

South African Forestry Assurance Scheme

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Issuance of PEFC Logo use licenses by SAFAS

SAFAS

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Contents

Introduction	4
1. Scope	4
2. Normative references.....	4
3. Terms and Definitions.....	4
3.1 Accredited certificate	4
3.2 SAFAS recognised certificate.....	4
4. Conditions for the issuance of licenses	5
4.1 General conditions	5
4.2 Special conditions	5
5. License issuance process	6
6. Validity of licenses.....	7
Appendix 1: PEFC Logo Usage Contract – Specimen	8
Appendix 2: Application for PEFC Logo usage license.....	12

Introduction

The PEFC Council (the Programme for the Endorsement of Forest Certification schemes) is a worldwide organisation promoting sustainable forest management through Forest Management certification, Chain of Custody certification and labelling of forest based products.

The PEFC logo and labels provide information relating to the origin of forest based products in sustainably managed PEFC certified forests, recycled and other non-controversial sources.

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

In *South Africa* the SAFAS NGB is acting on the PEFC Council's behalf as PEFC authorised body, based on an administration contract signed with the PEFC Council in accordance with Guide PEFC GD 1004:2009.

1. Scope

This procedural documents sets out the rules for the issuance of PEFC logo use licenses, hereafter "licenses", to ensure legally compliant use of the PEFC Logo in accordance with the PEFC Logo usage rules – requirements, PEFC ST 2001:2008.

The SAFAS NGB is authorised by the PEFC Council to issue licenses to entities located in *South Africa* and sites in other countries, participating in a multi-site Chain of Custody certification with the central office being in *South Africa*.

2. Normative references

PEFC ST 2001:2008, *PEFC Logo usage rules – Requirements*

PEFC GD 1004:2009, *Administration of PEFC Scheme*

3. Terms and Definitions

3.1 Accredited certificate

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

3.2 SAFAS recognised certificate

- a) a valid, **accredited** Forest Management certificate of a certification body notified by *the SAFAS NGB*, issued against SAFAS 4:2018 Forest Management Standard of SAFAS to an entity registered in *South Africa*.
- b) a valid, **accredited** Chain of Custody certificate of a certification body notified by *the SAFAS NGB*, issued against the international PEFC Chain of Custody standard PEFC ST 2002:2013, Chain of Custody of Forest Based Products – Requirements to an entity registered in *South Africa*.

4. Conditions for the issuance of licenses

4.1 General conditions

An entity applying for the license shall

- a) be a legal entity,
- b) agree that the entity's identification and other information as specified by the *SAFAS NGB* are publicly available on the web based PEFC Information Register.

4.2 Special conditions

User group B: Forest owners/managers, shall

- a) hold a SAFAS recognised Forest Management certificate, issued against a version of SAFAS 4: Forest Management Standard that is endorsed by the PEFC Council,
- b) sign a PEFC Logo Use Contract with *the SAFAS NGB* (Appendix 1).

User group C: Forest related industries, shall

- a) hold a SAFAS recognised Chain of Custody certificate
- b) sign a PEFC Logo Use Contract with *the SAFAS NGB* (Appendix 1).

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

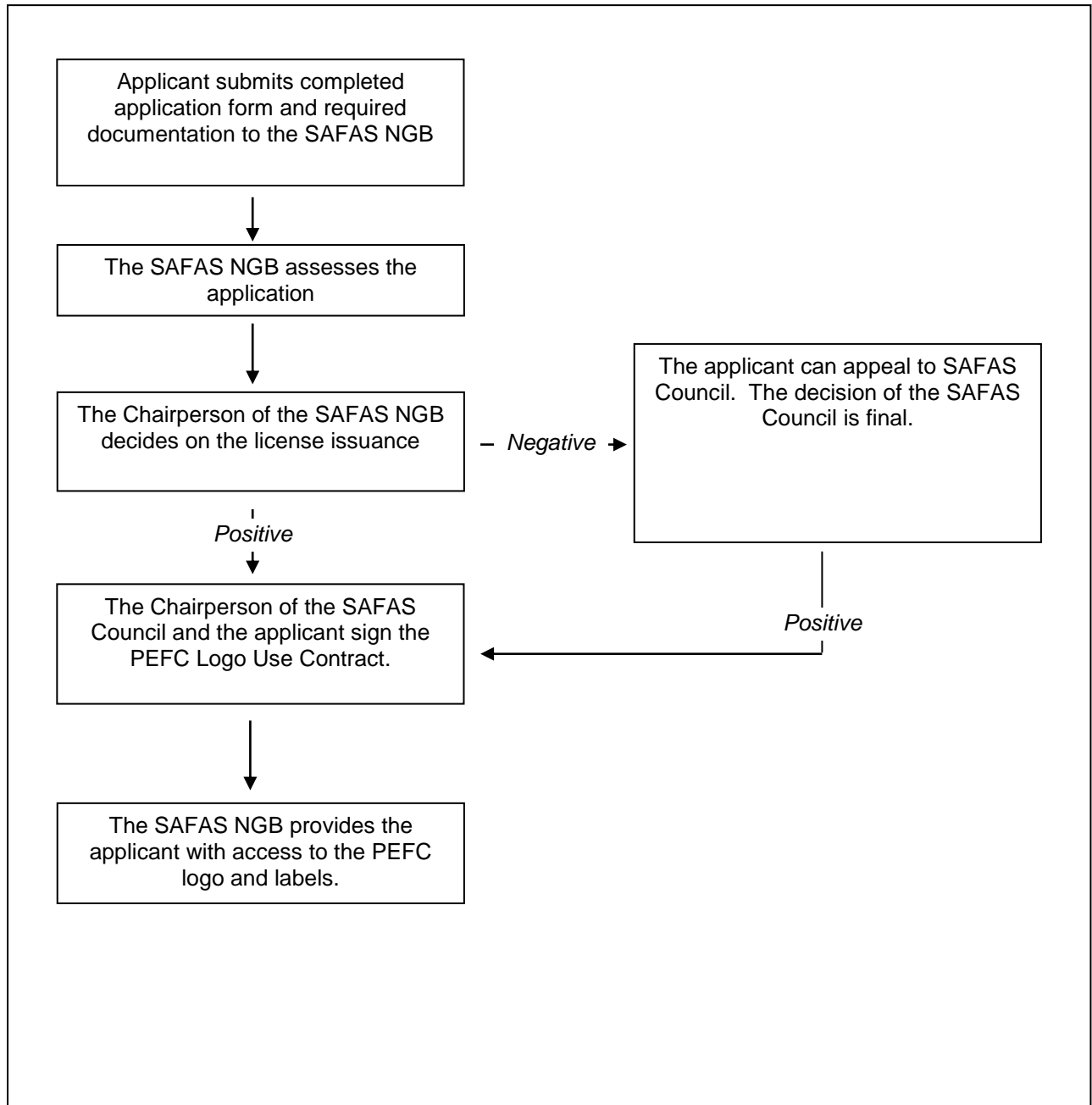
- a) the central office and the sites are a part of a single legal entity, or
- b) the central office and the sites are a part of a single company with a single management and organisational structure.

