

ISSUANCE OF VFCS AND PEFC TRADEMARKS USE LICENSES



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The official version of this document is available in Vietnamese. In case there is a difference in the content of the translation into another language, the original in Vietnamese is the basis for comparison.

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I. INTRODUCTION

Sustainable forest management has been implemented in Vietnam since the 1990s and the second phase (from 2006 to 2020) based on the Vietnam Forestry Development Strategy for the period 2006-2020 and continues to be promoted in the direction of the Development Strategy forestry in the period of 2021-2030.

In 2018, the Prime Minister approved the Plan on Sustainable Forest Management and Forest Certification through the Decision No. 1288/QD-TTg dated October 1, 2018, in which the Vietnam Forest Certification Scheme (VFCS) was established and operated under the Vietnam Administration of Forestry (VNFOREST) of the Ministry of Agriculture and Rural Development.

VFCS is established on the principle of independent operation and decision-making among stakeholders, ensuring compliance with the requirements of the international forest certification system. VFCS has been recognized as a member by the International Forest Certification Organization PEFC since 2019.

The Vietnam Forest Certification Office (VFCO) is authorized by the National Governing Body (NGB) which is the Vietnam Academy of Forest Sciences to implement the VFCS. VFCO is an organization authorized by PEFC to manage and license the use of PEFC trademarks in Vietnam according to VFCS's sustainable forest management standards and PEFC's chain of custody.

The trademarks of the VFCS and PEFC provide information and affirm that the products supplied to the market are harvested from sustainably managed forests or managed in a chain of custody for traceability, transparency and legitimacy of the source material. Customers can recognize, look up information and make product selection decisions to contribute to environmental protection.

The principles of using VFCS and PEFC trademarks are built on the basis of current regulations of Vietnamese law and regulations and guidelines of PEFC. .

This document is issued by the VFCO to guide certification bodies, accreditation bodies, forest owners, businesses, wood and forest product processing facilities, and stakeholders in implementing forest certification under VFCS. This document replaces the document VFCS GD 1009:2019.

II. NORMATIVE REFERENCES

Decision No. 3924/QD-BNN-TCCB dated October 4, 2021 of the Ministry of Agriculture and Rural Development on the adjustment and supplement of Decision No. 190/QD-BNN-TCCB dated January 11, 2019 on delivery Sustainable forest management and forest certification;

Decision No. 3925/QD-BNN-TCCB dated October 4, 2021 of the Ministry of Agriculture and Rural Development on adjusting and supplementing Decision No. 191 /QD-BNN-TCCB dated January 11, 2019 on the setting the forest management certificate office;

Decision No. 368/QD-KHLN-TCHC dated November 1, 2021 of the Vietnamese Academy of Forestry Sciences on defining the functions, tasks, rights and organizational structure of the Vietnam Forest Certification Office;

International Standard ISO/IEC 14021:1999, revised 1:2011; Vietnamese standard TCVN ISO/IEC 14021:2013 on Environmental trademarks and environmental claims – self-declaration of the environment (type II environmental trademarks);

PEFC ST 2001:2020 PEFC Trademarks Rules – Requirements;

PEFC GD 1005:2020 Issuance of PEFC Trademarks use licenses.

III. SCOPE AND APPLICATION

This document is applicable to certification bodies, accreditation organizations and agencies, individuals and stakeholders involved in VFCS and PEFC trademarks usage against Viet Nam Forest Certification Scheme (VFCS).

The Vietnam Forest Certification Office (VFCO) is a legal and authorized organization that manages and licenses the right to use the VFCS label and PEFC Trademarks for individuals and entities certified for sustainable forest management and PEFC chain of custody in the territory of Vietnam through a license contract to use the trademarks.

IV. PROCESS OF ISSUANCE OF TRADEMARKS USE LICENSE

4.1. Documents for VFCS and PEFC trademarks use application

4.1.1. For group B: Organizations are certified based on VFCS's sustainable forest management standards

After receiving the certificate of sustainable forest management VFCS, organizations and individuals should contact the certification body within 07 working days for instructions on how to prepare registration documents to use the VFCS and PEFC trademarks. Profile includes:

- a) An application form for VFCS/PEFC trademarks usage (the form is in Annex I)
- b) Sustainable forest management certificate
- c) A copy of the operation registration/business registration certificate of the organizations

4.1.2. For group C: Enterprises, production and processing establishments of wood and forest products

After receiving the PEFC chain of custody certification, Enterprises, production and processing establishments of wood and forest products should contact the certification organization within 07 working days for instructions on how to apply for registration the PEFC trademarks usage. Profile includes:

- a) An application form for VFCS/PEFC trademarks usage (the form is in Annex I)
- b) Chain of custody certificate
- c) A copy of the operation registration/business registration certificate of the organizations

