



VIETNAM FOREST CERTIFICATION SCHEME

VFCS/PEFC GD 1007:2026

QUY ĐỊNH CHỈ ĐỊNH TỔ CHỨC CHỨNG NHẬN HOẠT ĐỘNG THEO HỆ THỐNG CHỨNG CHỈ RỪNG QUỐC GIA

*Procedures for notification of certification bodies operating
under the Vietnam Forest Certification Scheme*

VFCC

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The official version of the document is in Vietnamese. Translations of the document can be obtained from VFCS governing/operating body. When there is doubt in regard to language interpretation, the Vietnamese version is the reference.

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Introduction

The Vietnam Forest Certification Scheme (VFCS) has been established to promote sustainable forest management, enhance the legality, transparency and traceability of timber and forest products, and facilitate access to domestic and international markets. VFCS has been developed, operated and endorsed in accordance with the requirements of the Programme for the Endorsement of Forest Certification (PEFC).

To ensure the credibility, impartiality and consistency of certification activities within VFCS, certification activities shall be carried out only by certification bodies that are competent for the relevant scope, accredited by an accreditation body, and notified to operate within the framework of VFCS and PEFC.

The notification of certification bodies is intended to ensure that certification activities are conducted consistently and in accordance with the requirements of VFCS, PEFC and other relevant requirements. It also provides the basis for the monitoring, maintenance, modification of scope, suspension, reinstatement and withdrawal of notifications throughout the period of notification.

Within VFCS, certification activities may include sustainable forest management certification, chain of custody certification and other certification scopes as required by VFCS and PEFC from time to time. Certification bodies may perform certification activities only within the scope for which they have been accredited and notified.

This document, VFCS/PEFC GD 1007:2026, *Procedures for notification of certification bodies operating under the Vietnam Forest Certification Scheme*, specifies the procedures and requirements for the notification of certification bodies conducting certification activities against the VFCS and PEFC standards in Vietnam.

This document has been developed and published by the Vietnam Forest Certification Office (VFCO) and supersedes VFCS/PEFC GD 1007:2022.

1 Scope

This document specifies the procedures and requirements for the review, notification, maintenance, modification of the notification scope, suspension, reinstatement and withdrawal of notification of certification bodies conducting certification activities under the Vietnam Forest Certification Scheme (VFCS) and the PEFC scheme in Viet Nam.

This document applies to:

- a) the VFCS operator in receiving and reviewing applications, granting notification, and managing notified certification bodies;
- b) certification bodies applying for notification or notified to conduct certification activities under VFCS and PEFC in Viet Nam.

This document does not specify the technical requirements for certification assessment activities or the competence requirements for certification bodies. These requirements are specified in the relevant normative documents of VFCS, PEFC and other applicable regulations.

NOTE: The current VFCS operator is the Vietnam Forest Certification Office.

2 Normative references

The following cited documents are essential for the application of this document. For cited documents stating the year of publication, the cited version shall apply. For cited documents without the year of publication, the latest version, including amendments (if any) shall apply.

PEFC ST 2003, *Requirements for Certification Bodies Operating Certification against the PEFC International Chain of Custody Standard*

VFCS/PEFC ST 1006, *Requirements for certification bodies operating certification against sustainable forest management and chain of custody standards*

VFCS/PEFC ST 1010, *Procedure for Resolution of Complaints and Appeals of the Vietnam Forest Certification Scheme*

TCVN ISO/IEC 17000:2020, *Conformity assessment – Vocabulary and general principles*

TCVN ISO/IEC 17021-1:2015, *Conformity assessment – Requirements for bodies providing audit and certification of management systems – Part 1: Requirements*

TCVN ISO/IEC 17065:2013, *Conformity assessment – Requirements for bodies certifying products, processes and services*

3 Terms and definitions

For the purposes of this document, the terms and definitions given in TCVN ISO/IEC 17000:2000, TCVN ISO/IEC 17021-1:2015, TCVN ISO/IEC 17065:2013, and the following terms and definitions apply.

3.1 Notification

Authorization by the VFCS operator for an accredited certification body to carry out certification activities against the VFCS/PEFC standards in Viet Nam.

3.2 Certification

Third-party attestation related to an object of conformity assessment, excluding accreditation.

3.3 Accreditation

Third-party attestation related to a conformity assessment body conveying formal demonstration of its competence, impartiality and consistent operation in performing specific conformity assessment activities.

3.4 Certification body

Conformity assessment body that performs certification activities.

NOTE: For the purposes of this document, a certification body refers to a conformity assessment body that performs certification activities against the VFCS/PEFC standards.

4 Initial notification

4.1 Notification requirements

A certification body applying for notification shall satisfy the following requirements:

- be legally established and authorised to carry out certification activities in Vietnam in accordance with applicable legislation;
- hold a valid accreditation for the scope of notification applied for, granted by an accreditation body in accordance with the requirements of VFCS/PEFC ST 1006 or PEFC ST 2003, as applicable.

4.2 Notification procedure

The initial notification procedure for certification bodies is illustrated in Figure 1.

