

Guidelines		
<b>Issuance of PEFC Logo Usage Licenses by PEFC Asia Promotions (NPO)</b>	Adopted on 14/2/2008	PEFCAP GL2/2008

## **Issuance of PEFC Logo Usage Licenses by PEFC Asia Promotions (NPO)**

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## 1 Objectives

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

## 2 Scope

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

These guidelines were adopted by PEFC Asia Promotions board of directors on 14/2/2008.

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

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

PEFC Asia Promotions issues licenses to organisations under User Groups C and D, which are legally registered in Japan.

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

## 3 Conditions for issuance of license

### 3.1 General Conditions

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

### 3.2 Special Conditions

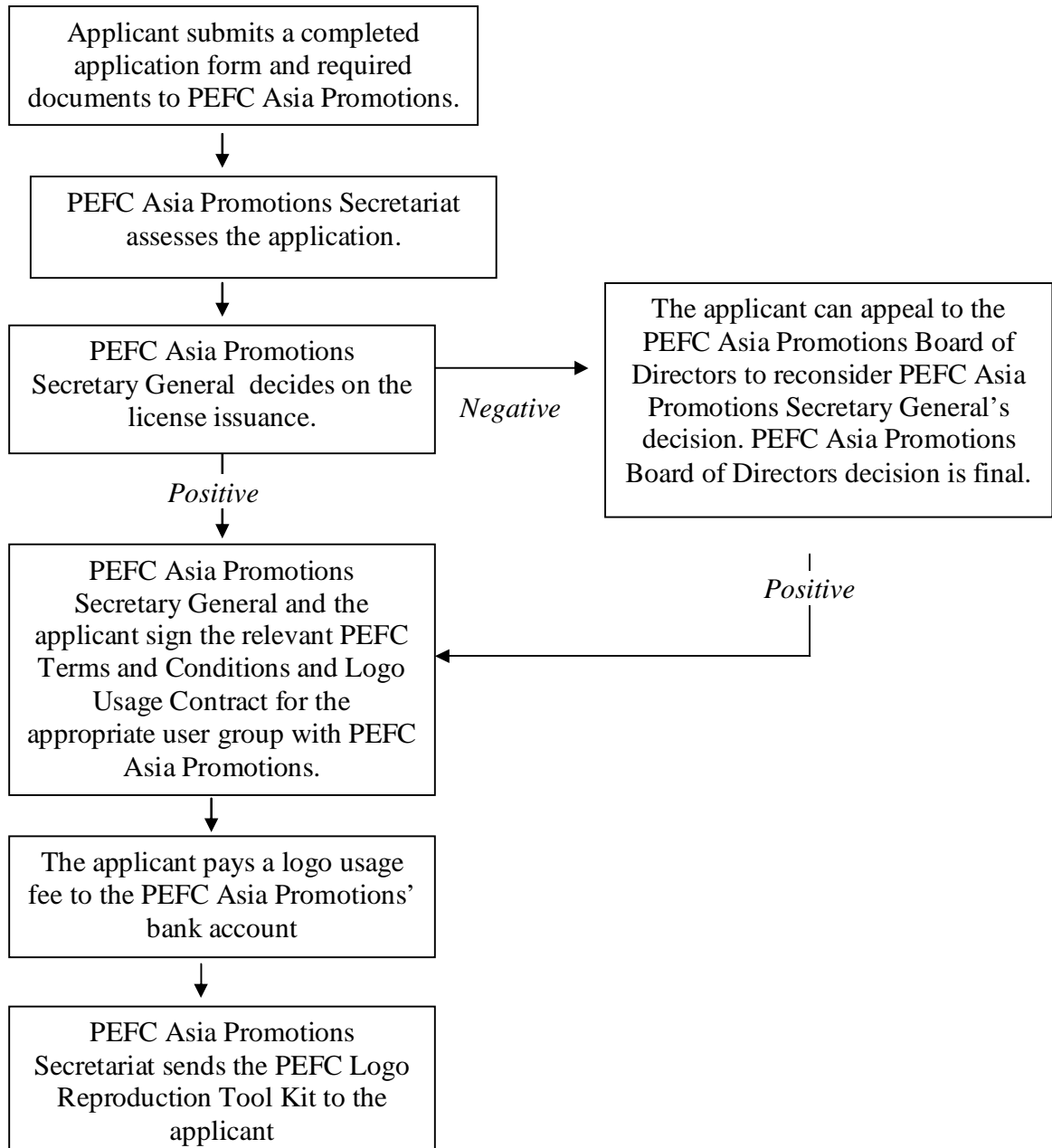
**User group C:** Forest related industries

