

Romanian Forest Certification Scheme 2024

PEFC-RO ST 8015:2024



Licensing of PEFC Trademarks

2024

Copyright notice

© PEFC Romania 2024

This PEFC Romania document is copyrighted by PEFC Romania. This document is available free of charge on the PEFC Romania website or upon request.

No part of this copyright document may be modified, reproduced or copied in any form or by any means for registered purposes without the permission of PEFC Romania.

The official version of this document is in Romanian and English. The translation of this document can be provided by the PEFC Council or PEFC Romania.

In case of doubt, the English version is decisive.

Document Name: Licensing of PEFC Trademarks

Document Title(s): PEFC-RO ST 8015:2024

Approved by: General Assembly of PEFC Romania

Date: 27.05.2024

Date of issue: 27.05.2024

Transition Period: none

Date of entry into force: 27.05.2024

Content

1. Introduction	3
2. Licensing of trademarks.....	3
3. PEFC Trademark Use Agreement	4
PEFC trademarks usage contract - user group B: Sustainable Forest management (SFM) certified entities	4
PEFC Trademark Use Agreement - User Group C: Chain of Custody.....	8
PEFC Trademark Use Agreement - User Group D: Others users	12

1. Introduction

The PEFC logo/label shall provide information on the origin of the forest product in sustainably managed forests and other non-controversial sources. Buyers and potential buyers may use this information in their choice of product on environmental and other grounds. The overall purpose of using the PEFC logo/label is, by communicating accurate and verifiable information that is not misleading, to encourage the demand and supply of products originating in sustainably managed forests, thereby boosting the potential for continuous improvement of the global forest resource. The document is based on the general principles for labels and environmental declarations defined in ISO 14020:2000.

2. Licensing of trademarks

PEFC Romania licenses, upon request, the use of the PEFC logo based on a contract for the use of the logo concluded between PEFC Romania and the users of the logo and regulates compliance with the following requirements:

- Compliance with the rules of use of PEFC trademarks (PEFC ST 2001)· Contract duration and costs· Rules for withdrawal or termination of the contract due to non-compliance of the holder with the rules of use of PEFC marks or withdrawal of licensing rights of PEFC Romania marks by the PEFC Council· Penalty for violation of trademark usage rules, PEFC rules or contractual content, after prior warning, amounting to one-fifth of the market value of the products to which the unauthorized use of trademarks relates. If it can be proven that the improper use of the logo was unintentional, a penalty of no more than € 10,000 may be imposed.

The licensing fees will be determined by the General Assembly of PEFC Romania and will be published on the PEFC Romania website.

3. PEFC Trademark Use Agreement

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

Between

(1) PEFC Romania, hereafter “PEFC România”, having its registered office at

And

(2) **Organisation**, having its registered office at _____, Romania

Hereafter, the “trademarks user(s)”.

Whereas [name(s) of organisation(s)] is a (are) trademarks user(s) under the trademarks user group B: Sustainable forest management (SFM) 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.

Whereas the PEFC Council is the owner of, and has copyright on, the registered PEFC trademarks:

the PEFC logo;



and the PEFC initials.

Whereas the trademarks user(s) is (are) to be granted a licence for the use of the PEFC trademarks with the licence number **PEFC/46-__-__** 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;

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

Article 1: Normative references

1. These normative references form part of the contractual documentation and are found on the PEFC website:

PEFC ST 2001, *Trademarks Rules – Requirements*

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

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

Article 2: Interpretations of the definitions from PEFC ST 2001, *Trademarks Rules – Requirements for the purpose of this contract*

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.

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 3: Ownership of the PEFC trademarks

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. PEFC Council reserves the right to take legal action in cases of unauthorised use.

Article 4: Responsibilities of the trademarks user(s)

1. 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.
2. 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.
3. The trademarks user(s) is (are) obliged to inform the PEFC Council immediately and truthfully on any changes concerning the trademarks user(s)'s identification data and certification status.
4. The trademarks user(s) certified against a recognised PEFC forest management standard may have to provide, on PEFC's request, a list of all the off-product usage of the PEFC trademarks.

Article 5: Responsibilities of the PEFC Council

1. The PEFC Romania is obliged to inform the trademarks user(s) 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(s) does (do) not accept the modification, the trademarks user(s) can terminate the contract, as per article 7, clause 1.
2. The PEFC Romania 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 6: Penalty

1. The PEFC Council may impose a contractual penalty of a Swiss France (CHF) amount being one-fifth the market value of the products to which the unauthorised trademarks use relates, unless the trademarks user(s) proves that such unauthorised use was unintentional. In the latter case the penalty will be limited to 15,000 CHF.
2. The PEFC Council 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 PEFC Council and the trademarks user ninety (90) days after the former has informed the latter, in writing, of the change.

