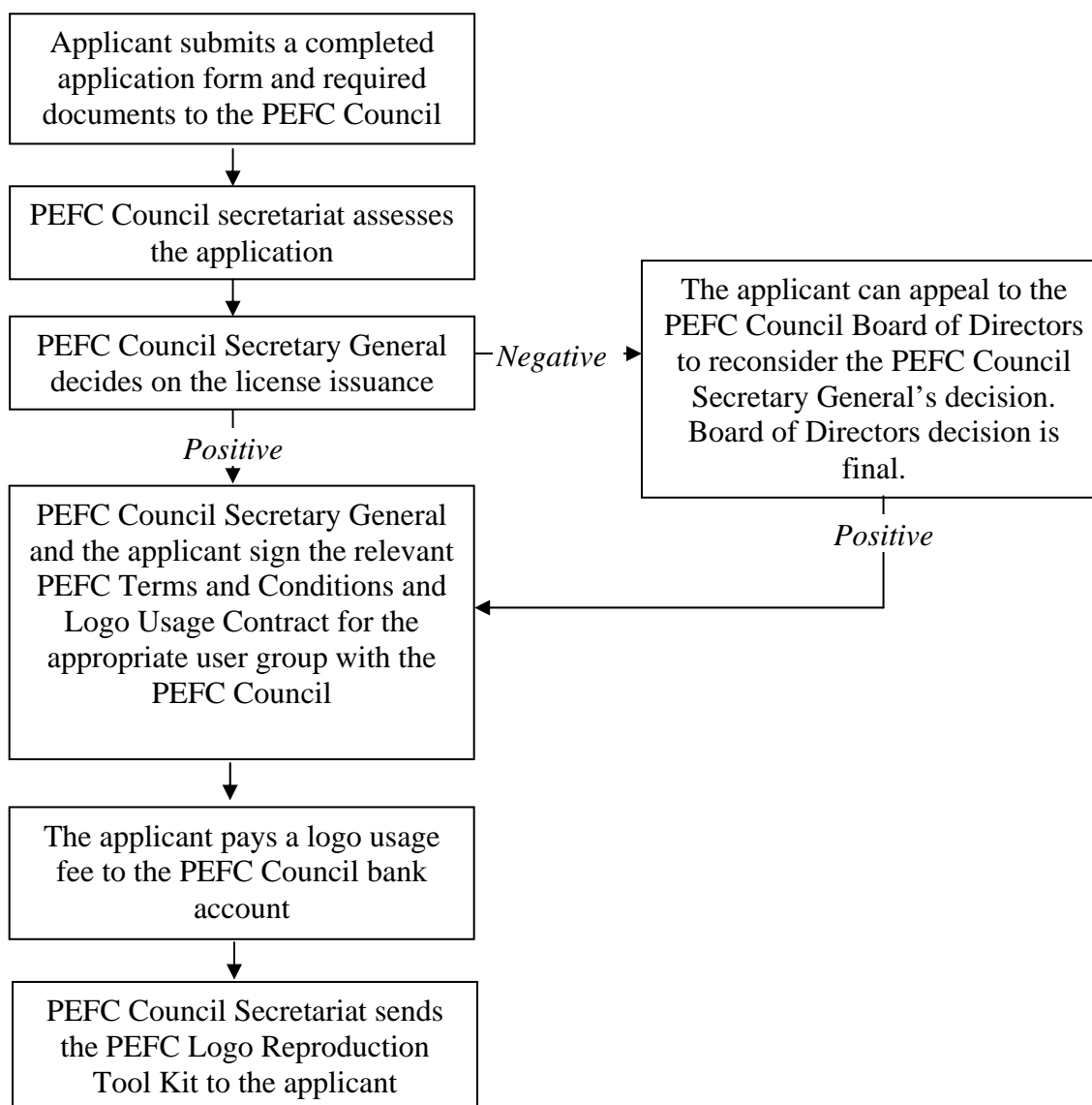
**User group C:** Forest related industries