***Note:** The holder of multi-site chain of custody certificate operating with franchises or companies where the sites are linked through a common ownership, management or other organisational link, can apply for a PEFC trademarks usage multi-licence and sign a PEFC trademarks usage contract with VFCO (Annex II-c) covering the whole*

or a part of the scope of the multi-site certificate provided that:

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

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

4.1.3. For group D: Other organizations and individuals

Organizations and individuals that are not in groups B and C, if they wish to use the VFCS and PEFC trademarks, need to contact the Vietnam Forest Certification Office directly for instructions on how to make an application for registration of the VFCS and PEFC trademarks. Profile include:

- a) An application form for VFCS/PEFC trademarks usage (the form is in Annex I)
- b) Documentation proving the proper use of the VFCS and PEFC trademarks (Example: Plan for organizing workshops, training, etc.).

4.1.4. Application for registration of using trademarks of organizations and individuals sent to VFCO via email mentioned on VFCO website.

4.2. Evaluation of registration documents

4.2.1. After receiving the application for registration of the VFCS and PEFC trademarks usage, VFCO will review and notify the results of the application review of the registered organization or individual within 5 working days.

4.2.2. If the application is satisfactory, VFCO will send a notice and guide to organizations and individuals to sign trademarks use contract.

4.2.2. If the application is unsatisfactory, VFCO will notify the registered organization or individual to update or supplement documents according to regulations.

4.3. Prepare trademarks use contract

4.3.1. VFCO will prepare a VFCS and PEFC trademarks use contract with registered organizations and individuals on the basis of information on registration of using trademarks of organizations and individuals. .

4.3.2. After the contract to use the trademarks is prepared, VFCO will send the draft contract to the registered organization or individual to review, check the information and agree.

4.3.3. The contract templates for the VFCS and PEFC trademarks use are as follows :

- a) For group B, the contract is according to the form in Annex II-a
- b) For group C, the contract is according to the form in Annex II-b
- c) For group D, the contract is according to the form in Annex II-c

4.4. Sign a trademarks use contract

4.4.1. VFCO and eligible organizations and individuals will sign a VFCS and PEFC trademarks use contract.

4.4.2. In case of using one-time VFCS and PEFC trademarks for other purposes such as seminars, training, promotion and propaganda about the Vietnam Forest Certification

System, VFCO may consider licensing one-time-use via VFCO official email without having to sign a use contract.

V. TERMS ENFORCEMENT

5.1. Certification Bodies (CBs)

5.1.1. Guide organizations and individuals with certificates of sustainable forest management and/or chain of custody certificates on the sequence and application for registration of trademarks VFCS and PEFC.

5.1.2. Responsible for evaluating and monitoring the use of trademarks by organizations with certificates of sustainable forest management and/or chain of custody every year according to regulations.

5.1.3. Reflecting on problems and contributions to improving the quality of the National Forest Certification System.

5.2. Vietnam forest certification office (VFCO)

5.2.1. Follow the process and procedures in accordance with regulations and deadlines stated in this document.

5.2.2. Coordinate with the Certification Body to inspect and supervise the use of VFCS and PEFC trademarks by organizations and individuals who have certificates of sustainable forest management and/or chain of custody certificates.

5.2.3. Check and supervise the use of trademarks by other organizations and individuals that have the need to use the VFCS and PEFC trademarks.

5.2.4. Settlement and handling of complaints of related parties about the use of VFCS and PEFC trademarks within the territory of Vietnam

5.3. Licensed entities and individuals for VFCS and PEFC trademarks usage

5.3.1. Register using VFCS and PEFC trademarks according to the instructions in this document.

5.3.2. Comply with the terms of the signed VFCS and PEFC trademarks usage contract.

5.3.3. Comply with the Trademarks Usage Requirements VFCS ST 1008: 2022 and PEFC ST 2001: 2020 standards

5.3.4. Report the list of using VFCS and PEFC trademarks annually or whenever required by VFCO using the form in Appendix III.

Annex I: Application for VFCS Use license

I. INFORMATION ABOUT THE REGISTERED ORGANIZATION

Organization Name	
Address	
Tax code	
Representative	
Contact phone	
E-mail	

II. REGISTERED SUBJECTS TO USING VFCS AND PEFC TRADEMARKS

1. Using the VFCS Trademarks

Group A: Forest owners

- Group subject (for group forest management certificate)
- Forest owners are organizations, households, individuals and communities
- Organizations and individuals that are not forest owners but are members of group forest management certificates (for example: contractors, nursery owners, etc).

Group B: Enterprises, production and processing establishments of wood and forest products

Enterprises, production and processing establishments of wood and forest products have certificates of chain of custody management according to PEFC standards.