Article 7: Contract Termination

1. Either party may terminate the contract with three (3) months prior notice by email to the latest known email address.
2. The PEFC Council 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.
3. In case of detection of misuse or suspicion of misuse of the PEFC trademarks, the PEFC Council 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 PEFC Council. The trademarks user(s) has (have) two (2) weeks from the date the email was sent to confirm receipt and provide explanation to the PEFC Council. 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 PEFC Council, 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 PEFC Council 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 PEFC Council shall notify the trademarks user(s) of its decision in writing.
4. As part of the investigation of suspicion, the PEFC Council 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 PEFC Council 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.
5. The PEFC Council 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.
6. The PEFC Council 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.
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.
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.

9. The PEFC Council is not obliged to pay compensation for any costs or other damages which the temporary revocation or termination causes to the trademarks user(s).

Article 8: Data treatment

1. In order to issue a trademarks usage licence, the PEFC Council 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.
2. Personal data on the trademarks user(s) are kept public for a duration of five (5) years after the end of the trademark's usage licence validity. Data will then be stored in an in-house database in order to keep track of the licences. Upon request, PEFC Council 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 PEFC at request@pefc.org.
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.
4. Further information on the PEFC Council data treatment is available from the PEFC Council.

Article 9: Validity of the Contract

1. The contract enters into force when it has been signed by both parties, and remains valid whilst the certificate is valid, unless it is terminated according to article 7.

Article 10: Applicable law and place of jurisdiction

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

Signed in duplicate.

In _____ on _____
For and on behalf of
the PEFC Romania

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

PEFC Trademark Use Agreement - User Group C: Chain of Custody

Between

(1) **PEFC Romania** with its registered office at

And

(2) **Organisation**, further "Trademarks User recorded", with registered office in

_____, Romania

The organisation is a registered trademark user within the trademark user group C: Chain of custody as defined in PEFC ST 2001, *Trademark Rules – Requirements*.

whereas the PEFC Board is the owner of, and has the copyright in, the registered PEFC trademarks:

PEFC logo ;



and the initials PEFC.

Whereas the user of registered trademarks must be granted a license to use PEFC marks with the license number **PEFC/___-___-___** and be allowed to use the PEFC marks for use on and off the product in accordance with the latest version of PEFC ST 2001, *the Trademark Rules – Requirements* and this agreement.

Now, therefore, the above-mentioned parties agree to the following:

Article 1: Normative references

1. These normative references are part of the contract documentation and can be found on the PEFC website:

PEFC ST 2001, *Trademark Rules – Requirements*

PEFC ST 2002, *Chain of custody of forest and tree-based products – Requirements*

PEFC GD 1005, *Issuance of licenses to use PEFC trademarks by the PEFC Council*

2. These normative references are valid as stated now and as may be amended from time to time by the PEFC Board.

Article 2: Interpretations of definitions in PEFC ST 2001, *Trademark Rules – Requirements* for the purposes of this contract

1. Use outside the product

Use of PEFC registered trademarks, other than those relating to use on product, which do not refer to a specific product or to the origin of raw material from a PEFC certified forest.

2. Use per product

Use of PEFC registered trademarks to reference PEFC certified material of a product or which may be

perceived or understood by buyers or the public as referring to PEFC certified material. Use on the product can be direct (when PEFC trademarks are placed on physical products) or indirect (trademarks refer to tangible products although not placed directly on the product).

Article 3: Ownership of PEFC marks

1. The PEFC logo and initials PEFC are copyrighted material and are internationally registered trademarks owned by the PEFC Council. Unauthorized use of these copyrighted materials is prohibited. The PEFC Board reserves the right to take legal action in cases of unauthorized use.

Article 4: Responsibilities of the user of trademarks

1. The user of registered trademarks is obliged to use PEFC trademarks in accordance with PEFC ST 2001, *Trademark Rules – Requirements*, as currently stated and as may be amended from time to time by the PEFC Council.
2. The user of trademarks is responsible for informing himself and adapting their use to any changes to this standard made by the PEFC Board.
3. The user of trademarks is obliged to inform the PEFC Board immediately and truthfully of any changes regarding the identification data of the user of the registered trademarks and the certification status.
4. The user of trademarks may need to provide, upon request of the PEFC, a list of all uses of PEFC trademarks on and off the product, for example broken down by product, product category, manufacturing facility or similar, depending on the degree of precision allowed by the custody system used by the trademark user.

