

Issuance of PEFC trademarks usage licences by the Council for SFM

Document name: Issuance of PEFC trademarks usage licences by the Council for SFM

Adopted by: The Council for Sustainable Forest Management in the Republic of Macedonia

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Introduction

Based on the PEFC Standard, PEFC Trademarks Rules – Requirements (most recent version), NGB's that are participating in the PEFC Balkan System are adopting this document as detailed procedures for issuing license for usage of PEFC trademarks.

1. Scope

This document sets out the rules for the issuance of PEFC trademarks usage licences, hereafter "licences", by the Council for SFM, to ensure legally compliant use of the PEFC Trademarks in accordance with the PEFC ST 2001, PEFC Trademarks Rules – Requirements (most recent version).

In the process of building the PEFC BFCS, three PEFC National Governance Bodies (NGB's) were participating and accepted the PEFC Balkan Forest Certification System. In case a new member is joining to PEFC BFCS, this document shall not be revised, if they decide to accept the principles of the PEFC BFCS, and to adopt the scheme documentation outside of the FM standard.

The PEFC BFCS is facilitating the efforts of new countries willing to join the Balkan FC System and to support the PEFC global efforts for sustainable forest management.

The Council for SFM is authorised by the PEFC Council to issue licenses to entities located in North Macedonia and sites in other countries, participating in a multi-site Chain of Custody certification with the central office being in North Macedonia.

2. Normative references

- PEFC ST 2001, PEFC Trademarks Rules – Requirements, most recent version;
- PEFC ST 2002, Chain of Custody of Forest and Tree Based Products – Requirements, most recent version;
- PEFC Guide, Administration of PEFC Scheme, most recent version;

3. Terms and definitions

Accredited certificate

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

The recognized certificate

a) a valid, accredited Forest Management certificate of a certification body notified by The Council for SFM, issued against PEFC National Standard for Sustainable Forest Management in North Macedonia, to an entity registered in North Macedonia.

b) a valid, accredited Chain of Custody certificate of a certification body notified by The Council for SFM, issued against International Chain of Custody standard endorsed by PEFC to an entity registered in North Macedonia and international sites participating in multi-site Chain of Custody certifications of these organisations.

4. Conditions for trademarks license issuance

General conditions

The applicant applying for the license shall

- a) be a legal entity
- b) agree that the entity's identification and other information are made publicly available on the PEFC Find Certified online database.

Special conditions

User group B: Forest owners/managers, shall

- a) hold a valid Forest Management certificate, issued by notified certification body against the PEFC National Standard for Sustainable Forest Management in North Macedonia, endorsed by the PEFC Council;
- b) sign a PEFC Trademarks usage Contract with The Council for SFM.

User group C: Forest related industries, shall

- a) hold a valid Chain of Custody certificate, issued by notified certification body against the PEFC International Chain of Custody standard endorsed by PEFC;
- b) sign a PEFC Trademarks Use Contract with with The Council for SFM.

The holder of multisite Chain of Custody certification with the central office placed in North Macedonia can apply for a multi-license covering the whole or a part of the scope of the multi-site certification provided that:

- a) the central office and the sites are a part of a single legal entity or
- b) the central office and the sites are a part of a single company with a single management and organisational structure.

