

PROJECT FOR THE DEVELOPMENT AND INSTITUTIONALISATION OF A PAFC CERTIFICATION SYSTEM FOR THE CONGO BASIN



Licensing of the PEFC registered trademarks

PAFC/PROC-005-2020-1



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Introduction

PAFC Congo Basin certification is regional certification applicable at the national level in each country covered by the PAFC Congo Basin certification scheme.

PAFC Congo Basin sustainable forest management system certification is issued by third party certification bodies, notified by the national PAFC organisation that is present in the country.

PEFC trademarks provide information on the origin of forest products sourced from sustainably managed forests, recycled products and other non-controversial sources. The use of the PEFC logo is only allowed after one obtains a licence to use the PEFC logo, which is issued by the PEFC Council or a PEFC-authorised body such as the national PAFC organisations.

The national PAFC Cameroon, PAFC Congo and PAFC Gabon organisations, referred to in the PAFC **COUNTRY** document, are each responsible for the implementation of the present procedure in their respective countries for the issuance of licences to use the PEFC registered trademarks and the PEFC logo.

1. Scope

This document (PAFC/PROC-005-2020) describes the procedure for the licensing of PEFC registered trademarks by PAFC **COUNTRY**. It also outlines the necessary conditions for obtaining the licences and their validity periods.

The usage licences are subject to the applicant's commitment to comply with the PEFC registered trademark usage rules according to the PEFC ST 2001:2020 requirements.

2. Normative references

The documents referenced below are essential for the implementation of this document. In any event, the latest valid versions of these references must apply.

- The PEFC Council's reference documents:
 - PEFC ST 2001:2020 *PEFC Trademarks Rules - Requirements* adopted by PAFC **COUNTRY** ;
 - PEFC – ST 2002:2020 *Chain of custody of Forest and tree based products - Requirements* adopted by PAFC **COUNTRY**
 - PEFC GD 1004:2009 (current version) *Administration of PEFC Scheme*;
 - PEFC ST 2003:2020 *Requirements for Certification Bodies operating Certification against the PEFC International Chain of Custody Standard* adopted by PAFC **COUNTRY**;
- PAFC Congo Basin reference documents:
 - PAFC/NORM-001-2019 *Sustainable forest management - Requirements (Gestion durable des forêts – Exigences)*
 - PAFC/NORM-002-2020 *Requirements for bodies carrying out PAFC sustainable forest management audits and certification (Exigences pour les organismes procédant à l'audit et à la certification de la gestion forestière durable PAFC)*
 - PAFC/PROC-002-2020 - *Handling of complaints and appeals (Traitement des plaintes et des appels)*



3. Terms and definitions

Accredited certificate	A certificate issued by a certification body as part of its accreditation, and bearing the accreditation body's symbol.
Certificate recognised by PAFC COUNTRY	<p>Only candidate entities with PEFC-recognised certificates are eligible to apply for a PEFC registered trademark usage licence issued by PAFC COUNTRY.</p> <p>The certificates recognised by PAFC COUNTRY are the following:</p> <ul style="list-style-type: none"> a) A certificate of sustainable forest management system that is accredited, valid and issued by a certification body notified by PAFC COUNTRY on the basis of the PAFC/NORM-001-2019 standard <i>Sustainable Forest Management - Requirements</i> recognised by the PEFC Council; b) An accredited and valid chain of custody certificate issued by a certification body notified by PAFC COUNTRY on the basis of the PEFC ST 2002-2020 standard <i>Chain of custody of Forest and tree based products - Requirements</i>
PAFC COUNTRY	<p>Refers in this document to the national PAFC organisations of the Congo Basin: PAFC Cameroon, PAFC Congo and PAFC Gabon.</p> <p>Where the term COUNTRY is capitalised in the text, it should be understood as a generic term to be replaced by the name of the relevant country.</p>
On-product use	<p>The use of PEFC trademarks relating to certified materials of a product or that which is likely to be perceived or understood by purchasers or the public as referring to PAFC Congo Basin certified materials.</p> <p>Use on the product may be direct (when PEFC trademarks are placed on tangible products) or indirect (the trademarks refer to tangible products even though they are not directly applied on the product).</p>
Off-product use	<p>The use of PEFC trademarks other than use on products, which does not refer to a specific product or the origin of a raw material from a PAFC Congo Basin certified forest.</p>



4. Prerequisites for the issuance by PAFC *COUNTRY* of a license for the use of the PEFC registered trademarks

4.1. General conditions

The applicant entity wishing to apply for a licence must:

- a) Be a legal entity,
- b) Agree with the fact that PAFC *COUNTRY* gathers and makes public the company's information as well as any other information specified by the PEFC Registration System.

