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PEFC logo usage procedures

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Introduction

Based on the article 13 from the Statute of The Council for Sustainable Forest Management in Macedonia (The Council for SFM) and PEFC ST 2001:2008 PEFC Logo Usage Rules – Requirements, The Council for SFM is adopting this document as detailed procedures for issuing license for usage of PEFC logo.

1 Scope

This Guide sets out the rules for the issuance of PEFC logo use licenses, hereafter “licenses”, by The Council for SFM to ensure legally compliant use of the PEFC Logo in accordance with the PEFC Logo usage rules – requirements, PEFC ST 2001:2008 v2.

The Council for Sustainable Forest Management in Macedonia is authorised by the PEFC Council to issue licenses to entities located in the Republic of Macedonia and sites in other countries, participating in a multi-site Chain of Custody certification with the central office being in Macedonia.

2 Normative references

PEFC ST 2001:2008 v2, PEFC Logo usage rules – Requirements
PEFC GD 1004:2009, Administration of PEFC Scheme

3 Terms and definitions

Accredited certificate

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

Council for Sustainable Forest Management in Macedonia recognized certificate

a) a valid, accredited Forest Management certificate of a certification body notified by The Council for SFM, issued against PEFC National Standard for Sustainable Forest Management in Macedonia to an entity registered in Macedonia.

b) a valid, accredited Chain of Custody certificate of a certification body notified by The Council for SFM, issued against the international PEFC Chain of Custody standard PEFC ST 2002:2013, Requirements for Chain of Custody of Forest Based Products to an entity registered in Macedonia.

4 Conditions for logo license issuance

General conditions

The applicant applying for the license shall

- a) be a legal entity
- b) agree that the entity’s identification and other information are publicly available on the web based PEFC Information Register.

Special conditions

User group B: Forest owners/managers, shall

- a) hold a Council for SFM recognised Forest Management certificate, issued against the PEFC National Standard for Sustainable Forest Management in Macedonia that is endorsed by the PEFC Council,
- b) sign a PEFC Logo Use Contract with The Council for SFM.

User group C: Forest related industries, shall

- a) hold a Council for SFM recognised Chain of Custody certificate, issued against PEFC Chain of Custody standard PEFC ST 2002:2013 that is endorsed by the PEFC Council,
- b) sign a PEFC Logo Use Contract with The Council for SFM.

The holder of multisite Chain of Custody certification with the central office placed in Macedonia can apply for a multi-license covering the whole or a part of the scope of the multi-site certification provided that:

