

GABONESE ASSOCIATION OF THE PAN-AFRICAN FORESTRY CERTIFICATION SYSTEM

PAFC GABON



PAFC GABON FOREST CERTIFICATION SCHEME

Procedure for issuing a PEFC logo usage licence

Version 3 – March 2018

With the collaboration of:

ECOFORAF



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1. General remarks

This document defines the rules for the issuance of a PEFC logo usage licence by PAFC Gabon in order to ensure legal use of the logo in accordance with the Logo Usage Rules – Requirements, PEFC ST 2001: 2008

This document is based on procedures PEFC ST 2001 and PEFC GD 1004

2. Normative references

PEFC ST 2001, PEFC Logo usage rules – Requirements

PEFC GD 1004, Administration of PEFC Scheme

3. Terms and definitions

3.1. Accredited certificate

A certificate issued by a certifying body must carry the accrediting body's symbol.

3.2. PAFC Gabon recognised certificates

- a) A valid, accredited forest management certificate issued by an approved certifying body based on the PAFC Gabon standard recognised by the PEFC Council.
- b) A valid, accredited Chain of Control certificate issued by an approved certifying body based on the PEFC Council international standard.

4. Licence issue conditions

4.1. General conditions

The entity requesting a licence must:

- a) Be a legal entity,
- b) Agree to allow PAFC Gabon to collect and make public the client organisation's identification details, together with any other information specified by PAFC Gabon.

4.2. Special conditions

Group B users: Concession holders / managers must

- a) Hold a valid, recognised PAFC Gabon forest management certificate
- b) Have signed the PEFC logo usage contract with PAFC Gabon (Appendix 1)

Group C users: group certification (multi-sites) must

- a) Hold a valid, recognised PEFC Chain of Custody certificate
- b) Have signed the PEFC logo usage contract with PAFC Gabon (Appendix 1)

Group D users: other users, must

- a) Outline objectives for use of the logo, which must not conflict with the objectives and reputation of the PEFC Council and PAFC Gabon
- b) Have signed the PEFC logo usage contract with PAFC Gabon (Appendix 1)

