

**NATIONAL VOLUNTARY FOREST CERTIFICATION SYSTEM
TECHNICAL DOCUMENT**

**ISSUANCE OF PEFC TRADEMARKS USAGE
LICENCES BY THE ASSOCIATION NATIONAL
VOLUNTARY FOREST CERTIFICATION SYSTEM
(Second edition)**



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Foreword

PEFC, the Programme for the Endorsement of Forest Certification, is a worldwide organisation promoting sustainable forest management through forest certification and labelling of forest and tree based products. Products with a PEFC claim and/or label deliver confidence that the raw material originates in a sustainably managed forest.

The PEFC Council provides endorsement of national forest certification systems, which are required to comply with the PEFC Council requirements, subject to regular evaluations.

This document provides guidance on the issuance of the PEFC trademarks usage licences in compliance with PEFC ST 2001, Trademarks Rules, and PEFC ST 2002, Chain of Custody.

This second edition from the date of publication cancels and replaces the first edition UA SFM ST TD 08. The second edition has technical amendments for harmonization with new guidance PEFC GD 1005:2020 and minor technical amendments relating to PEFC Endorsement process of National Voluntary Forest Certification System.

Introduction

The PEFC trademarks provide information relating to the origin of forest and tree based products in sustainably managed forests, recycled and other non-controversial sources. Trademarks information drives purchasers and potential purchasers to choose products based on environmental, as well as other considerations.

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

The PEFC authorised body is an entity that has permission from the PEFC Council to issue PEFC trademarks licences and to notify certification bodies on behalf of the PEFC Council. Usually the authorised bodies are the PEFC National Governing Bodies.

The PEFC National Governing Bodies (PEFC NGBs) are independent, national organisations established to develop and implement a PEFC system within their country. A list of the PEFC NGBs and their contact details can be found at the PEFC website.

PEFC NGB and authorised body in Ukraine is Association National Voluntary Forest Certification System (hereinafter the Association, Association NVFCS).

1. Scope

This document sets out the rules for the issuance of PEFC trademarks usage licences, hereafter “licences”, by Association NVFCS to ensure legally compliant use of the PEFC trademarks in accordance with the PEFC ST 2001, Trademarks Rules – Requirements.

This document is based on PEFC ST 2001 and PEFC GD 1004, PEFC GD 1005.

The Association NVFCS only issues licences to entities located in Ukraine.

Organisations, which is legal entity registered in Ukraine shall apply to Association NVFCS to obtain the licence.

2. Normative references

PEFC ST 2001, PEFC Trademarks Rules – Requirements

PEFC GD 1004, Administration of PEFC Scheme

PEFC GD 1005, Issuance of PEFC trademarks usage licences by the PEFC Council

3. Terms and definitions

3.1 Accredited certificate

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

3.2 Endorsement and mutual recognition

The endorsement of a system means that the members of the PEFC Council have determined that the system meets the requirements of the PEFC Council. The endorsement procedure ensures that the members vote on each other's systems. Therefore, the members of the PEFC Council recognize each other's systems under the PEFC Council mutual recognition umbrella.

The requirements for the endorsement are described in the PEFC technical documentation PEFC GD 1007, Endorsement and Mutual Recognition of Certification Systems and their Revision.

3.3 Forest certification system

The set of standards and related procedures necessary to carry out forest certification activities.

Note 1: A forest certification system consists of one or more forest management standards, a chain of custody standard and all other standards and documents necessary to carry out certification activities such as certification and accreditation procedures, standard development requirements, etc.

3.4 PEFC authorised body

The authorised body is an entity that has permission from the PEFC Council to issue PEFC trademarks usage licences and to notify certification bodies on behalf of the PEFC Council. Usually the authorised bodies are the PEFC National Governing Bodies.

3.5 PEFC National Governing Bodies

The PEFC National Governing Bodies (PEFC NGBs) are independent, national organisations established to develop and implement a PEFC forest certification system within their country. A list of the PEFC NGBs and their contact details can be found at the PEFC website, www.treee.es/pefcnationalmembers. PEFC NGBs are often also the "PEFC authorised body".

3.6 PEFC recognised certificate

a) A valid accredited forest management certificate issued by a PEFC notified certification body against a forest management system/standard that is endorsed by the PEFC Council.

b) A valid accredited chain of custody certificate issued by a PEFC notified certification body against the PEFC International Chain of Custody standard or another chain of custody standard that is endorsed by the PEFC Council.

Note 1: PEFC endorsed forest certification systems and chain of custody standards are found at the PEFC website <https://pefc.org/discover-pefc/our-pefc-members/national-members>.

Note 2: In case of a group or multi-site certificate where it is confirmed in a separate document, such as an appendix to the certificate or a sub-certificate, that a site or a group participant is covered by the certificate, the separate document and the certificate together are considered the site's/participant's PEFC recognised certificate.

3.7 PEFC trademarks usage contract

The PEFC trademarks usage contract is the agreement between the organisation applying for trademarks usage and the PEFC Council or a PEFC authorised body issuing the PEFC trademarks usage licence.

3.8 PEFC trademarks

The PEFC trademarks are symbols that represent the visual identity of PEFC. They are registered and belong to the PEFC Council. There are two PEFC trademarks:

- c) The initials "PEFC"; and
- d) The PEFC logo. It consists of two trees surrounded by an arrow. The "PEFC" initials stand underneath it. The PEFC logo shall always be used within PEFC labels.



3.9 PEFC trademarks usage licence

The PEFC trademarks usage licence gives right to the licence holder to use the PEFC trademarks in accordance with PEFC ST 2001, Trademarks Rules – Requirements and to the PEFC trademarks usage contract.

3.10 Off-product usage

The use of the PEFC trademarks, other than on-product usage, that is not referring to a specific product or the origin of raw material in a PEFC certified forest.

3.11 On-product usage

The use of the PEFC trademarks in reference to the PEFC certified material of a product or that can be perceived or understood by buyers or the public as referring to PEFC certified material. On-product usage can be direct (when the PEFC trademarks are placed on tangible products) or indirect (the trademarks refer to tangible products although they are not placed directly on the product).

3.12 Retailers and brand owners

Entity procuring PEFC certified finished products from PEFC certified companies and selling them to consumers.

4. Conditions for issuance of licences

4.1 General conditions

An entity applying for the licence shall:

- a) be a legal entity registered in Ukraine
- b) agree that the Association NV FCS collects and makes publicly available the entity's identification and other information as specified by the PEFC Council.

4.2 Special conditions

User Group B: Entities certified against National Voluntary Forest Certification System UA ST 02 "Sustainable Forest Management. General Provisions." or / and UA ST 03 "Group Forest Management", shall:

- a) hold a valid PEFC recognised forest management certificate
- b) sign the PEFC trademarks usage contract with the Association NV FCS (Appendix 1).

User Group C: Entities certified against the **PEFC ST 2002**, shall:

- a) hold a valid PEFC recognised chain of custody certificate
- b) sign the PEFC trademarks usage contract with the Association NV FCS (Appendix 2).

The holder of multi-site chain of custody certificate operating with franchises or companies where the sites are linked through a common ownership, management or other organisational link, can apply for a PEFC trademarks usage multi-licence and sign a PEFC trademarks usage contract with the Association NVFCS (Appendix 3) covering the whole or a part of the scope of the multi-site certificate provided that:

a) the central office and the sites are a part of a single legal entity is situated in Ukraine, or

b) the central office and the sites are a part of a single company with a single management and organisational structure is situated in Ukraine

The independent legal entities forming part of a multi-site producer group chain of custody certificate shall apply for individual trademarks usage licences.

User Group D: Other users (excluding retailers), shall:

a) Be organisations and other entities not classified under PEFC trademarks groups A, B and C

b) Be organisations such as trade and industry associations, research and educational institutions, certification bodies, accreditation bodies, governmental organisations, NGOs, etc. Group D also covers organisations within the forest and tree based products chain, where the chain of custody certification does not apply as they are end users of forest and tree based products or are selling the products with claims and/or labels placed on the product by their suppliers

c) sign the PEFC trademarks usage contract with the Association NVFCS (Appendix 4).

User Group D: Other users (retailers and brand owners), shall:

a) identify the purpose of the PEFC trademarks usage that does not conflict with the objectives and good name of the PEFC Council

b) sign the PEFC trademarks usage contract with the Association NVFCS (Appendix 5).

5. Geographical scope

The Association NV FCS 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. It is responsible for the issuance of the PEFC trademarks usage licences in Ukraine.

6. Data management procedure

6.1. In order to issue a PEFC trademarks usage licence, the Association NVFCS may collect some personal data on the trademarks users. The personal data

collected includes: full name of the contact person, email address and telephone number. This information is necessary for the normal operations of the PEFC certification system. They are made publicly available on the PEFC websites (PEFC Council website and Association NVFCS websites), and PEFC may share them with third parties limited to and exclusively for certification purposes. These data are indispensable to ensure the PEFC certification system operations, such as to trace validity of trademarks usage licences and certified products, by consumers and third parties.

6.2. Personal data on trademarks users are kept public for a duration of five (5) years after the end of the trademarks usage licence validity. Data will then be stored in an in-house database in order to keep track of the licences. Upon request, the Association NVFCS may provide trademarks users with information about the personal data it holds. Trademarks users have the right to access or verify their personal data and to have them modified, corrected or deleted at any time. If the trademarks users would like to exercise one of these data protection rights, they can contact PEFC at info@pefcukraine.com or by phone +380673126784.

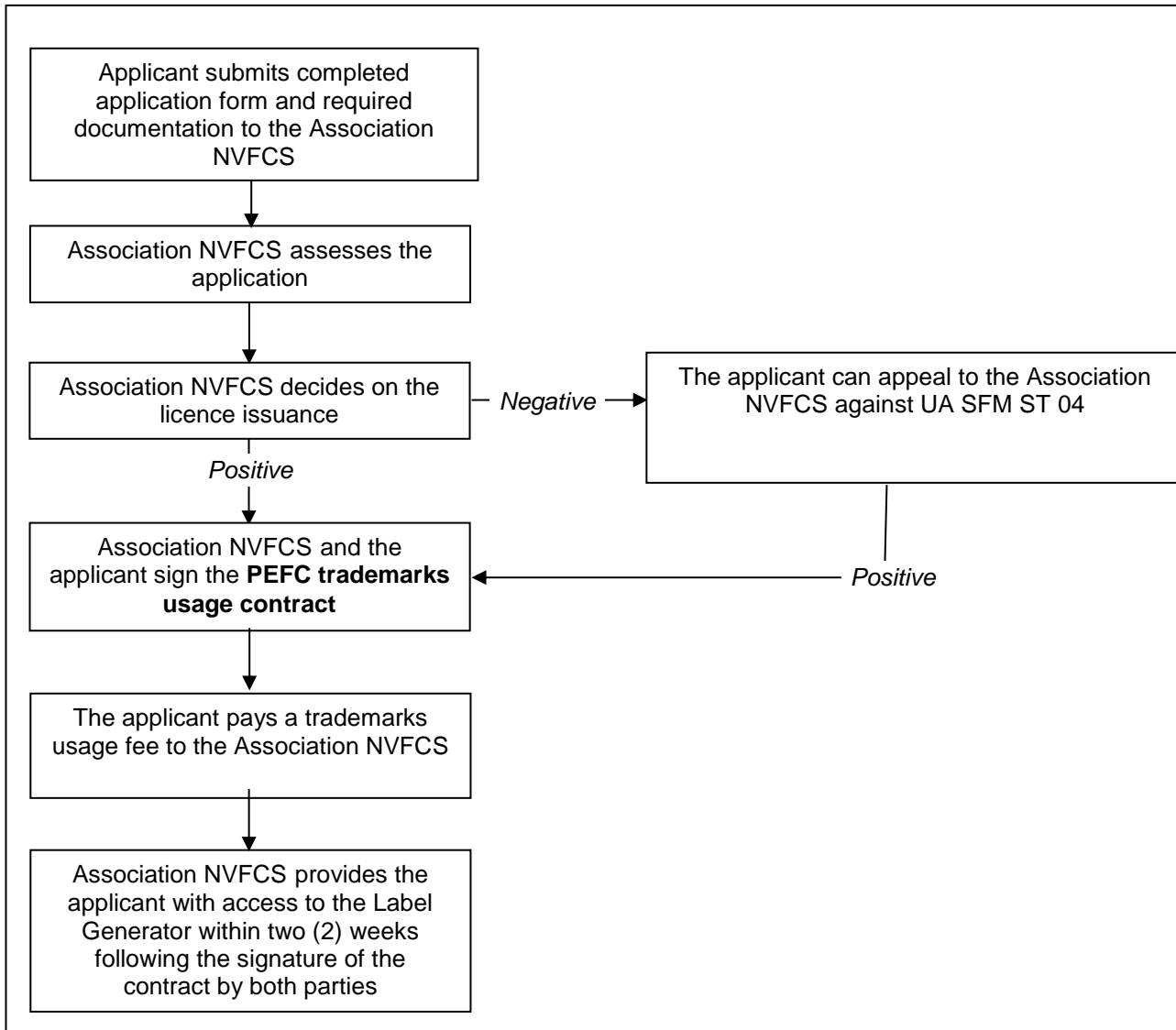
6.3. By signing the PEFC trademarks usage contract, the trademarks users agree to this data treatment procedure. In case the trademarks users do not want this information to be publicly available, the PEFC trademarks usage licence shall be cancelled.