- valid PEFC chain of custody (C-o-C) certificate issued by an accredited certification body as per *Annex 6 (Certification and Accreditation Procedures)*
- signature of the PEFC Logo Usage Contract with the PEFC Council (*Appendix 2*)

**User category D:** Other users

- Purpose of PEFC logo usage described by the applying organisation does not conflict the objectives and principles of the PEFC Council
- signature of the PEFC Logo Usage Contract with the PEFC Council (*Appendix 2*)

## 4 License Issuance Procedures



## 5 Logo Usage Fee

PEFC Council imposes two fees connected with logo usage:

### a) Issuance Fee

Fee for administration of the application for the license and the PEFC Logo Usage Reproduction Tool Kit. The fee is paid before the Logo Usage Contract is signed.

### b) Periodic Fee

The periodic fee is paid annually by a PEFC logo user based on an invoice issued by the PEFC Council. The fee for the current year is not refunded, if the license is terminated by the PEFC Council because of violation of the PEFC Logo Usage Rules caused by the logo user.

The level of the administration and logo usage fees are set out in appendix 5 to this document. The fees included in appendix 5 can be changed by a decision of the Board of Directors. For the avoidance of any doubt, the fee is confined to covering all costs pertaining to i) logo administration and control and ii) activities aimed at promoting the PEFC or promoting, developing and maintaining the scheme endorsed by the PEFC Council

## 6 Validity of the licenses

The PEFC Council issues the license for the following time period according to the users groups:

**User group A:** for the period of the validity of the contract

**User group C:** for the period of PEFC chain of custody certificate validity

**User group D:** for the period of validity of the contract

## 7 PEFC Logo Usage without Registration Number

The usage of the PEFC Logo without a registration number is not allowed on principle. However, the PEFC Council can allow the usage of the PEFC Logo without the registration number in exceptional cases based on a written application for off-product usage only where the placement of the registration number is not possible (e.g. small promotional materials).

The applicant shall be a holder of a license issued by a PEFC National Governing Body or the PEFC Council and the free form application shall include:

- applicant identification data, PEFC license registration number,
- reason for the usage without the registration number,
- description of the usage including design layout.

The decision of the PEFC shall be made by the PEFC Council Secretary General on behalf of the PEFC Council and is valid only for the applied exemption and the applicant shall send the PEFC Council an example of the promotional material covered by the exemption.

## 8 One-off usage of the PEFC Logo

PEFC Council can allow a one-off usage of the PEFC Logo to users without an individual license (e.g. in newspapers, reports, publications, etc.) under the following conditions:

- only off-product usage of the PEFC Logo is allowed,
- the usage must not conflict with the objectives of the PEFC Council (see PEFC Council Statutes)
- the PEFC Logo can only be used with the claim "Promoting Sustainable Forest Management" "for more info: [www.pefc.org](http://www.pefc.org)"
- the PEFC Logo must be used with the PEFC Council registration number (PEFC/01-00-01) or wording "PEFC License Registration Number"
- the claim: "Reproduced with the permission of the PEFC Council" must be used

The application for the one-off usage of the PEFC Logo is in Appendix 4.

***PEFC Terms and Conditions  
and Logo Usage Contract***

Between

(1) **The Programme for the Endorsement of Forest Certification schemes**, hereafter the “PEFC Council”, having its registered office at World Trade Center 1, 10, Route de l’Aéroport, CH – 1215 Geneva, Switzerland

**And**

(2) **\*\*\*\*\***, hereafter “the National Governing Body”, having its registered office at \*\*\*\*\*

Whereas the National Governing Body is a member of the PEFC Council;

Whereas the National Governing Body’s forest certification scheme has been or will be assessed against the PEFC forest certification scheme;

Whereas a decision on the conformity of the National Governing Body’s forest certification scheme has been or will be taken by the PEFC Council, such decision being however conditional upon the entering into this contract by the National Governing Body and the PEFC Council;

Whereas the PEFC Council is the owner of and has the copyright on, the PEFC logo which is a registered trademark;

Whereas the National Governing Body is to be granted a license for the PEFC logo with registration number PEFC/..... and to be allowed under the conditions set out in this agreement to act on behalf of the PEFC Council;

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

**Article 1**

Definitions:

1. The PEFC Logo Use Rules:  
This is Annex 5 to the PEFC Council Technical Document, which forms part of the contractual documentation and is found in the annex of this contract.