4.2. Specific conditions

Depending on the type of user, additional special conditions apply, i.e.:

Group B users: Concessionaires/managers must:

- a) Be in possession of a valid sustainable forest management system certificate recognised by PAFC *COUNTRY* ;
- b) Have signed a PEFC trademark use agreement with PAFC *COUNTRY* (Annex 1).

Group C users: Industrial timber processors must:

- a) Be in possession of a valid chain of custody certificate recognised by PAFC *COUNTRY*;
- b) Have signed a PEFC trademark use agreement with PAFC *COUNTRY* (Annex 1).

The holder of a multi-site chain of custody certification whose head office is based in the *COUNTRY* may apply for a multi-site licence covering all or parts of the scope of the multi-site certification provided that:

- a) the head office and the sites are part of a single legal entity; or
- b) the head office and the sites are part of a single company under a single management structure (in the sense of "management") and a single organisational structure.

Note: In accordance with the PEFC ST 2002:2020 standard, all PEFC chain of custody certificate holders must sign a contract for the use of the PEFC trademarks.

Group D users: other users must:

- a) State the objectives of the use of the trademarks, justifying that they do not conflict with the objectives and good reputation of the PEFC Council and PAFC *COUNTRY* ;
- b) Have signed the PEFC trademark use agreement with PAFC *COUNTRY* (Annex 1).



5. Process for the issuance by PAFC **COUNTRY** of a license for the use of the PEFC registered trademarks

Step 1:

An applicant entity must submit an application form (Annex 2 for groups B and C, Annex 3 for group D) to PAFC **COUNTRY**, completed and accompanied by all the necessary documentation presented in section 0, matching the situation of the applicant entity, i.e.:

- Proof of legal existence;
- A copy of the accredited and valid certificate recognised by PAFC **COUNTRY** (groups B and C);
- A document that states the objectives of the use of the trademarks, justifying that they do not conflict with the objectives and good reputation of the PEFC Council and PAFC **COUNTRY** (group D).

Step 2:

The PAFC **COUNTRY** Bureau examines the applicant entity's application.

Step 3:

The PAFC **COUNTRY** Bureau makes a decision:

- positive, so step 4 follows;
- negative, so the PAFC **COUNTRY** Bureau must provide reasons and notify the applicant entity of its decision.

Note: The applicant entity may appeal this decision in accordance with the provisions of the PAFC **COUNTRY** complaints and appeals procedure (PAFC/PROC-002-2020). The decision of the General Assembly is then final.

Step 4:

The applicant entity and PAFC **COUNTRY** sign a contract for the use of the trademarks in accordance with the PEFC ST 2001-2020 standard (template in Annex 1).



6. Validity of the licenses issued by PAFC **COUNTRY** to use the PEFC registered trademarks

The licences are valid for the periods described below:

- Group B users: validity period of the PAFC **COUNTRY** forest management certificate;
- Group C users: validity period of the PEFC chain of custody certificate;
- Group D users: validity of the contract with PAFC **COUNTRY**.

Note: PAFC **COUNTRY** is responsible for the administration of the PAFC Congo Basin scheme on the basis of a contract with the PEFC Council. Termination of the contract between PEFC Council and PAFC **COUNTRY** has the immediate and automatic consequence of rendering all notifications and licences to use the PEFC trademarks issued by PAFC **COUNTRY** null and void.

7. Occasional use of the PEFC registered trademarks

PAFC **COUNTRY** may authorise the occasional use of PEFC trademarks for off-product use (e.g. newsletters, publications, reports etc.) under these conditions:

- a) The use must not be in conflict with the objectives and reputation of PAFC **COUNTRY** or the PEFC Council,
- b) Trademarks must be used with the PAFC **COUNTRY** registration number (PEFC/XX-xx-xx),
- c) The phrase "reproduced with the permission of PAFC **COUNTRY**" must be specified.

8. Unauthorised use of the registered trademarks

In the event of unauthorised use of PEFC trademarks a penalty of one fifth of the market value of the products affected by the unauthorised use of the trademarks will be applied by PAFC **COUNTRY**, unless the user of the PEFC trademarks proves that such unauthorised use was unintentional. In the latter case, the penalty will be limited to 15,000 euros.

9. The monitoring and supervisory system

PAFC **COUNTRY** will set up a mechanism to monitor and supervise the correct use and compliance with the rules for the use of PEFC trademarks (PEFC ST 2001). The monitoring will be based on the monitoring sheet presented in Annex 4.

PAFC **COUNTRY** will take measures, including legal measures if necessary, to protect PEFC trademarks.



