

**NATIONAL VOLUNTARY FOREST CERTIFICATION SYSTEM STANDARD**

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**PROCEDURE FOR NOTIFICATION OF CERTIFICATION  
BODIES IN NATIONAL VOLUNTARY FOREST  
CERTIFICATION SYSTEM  
(Third edition)**



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## Introduction

The interaction between Association National Voluntary Forest Certification System (hereinafter referred to as The Association, Association NVFCS) and certification bodies are formed under the principle of two “keys”: one “key” is accreditation and the other one is notification. Accreditation and notification are two different activities to be performed separately. These procedures are administratively separated and performed by different bodies (organisations). This principle is used to ensure a high level of management in National Voluntary Forest Certification System (hereinafter referred to as NVFCS), and notification becomes an important tool to ensure confidence in the activities of the accredited certification bodies and increase their responsibility for the evaluation results.

The first «key» is related to evaluation of independence and competence of the certification body during accreditation to be conducted by the accreditation body being a member of the International Accreditation Forum (IAF). It issues the accreditation certificate to the certification body.

The second «key» is in the hands of the Association NVFCS management, which established additional requirements (conditions) for notified certification bodies. Therefore, the National Voluntary Forest Certification System management does not automatically notify all accredited certification bodies.

This standard specifies the general requirements to be met by an accredited certification body in order to be notified (authorized) as a competent authority to work in National Voluntary Forest Certification System, as well as the requirements for the notification procedure.

This document does not contravene valid international agreements and contracts, national laws, other statutory instruments of the country, statutory instruments of executive bodies.

This standard is based on PEFC GD 1006 PEFC Notification of Certification Bodies operating Chain of Custody Certification in Countries without Authorised Bodies.

NVFCS certification shall be carried out by third party certification bodies, which are accredited by a national accreditation body which is a member or a part of the International Accreditation Forum (IAF) in order to demonstrate its competence and independence. Notification establishes a necessary link between the accredited certification bodies and the scheme owner (Association NVFCS) and allows certification bodies to issue Association NVFCS recognised certificates.

This second edition from the date of publication cancelled and replaced the first edition UA SFM ST 06. The second edition had minor technical amendments relating to PEFC Endorsement process of National Voluntary Forest Certification System.

This third edition from the date of publication cancels and replaces the second edition UA SFM ST 06. The third edition has minor technical amendments relating to the allocation of the list of PEFC product categories in a separate technical document and the updated Tariffs of Chain of Custody National Voluntary Forest Certification System Notification Fee.



## **1 Scope**

1.1 This standard establishes the rules and procedure for PEFC Notification to certification bodies, which will be empowered to carry out forest management and chain of custody certification in Ukraine within the National Voluntary Forest Certification System (hereinafter referred to as NVFCS).

1.2 This document is used jointly with other NVFCS documents.

## **2 Normative References**

2.1. This Standard contains references to the following documents:

UA SFM GD 01, Inventory Conduct Procedure for National Voluntary Forest Certification System

UA SFM ST 02, Sustainable Forest Management. General Provisions

UA SFM ST 03, Group Forest Management. Requirements

PEFC ST 2002, Chain of Custody of Forest and Tree Based Products. Requirements

PEFC ST 2003, Requirements for Certification Bodies operating Certification against the PEFC International Chain of Custody Standard

UA SFM ST 05, Requirements for Certification Bodies operating Certification against the National Voluntary Forest Certification System Forest Management Standard

PEFC GD 1004, Administration of PEFC Scheme

PEFC GD 1006, PEFC Notification of Certification Bodies operating Chain of Custody Certification in Countries without Authorised Bodies.

## **3 Terms and Definitions**

3.1 The terms and definitions applied in this standard are in accordance with PEFC GD 1006 PEFC Notification of Certification Bodies operating Chain of Custody Certification in Countries without Authorised Bodies.