Group C: Other organizations and individuals

Organizations and individuals that are not in groups A and B are allowed to use the VFCS trademarks for purposes such as training, promoting and propagating about the National Forest Certification System. Please choose according to the objects below:

- Trade Organizations
- Retailers
- Research and training organization
- Certification Bodies
- Management agency
- Non-governmental organizations
- Association
- Other organizations:.....

2. Using PEFC Trademarks

Group B: Organizations certified against a sustainable forest management (SFM) standard endorsed by PEFC

Group C: Organizations certified against PEFC's international chain of custody standards or PEFC's certified chain of custody standards

Group D: Other Users

- Trade Organizations
- Retailers
- Research and training organization
- Certification Bodies
- Management agency
- Non-governmental organizations
- Association
- Other organizations:.....

III. PURPOSE OF USING VFCS AND PEFC TRADEMARKS

Trademarks VFCS	Trademarks PEFC
<input type="checkbox"/> Use for communication (<i>specify according to section 4.3 of VFCS ST 1008:2022 standard</i>) <input type="checkbox"/> Other educational and promotional activities of the VFCS trademarks	1. Use on-product <input type="checkbox"/> <i>Use directly on the product</i> <input type="checkbox"/> <i>Indirect use on the product</i> <input type="checkbox"/> <i>Direct or indirect use in reference to PEFC certified materials</i> 2. Use off-product <input type="checkbox"/> <i>Use for communication</i> <input type="checkbox"/> <i>Other educational and promotional uses of the PEFC trademarks</i>

IV. INFORMATION AND ADDITIONAL DOCUMENTS

4.1. Information about the organization (*applies to groups B and C*)

Certificate Type	Certificate Code	Expiration date	Certification Bodies
FM			
FM/CoC			
CoC			

4.2. Attached Documents

- Copy of Certificate
- Copy of organization's operation registration/Business registration
- Other documents, specifically

IV. COMMITMENT

We confirm that :

- 5.1. Have read and understood the Trademarks Usage Reequipments VFCS ST 1008:2022 and PEFC Trademarks Rules – Requirements ST 2001:2020;
- 5.2. The information in this application is complete and correct.

Date:.....

Legal representative of the Register
(Sign and write full name)

Annex II-a. Contract form using the VFCS/PEFC trademarks – Group B

VIETNAMESE FORESTRY SCIENCES
VIETNAM FOREST
CERTIFICATION OFFICE

SOCIALIST REPUBLIC OF VIETNAM
Independence – Freedom - Happiness

No: /VPCCR-HĐ

Hanoi, date....

CONTRACT ON VFCS AND PEFC TRADEMARKS USAGE

Pursuant to Decision No. 3925/QĐ-BNN-TCCB dated October 4, 2021 of the Minister of Agriculture and Rural Development on the adjustment and supplement of Decision No. 191/QĐ-BNN-TCLN dated January 11 2019 of the Minister of Agriculture and Rural Development on the establishment of the Vietnam Forest Certification Office;

Pursuant to Decision No. 368/QĐ-KHLN-TCHC dated November 1, 2021 of the Director of the Vietnamese Academy of Forestry Sciences, defining the functions, tasks, powers and organizational structure of the Vietnam forest certification office;

Pursuant to the Contract between the Vietnam forest certification office and the International Forest Certification Organization (PEFC) dated January 14, 2022;

Pursuant to the rules on the use of trademarks specified in VFCS ST 1008: 2022 and PEFC ST 2001: 2020 standards;

Pursuant to the registration to use the trademarks of day month ...year...

Today, on...month..., 2022, at the Forest Certification Office, we are:

VFCS Trademarks owner (Party A): Vietnam Forest Certification Office (VFCO)

Address: No. 46 Duc Thang, Duc Thang Ward, Bac Tu Liem District, Hanoi

Phone number: +84 2466857688, Email: vfco.vietnam@gmail.com

Tax code: 0109861374

Representative: Mr. Vu Tan Phuong

Position: Director

VFCS Trademarks user (Party B): [name of organization]

Address:

Tel:

Email:

Tax code :

Representative:

Position:

The two parties discussed and agreed to sign a contract on the VFCS and PEFC trademarks usage with the following terms :

Article 1: Definitions

1.1. Strictly comply with rules on using VFCS and PEFC trademarks according to VFCS ST 1008:2022 and PEFC ST 2001:2020.

1.2. Unauthorized use of VFCS and PEFC trademarks will be handled in accordance with Vietnamese law and PEFC regulations .

Article 2. Ownership of the VFCS and PEFC trademarks

2.1. The VFCS trademarks is a registered trademark in Vietnam and is owned by the Vietnam Forest Certification Scheme. Unauthorized use of these copyrighted materials will be handled in accordance with Vietnamese law.