Annex 1 - Template agreement for the use of PEFC registered trademarks according to the PEFC ST 2001 standard in effect

Preliminary note:

The below contract template is to be adapted according to the user group (B, C or D) to which the co-signer belongs.

The template presents the various drafting possibilities depending on the group, preceded by the letter referring to the group between two square brackets []. The sentences or parts of sentences to be chosen from are highlighted in yellow. Unnecessary or unsuitable entries are to be removed from the contract during its preparation.

Texts in red should also be updated according to the situation.

Example taken from Article 8 - Validity of the contract:

[B][C] *It is valid as long as the [B] PAFC Congo Basin sustainable forest management system certificate, /[C] PEFC chain of custody certificate remains valid except in the event of termination as provided for in article 6.*

[D] *Its period of validity is / one-year, renewable automatically unless it is terminated in accordance with article 7.*

If the signatory user is a forest concessionaire - a user in group B - the following will necessarily be kept for this article:

"It is valid for as long as the [B] PAFC Congo Basin sustainable forest management system certificate remains valid, unless it is terminated in accordance with article 6".

If the user belongs to group D, only the second sentence should be kept.



Agreement for the use of PEFC registered trademarks

BETWEEN:

PAFC **COUNTRY**, **ADDRESS**, **COUNTRY**,

Represented by *LAST NAME, First name, title.*

AND

.....(*name of the registered trademark user*) **ADDRESS**,
COUNTRY,

Represented by *LAST NAME, First name, title.*

Hereinafter referred to as the "user of the registered trademarks"

Whereas here (*name of the registered trademark user*) is a user of PEFC registered trademarks belonging to group **B/C/D** as defined in the PEFC ST 2001-2020 Registered trademark usage requirements;

[B] This licence is granted to the holder of the forest management certificate recognised by PAFC **COUNTRY**, referred to above as the "user of the registered trademarks".

[C] This licence is granted to the holder of an individual/multi-site PEFC chain of custody certificate recognised by PAFC **COUNTRY**, referred to above as the "user of the registered trademarks and to participating sites certified under the same certificate referred to below:

Name and address of each site covered by the certificate

[D] This licence is granted to the organisation, referred to above as the "user of the registered trademarks".

Whereas PAFC **COUNTRY** is the body authorized to administer the PEFC system on behalf of the PEFC Council for the **COUNTRY** through an administration contract signed with the PEFC Council;

Whereas the PEFC Council is the owner and holds the copyright over the PEFC registered trademarks:

- the PEFC logo,
- and the PEFC initials;



Whereas the user of the registered trademarks will receive a usage license carrying the registration number PEFC/XX-XX-XX-XX and will be entitled to use the PEFC registered trademarks **[B] [D] off-product / [C] off-product and on-product** in accordance with the use requirements defined in the PEFC ST 2001-2020 standard;



For these reasons, the parties agree as follows:

Article 1: Definitions

1. Rules for the use of the PEFC registered trademarks

The rules for the use of PEFC registered trademarks are defined in the PEFC ST 2001-2020 normative document.

[C] The obligation to hold a contract for the use of registered trademarks is described in PEFC standard - ST 2002:2020 *Chain of custody of Forest and tree based products* (adopted by PAFC **COUNTRY**).

[B] [D] This standard is / [C] These standards form an integral part of the documentation of this contract, presented in the annexes.

2. Off-product use

Use of **PEFC trademarks** other than **on-product use**, which does not refer to a specific product or the origin of the raw material from a PEFC-certified forest. See also chapter 5, *Scope of PEFC trademarks*.

3. On-product use

The use of the **PEFC trademarks** relating to the certified material of a product or which is likely to be perceived or understood by purchasers or the public as referring to **PEFC**-certified materials. Use on products may be direct (where **PEFC trademarks** are applied to tangible products) or indirect (the trademarks refer to tangible products although they are not directly applied on the product).

[D] 4. Retailer

Entity that buys finished products that are PEFC or PAFC Congo Basin certified from PEFC or PAFC Congo Basin certified companies and sells them to consumers. It includes brand manufacturers.

Article 2: Copyright of PEFC registered trademarks

The PEFC logo and the initials PEFC are protected by copyright and are internationally registered trademarks belonging to the PEFC Council. Their unauthorised use is prohibited and may result in legal action. The use of registered trademarks is governed and regulated by the PEFC Council.