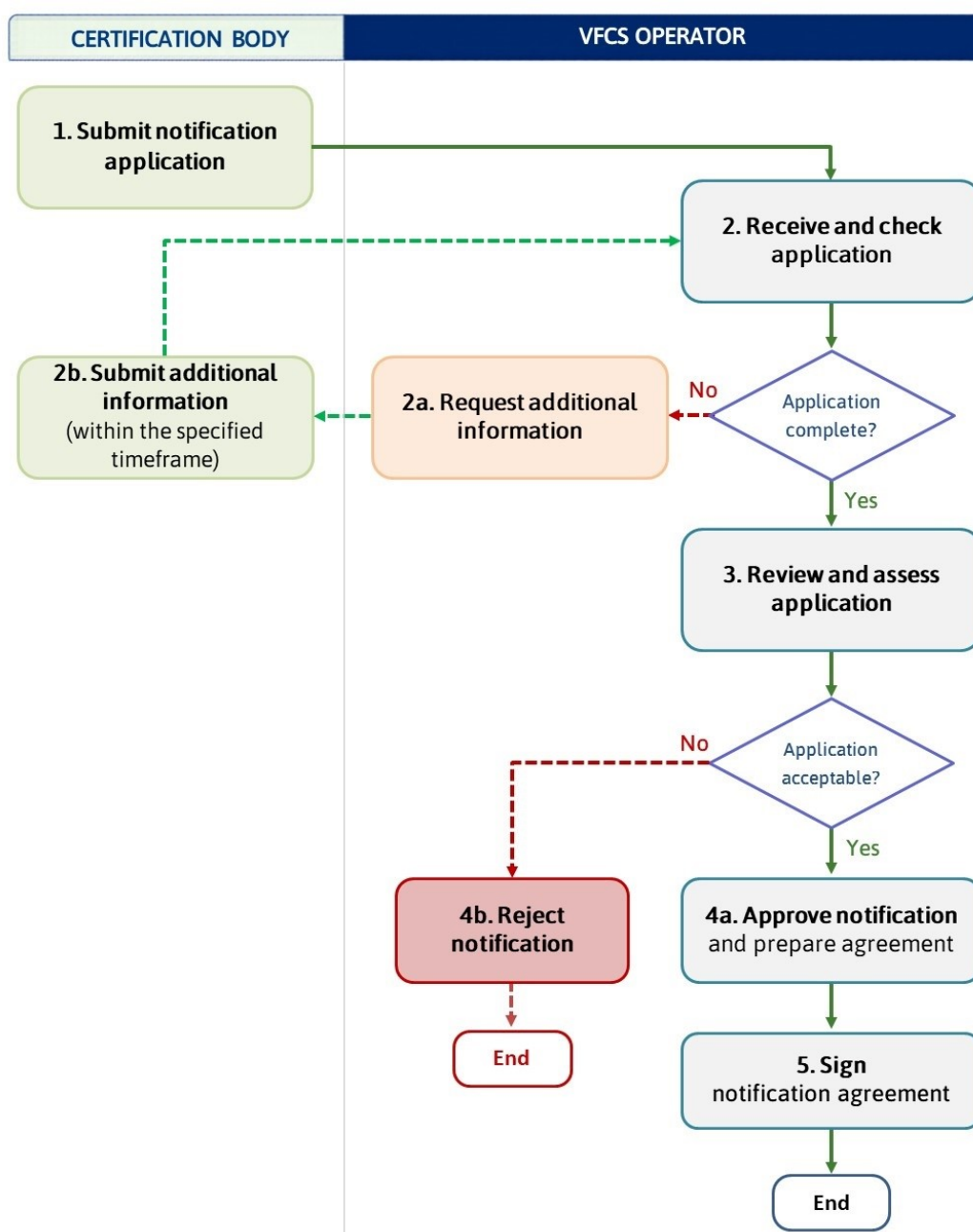


Figure 1 – Flowchart of the initial notification procedure for certification bodies

The initial notification procedure shall comprise the following steps:

4.2.1 Submission of an application for notification

The certification body shall submit one application for notification to the VFCS operator in accordance with Annex A.

All documents included in the application shall be valid at the time of submission. Documents in a foreign language shall be provided in English or accompanied by a Vietnamese translation.

The application may be submitted in person, by postal service or by electronic means in accordance with the instructions of the VFCS operator.

The VFCS operator may require the certification body to provide original documents or certified copies for verification during the application review process.

4.2.2 Receipt and check the application

The VFCS operator shall check the completeness of the application.

Where the application is incomplete, the VFCS operator shall notify the certification body to submit the missing documents.

Where the application is complete, the VFCS operator shall notify the certification body that the application is complete and shall proceed with the review and evaluation in accordance with 4.2.4. The notification shall be sent to the certification body's email address within two working days of receipt of the application.

4.2.3 Supplementation and clarification of the application

The certification body shall supplement or clarify the application upon request by the VFCS operator, where applicable.

Upon receipt of the supplemented application or the additional information or documents provided for clarification, the VFCS operator shall continue the completeness check in accordance with 4.2.2.

4.2.4 Review and assessment of the application

The VFCS operator shall review and assess the application against the conditions for notification specified in 4.1.

The review and assessment may include, but are not limited to, the following:

- a) legal status and - to conduct certification activities in accordance with applicable legislation;
- b) status and scope of accreditation;
- c) scope of notification applied for;
- d) conformity with the requirements of VFCS and PEFC and other relevant requirements.

During the review and assessment process, the VFCS operator may request the certification body to provide additional information or documentation to clarify the application.

The review and assessment shall be completed within 10 working days from the date on which the VFCS operator notifies the certification body that the application is complete, excluding the time taken by the certification body to provide additional information or documentation, where applicable.

4.2.5 Notification decision

Upon completion of the review and assessment of the application, the VFCS operator shall notify the certification body of the assessment result by email.

Where the application meets the applicable requirements, the VFCS operator shall notify the notification of the approval of the notification and proceed with the execution of the notification agreement.

Where the application does not meet the applicable requirements, the VFCS operator shall notify the certification body that the application for notification has not been approved and shall state the reasons for the decision.

The certification body has the right to appeal a decision not to approve the designation. Appeals shall be handled in accordance with VFCS/PEFC ST 1010.

4.2.6 Execution of the notification agreement

The VFCS operator and the certification body shall execute a notification agreement in accordance with the template specified in Annex B. The procedure for executing the notification agreement shall be as follows:

- 1) the VFCS operator sends the draft notification agreement to the certification body;
- 2) the certification body reviews and confirms the draft notification agreement;
- 3) the VFCS operator and the certification body execute the notification agreement in person, by postal service or by electronic means.

The notification shall become effective on the effective date the notification agreement.

The validity period of the notification agreement shall correspond to the validity of the accreditation for the notified scope and shall not exceed five years.

5 Maintenance and modification of notification

5.1 Maintenance of notification

The certification body shall continue to satisfy the notification requirements specified in 4.1 throughout the period of validity of the notification.

The certification body shall fulfil all obligations under the notification agreement, including, but not limited to, the following:

- a) maintaining its accreditation status and the scope of accreditation consistent with the notified scope;
- b) complying with the applicable requirements of VFCS, PEFC and other relevant requirements;
- c) fulfilling the reporting, submission and publication requirements relating to certification information in accordance with the requirements of VFCS and PEFC;
- d) cooperating with the VFCS operator in monitoring, review or handling matters relating to certification activities within the notified scope.

5.2 Extension of the scope of notification

During the period of validity of the notification, the certification body may apply for an extension of the scope of notification. Such extension shall only be approved where the certification body continues to satisfy the notification requirements specified in 4.1.

To apply for an extension of the scope of notification, the certification body shall submit a written request to the VFCS operator, together with supporting documentation demonstrating compliance with the notification requirements applicable to the proposed extended scope.

The review and assessment of the request for extension of the notified scope shall be carried out in accordance with the procedure specified in 4.2.

Where the request is approved, the notified scope shall be amended by an addendum to the notification agreement.

5.3 Reduction of the scope of notification

During the validity period of the notification, the certification body may request a reduction of the notified scope. The VFCS operator may also decide to reduce the notified scope in any of the following circumstances:

- a) the certification body no longer satisfies the notification requirements for part of the notified scope;

- b) the scope of accreditation is reduced or otherwise changed in a manner that affects the notified scope;
- c) at required by VFCS, PEFC or a competent authority.