2.2. The PEFC trademarks and its abbreviation PEFC are copyrighted material and are internationally registered trademarks owned by the PEFC Council. Unauthorized use of this copyrighted material is prohibited. VFCS and PEFC Council have the right to sue organizations and individuals that violate the regulations on using the PEFC trademarks.

Article 3. Right and responsibility of Party A

3.1. Take responsibility to provide party B an account access to the PEFC Label Generator within two weeks after both parties sign the contract ;

3.2. Have a right to monitor the use of VFCS and PEFC trademarks; handle violations in case Party B does not comply with the rules on using VFCS and PEFC trademarks according to the contract signed by both parties ;

3.3. Take responsibility to inform the VFCS Trademarks User of any changes, modifications related to the procedures, guidelines and requirements of VFCS Trademarks usage rules.

Article 4. Right and responsibility of Party B

4.1. To use the VFCS and PEFC trademarks together with the issued licence number for the right purposes for registration immediately after signing this contract, including :

a) On-product: consist of.....

b) Off- product: consist of ...

4.2. Do not allow any third party to use the VFCS and PEFC trademarks without the written consent of Party A .

4.3. Notify Party A immediately and truthfully of any changes to Party B's identity data and certification status .

4.4. Report Party A a list of all activities using trademarks off-product annually or whenever Party A requests.

4.5. Inform Party A about difficulties and problems in the process of using VFCS and PEFC trademarks.

Article 5: Penalty

5.1. If party B intentionally does not comply with the rules on using trademarks, it will be fined equally to 1/5 of the total value of products traded on the market using VFCS and PEFC labels.

5.2. In case Party B fails to comply with the rules on unintentional use of the trademarks

and there is evidence to prove the negligence, the fine shall be limited to **15,000 Swiss Francs (CHF)**. The fine will be converted into Vietnamese Dong (VND) at the exchange rate of the Bank for Foreign Trade of Vietnam at the time of applying the penalty.

5.3. Party A has the right to change the sanction level. The sanction will take effect after 90 days when Party A announces it on the Website of the Vietnam Forest Certification office .

Article 6: Contract Termination

6.1. Either party may terminate the contract with three-month prior notice by official letter .

6.2. Party A may revoke the contract temporarily with immediate effect while a suspicion of Party B's contravention of Article 1 and 4 of this contract.

6.3. In case of detecting misuse or suspecting of misuse, Party A will send Party B a written request for explanation and notification of temporary suspension of the contract. Party B has two weeks from being notified to explain to Party A. The temporary suspension will take effect for a maximum period of one month after Party B gives an explanation concerning the suspected misuse. If misuse is confirmed, the temporary suspension will be extended for another three months. During these three months, Party B shall implement corrective measures to resolve the misuse. After three months, Party A will review the remedies taken and may cancel the decision to temporarily suspend the contract or may decide to terminate the contract to use the trademarks. In both cases, Party A will notify Party B in writing of its decision.

6.4. If there is a third party's complaint or if Party A has evidence to believe that the contract is being breached, Party A has the right to perform (self-implement or authorize a third party) on-site inspection of the operation of Party B. Party B will be responsible for the above inspection costs and any other consequences.

6.5. Party A can temporarily suspend the contract immediately if it is suspected that Party B has misused the certificate of sustainable forest management or certificate of chain of custody and is being investigated by the certification body. The suspension will last until the certification body finishes its investigation. If the certification body decides to continue maintaining the certificate for party B, the contract to use the trademarks will be reinstated. On the contrary, the contract to use this trademarks will be terminated on the same day as the certificate.

6.6. Party A may terminate the contract immediately if it has reason to believe that any provision of the contract or standard has not been complied with; or Party B uses the trademarks for disreputing purposes .

6.7. The revocation or termination of a VFCS sustainable forest management certificate will result in automatic revocation or termination of the trademark agreement effective on the same day as the revocation or invalidate a sustainable forest management certificate.

6.8. Suspension of a VFCS sustainable forest management certificate will result in automatic suspension of the trademark contract and will take effect on the same day as the date of the sustainable forest management certificate suspended and valid until the suspension is repealed. If the suspension is lifted and the certificate of sustainable forest management is re-validated, the contract will re-enter into force on the same day as the

certificate. If the suspension turns into termination or revocation of the certificate, this contract will automatically terminate as of the date of such termination or revocation of the certificate.

6.9. Party A has no obligation to compensate for any other costs or damages related to the suspension, revocation or termination of the Contract to use the VFCS and PEFC trademarks.

Article 7. Data treatment

7.1. Party A may collect some information of Party B. The collected information includes: full name of contact person, email address and phone number. This information is necessary for the normal operation of the certification scheme. This information is publicly available on the website of VFCS and PEFC; Party A may share them with third parties limited and exclusive to certification purposes. This information is integral to ensuring the functioning of the certification scheme, such as for monitoring the validity of licenses to use trademarks and certified products, by consumers and third parties.