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2. The PEFC Scheme:  
The PEFC Scheme, which is described in the PEFC Council Technical Document, hereafter the “PEFC Technical Document”, which forms part of the contractual documentation and is found in the annex of this contract.
3. The PEFC Council Statutes:  
The Statutes of the PEFC Council which describe the rules of the PEFC Council.

## **Article 2**

The National Governing Body undertakes to adhere to all the requirements of the PEFC Council as outlined in the PEFC Technical Document and PEFC Council Statutes as are stated now and as may be from time to time altered by the PEFC Council.

## **Article 3**

1. According to the provisions of the PEFC Logo Use Rules the National Governing Body is granted a license for the usage of the PEFC Logo in \*\*\*\*\*. This license is not exclusive and does not prevent the PEFC Council in using the PEFC logo in \*\*\*\*\* or to grant licenses to other parties, nor to decide that a person or group of persons should not be granted a license by the National Governing Body. The PEFC Council will inform the National Governing Body before any licence for the usage of the PEFC logo is granted directly to any other person in \*\*\*\*\*. The license is given to the National Governing Body, but it may be used by the National Governing Body for educational purposes only. For other uses it has to be licensed by the National Governing Body in accordance with the PEFC Logo Use Rules.
2. Furthermore, the National Governing Body is permitted to act in \*\*\*\*\* on behalf of the PEFC Council on all issues as outlined in the PEFC Logo Use Rules where it is stated that it may do so acting on “the PEFC Council’s behalf subject to a written contract with the PEFC Council”. When acting so the National Governing Body is bound to abide by instructions given by the PEFC Council. This does not prevent the PEFC Council from acting itself in \*\*\*\*\* when it deems necessary to do so.

## **Article 4**

The issuing of licenses by the National Governing Body is subject to a written agreement providing

1. for the possibility to withdraw the license with immediate effect (suspension) if there are reasons to believe that any of the terms of the license contract, the PEFC Logo Use Rules or the PEFC Scheme are not being adhered to;

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2. for the possibility for either party to terminate the license agreement with three month's prior notice;
3. that withdrawal of the license granted to the National Governing Body will result in automatic withdrawal of the license issued by the National Governing Body with effect on the same date as the withdrawal of the license granted to the National Governing Body;
4. for a contractual penalty of a Euro amount being one fifth the market value of the products to which unauthorised on- or off-product logo use relates, unless the licensee proves that such unauthorised use was unintentional. In the latter case the penalty will be limited to 10,000 Euros.

#### **Article 5**

The National Governing Body have the responsibility to keep an up-to-date register of all on- and off-product logo users to which it has issued the licenses and is permitted by the PEFC Council to make available in the official languages of the National Governing Body's country the "PEFC Confirmation of Participation within a region or group having a forest management certificate" in a form decided by the PEFC Council.

#### **Article 6**

For the avoidance of any doubt, the PEFC logo is copyright material and is a registered trademark owned by the PEFC Council. The initials "PEFC" are covered by copyright and are registered. Unauthorised use of this copyright material is prohibited and may lead to legal action. The use of the PEFC logo is regulated and governed by the PEFC Council and a fee for logo usage may be levied in accordance with article 10 of the PEFC Council Statutes.