Article 5: Responsibilities of the PEFC Board

1. The PEFC Board is obliged to inform the User of Trademarks of any changes to the PEFC Board regulations and documentation regarding the use of PEFC Trademarks affecting this Agreement to the most recent known email address. If the user of the registered trademarks does not accept the modification, the user of the registered trademarks may terminate the contract in accordance with Article 7, clause 1.
2. The PEFC Board shall provide the Trade Mark User with access to the PEFC Tag Generator within two (2) weeks after both parties have signed the contract.

Article 6: Penalty

1. The PEFC Council may impose a contractual penalty with an amount in Swiss franc (CHF) representing one-fifth of the market value of the products to which the unauthorised use of the trademarks relates, unless the user of the trademarks proves that such unauthorised use was unintentional. In the latter case, the penalty will be limited to CHF 15,000.
2. The PEFC Board has the right to change the amount of penalties requested for the use of PEFC Marks in breach of contract. The change shall enter into force in the contract between the PEFC Board and the user of the marks ninety (90) days after the former has informed the latter of the change in writing.

Article 7: Termination of contract

1. Either party may terminate the contract three (3) months in advance with notice by email

to the most recently known email address.

2. The PEFC Board may temporarily revoke the contract with immediate effect while the suspected breach of contract or PEFC ST 2001 is investigated, *Trademark Rules - Requirements*.
3. In case of detection of misuse or suspicion of misuse of PEFC Marks, the PEFC Board shall send a written request for explanation and notification of temporary revocation of the contract to the most recent email address in the possession of the PEFC Board. The trademark user has two (2) weeks from the date of sending the email to acknowledge receipt and provide explanations to the PEFC Board. The temporary revocation remains effective for a maximum period of one (1) month after the trademark user has provided the PEFC Council with an explanation of the alleged misuse, which will examine the matter. If the misuse is confirmed, the temporary revocation will be extended for another period of three (3) months. During these three (3) months, the trademark user will implement remedies to resolve the misuse. After these three (3) months, the PEFC Council will examine the remedies implemented and the outcome and may either annul a decision on temporary revocation of the contract or decide to terminate definitively the contract for the use of trademarks. In both cases, the PEFC Board shall notify the trademark user of its decision in writing.
4. As part of the investigation of suspicion, the PEFC Board reserves the right to conduct (by itself or to compel a third party to act on its behalf) an on-site inspection of the trademarks user's operations, if it has received a complaint from a third party or if the PEFC Board has reason to believe that the contract is infringed. The user of registered trademarks shall be responsible for the costs of said inspection and for any other adverse effects.
5. The PEFC Board may temporarily revoke the contract with immediate effect if there is a suspicion of misuse of chain of custody certification by the trademark user investigated by the certification body. The suspension will last until the certification body completes its investigation. If the certification body decides to keep the registered trademarks certified by the user, the contract for the use of the registered trademarks will be restored. On the contrary, this contract for the use of trademarks will be terminated on the same date as the certificate.
6. The PEFC Board may terminate the contract with immediate effect if there is reason to believe that any of the terms of the contract or PEFC ST 2001, *the Trademark Rules - The requirements* in its valid version are not complied with; or the user of the trademarks may bring the PEFC to disorder.
7. Withdrawal or termination of validity of PEFC recognized certificate of custody will result in automatic withdrawal or termination of this PEFC trademark usage agreement effective on the same date as termination of the chain custody certificate.
8. Suspension of the PEFC recognized certificate of custody will result in automatic suspension of this contract, effective on the same date as the suspension of the validity of the certificate of custody, until the suspension is lifted. If the suspension is lifted and the certificate of custody 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.
9. The PEFC Board is not obliged to pay compensation for any costs or other damages that revocation or temporary termination causes to the user of the trademarks.

Article 8: Treatment of personal data

1. In order to issue a license to use PEFC trademarks, the PEFC Board may collect some personal data regarding the user of the trademarks. The personal data collected includes: full name of the contact person, email address and telephone number. This information is necessary for the normal operation of the PEFC certification scheme. They are publicly available on the PEFC websites (PEFC Board website and on the websites of the national governing body of the PEFC) and the PEFC may share them with third parties limited to and solely for certification purposes. These data are indispensable to ensure the operations of the PEFC certification system, such as to track the validity of licenses for the use of registered trademarks and certified products, by consumers and third parties.
2. Personal data concerning the user of trademarks shall be kept public for a period of five (5) years after the expiry of the validity of the license to use trademarks. The data will then be stored in an internal database to keep track of licenses. Upon request, the PEFC Board may provide the trademark user with information about the personal data it holds. The user of trademarks has the right to access or verify his personal data and to modify, correct or delete them at any time. If the trademark user wishes to exercise one of these data protection rights, he may contact the PEFC at request@pefc.org.
3. By signing this contract, the user of trademarks agrees to this data handling procedure. If the user of trademarks does not wish this information to be made available to the public, the licence shall be cancelled.
4. More information on the treatment of PEFC Board data is available from the PEFC Council.