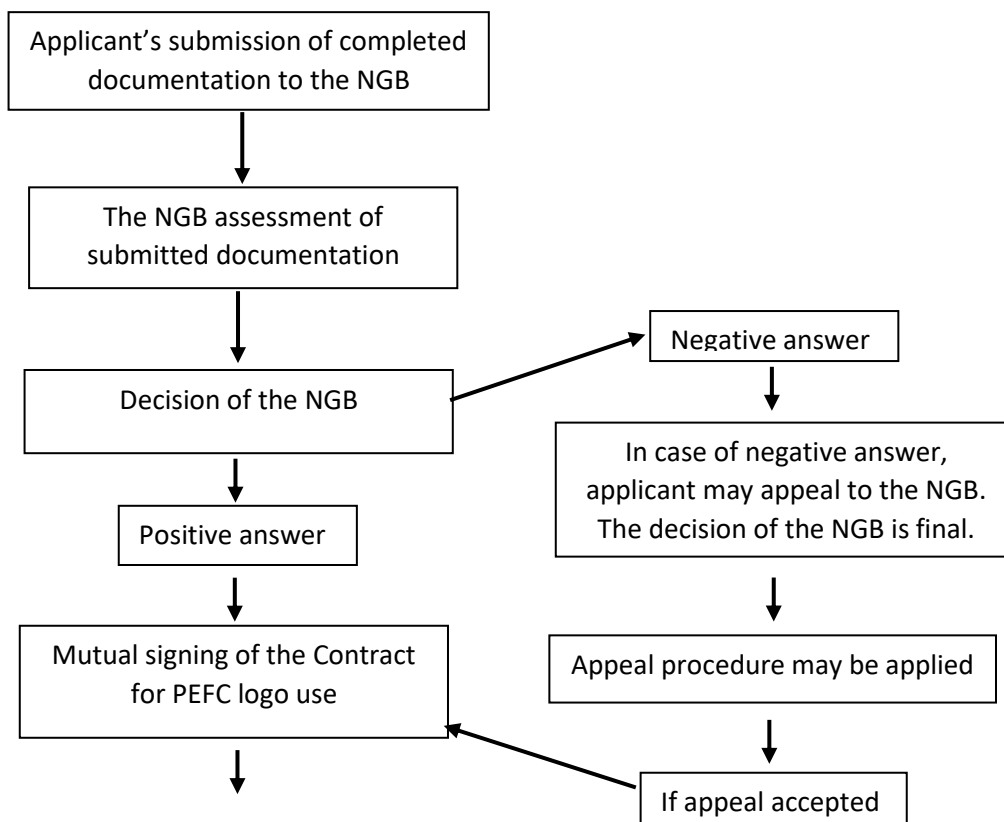
User group D: Other users (excluding retailers), shall

- 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) identify the purpose of the PEFC trademarks use, which does not conflict with the objectives and good name of the PEFC Council,
- d) be registered in North Macedonia,
- e) sign a PEFC Trademarks Use Contract with The Council for SFM.

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 PEFC Council

5. License issuance process



Applicant provided with the access to the PEFC logo and labels
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6. Data management procedure

6.1. In order to issue a PEFC trademarks usage licence, The Council for SFM 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 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.

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 Council for SFM 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 The Council for SFM email: pefcmk@gmail.com.

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.

7. Validity of licences

Licences are valid for the following time periods:

User Group B: The **PEFC trademarks usage contract** enters into force when it has been signed by both parties. It remains valid whilst The Council for SFM **forest management recognised certificate** is valid and as long as the trademarks user uses the **PEFC trademarks** in accordance with PEFC Standard, PEFC Trademarks Rules – Requirements (most recent version), as stated now and as may be amended by the PEFC Council from time to time.

User Group C: The **PEFC trademarks usage contract** enters into force when it has been signed by both parties. It remains valid whilst The Council for SFM **chain of custody recognised certificate** is valid and as long as the trademarks user uses the **PEFC trademarks** in accordance with PEFC Standard, PEFC Trademarks Rules – Requirements (most recent version), as stated now and as may be amended by the PEFC Council from time to time.

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 Standard, PEFC Trademarks Rules – Requirements (most recent version), as stated now and as may be amended by the PEFC Council from time to time and the contract.

8. Application for a PEFC trademarks usage licence

Organisations shall apply for a **PEFC trademarks usage licence** directly on the PEFC Label Generator's website or to The Council for SFM.

9. One-off use of the PEFC trademarks

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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 Council for SFM 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 PEFC Council
- c) the **PEFC trademarks** shall be used with The Council for SFM licence number (PEFC/50-01-01)
- d) the disclaimer "Reproduced with the permission of The Council for SFM" 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.