Article 3: Responsibilities of registered trademark users

1. The user of trademarks is obliged to make appropriate use of the PEFC registered trademarks, in accordance with the currently applicable PEFC trademark usage rules (PEFC ST 2001) with a registration number, combined with a user licence issued by the PAFC **COUNTRY** in order to ensure its identification.
2. The user is responsible for keeping informed and for adapting its use of the trademarks to changes in the PEFC Council's usage rules (PEFC ST 2001).
3. The user of the registered trademarks must immediately inform PAFC **COUNTRY** and truthfully about any change in its identification data or certification status.
4. [B] The user of PEFC trademarks, certified according to a PAFC Congo Basin forest management standard, may be required to provide, upon request by PAFC **COUNTRY** or the PEFC Council, a list of all off-product uses of the PEFC trademarks.



5. [C] The user of the PEFC trademarks, certified according to a PAFC Congo Basin forest management standard, may be required to provide, upon request by PAFC COUNTRY or the PEFC Council, a list of all uses of the PEFC trademarks both on and off products, for example broken down by product, product category, unit of production or similar, with the degree of detail that the chain of custody system used by the trademark user allows.
6. [D] The user of the PEFC trademarks must provide PAFC COUNTRY with an annual report containing a detailed and free account of the use of PEFC trademarks. This report must include uses in the context of responses to public or private procurement calls for PEFC certified products or materials.

Article 4: Responsibilities of PAFC COUNTRY

PAFC COUNTRY must inform the registered trademark user of any rule changes or changes to the documentation relating to the use of the PEFC registered trademarks that affect this agreement.

Article 5: Penalties

1. PAFC COUNTRY may impose a contractual penalty equal to the amount of one fifth of the market value of the products involved in the unauthorised use of the registered trademarks, unless the user can prove that the unauthorised use was not intentional. In this case, the penalty will be limited to 15,000 euros.
2. PAFC COUNTRY has the right to modify the amount of the requested penalty for any use of the registered trademarks in contradiction with this agreement. This change will take effect three months after PAFC COUNTRY has informed the user in writing and proposed an amendment to this contract.

Article 6: Termination of the contract

1. PAFC COUNTRY and the certification body notified by PAFC COUNTRY may terminate the contract with three months notice (with acknowledgement of receipt).
2. PAFC COUNTRY may temporarily revoke the contract with immediate effect if there is an investigation into suspected misuse of PEFC registered trademarks in violation of PEFC rules (ST 2001).

In the event of detected or suspected misuse, PAFC COUNTRY must send the user of the registered trademarks a written request with acknowledgement of receipt requesting an explanation and informing the user of the temporary revocation of the contract. The registered trademark user has one month after receipt to provide an explanation. The revocation remains effective for a maximum period of one month after receipt by PAFC COUNTRY of the user's explanation of the suspected misuse of the registered trademarks. Upon receipt of the explanation, PAFC COUNTRY will review the case and the user of the trademarks has three months to implement corrective measures to resolve the misuse. PAFC COUNTRY may then reverse its decision to temporarily revoke the contract when the user provides evidence that it has implemented corrective measures approved by PAFC COUNTRY.

3. PAFC COUNTRY may terminate the contract with immediate effect if there is reason to believe that any provision of this contract or the requirements of PEFC ST 2001 are not being met or if the user of the trademarks may discredit PEFC or the PAFC Congo Basin scheme.



4. [B][C] PAFC COUNTRY may temporarily suspend the contract and the usage license with immediate effect in case of suspicion the certification body of misuse of the chain of custody certification by the user of the trademarks. The reinstatement of the contract will be based on the conclusions of the certification body's investigation.
5. [B][C] The cancellation, suspension or termination of the validity of a [B] PAFC Congo Basin sustainable forest management system certificate / [C] PEFC chain of custody certificate will automatically lead to the termination of the contract, which will go into effect on the same day as the cancellation, suspension or end of validity of the certificate. If the suspension is lifted, the contract for the use of the trademarks is once again valid, on the same date as the certificate.
6. PAFC COUNTRY is not liable to pay compensation for any costs or other damages that the temporary suspension or termination causes to the user of the PEFC registered trademarks.

Article 7: Data management

1. PAFC COUNTRY is authorised to publicly present the identification data (name of the organisation, name, address and email of the contact person) and information regarding the user's certification status. This information is necessary for the normal functioning of the PAFC Congo Basin certification system. This information is made public on the PEFC Council and the PAFC COUNTRY's websites, and these two structures can only share it with third parties in a limited way and exclusively for certification purposes. For example, they are used by consumers and third parties to trace the validity of brand licences and certified products.
2. The personal data of trademark users are kept publicly for a period of five (5) years after the end of the validity of the trademark licence. The data is then stored in an internal PEFC Council database to keep track of the licences. Upon request, PAFC COUNTRY or PEFC Council may provide licence users with information on the personal data they hold. Trademark users have the right to access or verify their personal data and to have them modified, corrected or deleted at any time. If trademark users wish to exercise any of these data protection rights, they may contact PEFC at request@pefc.org.