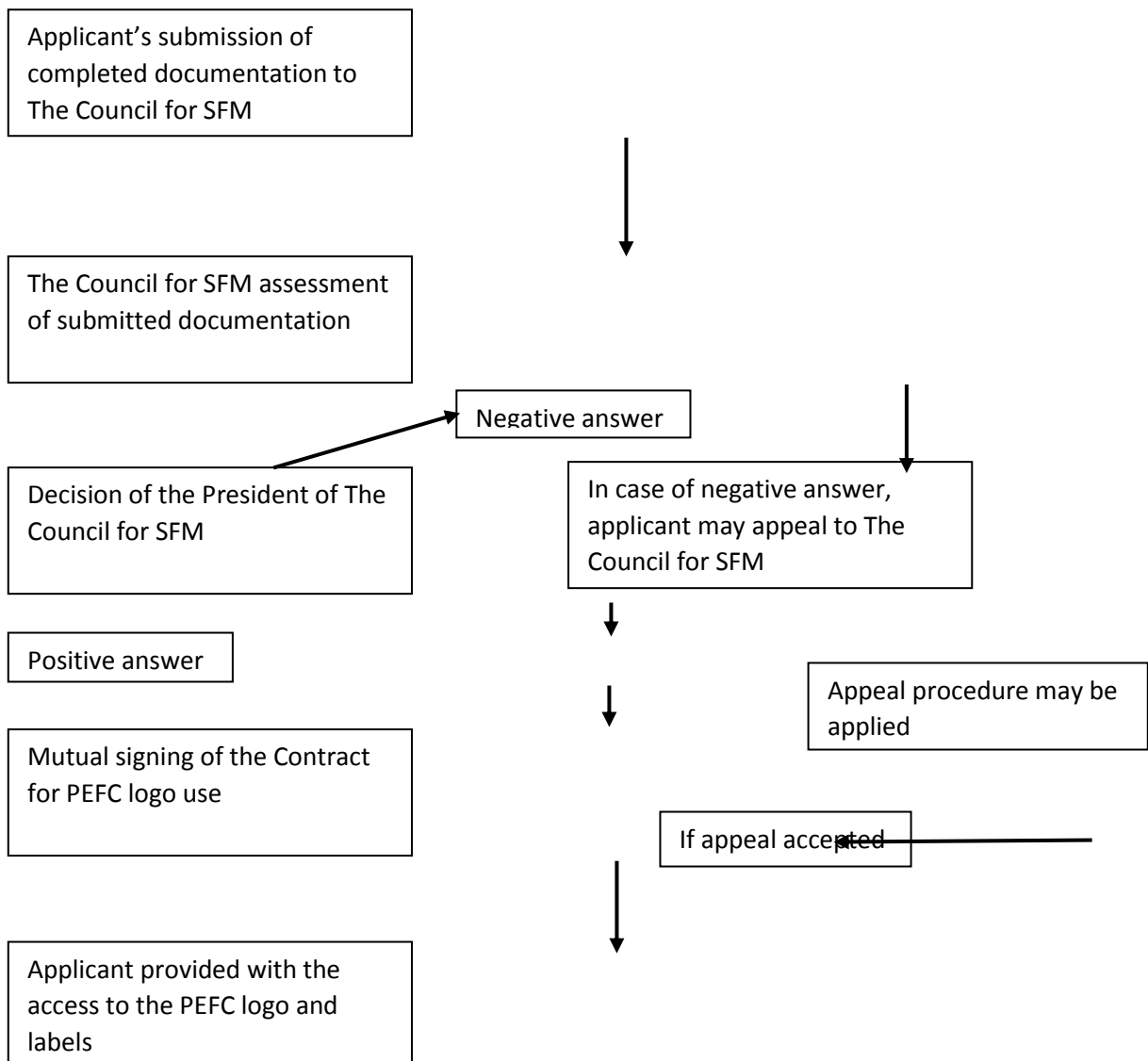
- a) the central office and the sites are a part of a single legal entity or

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

User group D: Other users, shall

- a) identify the purpose of the PEFC logo use, which does not conflict with the objectives and good name of the PEFC Council,
- b) be registered in Macedonia,
- c) sign a PEFC Logo Use Contract with The Council for SFM.

5 License issuance process



6 Validity of licenses

Licenses are valid for the following time periods:

a) User group B:

- Validity of The Council for SFM recognised Forest Management certificate, and
- Validity of the PEFC Council endorsement of the version of PEFC MK 03:2017, PEFC National Standard for Sustainable Forest Management in Macedonia the certificate was issued against.

b) User group C:

- Validity of the PEFC Chain of Custody certificate

c) User group D: Validity of the contract

PEFC Logo Use Contract

Between

(1) The Council for SFM in Macedonia, having its registered office at [address]

And

(2) [Logo user], hereafter the “logo user”, having its registered office at [address].

Whereas the logo user is a logo user in the User Group [name of the User Group (i.e. B – Forest owners/managers, C – Forest related industries or D – Other users)] as defined in the PEFC Logo Use Rules, including the following sites:

[list of sites]

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

Whereas The Council for SFM is acting in The Republic of Macedonia on behalf of the PEFC Council;

Whereas the logo user is to be granted a PEFC logo license with the number [PEFC license number] 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 set of requirements for the use of the PEFC Logo defined in PEFC ST 2001:2008, which forms part of the contractual documentation. The latest edition of PEFC ST 2001:2008 (including any amendment) or the document which replaces PEFC ST 2001:2008 applies.