6.4. Further information on PEFC Council data treatment is available from the PEFC Council.

6.5. Trademark users are responsible for the accuracy of the data submitted for data processing by the Association NVFCS.

7. Licence issuance process

Figure 1: Licence issuance process



8. Validity of licences

Licences are valid for the following time periods:

a) User Group B: The PEFC trademarks usage contract enters into force when it has been signed by both parties. It remains valid whilst the Association NVFCS UA ST 02 and / or UA ST 03 forest management recognised certificate is valid and as long as the trademarks user uses the PEFC trademarks in accordance with PEFC ST 2001, Trademarks Rules – Requirements, as stated now and as may be amended by the PEFC Council from time to time.

b) User Group C: The PEFC trademarks usage contract enters into force when it has been signed by both parties. It remains valid whilst the PEFC or Association NVFCS chain of custody recognised certificate is valid and as long as the trademarks user uses the PEFC trademarks in accordance with PEFC ST 2001, Trademarks Rules – Requirements, as stated now and as may be amended by the PEFC Council from time to time.

c) User Group D (both types): The PEFC trademarks usage contract enters into force when it has been signed by both parties and has a validity of one year. It is automatically renewed annually whilst the trademarks user fulfils its responsibilities and uses the PEFC trademarks in accordance with PEFC ST 2001, Trademarks Rules – Requirements, as stated now and as may be amended by the PEFC Council from time to time and the contract.

9. Mechanism for the investigation and enforcement of the compliance with PEFC Logo usage rules (PEFC ST 2001)

9.1. Association National Voluntary Forest Certification System is authorised body in Ukraine and shall take all actions, including legal if necessary, to protect the PEFC Logo trademark.

9.2. In case of unauthorized use of PEFC trademarks, or other infringement of intellectual property rights, the licensor or his authorized person sends a letter of complaint to the infringer with a request to stop illegal actions against the object of intellectual property rights.

9.3. If there are sufficient grounds, the licensor or a person authorized by him has the right, at its discretion, to apply to the court, law enforcement agencies, or the Antimonopoly Committee of Ukraine.

10. Application for a PEFC trademarks usage licence

Organisations shall apply for a PEFC trademarks usage licence directly on the PEFC Label Generator's website.

Note 1: Before the launch of the new Label Generator, organisations shall apply for PEFC trademarks usage licences directly to Association NVFCS. Application shall be done in form according Appendix 7.

11. One-off use of the PEFC trademarks

When using the PEFC trademarks in press articles or for scientific research articles, it is not necessary to use and/or hold a PEFC licence number. For other purposes, the Association NVFCS may allow a one-off usage of the PEFC trademarks for off-product purposes to users without an individual licence number (e.g. for events) under the following conditions:

- a) this licence shall be limited to the one specified use
- b) the use shall not conflict the objectives and good name of the Association NVFCS and/or PEFC Council
- c) the PEFC trademarks shall be used with the Association NVFCS licence number (PEFC/53-01-01)
- d) the disclaimer «Reproduced with the permission of the Association NVFCS» shall be placed visibly together with the PEFC trademarks

The application for the one-off use shall be made on the PEFC Label Generator's website.

Note 1: Before the launch of the new Label Generator, organisations shall apply for the one-off use directly to Association NVFCS. Application shall be done in a form of Appendix 8.

Appendix 1: PEFC trademarks usage contract - user group B: Sustainable forest management (SFM) certified entities

Between

(1) Association National Voluntary Forest Certification System,
(hereinafter referred to as the Licensor)

The location of the Association is: Ukraine, 49044, Dnipro, 5, Starokozatska St.

And

(2) [Name of the trademarks user I], having its registered office at [address
to be completed]

[Name of the trademarks user II], having its registered office at [address to be
completed]

[complete one line per trademarks user to be covered by this contract]

(hereinafter the «Licensee(s)», «PEFC trademark User(s)»)

Whereas [name(s) of organisation(s)] is (are) trademarks user(s) under the trademarks user group B: Sustainable forest management (SFM) certified entities according UA SFM ST 02, Sustainable Forest Management. General provisions. and UA SFM ST 03, Group Forest Management, as defined in the PEFC ST 2001, Trademarks Rules - Requirements.

Whereas each of the organisations mentioned as trademarks users are jointly and severally liable for the fulfilment of any and all rights and obligations of this contract. If one of the organisations does not fulfil a requirement and/or the contract is suspended or terminated for one of the participating organisations, the contract shall be suspended or terminated for all the organisations defined as trademarks users.

As a result of this contract, the Licensee(s) of the PEFC license will be able to use the recognized PEFC trademarks for forest and wood products, the origin of which is from forest with sustainable forest management.

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

Article 1: General provisions

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

The PEFC authorised body is an entity that has permission from the PEFC Council

to issue PEFC logo licences and to notify certification bodies on behalf of the PEFC Council. Usually the authorised bodies are the PEFC National Governing Bodies.

The PEFC National Governing Bodies (PEFC NGBs) are independent, national organisations established to develop and implement a PEFC system within their country. A list of the PEFC NGBs and their contact details can be found at the PEFC website (<https://www.pefc.org/>).

PEFC NGB and authorised body in Ukraine is Association National Voluntary Forest Certification System (hereinafter Licensor).

Article 2: Subject of the Contract:

2.1. Under the terms of this License Contract, Licensee(s) is (are) to be granted a licence for the use of the PEFC trademarks with the licence number PEFC/..... and to be allowed to use the PEFC trademarks for off-product usage according to the PEFC ST 2001, Trademarks Rules - Requirements and to this contract;

2.2. Licensee(s) may not transfer, sell, or otherwise alienate the license to use PEFC trademarks (sublicensee). The only authorized body for the issuance of licenses for PEFC trademarks in Ukraine is the Association NVFCS.

2.3. These normative references form part of the contractual documentation and are found on the Association's NVFCS and/or PEFC website: PEFC ST 2001, Trademarks Rules – Requirements UA GD 08, Issuance of PEFC trademarks usage licences by the Association NVFCS, UA ST 02 Sustainable forest management. General provisions, UA ST 03 Group Forest Management.

2.4. These normative references are valid as stated now and as may be from time to time altered by the Association NVFCS and/or PEFC Council.

2.5. The rights and obligations arising from the Licensee(s) as a result of concluding this License Contract may not be transferred by it to third parties without the consent of the Licensor.

Article 3: Ownership of the PEFC trademarks

3.1. The PEFC logo



and the PEFC initials are copyrighted materials and are internationally registered

trademarks owned by the PEFC Council. Unauthorised use of these copyrighted materials is prohibited. Association NVFCS and/or PEFC Council reserves the right to take legal action in cases of unauthorised use.

3.1.2 The PEFC logo and the PEFC initials shall not be used accompanied by any symbols to indicate that they are registered trademarks, such as the TM or the R.

3.1.3. The Licensee(s) is(are) obliged to use the PEFC trademarks in accordance with the PEFC ST 2001, PEFC Trademarks Rules – Requirements and technical documents, standards, guides and other documents of PEFC Council and together with a registration number issued by the PEFC Council so as to ensure that the trademark user(s) is(are) identifiable on its basis.

3.2. The scope of the PEFC trademarks Usage (on and off product usage) is issued in the International PEFC Standard PEFC ST 2001, PEFC Trademarks Rules – Requirements and in other technical documents, guides and standards of PEFC Council, which were adopted by Association NVFCS.

3.3. This is set of requirements for the use of the PEFC trademarks defined in PEFC ST 2001, PEFC Trademarks Rules – Requirements, which forms part of the contractual documentation and is found in the annex of this contract. PEFC ST 2001 is valid as stated now and as may be from time to time altered by the PEFC Council.

3.4. PEFC Trademark Usage is regulated by PEFC Council and Association NVFCS. The Association National Voluntary Forest Certification System, as PEFC authorised body, is an entity that has permission from the PEFC Council to issue PEFC trademarks licences in Ukraine.

Article 4: Interpretations of the definitions from PEFC ST 2001, Trademarks Rules – Requirements for the purpose of this contract

4.1. Off-product usage

The use of the PEFC trademarks, other than on-product usage, that is not referring to a specific product or the origin of raw material in a PEFC certified forest.

4.2. On-product usage

The use of the PEFC trademarks in reference to the PEFC certified material of a product or that can be perceived or understood by buyers or the public as referring to PEFC certified material. On-product usage can be direct (when the PEFC trademarks are placed on tangible products) or indirect (the trademarks refer to tangible products although they are not placed directly on the product).

Article 5: Issuance of license process

5.1. The process of issuing a license for the use of PEFC trademarks is set out in the technical document UA SFM TD 08, Issuance of PEFC Logo usage licences by Association National Voluntary Forest Certification System, approved by the Council of Association NVFCS.

Article 6: Responsibilities of the trademarks user(s)

6.1. The trademarks user(s) has(have) right to use the protected logo, including the logo number (individual registration number, which is assigned after the conclusion of this contract for the use of PEFC trademarks) for the off products usage, within the business activities of the Licensee(s).

6.2. The trademarks user(s) is (are) obliged to use the PEFC trademarks in accordance with PEFC ST 2001, Trademarks Rules – Requirement, as stated now and as may be amended by the PEFC Council from time to time.

6.3. The trademarks user(s) is (are) responsible for keeping itself (themselves) informed and adapt its (their) usage to any changes to this standard conducted by the PEFC Council. The link to check the actual standards and technical documentation is <https://www.pefc.org/resources/technical-documentation>.

6.4. The trademarks user(s) is (are) obliged to inform the Licensor immediately and truthfully on any changes concerning the trademarks user(s)'s identification data and certification status.

6.5. The trademarks user(s) certified against National Voluntary Forest Certification System UA SFM ST02, Sustainable Forest Management. General provisions and UA SFM ST 03, Group Forest Management, may have to provide, on Licensor`s request or PEFC`s Council request, a list of all the off-product usage of the PEFC trademarks.

6.6. The trademarks user(s) is (are) obliged to provide for Licensor official documents, which are confirming the amount of annual (income (revenue) from sales of products (goods, works, services)) of the company.

6.7. Refusal to complete the application (Annex 7) and / or provide the documents listed in Annex 7 is grounds for non-issuance of a license or termination of the license.