- valid PEFC chain of custody (C-o-C) certificate issued by an accredited certification body, which is PEFC notified by PEFC Asia Promotions as per *Annex 6 (Certification and Accreditation Procedures)*
- signature of the PEFC Logo Usage Contract with the PEFC Asia Promotions (Appendix 1)

**User category D: Other users**

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

**4 License Issuance Procedures**



## 5 Logo Usage Fee

PEFC Asia Promotions imposes two fees connected with logo usage:

### a) Issuance Fee

Fee for administration of the application for the license and the PEFC Logo Usage Reproduction Tool Kit.

### b) Periodic Fee

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

The level of the administration and logo usage fees are set out in appendix 4 to this document. The fees included in appendix 4 can be changed by a decision of the PEFC Asia Promotions Board of Directors. For the avoidance of any doubt, the fee is confined to covering all costs pertaining to i) logo administration and control and ii) activities aimed at promoting the PEFC or promoting, developing and maintaining the scheme endorsed by the PEFC Council.

## 6 Validity of the licenses

PEFC Asia Promotions issues the license for the following time period according to the users groups:

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

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

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

Between

- (1) ***PEFC Asia Promotions (NPO)***, hereafter, “PEFCAP”, having its registered office at 3-3-6 Nihonbashi Honcho, Chuo-ku, Tokyo, 103-0023 Japan

And

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

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

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

Whereas the PEFCAP has been authorised by a contract with the PEFC Council to issue PEFC Logo Usage Licenses in Japan on behalf of the PEFC Council.

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

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

### **Article 1**

#### **Definitions:**

1. The PEFC Logo Use Rules -  
This is Annex 5 to the PEFC Council Technical Document, which forms part of the contractual documentation and is found in the annex of this contract.
2. Tariffs of PEFC logo fees -  
This is the Appendix to the PEFC Asia Promotions Guidelines for Issuance of PEFC Logo Usage Licenses (PEFCAPGL2/2008), which forms part of the contractual documentation and is found in the annex of this contract.

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

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

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

1. The logo user is obliged to use the PEFC logo in accordance with the PEFC Logo Use Rules, graphical guidelines specified in the PEFC Logo Reproduction Tool Kit, and together with a registration number issued by PEFCAP so as to ensure that the logo user is identifiable on its basis.
2. The logo user is obliged to pay a PEFC logo administration fee and an annual PEFC logo usage fee based on an invoice issued by PEFCAP. The amount of the fees is specified in the Tariffs of PEFC Logo Fees and can be changed by PEFCAP during the validity of the contract. The corresponding change in the contract between PEFCAP and the logo user concerning the fees takes effect the next year after PEFCAP informed the logo user, in writing, of the change.
3. The logo user is obliged to inform PEFCAP immediately and truthfully on any changes concerning logo user's identification data and certified status, the latter in case of logo user group C.

### **Article 4: Responsibilities of PEFCAP**

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

### **Article 5: Penalty**

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

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

1. Either party may terminate the contract with three-month prior notice by registered letter.
2. PEFCAP may revoke the contract temporarily with immediate effect while a suspicion of contravention of the contract or the PEFC Logo Use Rules is being investigated. In case of

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suspicion, PEFCAP shall send the logo user a written request for an explanation and notification of the temporary revocation of the contract. The temporary revocation shall remain in effect for a maximum period of one (1) month after the logo user has provided an explanation concerning the suspected misuse to PEFCAP, which will examine the matter. PEFCAP may reverse a decision on the temporary revocation of the contract when the logo user has implemented corrective measures approved by PEFCAP and given PEFCAP notification that this has been done.

