

PEFC Finland - Finnish Forest Certification Council

Elimäenkatu 17-19, FI-00510 Helsinki
e-mail: office@pefc.fi, puh. +358 400 765 437



PEFC Trademarks license - Terms and Conditions

Parties to the agreement

PEFC Finland - Finnish Forest Certification Council (hereinafter PEFC Finland) and the PEFC Council have a mutual agreement on the issuing of the PEFC Trademarks licenses in Finland. PEFC Finland may issue the PEFC Trademarks license upon application. The applicant approves the Terms and Conditions for the license by signing the license application submitted to PEFC Finland. PEFC Finland will provide the applicant with a decision document on the issued PEFC Trademarks license. PEFC Finland will inform the applicant of any rejection decision.

Application, validity and fees

In **user group B**, the license will be issued to the applicant for the time being. The validity of the license is conditional on a valid forest certificate in accordance with the requirements of PEFC. In user group B, the license covers off-product use but does not cover on-product use of the PEFC Trademarks. In order to use PEFC Trademarks, a participant belonging to a forest certification group (regional or other group certification) must apply for a license separately.

In **user group C**, the license will be issued to the applicant for the time being. The validity of the license is conditional on a valid chain of custody certificate in accordance with the requirements of PEFC. In user groups C, the license covers both on-product use and off-product use. Members to a chain of custody certification group (i.e. member of a producer group) are either covered by the license holder's license or the members apply for the license separately.

In **user group D**, those promoting PEFC certification in their own activities may be issued a license for off-product use for a period of 1 to 5 years or for a period to be determined on a case-by-case basis.

For all user groups, the validity of the license requires that the holder of the license complies with the PEFC Trademarks rules and other obligations imposed by PEFC Finland, including any annual fee.

In connection with the decision, PEFC Finland will provide the license holder with unique license number and access to the PEFC Logo Generator for the creation of PEFC Trademarks. The license number must be used in accordance with PEFC ST 2001 (PEFC Trademarks Rules - Requirements).

PEFC Finland decides on the fees for the license. If the usage fee policy changes during the course of a calendar year, the corresponding change in the agreement between PEFC Finland and the license holder will enter into force two months after PEFC Finland has notified the license holder in writing.

The applicant, to whom PEFC Finland has issued the license, is obliged to pay compensation for the use in breach of the agreement, which is twenty (20) percent of the value of the products in which the Trademarks have been used in breach of the agreement. However, if it turns out that the breach was not intentional but was due to negligence, for example, the compensation will not exceed 15,000 Swiss francs (CHF). This policy applies both on-product use and off-product use of PEFC Trademarks. The compensation obligation covers the activities of the license holder during the term of the agreement, including cases of suspicion brought to the attention of the license holder during the period of termination of the agreement. The PEFC Council has the right to change the compensation for misuse of PEFC Trademarks. The change enters into force in the agreement between PEFC Finland and the license holder two months after PEFC Finland has notified the license holder in writing.

Monitoring and reporting on the use of PEFC Trademarks

Holders of PEFC Trademarks licenses in all user groups are obliged to report to PEFC Finland at least once a year as follows:

User group B:

Holders of forest certificates are obliged to maintain information on the area included in the forest certificate and, in addition to group certification, on the number of forest owners participating in the certification.

Immediately after the initial certification and recertification of the forest certificate and the surveillance audits, the holder of the forest certificate acting as a license holder provides PEFC Finland with a monitoring report confirmed by the certification body. The forest owner participating in the group certification, who is the license holder, submits the corresponding areal information without the confirmation of the certification body. At the same time, the license holder must provide PEFC Finland with a specified, free-form report on the off-product use of PEFC Trademarks.

User group C:

The on-product use of PEFC Trademarks requires from companies such as the ones operating in wood procurement, production in the forest industry and distribution and marketing of forest products a certified chain of custody system.

The license holder in User Group C shall contract the certification body to verify the monitoring of the production volumes and use of the PEFC Trademarks in external audits following the issuance of the PEFC Trademarks.

In user group C, the license holder provides PEFC Finland with a report on the on-product use of the Trademarks confirmed by a certification body immediately after the surveillance audit and recertification of the chain of custody system, e.g. by product, product group, production plant, etc. At the same time, the license holder must provide PEFC Finland with a specified, free-form report on the off-product use of the Trademarks.

User group D:

In the case of the promotional use of PEFC Trademarks in user group D, the license holder must submit an annual report to PEFC Finland containing a specified, free-form report on the off-product use of the Trademarks.

Additional inspections

If PEFC Finland has reason to suspect that PEFC Trademarks are being misused, PEFC Finland will ask the license holder for clarification. The license holder must submit a written report to PEFC Finland without delay. In case of suspicion of non-compliance with the license, PEFC Finland has the right to arrange an inspection of the license holder's operations, the costs and possible other harm of which are borne by the license holder.