Article 7: Responsibilities of the Licensor

7.1. The Licensor is obliged to inform the trademarks user(s) on any changes to the PEFC Council and/or Association National Voluntary Forest Certification System regulations and documentation concerning the PEFC trademarks use which affect this

contract to the latest known email address. If the trademarks user(s) does (do) not accept the modification, the trademarks user(s) can terminate the contract, as per article 10, clause 1.

7.2. The Licensor shall provide the trademarks user(s) with access to the PEFC Label Generator within two (2) weeks following the signature of the contract by both parties.

Article 8: Validity of the Contract

8.1. The contract enters into force when it has been signed by the Licensee and the Head of the Association National Voluntary Forest Certification System and remains valid whilst the certificate is valid, unless it is terminated according to clause 10.

8.2. This license contract applies to the entire territory of the world.

8.3. The licensee(s) from the date of suspension, termination of the license is not entitled to use PEFC trademarks, sell products with the PEFC trademarks, even if it was produced and packaged before the suspension of the license.

Article 9: Payment

9.1. Payment under this License Contract is made in the national currency of Ukraine at the official exchange rate of hryvnia to CHF (Swiss franc) set by the National Bank of Ukraine (<https://bank.gov.ua/>) on the day of payment.

9.2. Tariffs for fees for the use of PEFC trademarks are specified in Appendix 6 to the Technical Document of the National Voluntary Forest Certification System UA SFM TD 08, Issuance of PEFC Logo usage licences.

9.3. Payment shall be made not later than 30 days from the date of invoicing by the Association NVFCS. Delays in payment of more than 7 days from the specified period may lead to the suspension of the License.

9.4. The Licensor has the right to alter the amount of payment demanded for use of the PEFC trademarks. The change shall come into effect in the contract between the Licensor and the trademarks user ninety (90) days after the former has informed the latter, in writing, of the change.

Article 10: Contract Termination

10.1. Either party may terminate the contract with three (3) months prior notice by email to the latest known email address.

10.2. The Licensor may revoke the contract temporarily with immediate effect while a suspicion of contravention of the contract or PEFC ST 2001, Trademarks Rules - Requirements is being investigated.

10.3. In case of detection of misuse or suspicion of misuse of the PEFC trademarks, the Licensor shall send the trademarks user(s) a written request for an explanation and a notification of the temporary revocation of the contract by email to the latest email address in possession of the Licensor. The trademarks user(s) has (have) two (2) weeks from the date the email was sent to confirm receipt and provide explanation to the Licensor. The temporary revocation shall remain in effect for a maximum period of one (1) month after the trademarks user(s) has (have) provided an explanation concerning the suspected misuse to the Licensor, which will examine the matter. If the misuse is confirmed, the temporary revocation will be expanded for another period of three (3) months. During these three (3) months, the trademarks user(s) shall implement corrective measures to resolve the misuse. After these three (3) months, the Licensor will examine the corrective measures implemented and the result and may either reverse a decision on the temporary revocation of the contract, or may decide to terminate definitively the trademarks usage contract. In both cases, the Licensor shall notify the trademarks user(s) of its decision in writing.

10.4. As part of the investigation of suspicion, the Licensor 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 trademarks user(s)'s operations, if it has received a complaint by a third party or if the Licensor has reasons to believe that the contract is being contravened. The trademarks user(s) shall bear responsibility for the costs of said inspection and any other detrimental effects.

10.5. The Licensor may revoke the contract temporarily with immediate effect where there is a suspicion of misuse of the sustainable forest management certification by the trademarks user(s) investigated by the certification body. The suspension will last until the certification body has finished its investigation. If the certification body decides to keep the trademarks user(s) certified, the trademarks usage contract will be reinstated. On the contrary, this trademarks usage contract will be terminated on the same date as the certificate.

10.6. The Licensor may terminate the contract with immediate effect if there are reasons to believe that any of the terms of the contract or PEFC ST 2001, Trademarks Rules – Requirements in its valid version are not being adhered to; or the trademarks user(s) may be bringing PEFC to disrepute.

10.7. Withdrawal or termination of the validity of the PEFC recognised forest management certificate will result in automatic withdrawal or termination of the PEFC trademarks usage contract with effect on the same date as the withdrawal or termination of the validity of the forest management certificate.

10.8. Suspension of the PEFC recognised forest management certificate will result in automatic suspension of the PEFC trademarks usage contract with effect on the same date as the suspension of the validity of the forest management certificate, until the suspension is lifted. If the suspension is lifted and the recognised forest management certificate is valid again, this contract will be valid again on the same date as the certificate. If the suspension turns into a termination or withdrawal of the certificate, this contract will be automatically terminated from the same date of termination or withdrawal of the certificate.

10.9. If the PEFC Council, as the owner of the PEFC logo, withdraws the license to issue of the PEFC logo from the National Voluntary Forest Certification System Association, this contract will also be terminated.

10.10 The Licensor is not obliged to pay compensation for any costs or other damages which the temporary revocation or termination causes to the trademarks user(s), even if the license is suspended during the investigation, regardless of the results of the investigation.

Article 11: Data treatment

11.1. In order to issue a trademarks usage licence, the Licensor may collect some personal data on the trademarks user(s). The personal data collected include: full name of the contact person, email address and telephone number. This information is necessary for the normal operations of the PEFC certification system. They are made publicly available on the PEFC websites (PEFC Council website and PEFC National Governing Body websites), and PEFC may share them with third parties limited to and exclusively for certification purposes. These data are indispensable to ensure the PEFC certification system operations, such as to trace validity of trademarks usage licences and certified products, by consumers and third parties.

11.2. Personal data on the trademarks user(s) are kept public for a duration of five (5) years after the end of the trademarks usage licence validity. Data will then be stored in an in-house database in order to keep track of the licences. Upon request, the Licensor may provide the trademarks user(s) with information about the personal data it holds. The trademarks user(s) has (have) the right to access or verify its (their) personal data and to have them modified, corrected or deleted at any time. If the trademarks user(s) would like to exercise one of these data protection rights, they can contact Licensor at info@pefcukraine.com or PEFC at request@pefc.org.

11.3. By the signature of this contract the trademarks user(s) agrees to this data treatment procedure. In case the trademarks user(s) does (do) not want this information to be publicly available, the licence shall be cancelled.

11.4. Further information on the PEFC data treatment is available from the PEFC Council.

11.5. Licensee(s) is(are) responsible for the accuracy of its personal data.

Article 12: Penalty

12.1. In the event that Licensee(s) violates this Contract with respect to the unauthorized use of PEFC Logo, Licensee(s) shall be liable in the 10% of the annual income (revenue) of the business entity from the sale of products (goods, works, services) for the last reporting year preceding the year in which the fine is imposed. This type of penalty may be imposed on Licensee(s) upon written notice of termination of unauthorized use of PEFC logo. If there is no income (revenue), a fine is imposed in the amount equivalent to 30,000 CHF (thirty thousand Swiss francs), according to the official exchange rate of the Swiss franc (CHF) to the national currency of Ukraine - the hryvnia set by the National Bank of Ukraine (<https://bank.gov.ua/>) at the time of imposition of such a fine.

12.2. If there is evidence that the misuse of PEFC logo was unintentional, the penalty will be limited to CHF 15,000 (fifteen thousand Swiss francs), according to the official exchange rate of the Swiss franc (CHF) to the national currency of Ukraine - the hryvnia set by the National Bank of Ukraine (<https://bank.gov.ua/>) at the time of imposition of such a fine, in case when penalty is higher than this amount.

12.3. The Licensor has the right to alter the amount of penalty demanded for use of the PEFC trademarks in contravention of the contract. The change shall come into effect in the contract between the Licensor and the trademarks user ninety (90) days after the former has informed the latter, in writing, of the change.

Article 13: Applicable law and place of jurisdiction

13.1. All disputes, disagreements or claims arising from or in connection with this contract, including its conclusion, interpretation, performance, violation, termination or invalidity, shall be resolved in the Commercial Court at the location of the Defendant in accordance with applicable law Of Ukraine.

Signed in duplicate.

In _____ on _____
For and on behalf of
the Association NVFCS

In _____ on _____
For and on behalf of
the trademarks user(s)

Appendix 2: PEFC trademarks usage contract - user group C: Chain of custody certified entities - individual

Between

(1) Association National Voluntary Forest Certification System,
(hereinafter referred to as the Licensor)

The location of the Association is: Ukraine, 49044, Dnipro, 5, Starokozatska St..

And

(2) [Name of the trademarks user], having its registered office at [address
to be completed]

(hereinafter the «Licensee»), «PEFC trademark User»)

Whereas [name of organisation] is trademarks user under the trademarks user group C: Chain of custody certified entities as defined in the PEFC ST 2001, Trademarks Rules - Requirements.

As a result of this contract, the Licensee of the PEFC license will be able to use the recognized PEFC trademarks for forest and wood products, the origin of which is from forest with sustainable forest management.

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

Article 1: General provisions

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

The PEFC authorised body is an entity that has permission from the PEFC Council to issue PEFC logo licences and to notify certification bodies on behalf of the PEFC Council. Usually the authorised bodies are the PEFC National Governing Bodies.

The PEFC National Governing Bodies (PEFC NGBs) are independent, national organisations established to develop and implement a PEFC system within their country. A list of the PEFC NGBs and their contact details can be found at the PEFC website (<https://www.pefc.org/>).

PEFC NGB and authorised body in Ukraine is Association National Voluntary Certification System (hereinafter Licensor).

Article 2: Subject of the Contract:

2.1. Under the terms of this License Contract, Licensee is to be granted a licence for the use of the PEFC trademarks with the licence number PEFC/..... and to be

allowed to use the PEFC trademarks for on- and off-product usage according to the PEFC ST 2001, Trademarks Rules - Requirements and to this contract;

2.2. Licensee may not transfer, sell, or otherwise alienate the license to use PEFC trademarks (sublicensee). The only authorized body for the issuance of licenses for PEFC trademarks in Ukraine is the Association NVFCS.

2.3. These normative references form part of the contractual documentation and are found on the PEFC website: PEFC ST 2001, Trademarks Rules – Requirements PEFC ST 2002, Chain of Custody of Forest and Tree Based Products – Requirements PEFC GD 1005, Issuance of PEFC trademarks usage licences by the PEFC Council

2.4. These normative references are valid as stated now and as may be from time to time altered by the PEFC Council.

2.5. The rights and obligations arising from the Licensee as a result of concluding this License Contract may not be transferred by it to third parties without the consent of the Licensor.

Article 3: Ownership of the PEFC trademarks

3.2. The PEFC logo



and the PEFC initials are copyrighted materials and are internationally registered trademarks owned by the PEFC Council. Unauthorised use of these copyrighted materials is prohibited. Association NVFCS and/or PEFC Council reserves the right to take legal action in cases of unauthorised use.

3.1.2 The PEFC logo and the PEFC initials shall not be used accompanied by any symbols to indicate that they are registered trademarks, such as the TM or the R.

3.1.3. The Licensee is obliged to use the PEFC trademarks in accordance with the PEFC ST 2001, PEFC Trademarks Rules – Requirements and technical documents, standards, guides and other documents of PEFC Council and together with a registration number issued by the PEFC Council so as to ensure that the trademark user(s) is(are) identifiable on its basis.

3.2. The scope of the PEFC trademarks Usage (on and off product usage) is issued in the International PEFC Standard PEFC ST 2001, PEFC Trademarks Rules –

Requirements and in other technical documents, guides and standards of PEFC Council, which were adopted by Association NVFCS.

3.3. This is set of requirements for the use of the PEFC trademarks defined in PEFC ST 2001, PEFC Trademarks Rules – Requirements, which forms part of the contractual documentation and is found in the annex of this contract. PEFC ST 2001 is valid as stated now and as may be from time to time altered by the PEFC Council.

