

Romanian Forest Certification Scheme 2017 – Annex 14

PEFC-RO DST 8014:2017



Notification of Certification Bodies
for assessing sustainable forest management
in Romania

March 2017

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In case of any doubt the English version is definitive.

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1. Notification of Certification Bodies

Based on a written notification contract with the Certification Body, PEFC Romania ensures compliance with the following requirements:

- The Notified Certification Body meets the PEFC Council and PEFC Romania requirements for Certification Bodies (see Annex 12 and Annex 13).
 - Determining the scope of the PEFC notification, i.e. the type of certification (Forest Certification or Chain of Custody Certification), the certification guidelines and sphere of action.
 - PEFC Romania may terminate the PEFC notification in the case of non-compliance with the terms of the PEFC notification by the Certification Body, or in the event of cancellation of the contract between the PEFC Romania and PEFC Council.
 - The Notified Certification Body shall provide PEFC Romania with the necessary information about certified companies for the PEFC Registration System.
- The notification contract is concluded with each accredited Certification Body that applies for the notification and meets the designated requirements.
The notification fee is determined by resolution of the PEFC Romania General Assembly.

2. Notification contracts for CB

2.1. Notification contract for Forest Management Certification

PEFC Notification Contract

Between

(1) PEFC Romania,

Str. Paraul Cararii nr. 12, Voinesita,
RO-Voineasa

and

(2) «Institution», «Street», «Postcode»«City»

(hereafter the "Notified Certification Body")

Whereas PEFC Romania is the governing body of the Programme for the Endorsement of Forest Certification schemes in Romania based on an administration contract signed with the PEFC Council.

Whereas "Institution" is a PEFC Romania Notified Certification Body is operating Forest Management certification. As a result of the notification the Certification Body will then be in a position to issue PEFC Romania recognized certificates for sustainable forest management.

Whereas the Notified Certification Body is to be granted notification, and PEFC Romania recognizes certificates issued by the Notified Certification Body within the scope of valid accreditation to organizations which are registered in Romania.

The above-mentioned parties agree to the following:

1. Definitions:

- a. "System description of the PEFC Certification system in Romania": This is the system description of PEFC Romania, including all attachments, in the current version, which forms part of the contractual documentation and is found in the annex of this contract.
- b. "Certification and Accreditation Procedures": This refers to Annex 6 of the PEFC Council Technical Document, in the latest version, which forms part of the contractual documentation and is found in the annex of this contract.

2. Obligations of the Notified Certification Body

The Certification Body agrees to:

- a. hold a valid accreditation in accordance with Annex 6 of the PEFC Council Technical Document and immediately inform PEFC Romania of any amendment to that status. Upon request, the Notified Certification Body will issue a receipt of their valid accreditation.
- b. carry out the PEFC forest Certification in accordance with the PEFC Romania system description within the scope of a valid accreditation.

2.1. Notification contract for Forest Management Certification

- c. inform PEFC Romania promptly and in detail of each certificate issued in Romania, and of any changes in previously issued certificates, as required by the PEFC Information and Registration System, by filling out a reporting form.
- d. agree to the publication of their name, address and email/internet address on the PEFC Romania and the PEFC Council websites.
- e. Provide PEFC Romania, upon request, with a list on its issued PEFC chain of custody certificates, including information on certificate number, name of the certificate holder, country of the certificate holder, certificate status, date of issuance, date of expiry and date of surveillance audits carried out.
- f. Pay the PEFC Romania the annual PEFC notification fee for every certificate when invoiced by the PEFC Romania. The amount of the fees is specified in Annex 16, *Scale of Fees* and can be changed by the PEFC Romania during the validity of the contract. Any change to the contract between PEFC Romania and the Notified Certification Body resulting from a change in the rates will take effect the year following that in which the PEFC Romania has informed the PEFC Notified Certification Body, in writing, of the change.
- g. Inform PEFC sustainable forest management certificate holders about the range of information it is reporting to the PEFC Council and that this information (except the certificate holder turnover) will be made publicly available on the PEFC Information Register.
- h. Inform the certificate holder how to obtain a PEFC Logo use license.

3. Responsibilities of PEFC Romania

- a. PEFC Romania recognizes the certificates issued by the Notified Certification Body in compliance with this contract, and allows the certificate holder to use the PEFC logo on the basis of a logo usage contract.
- b. Notification of Certification Bodies – according to Annex 14.
- c. PEFC Romania is obliged to inform the Notified Certification Body of any change to the documents relating to this contract.

4. Contract termination

- a. Both PEFC Romania and the Notified Certification Body may terminate this contract in writing with a notice period of three months.
- b. PEFC Romania may annul/cancel?? the contract with immediate effect if there is reason to believe that provisions of the notification contract are not being adhered to.
- c. This contract may be terminated in case of the cancellation between of the administration contract between the PEFC Council and PEFC Romania.
- d. Withdrawal, suspension or expiration of accreditation of the Notified Certification Body will automatically result in termination of this contract with effect on the date of withdrawal, suspension or expiry of accreditation.
- e. PEFC Romania is not obliged to pay compensation for any costs or others damages incurred by the Notified Certification Body as a result of a temporary suspension or termination of the contract.