## **4 Conditions for PEFC Notification**

4.1. The certification bodies applying for PEFC Notification from the Association National Voluntary Forest Certification System shall:

a) be registered as legal entities;

b) have valid accreditation certificate for compliance with UA SFM ST 05, Requirements for Certification Bodies operating Certification against the Forest Management Standard and / or PEFC ST 2003, Requirements for Certification Bodies operating Certification against the PEFC International Chain of Custody Standard issued by the accreditation body being a member of the International Accreditation Forum (IAF);

c) agree to publication of information on the certification body in an open database of PEFC Council and on the official website of the Association National Voluntary Forest Certification System (hereinafter referred to as the Association NVFCS), including the certification body's identification data;

d) sign an Association NVFCS PEFC Notification contract (s).

4.2 The notification within NVFCS does not include any discriminatory measures, such as the certification body's country of origin, affiliation to an association, etc.

## **5 PEFC Notification Issuance Procedures**

5.1 PEFC Notification issuance procedure includes the following stages (figure 1):

a) submission of application for PEFC Notification (appendix 1) to Association NVFCS;

b) consideration of application for PEFC Notification by the Head of Association NVFCS and decision-making on notification (appendix 2);

c) signing of a PEFC Notification contract (s) based on the certification type (appendixes 3 and 4) and inclusion of the certification body in the relevant register of the PEFC notified certification bodies.

5.2 Each subsequent stage of the PEFC notification is performed subject to a positive result of the previous stage.

5.3 In case of a negative decision on the application, the Head of Association NVFCS sends a reasonable refusal to the certification body. The certification body can submit a reasoned petition for revision of the decision within 10 days following the decision-making.

5.4 PEFC notification issuance procedure



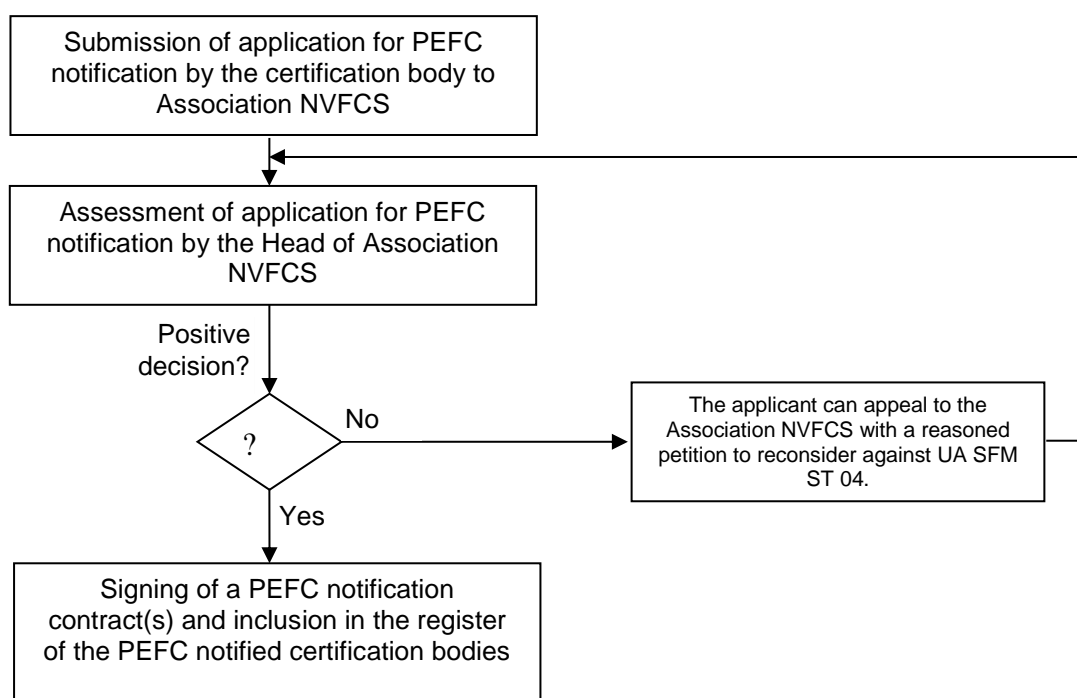


Figure1 – PEFC notification issuance procedure

## 6 Obligations of the PEFC Notified Certification Body

6.1. The PEFC notified certification body is obliged to:

a) fulfil and ensure the maintenance of its compliance with the accreditation criteria (PEFC ST 2003, Requirements for Certification Bodies operating Certification against the PEFC International Chain of Custody Standard or / and UA SFM ST 05 Requirements for Certification Bodies operating Certification against the Forest Management Standard);