3.4. PEFC Trademark Usage is regulated by PEFC Council and Association NVFCS. The Association National Voluntary Forest Certification System, as PEFC authorised body, is an entity that has permission from the PEFC Council to issue PEFC trademarks licences in Ukraine.

Article 4: Interpretations of the definitions from PEFC ST 2001, Trademarks Rules – Requirements for the purpose of this contract

4.1. Off-product usage

The use of the PEFC trademarks, other than on-product usage, that is not referring to a specific product or the origin of raw material in a PEFC certified forest.

4.2. On-product usage

The use of the PEFC trademarks in reference to the PEFC certified material of a product or that can be perceived or understood by buyers or the public as referring to PEFC certified material. On-product usage can be direct (when the PEFC trademarks are placed on tangible products) or indirect (the trademarks refer to tangible products although they are not placed directly on the product).

Article 5: Issuance of license process

5.1. The process of issuing a license for the use of PEFC trademarks is set out in the technical document UA SFM TD 08, Issuance of PEFC Logo usage licences by the Association National Voluntary Forest Certification System, approved by the Council of Association NVFCS.

Article 6: Responsibilities of the trademark user

6.1. The trademarks user has right to use the protected logo, including the logo number (individual registration number, which is assigned after the conclusion of this contract for the use of PEFC trademarks) for the on- and off- products usage, within the business activities of the Licensee(s).

6.2. The trademarks user is obliged to use the PEFC trademarks in accordance with PEFC ST 2001, Trademarks Rules – Requirement, as stated now and as may be amended by the PEFC Council from time to time.

6.3. The trademarks user is responsible for keeping itself informed and adapt its usage to any changes to this standard conducted by the PEFC Council. The link to check the actual standards and technical documentation is <https://www.pefc.org/resources/technical-documentation>.

6.4. The trademarks user is obliged to inform the Licensor immediately and truthfully on any changes concerning the trademarks user's identification data and certification status.

6.5. The trademarks user certified against National Voluntary Forest Certification System PEFC ST 2002 may have to provide, on Licensor`s request or PEFC`s Council request, a list of all the on- and off-product usage of the PEFC trademarks, e.g. broken down by product, product category, production unit or similar, to the degree of accuracy that the chain of custody system used by the trademarks user permits.

6.6. The trademarks user is obliged to provide for Licensor official documents, which are confirming the amount of annual (income (revenue) from sales of products (goods, works, services)) of the company.

6.7. Refusal to complete the application (Annex 7) and / or provide the documents listed in Annex 7 is grounds for non-issuance of a license or termination of the license.

Article 7: Responsibilities of the Licensor

7.1. The Licensor is obliged to inform the trademarks user on any changes to the PEFC Council regulations and documentation concerning the PEFC trademarks use which affect this contract to the latest known email address. If the trademarks user does not accept the modification, the trademarks user can terminate the contract, as per article 10, clause 1.

7.2. The Licensor shall provide the trademarks user with access to the PEFC Label Generator within two (2) weeks following the signature of the contract by both parties.

Article 8: Validity of the Contract

8.1. The contract enters into force when it has been signed by the Licensee and the Head of the Association National Voluntary Forest Certification System and remains valid whist the certificate is valid, unless it is terminated according clause10.

8.2. This license contract applies to the entire territory of the world.

8.3. The licensee from the date of suspension, termination of the license is not entitled to use PEFC trademarks, sell products with the PEFC trademarks, even if it was

produced and packaged before the suspension of the license.

Article 9: Payment

9.1. Payment under this License Contract is made in the national currency of Ukraine at the official exchange rate of hryvnia to CHF (Swiss franc) set by the National Bank of Ukraine (<https://bank.gov.ua/>) on the day of payment.

9.2. Tariffs for fees for the use of PEFC trademarks are specified in Appendix 6 to the Technical Document of the National Voluntary Forest Certification System UA SFM TD 08, Issuance of PEFC Logo usage licences.

9.3. Payment shall be made not later than 30 days from the date of invoicing by the Association NVFCS. Delays in payment of more than 7 days from the specified period may lead to the suspension of the License.

9.4. The Licensor has the right to alter the amount of payment demanded for use of the PEFC trademarks. The change shall come into effect in the contract between the Licensor and the trademarks user ninety (90) days after the former has informed the latter, in writing, of the change.

Article 10: Contract Termination

10.1. Either party may terminate the contract with three (3) months prior notice by email to the latest known email address.

10.2. The Licensor may revoke the contract temporarily with immediate effect while a suspicion of contravention of the contract or PEFC ST 2001, Trademarks Rules - Requirements is being investigated.

10.3. In case of detection of misuse or suspicion of misuse of the PEFC trademarks, the Licensor shall send the trademarks user a written request for an explanation and a notification of the temporary revocation of the contract by email to the latest email address in possession of the Licensor. The trademarks user has two (2) weeks from the date the email was sent to confirm receipt and provide explanation to the Licensor. The temporary revocation shall remain in effect for a maximum period of one (1) month after the trademarks user has provided an explanation concerning the suspected misuse to the Licensor, which will examine the matter. If the misuse is confirmed, the temporary revocation will be expanded for another period of three (3) months. During these three (3) months, the trademarks user(s) shall implement corrective measures to resolve the misuse. After these three (3) months, the Licensor will examine the corrective measures implemented and the result and may either reverse a decision on the temporary revocation of the contract, or may decide to

terminate definitively the trademarks usage contract. In both cases, the Licensor shall notify the trademarks user of its decision in writing.

10.4. As part of the investigation of suspicion, the Licensor 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 trademarks user's operations, if it has received a complaint by a third party or if the Licensor has reasons to believe that the contract is being contravened. The trademarks user shall bear responsibility for the costs of said inspection and any other detrimental effects.

10.5. The Licensor may revoke the contract temporarily with immediate effect where there is a suspicion of misuse of the chain of custody certification by the trademarks user investigated by the certification body. The suspension will last until the certification body has finished its investigation. If the certification body decides to keep the trademarks user certified, the trademarks usage contract will be reinstated. On the contrary, this trademarks usage contract will be terminated on the same date as the certificate.

10.6. The Licensor may terminate the contract with immediate effect if there are reasons to believe that any of the terms of the contract or PEFC ST 2001, Trademarks Rules – Requirements in its valid version are not being adhered to; or the trademarks user may be bringing PEFC to disrepute.

10.7. Withdrawal or termination of the validity of the PEFC recognised forest management certificate will result in automatic withdrawal or termination of the PEFC trademarks usage contract with effect on the same date as the withdrawal or termination of the validity of the forest management certificate.

10.8. Suspension of the PEFC recognised chain of custody certificate will result in automatic suspension of the PEFC trademarks usage contract with effect on the same date as the suspension of the validity of the chain of custody certificate, until the suspension is lifted. If the suspension is lifted and the recognised chain of custody certificate is valid again, this contract will be valid again on the same date as the certificate. If the suspension turns into a termination or withdrawal of the certificate, this contract will be automatically terminated from the same date of termination or withdrawal of the certificate.

10.9. If the PEFC Council, as the owner of the PEFC logo, withdraws the license to issue of the PEFC logo from the National Voluntary Forest Certification System Association, this contract will also be terminated.

10.10 The Licensor is not obliged to pay compensation for any costs or other damages which the temporary revocation or termination causes to the trademarks

user(s), even if the license is suspended during the investigation, regardless of the results of the investigation.

Article 11: Data treatment

11.1. In order to issue a trademarks usage licence, the Licensor may collect some personal data on the trademark user. The personal data collected include: full name of the contact person, email address and telephone number. This information is necessary for the normal operations of the PEFC certification system. They are made publicly available on the PEFC websites (PEFC Council website and PEFC National Governing Body websites), and PEFC may share them with third parties limited to and exclusively for certification purposes. These data are indispensable to ensure the PEFC certification system operations, such as to trace validity of trademarks usage licences and certified products, by consumers and third parties.

11.2. Personal data on the trademark user are kept public for a duration of five (5) years after the end of the trademark usage licence validity. Data will then be stored in an in-house database in order to keep track of the licences. Upon request, the Licensor may provide the trademarks user(s) with information about the personal data it holds. The trademarks user has the right to access or verify its (their) personal data and to have them modified, corrected or deleted at any time. If the trademarks user would like to exercise one of these data protection rights, they can contact Licensor at info@pefcukraine.com or PEFC at request@pefc.org.

11.3. By the signature of this contract the trademarks user agrees to this data treatment procedure. In case the trademarks user does not want this information to be publicly available, the licence shall be cancelled.

11.4. Further information on the PEFC data treatment is available from the PEFC Council.

11.5. Licensee is responsible for the accuracy of its personal data.

Article 12: Penalty

12.1. In the event that Licensee(s) violates this Contract with respect to the unauthorized use of PEFC Logo, Licensee(s) shall be liable in the 10% of the annual income (revenue) of the business entity from the sale of products (goods, works, services) for the last reporting year preceding the year in which the fine is imposed. This type of penalty may be imposed on Licensee(s) upon written notice of termination of unauthorized use of PEFC logo. If there is no income (revenue), a fine is imposed in the amount equivalent to 30,000 CHF (thirty thousand Swiss francs), according to the official exchange rate of the Swiss franc (CHF) to the national currency of Ukraine - the

hryvnia set by the National Bank of Ukraine ([https://bank.gov.ua /](https://bank.gov.ua/)) at the time of imposition of such a fine.

12.2. If there is evidence that the misuse of PEFC logo was unintentional, the penalty will be limited to CHF 15,000 (fifteen thousand Swiss francs), according to the official exchange rate of the Swiss franc (CHF) to the national currency of Ukraine - the hryvnia set by the National Bank of Ukraine (<https://bank.gov.ua/>) at the time of imposition of such a fine, in case when penalty is higher than this amount.

12.3. The Licensor has the right to alter the amount of penalty demanded for use of the PEFC trademarks in contravention of the contract. The change shall come into effect in the contract between the Licensor and the trademarks user ninety (90) days after the former has informed the latter, in writing, of the change.

Article 13: Applicable law and place of jurisdiction

13.1. This contract is subject to Ukrainian law.

13.2. All disputes, disagreements or claims arising from or in connection with this contract, including its conclusion, interpretation, performance, violation, termination or invalidity, shall be resolved in the Commercial Court at the location of the Defendant in accordance with applicable law Of Ukraine.

Signed in duplicate.

In _____ on _____
For and on behalf of
the Association NVFCS

In _____ on _____
For and on behalf of
the trademarks user

Appendix 3:

PEFC trademarks usage contract - user group C: Chain of custody certified entities – multi-site (Appendix 2, 2.3a, PEFC ST 2002:2020)

Between

(2) Association National Voluntary Forest Certification System,
(hereinafter referred to as the Licensor)

The location of the Association is: Ukraine, 49044, Dnipro, 5, Starokozatska St..

And

(2) [Name of the trademarks user I], having its registered office at [address to be completed]

[Name of the trademarks user II], having its registered office at [address to be completed]

[complete one line per trademarks user to be covered by this contract]

(hereinafter the «Licensee(s)», «PEFC trademark User(s)»)

Whereas [name(s) of organisation(s)] is (are) trademarks user(s) under the trademarks user group C: Chain of custody certified entities as defined in the PEFC ST 2001, Trademarks Rules - Requirements.

Whereas each of the organisations mentioned as trademarks users are jointly and severally liable for the fulfilment of any and all rights and obligations of this contract. If one of the organisations does not fulfil a requirement and/or the contract is suspended or terminated for one of the participating organisations, the contract shall be suspended or terminated for all the organisations defined as trademarks users.

As a result of this contract, the Licensee(s) of the PEFC license will be able to use the recognized PEFC trademarks for forest and wood products, the origin of which is from forest with sustainable forest management.