5. Licence issuance process

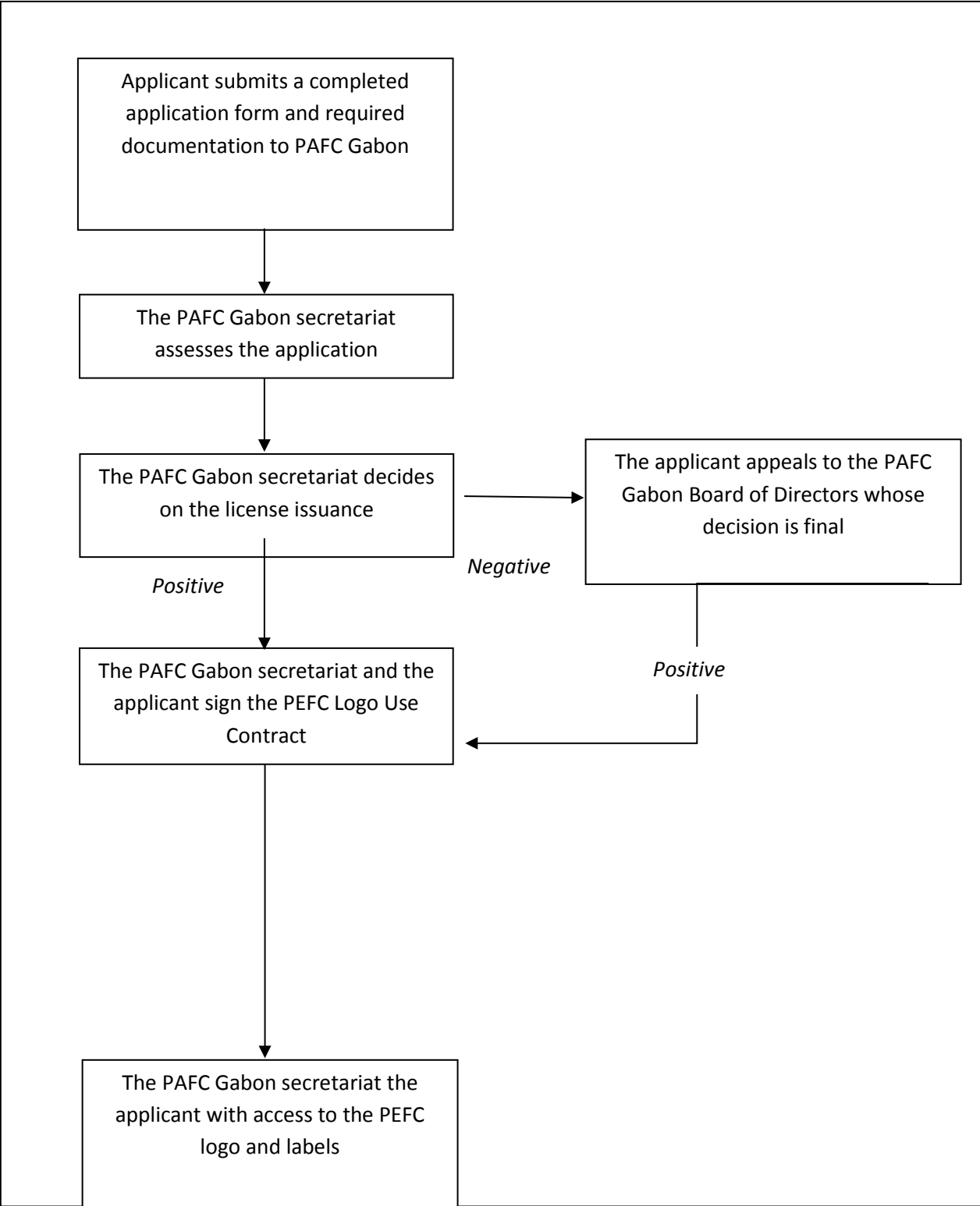


Figure 1: licence issuance process

6. Validity of licences

Licences are valid for the time frames outlined below

Group B users: validity of the PAFC Gabon forest management certificate

Group C users: validity of the international PEFC Chain of Custody certificate

Group D users: validity of contract

7. One-off logo usage

PAFC Gabon may authorise a one-off usage of the PEFC logo for users without licences (e.g.: newsletters, publications, reports etc.) subject to these conditions:

- a) Usage must not conflict with the objectives and reputation of PAFC Gabon or the PEFC Council,
- b) The logo must be used in conjunction with PAFC Gabon license number (PEFC/38-00-01),
- c) The wording "reproduced with the permission of PAFC Gabon" must be specified.



APPENDIX 1

PEFC Logo Use Contract

Between

(1) **PAFC Gabon**, having its registered office at BP 17033 Libreville

And

(2) **[Logo user]**, hereafter the “logo user”, having its registered office at
[address].

Whereas the logo user is a logo user in the User Group [name of the User Group (i.e. B – Forest owners/managers, C – Forest related industries or D – Other users)] as defined in the PEFC Logo Use Rules, including the following sites:

[list of sites]

Whereas the PEFC Council is the owner of and has the copyright on the PEFC logo, which is a registered trademark;

Whereas *PAFC Gabon* is acting in *Gabon* on behalf of the PEFC Council;

Whereas the logo user is to be granted a PEFC logo license with the number [PEFC license number] and to be allowed to use the PEFC logo according to the PEFC Logo Use Rules;

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

Article 1: Definitions:

1. The PEFC Logo Use Rules

This is set of requirements for the usage of the PEFC Logo defined in PEFC ST 2001:2008, which forms part of the contractual documentation. The latest edition of PEFC ST 2001:2008 (including any amendment) or the document which replaces PEFC ST 2001:2008 applies.

Article 2: Copyrights to the PEFC logo

1. For the avoidance of any doubt, the PEFC logo is copyrighted material and a registered trademark owned by the PEFC Council. The initials “PEFC” are also registered and covered by copyright. Unauthorised use of this copyrighted material is prohibited and may lead to legal action. The use of the PEFC logo is regulated and governed by the PEFC Council, and by PAFC Gabon in Gabon on the PEFC

Council's behalf.

Article 3: Responsibilities of the Logo User

1. The logo user is obliged to use the PEFC logo in accordance with the PEFC Logo Use Rules.
2. The logo user is obliged to inform *PAFC Gabon* immediately and truthfully on any changes concerning logo user's identification data and certified status in case of logo user group B and C.

Article 4: Responsibilities of *PAFC Gabon*

1. *PAFC Gabon* is obliged to provide the logo user with access to the PEFC logo and labels within two weeks after this contract was signed by the logo user and *PAFC Gabon*.
2. *PAFC Gabon* is obliged to inform the logo user on any change of the regulations and documentation concerning PEFC logo use, which affects this contract.