Where the reduction of the notified scope is requested by the certification body, the review and assessment shall be carried out in accordance with the procedure specified in 4.2.

Following approval of the certification body's request for reduction of the notified scope, or where the VFCS operator decides to reduce the notified scope, the notified scope shall be amended by an addendum to the notification agreement.

5.4 Changes to certification body's information

The certification body shall notify the VFCS operator in writing of any changes that may affect the validity or scope of notification within 15 working days from the date on which such changes occur, including, but not limited to, the following:

- a) changes to the accreditation status or scope of accreditation;
- b) changes to the organization's name, legal status or organisational structure that may affect the performance of certification activities;
- c) changes to auditors, reviewers or other personnel that may affect compliance with the notification requirements or the performance of certification activities within the notified scope;
- d) changes to contact information or contact persons responsible for certification activities;
- e) any other changes that may affect certification activities within the notified scope.

Based on the information provided, the VFCS operator shall assess their impact and determine whether to maintain the notification, amend the notified scope, or apply other appropriate measures in accordance with this document.

5.5 Renewal of notification

Before the notification agreement expires, the certification body may request the renewal of the notification if it intends to continue carrying out certification activities. The request for renewal shall be submitted in writing to the VFCS operator. Where there have been changes to the original notification application or the most recent renewal application, the certification body shall provide the relevant updated documentation.

For the purpose of considering the renewal, the VFCS operator shall review the certification body's continued compliance with the notification requirements specified in 4.1, the status and scope of accreditation, the fulfilment of obligations under the notification agreement, and any other relevant information.

During the renewal review, the VFCS operator may request the certification body to update or provide additional information or documentation necessary for the renewal assessment.

Where the renewal is approved, the VFCS operator and the certification body shall either enter into a new notification agreement or execute an addendum extending the validity of the existing notification agreement. The validity period of the notification agreement following renewal shall be determined based on the validity of the accreditation covering the notified scope and shall not exceed five years.

Where the renewal is not approved, the VFCS operator shall notify the certification body of the decision and state the reasons.

5.6 Amendment of the notification agreement

The notification agreement shall be amended where there are changes to the scope of notification, the validity period, the rights and obligations of the parties, or other matters as required by VFCS, PEFC or as mutually agreed by the parties.

Any amendment to the notification agreement shall be made in writing and agreed by both parties.

6 Suspension, reinstatement and withdrawal of notification

6.1 Suspension of notification

The VFCS operator may suspend all or part of the scope of notification of a certification body in any of the following cases:

- a) the certification body no longer satisfies the notification requirements specified in 4.1;
- b) the accreditation status or scope of accreditation has been suspended, reduced, or is no longer corresponds to the notified scope;
- c) the certification body fails to fulfil its obligations under the notification agreement or to comply with the applicable requirements of VFCS, PEFC or other relevant requirements;
- d) the certification body fails to fulfil its obligations relating to reporting, the provision of information or cooperation in surveillance activities as required by the VFCS operator;
- e) there is objective evidence that the certification activities are not conducted in an impartial and independent manner, or do not comply with the applicable requirements;
- f) at the request of PEFC, the accreditation body or a competent authority.

The period of suspension shall be determined by the VFCS operator according to the severity of the nonconformity and shall not exceed 12 months, unless otherwise required by PEFC or a competent authority.

Before suspending a notification, the VFCS operator shall notify the certification body in writing of the reasons for the suspension, the scope of the suspension and the time period allowed for implementing corrective actions, except where the suspension must take immediate effect due to the suspension of the accreditation scope or where immediate suspension is necessary to safeguard the integrity and credibility of the VFCS.

During the period of suspension, the certification body shall not undertake new certification activities within the suspended scope unless otherwise approved by the VFCS operator or required by PEFC.

6.2 Reinstatement of notification

A certification body whose notification has been suspended may request the reinstatement of the notification after the causes of the suspension have been corrected and the notification requirements have again been satisfied.

The certification body shall submit a written request for reinstatement to the VFCS operator, together with evidence demonstrating that the required corrective actions have been completed and that the notification requirements are again satisfied.

For the purpose of considering the reinstatement, the VFCS operator shall review the application, the evidence of corrective actions, and any other relevant information. During the review, the VFCS operator may request the certification body to provide additional information or documentation for clarification.

Where the reinstatement is approved, the VFCS operator shall notify the certification body in writing and update the notification status.

Where the reinstatement is not approved, the VFCS operator shall notify the certification body in writing and state the reasons for the decision.

6.3 Withdrawal of notification

The VFCS operator may withdraw all or part of the notified scope of a certification body in any of the following circumstances:

- a) the certification body fails to correct the causes of the suspension within the specified time period;
- b) the certification body no longer holds an accreditation status or scope of accreditation corresponding to the notified scope;
- c) the certification body ceases certification activities or requests termination of its notification;

- d) the VFCS operator identifies fraudulent conduct, the provision of false or misleading information, or a serious violation of the requirements of VFCS, PEFC or other relevant requirements;
- e) as required by PEFC, the accreditation body or a competent authority.

Before withdrawing a notification, the VFCS operator shall notify the certification body in writing of the reasons for the withdrawal, the scope to be withdrawn, and the effective date of the withdrawal, except the withdrawal must take immediate effect following the withdrawal of the corresponding accreditation scope or as required by PEFC or a competent authority.

From the effective date of the withdrawal, the certification body shall not undertake new certification activities within the withdrawn scope. The VFCS operator shall update the notification status accordingly.

7 Personal data management

7.1 During the receipt and review of applications and the management of notifications, the VFCS operator may collect personal data relating to the contact person of a certification body where general organisational contact information is not available.

The personal data collected may include the contact person's full name, email address, postal address and telephone number.

Such personal data are used for the administration and operation of the VFCS and PEFC systems and may be published on the VFCS and PEFC websites to facilitate public access to information relating to certificates, logo and label licences, the notification status of certification bodies, accreditation status and other relevant information required by VFCS and PEFC.

Where publication of a personal email address is not desired, the certification body should provide a general organisational email address as its contact information.

7.2 Personal data shall remain publicly available for a period of five (5) years after the notification agreement has expired or otherwise ceased to be effective, after which the data shall be deleted in accordance with the applicable requirements.

Upon request by the data subject, PEFC and the VFCS operator shall provide information on the personal data held and shall enable the data subject to exercise the right to access, verify, rectify, update or request the deletion of such personal data in accordance with the applicable requirements. These rights may be exercised by contacting the VFCS operator via the email address published on the VFCS website.

7.3 By signing the notification agreement, the certification body acknowledges and accepts the provisions on personal data management set out in this Clause.