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

Article 1: General provisions

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

The PEFC authorised body is an entity that has permission from the PEFC Council to issue PEFC logo licences and to notify certification bodies on behalf of the PEFC

Council. Usually the authorised bodies are the PEFC National Governing Bodies.

The PEFC National Governing Bodies (PEFC NGBs) are independent, national organisations established to develop and implement a PEFC system within their country. A list of the PEFC NGBs and their contact details can be found at the PEFC website (<https://www.pefc.org/>).

PEFC NGB and authorised body in Ukraine is Association National Voluntary Certification System (hereinafter Licensor).

Article 2: Subject of the Contract:

2.1. Under the terms of this License Contract, Licensee(s) is (are) to be granted a licence for the use of the PEFC trademarks with the licence number PEFC/..... and to be allowed to use the PEFC trademarks for on- and off-product usage according to the PEFC ST 2001, Trademarks Rules - Requirements and to this contract;

2.2. Licensee(s) may not transfer, sell, or otherwise alienate the license to use PEFC trademarks (sublicensee). The only authorized body for the issuance of licenses for PEFC trademarks in Ukraine is the Association NVFCS.

2.3. These normative references form part of the contractual documentation and are found on the Association`s NVFCS and/or PEFC website: PEFC ST 2001, Trademarks Rules – Requirements UA GD 08, Issuance of PEFC trademarks usage licences by the Association NVFCS.

2.4. These normative references are valid as stated now and as may be from time to time altered by the Association NVFCS and/or PEFC Council.

2.5. The rights and obligations arising from the Licensee(s) as a result of concluding this License Contract may not be transferred by it to third parties without the consent of the Licensor.

Article 3: Ownership of the PEFC trademarks

3.3. The PEFC logo



and the PEFC initials are copyrighted materials and are internationally registered trademarks owned by the PEFC Council. Unauthorised use of these copyrighted materials is prohibited. Association NVFCS and/or PEFC Council reserves the right to

take legal action in cases of unauthorised use.

3.1.2 The PEFC logo and the PEFC initials shall not be used accompanied by any symbols to indicate that they are registered trademarks, such as the TM or the R.

3.1.3. The Licensee(s) is(are) obliged to use the PEFC trademarks in accordance with the PEFC ST 2001, PEFC Trademarks Rules – Requirements and technical documents, standards, guides and other documents of PEFC Council and together with a registration number issued by the PEFC Council so as to ensure that the trademark user(s) is(are) identifiable on its basis.

3.2. The scope of the PEFC trademarks Usage (on and off product usage) is issued in the International PEFC Standard PEFC ST 2001, PEFC Trademarks Rules – Requirements and in other technical documents, guides and standards of PEFC Council, which were adopted by Association NVFCS.

3.3. This is set of requirements for the use of the PEFC trademarks defined in PEFC ST 2001, PEFC Trademarks Rules – Requirements, which forms part of the contractual documentation and is found in the annex of this contract. PEFC ST 2001 is valid as stated now and as may be from time to time altered by the PEFC Council.

3.4. PEFC Trademark Usage is regulated by PEFC Council and Association NVFCS. The Association National Voluntary Forest Certification System, as PEFC authorised body, is an entity that has permission from the PEFC Council to issue PEFC trademarks licences in Ukraine.

Article 4: Interpretations of the definitions from PEFC ST 2001, Trademarks Rules – Requirements for the purpose of this contract

4.1. Off-product usage

The use of the PEFC trademarks, other than on-product usage, that is not referring to a specific product or the origin of raw material in a PEFC certified forest.

4.2. On-product usage

The use of the PEFC trademarks in reference to the PEFC certified material of a product or that can be perceived or understood by buyers or the public as referring to PEFC certified material. On-product usage can be direct (when the PEFC trademarks are placed on tangible products) or indirect (the trademarks refer to tangible products although they are not placed directly on the product).

Article 5: Issuance of license process

5.1. The process of issuing a license for the use of PEFC trademarks is set out in the technical document UA SFM TD 08, Issuance of PEFC Logo usage licences,

approved by the Council of Association NVFCS.

Article 6: Responsibilities of the trademarks user(s)

6.1. The trademarks user(s) has(have) right to use the protected logo, including the logo number (individual registration number, which is assigned after the conclusion of this contract for the use of PEFC trademarks) for the on- and off- products usage, within the business activities of the Licensee(s).

6.2. The trademarks user(s) is (are) obliged to use the PEFC trademarks in accordance with PEFC ST 2001, Trademarks Rules – Requirement, as stated now and as may be amended by the PEFC Council from time to time.

6.3. The trademarks user(s) is (are) responsible for keeping itself (themselves) informed and adapt its (their) usage to any changes to this standard conducted by the PEFC Council. The link to check the actual standards and technical documentation is <https://www.pefc.org/resources/technical-documentation>.

6.4. The trademarks user(s) is (are) obliged to inform the Licensor immediately and truthfully on any changes concerning the trademarks user(s)'s identification data and certification status.

6.5. The trademarks user(s) may have to provide, on Licensor`s request or PEFC`s Council request, a list of all the on-product and off-product usage of the PEFC trademarks, e.g. broken down by product, product category, production unit or similar, to the degree of accuracy that the chain of custody system used by the trademarks user permits.

6.6. The trademarks user(s) is (are) obliged to provide for Licensor official documents, which are confirming the amount of annual (income (revenue) from sales of products (goods, works, services)) of the company.

6.7. Refusal to complete the application (Annex 7) and / or provide the documents listed in Annex 7 is grounds for non-issuance of a license or termination of the license.

Article 7: Responsibilities of the Licensor

7.1. The Licensor is obliged to inform the trademarks user(s) on any changes to the Association NVFCS`s and/or PEFC Council regulations and documentation concerning the PEFC trademarks use which affect this contract to the latest known email address. If the trademarks user(s) does (do) not accept the modification, the trademarks user(s) can terminate the contract, as per article 10, clause 1.

7.2. The Licensor shall provide the trademarks user(s) with access to the PEFC Label Generator within two (2) weeks following the signature of the contract by both

parties.

Article 8: Validity of the Contract

8.1. The contract enters into force when it has been signed by the Licensee and the Head of the Association National Voluntary Forest Certification System and remains valid whilst the certificate is valid, unless it is terminated according to clause 10.

8.2. This license contract applies to the entire territory of the world.

8.3. The licensee(s) from the date of suspension, termination of the license is not entitled to use PEFC trademarks, sell products with the PEFC trademarks, even if it was produced and packaged before the suspension of the license.

Article 9: Payment

9.1. Payment under this License Contract is made in the national currency of Ukraine at the official exchange rate of hryvnia to CHF (Swiss franc) set by the National Bank of Ukraine (<https://bank.gov.ua/>) on the day of payment.

9.2. Tariffs for fees for the use of PEFC trademarks are specified in Appendix 6 to the Technical Document of the National Voluntary Forest Certification System UA SFM TD 08, Issuance of PEFC Logo usage licences.

9.3. Payment shall be made not later than 30 days from the date of invoicing by the Association NVFCS. Delays in payment of more than 7 days from the specified period may lead to the suspension of the License.

9.4. The Licensor has the right to alter the amount of payment demanded for use of the PEFC trademarks. The change shall come into effect in the contract between the Licensor and the trademarks user ninety (90) days after the former has informed the latter, in writing, of the change.

Article 10: Contract Termination

10.1. Either party may terminate the contract with three (3) months prior notice by email to the latest known email address.

10.2. The Licensor may revoke the contract temporarily with immediate effect while a suspicion of contravention of the contract or PEFC ST 2001, Trademarks Rules - Requirements is being investigated.

10.3. In case of detection of misuse or suspicion of misuse of the PEFC trademarks, the Licensor shall send the trademarks user(s) a written request for an explanation and a notification of the temporary revocation of the contract by email to the latest email address in possession of the Licensor. The trademarks user(s) has (have) two (2) weeks from the date the email was sent to confirm receipt and provide

explanation to the Licensor. The temporary revocation shall remain in effect for a maximum period of one (1) month after the trademarks user(s) has (have) provided an explanation concerning the suspected misuse to the Licensor, which will examine the matter. If the misuse is confirmed, the temporary revocation will be expanded for another period of three (3) months. During these three (3) months, the trademarks user(s) shall implement corrective measures to resolve the misuse. After these three (3) months, the Licensor will examine the corrective measures implemented and the result and may either reverse a decision on the temporary revocation of the contract, or may decide to terminate definitively the trademarks usage contract. In both cases, the Licensor shall notify the trademarks user(s) of its decision in writing.

10.4. As part of the investigation of suspicion, the Licensor 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 trademarks user(s)'s operations, if it has received a complaint by a third party or if the Licensor has reasons to believe that the contract is being contravened. The trademarks user(s) shall bear responsibility for the costs of said inspection and any other detrimental effects.

10.5. The Licensor may revoke the contract temporarily with immediate effect where there is a suspicion of misuse of the chain of custody certification by the trademarks user(s) investigated by the certification body. The suspension will last until the certification body has finished its investigation. If the certification body decides to keep the trademarks user(s) certified, the trademarks usage contract will be reinstated. On the contrary, this trademarks usage contract will be terminated on the same date as the certificate.

10.6. The Licensor may terminate the contract with immediate effect if there are reasons to believe that any of the terms of the contract or PEFC ST 2001, Trademarks Rules – Requirements in its valid version are not being adhered to; or the trademarks user(s) may be bringing PEFC to disrepute.

10.7. Withdrawal or termination of the validity of the PEFC recognised chain of custody certificate will result in automatic withdrawal or termination of the PEFC trademarks usage contract with effect on the same date as the withdrawal or termination of the validity of the chain of custody certificate.

10.8. Suspension of the PEFC recognised chain of custody certificate will result in automatic suspension of the PEFC trademarks usage contract with effect on the same date as the suspension of the validity of the chain of custody certificate, until the suspension is lifted. If the suspension is lifted and the recognised chain of custody certificate is valid again, this contract will be valid again on the same date as the

certificate. If the suspension turns into a termination or withdrawal of the certificate, this contract will be automatically terminated from the same date of termination or withdrawal of the certificate.

10.9. If the PEFC Council, as the owner of the PEFC logo, withdraws the license to issue of the PEFC logo from the National Voluntary Forest Certification System Association, this contract will also be terminated.

10.10 The Licensor is not obliged to pay compensation for any costs or other damages which the temporary revocation or termination causes to the trademarks user(s), even if the license is suspended during the investigation, regardless of the results of the investigation.

Article 11: Data treatment

11.1. In order to issue a trademarks usage licence, the Licensor may collect some personal data on the trademarks user(s). The personal data collected include: full name of the contact person, email address and telephone number. This information is necessary for the normal operations of the PEFC certification system. They are made publicly available on the PEFC websites (PEFC Council website and PEFC National Governing Body websites), and PEFC may share them with third parties limited to and exclusively for certification purposes. These data are indispensable to ensure the PEFC certification system operations, such as to trace validity of trademarks usage licences and certified products, by consumers and third parties.

11.2. Personal data on the trademarks user(s) are kept public for a duration of five (5) years after the end of the trademarks usage licence validity. Data will then be stored in an in-house database in order to keep track of the licences. Upon request, the Licensor may provide the trademarks user(s) with information about the personal data it holds. The trademarks user(s) has (have) the right to access or verify its (their) personal data and to have them modified, corrected or deleted at any time. If the trademarks user(s) would like to exercise one of these data protection rights, they can contact Licensor at info@pefcukraine.com or PEFC at request@pefc.org.

11.3. By the signature of this contract the trademarks user(s) agrees to this data treatment procedure. In case the trademarks user(s) does (do) not want this information to be publicly available, the licence shall be cancelled.