Termination, suspension and withdrawal

The agreement between PEFC Finland and the license holder expires when the agreement expires, or the other party terminates the agreement, or PEFC Finland withdraws the license. The license may be suspended periodically. Upon withdrawal, the PEFC Trademarks license ceases immediately.

If the PEFC Council withdraws the right of PEFC Finland to issue and administer the PEFC Trademarks licenses in Finland, the licenses issued will expire without compensation at the end of the notice period announced by the PEFC Council.

The application processing fee will not be refunded upon such termination of the agreement, and PEFC Finland is not obligated to compensate the license holder for any costs or other damage that may arise from the termination. The license holder may terminate the agreement by written notice. The notice period is one month.

PEFC Finland has the option to suspend the license for the period of resolving the suspicion of misuse of the Trademarks. In case of doubt, PEFC Finland will provide the license holder with a written request for a report and information on the temporary suspension of the license. The suspension may last for a maximum of one (1) month after the license holder has submitted a report of suspected misuse to PEFC Finland for processing. During this period, PEFC Finland is obliged to arrange for the suspect to have the opportunity to complete the investigation of any deficiencies at the hearing. PEFC Finland will provide the decision on the suspicion of misuse to the holder of the PEFC Trademarks license within two (2) weeks of the hearing.

When, within the framework of the clearing on suspicion of misuse of PEFC Trademarks, it is concluded that the breach is due to the license holder, or when the license holder

fails to provide sufficient clarification on the suspected matter PEFC Finland may, by written notice, (i) extend the suspension for a temporary period of time, or (ii) permanently withdraw the license. PEFC Finland may revoke the suspension after the license holder has taken the corrective measures approved by PEFC Finland and notified PEFC Finland of their implementation. A temporary suspension may also be revoked by a permanent withdrawal. The withdrawal shall take effect as soon as the decision has been notified to the license holder.

Complaints and appeal resolution

An appeal may be lodged with PEFC Finland against a decision rejecting an application for PEFC Trademarks license or against the termination or withdrawal of an agreement. The appeal must be in writing and must be filed no later than four (4) weeks after receipt of the rejection decision. An appeal may be lodged only by the person concerned by the decision. The appeal shall state which decision is required to be reconsidered and the grounds relied on in the appeal.

In the event of suspension or withdrawal, the organization may submit a written complaint to PEFC Finland within four weeks of receiving the decision.

PEFC Finland - Finnish Forest Certification Council shall:

- acknowledge the received complaint/appeal to the complainant/appellant;
- gather and verify all necessary information, validate and impartially evaluate the complaint/appeal and make decision on the complaint/appeal;
- formally communicate the decision on the complaint/appeal and the complaint/appeal handling process to the complainant/appellant and concerned parties;
- ensure appropriate corrective and preventive action.

In the case of an appeal, PEFC Finland will appoint an impartial Panel of Appeal composed of the Chairman and two other members for each appeal. A meeting of the Panel of Appeal shall be held within 21 days of the appeal on arrival. The appellant shall be informed at least seven days in advance of the time, place and composition of the Panel of Appeal. A previous revocation decision shall remain in force until the meeting of the Panel of Appeal. At the meeting, both the appellant and the representative of PEFC Finland have the right to be heard in confidence. The Panel of Appeal shall reach this decision on the basis of a majority of votes.

Disputes in which PEFC Finland is the other party are heard in the Helsinki District Court.

Other Terms

In addition to the above-mentioned monitoring data, PEFC Finland collects the name, e-mail address and telephone number of the license holder's contact person for use in managing the license data in the PEFC system. PEFC Finland ensures that the data is maintained in accordance with the data updates provided by the license holder. The contact person's name, e-mail address and telephone number may be published on the

websites of PEFC Council (pefc.org) and PEFC Finland (pefc.fi) and will be kept public for a maximum of five (5) years from the date of termination, after which the data will be destroyed.

PEFC Council and PEFC Finland have the right to provide access to information, including the above-mentioned contact information, to third parties when clarifying the validity and coverage of the license and for other needs related to certification activities, without separately consulting the license holder.

Upon request, PEFC Finland will provide the license holder with information about the information in its possession regarding the license and its contact person, as well as to whom the information has been disclosed.

The license applicant / holder is responsible for the validity of the information provided by PEFC Finland. If the information mentioned in the application for the PEFC Trademarks license changes significantly, e.g. regarding the validity or content of the issued certificates, the applicant / holder shall inform PEFC Finland immediately of the changes. The certification body has the right to inform PEFC Finland of any known changes without consulting the license holder.

In addition to these Terms and Conditions, the general Finnish legislation is complied with, including the general EU data protection regulation.