b) declare its PEFC notification only in respect of the activities included in the scope of accreditation;

c) carry out forest management certification for compliance with the requirements of UA SFM ST 02 Forest Management Standard, UA SFM ST 03 Group Forest Management. Requirements (in case of Group Forest Management) in accordance with the scope of its accreditation and requirements of UA SFM ST 05 Requirements for Certification Bodies operating Certification against the Forest Management Standard;

and / or chain of custody certification for compliance with PEFC ST 2002 Chain of Custody of Forest and Tree Based Products. Requirements in accordance with the scope of its accreditation and requirements PEFC ST 2003 Requirements for Certification Bodies operating Certification against the PEFC International Chain of Custody Standard

d) control the use of the PEFC trademark and claims during surveillance and recertification audits;

e) make no statements about its PEFC notification that could undermine the confidence in National Voluntary Forest Certification System or PEFC Council or mislead the stakeholders;

f) inform the Head of Association NVFCS of changes that may affect its ability to meet the conditions of PEFC notification and the signed PEFC notification contract;

g) involve specialists as auditors meeting the competence requirements set out in UA SFM ST 05 Requirements for Certification Bodies operating Certification against the Forest Management Standard and / or in PEFC ST 2003 Requirements for Certification Bodies operating Certification against the PEFC International Chain of Custody Standard and having certificates of competence issued by Association National Voluntary Forest Certification System;

h) inform the stakeholders of the baseline evaluation of forest management not later than 30 days before its start;

i) immediately provide Association NVFCS or PEFC Council with information on each forest management and / or chain of custody certificate issued to any organisation in Ukraine and / or information on any changes in the already issued certificates in accordance with UA SFM GD 01 Inventory Conduct Procedure for National Voluntary Forest Certification System, including information on the auditors and experts who conducted the baseline evaluation, as well as provide a summary of the public evaluation report;

j) provide Association NVFCS or PEFC Council upon request, with a list of certificates issued by it, including information on the certificate number, name of the certificate holder, certificate status, date of its issuance, date of expiry, date of surveillance audits and other information;

k) in timely manner transfer into account of the Association NVFCS payment of annual notification fees against Appendix 5 for each certificate holder, which were issued by their certification body based on the invoice issued by the Association NVFCS;

l) suspend or terminate the activity confirmed by the PEFC notification in case of suspension or termination of the accreditation;

m) make no statements containing a reference to the PEFC notification after its suspension or termination.

## **7 Validity of the PEFC Notification**

7.1. The PEFC notification is valid for the whole period of validity of the certification body's accreditation. The PEFC notification can be terminated or suspended immediately by the decision of the Head of the Association NVFCS if the notification contract is violated.

7.2. In case of the cancellation of the contract between the PEFC Council and the Association NVFCS this contract may be terminated.

## Appendix 1 (obligatory) Application form for PEFC Notification

### 1 Information on the Certification Body

|                        |                               |  |             |  |
|------------------------|-------------------------------|--|-------------|--|
| <b>Organisation:</b>   | Name                          |  |             |  |
|                        | Head (position and full name) |  |             |  |
|                        | Telephone                     |  | Fax         |  |
|                        | Website                       |  |             |  |
|                        | ID                            |  |             |  |
|                        | Tax identification number     |  |             |  |
|                        |                               |  |             |  |
| <b>Address:</b>        | house, building, street       |  |             |  |
|                        | City                          |  |             |  |
|                        | Country                       |  | Postal code |  |
| <b>Contact person:</b> | Full name                     |  |             |  |
|                        | Telephone                     |  | e-mail      |  |

### 2 Information and Documents for Application Processing

|   |  |  |  |  |
|---|--|--|--|--|
| <b>Accreditation:</b>   | accreditation attestation number               |  |  |  |
|   | date of issue                                  |  |  |  |
|   | expiry date                                    |  |  |  |
|   | accreditation body that issued the attestation |  |  |  |
| <b>Annual turnover for the last year, CHF:</b>                  |  |  |  |  |
| <b>PEFC notification type</b>                                   |  |  | Forest management certification  |  |
|   |  |  | Chain of custody certification   |  |
| <b>Supporting documents required for application processing</b> |  |  | Copy of the accreditation attestation where forest management and/or chain of custody certification is indicated among the types of activity |  |

### 3 Self-Declaration

☐ I hereby confirm my consent to the transfer and processing of the above data to the Association NVFCS.

