

**NATIONAL VOLUNTARY FOREST CERTIFICATION SYSTEM
TECHNICAL DOCUMENT**

**ISSUANCE OF PEFC LOGO USAGE
LICENCES**



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The official version of the document is Ukrainian. In case of any doubt the English version is decisive.

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1 General Provisions

The PEFC Council (the Programme for the Endorsement of Forest Certification schemes) is a worldwide organisation promoting sustainable forest management through forest certification and labelling of forest based products. Products with PEFC claim and / or label deliver confidence that raw material originates in sustainably managed forest.

The PEFC Council provides endorsement of national forest certification schemes which are required to comply with the PEFC Council requirements subject to regular evaluations.

The PEFC logo / label provides information relating to the origin of forest based product in sustainably managed forest, recycled and other non controversial sources. Purchasers and potential purchasers can use this information in choosing the product based on environmental, as well as other considerations.

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

The PEFC authorised body is an entity that has permission from the PEFC Council to issue PEFC logo licences and to notify certification bodies on behalf of the PEFC Council. Usually the authorised bodies are the PEFC National Governing Bodies.

The PEFC National Governing Bodies (PEFC NGBs) 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.

PEFC NGB and authorised body in Ukraine is Association National Voluntary Forest Certification System (hereinafter the Association, Association NVFCS).

2. Normative references

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

PEFC GD 1004:2009, Administration of PEFC Scheme.

3. Terms and Definitions

3.1 Accredited certificate

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

3.2 PEFC recognised certificate in National Voluntary Certification System (hereinafter NVFCS) is:

a) valid accredited forest management certificate issued by notified certification body against a NVFCS, endorsed by PEFC Council,

b) valid accredited chain of custody certificate issued by notified certification body against a NVFCS, endorsed by PEFC Council.

Note: 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 recognized certificate.

4. Conditions for issuance of license

4.1 General conditions

An entity applying for the license shall:

- a) be a legal entity registered in Ukraine,
- b) agree that the Association NVFCS collects and makes publicly available the entity's identification and other information as specified by the PEFC Council.
- c) meet the requirements of PEFC ST 2001.

Note: Where the PEFC certification covers several legal entities, for example where group and regional forest certification covers a number of forest owners / managers (independent legal entities) or where multi-site certification covers several sites which are legally independent entities, each legal entity shall apply for its own PEFC Logo usage licence.

- d) sign the PEFC Logo Use Contract

4.2. Special conditions

User group A: not relevant for the NVFCS

User group B: Entities certified against UA SFM ST 02, UA SFM ST 03

Forest owner / manager, shall hold a valid, PEFC recognised certificate in NVFCS forest management certificate,

sign the PEFC Logo Use Contract with the Association NVFCS (Appendix 1).

User group C: Entities certified against the PEFC International Chain of Custody standard PEFC ST 2002 adopted by NVFCS endorsed by PEFC

Forest related industries,

shall hold a valid, PEFC recognised chain of custody certificate,

sign the PEFC Logo Use Contract with the Association NVFCS (Appendix 1).

The holder of multisite chain of custody certification which central office is located in Ukraine can apply for multi-license covering the whole or a part of the scope of the multi-site certification provided that:

the central office and the sites are a part of a single legal entity or

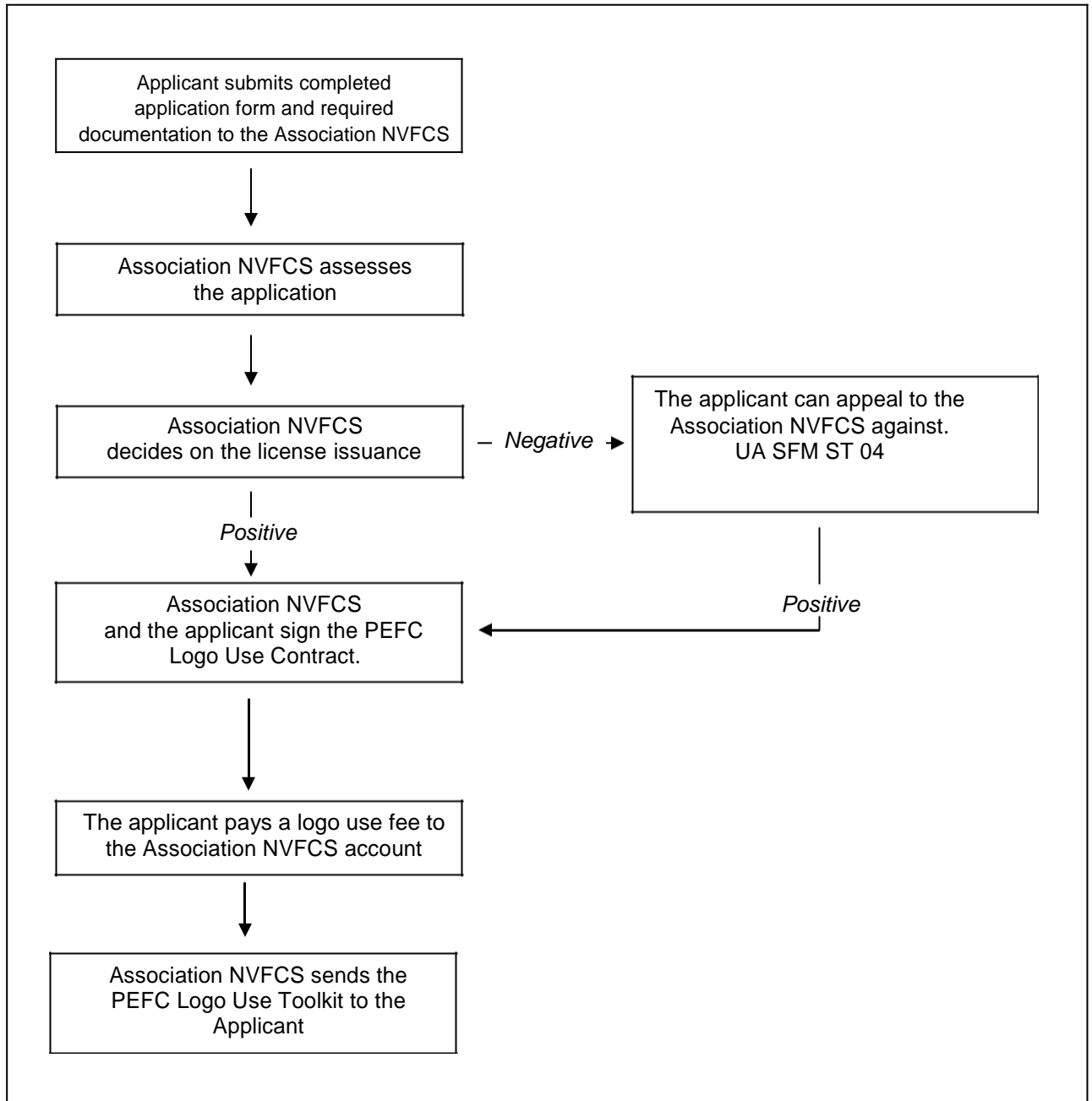
the central office and the sites are a part of a single company with a single management and organisational structure.

User category D: Other users, shall

- a) identify the purpose of the PEFC logo use that does not conflict with the objectives and good name of the PEFC Council,
- b) sign the PEFC Logo Use Contract with the Association NVFCS (Appendix 1).

5. License issuance process

Figure 1 : License issuance process



6. Mechanism for the investigation and enforcement of the compliance with PEFC Logo usage rules (PEFC ST 2001)

6.1. Association National Voluntary Forest Certification System is authorised body in Ukraine and shall take all actions, including legal if necessary, to protect the PEFC Logo trademark.

6.2. In case of unauthorized use of PEFC trademarks, or other infringement of intellectual property rights, the licensor or his authorized person sends a letter of complaint to the infringer with a request to stop illegal actions against the object of intellectual property rights.

6.3. If there are sufficient grounds, the licensor or a person authorized by him has the right, at its discretion, to apply to the court, law enforcement agencies, or the Antimonopoly Committee of Ukraine.

Appendix 1 PEFC Logo Use Contract Licence

PEFC Logo Use Contract Licence

Between

(1) Association National Voluntary Forest Certification System,
(hereinafter referred to as the Licensor)

The location of the Association is: Ukraine, 49044, Dnipro, 5, Starokozatska St.

And

(2) «Company», «Address»,
(hereinafter the «Licensee», «PEFC Logo User»),

where the the Organisation is the Licensee of the PEFC Logo Usage License.

As a result of this contract, the Licensee of the PEFC license will be able to use the recognized PEFC Logo for forest and wood products, the origin of which is from forest with sustainable forest management.

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

Article 1 General provisions:

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

The PEFC authorised body is an entity that has permission from the PEFC Council to issue PEFC logo licences and to notify certification bodies on behalf of the PEFC Council. Usually the authorised bodies are the PEFC National Governing Bodies.

The PEFC National Governing Bodies (PEFC NGBs) 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 (<https://www.pefc.org/>).

PEFC NGB and authorised body in Ukraine is Association National Voluntary Certification System (hereinafter Licensor).

Article 2 Subject of the Contract:

2.1. Under the terms of this License Contract, Licensor grants Licensee a non-exclusive license to use PEFC Logo in Licensee's business.