Article 8: Contract validity period

The contract goes into effect as soon as it is signed by both parties.

[B][C] It is valid as long as the [B] PAFC Congo Basin sustainable forest management system certificate / [C] PEFC chain of custody certificate remains valid except in the case of termination as provided for in Article 6.

[D] Its period of validity is / one year, automatically renewable, unless it is terminated in accordance with article 7.

Article 9: Other terms of the contract

1. PAFC COUNTRY reserves the right to initiate (by itself or by a third party on its behalf) an on-site inspection of the user's operations if it receives a complaint by a third party or if PAFC COUNTRY has reason to believe that the contract is not being complied with. The user assumes responsibility for the costs and any other detrimental effects resulting from such an inspection.
2. The user, if it is part of groups B and/or C, undertakes to reach an agreement with a certification body within three months of the signing of this contract (a copy must be sent to PAFC COUNTRY) so



that, during the audits following the signing of this contract, the certification body will examine the system by which the user keeps records of the volumes produced with the PEFC registered trademarks and the use of the registered trademarks. The certification body has the right to inform PAFC COUNTRY of changes it is aware of, without consulting the user.

Article 10: Jurisdiction in the event of a dispute

This contract is governed by the law of COUNTRY. Any dispute or lawsuit relating to this contract may be brought before the courts of the judicial district of Capital.

Signed in duplicate.

Capital, le

Signed at, on

On behalf of and in the name of

On behalf of and in the name of

PAFC COUNTRY

the certification body notified by PAFC COUNTRY



Annex 2 – Template application for a licence to use the PEFC registered trademarks for PAFC COUNTRY - Groups B and C

I. Applicant identification data

Name of organisation			
Registration number			
Organisation representative			
Address	No., Street		
	City	P.O. Box	
	Country		
Contact person			
Telephone		Fax	
Email		Website	

II. Information relating to the applicant's user group

B. Concessionaire / manager	<input type="checkbox"/>
C. Timber processing industrial entity	<input type="checkbox"/> Holder of a CoC certificate
	<input type="checkbox"/> Multi-site certification site Specify the name of the site:
	<input type="checkbox"/> Request for a multi-license



III. Information and documentation for the review of the application

Certificate number	
Expiry date	
Certification body	
<u>Documents required for processing of the application:</u> <ul style="list-style-type: none"> <input type="checkbox"/> Copy of the PAFC COUNTRY or PEFC certificate (groups B and C) <input type="checkbox"/> Copy of confirmation of participation in group certification (if group B and C and if group certification or multi-site certification) <input type="checkbox"/> List of all sites covered by the application, including all contact details (if applying for a multi-license, group C) 	

IV. Auto-declaration

I hereby confirm that:

- I have read the PAFC **COUNTRY** and PEFC Council's regulations regarding the use of the PEFC registered trademarks and that I accept them;
- The data included in this application is complete and truthful.

Signature of the General Manager of the user



Annex 3 – PEFC trademark usage request Template for one-off use - Group D

I. Applicant identification data

Name of organisation			
Registration number			
Organisation representative			
Address	No., Street		
	City	P.O. box	
	Country		
Contact person			
Telephone		Fax	
Email		Website	

II. Purpose of the use of PEFC registered trademarks

Explanation of the intent to use the PEFC registered trademarks

III. Auto-declaration

I hereby confirm that:

- I have read the PAFC **COUNTRY** and PEFC Council's regulations regarding the use of the PEFC™ trademarks and that I accept them;
- The data included in this application is complete and truthful.

Signature of the General Manager of the user



Annex 4 – Usage application tracking form

I. Applicant identification data

Name of organisation			
Registration number			
Organisation representative			
Address	No., Street		
	City	P.O. box	
	Country		
Contact person			
Telephone		Fax	
Email		Website	

II. Processing of requests:

		Date	Signature
Request received	<input type="checkbox"/> Yes		
Satisfaction in terms of preconditions	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Contract sent to the applicant	<input type="checkbox"/> Yes		
Signed contract received	<input type="checkbox"/> Yes		
Contract signed by both parties and sent to applicant	<input type="checkbox"/> Yes		
The applicant has access to the PEFC logo and labels	<input type="checkbox"/> Yes		

III. Request appeal process:

		Date	Signature
Appeal received	<input type="checkbox"/> Yes		
Appeal processed along with a decision	<input type="checkbox"/> Positive <input type="checkbox"/> Negative		

IV. Revocation and termination of the licence:

Decisions	Date	Penalty