

Romanian Forest Certification Scheme 2024

PEFC-EN ST 8014:2024



Notification of certification bodies for assessing sustainable forest management in Romania

2024

PEFC Romania

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In case of doubt, the English version is decisive.

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Content

1. Scope	3
2. Notification of certification bodies	3
3. Contracts for notification of certification bodies	4
3.1 Notification contract for forest management certification.....	4
3.2. Notification contract for chain of custody certification	8

1. Scope

This document contains the sustainable forest management certification and audit body authorization procedure.

It includes the requirements relating to applying for authorization and the template authorization contract between PEFC Romania and the certification body.

2. Notification of certification bodies

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

- The notified certification body meets the requirements for certification bodies set by the PEFC Council and PEFC Romania.
- Establishing the scope of PEFC notification, i.e., the type of certification (Forest Certification or Chain of Custody Certification), certification guidelines, and the scope of action.
- PEFC Romania may terminate PEFC notification in case of non-compliance with the PEFC notification terms by the certification body or in case of cancellation of the contract between PEFC Romania and the PEFC Council.
- The notified certification body will provide PEFC Romania with all necessary information about certified companies for the PEFC registration system.
- The notification contract is concluded with each accredited certification body requesting notification and meeting the specified requirements.
- The notification fee is established by a decision of the General Assembly of PEFC Romania.

3. Contracts for notification of certification bodies

3.1 Notification contract for forest management certification

PEFC notification contract

Between

(1) **PEFC Romania**,

Str. _____ no. _____, Loc. _____, Jud. _____

Romania

and

(2) "**Certification Body**", "Street", "Postal Code",
"City" (hereinafter referred to as 'notified body')

Whereas "**PEFC Romania**" is the governing body of **PEFC** - Programme for the Endorsement of Forest Certification in Romania on the basis of a contract signed with the PEFC Council.

Whereas "**Certification Body**" is a certification body notified by PEFC in the field of forest management certification. As a result of the notification, the certification body will be able to issue certificates recognized by PEFC Romania for sustainable forest management.

The parties mentioned above agree to the following:

1. Definitions:

- a. "PEFC Romania Forest Certification Scheme": This is the description of the PEFC Romania system, including all annexes, in its current version, which is part of the contract documentation and can be found in the annex to this contract.
- b. "Certification and accreditation procedures": This refers to PEFC-RO ST 1004:2024 in its current version, which is part of the contract documentation and is found in the annex to this contract.

2. Obligations of the notified body

The certification body shall agree to:

- a. hold a valid accreditation in accordance with PEFC-RO ST 1004:2024 and immediately inform PEFC Romania of any change to this status. Upon request, the notified certification body shall issue a confirmation of valid accreditation.
- b. perform PEFC certification in accordance with the PEFC Romania system description within a valid accreditation.

- c. promptly and in detail inform PEFC Romania of each certificate issued in Romania and any changes to previously issued certificates according to the PEFC information and registration system requirements by completing a reporting form.
- d. agree to the publication of the name, address, and email/internet address on the PEFC Romania and PEFC websites.
- e. Provide, upon request, PEFC Romania with a list of Forest Management Certificates, including information on the certificate number, certificate holder's name, certificate holder's country, certificate status, issuance date, expiration date, and dates of surveillance audits conducted.
- f. pay PEFC Romania the annual PEFC notification fee for each certificate when invoiced by PEFC Romania. The fee amounts are specified in RO ST 8016 2024 List of fees and may be modified by PEFC Romania during the contract's validity. Any modification of the contract between PEFC Romania and the Notified Certification Body leading to a fee change will take effect in the year following the written notification by PEFC Romania to the Notified Certification Body.
- g. inform the holders of forest management certificates about the range of information reported to the PEFC Council and that this information (except for the certificate holder's turnover and personal information) will be made available to the public on the PEFC website.
- h. inform the certificate holder how to obtain a licence for PEFC-registered trademarks.

3. Responsibilities of PEFC Romania

- a. PEFC Romania recognises certificates issued by the notified body in accordance with this contract and allows the certificate holder to use the PEFC trademarks based on a contract for the use of registered trademarks.
- b. Notify of certification bodies in accordance with this document.
- c. PEFC Romania is obliged to inform the notified body of any changes to the documents relating to this contract.