11.4. Further information on the PEFC data treatment is available from the PEFC Council.

11.5. Licensee(s) is(are) responsible for the accuracy of its personal data.

Article 12: Penalty

12.1. In the event that Licensee(s) violates this Contract with respect to the unauthorized use of PEFC Logo, Licensee(s) shall be liable in the 10% of the annual income (revenue) of the business entity from the sale of products (goods, works, services) for the last reporting year preceding the year in which the fine is imposed. The multi-site organisation's income is calculated as a sum of incomes of sites covered by the multisite organisation. This type of penalty may be imposed on Licensee(s) upon written notice of termination of unauthorized use of PEFC logo. If there is no income (revenue), a fine is imposed in the amount equivalent to 30,000 CHF (thirty thousand Swiss francs), according to the official exchange rate of the Swiss franc (CHF) to the national currency of Ukraine - the hryvnia set by the National Bank of Ukraine ([https://bank.gov.ua /](https://bank.gov.ua/)) at the time of imposition of such a fine.

12.2. If there is evidence that the misuse of PEFC logo was unintentional, the penalty will be limited to CHF 15,000 (fifteen thousand Swiss francs), according to the official exchange rate of the Swiss franc (CHF) to the national currency of Ukraine - the hryvnia set by the National Bank of Ukraine (<https://bank.gov.ua/>) at the time of imposition of such a fine, in case when penalty is higher than this amount.

12.3. The Licensor has the right to alter the amount of penalty demanded for use of the PEFC trademarks in contravention of the contract. The change shall come into effect in the contract between the Licensor and the trademarks user ninety (90) days after the former has informed the latter, in writing, of the change.

Article 13: Applicable law and place of jurisdiction

13.1. This contract is subject to Ukrainian law.

13.2. All disputes, disagreements or claims arising from or in connection with this contract, including its conclusion, interpretation, performance, violation, termination or invalidity, shall be resolved in the Commercial Court at the location of the Defendant in accordance with applicable law Of Ukraine.

Signed in duplicate.

In _____ on _____
For and on behalf of
the Association NVFCS

In _____ on _____
For and on behalf of
the trademarks user(s)

Appendix 4: PEFC trademarks usage contract – user group D: Other users

Between

(1) Association National Voluntary Forest Certification System,

(hereinafter referred to as the Licensor)

The location of the Association is: Ukraine, 49044, Dnipro, 5, Starokozatska St.

And

(2) [Name of the trademarks user I], having its registered office at [address to be completed]

[Name of the trademarks user II], having its registered office at [address to be completed]

[complete one line per trademarks user to be covered by this contract]

(hereinafter the «Licensee(s)», «PEFC trademark User(s)»)

Whereas [name(s) of organisation(s)] is (are) trademarks user(s) under the trademarks user group D: Other users, as defined in the PEFC ST 2001, Trademarks Rules - Requirements.

Whereas each of the organisations mentioned as trademarks users are jointly and severally liable for the fulfilment of any and all rights and obligations of this contract. If one of the organisations does not fulfil a requirement and/or the contract is suspended or terminated for one of the participating organisations, the contract shall be suspended or terminated for all the organisations defined as trademarks users.

As a result of this contract, the Licensee(s) of the PEFC license will be able to use the recognized PEFC trademarks for forest and wood products, the origin of which is from forest with sustainable forest management.

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

Article 1: General provisions

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

The PEFC authorised body is an entity that has permission from the PEFC Council

to issue PEFC logo licences and to notify certification bodies on behalf of the PEFC Council. Usually the authorised bodies are the PEFC National Governing Bodies.

The PEFC National Governing Bodies (PEFC NGBs) are independent, national organisations established to develop and implement a PEFC system within their country. A list of the PEFC NGBs and their contact details can be found at the PEFC website (<https://www.pefc.org/>).

PEFC NGB and authorised body in Ukraine is Association National Voluntary Certification System (hereinafter Licensor).

Article 2: Subject of the Contract:

2.1. Under the terms of this License Contract, Licensee(s) is (are) to be granted a licence for the use of the PEFC trademarks with the licence number PEFC/..... and to be allowed to use the PEFC trademarks for off-product usage according to the PEFC ST 2001, Trademarks Rules - Requirements and to this contract;

2.2. Licensee(s) may not transfer, sell, or otherwise alienate the license to use PEFC trademarks (sublicensee). The only authorized body for the issuance of licenses for PEFC trademarks in Ukraine is the Association NVFCS.

2.3. These normative references form part of the contractual documentation and are found on the Association's NVFCS and/or PEFC website: PEFC ST 2001, Trademarks Rules – Requirements UA GD 08, Issuance of PEFC trademarks usage licences by the Association NVFCS.

2.4. These normative references are valid as stated now and as may be from time to time altered by the Association NVFCS and/or PEFC Council.

2.5. The rights and obligations arising from the Licensee(s) as a result of concluding this License Contract may not be transferred by it to third parties without the consent of the Licensor.

Article 3: Ownership of the PEFC trademarks

3.4. The PEFC logo



and the PEFC initials are copyrighted materials and are internationally registered trademarks owned by the PEFC Council. Unauthorised use of these copyrighted

materials is prohibited. Association NVFCS and/or PEFC Council reserves the right to take legal action in cases of unauthorised use.

3.1.2 The PEFC logo and the PEFC initials shall not be used accompanied by any symbols to indicate that they are registered trademarks, such as the TM or the R.

3.1.3. The Licensee(s) is(are) obliged to use the PEFC trademarks in accordance with the PEFC ST 2001, PEFC Trademarks Rules – Requirements and technical documents, standards, guides and other documents of PEFC Council and together with a registration number issued by the PEFC Council so as to ensure that the trademark user(s) is(are) identifiable on its basis.

3.2. The scope of the PEFC trademarks Usage (on and off product usage) is issued in the International PEFC Standard PEFC ST 2001, PEFC Trademarks Rules – Requirements and in other technical documents, guides and standards of PEFC Council, which were adopted by Association NVFCS.

3.3. This is set of requirements for the use of the PEFC trademarks defined in PEFC ST 2001, PEFC Trademarks Rules – Requirements, which forms part of the contractual documentation and is found in the annex of this contract. PEFC ST 2001 is valid as stated now and as may be from time to time altered by the PEFC Council.

3.4. PEFC Trademark Usage is regulated by PEFC Council and Association NVFCS. The Association National Voluntary Forest Certification System, as PEFC authorised body, is an entity that has permission from the PEFC Council to issue PEFC trademarks licences in Ukraine.

Article 4: Interpretations of the definitions from PEFC ST 2001, Trademarks Rules – Requirements for the purpose of this contract

4.1. Off-product usage

The use of the PEFC trademarks, other than on-product usage, that is not referring to a specific product or the origin of raw material in a PEFC certified forest.

4.2. On-product usage

The use of the PEFC trademarks in reference to the PEFC certified material of a product or that can be perceived or understood by buyers or the public as referring to PEFC certified material. On-product usage can be direct (when the PEFC trademarks are placed on tangible products) or indirect (the trademarks refer to tangible products although they are not placed directly on the product).

Article 5: Issuance of license process

5.1. The process of issuing a license for the use of PEFC trademarks is set out in

the technical document UA SFM TD 08, Issuance of PEFC Logo usage licences, approved by the Council of Association NVFCS.

Article 6: Responsibilities of the trademarks user(s)

6.1. The trademarks user(s) has(have) right to use the protected logo, including the logo number (individual registration number, which is assigned after the conclusion of this contract for the use of PEFC trademarks) for the off- products usage, within the business activities of the Licensee(s).

6.2. The trademarks user(s) is (are) obliged to use the PEFC trademarks in accordance with PEFC ST 2001, Trademarks Rules – Requirement, as stated now and as may be amended by the PEFC Council from time to time.

6.3. The trademarks user(s) is (are) responsible for keeping itself (themselves) informed and adapt its (their) usage to any changes to this standard conducted by the PEFC Council. The link to check the actual standards and technical documentation is <https://www.pefc.org/resources/technical-documentation>.

6.4. The trademarks user(s) is (are) obliged to inform the Licensor immediately and truthfully on any changes concerning the trademarks user(s)'s identification data and certification status.

6.5. The trademarks user(s) may have to provide, on Licensor`s request or PEFC`s Council request, a list of all the off-product usage of the PEFC trademarks.

6.6. The trademarks user(s) is (are) obliged to provide for Licensor official documents, which are confirming the amount of annual (income (revenue) from sales of products (goods, works, services)) of the company.

6.7. Refusal to complete the application (Annex 7) and / or provide the documents listed in Annex 7 is grounds for non-issuance of a license or termination of the license.

Article 7: Responsibilities of the Licensor

7.1. The Licensor is obliged to inform the trademarks user(s) on any changes to the Association NVFCS`s and/or PEFC Council regulations and documentation concerning the PEFC trademarks use which affect this contract to the latest known email address. If the trademarks user(s) does (do) not accept the modification, the trademarks user(s) can terminate the contract, as per article 10, clause 1.

7.2. The Licensor shall provide the trademarks user(s) with access to the PEFC Label Generator within two (2) weeks following the signature of the contract by both parties.

Article 8: Validity of the Contract

8.1. The contract enters into force when it has been signed by the Licensee and the Head of the Association National Voluntary Forest Certification System and remains valid whilst the certificate is valid, unless it is terminated according to clause 10.

8.2. This license contract applies to the entire territory of the world.

8.3. The licensee(s) from the date of suspension, termination of the license is not entitled to use PEFC trademarks, sell products with the PEFC trademarks, even if it was produced and packaged before the suspension of the license.

Article 9: Payment

9.1. Payment under this License Contract is made in the national currency of Ukraine at the official exchange rate of hryvnia to CHF (Swiss franc) set by the National Bank of Ukraine (<https://bank.gov.ua/>) on the day of payment.

9.2. Tariffs for fees for the use of PEFC trademarks are specified in Appendix 6 to the Technical Document of the National Voluntary Forest Certification System UA SFM TD 08, Issuance of PEFC Logo usage licences.

9.3. Payment shall be made not later than 30 days from the date of invoicing by the Association NVFCS. Delays in payment of more than 7 days from the specified period may lead to the suspension of the License.

9.4. The Licensor has the right to alter the amount of payment demanded for use of the PEFC trademarks. The change shall come into effect in the contract between the Licensor and the trademarks user ninety (90) days after the former has informed the latter, in writing, of the change.

Article 10: Contract Termination

10.1. Either party may terminate the contract with three (3) months prior notice by email to the latest known email address.

10.2. The Licensor may revoke the contract temporarily with immediate effect while a suspicion of contravention of the contract or PEFC ST 2001, Trademarks Rules - Requirements is being investigated.

10.3. In case of detection of misuse or suspicion of misuse of the PEFC trademarks, the Licensor shall send the trademarks user(s) a written request for an explanation and a notification of the temporary revocation of the contract by email to the latest email address in possession of the Licensor. The trademarks user(s) has (have) two (2) weeks from the date the email was sent to confirm receipt and provide

explanation to the Licensor. The temporary revocation shall remain in effect for a maximum period of one (1) month after the trademarks user(s) has (have) provided an explanation concerning the suspected misuse to the Licensor, which will examine the matter. If the misuse is confirmed, the temporary revocation will be expanded for another period of three (3) months. During these three (3) months, the trademarks user(s) shall implement corrective measures to resolve the misuse. After these three (3) months, the Licensor will examine the corrective measures implemented and the result and may either reverse a decision on the temporary revocation of the contract, or may decide to terminate definitively the trademarks usage contract. In both cases, the Licensor shall notify the trademarks user(s) of its decision in writing.

10.4. As part of the investigation of suspicion, the Licensor 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 trademarks user(s)'s operations, if it has received a complaint by a third party or if the Licensor has reasons to believe that the contract is being contravened. The trademarks user(s) shall bear responsibility for the costs of said inspection and any other detrimental effects.