#### **Article 7**

1. The PEFC Council has the right to withdraw the license granted to the National Governing Body with immediate effect (suspension) if it has reason to believe that any of the terms of this contract are not being adhered to.
2. In any case, either party may terminate the license granted to the National Governing Body with three month's prior notice by registered letter. If the PEFC Council terminates the licence due to misuse by the National Governing Body, the National Governing Body will pay a penalty of 20 000 Euros to the PEFC Council.
3. Penalties referred to under article 4, point 4, will accrue to the benefit of the PEFC Council and the National Governing Body in the manner described hereafter. Reasonable costs, including legal expenses, relating to the discovery and the evidence of the misuse will be paid, out of the penalty amount collected, to the contracting party who disbursed them. Seventy-five percent of the remainder will be allotted to the PEFC Council and twenty-five percent to the National Governing Body.

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4. In any case, the PEFC Council has the right to terminate this contract as well as its decision on the conformity of the National Governing Body's forest certification scheme to the PEFC Scheme with three month's prior notice.

#### **Article 8**

1. This contract is subject to Swiss law
2. Any disputes arising out of this agreement shall be finally and exclusively settled by the courts of the Canton of Geneva, subject to a right of appeal to the Swiss Federal Supreme Court.

Signed in duplicate.

Geneva on dd.mm.yyyy

For and on behalf of  
the PEFC Council

For and on behalf of  
the National Governing Body

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\*\*\*\*, Secretary General

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\*\*\*\*, Chairman

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## ***PEFC Logo Usage Contract***

Between

- (1) **The Programme for the Endorsement of Forest Certification schemes**, hereafter the “PEFC Council”, having its registered office at World Trade Center 1, 10, Route de l’Aéroport, CH – 1215 Geneva, Switzerland

And

- (2) ***Name and address of the logo user (hereinafter the logo user)***

Whereas *the name of organisation* is a logo user under the logo user group *x: name of group* as defined in the PEFC Logo Use Rules;

Whereas the PEFC Council is owner and has the copyright on the PEFC logo which is a registered trademark;

Whereas the logo user is to be granted a license for the PEFC logo with registration number PEFC/.....and to be allowed to use the PEFC logo according to the PEFC Logo Use Rules;

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

### **Article 1**

#### Definitions:

1. The PEFC Logo Use Rules -  
This is Annex 5 to the PEFC Council Technical Document, which forms part of the contractual documentation and is found in the annex of this contract.
2. Tariffs of PEFC logo fees -  
This is the Appendix to the PEFC Guidelines for Issuance of PEFC Logo Usage Licenses, which forms part of the contractual documentation and is found in the annex of this contract.

### **Article 2: Copyrights to the PEFC logo**

1. For the avoidance of any doubt, the PEFC logo is copyright material and is a registered trademark owned by the PEFC Council. The initials “PEFC” are covered by copyright and are registered. Unauthorised use of this copyright material is prohibited and may lead to legal action. The use of the PEFC logo is regulated and governed by the PEFC Council.

### **Article 3: Responsibilities of the Logo User**

1. The logo user is obliged to use the PEFC logo in accordance with the PEFC Logo Use Rules, graphical guidelines specified in the PEFC Logo Reproduction Tool Kit, and together with a

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registration number issued by the PEFC Council so as to ensure that the logo user is identifiable on its basis.

2. The logo user is obliged to pay a PEFC logo administration fee and an annual PEFC logo usage fee based on an invoice issued by the PEFC Council. The amount of the fees is specified in the Tariffs of PEFC Logo Fees and can be changed by the PEFC Council during the validity of the contract. The corresponding change in the contract between PEFC Council and the logo user concerning the fees takes effect the next year after the PEFC Council informed the logo user, in writing, of the change.
3. The logo user is obliged to inform the PEFC Council immediately and truthfully on any changes concerning logo user's identification data and certified status, the latter in case of logo user group C.

#### **Article 4: Responsibilities of the PEFC Council**

1. The PEFC Council is obliged to provide the logo user with the PEFC Logo Reproduction Tool Kit within 2 weeks following the signing the contract and the receipt of payment for the logo administration fee and logo usage fee at the PEFC Council's bank account.
2. The PEFC Council is obliged to inform the logo user on any changes of the PEFC Council regulations and documentation concerning the PEFC logo usage which affect this contract.