☐ I hereby confirm and guarantee that the data included in the application form is complete, truthful, up-to-date and valid, and the supporting documents attached are true copies of the original documents having no corrections or erasures.

☐ I have read the National Voluntary Forest Certification System's regulations and requirements concerning certification and accept them.

☐ I have read all the conditions of PEFC notification in full and accept them.

Signature of the head of organisation:

Date:

## Appendix 2 (obligatory) PEFC Notification Application Processing Form

### 1 Interaction on PEFC notification

|  |   | Date | Signature |
|--|---|------|-----------|
| Date application received  | <input type="checkbox"/> yes                                |      |           |
| PEFC notification type   | <input type="checkbox"/> FM<br><input type="checkbox"/> COC |      |           |
| Available evidence of fulfilling the PEFC notification conditions with National Voluntary Forest Certification System                                    | <input type="checkbox"/> yes<br><input type="checkbox"/> no |      |           |
| PEFC notification contract of the certification body drawn up and signed by Association NVFCS.<br>(No.                      dated                      ) | <input type="checkbox"/> yes                                |      |           |
| Submission of the PEFC notification contract to the certification body   | <input type="checkbox"/> yes                                |      |           |
| Contract signed by both parties returned   | <input type="checkbox"/> yes                                |      |           |

### 2 Payment of annual Fees by the certificate holders

| Year | Name of the certificate holder | Amount | Paid on date | Signature |
|------|--------------------------------|--------|--------------|-----------|
|      |                                |        |              |           |
|      |                                |        |              |           |
|      |                                |        |              |           |

### 3 PEFC notification application Appeal process

|                                |  | Date | Signature |
|--------------------------------|--|------|-----------|
| Appeal received                | <input type="checkbox"/> yes   |      |           |
| Appeal processed with decision | <input type="checkbox"/> positive<br><input type="checkbox"/> negative |      |           |

### 4 Suspension and termination of the PEFC notification

| Documents based on which the decision is made | Date | Applicable corrective action/Penalty |
|---|------|--------------------------------------|
|   |      |                                      |
|   |      |                                      |

## **Appendix 3 (obligatory) PEFC Notification Draft Contract in the Field of Certification of Forest Management**

### **PEFC Notification Draft Contract in the Field of Certification of Forest Management**

Between

Association National Voluntary Forest Certification System (hereinafter referred to as the Association NVFCS), a legal entity formed and acting under the laws of Ukraine, located at the address: Ukraine, 49044, Dnipro, 5, Starokozatska St., performing the functions of the Governing body of National Voluntary Forest Certification System, represented by Mariia Mykolaivna Maha, Head of the Association NVFCS, acting on the basis of the Articles of Association, on the one part

And

Name of the certification body, hereafter the «PEFC Notified Certification Body», having its registered office at address

Whereas the PEFC Notified Certification Body is operating PEFC forest management certification recognised by the Association NVFCS;

Whereas the Association NVFCS is the notifying body, authorised by PEFC Council to perform the administration of the PEFC scheme on behalf of PEFC Council in Ukraine.

Whereas the PEFC Council is the governing body of the Programme for the Endorsement of Forest Certification schemes and is the owner of the PEFC logo and PEFC claims;

Whereas the PEFC Notified Certification Body is to be granted PEFC notification, and the Association NVFCS recognises PEFC forest management certificates issued by the PEFC Notified Certification Body within the scope of valid accreditation to organisations which are registered in Ukraine.

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

#### **Article 1**

Definitions:

1.1 Forest Management Requirements – This is UA SFM ST 02 Sustainable Forest Management. General Provisions and in case of Group Forest Management UA SFM ST 03 Group Forest Management. Requirements, which forms part of the contractual documentation and is found in the annex of this contract. UA SFM ST 02, UA SFM ST 03 can be altered or replaced with another documents by the Association NVFCS.