10.5. The Licensor may revoke the contract temporarily with immediate effect where there is a suspicion of misuse of the chain of custody certification by the trademarks user(s) investigated by the certification body. The suspension will last until the certification body has finished its investigation. If the certification body decides to keep the trademarks user(s) certified, the trademarks usage contract will be reinstated. On the contrary, this trademarks usage contract will be terminated on the same date as the certificate.

10.6. The Licensor may terminate the contract with immediate effect if there are reasons to believe that any of the terms of the contract or PEFC ST 2001, Trademarks Rules – Requirements in its valid version are not being adhered to; or the trademarks user(s) may be bringing PEFC to disrepute.

10.7. Withdrawal or termination of the validity of the PEFC recognised chain of custody certificate will result in automatic withdrawal or termination of the PEFC trademarks usage contract with effect on the same date as the withdrawal or termination of the validity of the forest management chain of custody certificate.

10.8. Suspension of the PEFC recognised chain of custody certificate will result in automatic suspension of the PEFC trademarks usage contract with effect on the same date as the suspension of the validity of the chain of custody certificate, until the suspension is lifted. If the suspension is lifted and the recognised chain of custody certificate is valid again, this contract will be valid again on the same date as the

certificate. If the suspension turns into a termination or withdrawal of the certificate, this contract will be automatically terminated from the same date of termination or withdrawal of the certificate.

10.9. If the PEFC Council, as the owner of the PEFC logo, withdraws the license to issue of the PEFC logo from the National Voluntary Forest Certification System Association, this contract will also be terminated.

10.10 The Licensor is not obliged to pay compensation for any costs or other damages which the temporary revocation or termination causes to the trademarks user(s), even if the license is suspended during the investigation, regardless of the results of the investigation.

Article 11: Data treatment

11.1. In order to issue a trademarks usage licence, the Licensor may collect some personal data on the trademarks user(s). The personal data collected include: full name of the contact person, email address and telephone number. This information is necessary for the normal operations of the PEFC certification system. They are made publicly available on the PEFC websites (PEFC Council website and PEFC National Governing Body websites), and PEFC may share them with third parties limited to and exclusively for certification purposes. These data are indispensable to ensure the PEFC certification system operations, such as to trace validity of trademarks usage licences and certified products, by consumers and third parties.

11.2. Personal data on the trademarks user(s) are kept public for a duration of five (5) years after the end of the trademarks usage licence validity. Data will then be stored in an in-house database in order to keep track of the licences. Upon request, the Licensor may provide the trademarks user(s) with information about the personal data it holds. The trademarks user(s) has (have) the right to access or verify its (their) personal data and to have them modified, corrected or deleted at any time. If the trademarks user(s) would like to exercise one of these data protection rights, they can contact Licensor at info@pefcukraine.com or PEFC at request@pefc.org.

11.3. By the signature of this contract the trademarks user(s) agrees to this data treatment procedure. In case the trademarks user(s) does (do) not want this information to be publicly available, the licence shall be cancelled.

11.4. Further information on the PEFC data treatment is available from the PEFC Council.

11.5. Licensee(s) is(are) responsible for the accuracy of its personal data.

Article 12: Penalty

12.1. In the event that Licensee(s) violates this Contract with respect to the unauthorized use of PEFC Logo, Licensee(s) shall be liable in the 10% of the total annual income (revenue) of the business entities from the sale of products (goods, works, services) for the last reporting year preceding the year in which the fine is imposed. This type of penalty may be imposed on Licensee(s) upon written notice of termination of unauthorized use of PEFC logo. If there is no income (revenue), a fine is imposed in the amount equivalent to 30,000 CHF (thirty thousand Swiss francs), according to the official exchange rate of the Swiss franc (CHF) to the national currency of Ukraine - the hryvnia set by the National Bank of Ukraine ([https://bank.gov.ua /](https://bank.gov.ua/)) at the time of imposition of such a fine.

12.2. If there is evidence that the misuse of PEFC logo was unintentional, the penalty will be limited to CHF 15,000 (fifteen thousand Swiss francs), according to the official exchange rate of the Swiss franc (CHF) to the national currency of Ukraine - the hryvnia set by the National Bank of Ukraine (<https://bank.gov.ua/>) at the time of imposition of such a fine, in case when penalty is higher than this amount.

12.3. The Licensor has the right to alter the amount of penalty demanded for use of the PEFC trademarks in contravention of the contract. The change shall come into effect in the contract between the Licensor and the trademarks user ninety (90) days after the former has informed the latter, in writing, of the change.

Article 13: Applicable law and place of jurisdiction

13.1. This contract is subject to Ukrainian law.

13.2. All disputes, disagreements or claims arising from or in connection with this contract, including its conclusion, interpretation, performance, violation, termination or invalidity, shall be resolved in the Commercial Court at the location of the Defendant in accordance with applicable law Of Ukraine.

Signed in duplicate.

In _____ on _____
For and on behalf of
the Association NVFCS

In _____ on _____
For and on behalf of
the trademarks user(s)

Appendix 5: PEFC trademarks usage contract - user Group D: Retailers and brands owners

Between

(1) Association National Voluntary Forest Certification System,
(hereinafter referred to as the Licensor)

The location of the Association is: Ukraine, 49044, Dnipro, 5, Starokozatska St..

And

(2) [Name of the trademarks user I], having its registered office at [address
to be completed]

[Name of the trademarks user II], having its registered office at [address to be
completed]

[complete one line per trademarks user to be covered by this contract]

(hereinafter the «Licensee(s)», «PEFC trademark User(s)»)

Whereas [name(s) of organisation(s)] is (are) trademarks user(s) under the trademarks user group D: Other users, as defined in the PEFC ST 2001, Trademarks Rules - Requirements.

Whereas each of the organisations mentioned as trademarks users are jointly and severally liable for the fulfilment of any and all rights and obligations of this contract. If one of the organisations does not fulfil a requirement and/or the contract is suspended or terminated for one of the participating organisations, the contract shall be suspended or terminated for all the organisations defined as trademarks users.

As a result of this contract, the Licensee(s) of the PEFC license will be able to use the recognized PEFC trademarks for forest and wood products, the origin of which is from forest with sustainable forest management.

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

Article 1: General provisions

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

The PEFC authorised body is an entity that has permission from the PEFC Council to issue PEFC logo licences and to notify certification bodies on behalf of the PEFC Council. Usually the authorised bodies are the PEFC National Governing Bodies.

The PEFC National Governing Bodies (PEFC NGBs) are independent, national organisations established to develop and implement a PEFC system within their country. A list of the PEFC NGBs and their contact details can be found at the PEFC website (<https://www.pefc.org/>).

PEFC NGB and authorised body in Ukraine is Association National Voluntary Certification System (hereinafter Licensor).

Article 2: Subject of the Contract:

2.1. Under the terms of this License Contract, Licensee(s) is (are) to be granted a licence for the use of the PEFC trademarks with the licence number PEFC/..... and to be allowed to use the PEFC trademarks for on-product and off-product usage according to the PEFC ST 2001, Trademarks Rules - Requirements and to this contract;

2.2. Licensee(s) may not transfer, sell, or otherwise alienate the license to use PEFC trademarks (sublicensee). The only authorized body for the issuance of licenses for PEFC trademarks in Ukraine is the Association NVFCS.

2.3. These normative references form part of the contractual documentation and are found on the Association's NVFCS and/or PEFC website: PEFC ST 2001, Trademarks Rules – Requirements UA GD 08, Issuance of PEFC trademarks usage licences by the Association NVFCS.

2.4. These normative references are valid as stated now and as may be from time to time altered by the Association NVFCS and/or PEFC Council.

2.5. The rights and obligations arising from the Licensee(s) as a result of concluding this License Contract may not be transferred by it to third parties without the consent of the Licensor.

Article 3: Ownership of the PEFC trademarks

3.5. The PEFC logo



and the PEFC initials are copyrighted materials and are internationally registered trademarks owned by the PEFC Council. Unauthorised use of these copyrighted materials is prohibited. Association NVFCS and/or PEFC Council reserves the right to take legal action in cases of unauthorised use.

3.1.2 The PEFC logo and the PEFC initials shall not be used accompanied by any symbols to indicate that they are registered trademarks, such as the TM or the R.

3.1.3. The Licensee(s) is(are) obliged to use the PEFC trademarks in accordance with the PEFC ST 2001, PEFC Trademarks Rules – Requirements and technical documents, standards, guides and other documents of PEFC Council and together with a registration number issued by the PEFC Council so as to ensure that the trademark user(s) is(are) identifiable on its basis.

3.2. The scope of the PEFC trademarks Usage (on and off product usage) is issued in the International PEFC Standard PEFC ST 2001, PEFC Trademarks Rules – Requirements and in other technical documents, guides and standards of PEFC Council, which were adopted by Association NVFCS.

3.3. This is set of requirements for the use of the PEFC trademarks defined in PEFC ST 2001, PEFC Trademarks Rules – Requirements, which forms part of the contractual documentation and is found in the annex of this contract. PEFC ST 2001 is valid as stated now and as may be from time to time altered by the PEFC Council.

3.4. PEFC Trademark Usage is regulated by PEFC Council and Association NVFCS. The Association National Voluntary Forest Certification System, as PEFC authorised body, is an entity that has permission from the PEFC Council to issue PEFC trademarks licences in Ukraine.

Article 4: Interpretations of the definitions from PEFC ST 2001, Trademarks Rules – Requirements for the purpose of this contract

4.1. Off-product usage

The use of the PEFC trademarks, other than on-product usage, that is not referring to a specific product or the origin of raw material in a PEFC certified forest.

4.2. On-product usage

The use of the PEFC trademarks in reference to the PEFC certified material of a product or that can be perceived or understood by buyers or the public as referring to PEFC certified material. On-product usage can be direct (when the PEFC trademarks

are placed on tangible products) or indirect (the trademarks refer to tangible products although they are not placed directly on the product).

4.3. Retailer and brand owners

Entity procuring PEFC certified finished products and selling the finished products directly to consumers without manipulating the product in any way, changing the wrapping or mixing the products with non-certified products.

Article 5: Issuance of license process

5.1. The process of issuing a license for the use of PEFC trademarks is set out in the technical document UA SFM TD 08, Issuance of PEFC Logo usage licences, approved by the Council of Association NVFCS.

Article 6: Responsibilities of the trademarks user(s)

6.1. The trademarks user(s) has(have) right to use the protected logo, including the logo number (individual registration number, which is assigned after the conclusion of this contract for the use of PEFC trademarks) for the on-product and off- products usage, within the business activities of the Licensee(s).

6.2. The trademarks user(s) is (are) obliged to use the PEFC trademarks in accordance with PEFC ST 2001, Trademarks Rules – Requirement, as stated now and as may be amended by the PEFC Council from time to time.

6.3. The trademarks user(s) is (are) responsible for keeping itself (themselves) informed and adapt its (their) usage to any changes to this standard conducted by the PEFC Council. The link to check the actual standards and technical documentation is <https://www.pefc.org/resources/technical-documentation>.

6.4. The trademarks user(s) commits to increase its (their) sourcing of PEFC certified products annually.

6.5. The trademarks user(s) shall provide the PEFC Council with an annual report containing an itemised, free form account of the PEFC trademarks use.

6.6. When the PEFC trademarks are used by the trademarks user(s) for public or private procurement claims of PEFC certified products or material, the report under requirement 5 must include proof of evidence of these procurement claims.

Article 7: Responsibilities of the Licensor

7.1. The Licensor is obliged to inform the trademarks user(s) on any changes to the Association NVFCS` s and/or PEFC Council regulations and documentation concerning

the PEFC trademarks use which affect this contract to the latest known email address. If the trademarks user(s) does (do) not accept the modification, the trademarks user(s) can terminate the contract, as per article 10, clause 1.

7.2. The Licensor shall provide the trademarks user(s) with access to the PEFC Label Generator within two (2) weeks following the signature of the contract by both parties.

