



Issuance of Logo Licences

for forest based products, whose origins are
in sustainably managed forests and other
non-controversial sources

March 2017

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In case of any doubt the English version is definitive.

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Content

Content	3
1. Introduction	3
2. Issuance of Logo Licences	3
3. PEFC Logo Use Contract	4

1. Introduction

The PEFC logo / label provides information relating to the origin of forest based products in sustainably managed forest and other non-controversial sources. Purchasers and potential purchasers can use this information in choosing the product based on environmental, as well as other considerations.

The overall goal of the PEFC logo / label usage is, through communication of accurate and verifiable information that is not misleading, to encourage demand for and supply of those products originating in sustainably managed forests and thereby stimulating the potential for market-driven continuous improvement of the world's forest resource.

The document is based on the general principles for environmental labels and declarations defined in ISO 14020:2000.

2. Issuance of Logo Licences

PEFC Romania awards licenses, on request, for the use of the PEFC logo on the basis of a written logo use contract which is concluded between PEFC Romania and the logo users, and regulates compliance with the following requirements:

- Compliance with the PEFC Logo Use Rules (PEFC ST 2001)
- Definition of the subject matter: assignment to a logo user group (according to Appendix 5, Section 6)
- Contract duration and costs
- Rules for withdrawal or termination of the contract due to lack of conformity of the holder with the Logo Use Rules, or withdrawal of the logo licensing rights of PEFC Romania by the PEFC Council
- Penalty for infringement of the Logo Use Rules, contractual contents or the PEFC

rules, after previous warning, amounting to one fifth of the market value of the products to which unauthorized logo use relates. If it can be proven that the improper logo usage was unintentional, a penalty of not more than € 12.500, - can be imposed.

The logo licensing fees will be decided upon by the PEFC Romania General Assembly and shall be published on the PEFC **Romania** website.

3. PEFC Logo Use Contract

PEFC Logo Use Contract

Between

(1) PEFC Romania,

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

and

(2) «Institution», «Street», «Postcode» «City»
(hereafter the " Licensee")

Whereas "Institution" is a PEFC Logo Licensee in the field of **PEFC Logo use**.

As a result of the contract the PEFC Logo Licensee will then be in a position to use the PEFC recognized logos and labels, for forest based products whose origins are in sustainably managed forest and other non-controversial sources.

The above-mentioned parties agree to the following:

1. Subject Matter

The licensee receives the right to use the PEFC logo in accordance with the Technical Document of the PEFC Council (PEFC ST 2001:2008 - PEFC Logo Usage Rules - Requirements, Attachment 1). The licensee meets the following requirements: Valid certificate or active participation in a certified area.

2. PEFC logo, license number

The licensee is entitled to use the protected word-picture-brand, including logo number, on the certified products of company within the scope of licensee's business activities. The logo may only be used with the individual registration number, which is awarded upon contract conclusion and receipt of payment:
Registered Logo Number: **PEFC/XX-XX-XX**

The licensee therefore agrees to meet the requirements given in the PEFC ST 2001:2008 - PEFC Logo Usage Rules of the PEFC Council Technical Document at the time of the conclusion.

3. Copyrights to the PEFC Logo

The PEFC Council holds two trademarks, the PEFC logo and the initials: "PEFC". Unauthorized use of this copyrighted material is prohibited and may lead to legal action. The use of the PEFC trademarks is regulated and governed by the PEFC

Council. The PEFC Romania manages the PEFC trademarks usage in Romania on the PEFC Council's behalf.

4. Contract duration, costs

The contract is valid for three years from the signing date. The logo usage service is free of charge.

The contract becomes legally valid upon being signed by the company and countersigned by PEFC Romania.

5. Withdrawal, termination of contract

The contract is extended by a further 3 years if the licensee fulfils the requirements in accordance with § § 1 - 3 of the currently valid version, and no withdrawal has been submitted; either party may withdraw from this contract with three months notice.

If there is reason to believe that, contrary to the contents of this contract, there has been an infringement of the Logo Usage Rules, or the PEFC regulations, then the license may, after prior warning, be suspended with immediate effect.

Should the PEFC Council, as owner, revoke the logo-awarding license from PEFC Romania, then this contract will also terminate.

The logo user will not receive any compensation should their logo usage license expire as a result of the cancellation, revocation or termination of the licensor's awarding license.

6. Penalty

In the case of breach of this contract, a penalty amounting to one fifth of the market value of the products to which unauthorized logo use relates may, after prior warning, be collected. If it can be proven that the improper logo usage was unintentional, a penalty of not more than € 12.500, - can be imposed.

7. Dispute Resolution

In all disputes arising under this agreement or from future business between the parties, both parties will, with the exclusion of recourse to regular legal proceedings, comply with the Arbitration Rules and the International Arbitration Court Bucharest , which is subject to Romanian law.

8. Publication of data, information

The Licensee agrees that information regarding the certificate, logo number and address of the company will be published and disseminated. The Licensee is responsible for the accuracy of its information.

9. Contract Validity

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

10. Jurisdiction

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

Brasov, on _____, on _____

Licensor:
PEFC Romania

Licensee:
«Institution»