1.2. Certification and Accreditation Procedures – This is UA SFM ST 05 Requirements for Certification Bodies operating Certification against the Forest Management Standard, which forms part of the contractual documentation and is found in the annex of this contract. UA SFM ST 05 can be altered or replaced with another document by the Association NVFCS.

1.3. Tariffs of PEFC Notification Fee – These are the tariffs defined in Appendix 5 to the UA SFM ST 06 Procedure for Notification of Certification Bodies in National Voluntary Forest Certification System, which forms part of the contractual documentation.

1.4. National Voluntary Forest Certification System Certificate Reporting Form – This is Appendix 6 to the UA SFM ST 06 Procedure for Notification of Certification Bodies in National Voluntary Forest Certification System, which forms part of the contractual documentation.

## **Article 2. Scope of the Contract**

2.1. Against the terms of this Contract, the Association NVFCS provides the certification body PEFC-notification in the field of forest management certification and includes it in the Register of PEFC-notified certification bodies.

2.2. In case of non-settlement of certain provisions of this Contract, the Parties should be guided by national standard UA SFM ST 06 Procedure for Notification of Certification Bodies in National Voluntary Forest Certification System and other standards, guides and technical documents of PEFC Council and Association NVFCS.

## **Article 3: Responsibilities of the PEFC Notified Certification Body**

### **The PEFC Notified Certification Body is obliged to:**

3.1 Have and keep valid accreditation issued in compliance with UA SFM ST 05 and inform the Association NVFCS immediately about any changes in the accreditation. Upon request it shall provide updated evidence that it still meets the requirements of valid accreditation.

3.2 Carry out PEFC forest management certification against UA SFM ST 02 Sustainable Forest Management. General Provisions within the scope of the valid accreditation. In case of Group Forest Management additionally carry out PEFC forest management certification against UA SFM ST 03 Group Forest Management. Requirements.

3.3 Provide the Association NVFCS immediately and truthfully with a completed reporting form for each PEFC forest management certificate and every site covered by a group certificate, issued within the scope of Association PEFC Notification and on changes concerning reported certificates.

3.4 Provide the PEFC Council and Association NVFCS, upon request, with a list on its issued PEFC forest management certificates, including information on certificate number, name of the certificate holder, country of the certificate holder, certificate status, date of issuance, date of expiry and date of surveillance audits carried out.

3.5 Pay the Association NVFCS the annual PEFC notification fee for every certificate when invoiced by the Association NVFCS. The amount of the fees is specified in Appendix 5, Tariffs of PEFC Notification Fee and can be changed by the Association NVFCS Council Board of Directors during the validity of the contract. Any change to the contract between Association NVFCS and the PEFC Notified Certification Body resulting from a change in the rates will take effect the year following that in which the Association NVFCS has informed the PEFC Notified Certification Body in writing or other charge.

3.6 Agree to be listed on the publicly available PEFC Council and Association NVFCS internet database including the certification body's identification data and/or other data as may be specified by the PEFC Council.

3.7 Inform PEFC forest management certificate holders about the range of information it is reporting to the Association NVFCS and that this information (except the certificate holders turnover) will be made publicly available on the PEFC Information Register.

3.8 Inform the certificate holder how to obtain a PEFC Logo use license.

#### **Article 4: Responsibilities of the Association NVFCS**

4.1. The Association NVFCS 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 and Association NVFCS in technical document UA SFM TD 08 Issuance of PEFC Logo usage licences and other standards of PEFC Council and Association NVFCS:.

4.2. The Association NVFCS is obliged to inform the PEFC Notified Certification Body of any changes to the PEFC Council regulations and documentation which affect this contract.

#### **Article 5: Contract Termination and Responsibility of the Parties**

5.1. Either party may terminate this Contract by notifying the other Party 3 months before the desired termination of the Contract, in writing by registered mail to the address specified in this Contract or to the last known address of the other Party.



5.2. The Association NVFCS 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.

5.3. 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.