The certification body shall ensure that the contact person and any other individuals whose personal data are included in the notification application are informed that their personal data will be collected, used, retained and published in accordance with this Clause.

8 Transitional provisions

Notification agreements concluded before the effective date of this document shall remain valid until their expiry date and shall not be required to be re-executed.

During the validity of an existing notification agreement, where any of the following circumstances arises, the VFCS operator and the certification body shall execute a new notification agreement in accordance with the template specified in this document to replace the existing agreement:

- a) amendment is required to comply with new requirements of VFCS, PEFC, or applicable legislation;
- b) the parties mutually agree to amend or supplement the agreement;
- c) the notified scope is extended, reduced, renewed, suspended or withdrawn in accordance with this document.

A notification agreement executed in accordance with this Article shall remain valid for the remaining term of the existing agreement or for a period determined based on the validity of the certification body's accreditation covering the notified scope at the time of execution.

Annex A
(informative)
Contents of the application for notification

A.1 General

A certification body applying for notification shall submit a complete application in accordance with this Annex.

All documents included in the application shall be valid at the time of submission and shall be provided in electronic form or as certified copies. The VFCS operator may require the certification body to present the original documents for verification.

Where documents are in a foreign language, the certification body shall provide the documents in English or, where necessary for the review process, accompanied by a Vietnamese or English translation.

A.2 Contents of the application

No	Required document	Initial notification	Change of scope	Renewal	Remarks
1	Application for notification	X	X	X	Template provided in Annex B
2	Legal documents				
-	Documentary evidence of the legal status of the certification body	X	When changes occur	When changes occur	
-	Documentary evidence demonstrating authorization to perform certification activities in Viet Nam in accordance with applicable legislation, including the scope applied for notification	X	When changes occur	When changes occur	
3	Accreditation documents				
-	Accreditation certificate, or equivalent document, showing the accredited scope relevant to the scope applied for notification	X	X	X	
-	List of auditors, reviewers and certification decision-makers relevant to the scope applied for notification	X	X	X	
-	Internal procedures and other documented information relevant to the scope applied for notification	X	When changes occur	When changes occur	

A.3 Additional documents upon request

The VFCS governing body may request the certification body to provide additional information or documentation necessary for the review of applications for initial notification, change of scope or renewal of notification.

Annex B
(informative)
Application form for notification as a certification body

[Logos and information of VFCS governing body]

APPLICATION FORM FOR NOTIFICATION AS A CERTIFICATION BODY

I. INFORMATION ON CERTIFICATION BODY

1. Certification body	
Name of organisation	
Address	
Telephone	
Email	
Website	
Tax identification number	
No. of organisation registration certificate, date of issue and issuing authority	
Name of legal representative	
Position of legal representative	
Name of contactor	
Telephone of contactor	
2. Representative of the certification body in Viet Nam <i>(to be completed by foreign certification bodies only)</i>	
Name of organisation	
Address	
Telephone	
Email	
Website	
Tax identification number	
Registration certificate No., date of issue and issuing authority	
Name of legal representative	
Position of legal representative	

II. SCOPE OF NOTIFICATION APPLIED FOR

- ☐ VFCS/PEFC Sustainable Forest Management certification
- ☐ PEFC Chain of Custody certification
- ☐ Other (specify):

III. SUPPORTING DOCUMENTS

Documents	Yes?
1) Legal documents of the certification body	
– Enterprise Registration Certificate	☐
– Establishment decision or equivalent document	☐
– Enterprise/Branch/Representative Office Registration Certificate in Viet Nam (applicable to foreign certification bodies)	☐
2) Certificate of registration for conformity assessment activities in accordance with the legislation of Viet Nam	☐
3) Accreditation documents	
– Accreditation certificate or equivalent document (<i>specify</i>)	☐
– Competence records of auditors, reviewers and certification decision-makers (<i>e.g. academic qualifications, training certificates, employment contracts</i>)	☐
– Internal procedures and other documented information relating to certification activities within the scope applied for notification	☐

Notes:

- Mark the appropriate box (☒) to indicate that the listed document is enclosed.
- Documents in a foreign language shall be accompanied by an English version or a Vietnamese or English translation.
- Supporting documents shall be submitted as certified copies confirmed by the applicant organization or as scanned copies of the original documents.

IV. LIST OF AUDITORS, REVIEWERS AND CERTIFICATION DECISION-MAKERS

No.	Full name	Year of birth	Qualifications and training certificates*	Summary of assessment experience**
1				
2				
...				

Notes:

- * List the qualifications and training certificates and attach the relevant supporting documents.
- ** Provide the name of the certification body, client, assessment scope (FM/CoC), role in the audit team, assessment date and number of assessment days

V. DECLARATION

I, on behalf of the applicant certification body, hereby declare that:

- I have read and understood the VFCS/PEFC regulations on the notification of certification bodies;
- I am responsible for the accuracy and completeness of all information and documentation submitted as part of this application for notification.

Date:.....

Representative of the applicant certification body

(Signature, full name, title and seal)

Annex C
(informative)
Template for the Notification Agreement

[Logos and information of VFCS governing body]

HỢP ĐỒNG

Chỉ định tổ chức chứng nhận

Mã số: xx/20xx/VFCS-CB

AGREEMENT ON

Notification of certification body

Code: xx/20xx/VFCS-CB

Căn cứ ...

Căn cứ ...

Căn cứ Hồ sơ đăng ký chỉ định hoạt động chứng nhận của ... nộp ngày ... tháng ... năm 20...

Chúng tôi gồm:

Bên chỉ định (sau đây gọi tắt là Bên A):

Tên tổ chức:

Địa chỉ:

Số điện thoại:

Email:

Website:

Mã số thuế:

Người đại diện:

Chức vụ:

Tài khoản số:

Ngân hàng:

Địa chỉ ngân hàng:

Mã Swift:

Bên được chỉ định (sau đây gọi tắt là Bên B):

Tên tổ chức:

Địa chỉ:

Điện thoại liên hệ:

Email:

Website:

Giấy chứng nhận ĐKKD số ... do ... cấp lần ... ngày ...

Tên người đại diện:

Chức vụ:

Tên người liên hệ:

Email:

Pursuant to ...

Pursuant to ...

Pursuant to certification notification registration documents of ... submitted on ...

We include:

Notifying party (hereinafter referred to as Party A):

Organization name:

Address:

Phone number:

Email:

Website:

Tax code:

Representative:

Position:

Account number:

Beneficial Bank:

Bank address:

Swift code:

Notified party (hereinafter referred to as Party B):

Organization name:

Address:

Contact phone number:

Email:

Website:

Business registration license No. ... issued by ... on ...