7.2. Party B's information is kept publicly for a period of five years after the expiration of the contract to use the trademarks. The information will then be stored in an internal database to keep track of the licenses.

7.3. By signing this contract, Party B agrees to this information processing procedure. In case Party B does not want this information to be made public, the license will be canceled .

Article 8. Applicable law and place of jurisdiction

8.1. This contract is developed based on Vietnamese legislation .

8.2. The two parties commit to strictly and fully comply with the articles stated in the contract. In the process of implementation, if there is a need of contract modification, the two parties will discuss together to amend the contract. In case the two parties cannot resolve the disagreement, they will bring the matter to arbitration according to the current law. The decision of the court is final and must be followed by the parties. Court charges will be paid by the losing party, unless agreed by both parties. .

8.3. Any dispute arising from this contract will be resolved by the Vietnamese court.

Article 9. The validity of Contract

9.1. The contract enters into force when it has been signed by both parties.

9.2. This contract is made into 04 copies with the same legal validity, each party keeps 02 copies for performance .

Party A
(Sign, stamp)

Party B
(Sign, stamp)

Annex II-b. Contract form using the VFCS/PEFC trademarks – Group C

VIETNAMESE FORESTRY SCIENCES
VIETNAM FOREST
CERTIFICATION OFFICE

SOCIALIST REPUBLIC OF VIETNAM
Independence – Freedom - Happiness

No: /VPCCR-HĐ

Hanoi, date.....

CONTRACT ON VFCS AND PEFC TRADEMARKS USAGE

Pursuant to Decision No. 3925/QĐ-BNN-TCCB dated October 4, 2021 of the Minister of Agriculture and Rural Development on the adjustment and supplement of Decision No. 191/QĐ-BNN-TCLN dated January 11 2019 of the Minister of Agriculture and Rural Development on the establishment of the Vietnam Forest Certification Office;

Pursuant to Decision No. 368/QĐ-KHLN-TCHC dated November 1, 2021 of the Director of the Vietnamese Academy of Forestry Sciences, defining the functions, tasks, powers and organizational structure of the Vietnam forest certification office;

Pursuant to the regulations on the use of trademarks specified in VFCS ST 1008: 2022 and PEFC ST 2001: 2020 standards;

Pursuant to the registration to use the trademarks of day month ...year...

Today, on...month..., 2022, at the Forest Certification Office, we include:

VFCS Trademarks owner (Party A): Vietnam Forest Certification Office (VFCO)

Address: No. 46 Duc Thang, Duc Thang Ward, Bac Tu Liem District, Hanoi

Phone number: +84 2466857688, Email: vfco.vietnam@gmail.com

Tax code: 0109861374

Representative: Mr. Vu Tan Phuong

Position: Director

VFCS Trademarks user (Party B): [name of organization]

Address:

Tel:

Email:

Tax code :

Representative:

Position:

The two parties discussed and agreed to sign a contract on the VFCS and PEFC trademarks usage with the following terms:

Article 1: Definitions

1.1. Strictly comply with rules on using VFCS and PEFC trademarks according to VFCS ST 1008:2022 and PEFC ST 2001:2020.

1.2. Unauthorized use of VFCS and PEFC trademarks will be handled in accordance with Vietnamese law and PEFC regulations .

Article 2. Ownership of the VFCS and PEFC trademarks

2.1. The VFCS trademarks is a registered trademark in Vietnam and is owned by the Vietnam Forest Certification Scheme. Unauthorized use of these copyrighted materials will be handled in accordance with Vietnamese laws.

2.2. The PEFC trademarks and its abbreviation PEFC are copyrighted material and are internationally registered trademarks owned by the PEFC Council. Unauthorized use of this copyrighted material is prohibited. VFCS and PEFC Council have the right to sue organizations and individuals that violate the regulations on using the PEFC trademarks.

Article 3. Right and responsibility of Party A

3.1. Take responsibility to provide party B an account access to the PEFC Label Generator within two weeks after both parties sign the contract ;

3.2. Have a right to monitor the use of VFCS and PEFC trademarks; handle violations in case Party B does not comply with the regulations on using VFCS and PEFC trademarks according to the contract signed by both parties ;

3.3. Take responsibility to inform the VFCS Trademarks User of any changes, modifications related to the procedures, guidelines and requirements of VFCS Trademarks usage rules.

Article 4. Right and responsibility of Party B

4.1. To use the VFCS and PEFC trademarks together with the issued codes for the right purposes for registration immediately after signing this contract, including :

a) On-product: consist of.....

b) Off- product: consist of ...