Article 8: Validity of the Contract

8.1. The PEFC trademarks usage contract enters into force when it has been signed by both parties and it is automatically renewed annually after fulfilment of article 6.5, 6.6. by the trademarks user(s).

8.2. This license contract applies to the entire territory of the world.

8.3. The licensee(s) from the date of suspension, termination of the license is not entitled to use PEFC trademarks, sell products with the PEFC trademarks, even if it was produced and packaged before the suspension of the license.

Article 9: Payment

9.1. Payment under this License Contract is made in the national currency of Ukraine at the official exchange rate of hryvnia to CHF (Swiss franc) set by the National Bank of Ukraine (<https://bank.gov.ua/>) on the day of payment.

9.2. Tariffs for fees for the use of PEFC trademarks are specified in Appendix 6 to the Technical Document of the National Voluntary Forest Certification System UA SFM TD 08, Issuance of PEFC Logo usage licences.

9.3. Payment shall be made not later than 30 days from the date of invoicing by the Association NVFCS. Delays in payment of more than 7 days from the specified period may lead to the suspension of the License.

9.4. The Licensor has the right to alter the amount of payment demanded for use of the PEFC trademarks. The change shall come into effect in the contract between the Licensor and the trademarks user ninety (90) days after the former has informed the latter, in writing, of the change.

Article 10: Contract Termination

10.1. Either party may terminate the contract with three (3) months prior notice by email to the latest known email address.

10.2. The Licensor may revoke the contract temporarily with immediate effect while a suspicion of contravention of the contract or PEFC ST 2001, Trademarks Rules - Requirements is being investigated.

10.3. In case of detection of misuse or suspicion of misuse of the PEFC trademarks, the Licensor shall send the trademarks user(s) a written request for an explanation and a notification of the temporary revocation of the contract by email to the latest email address in possession of the Licensor. The trademarks user(s) has (have) two (2) weeks from the date the email was sent to confirm receipt and provide explanation to the Licensor. The temporary revocation shall remain in effect for a maximum period of one (1) month after the trademarks user(s) has (have) provided an explanation concerning the suspected misuse to the Licensor, which will examine the matter. If the misuse is confirmed, the temporary revocation will be expanded for another period of three (3) months. During these three (3) months, the trademarks user(s) shall implement corrective measures to resolve the misuse. After these three (3) months, the Licensor will examine the corrective measures implemented and the result and may either reverse a decision on the temporary revocation of the contract, or may decide to terminate definitively the trademarks usage contract. In both cases, the Licensor shall notify the trademarks user(s) of its decision in writing.

10.4. As part of the investigation of suspicion, the Licensor 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 trademarks user(s)'s operations, if it has received a complaint by a third party or if the Licensor has reasons to believe that the contract is being contravened. The trademarks user(s) shall bear responsibility for the costs of said inspection and any other detrimental effects.

10.5. The Licensor may revoke the contract temporarily with immediate effect where there is a suspicion of misuse of the chain of custody certification by the trademarks user(s) investigated by the certification body. The suspension will last until the certification body has finished its investigation. If the certification body decides to keep the trademarks user(s) certified, the trademarks usage contract will be reinstated. On the contrary, this trademarks usage contract will be terminated on the same date as the certificate.

10.6. The Licensor may terminate the contract with immediate effect if there are reasons to believe that any of the terms of the contract or PEFC ST 2001, Trademarks Rules – Requirements in its valid version are not being adhered to; or the trademarks user(s) may be bringing PEFC to disrepute.

10.7. Withdrawal or termination of the validity of the PEFC recognised chain of custody certificate will result in automatic withdrawal or termination of the PEFC trademarks usage contract with effect on the same date as the withdrawal or termination of the validity of the chain of custody certificate.

10.8. Suspension of the PEFC recognised chain of custody certificate will result in automatic suspension of the PEFC trademarks usage contract with effect on the same date as the suspension of the validity of the chain of custody certificate, until the suspension is lifted. If the suspension is lifted and the recognised chain of custody certificate is valid again, this contract will be valid again on the same date as the certificate. If the suspension turns into a termination or withdrawal of the certificate, this contract will be automatically terminated from the same date of termination or withdrawal of the certificate.

10.9. If the PEFC Council, as the owner of the PEFC logo, withdraws the license to issue of the PEFC logo from the National Voluntary Forest Certification System Association, this contract will also be terminated.

10.10 The Licensor is not obliged to pay compensation for any costs or other damages which the temporary revocation or termination causes to the trademarks user(s), even if the license is suspended during the investigation, regardless of the results of the investigation.

Article 11: Data treatment

11.1. In order to issue a trademarks usage licence, the Licensor may collect some personal data on the trademarks user(s). The personal data collected include: full name of the contact person, email address and telephone number. This information is necessary for the normal operations of the PEFC certification system. They are made publicly available on the PEFC websites (PEFC Council website and PEFC National Governing Body websites), and PEFC may share them with third parties limited to and exclusively for certification purposes. These data are indispensable to ensure the PEFC certification system operations, such as to trace validity of trademarks usage licences and certified products, by consumers and third parties.

11.2. Personal data on the trademarks user(s) are kept public for a duration of five (5) years after the end of the trademarks usage licence validity. Data will then be stored in an in-house database in order to keep track of the licences. Upon request, the Licensor may provide the trademarks user(s) with information about the personal data it holds. The trademarks user(s) has (have) the right to access or verify its (their) personal data and to have them modified, corrected or deleted at any time. If the trademarks user(s) would like to exercise one of these data protection rights, they can contact Licensor at info@pefcukraine.com or PEFC at request@pefc.org.

11.3. By the signature of this contract the trademarks user(s) agrees to this data treatment procedure. In case the trademarks user(s) does (do) not want this information to be publicly available, the licence shall be cancelled.

11.4. Further information on the PEFC data treatment is available from the PEFC Council.

11.5. Licensee(s) is(are) responsible for the accuracy of its personal data.

Article 12: Penalty

12.1. In the event that Licensee(s) violates this Contract with respect to the unauthorized use of PEFC Logo, Licensee(s) shall be liable in the 10% of the total annual income (revenue) of the business entities from the sale of products (goods, works, services) for the last reporting year preceding the year in which the fine is imposed. This type of penalty may be imposed on Licensee(s) upon written notice of termination of unauthorized use of PEFC logo. If there is no income (revenue), a fine is imposed in the amount equivalent to 30,000 CHF (thirty thousand Swiss francs), according to the official exchange rate of the Swiss franc (CHF) to the national currency of Ukraine - the hryvnia set by the National Bank of Ukraine (<https://bank.gov.ua/>) at the time of imposition of such a fine.

12.2. If there is evidence that the misuse of PEFC logo was unintentional, the penalty will be limited to CHF 15,000 (fifteen thousand Swiss francs), according to the official exchange rate of the Swiss franc (CHF) to the national currency of Ukraine - the hryvnia set by the National Bank of Ukraine (<https://bank.gov.ua/>) at the time of imposition of such a fine, in case when penalty is higher than this amount.

12.3. The Licensor has the right to alter the amount of penalty demanded for use of the PEFC trademarks in contravention of the contract. The change shall come into effect in the contract between the Licensor and the trademarks user ninety (90) days after the former has informed the latter, in writing, of the change.

Article 13: Applicable law and place of jurisdiction

13.1. This contract is subject to Ukrainian law.

13.2. All disputes, disagreements or claims arising from or in connection with this contract, including its conclusion, interpretation, performance, violation, termination or invalidity, shall be resolved in the Commercial Court at the location of the Defendant in accordance with applicable law Of Ukraine.

Signed in duplicate.

In _____ on _____
For and on behalf of
the Association NVFCS

In _____ on _____
For and on behalf of
the trademarks user(s)

Appendix 6 Tariffs of the PEFC Logo Fee

Tariffs of the PEFC Logo Fee

Logo User Category		Issuance Fee* (CHF)**	Periodic Fee* (CHF)**
B: Forest owners / Managers	up to 1,5 Mill. CHF turnover**	0	0
	over 1,5 Mill and up to 15 Mill. CHF turnover	0	0
C: Forest Related Industries	over 15 Mill and up to 1,5 Bill CHF turnover	0	0
	over 1,5 Bill. CHF turnover	0	0
D: Other users		0	0

20% VAT should be added to the Notification Fees in case it may occur

*Payment is made in the national currency, according to the official exchange rate of UAH to the CHF set by the National Bank of Ukraine (<https://bank.gov.ua/>) on the day of payment

** Turnover: Last year's overall volume of sales of the entity covered by PEFC logo use license

Note 1: In case of multi-site certification, the multi-site organisation's turnover is calculated as a sum of turnovers of sites covered by the multisite organisation and covered by the application.

Appendix 7 Application for PEFC Logo license APPLICATION FOR PEFC LOGO USE LICENSE

I. Applicant's Identification Data

Full and abbreviated name (if available)	
Ownership	
Location	
Actual address / address of production facilities	
Identification code according to USREOU	
Contact telephone numbers and name of the contact person	
email address	
Website address	
Surname, name, patronymic (if any) of the head or the person entrusted with the functions of management and administration of economic activity	
The presence of separate divisions or subsidiaries	
income (revenue) of the business entity from the sale of products (goods, works, services) (for the full financial year and as of the last reporting date (required) in UAH. Data from current, at the time of filling, lines of financial statements or declarations are entered)	
Main economic activity (NACE)	
Taxation system	

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"/>	
C. Forest related industry, Trade	<input type="checkbox"/>	C-o-C Certificate holder
	<input type="checkbox"/>	Site of the multi-site C-o-C certification
	<input type="checkbox"/>	Application for multi-license
D. Other Users	<input type="checkbox"/>	

III. Information and Documents for Application Processing:

<p>Certificate number / Expire Date (if group B and C) Confirmation of Participation in Group / regional / multi-site certification Turnover for the last year in CHF (if group B or C)</p>	
<p><u>Documents required for the Application Processing:</u></p> <p>- <input type="checkbox"/> Copy of the PEFC certificate (if group B or C)</p> <p><input type="checkbox"/> Copy of the confirmation of participation in group certification (if group B or C, group/regional/multisite certification)</p> <p><input type="checkbox"/> List of all sites covered by the application, including full contact details (if application for multilicense, group C)</p>	

Additionally applicant have to send the following documents:

- Extract from the USR
- Extract from the charter with the powers of the director
- A copy of the order and protocol for the election of the director
- Document confirming the authority of the representative (if the application is submitted by the representative)
- Extract from the financial statements for the last year preceding the year of application (annual declaration for private individuals)

IV. Self-Declaration:

I (full name, position), acting on behalf of (Name of business entity, USREOU code) on the basis of (document) confirm that:

- I have read and accepted the provisions of the PEFC Council on the use of the PEFC logo,

I confirm the reliability and relevance of the above information. This information is complete, valid and true.

Signature of the applicant's representative

Appendix 8 Application for one-off of the PEFC Logo APPLICATION FOR ONE-OFF USE of the PEFC LOGO

I. Applicant's Identification Data

Full and abbreviated name (if available)	
Ownership	
Location	
Actual address / address of production facilities	
Identification code according to USREOU	
Contact telephone numbers and name of the contact person	
email address	
Website address	
Surname, name, patronymic (if any) of the head or the person entrusted with the functions of management and administration of economic activity	
The presence of separate divisions or subsidiaries	
Main economic activity (NACE)	
Taxation system	

II. Purpose of the PEFC Logo use

Explanation of the intended use of the PEFC logo

III. Self-Declaration:

I (full name, position), acting on behalf of (Name of business entity, USREOU code) on the basis of (document) confirm that:

- I have read and accepted the provisions of the PEFC Council on the use of the PEFC logo,

I confirm the reliability and relevance of the above information. This information is complete, valid and true.

Signature of the applicant's representative

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