2.2. Licensee may not transfer, sell, or otherwise alienate the license to use PEFC Logo (sublicensee). The only authorized body for the issuance of licenses for PEFC Logo in Ukraine is the Association NVFCS.

2.3. Licensee is entitled to use PEFC logo in accordance with the PEFC Council Technical Documents (PEFC ST 2001: 2020, PEFC Trademarks Rules – Requirements). The licensee meets the following requirements: a valid certificate or active participation in the certified area.

Note: *In case of non-settlement of certain provisions of this Contract, the Parties should be guided by:*

1) *International Standard PEFC ST 2001: 2020, PEFC Trademarks Rules – Requirements;*

2) *National Standard UA SFM TD 08, Issuance of PEFC Logo usage licences, which are the main documents managed by the Association NVFCS in the process of issuing licenses for the use of PEFC logo in Ukraine.*

2.4. The rights and obligations arising from the Licensee as a result of concluding this License Contract may not be transferred by it to third parties without the consent of the Licensor.

Article 3 Copyrights to the PEFC logo:

3.1. Ownership

3.1.1 The PEFC logo and the PEFC initials are copyrighted material and are internationally registered trademarks owned by the PEFC Council. Unauthorised use of this copyrighted material is prohibited and may lead to legal action.

3.1.2 The PEFC logo and the PEFC initials shall not be used accompanied by any symbols to indicate that they are registered trademarks, such as the TM or the ^R.

3.1.3. The logo user is obliged to use the PEFC logo in accordance with the PEFC ST 2001:2020, PEFC Trademarks Rules – Requirements and technical documents, standards, guides and other documents of PEFC Council and together with a registration number issued by the PEFC Council so as to ensure that the logo user is identifiable on its basis.

3.2. The scope of the PEFC Logo Usage (on and off product usage) is issued in the International PEFC Standard PEFC ST 2001:2020, PEFC Trademarks Rules – Requirements and in other technical documents, guides and standards of PEFC Council, which were adopted by Association NVFCS.

3.3. This is set of requirements for the use of the PEFC Logo defined in PEFC ST 2001:2020, PEFC Trademarks Rules – Requirements, which forms part of the contractual documentation and is found in the annex of this contract. PEFC ST 2001:2020 is valid as stated now and as may be from time to time altered by the PEFC Council.

3.4. PEFC Trademark Usage is regulated by PEFC Council and Association NVFCS. The Association National Voluntary Forest Certification System, as PEFC authorised body, is an entity that has permission from the PEFC Council to issue PEFC logo licences in Ukraine.

Article 4 Issuance of license process:

4.1. The process of issuing a license for the use of PEFC logo is set out in the technical document UA SFM TD 08, Issuance of PEFC Logo usage licences, approved by the Council of Association NVFCS.

Article 5 PEFC logo, license number:

5.1. The Licensee has the right to use the protected logo, including the logo number (individual registration number, which is assigned after the conclusion of this contract for the use of PEFC Logo) for the company's certified products, within the business activities of the licensee.

5.2. Licensee agrees to comply with the requirements set forth in PEFC ST 2001:2020, PEFC Trademarks Rules – Requirements at the time of this contract and throughout its term.

Article 6 Validity of the Contract:

6.1. The contract is valid for three years from the date of its signing by the Licensee and the Head of the Association National Voluntary Forest Certification System.

6.2. This license contract applies to the entire territory of the world.

Article 7 Payment:

7.1. Payment under this License Contract is made in the national currency of Ukraine at the official exchange rate of hryvnia to CHF (Swiss franc) set by the National Bank of Ukraine (<https://bank.gov.ua/>) on the day of payment.

7.2. Tariffs for fees for the use of PEFC trademarks are specified in Annex 5 to the Technical Document of the National Voluntary Forest Certification System UA SFM TD 08, Issuance of PEFC Logo usage licences.

Article 8 Withdrawal, termination of the contract:

8.1. This Contract is extended for another 3 years if the Licensee fulfils the requirements of this Contract. Either party may withdraw from this Contract by giving three months' written notice to the other Party.

8.2. If there are grounds to believe that any actions of the Licensee have been committed contrary to the content of this Contract and are a violation of the PEFC ST 2001:2020, PEFC Trademarks Rules – Requirements, the license may be suspended immediately upon written notice.

8.3. If the PEFC Council, as the owner of the PEFC logo, withdraws the license to issue of the PEFC logo from the National Voluntary Forest Certification System Association, this contract will also be terminated. Licensee will not receive any compensation from Association NVFCS and PEFC Council in case of expiration of the license to use PEFC logo due to its withdrawal, cancellation or termination.

8.4. The Association NVFCS has the right to immediately terminate this License Contract if the Licensee intentionally or negligently discredits or damages the reputation of the PEFC Council and / or the Association NVFCS.