4.2. Do not allow any third party to use the VFCS and PEFC trademarks without the written consent of Party A .

4.3. Notify Party A immediately and truthfully of any changes to Party B's identity data and certification status .

4.4. Report Party A a list of all activities using trademarks annually or whenever Party A requests, including a list of all the on-product and offproduct 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 .

4.5. Inform Party A about difficulties and problems in the process of using VFCS and PEFC trademarks.

Article 5: Penalty

5.1. If party B intentionally does not comply with the rules on using trademarks, it will be fined equally to 1/5 of the total value of products traded on the market using VFCS and PEFC labels.

5.2. In case Party B fails to comply with the rules on unintentional use of the trademarks

and there is evidence to prove the negligence, the fine shall be limited to **15,000 Swiss Francs (CHF)**. The fine will be converted into Vietnamese Dong (VND) at the exchange rate of the Bank for Foreign Trade of Vietnam at the time of applying the penalty.

5.3. Party A has the right to change the sanction level. The sanction will take effect after 90 days when Party A announces it on the Website of the Vietnam Forest Certification office .

Article 6: Contract Termination

6.1. Either party may terminate the contract with three-month prior notice by official letter .

6.2. Party A may revoke the contract temporarily with immediate effect while a suspicion of Party B's contravention of Article 1 and 4 of this contract.

6.3. In case of detecting misuse or suspecting of misuse, Party A will send Party B a written request for explanation and notification of temporary suspension of the contract. Party B has two weeks from being notified to explain to Party A. The temporary suspension will take effect for a maximum period of one month after Party B gives an explanation concerning the suspected misuse. If misuse is confirmed, the temporary suspension will be extended for another three months. During these three months, Party B shall implement corrective measures to resolve the misuse. After three months, Party A will review the remedies taken and may cancel the decision to temporarily suspend the contract or may decide to terminate the contract to use the trademarks. In both cases, Party A will notify Party B in writing of its decision.

6.4. If there is a third party's complaint or if Party A has evidence to believe that the contract is being breached, Party A has the right to perform (self-implement or authorize a third party) on-site inspection of the operation of Party B. Party B will be responsible for the above inspection costs and any other consequences.

6.5. Party A can temporarily suspend the contract immediately if it is suspected that Party B has misused the certificate of chain of custody and is being investigated by the certification body. The suspension will last until the certification body finishes its investigation. If the certification body decides to continue maintaining the certificate for party B, the contract to use the trademarks will be reinstated. On the contrary, the contract to use this trademarks will be terminated on the same day as the certificate.

6.6. Party A may terminate the contract immediately if it has reason to believe that any provision of the contract or standard has not been complied with; or Party B uses the trademarks for disreputing purposes .

6.7. The revocation or termination of a PEFC chain of custody certificate will result in automatic revocation or termination of the trademark agreement effective on the same day as the revocation or invalidate a chain of custody certificate.

6.8. Suspension of a chain of custody certificate will result in automatic suspension of the trademark contract and will take effect on the same day as the date of the sustainable forest management certificate suspended and valid until the suspension is repealed. If the suspension is lifted and the certificate of chain of custody is re-validated, the contract will re-enter into force on the same day as the certificate. If the suspension turns into termination or revocation of the certificate, this contract will automatically terminate as of the date of such termination or revocation of the certificate.

6.9. Party A has no obligation to compensate for any other costs or damages related to the suspension, revocation or termination of the Contract to use the VFCS and PEFC trademarks.

Article 7. Data treatment

7.1. Party A may collect some information of Party B. The collected information includes: full name of contact person, email address and phone number. This information is necessary for the normal operation of the certification scheme. This information is publicly available on the website of the Vietnam Forest Certification Office and PEFC; Party A may share them with third parties that are limited and exclusive to certification purposes. This information is integral to ensuring the functioning of the certification scheme, such as for monitoring the validity of licenses to use trademarks and certified products, by consumers and third parties.

7.2. Party B's information is kept publicly for a period of five years after the expiration of the contract to use the trademarks. The information will then be stored in an internal database to keep track of the licenses.

7.3. By signing this contract, Party B agrees to this information processing procedure. In case Party B does not want this information to be made public, the license will be canceled .

Article 8. Applicable law and place of jurisdiction

8.1. This contract is developed based on Vietnamese legislation .

8.2. The two parties commit to strictly and fully comply with the articles stated in the contract. In the process of implementation, if there is a need of contract modification, the two parties will discuss together to amend the contract. In case the two parties cannot resolve the disagreement, they will bring the matter to arbitration according to the current law. The decision of the court is final and must be followed by the parties. Court charges will be paid by the losing party, unless agreed by both parties. .