Representative name:

Position:

Contact person:

Email:

Hai bên cùng thoả thuận ký Hợp đồng này với các nội dung sau:

Điều 1. Phạm vi chỉ định

1.1. Bên A chỉ định Bên B thực hiện hoạt động chứng nhận theo Hệ thống Chứng chỉ rừng Quốc gia (VFCS) trong phạm vi quy định tại **Phụ lục 1**

The two parties mutually agree on the following contents:

Article 1. Notification scope

1.1. Party A notifies Party B to carry out certification activities under the Vietnam Forest Certification Scheme (VFCS) within the scope

– **Phạm vi và hiệu lực chỉ định**, là bộ phận không tách rời của Hợp đồng này.

1.2. Bên B chỉ được thực hiện hoạt động chứng nhận trong phạm vi được công nhận và được Bên A chỉ định.

1.3. Việc thay đổi phạm vi chỉ định được thực hiện theo quy định của Bên A và được xác lập thông qua phụ lục hợp đồng hoặc văn bản sửa đổi, bổ sung.

Điều 2. Quyền và nghĩa vụ của Bên A

2.1. Xem xét, duy trì, thay đổi phạm vi, đình chỉ, khôi phục hoặc thu hồi chỉ định theo quy định của VFCS/PEFC GD 1007.

2.2. Giám sát việc thực hiện hoạt động chứng nhận của Bên B trong phạm vi được chỉ định.

2.3. Yêu cầu Bên B cung cấp hồ sơ, thông tin và báo cáo cần thiết phục vụ hoạt động quản lý, giám sát và công bố thông tin chứng nhận.

2.4. Công bố hoặc cập nhật tình trạng chỉ định của Bên B theo quy định của VFCS, PEFC và VFCC.

2.5. Thu tiền dịch vụ và điều chỉnh mức thu chỉ định khi có những thay đổi về mức thu.

2.6. Công nhận và công bố công khai hoặc cập nhật tình trạng các chứng chỉ do Bên B cấp.

2.7. Công khai thông tin của Bên B trên các website chính thức của Bên A và Hội đồng PEFC (<http://pefc.org>). Thông tin bao gồm cả về các tổ chức khách hàng được Bên B cấp chứng chỉ.

2.8. Thông báo cho Bên B về những thay đổi liên quan tới các quy trình, hướng dẫn thực hiện của hệ thống mà có ảnh hưởng tới Hợp đồng này.

2.9. Tổ chức đào tạo, tập huấn khi có những thay đổi về VFCS.

2.10. Bảo đảm tính bảo mật đối với các thông tin do Bên B cung cấp, trừ trường hợp phải công bố theo quy định hoặc yêu cầu của cơ quan có thẩm quyền, VFCS hoặc PEFC.

Điều 3. Quyền và nghĩa vụ của Bên B

3.1. Thực hiện hoạt động chứng nhận phù hợp với phạm vi được chỉ định và các yêu cầu áp dụng của VFCS, PEFC và pháp luật có liên quan.

3.2. Duy trì tình trạng công nhận và phạm vi công nhận phù hợp với phạm vi được chỉ định.

specified in **Appendix 1 – Notification scope and validity**, which is an integral part of this Agreement.

1.2. Party B may only carry out certification activities within the scope accredited and notified by Party A.

1.3. Modification of the notification scope shall be carried out in accordance with Party A regulations and established through an addendum to the agreement or an amendment/ supplementary document.

Article 2. Rights and obligations of Party A

2.1. Reviewing, maintaining, modifying the scope, suspending, reinstating, or withdrawing notification in accordance with VFCS/PEFC GD 1007.

2.2. Monitoring the performance of the certification activities of Party B within the notified scope.

2.3. Requesting Party B to provide necessary records, information, and reports for the management, monitoring, and publication of certification information.

2.4. Publishing or updating the notification status of Party B in accordance with VFCS, PEFC, and VFCC regulations.

2.5. Collecting notification fees and adjusting the applicable fee rates.

2.6. Recognizing and publishing or updating the status of certificates issued by Party B.

2.7. Publishing the information of Party B on the official websites of Party A and PEFC Council (<http://pefc.org>). Information including about the client organizations issued the certificate by Party B.

2.8. Informing the notified Party B of changes to operating procedures and instructions that affect this Agreement.

2.9. Organizing training when there are changes to VFCS.

2.10. Ensuring the confidentiality of information provided by Party B, except where required to be disclosed by regulations or by competent authorities, VFCS, or PEFC.

Article 3. Rights and obligations of Party B

3.1. Conducting certification activities in accordance with the notified scope and applicable requirements of VFCS, PEFC, and relevant legislation.

3.2. Maintaining accreditation status and scope consistent with the notified scope.

3.3. Thông báo cho Bên A về các thay đổi có thể ảnh hưởng đến phạm vi hoặc hiệu lực chỉ định, bao gồm nhưng không giới hạn ở:

- a) thay đổi tình trạng công nhận hoặc phạm vi công nhận;
- b) thay đổi tư cách pháp lý, tên tổ chức hoặc cơ cấu tổ chức;
- c) các thay đổi có ảnh hưởng đến việc đáp ứng các yêu cầu của VFCS hoặc PEFC.

3.4. Cung cấp đầy đủ, chính xác và đúng thời hạn các thông tin, báo cáo chứng nhận theo yêu cầu của Bên A phục vụ hoạt động quản lý hệ thống và công bố công khai.

3.5. Hướng dẫn và đảm bảo rằng khách hàng có chứng nhận PEFC CoC ký hợp đồng sử dụng logo, nhãn VFCS và PEFC với Bên A.

3.6. Kiểm tra, giám sát việc sử dụng nhãn VFCS và PEFC của các khách hàng được Bên B cấp chứng chỉ.

3.7. Có trách nhiệm thu tiền dịch vụ chứng nhận hằng năm từ các khách hàng được Bên B cấp chứng nhận và nộp cho Bên A. Mức thu theo biểu phí do Bên A ban hành và công khai trên website của Bên A. Biểu phí có thể được thay đổi bởi Bên A trong thời gian có hiệu lực của Hợp đồng này. Bên A sẽ thông báo bằng văn bản cho Bên B bất cứ thay đổi nào về mức phí và sự thay đổi này sẽ có hiệu lực vào ngày đầu tiên của năm tiếp theo.

3.8. Duy trì sự minh bạch, bảo vệ và nâng cao uy tín của VFCS và PEFC.

3.9. Đóng góp vào sự cải tiến và nâng cao chất lượng của VFCS và PEFC.