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 *South Africa*,
- c) sign a PEFC Logo Use Contract with *the SAFAS NGB* (Appendix 1).

5. License issuance process

Figure 1 : Licence issuance process



6. Validity of licenses

Licenses are valid for the following time periods:

a) **User group B:**

- Validity of the SAFAS recognised Forest Management certificate, and
- Validity of the PEFC Council endorsement of the version of SAFAS 4:2018 Forest Management Standard 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

Appendix 1

PEFC Logo Use Contract

Between

- (1) **The SAFAS NGB**, having its registered office at 346 Burger Street, Pietermaritzburg South Africa, 3201

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 SAFAS NGB is acting in [*country*] 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 SAFAS NGB in South Africa 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 SAFAS NGB* 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 SAFAS NGB*

1. *The SAFAS NGB* 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 SAFAS NGB*.
2. *The SAFAS NGB* 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 SAFAS NGB* 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 *[equivalent to 15,000 CHF in a currency used in the PEFC authorised body's country]*.
2. *The SAFAS NGB* 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 *SAFAS NGB* 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 SAFAS NGB* 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 SAFAS NGB* 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 SAFAS NGB*, which will examine the matter. *The SAFAS NGB* may reverse a decision on the temporary revocation of the contract when the logo user has implemented corrective measures approved by *the SAFAS NGB* and given *the SAFAS NGB* notification that this has been done.
3. *The SAFAS NGB* 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 SAFAS 4: 2018 Forest Management Standard 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 SAFAS NGB* 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 SAFAS NGB* 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 SAFAS NGB*, 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 *SAFAS NGB* 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 SAFAS NGB* 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 SAFAS NGB*.

Article 9: Other terms of the contract

1. *The SAFAS NGB* 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 SAFAS NGB* 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 South African law.
2. Any disputes arising out of this agreement shall be finally and exclusively settled

by the courts of *South Africa*.

Signed in duplicate.

In _____ on _____

For and on behalf of
the SAFAS NGB

In _____ on _____

For and on behalf of
the logo user

SPECIMEN

Appendix 2

APPLICATION FOR PEFC LOGO USE LICENSE

I. Applicant's Identification Data

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

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

II. Applicant's Logo User Group

(only one category can be marked in single application)

B. Forest owners / managers	<input type="checkbox"/> Holder of an individual Forest Management certificate <input type="checkbox"/> Central office of a Group Forest Management certification <input type="checkbox"/> Participant in a Group Forest Management certification
C. Forest related industries	<input type="checkbox"/> Chain of Custody certificate holder <input type="checkbox"/> Participant in a multi-site Chain of Custody certification <input type="checkbox"/> Application for multi-license covering several sites
D. Other Users	<input type="checkbox"/>

III. Information and Documents for Application Processing:

Certificate number <i>(if group B or C)</i>	
Certificate expiry date <i>(if group B or C)</i>	
Certification body <i>(if group B or C)</i>	
Documents required for processing the application:	
<input type="checkbox"/> Copy of the PEFC certificate <i>(if group B or C)</i> <input type="checkbox"/> Copy of the confirmation of participation in Group Forest Management certification or multi-site Chain of Custody <i>(group B or C, if applicable)</i> <input type="checkbox"/> List of all sites covered by the application, including full contact details <i>(if application for multi-license, group C)</i> <input type="checkbox"/> Signed free form explanation of the intended logo use	

IV. Self-Declaration:

I hereby confirm that:

- I have read the SAFAS regulations concerning PEFC logo use and accept them,
- the data included in this application is complete and correct.

Signature of applicant's representative

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APPLICATION PROCESSING FORM

(Completed by the SAFAS NGB)

I. Application Processing:

		Date	Signature
Date of application receive	<input type="checkbox"/> Yes		
Fulfilment of the requirements	<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 sent to the applicant	<input type="checkbox"/> Yes		
Applicant provided with access to PEFC logo and labels	<input type="checkbox"/> Yes		

II. Application Appeal Process:

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

III. Revocation and Termination of the License:

Statutes of Decision	Date	Penalty