#### **Article 5: Penalty**

1. The PEFC Council may impose, in case of user group C, a contractual penalty of a Euro amount being one-fifth the market value of the products to which unauthorised on- or off-product logo use relates, unless the logo user proves that such unauthorised use was unintentional. In the latter case the penalty will be limited to 10,000 Euro
2. The PEFC Council has the right to alter the amount of penalty demanded for use of the PEFC logo in contravention of the contract. The change shall come into effect in the contract between the PEFC Council and the logo user three months and five days after the former has informed the latter, in writing, of the change.

#### **Article 6: Contract Termination**

1. Either party may terminate the contract with three-month prior notice by registered letter.
2. The PEFC Council may revoke the contract temporarily with immediate effect while a suspicion of contravention of the contract or the PEFC Logo Use Rules is being investigated. In case of suspicion, the PEFC Council shall send the logo user a written request for an explanation and notification of the temporary revocation of the contract. The temporary revocation shall remain in effect for a maximum period of one (1) month after the logo user has provided an explanation concerning the suspected misuse to the PEFC

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Council, which will examine the matter. The PEFC Council may reverse a decision on the temporary revocation of the contract when the logo user has implemented corrective measures approved by the PEFC Council and given the PEFC Council notification that this has been done.

3. The PEFC Council may terminate the contract with the immediate effect if there are reasons to believe that any of the terms of the contract or the PEFC Logo Use Rules are not being adhered to.
4. Withdrawal, suspension or the end of the validity of the chain of custody certificate recognised by the PEFC Council, in case of the group C logo user, 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 chain of custody certificate.
5. No PEFC logo fee is refunded to the logo user in case of temporary revocation or termination of the contract according to the Article 6, bullet 2, 3, and 4.
6. PEFC Council is not obliged to pay compensation for any costs or other damages which the temporary revocation or termination causes to the logo user.

#### **Article 7: Reporting and Presentation**

1. PEFC Council is permitted to present publicly logo user's identification data and information concerning the certification status provided by the logo user.
2. The logo user, in case of user group C, shall undertake to provide, immediately after each chain of custody (C-o-C) verification audit, the PEFC Council with a notification, verified by the certification body, of the on-product use of the PEFC logo, e.g. broken down by product, product category, production unit or similar, to the degree of accuracy that the C-o-C system used by the logo user permits. In the same conjunction, the logo user shall supply the PEFC Council with a detailed, free form account of any off-product use of the PEFC logo.
3. The logo user, in case of user group D, shall give the PEFC Council an annual report containing an itemised, free form account of the PEFC Logo's off-product usage.

#### **Article 8: Validity of the Contract**

1. The contract enters into force when it has been signed by both parties and the logo user has paid the PEFC logo fees based on an invoice issued by the PEFC Council.

#### **Article 9: Other terms of the contract**

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1. The PEFC Council reserves the right to carry out (by itself or to commission a third party to act on its behalf) an on-site inspection of logo user's operations if it has received a complaint by third party or if the PEFC Council has reasons to believe that the contract is being contravened. The logo user shall bear responsibility for the costs of said inspection and any other detrimental effects.
2. The logo user, in case of the group C, undertakes to enter an agreement with the certification body within three months of signing this contract (a copy to be sent to the PEFC Council) to that effect that, in conjunction with the audits conducted subsequent to signing this contract, certification body will examine the system by means of which the logo user keeps records of the production volumes marked with the PEFC logo and how the Logo is used on them. The certification body shall have a right to inform the PEFC Council of changes of which it is aware, without consulting the logo user.

#### **Article 10: Arbitration**

1. This contract is subject to Swiss law.
2. Any disputes arising out of this agreement shall be finally and exclusively settled by the courts of the Canton of Geneva, subject to a right of appeal to the Swiss Federal Supreme Court.