Article 5: Penalty

1. In case of a logo use by the logo user which is not in accordance with the PEFC Logo Use Rules or this contract, *PAFC Gabon* may impose, in case of user group B and C, a contractual penalty of an amount being one-fifth the market value of the products to which the logo use relates, unless the logo user proves that such unauthorised use was unintentional. In the latter case the penalty will be limited to 15 000 €.
2. *PAFC Gabon* has the right to alter the amount of the penalty demanded for use of the PEFC logo in contravention of the contract. The change shall come into effect three months after the *PAFC Gabon* has informed the logo user, in writing, of the change.

Article 6: Contract Termination

1. Either party may terminate this contract with three-month prior notice by registered letter.
2. *PAFC Gabon* may revoke this contract temporarily with immediate effect while a suspicion of contravention of the contract or the PEFC Logo Use Rules is being investigated. In case of suspicion, *PAFC Gabon* shall send the logo user a written request for an explanation and notification of the temporary revocation of the contract. The temporary revocation shall remain in effect for a maximum period of one month after the logo user has provided an explanation concerning the suspected misuse to *PAFC Gabon*, which will examine the matter. *PAFC Gabon* may reverse a decision on the temporary revocation of the contract when the logo user has implemented corrective measures approved by *PAFC Gabon* and given *PAFC Gabon* notification that this has been done.
3. *PAFC Gabon* may terminate the contract with immediate effect if there are reasons to believe that any of the terms of the contract or the PEFC Logo Use Rules are not being adhered to.
4. Withdrawal, suspension or expiry of the PEFC recognised Forest Management certificate, in case of logo user group B, or PEFC recognised Chain of Custody

certificate, in case of logo user group C, will result in automatic termination of the contract with effect on the same date as the withdrawal, suspension or expiry of the Forest Management or the Chain of Custody certificate.

5. Withdrawal, suspension or expiry of the PEFC Council endorsement of the PAFC Gabon scheme, in case of logo user group B, will result in automatic termination of the contract with effect on the same date as the withdrawal, suspension or expiry of the endorsement by the PEFC Council.
6. *PAFC Gabon* is not obliged to pay compensation for any costs or other damages which the temporary revocation or termination causes to the logo user.

Article 7: Reporting and Presentation

1. *PAFC Gabon* is permitted to make the logo user's identification data and information concerning the certification status publicly available on the web based PEFC Council Information Register.
2. In case of logo user group C, the logo user shall provide *PAFC Gabon*, immediately after each audit, with a summary of the on-product use of the PEFC logo by the logo user, broken down by product, product category, production unit or similar, to the degree of accuracy that the Chain of Custody system used by the logo user permits. In addition the logo user shall supply the *PAFC Gabon* with a detailed, free form account of any off-product use of the PEFC logo.
3. In case of logo user group D, the logo user shall provide *PAFC Gabon* with an annual report containing a free form account of the off-product use of the PEFC logo.

Article 8: Validity of the Contract

1. The contract enters into force when it was signed by the logo user and *PAFC Gabon*.

Article 9: Other terms of the contract

1. *PAFC Gabon* reserves the right to carry out (by itself or to commission a third party to act on its behalf) an on-site inspection of the logo user's operations, if it has received a complaint by third party, or if *PAFC Gabon* has reasons to believe that the contract is being contravened. The logo user shall bear responsibility for the costs of said inspection and any other detrimental effects.

Article 10: Arbitration

1. This contract is subject to *the Republic of Gabon law*.
2. Any disputes arising out of this agreement shall be finally and exclusively settled by the courts of the Republic of Gabon.

Signed in duplicate.

In _____ on _____

For and on behalf of
PAFC Gabon

In _____ on _____

For and on behalf of
the logo user

APPLICATION FOR PEFC LOGO USE LICENSE

I. Applicant's Identification Data

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

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

II. Applicant's Logo User Group

(only one category can be marked in single application)

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

III. Information and Documents for Application Processing:

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

IV. Self-Declaration:

I hereby confirm that:

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

Signature of applicant's representative

APPLICATION PROCESSING FORM

(Completed by PAFC Gabon)

I. Application Processing:

		Date	Signature
Date of application received	<input type="checkbox"/> Yes		
Fulfilment of the requirements	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Contract sent to the applicant	<input type="checkbox"/> Yes		
Signed contract received	<input type="checkbox"/> Yes		
Contract signed by both parties sent to the applicant	<input type="checkbox"/> Yes		
Applicant provided with access to PEFC logo and labels	<input type="checkbox"/> Yes		

II. Application Appeal Process:

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

III. Revocation and Termination of the License:

Statutes of Decision	Date	Penalty