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

Between

- (1) **The Council for SFM in Republic of Macedonia**, having its registered office at *[address to be completed]*

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]

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 Council for SFM is acting in North Macedonia on behalf of the PEFC Council;

Whereas the trademarks user(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;

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*
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 Council for SFM 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 Council for SFM

1. The Council for SFM 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 Council for SFM 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 Council for SFM 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 in a currency used in North Macedonia.
2. The Council for SFM 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 Council for SFM 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 Council for SFM 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 Council for SFM 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 Council for SFM. The trademarks user(s) has (have) two (2) weeks from the date the email was sent to confirm receipt and provide explanation to The Council for SFM. 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 Council for SFM, 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 Council for SFM 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 Council for SFM shall notify the trademarks user(s) of its decision in writing.
4. As part of the investigation of suspicion, The Council for SFM 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 Council for SFM 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 Council for SFM 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 Council for SFM 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 Council for SFM 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 Council for SFM 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

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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 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 Council for SFM 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 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 North Macedonia law.
2. Any disputes arising out of this agreement shall be finally and exclusively settled by the courts of North Macedonia, subject to a right of appeal to the *[whatever is applicable]*.

Signed in duplicate.

In _____ on _____
For and on behalf of
The Council for SFM

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) **The Council for SFM**, having its registered office at [address to be completed]

And

- (2) **[Name of the trademarks user]**, hereafter the “trademarks user”, having its registered office at [address]

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

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

the PEFC logo;



and the PEFC initials.

Whereas The Council for SFM is acting in North Macedonia on behalf of the PEFC Council;

Whereas the trademarks user 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 latest version of 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 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. 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

1. The trademarks user is obliged to use 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.
2. The trademarks user is responsible for keeping themselves informed and adapt their usage to any changes to this standard conducted by the PEFC Council.
3. The trademarks user is obliged to inform The Council for SFM immediately and truthfully on any changes concerning the trademarks user's identification data and certification status.
4. The trademarks user may have to provide, on PEFC's 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.

Article 5: Responsibilities of The Council for SFM

1. The Council for SFM 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 7, clause 1.
2. The Council for SFM 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 Council for SFM may impose a contractual penalty of an amount being one-fifth the market value of the products to which the 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 [equivalent to 15,000 CHF in a currency used in North Macedonia].
2. The Council for SFM 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 Council for SFM 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 Council for SFM 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 Council for SFM 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

Council for SFM. The trademarks user has two (2) weeks from the date the email was sent to confirm receipt and provide explanation to The Council for SFM. 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 Council for SFM, 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 Council for SFM 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 Council for SFM shall notify the trademarks user of its decision in writing.

4. As part of the investigation of suspicion, The Council for SFM 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 Council for SFM 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 Council for SFM 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.
6. The Council for SFM 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 PEFC to disrepute.
7. Withdrawal or termination of the validity of the PEFC recognised chain of custody certificate will result in automatic withdrawal or termination of this PEFC trademarks usage contract with effect on the same date as the termination of the chain of custody certificate.
8. Suspension of the PEFC recognised chain of custody certificate will result in automatic suspension of this 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 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.
9. The Council for SFM 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 PEFC trademarks usage licence, The Council for SFM may collect some personal data on the 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 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 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 Council for SFM may provide the trademarks user with information about the personal data it holds. The trademarks user has the right to access or verify its 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, he/she 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 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 North Macedonian law.
2. Any disputes arising out of this agreement shall be finally and exclusively settled by the courts of North Macedonia , subject to a right of appeal to *[whatever is applicable]*.

Signed in duplicate.

In _____ on _____
For and on behalf of
The Council for SFM

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

- (1) **The Council for SFM**, having its registered office at [address to be completed]

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]

Hereafter, the “trademarks users”

Whereas [names of the organisations] are trademarks users under the trademarks user group C: Chain of custody certified entities as defined in PEFC ST 2001, *Trademarks Rules – Requirements*.

Whereas each of the organisations mentioned as trademarks users are co-responsible for the fulfilment of this contract. If one of the organisations does not fulfil a requirement and/or the contract shall be suspended or terminated for one organisation, the contract is to be suspended or terminated for all the organisations defined as trademarks users.

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

the PEFC logo;



and the PEFC initials.

Whereas The Council for SFM is acting in North Macedonia on behalf of the PEFC Council;

Whereas the trademarks users 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 latest version of PEFC ST 2001, *Trademarks Rules – Requirements* and to this contract.

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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.