4. Termination of contract

- a. Both PEFC Romania and the notified body may terminate this contract in writing with a notice period of three months.
- b. PEFC Romania may cancel the contract with immediate effect if there are reasons to believe that the provisions of the notification contract are not being complied with.
- c. The withdrawal, suspension or expiry of the accreditation of the notified body will automatically lead to the termination of this contract with effect from the date of withdrawal, suspension or expiry of the accreditation.
- d. PEFC Romania is not obliged to pay compensation for any costs or other damages suffered by the notified body as a result of temporary suspension or termination of the contract.

5. Personal Data Protection

5.1 Processing of Personal Data

a. Definitions:

- "Personal data" means any information relating to an identified or identifiable natural person ("data subject").
- "Processing" means any operation or set of operations performed on personal data, with or without the use of automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination, or otherwise making available, alignment or combination, restriction, erasure, or destruction.

b. Obligations of PEFC Romania:

- PEFC Romania commits to processing personal data in accordance with the provisions of Regulation (EU) 2016/679 (GDPR) and any other applicable laws regarding personal data protection.
- PEFC Romania will take all necessary technical and organizational measures to protect personal data against unauthorized or illegal processing, as well as against accidental loss, destruction, or damage.

c. Obligations of the Notified Certification Body:

- The notified certification body commits to processing personal data only for the purpose of fulfilling its contractual obligations and in accordance with the written instructions of PEFC Romania.
- The notified certification body will ensure that all persons authorized to process personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- The notified certification body will implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk presented by the processing of personal data.

5.2 Data Subject Rights

- PEFC Romania and the notified certification body will ensure compliance with the rights of data subjects in accordance with applicable data protection laws, including but not limited to the rights of access, rectification, erasure, restriction of processing, and data portability.
- Data subjects can exercise these rights by contacting PEFC Romania at the email address specified on the PEFC.ro website.

5.3 Transfer of Personal Data

- Any transfer of personal data to a third country or an international organization by the notified certification body will be carried out only under the conditions permitted by applicable data protection laws and with prior notification to PEFC Romania.

5.4 Notification of Security Incidents

- The notified certification body will notify PEFC Romania without delay of any personal data security breach that may result in the accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access to personal data transmitted, stored, or otherwise processed.

5.5 Termination of the Contract and Data Deletion

- Upon termination of this contract for any reason, the notified certification body will delete or return all personal data processed on behalf of PEFC Romania unless applicable law requires the storage of the data.

5.6 Responsibilities

- The notified certification body will be liable for any breach of data protection obligations.

5. Validity

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

6. Legal jurisdiction

Legal jurisdiction for all disputes relating to this contract lies with the Romanian Courts.

PEFC Romania

Notified Certification Body

3.2. Notification contract for chain of custody certification

PEFC notification contract

Between

(1) **PEFC Romania**,

Str. _____ no. _____, Loc. _____ . Jud. _____

Romania

and

(2) "**Certification Body**", "Street", "Postal Code",
"City" (hereinafter referred to as 'notified body')

Whereas "**PEFC Romania**" is the governing body of **PEFC** - Programme for the Endorsement of Forest Certification in Romania on the basis of a contract signed with the PEFC Council.

Whereas "**Certification Body**" is a certification body notified by PEFC in the field of chain of custody certification. As a result of the notification, the certification body will be able to issue certificates recognized by PEFC for the PEFC chain of custody.

The parties mentioned above agree to the following:

1. Definitions:

- a. "Chain of custody of forest and tree-based products": This refers to the International Standard PEFC ST 2002 adopted by PEFC Romania, in its current version, which is part of the contract documentation and can be found in the annex to this contract.
- b. "Certification and accreditation procedures": This refers to the International Standard PEFC ST 2003 adopted by PEFC Romania, in its current version, which is part of the contract documentation and is found in the annex to this contract.

2. Obligations of the notified body

The certification body agrees to:

- a. Hold a valid accreditation in accordance with PEFC-RO ST 2003 and immediately inform PEFC Romania of any change in this status. Upon request, the notified certification body will issue a confirmation of valid accreditation.
- b. Conduct PEFC certification in accordance with the PEFC Romania system description within a valid accreditation.
- c. Promptly and in detail inform PEFC Romania of each certificate issued in Romania and any changes to previously issued certificates according to the PEFC Information and Registration System requirements by completing a reporting form.
- d. Agree to the publication of the name, address, and email/internet address on the PEFC Romania and PEFC websites.