Article 9: Validity of the contract

1. The contract shall enter into force when it has been signed by both parties and shall remain valid for the duration of validity of the certificate, unless terminated in accordance with Article 7.

Article 10: Applicable law and place of jurisdiction

1. This contract is subject to Romanian law.
2. Any disputes arising from this Agreement shall be settled definitively and exclusively by the courts of law of Romania.

Signed in duplicate.

Place, date

Place, date

For and on behalf of

For and on behalf of PEFC Romania

PEFC Trademark Use Agreement - User Group D: Others users

Between

(1) Between

(1) **PEFC Romania** with its registered office at

And

(2) **Organisation**, further "Trademarks User recorded", with registered office in

_____, Romania

Whereas *the name of organisation* is a trademarks user under the trademarks user group D: Other users, as defined in the PEFC Trademarks Rules – Requirements.

This licence is granted to the organisation(s) mentioned as the “trademarks user” above.

Whereas the PEFC Council is owner and has the copyright on the registered PEFC trademarks:

the PEFC logo:



and the PEFC initials.

Whereas the trademarks user is to be granted a licence for the PEFC trademarks with registration 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;

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

Article 1: Normative references

These normative references form part of the contractual documentation and are valid as

stated now and as may be from time to time altered by the PEFC Council:

PEFC ST 2001, Trademarks Rules – Requirements;

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

Article 2: Interpretations of the definitions on the PEFC Trademarks standard for the purpose of this contract

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.

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 3: Ownership of the PEFC trademarks

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. PEFC Council reserves the right to take legal action in cases of unauthorised use.

Article 4: Responsibilities of the trademarks user

1. The trademarks user is obliged to use the PEFC trademarks in accordance with the *PEFC ST 2001, Trademarks Rules – Requirement*, as stated now and as may be amended by the PEFC Council from time to time; and under the authority of a PEFC trademarks usage licence issued by the PEFC Council. This trademarks usage licence ensures that the trademarks user is identifiable on its basis.

2. The trademarks user is responsible to keep themselves informed and adapt their usage to any changes on this standard conducted by the PEFC Council.

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

4. The trademarks user certified against a recognised PEFC forest management standard may have to provide, on PEFC's request, a list of all the off-product usage of the PEFC trademarks.

Article 5: Responsibilities of the PEFC Council

1. The PEFC Council 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 6: Penalty

1. The PEFC Council may impose, a contractual penalty of a CHF amount being one-fifth the market value of the products to which unauthorised trademarks use relates, unless the trademarks user proves that such unauthorised use was unintentional. In the latter case the penalty will be limited to 15,000 CHF.

2. The PEFC Council 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 PEFC Council and the trademarks user ninety (90) days after the former has informed the latter, in writing, of the change.

Article 7: Contract Termination

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

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

3. In case of detection of misuse or suspicion of misuse of the PEFC trademarks, the PEFC Council shall send the trademarks user a written request for an explanation and notification of the temporary revocation of the contract by email to the latest email address in possession by PEFC. The trademarks user has two (2) weeks from the date the email was sent to confirm receipt and provide explanation to the PEFC Council. 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 PEFC Council, 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 shall implement corrective measures to resolve the misuse. After these three (3) months, the PEFC Council 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 contract. In both cases, the PEFC Council shall notify the trademarks user of its decision in writing.

4. As part of the investigation of suspicion, PEFC Council 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 third party or if the PEFC Council 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.

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

bringing the logo to disrepute.

6. PEFC Council is not obliged to pay compensation for any costs or other damages which the temporary revocation or termination causes to the trademarks user.

Article 8: Data treatment

1. In order to issue a trademarks licence, PEFC Council may collect some personal data on trademarks 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 Bodies websites), and PEFC may share them with third parties only limited and exclusively for certification purposes. These data are indispensable to ensure the PEFC certification system operations, such as to trace validity of trademarks licences and certified products by consumers, and third parties.

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

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.

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

Article 9: Validity of the Contract

1. The contract enters into force when it has been signed by both parties. and remains valid meanwhile the certificate is valid, unless it is terminated according to article 7.

Article 10: Applicable law and place of jurisdiction

1. This contract is subject to Romanian law.
2. Any disputes arising from this Agreement shall be settled definitively and exclusively by the courts of law of Romania.

Signed in duplicate.

Place, date

Place, date

For and on behalf of
Romania

For and on behalf of PEFC