2.1. Notification contract for Forest Management Certification

5. Validity

The contract comes into force when both parties have signed it.

6. Jurisdiction

The jurisdiction for all disputes concerning this contract is Brasov, Romania.

Brasov, on _____, on _____

PEFC Romania

Notified Certification Body

2.2. Notification contract for Chain of Custody certification

PEFC Notification Contract

Between

(1) PEFC Romania,

Str. Paraul Cararii nr. 12, Voinesita,
RO-Voineasa

and

(2) «Institution», «Street», «Postcode»«City»
(hereafter the "Notified Certification Body")

Whereas PEFC Romania is the governing body of the Programme for the Endorsement of Forest Certification schemes in Romania based on an administration contract signed with the PEFC Council.

Whereas "Institution" is a PEFC Romania Notified Certification Body is operating Chain of Custody certification. As a result of the notification the Certification Body will then be in a position to issue PEFC Romania recognized certificates for Chain of Custody.

Whereas the Notified Certification Body is to be granted notification, and PEFC Romania recognizes certificates issued by the Notified Certification Body within the scope of valid accreditation to organizations which are registered in Romania, and international sites participating in multi-site Chain of Custody certifications of these organizations.

The above-mentioned parties agree to the following:

1. Definitions:

- a. "Chain of Custody of forest-based products - Requirements": This refers to Annex 4 of the PEFC Romania system description, in the latest version, which forms part of the contractual documentation and is found in the annex of this contract.
- b. Certification and Accreditation Procedures
This is PEFC ST 2003:2012, *Requirements for Certification Bodies operating Certification against the PEFC International Chain of Custody Standard*, which forms part of the contractual documentation and is found in the annex of this contract. PEFC 2003:2012 can be altered or replaced with another document by the PEFC Council.
- c.

2. Obligations of the Notified Certification Body

The Certification Body agrees to:

- a. hold a valid accreditation in accordance with Annex 6 of the PEFC Council Technical Document and immediately inform PEFC Romania of any amendment to that status. Upon request, the Notified Certification Body will issue a receipt of their valid accreditation.

2.2. Notification contract for Chain of Custody certification

- b. carry out the PEFC Chain of Custody certification in accordance with the Annex 4 of PEFC Romania system description within the scope of a valid accreditation.
- c. inform PEFC Romania promptly and in detail of each Chain of Custody certificate issued in Romania, and of any changes in previously issued certificates, as required by the PEFC Information and Registration System, by filling out a reporting form.
- d. agree to the publication of their name, address and email/internet address on the PEFC Romania and the PEFC Council websites.
- e. Provide PEFC Romania, upon request, with a list on its issued PEFC chain of custody certificates, including information on certificate number, name of the certificate holder, country of the certificate holder, certificate status, date of issuance, date of expiry and date of surveillance audits carried out.
- f. Pay the PEFC Romania the annual PEFC notification fee for every certificate when invoiced by the PEFC Romania. The amount of the fees is specified in Annex 16, *Scale of Fees* and can be changed by the PEFC Romania during the validity of the contract. Any change to the contract between PEFC Romania and the Notified Certification Body resulting from a change in the rates will take effect the year following that in which the PEFC Romania has informed the PEFC Notified Certification Body, in writing, of the change.
- g. Inform PEFC chain of custody certificate holders about the range of information it is reporting to the PEFC Council and that this information (except the certificate holder turnover) will be made publicly available on the PEFC Information Register.
- h. Inform the certificate holder how to obtain a PEFC Logo use license.

3. Responsibilities of PEFC Romania

- a. PEFC Romania recognizes the certificates issued by the Notified Certification Body in compliance with this contract, and allows the certificate holder to use the PEFC logo on the basis of a logo usage contract.
- b. Notification of Certification Bodies – according to Annex 14.
- c. PEFC Romania is obliged to inform the Notified Certification Body of any change to the documents relating to this contract.

4. Contract termination

- a. Both PEFC Romania and the Notified Certification Body may terminate this contract in writing with a notice period of three months.
- b. PEFC Romania may annul/cancel? the contract with immediate effect if there is reason to believe that provisions of the notification contract are not being adhered to.
- c. Withdrawal, suspension or expiration of accreditation of the Notified Certification Body will automatically result in termination of this contract with effect on the date of withdrawal, suspension or expiry of accreditation.
- d. This contract may be terminated in case of the cancellation between of the administration contract between the PEFC Council and PEFC Romania.

2.2. Notification contract for Chain of Custody certification

- e. PEFC Romania is not obliged to pay compensation for any costs or others damages incurred by the Notified Certification Body as a result of a temporary suspension or termination of the contract.

5. Validity

The contract comes into force when both parties have signed it.

6. Jurisdiction

The jurisdiction for all disputes concerning this contract is Brasov, Romania.

Brasov, on _____, on _____

PEFC Romania

Notified Certification Body