5.4. No the Association 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.

5.5. The Association NVFCS 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.

5.6. In case of termination of the contract between the PEFC Council and Association NVFCS, the PEFC notification issued by the Association NVFCS may also be considered invalid, and the PEFC Council and the Association NVFCS shall not reimburse the PEFC-notified body for any compensation in this case.

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

#### **Article 6: Validity of the Contract**

6.1. The PEFC notification Contract in the field of forest management certification shall enter into force upon signature by the authorized representatives of the Parties and shall be valid for the term of accreditation of the certification body, in case of the full compliance to obligations under it.

6.2. This Contract shall apply to the entire territory of the world.

#### **Article 7: Payment:**

7.1. Payment under this PEFC Notification 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 PEFC Notification in scope of the forest management certification are specified in Annex 5 to the Standard of the National Voluntary Forest Certification System UA SFM ST 06 Procedure for Notification of Certification Bodies in National Voluntary Forest Certification System.

**Article 8: Dispute resolution**

8.1. 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.

8.2. In cases where the Defendant will be a PEFC-notified certification body, which is a legal entity - a non-resident of Ukraine, all disputes, differences or requirements arising from this contract or in connection with it, including its conclusion, interpretation, execution, violation, termination or invalidity shall be subject to decision in the International Commercial Arbitration Court at the Chamber of Commerce and Industry of Ukraine in accordance with its Rules. The law governing this contract is the substantive law of Ukraine. The arbitral tribunal shall consist of one judge. The place of the Arbitration Court meeting is the city of Kyiv. The language of arbitration is the Ukrainian language.

**Article 9: LEGAL ADDRESSES AND SIGNATURES OF PARTIES:**

## **Appendix 4 (obligatory) PEFC Notification Contract in the Field of Certification of Chain of Custody**

Between

Association National Voluntary Forest Certification System (hereinafter referred to as the Association NVFCS), a legal entity formed and acting under the laws of Ukraine, located at the address: Ukraine, 49044, Dnipro, 5, Starokozatska St., performing the functions of the Governing body of National Voluntary Forest Certification System, represented by Mariia Mykolaivna Maha, Head of the Association NVFCS, acting on the basis of the Articles of Association (hereinafter referred to as the Contractor), on the one part

And

Name of the certification body, hereafter the "PEFC Notified Certification Body", having its registered office at address

Whereas the PEFC Notified Certification Body is operating PEFC chain of custody certification recognised by the Association NVFCS;

Whereas the Association NVFCS is the notifying body, authorised by PEFC Council to perform the administration of the PEFC scheme on behalf of PEFC Council in Ukraine.

Whereas the PEFC Council is the governing body of the Programme for the Endorsement of Forest Certification schemes and is the owner of the PEFC logo and PEFC claims;

Whereas the PEFC Notified Certification Body is to be granted PEFC notification, and the Association NVFCS recognises PEFC chain of custody certificates issued by the PEFC Notified Certification Body within the scope of valid accreditation to organisations which are registered in Ukraine.

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

### **Article 1**

Definitions:

1.1. Chain of Custody of Forest Based Products – Requirements – This is PEFC ST 2002, Chain of Custody of Forest Based Products – Requirements, which forms part of the contractual documentation and is found in the annex of this contract. PEFC ST 2002:2020 can be replaced with another document by the Association NVFCS.

1.2. Certification and Accreditation Procedures – This is PEFC ST 2003:2020,

Requirements for Certification Bodies operating Certification against the PEFC International Chain of Custody Standard, which forms part of the contractual documentation and is found in the annex of this contract. PEFC 2003:2020 can be replaced with another document by the Association NVFCS.

1.3. Tariffs of PEFC Notification Fee – These are the tariffs defined in Appendix 5 to the UA SFM ST 06 Procedure for Notification of Certification Bodies in National Voluntary Forest Certification System, which forms part of the contractual documentation.

1.4. National Voluntary Forest Certification System Certificate Reporting Form – This is Appendix 6 to the UA SFM ST 06 Procedure for Notification of Certification Bodies in National Voluntary Forest Certification System, which forms part of the contractual documentation.

## **Article 2: Scope of the Contract**

2.1. Against the terms of this Contract, the Association NVFCS provides the certification body PEFC-notification in the field of chain of custody certification and includes it in the Register of PEFC-notified certification bodies.