3. PEFCAP may terminate the contract with the immediate effect if there are reasons to believe that any of the terms of the contract or the PEFC Logo Use Rules are not being adhered to.
4. Withdrawal, suspension or the end of the validity of the chain of custody certificate recognised by the PEFC Council, in case of the group C logo user, will result in automatic termination of the contract with effect on the same date as the withdrawal, suspension or the end of the validity of the chain of custody certificate.
5. Withdrawal, suspension or the end of the validity of the contract between the PEFC Council and PEFCAP will result in automatic termination of the contract between the PEFCAP and the logo user with effect on the same date as the withdrawal, suspension or the end of the validity of the contract between the PEFC Council and PEFCAP.
6. No PEFC logo fee is refunded to the logo user in case of temporary revocation or termination of the contract according to the Article 6, bullet 2, 3, 4 and 5.
7. PEFCAP 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. PEFCAP and the PEFC Council are permitted to present publicly logo user's identification data and information concerning the certification status provided by the logo user.
2. The logo user, in case of user group C, shall undertake to provide, immediately after each chain of custody (C-o-C) verification audit, PEFCAP with a notification, verified by the certification body, of the on-product use of the PEFC logo, e.g. broken down by product, product category, production unit or similar, to the degree of accuracy that the C-o-C system used by the logo user permits. In the same conjunction, the logo user shall supply PEFCAP with a detailed, free form account of any off-product use of the PEFC logo.
3. The logo user, in case of user group D, shall give PEFCAP an annual report containing an itemised, free form account of the PEFC Logo's off-product usage.

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**Article 8: Validity of the Contract**

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

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

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

**Article 10: Arbitration**

This contract is subject to the law of Japan. Any disputes or lawsuits concerning this contract may be brought before the courts in Japan.

Signed in duplicate.

In Japan on DD.MM.YYYY

For and on behalf of  
PEFC Asia Promotions

In Japan on DD.MM.YYYY

For and on behalf of  
the logo user

\_\_\_\_\_  
Secretary General

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# APPLICATION FOR PEFC LOGO USAGE LICENSE

## I. Applicant's Identification Data

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

## II. Applicant's Logo User Group

(only one category can be marked in single application)

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

## III. Information and Documents for Application Processing:

(only if logo user group C)

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

## IV. Self-Declaration:

I hereby confirm that:

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

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

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# APPLICATION PROCESSING FORM

*(Completed by the PEFC Asia Promotions)*

## **I. Application Processing:**

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

## **II. PEFC Logo Fee Payment:**

Year	Amount	Paid on Date	Signature

## **III. Application Appeal Process:**

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

## **IV. Revocation and Termination of the License:**

Statutes of Decision	Date	Penalty

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## Tariffs of PEFC Logo Fee

Logo User Category		Issuance Fee	Periodic Fee
<b>C: Forest related industries</b>	<b>Up to ¥ 50 Million</b>	<b>¥ 5.000 -</b>	<b>¥ 20,000 –</b>
	<b>Over ¥ 50 Million to ¥ 150 Million</b>	<b>¥ 5.000 -</b>	<b>¥ 30,000 –</b>
	<b>Over ¥ 150 Million to ¥ 1 Billion</b>	<b>¥ 5.000 -</b>	<b>¥ 80,000 –</b>
	<b>Over ¥ 1 Billion to ¥ 10 Billion</b>	<b>¥ 5.000 -</b>	<b>¥ 150,000 –</b>
	<b>Over ¥ 10 Billion</b>	<b>¥ 5.000 -</b>	<b>¥ 250,000 –</b>
<b>D: Other users</b>		<b>¥ 0</b>	<b>¥ 0</b>

The periodic fee is charged annually. However, fees for the first year are pro-rated. Applicants will be charged only for the relevant quarter-years for which they apply.