Signed in duplicate.

In Geneva on DD.MM.YYYY

For and on behalf of  
the PEFC Council

In ..... on DD.MM.YYYY

For and on behalf of  
the logo user

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\*\*\*\*, Secretary General

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# APPLICATION FOR PEFC LOGO USAGE LICENSE

## I. Applicant's Identification Data

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

## II. Applicant's Logo User Group

(only one category can be marked in single application)

A. National Governing Body	<input type="checkbox"/>
C. Forest Industry, Trade, Distributors	<input type="checkbox"/> C-o-C Certificate holder
	<input type="checkbox"/> Participant in group C-o-C certification
D. Other Users	<input type="checkbox"/>

## III. Information and Documents for Application Processing:

(only if logo user group C)

Certificate number / Expire Date (if group C)	
Confirmation of Participation in Group Certification Number / Expire date (if group C)	
Certification Body Name (if group C)	
Accreditation Body Name (if group C)	
Accreditation Number (if group C)	
Turnover for the last year in EURO (if group C)	
<b>Documents required for the Application Processing:</b>	
<input type="checkbox"/> Copy of the certificate (if group C)	
<input type="checkbox"/> Copy of the Confirmation of participation in group certification (if group C, group certification)	
<input type="checkbox"/> Document confirming the turnover for the last year (if group C)	
<input type="checkbox"/> Free-form explanation of the intended use of the PEFC logo (if group C)	

## IV. Self-Declaration:

I hereby confirm that:

- I have read the PEFC Council's regulations concerning PEFC logo usage and accept them,
- the data included in this application are complete and truthful.

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

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# APPLICATION PROCESSING FORM

*(Completed by the PEFC Council Secretariat)*

## **I. Application Processing:**

		Date	Signature
Date of application receive	<input type="checkbox"/> Yes		
Fulfilment of the PEFC requirements	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Contract signed by the PEFC Council sent to the applicant	<input type="checkbox"/> Yes		
Logo Fee Invoice send to the applicant	<input type="checkbox"/> Yes		
Both parties signed contract received	<input type="checkbox"/> Yes		
Reproduction PEFC Logo Tool Kit sent to the applicant	<input type="checkbox"/> Yes		

## **II. PEFC Logo 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. Revocation and Termination of the License:**

Statutes of Decision	Date	Penalty

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# APPLICATION FOR ONE-OFF USAGE of PEFC LOGO

## I. Applicant's Identification Data

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

## II. Purpose of the PEFC Logo usage

Explanation of the intened use of the PEFC logo

## III. Rules for One-time PEFC Logo usage

- only off-product usage is allowed
- the usage must not conflict the objectives of the PEFC Council (see PEFC Council Statutes)
- The PEFC Council registration number (**PEFC/01-00-01**) must be included or instead of real registration number "**PEFC License Registration Number**" must be written
- the PEFC Logo can be used only with the claim "**Promoting Sustainable Forest Management**" "**for more info: www.pefc.org**"
- the claim: "**Reproduced with the permission of the PEFC Council**" must be used



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

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Amended on 26 October 2006

## Tariffs of PEFC Logo Fee

Logo User Category		Issuance Fee* (EUR)	Periodic Fee* (EUR)
<b>A: PEFC Council National Governing Body</b>		0	0
<b>C: Forest related industries</b>	up to 1 Mill. EUR turnover	20	200
	over 1 Mill and up to 10 Mill. EUR turnover	20	500
	over 10 Mill and up to 1 Bill EUR turnover	20	1000
	over 1 Bill. EUR turnover	20	2000
<b>D: Other users</b>		0	0

\* Issuance and periodic fees do not include charges or taxes imposed on the logo usage fees in the applicant country outside Luxembourg.

50 % discount from the periodic fee will be provided for the current year to the applicants for the PEFC Logo usage license who submitted its application after 30 June of the current year.