Article 9. Responsibility:

9.1. In the event that Licensee violates this Contract with respect to the unauthorized use of PEFC Logo, Licensee shall be liable in the amount of one-fifth of the market value of the products for which the unauthorized use of PEFC logo was relates. This type of penalty may be imposed on Licensee upon written notice of termination of unauthorized use of PEFC logo.

9.2. If there is evidence that the misuse of PEFC logo was unintentional, the penalty will be limited to CHF 15,000 (fifteen thousand Swiss francs), according to the official exchange rate of the Swiss franc (CHF) to the national currency of Ukraine - ₴ the hryvnia set by the National Bank of Ukraine (<https://bank.gov.ua/>) at the time of imposition of such a fine.

Article 10 Dispute resolution:

10.1. All disputes, disagreements or claims arising from or in connection with this contract, including its conclusion, interpretation, performance, violation, termination or invalidity, shall be resolved in the Commercial Court at the location of the Defendant in accordance with applicable law Of Ukraine.

Article 11 Publication of data, information:

11.1. Licensee agrees that information about the certificate, logo number and company address will be published by Licensor on its official sources. Licensee is responsible for the accuracy of such information.

Article 12 Other conditions:

12.1. This Contract shall enter into force on the date of its signing by the authorized representatives of the parties and shall be valid for the period specified in Article 6 of this license contract, subject to full fulfilment of obligations under it.

Dnipro, «_____» 20__ years

Licensor:

Association National Voluntary Forest Certification System
Head of the Association NVFCS _____

Licensee:

«Company»

Company authorised representative _____

Appendix 2 Application for PEFC Logo license

APPLICATION FOR PEFC LOGO USE LICENSE

I. Applicant's Identification Data

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

In case of application for multi-license covering several sites, the application shall include identification and contact details of all sites for which the application is made.

II. Applicant's Logo User Group

(only one category can be marked in single application)

B. Forest owners / managers	<input type="checkbox"/>	
C. Forest related industry, Trade	<input type="checkbox"/>	C-o-C Certificate holder
	<input type="checkbox"/>	Site of the multi-site C-o-C certification
	<input type="checkbox"/>	Application for multi-license
D. Other Users	<input type="checkbox"/>	

III. Information and Documents for Application Processing:

Certificate number / Expire Date <i>(if group B and C)</i> Confirmation of Participation in Group / regional / multi-site certification Turnover for the last year in CHF <i>(if group B or C)</i>	
<u>Documents required for the Application Processing:</u>	
<div style="margin-bottom: 10px;"> <input type="checkbox"/> Copy of the PEFC certificate <i>(if group B or C)</i> </div> <div style="margin-bottom: 10px;"> <input type="checkbox"/> Copy of the confirmation of participation in group certification <i>(if group B or C, group/regional/multisite certification)</i> </div> <div> <input type="checkbox"/> List of all sites covered by the application, including full contact details <i>(if application for multilicense, group C)</i> </div>	

IV. Self-Declaration:

I hereby confirm that:

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

Signature of applicant's representative

Appendix 3 Application processing form

APPLICATION PROCESSING FORM

(Completed by the Association NVFCS)

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 sent to the applicant	<input type="checkbox"/> Yes		
Logo Fee Invoice sent to the applicant	<input type="checkbox"/> Yes		
Signed contract received	<input type="checkbox"/> Yes		
Contract signed by both parties sent to the applicant	<input type="checkbox"/> Yes		
PEFC Logo Usage Toolkit 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

Appendix 4 Application for one-off of the PEFC Logo
APPLICATION FOR
ONE-OFF USE of the PEFC LOGO

I. Applicant's Identification Data

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

II. Purpose of the PEFC Logo use

Explanation of the intended use of the PEFC logo

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

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Appendix 5 Tariffs of the PEFC Logo Fee

Tariffs of the PEFC Logo Fee

Logo User Category		Issuance Fee* (CHF)**	Periodic Fee* (CHF)**
B: Forest owners / Managers	up to 1,5 Mill. CHF turnover**	0	0
	over 1,5 Mill and up to 15 Mill. CHF turnover	0	0
C: Forest Related Industries	over 15 Mill and up to 1,5 Bill CHF turnover	0	0
	over 1,5 Bill. CHF turnover	0	0
D: Other users		0	0

20% VAT should be added to the Notification Fees in case it may occur

*Payment is made in the national currency, according to the official exchange rate of UAH to the CHF set by the National Bank of Ukraine (<https://bank.gov.ua/>) on the day of payment

** Turnover: Last year's overall volume of sales of the entity covered by PEFC logo use license

Note 1: In case of multi-site certification, the multi-site organisation's turnover is calculated as a sum of turnovers of sites covered by the multisite organisation and covered by the application.