3.10. Tham gia các cuộc họp, các khóa đào tạo liên quan đến phạm vi chứng nhận theo yêu cầu của Bên A.

Điều 4. Thay đổi phạm vi, đình chỉ, khôi phục và thu hồi chỉ định

4.1. Việc thay đổi phạm vi chỉ định được thực hiện theo quy định tại VFCS/PEFC GD 1007.

4.2. Bên A có thể đình chỉ hoặc thu hồi toàn bộ hoặc một phần phạm vi chỉ định trong các trường hợp quy định tại VFCS/PEFC GD 1007. Trường hợp phạm vi công nhận của Bên B bị đình chỉ hoặc thu hồi, phạm vi chỉ định tương ứng cũng sẽ tự động bị đình chỉ hoặc thu hồi cùng thời điểm.

4.3. Trong thời gian đình chỉ, Bên B không được thực hiện hoạt động chứng nhận mới trong phạm vi bị đình chỉ, trừ trường hợp có quy định khác của Bên A hoặc PEFC.

3.3. Notifying Party A of any changes that may affect the scope or validity of the notification, including but not limited to:

- a) changes in accreditation status or scope;
- b) changes in legal status, organization name, or organizational structure;
- c) changes affecting compliance with VFCS or PEFC requirements.

3.4. Providing complete, accurate, and timely information and certification reports as requested by Party A for system management and public disclosure.

3.5. Guiding and ensuring that clients with PEFC CoC certification to sign VFCS and PEFC trademarks usages and with Party A.

3.6. Inspecting and supervising about VFCS and PEFC trademarks usage of clients issued certificates by Party B.

3.7. Collecting the annual notification fees from the clients certified by Party B and transferring them to Party A. The fee amount shall follow the notification fee schedule issued and publicly disclosed by Party A on the website. The schedule may be revised by Party A during the validity of this Agreement. Party A shall notify Party B in writing of any changes to the fees, and such changes shall take effect on the first day of the following calendar year.

3.8. Maintaining transparency, protecting, and enhancing the reputation of VFCS and PEFC.

3.9. Contributing to the improvement and quality improvement of VFCS and PEFC.

3.10. Participating in meetings and training courses related to the scope of certification at the request of Party A.

Article 4. Modification of the scope, suspension, reinstatement and withdrawal of notification

4.1. Any modification to the scope of notification shall be carried out in accordance with VFCS/PEFC GD 1007.

4.2. Party A may suspend or withdraw all or part of the notification scope in the cases stipulated in VFCS/PEFC GD 1007. Where the Party B's accreditation scope is suspended or withdrawn, the corresponding notification scope shall be automatically suspended or withdrawn with effect from the same date.

4.3. During the suspension period, Party B shall not conduct new certification activities within the suspended scope, unless otherwise stipulated by Party A or PEFC.

4.4. Việc khôi phục chỉ định được xem xét sau khi Bên B thực hiện đầy đủ các hành động khắc phục theo yêu cầu. Trường hợp phạm vi công nhận của Bên B được khôi phục, phạm vi chỉ định tương ứng cũng sẽ tự động được khôi phục cùng thời điểm.

4.5. Bên A không có trách nhiệm hoàn trả các khoản tiền dịch vụ chứng nhận mà Bên B đã nộp theo Hợp đồng này trong trường hợp chỉ định bị đình chỉ hoặc chấm dứt theo Điều này.

4.6. Bên A không có trách nhiệm trả chi phí về tổn thất phát sinh mà Bên B phải gánh chịu do chỉ định bị đình chỉ hoặc bị thu hồi.

Điều 5. Chấm dứt hợp đồng

5.1. Hợp đồng chấm dứt trong các trường hợp sau:

- a) Giấy chứng nhận công nhận hoặc phạm vi công nhận của Bên B đối với toàn bộ phạm vi được chỉ định bị thu hồi, hết hiệu lực hoặc không còn đáp ứng phạm vi được chỉ định;
- b) VFCS không còn được PEFC công nhận hoặc không còn được PEFC ủy quyền quản lý chứng nhận PEFC CoC tại Việt Nam;
- c) Theo thỏa thuận bằng văn bản của các bên;
- d) Một trong hai bên chấm dứt hoạt động hoặc bị giải thể, phá sản theo quy định pháp luật;
- e) Theo quyết định của cơ quan nhà nước có thẩm quyền hoặc theo quy định pháp luật.

5.2. Bên A thực hiện cập nhật tình trạng chỉ định của Bên B trên hệ thống quản lý và công bố thông tin theo quy định của VFCS và PEFC.

5.3. Việc chấm dứt hiệu lực hợp đồng không làm ảnh hưởng đến trách nhiệm của Bên B đối với các chứng chỉ đã cấp và các nghĩa vụ phát sinh trước thời điểm Hợp đồng chấm dứt, trừ trường hợp các bên có thỏa thuận khác hoặc pháp luật có quy định khác.

Điều 6. Công bố, bảo mật thông tin

6.1. Bên B đồng ý được công bố thông tin trên các website của Bên A và PEFC, bao gồm các thông tin dữ liệu chứng nhận và các thông tin khác theo hướng dẫn PEFC GD 1008:2019 và các văn bản thay thế (nếu có).

6.2. Bên B có trách nhiệm gửi báo cáo tóm tắt quá trình chứng nhận quản lý rừng bền vững cho Bên A, tài liệu này sẽ được công bố công khai trên các website của Bên A và PEFC.

4.4. Reinstatement of notification will be considered after Party B has implemented all required corrective actions. Where the Party B's accreditation scope is reinstated, the corresponding notification scope shall also be automatically reinstated with effect from the same date.

4.5. Party A shall not be obliged to refund the annual notification fee paid by Party B under this Agreement in the event that the notification is suspended or terminated pursuant to this Article.

4.6. Party A shall not be liable for any loss, damage, cost or expense incurred by Party B as a result of the suspension or withdrawal of the notification.

Article 5. Termination of Agreement

5.1. This Agreement shall terminate in any of the following circumstances:

- a) Party B's accreditation certificate or scope of accreditation covering the entire scope of notification is withdrawn, expires, or no longer corresponds to the notified scope;
- b) VFCS is no longer endorsed by PEFC, or no longer authorized by PEFC to administer the PEFC scheme in Viet Nam;
- c) By written agreement of both parties;
- d) Either party ceases its operations or is dissolved or declared bankrupt in accordance with applicable laws;
- e) Pursuant to a decision of a competent authority or as otherwise required by applicable laws.

5.2. Upon termination of this Agreement, Party A shall update Party B's designation status in the relevant management systems and public information in accordance with the requirements of VFCS and PEFC.

5.3. The termination of this Agreement shall not affect Party B's responsibilities in relation to certificates already issued or obligations arising prior to the effective date of termination, unless otherwise agreed by the Parties or required by applicable laws.