Article 2: Copyrights to the PEFC logo

1. For the avoidance of any doubt, the PEFC logo is copyrighted material and a registered trademark owned by the PEFC Council. The initials “PEFC” are also registered and covered by copyright. Unauthorised use of this copyrighted material is prohibited and may lead to legal action. The use of the PEFC logo is regulated and governed by the PEFC Council, and by The Council for SFM in Macedonia on the PEFC Council’s behalf.

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.
2. The logo user is obliged to inform The Council for SFM immediately and truthfully on any changes concerning logo user's identification data and certified status in case of logo user group B and C.

Article 4: Responsibilities of The Council for SFM

1. The Council for SFM is obliged to provide the logo user with access to the PEFC logo and labels within two weeks after this contract was signed by the logo user and The Council for SFM.

2. The Council for SFM is obliged to inform the logo user on any change of the regulations and documentation concerning PEFC logo use, which affects this contract.

Article 5: Penalty

1. In case of a logo use by the logo user which is not in accordance with the PEFC Logo Use Rules or this contract, The Council for SFM may impose, in case of user group B and C, a contractual penalty of an amount being one-fifth the market value of the products to which the logo use relates, unless the logo user proves that such unauthorised use was unintentional. In the latter case the penalty will be limited to amount equivalent to 15,000 CHF in a Macedonian denars (MKD).

2. The Council for SFM has the right to alter the amount of the penalty demanded for use of the PEFC logo in contravention of the contract. The change shall come into effect three months after The Council for SFM has informed the logo user, in writing, of the change.

Article 6: Contract Termination

1. Either party may terminate this contract with three-month prior notice by registered letter.

2. The Council for SFM may revoke this 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 Council for SFM 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 month after the logo user has provided an explanation concerning the suspected misuse to The Council for SFM, which will examine the matter. The Council for SFM may reverse a decision on the temporary revocation of the contract when the logo user has implemented corrective measures approved by The Council for SFM and given The Council for SFM notification that this has been done.

3. The Council for SFM may terminate the contract with 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 expiry of the PEFC recognised Forest Management certificate, in case of logo user group B, or PEFC recognised Chain of Custody certificate, in case of logo user group C, will result in automatic termination of the contract with effect on the same date as the withdrawal, suspension or expiry of the Forest Management or the Chain of Custody certificate.

5. Withdrawal, suspension or expiry of the PEFC Council endorsement of the PEFC MK 03:2017, in case of logo user group B, will result in automatic termination of the contract with effect on the same date as the withdrawal, suspension or expiry of the endorsement by the PEFC Council.

6. The Council for SFM 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. The Council for SFM is permitted to make the logo user's identification data and information concerning the certification status publicly available on the web based PEFC Council Information Register.

2. In case of logo user group C, the logo user shall provide The Council for SFM, immediately after each audit, with a summary of the on-product use of the PEFC logo by the logo user, broken down by product, product category, production unit or similar, to the degree of accuracy that the Chain of Custody system used by the logo user permits. In addition the logo user shall supply the The Council for SFM with a detailed, free form account of any off-product use of the PEFC logo.

3. In case of logo user group D, the logo user shall provide The Council for SFM with an annual report containing a free form account of the off-product use of the PEFC logo.

Article 8: Validity of the Contract

1. The contract enters into force when it was signed by the logo user and The Council for SFM.

Article 9: Other terms of the contract

1. The Council for SFM reserves the right to carry out (by itself or to commission a third party to act on its behalf) an on-site inspection of the logo user's operations, if it has received a complaint by third party, or if The Council for SFM 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.

Article 10: Arbitration

1. This contract is subject to Macedonian law.
2. Any disputes arising out of this agreement shall be finally and exclusively settled by the courts of The Republic of Macedonia.

Signed in duplicate.

In _____ on _____

For and on behalf of
The Council for SFM in Macedonia

In _____ on _____

For and on behalf of
the logo user