8.3. Any dispute arising from this contract will be resolved by the Vietnamese court.

Article 9. The validity of Contract

9.1. The contract enters into force when it has been signed by both parties.

9.2. This contract is made into 04 copies with the same legal validity, each party keeps 02 copies for performance.

Party A
(*Sign, stamp*)

Party B
(*Sign, stamp*)

Annex II-c. Contract form using the VFCS/PEFC trademarks – Group D

VIETNAMESE FORESTRY SCIENCES
VIETNAM FOREST
CERTIFICATION OFFICE

SOCIALIST REPUBLIC OF VIETNAM
Independence – Freedom - Happiness

No: /HĐ-VPCCR

Hanoi, date....

CONTRACT ON VFCS AND PEFC TRADEMARKS USAGE

Pursuant to Decision No. 3925/QĐ-BNN-TCCB dated October 4, 2021 of the Minister of Agriculture and Rural Development on the adjustment and supplement of Decision No. 191/QĐ-BNN-TCLN dated January 11 2019 of the Minister of Agriculture and Rural Development on the establishment of the Vietnam Forest Certification Office;

Pursuant to Decision No. 368/QĐ-KHLN-TCHC dated November 1, 2021 of the Director of the Vietnamese Academy of Forestry Sciences, defining the functions, tasks, powers and organizational structure of the Vietnam forest certification office;

Pursuant to the rules on the use of trademarks specified in VFCS ST 1008: 2022 and PEFC ST 2001: 2020 standards;

Pursuant to the registration to use the trademarks of day month ...year...

Today, on...month..., 2022, at the Forest Certification Office, we include:

VFCS Trademarks owner (Party A): Vietnam Forest Certification Office (VFCO)

Address: No. 46 Duc Thang, Duc Thang Ward, Bac Tu Liem District, Hanoi

Phone number: +84 2466857688, Email: yfco.vietnam@gmail.com

Tax code: 0109861374

Representative: Mr. Vu Tan Phuong

Position: Director

VFCS Trademarks user (Party B): [name of organization]

Address:

Tel:

Email:

Tax code :

Representative:

Position:

The two parties discussed and agreed to sign a contract on the VFCS and PEFC trademarks usage with the following terms:

Article 1: Definitions

1.1. Strictly comply with rules on using VFCS and PEFC trademarks according to VFCS

ST 1008:2022 and PEFC ST 2001:2020.

1.2. Unauthorized use of VFCS and PEFC trademarks will be handled in accordance with Vietnamese law and PEFC regulations .

Article 2. Ownership of the VFCS and PEFC trademarks

2.1. The VFCS trademarks is a registered trademark in Vietnam and is owned by the Vietnam Certification Scheme. Unauthorized use of these copyrighted materials will be handled in accordance with Vietnamese law.

2.2. The PEFC trademarks and its abbreviation PEFC are copyrighted material and are internationally registered trademarks owned by the PEFC Council. Unauthorized use of this copyrighted material is prohibited. VFCS and PEFC Council have the right to sue organizations and individuals that violate the regulations on using the PEFC trademarks.

Article 3. Right and responsibility of Party A

3.1. Take responsibility to provide party B an account access to the PEFC Label Generator within two weeks after both parties sign the contract ;

3.2. Have a right to monitor the use of VFCS and PEFC trademarks; handle violations in case Party B does not comply with the rules on using VFCS and PEFC trademarks according to the contract signed by both parties ;

3.3. Take responsibility to inform the VFCS Trademarks User of any changes, modifications related to the procedures, guidelines and requirements of VFCS Trademarks usage rules.

Article 4. Right and responsibility of Party B

4.1. To use the VFCS and PEFC trademarks together with the issued licence number for the right purposes for registration immediately after signing this contract, including :

a) On-product: consist of.....

b) Off- product: consist of ...

4.2. Do not allow any third party to use the VFCS and PEFC trademarks without the written consent of Party A .

4.3. Notify Party A immediately and truthfully of any changes to Party B's identity data and certification status .

4.4. Send Party A a report on a list of all activities using trademarks off-product annually or whenever Party A requests .

4.5. Inform Party A about difficulties and problems in the process of using VFCS and PEFC trademarks.

Article 5: Penalty

5.1. If party B intentionally does not comply with the regulations on using trademarks, it will be fined equally to 1/5 of the total value of products traded on the market using VFCS and PEFC labels.

5.2. In case Party B fails to comply with the rules on unintentional use of the trademarks and there is evidence to prove the negligence, the fine shall limited to **15,000 Swiss Francs (CHF)**. The fine will be converted into Vietnamese Dong (VND) at the exchange rate of the Bank for Foreign Trade of Vietnam at the time of applying the penalty.

5.3. Party A has the right to change the sanction level. The sanction will take effect after 90 days when Party A announces it on the Website of the Vietnam forest certification office .

Article 6: Contract Termination

6.1. Either party may terminate the contract with three-month prior notice by official letter .

6.2. Party A may revoke the contract temporarily with immediate effect while a suspicion of Party B's contravention of Article 1 and 4 of this contract.