Article 6. Information treatment

6.1. Party B agrees to publish information on the websites of Party A and PEFC, including certification data information and other information according to PEFC GD 1008:2019 and alternative documents (if any).

6.2. Party B is responsible for submitting a summary report on the certification of sustainable forest management to Party A, which will be publicly available on the websites of Party A and PEFC.

6.3. Bên B có trách nhiệm thông báo cho cá nhân, tổ chức được cấp chứng nhận toàn bộ các thông tin mà Bên B cung cấp cho Bên A. Các thông tin này (ngoại trừ doanh thu của các cá nhân, tổ chức sở hữu chứng chỉ) sẽ được công bố rộng rãi trên các website của Bên A và PEFC.

6.4. Thông qua quá trình xem xét hồ sơ chỉ định, Bên A có thể thu thập một số dữ liệu cá nhân về nhân viên của Bên B khi thông tin liên hệ chung không có sẵn. Dữ liệu cá nhân được thu thập bao gồm: tên đầy đủ của người liên hệ, email, địa chỉ và số điện thoại. Thông tin này cần thiết cho các hoạt động bình thường của VFCS và PEFC. Chúng được công khai trên các website của Bên A và PEFC. Những dữ liệu này là không thể thiếu để đảm bảo hoạt động của PEFC và VFCS chẳng hạn như để theo dõi hiệu lực của giấy phép sử dụng logo, nhãn VFCS và PEFC, các sản phẩm được chứng nhận, bởi người tiêu dùng và bên thứ ba.

6.5. Dữ liệu cá nhân được lưu giữ công khai trong thời hạn năm (5) năm sau khi kết thúc hiệu lực của hợp đồng chỉ định, sau đó sẽ bị xóa. Theo yêu cầu, PEFC và Bên A có thể cung cấp cho nhân viên của Bên B thông tin về dữ liệu cá nhân mà PEFC và Bên A nắm giữ. Họ sẽ có quyền truy cập hoặc xác minh dữ liệu cá nhân của mình và có quyền sửa đổi, chuyển giao, sửa chữa hoặc xóa chúng bất kỳ lúc nào. Các quyền này có thể được thực hiện bằng cách liên hệ với Bên A thông qua email.

6.6. Bên B phải nộp để công khai bản tóm tắt báo cáo đánh giá (tiếng Việt và tiếng Anh) trên các website của Bên A và PEFC. Bản tóm tắt báo cáo đánh giá là báo cáo đánh giá lược đi các thông tin về khách hàng không được công bố công khai.

6.7. Khi ký vào hợp đồng chỉ định, Bên B được coi là đồng ý với điều khoản quản lý thông tin này.

6.8. Các thông tin được đăng tải trên các website của VFCS và PEFC nêu tại hợp đồng này vẫn được duy trì ngay cả khi Hợp đồng này hết hiệu lực và hai bên không còn hợp tác.

Điều 7. Kinh phí và phương thức thanh toán

7.1. Bên B phải thực hiện nghĩa vụ tài chính liên quan đến hoạt động chỉ định theo quy định hiện hành của Bên A.

7.2. Hình thức, thời hạn và phương thức thanh toán theo quy định do Bên A ban hành và thông báo bằng văn bản.

Điều 8. Giải quyết tranh chấp

8.1. Hợp đồng này dựa trên pháp luật của Việt Nam. Khi có tranh chấp phát sinh, bản tiếng Việt

6.3. Party B is responsible for notifying certified clients all information provided to Party A. This information (except for the turnover of individuals and organizations holding certificates) will be publicly announced on the websites of Party A and PEFC.

6.4. Through the notification record reviewing process, Party A can collect specific personal data about Party B's employees when general contact information is unavailable. Personal data collected includes the full name, email, address, and phone number of the contact person. This information is necessary for the operation of VFCS and PEFC. They are publicly available on the websites Party A and PEFC. These data are indispensable to ensure the operation of PEFC and VFCS, such as supervising the validity of licenses VFCS/PEFC trademarks usage and certified products by consumers and third party.

6.5. Personal data is kept publicly for five years after the expiration of the notification agreement, after which it will be deleted. On request, PEFC and Party A may provide Party B's employees with information about the personal data held by PEFC and Party A. They will have the right to access or verify their data and have the right to modify, transfer, correct, or delete them. These rights can be exercised by contacting Party A via email.

6.6. Party B must publicize the assessment report summary (in Vietnamese and English) on websites of Party A and PEFC. This report is a summarized version which excludes confidential client information.

6.7. By signing the notification agreement, Party B is deemed to agree to this information management provision.

6.8. The information posted on VFCS and PEFC websites referred to this Agreement will still be maintained even after this Agreement expires and the two parties no longer cooperate.

Article 7. Fees and payment methods

7.1. Party B shall fulfill its financial obligations related to the notified activities in accordance with Party A's current regulations.

7.2. The form, term, and method of payment shall be as stipulated and notified in writing by Party A.

Article 8. Dispute resolution

8.1. This Agreement is in accordance with the laws of Vietnam. When a dispute arises, the

của hợp đồng sẽ là bản gốc để đối chiếu và giải quyết tranh chấp.

8.2. Hai bên cam kết thực hiện đúng và đầy đủ những điều khoản đã ghi thỏa thuận trong hợp đồng. Trong quá trình thực hiện nếu có sự thay đổi hai bên sẽ thông báo cho nhau và cùng nhau bàn bạc giải quyết để thực hiện tốt hợp đồng. Trường hợp hai bên không tự giải quyết được bất đồng thì sẽ đưa vấn đề ra phân xử theo pháp luật hiện hành. Quyết định của tòa án là quyết định cuối cùng và phải được các bên tuân theo. Án phí sẽ do bên thua kiện trả, trừ phi có sự thỏa thuận của hai bên.

8.3. Bất kỳ tranh chấp nào phát sinh từ Hợp đồng này sẽ được tòa án Việt Nam giải quyết theo quy định hiện hành.

8.4. Bên B có trách nhiệm cùng Bên A và VAFS xây dựng và duy trì VFCS. Trong trường hợp hợp đồng giữa VAFS và PEFC bị vô hiệu hóa, hết hiệu lực hoặc bị đình chỉ vì bất cứ lý do nào, Bên A và VAFS không chịu trách nhiệm nếu có tổn thất cho Bên B và các khách hàng của Bên B.

Điều 9. Ngày có hiệu lực và thời hạn của hợp đồng

9.1. Hợp đồng này có hiệu lực kể từ ngày hai bên ký và có thời hạn đến ngày .../.../....., trừ trường hợp chấm dứt trước thời hạn theo quy định tại Điều 5 của Hợp đồng này.