2.2. In case of non-settlement of certain provisions of this Contract, the Parties should be guided by national standard UA SFM ST 06 Procedure for Notification of Certification Bodies in National Voluntary Forest Certification System and other standards, guides and technical documents of PEFC Council and Association NVFCS.

## **Article 3: Responsibilities of the PEFC Notified Certification Body**

### **The PEFC Notified Certification Body is obliged to:**

3.1 Have and keep valid accreditation issued in compliance with PEFC ST 2003:2020 and inform the Association NVFCS immediately about any changes in the accreditation. Upon request it shall provide updated evidence that it still meets the requirements of valid accreditation.

3.2 Carry out PEFC chain of custody certification against PEFC ST 2002:2020 within the scope of the valid accreditation.

3.3 Provide the Association NVFCS immediately and truthfully with a completed reporting form for each PEFC chain of custody certificate and every site covered by a multi-site certificate, reported certificates. issued within the scope of Association PEFC Notification and on changes concerning.

3.4 Provide the PEFC Council and Association NVFCS, upon request, with a list on its issued PEFC chain of custody certificates, including information on certificate number, name of the certificate holder, country of the certificate holder, certificate status, date of issuance, date of expiry and date of surveillance audits carried out.

3.5 Pay the Association NVFCS the annual PEFC notification fee for every certificate when invoiced by the Association NVFCS. The amount of the fees is specified in Appendix 5, Tariffs of PEFC Notification Fee and can be changed by the Association NVFCS Council Board of Directors during the validity of the contract. Any change to the contract between Association NVFCS and the PEFC Notified Certification Body resulting from a change in the rates will take effect the year following that in which the Association NVFCS has informed the PEFC Notified Certification Body in writing or other charge.

3.6 Agree to be listed on the publicly available PEFC Council and Association NVFCS internet database including the certification body's identification data and/or other data as may be specified by the PEFC Council.

3.7 Inform PEFC chain of custody certificate holders about the range of information it is reporting to the Association NVFCS and that this information (except the certificate holders turnover) will be made publicly available on the PEFC Information Register.

3.8 Inform the certificate holder how to obtain a PEFC Logo use license.

#### **Article 4: Responsibilities of the Association NVFCS**

4.1. The Association NVFCS 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 and Association NVFCS in technical document UA SFM TD 08 Issuance of PEFC Logo usage licences and other standards of PEFC Council and Association NVFCS.

4.2. The Association NVFCS is obliged to inform the PEFC Notified Certification Body of any changes to the PEFC Council regulations and documentation which affect this contract.

#### **Article 5: Contract Termination and Responsibility of the Parties**

5.1. Either party may terminate this Contract by notifying the other Party 3 months before the desired termination of the Contract, in writing by registered mail to the address specified in this Contract or to the last known address of the other Party.

5.2. The Association NVFCS 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.

5.3. 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.

5.4. No the Association 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.

5.5 The Association NVFCS 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.

5.6. In case of termination of the contract between the PEFC Council and Association NVFCS, the PEFC notification issued by the Association NVFCS may also be considered invalid, and the PEFC Council and the Association NVFCS shall not reimburse the PEFC-notified body for any compensation in this case.

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

#### **Article 6: Conditions for entry into force of the Contract**

6.1. The PEFC notification Contract in the field of supply chain certification shall enter into force upon signature by the authorized representatives of the Parties and shall be valid for the term of accreditation of the certification body, in case of the full compliance to obligations under it.

6.2. This Contract shall apply to the entire territory of the world.

#### **Article 7: Payment**

7.1. Payment under this PEFC Notification 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 PEFC Notification in scope of the forest management certification are specified in Annex 5 to the Standard of the National Voluntary Forest Certification System UA SFM ST 06 Procedure for Notification of Certification Bodies in National Voluntary Forest Certification System

#### **Article 8: Dispute resolution**

8.1. 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.