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1. The trademarks users are obliged to use 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.
2. The trademarks users are responsible for keeping themselves informed and adapt their usage to any changes to this standard conducted by the PEFC Council.
3. The trademarks users are obliged to inform The Council for SFM immediately and truthfully on any changes concerning the trademarks users' identification data and certification status.
4. The trademarks users may have to provide, on PEFC's 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 users permits.

Article 5: Responsibilities of The Council for SFM

1. The Council for SFM is obliged to inform trademarks users on any changes to the PEFC Council regulations and documentation concerning the PEFC trademarks use which affect this contract to the latest known email addresses. If the trademarks users do not accept the modification, the trademarks users can terminate the contract, as per article 7, clause 1.
2. The Council for SFM shall provide the trademarks users 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 Council for SFM may impose, a contractual penalty of an amount being one-fifth the market value of the products to which the unauthorised trademarks use relates, unless trademarks users prove that such unauthorised use was unintentional. In the latter case the penalty will be limited to [equivalent to 15,000 CHF in a currency used in North Macedonia].
2. The Council for SFM 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 Council for SFM and the trademarks users 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 addresses.
2. The Council for SFM 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 Council for SFM shall send the trademarks users 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 Council for SFM. Trademarks users have two (2) weeks from the date the email was sent to confirm receipt and provide explanation to The Council for SFM. The temporary revocation shall remain in effect for a maximum period of one (1) month after the trademarks users have provided an explanation concerning the suspected misuse to The Council for SFM, 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, trademarks users shall implement corrective measures to resolve the misuse. After these three (3) months, The Council for SFM 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 Council for SFM shall notify the trademarks users of its decision in writing.
4. As part of the investigation of suspicion, The Council for SFM 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 users' operations, if it has received a complaint by a third party or if The Council for SFM has reasons to believe that the contract is being contravened. The trademarks users shall bear responsibility for the costs of said inspection and any other detrimental effects.
5. The Council for SFM may revoke the contract temporarily with immediate effect where there is a suspicion of misuse of the chain of custody certification by the trademarks users 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 users 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 Council for SFM 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 users may be bringing PEFC to disrepute.
7. Withdrawal or termination of the validity of the PEFC recognised chain of custody certificate will result in automatic withdrawal or termination of this PEFC trademarks usage contract with effect on the same date as the termination of the chain of custody certificate.
8. Suspension of the PEFC recognised chain of custody certificate will result in automatic suspension of this 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 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.
9. The Council for SFM is not obliged to pay compensation for any costs or other damages which the temporary revocation or termination causes to the trademarks users.

Article 8: Data treatment

1. In order to issue a PEFC trademarks usage licence, The Council for SFM may collect some personal data on the trademarks users. The personal data collected include: full name of the contact person, email address and telephone number. This information is necessary for the

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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 PEFC trademarks usage 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 PEFC 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 Council for SFM 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 trademarks users 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 users agree to this data treatment procedure. In case the trademarks users 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 *[country's/region's/state's, whatever is applicable]* law.
2. Any disputes arising out of this agreement shall be finally and exclusively settled by the courts of North Macedonia, subject to a right of appeal to *[whatever is applicable]*.

Signed in duplicate.

In _____ on _____
For and on behalf of
The Council for SFM

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

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

Between

- (1) **The Council for SFM**, having its registered office at [address to be completed]

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]

Hereafter, the “trademarks user(s)”.

Whereas [name(s) of the organisation(s)] is a (are) trademarks user(s) under the trademarks user group D: Other users, as defined in 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 the copyright on, the registered PEFC trademarks:

the PEFC logo;



and the PEFC initials.