- e. Provide, upon request, PEFC Romania with a list of Chain of Custody Certificates, including information on the certificate number, certificate holder's name, certificate holder's country, certificate status, issuance date, expiration date, and dates of surveillance audits conducted.
- f. Pay PEFC Romania the annual PEFC notification fee for each certificate when invoiced by PEFC Romania. The fee amounts are specified in PEFC-RO ST 8016- Fee List and may be modified by PEFC Romania during the contract's validity. Any modification of the contract between PEFC Romania and the Notified Certification Body leading to a fee change will take effect in the year following the written notification by PEFC Romania to the Notified Certification Body.
- g. Inform the holders of chain of custody certificates about the range of information reported to the PEFC Council and that this information (except for the certificate holder's turnover and personal information) will be made available to the public on the PEFC website.
- h. Inform the certificate holder on how to obtain a license for the PEFC registered trademarks.

3. Responsibilities of PEFC Romania

- a. PEFC Romania recognises certificates issued by the certification body in accordance with this contract and allows the certificate holder to use the PEFC trademarks based on a contract for the use of registered trademarks.
- b. Notification of certification bodies in accordance with this document.
- c. PEFC Romania is obliged to inform the notified body of any changes to the documents relating to this contract.

4. Termination of contract

- a. Both PEFC Romania and the notified body may terminate this contract in writing with a notice period of three months.
- b. PEFC Romania may cancel the contract with immediate effect if there are reasons to believe that the provisions of the notification contract are not being complied with.
- c. The withdrawal, suspension or expiry of the accreditation of the notified body will automatically lead to the termination of this contract with effect from the date of withdrawal, suspension or expiry of the accreditation.
- d. PEFC Romania is not obliged to pay compensation for any costs or other damages suffered by the notified body as a result of temporary suspension or termination of the contract.

5. Personal Data Protection

5.1 Processing of Personal Data

a. Definitions:

- "Personal data" means any information relating to an identified or identifiable natural person ("data subject").
- "Processing" means any operation or set of operations performed on personal data, with or without the use of automated means, such as collection, recording,

organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination, or otherwise making available, alignment or combination, restriction, erasure, or destruction.

b. Obligations of PEFC Romania:

- PEFC Romania commits to processing personal data in accordance with the provisions of Regulation (EU) 2016/679 (GDPR) and any other applicable laws regarding personal data protection.
- PEFC Romania will take all necessary technical and organizational measures to protect personal data against unauthorized or illegal processing, as well as against accidental loss, destruction, or damage.

c. Obligations of the Notified Certification Body:

- The notified certification body commits to processing personal data only for the purpose of fulfilling its contractual obligations and in accordance with the written instructions of PEFC Romania.
- The notified certification body will ensure that all persons authorized to process personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- The notified certification body will implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk presented by the processing of personal data.

5.2 Data Subject Rights

- PEFC Romania and the notified certification body will ensure compliance with the rights of data subjects in accordance with applicable data protection laws, including but not limited to the rights of access, rectification, erasure, restriction of processing, and data portability.
- Data subjects can exercise these rights by contacting PEFC Romania at the email address specified on the PEFC.ro website.

5.3 Transfer of Personal Data

- Any transfer of personal data to a third country or an international organization by the notified certification body will be carried out only under the conditions permitted by applicable data protection laws and with prior notification to PEFC Romania.

5.4 Notification of Security Incidents

- The notified certification body will notify PEFC Romania without delay of any personal data security breach that may result in the accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access to personal data transmitted, stored, or otherwise processed.

5.5 Termination of the Contract and Data Deletion

- Upon termination of this contract for any reason, the notified certification body will delete or return all personal data processed on behalf of PEFC Romania unless applicable law requires the storage of the data.

5.6 Responsibilities

- The notified certification body will be liable for any breach of data protection obligations.

5. Validity

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

6. Legal jurisdiction

Legal jurisdiction for all disputes relating to this contract lies with the Romanian Courts.

PEFC Romania

Notified Certification Body