8.2. In cases where the Defendant will be a PEFC-notified certification body, which is a legal entity - a non-resident of Ukraine, all disputes, differences or requirements arising from this contract or in connection with it, including its conclusion, interpretation,

execution, violation, termination or invalidity shall be subject to decision in the International Commercial Arbitration Court at the Chamber of Commerce and Industry of Ukraine in accordance with its Rules. The law governing this contract is the substantive law of Ukraine. The arbitral tribunal shall consist of one judge. The place of the Arbitration Court meeting is the city of Kyiv. The language of arbitration is the Ukrainian language.

**Article 9: LEGAL ADDRESSES AND SIGNATURES OF PARTIES:**

## **Appendix 5 (obligatory): Tariffs of National Voluntary Forest Certification System Notification Fee**

### **Tariffs of Chain of Custody National Voluntary Forest Certification System Notification Fee**

| Turnover of the PEFC certified organization, CHF | PEFC notification fee, CHF* without VAT** |
|--|---|
| < 150'000  | 150                                       |
| >150'000 - 750'000                               | 450                                       |
| >750'000 - 1,5 million                           | 550                                       |
| >1,5 million to 5 million                        | 1000                                      |
| >5 million to 15 million                         | 1300                                      |
| >15 million to 25 million                        | 1500                                      |
| >25 million to 35 million                        | 1750                                      |
| >35 million to 45 million                        | 2000                                      |
| >45 million to 150 million                       | 2500                                      |
| >150 million to 300 million                      | 4000                                      |
| >300 million to 450 million                      | 5000                                      |
| >450 million to 1500 million                     | 7500                                      |
| >1500 million                                    | 12000                                     |

In case of multi-site certifications, which are not producer groups, the multi-site organisation's turnover is calculated as a sum of turnovers of sites covered by the multisite organisation.

### **Tariffs of PEFC Forest Management Notification Fee**

|  |                                     |
|--|-------------------------------------|
| Notification fee per hectare of certified forest | 0,05 CHF* per hectare without VAT** |
|--|-------------------------------------|

In case of Group Forest Management Certification, the group certified area is calculated as a sum of areas of group participants.

\*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

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



## **Appendix 6 (obligatory) : National Voluntary Forest Certification System Certificate Reporting Form**

### **National Voluntary Forest Certification System Certificate Reporting Form**

(to be completed for every certificate and every site covered by a multi-site certificate)

Contact details:

|                               |      |
|-------------------------------|------|
| Organisation name             |      |
| Organisation`s representative |      |
| Adress: Street, No            |      |
| City                          | Zip  |
| Country                       |      |
| Contact person                |      |
| Telephone                     | Fax  |
| E-mail                        | Http |

Certificate information

|  |  |
|--|--|
| Certification body name                            |  |
| Certification number                               |  |
| Subcertification number(if applicable)             |  |
| Certification issuance date                        |  |
| Certificate expiry date                            |  |
| Accreditation Body Name                            |  |
| Accreditation Number                               |  |
| Certified entity turnover for the last year in CHF |  |

Certified product information

| Product name | Product category code* | Product description* | Species code**<br>(can include more then one) |
|--------------|------------------------|----------------------|---|
|              |                        |                      |   |
|              |                        |                      |   |
|              |                        |                      |   |
|              |                        |                      |   |

\* See the UA SFM TD 10 PEFC product categories for codes of products.

\*\*See the next page for codes of 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.

| List of species |                         |   |  |
|-----------------|-------------------------|---|--|
| 1               | Coniferous              | All woods derived from trees classified botanically as Gymnospermae - e.g. fir (Abies), parana pine (Araucaria), deodar (Cedrus), ginkgo (Ginkgo), larch (Larix), spruce (Picea), pine, chir, kail (Pinus), etc. These are generally referred to as softwoods.  |  |
| 2               | Non-coniferous tropical | All woods derived from trees classified botanically as Angiospermae - e.g., maple (Acer), alder (Alnus), ebony (Diospyros), beech (Fagus), lignum vitae (Guiaicum), poplar (Populus), oak (Quercus), sal (Shorea), teak (Tectona), casuarina (Casuarina), etc. These are generally referred to as broadleaved or hardwoods. | Non-coniferous woods originating from tropical countries.            |
| 3               | Non-coniferous other    |   | Non-coniferous woods originating from countries other than tropical. |
| 4               | Not specified           |   |  |