Whereas The Council for SFM is acting in North Macedonia on behalf of the PEFC Council;

Whereas the trademarks user(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 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 – Requirements*, 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 Council for SFM immediately and truthfully on any changes concerning the trademarks user(s)'s identification data.
4. The trademarks user(s) 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 Council for SFM

1. The Council for SFM 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(es). 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 Council for SFM 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 Council for SFM may impose a contractual penalty of an 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 [equivalent to 15,000 CHF in a currency used in North Macedonia].
2. The Council for SFM 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 Council for SFM and the trademarks user(s) 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 Council for SFM 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 Council for SFM 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(es) in possession of The Council for SFM. The trademarks user(s) has (have) two (2) weeks from the date the email was sent to confirm receipt and provide explanation to The Council for SFM. 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 Council for SFM, 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 Council for SFM 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 Council for SFM shall notify the trademarks user(s) of its decision in writing.
4. As part of the investigation of suspicion, The Council for SFM 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 Council for SFM 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 Council for SFM 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(s) may be bringing the PEFC to disrepute.
6. The Council for SFM 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 PEFC trademarks usage licence, The Council for SFM 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 PEFC 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 PEFC 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 Council for SFM 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, he/she 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, unless it is terminated according to article 7.

Article 10: Applicable law and place of jurisdiction

1. This contract is subject to North Macedonian law.
2. Any disputes arising out of this agreement shall be finally and exclusively settled by the courts of North Macedonia *[whatever is applicable]*, subject to a right of appeal to *[whatever is applicable]*.

Signed in duplicate.

In _____ on _____
For and on behalf of
The Council for SFM

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) **The Council for SFM**, having its registered office at [address to be completed]

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]

Hereafter, the “trademarks user(s)”.

Whereas [name(s) of the organisation(s)] is a (are) trademarks user(s) under the trademarks user group D: Other users, as defined in 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 the copyright on, the registered PEFC trademarks:

the PEFC logo;



and the PEFC initials.

Whereas The Council for SFM is acting in North Macedonia on behalf of the PEFC Council;

Whereas the trademarks user(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 indirect on- and off-product usage according to 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. On-product usage

The use of the PEFC trademarks in reference to the PEFC certified material content 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).

2. Off-product usage

The use of the PEFC trademarks, other than on-product usage, and which does not refer to a specific product. For example, a statement about use of PEFC certified materials in an annual report, a sustainability report, a procurement policy, or the mention of PEFC on a company website.

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 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 and may lead to legal action.

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 – Requirements*, as stated now and as may be altered 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 Council for SFM immediately and truthfully on any changes concerning the trademarks user's identification data.
4. The trademarks user(s) commits to increase its (their) sourcing of PEFC certified products annually.
5. The trademarks user(s) shall provide The Council for SFM with an annual report containing an itemised, free form account of the PEFC trademarks use.
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 5: Responsibilities of The Council for SFM

1. The Council for SFM 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(es). 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 Council for SFM 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 Council for SFM shall impose a contractual penalty of an amount being one-fifth the market

value of the products to which unauthorised trademarks use relates, unless the trademarks user(s) proves that such unauthorised use was unintentional and that it couldn't have avoided such unauthorised use by consulting thoroughly all and any normative references, PEFC communication and applicable state regulation. In the latter case the penalty will be limited to *[equivalent to 15,000 CHF in a currency used in North Macedonia]*.

2. The Council for SFM 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 Council for SFM and the trademarks user(s) 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(es).
2. The Council for SFM 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 Council for SFM 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(es) in possession of The Council for SFM. The trademarks user(s) has (have) two (2) weeks from the date the email was sent to confirm receipt and provide explanation to The Council for SFM. 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 Council for SFM, 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 Council for SFM 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 Council for SFM shall notify the trademarks user(s) of its decision in writing.
4. As part of the investigation of suspicion, The Council for SFM 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 Council for SFM 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 Council for SFM 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(s) may be bringing the PEFC into disrepute.
6. The Council for SFM 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 PEFC trademarks usage licence, The Council for SFM may collect some personal data on the trademarks user(s). 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 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 PEFC 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 PEFC 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 Council for SFM 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 signing this contract, the trademarks user 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 PEFC Council data treatment is available from the PEFC Council.

Article 9: Validity of the Contract

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 4, clauses 5 and 6 by the trademarks user(s).

Article 10: Applicable law and place of jurisdiction

1. This contract is subject to North Macedonian law.
2. Any disputes arising out of this agreement shall be finally and exclusively settled by the courts of North Macedonia, subject to a right of appeal to *[whatever is applicable]*.

Signed in duplicate.

In _____ on _____

For and on behalf of
The Council for SFM

In _____ on _____

For and on behalf of
the trademarks user(s)