6.3. In case of detecting misuse or suspecting of misuse, Party A will send Party B a written request for explanation and notice of temporary suspension of the contract. Party B has two weeks from being notified to explain to Party A. The temporary suspension will take effect for a maximum period of one month after Party B gives an explanation related to the misuse of the item. purpose for party A. If misuse is confirmed, the temporary suspension will be extended for another three months. During these three months, Party B shall implement corrective measures to resolve the misuse. After three months, Party A will review the remedies taken and may cancel the decision to temporarily suspend the contract or may decide to terminate the contract to use the trademarks. In both cases, Party A will notify Party B in writing of its decision.

6.4. If there is a third party's complaint or if Party A has evidence to believe that the contract is being breached, Party A has the right to perform (self-implement or authorize a third party) on-site inspection of the operation of the Company. Party B. Party B will be responsible for the above inspection costs and any other consequences.

6.5. Party A may terminate the contract immediately if it has reason to believe that any provision of the contract or standard has not been complied with; or Party B uses the trademarks for disreputing purposes .

6.6. Party A has no obligation to compensate for any other costs or damages related to the suspension, revocation or termination of the Contract to use the VFCS and PEFC trademarks.

Article 7. Data treatment

7.1. Party A may collect some information of Party B. The collected information includes: full name of contact person, email address and phone number. This information is necessary for the normal operation of the certification scheme. This information is publicly available on the website of the Vietnam Forest Certification Office and PEFC; Party A may share them with third parties that are limited and exclusive to certification purposes. This information is integral to ensuring the functioning of the certification scheme, such as for monitoring the validity of licenses to use trademarkss and certified products, by consumers and third parties.

7.2. Party B's information is kept publicly for a period of five years after the expiration of the contract to use the trademarks. The information will then be stored in an internal database to keep track of the licenses.

7.3. By signing this contract, Party B agrees to this information processing procedure. In case Party B does not want this information to be made public, the license will be canceled .

Article 8. Applicable law and place of jurisdiction

8.1. This contract is developed based on Vietnamese laws and regulations.

8.2. The two parties commit to strictly and fully comply with the articles stated in the contract. In the process of implementation, if there is a need of contract modification, the two parties will discuss together to amend the contract. In case the two parties cannot resolve the disagreement, they will bring the matter to arbitration according to the current law. The decision of the court is final and must be followed by the parties. Court charges will be paid by the losing party, unless agreed by both parties. .

8.3. Any dispute arising from this contract will be resolved by the Vietnamese court.

Article 9. The validity of Contract

9.1. The contract enters into force when it has been signed by both parties.

9.2. This contract is made into 04 copies with the same legal validity, each party keeps 02 copies for performance .

Party A
(Sign, stamp)

Party B
(Sign, stamp)

Annex III. List declaration form using VFCS and PEFC trademarks

I. INFORMATION ABOUT THE ORGANIZATION

Organization's name:

Address:

Tel:

Email:

Representation:

Position:

II. DECLARATION LIST OF PRODUCTS USING TRADEMARKS

2.1. Declaration of using trademarks off- product

Order	Scope ¹	Detailed description ²	Amount
1			
2			
...			

Note:

1. Scope (choose from the following scopes):

- a) Communication of PEFC certification for forest certification systems .
- b) Communication about certified status
- c) Communication about the accreditation of the PEFC certification (certification body).
- d) Communication about the accreditation activities of PEFC (accreditation bodies).
- e) Communication about purchasing **PEFC certified** products or committing to purchasing **PEFC certified** products (**end users of PEFC certified products**).
- f) Communicating about projects and initiatives focused on developing and promoting the PEFC system and certification .
- g) Other educational and promotional uses of the **PEFC trademarks** (certified body, certification body, accreditation body, non-certified organization selling PEFC certified product, .. .vv).
- h) General communication about **PEFC certified** products available in stores and/or online without mentioning a specific product or **PEFC certified** ingredients included in a product .

2. A detailed description may include the following:

- Publications (magazines, books, newspapers, leaflets, billboards, brochures...): publication name, quantity, issuer (if any), etc.
- Events (seminars, trainings, media events...): Event name, organizer, time, location, etc
- Media (website, social network, television, ...): Type of media, organization/individual use, time, frequency of use, etc

2.2. Declare the use of trademarks on-products

Order	Product's name	Product code ¹	Product Description	Unit	Number of products using the trademarks	Purpose of using trademarks ²
1						
2						
...						

Note:

1. The product code is recorded according to the product code of PEFC updated January 24, 2022 (PEFC Product Categories, version 2022-01-24)
2. According to clause 4.1, article 4 of the signed contract to use the VFCS/PEFC trademarks.