9.2. Hợp đồng này được lập thành 04 bản có giá trị pháp lý như nhau, mỗi bên giữ 02 bản để thực hiện.

Ngày tháng năm 20
ĐẠI DIỆN BÊN A
REPRESENTATIVE OF PARTY A
(Ký và đóng dấu/Sign and stamp)

Vietnamese version of the agreement will be the original for comparison and dispute resolution.

8.2. The two parties commit to strictly and fully implement the terms agreed in the agreement. During the implementation process, if there is a change, the two parties will notify each other and discuss together to resolve the agreement for good performance. If the two parties cannot resolve the dispute by themselves, the matter will be brought to arbitration according to current law. The court decision is final and must be followed by the parties. Court fees will be paid by the losing party unless otherwise agreed by both parties.

8.3. Vietnamese courts will resolve any disputes arising from this Agreement in accordance with current regulations.

8.4. Party B is responsible for working with Party A and VAFS to build and maintain VFCS. If the agreement between VAFS and PEFC is invalidated, expired, or suspended, Party A and VAFS are not responsible if there is a loss for Party B and Party B's clients.

Article 9. Effective date and term of the agreement

9.1. This Agreement shall enter into force the date of its execution by both parties and shall remain valid until .../.../....., unless terminated earlier in accordance with Article 5 of this Agreement.

9.3. This Agreement is made into four originals of equal legal validity, with each party keeps two copies for implementation.

Date: dd/mm/yyyy
ĐẠI DIỆN BÊN B
REPRESENTATIVE OF PARTY B
(Ký và đóng dấu/Sign and stamp)

PHỤ LỤC 1
PHẠM VI VÀ HIỆU LỰC CHỈ ĐỊNH

*(Kèm theo Hợp đồng chỉ định
tổ chức chứng nhận số .../20.../VFCS-CB)*

APPENDIX 1
NOTIFICATION SCOPE AND VALIDITY

*(Attached to the Agreement on notification of
certification body No. .../20.../VFCS-CB)*

Bên A chỉ định Bên B thực hiện hoạt động chứng nhận theo Hệ thống Chứng chỉ rừng Quốc gia (VFCS) trong các phạm vi sau:

Party A notifies Party B to carry out certification activities under the Vietnam Forest Certification Scheme (VFCS) in the following areas:

STT/ No.	Loại chứng nhận/ Type of certification	Tiêu chuẩn áp dụng/ Applicable standard(s)	Số công nhận/ Accreditation No.	Hiệu lực chỉ định/ Validity of notification	Ghi chú/ Notes

Phạm vi địa lý của chỉ định/ Geographical scope of notification:

Quy định áp dụng:

- 1) Bên B chỉ được thực hiện hoạt động chứng nhận trong phạm vi được công nhận và được chỉ định tại Phụ lục này.
- 2) Trường hợp phạm vi công nhận bị thay đổi, đình chỉ, thu hẹp, hết hiệu lực hoặc bị thu hồi, phạm vi chỉ định tương ứng được điều chỉnh phù hợp.
- 3) Việc mở rộng, thu hẹp hoặc sửa đổi phạm vi chỉ định được thực hiện thông qua phụ lục sửa đổi, bổ sung của Hợp đồng.
- 4) Phụ lục này là bộ phận không tách rời của Hợp đồng chỉ định tổ chức chứng nhận.

Applicable provisions:

- 1) Party B shall only conduct certification activities within the scope accreditation and designation specified in this Appendix.
- 2) If the accreditation scope is modified, suspended, reduced, expires, or withdrawn, the corresponding scope of notification shall be adjusted accordingly.
- 3) Any expansion, reduction, or amendment to the scope of notification shall be made through an amendment appendix to the Agreement.
- 4) This Appendix is an integral part of the Agreement on notification of certification body.

Annex D
(informative)
Template for certification registration information

[Logos and information of VFCS governing body]

CERTIFICATE REGISTRATION INFORMATION FORM

*(Form for submission of certificate information
for publication in the VFCS/PEFC public database and registration systems)*

Certificate number	
Reporting date (dd/mm/yyyy)	

1. Contact details

1. Certified organization name (uppercase)			
2. Organisation's representative			
3. Address	Street, No.		
	Province/City	Zip	
	Country		
4. Telephone		5. Fax	
6. E-mail		7. Website	
8. Contact person	Name		
	Telephone	E-mail	
9. Activity (select only one)		☐ Administrative of office (non-producing) ☐ Furniture ☐ Pulp, paper & packaging ☐ Association/cooperation of producers ☐ Natural rubber ☐ Retailers / End-users ☐ Administrative/cooperative of forest owners/managers ☐ Non-wood products ☐ Sawmill ☐ Construction ☐ Others ☐ Textile ☐ Biofuel and Energy ☐ Printing ☐ Wood procurement ☐ Forest owner/manager ☐ Publishing ☐ Wood trader	

2. Certificate information

10. Certification body name	
11. Certificate number	
12. Subcertificate number (if applicable)	
13. Certificate type	☐ Individual ☐ Multisite ☐ Producer group ☐ Owner group ☐ Project
14. Certificate issuance date (DD/MM/YYYY)	
15. Certificate expiry date (DD/MM/YYYY)	
16. Certificate scope	

3. Details of certified forests (for FM certification only)

Forest/ location name	Country	Province/ City	Forest type	Species (scientific name)	Area (ha)	Center (longitude & latitude)
			☐ Forest ☐ Forest plantation ☐ TOF			
			☐ Forest ☐ Forest plantation ☐ TOF			

4. Certified product information (for CoC certification only)

Product categories*	PEFC EUDR Compliant	CoC method(s) (can select more than one)	PEFC claim(s) (can select more than one)	Recycled (select only one)	Product ownership (select 'All' or 'Sites' and list the sites)
	☐	☐ Physical separation ☐ Percentage based ☐ Credit method	☐ X% PEFC certified ☐ PEFC controlled sources ☐ 100% PEFC Origin	☐ No information ☐ Contains recycled material ☐ Does not contains recycled material	☐ All ☐ Sites: ...

* See the [PEFC page for codes of product categories](#).

5. Details of members/sites (for multisite/group certification only)

Name of members/sites	Address (street, province/city, country, zip)	Contact person (name, tel., email)	Activity (enter one of the options in item 9)

6. Audit history

Type of audit	Date of audit (dd/mm/yyyy)	Date of report (dd/mm/yyyy)	Auditor(s)	Certified area (ha) (only for FM)	Turnover for the last year* (in VND) (only for CoC)	Discription of Changes (if any)
Main audit						
Surveillance audit 1						
Surveillance audit 2						
Surveillance audit 3						
Surveillance audit 4						

* Turnover of certified entity. If MULTISITE, total turnover of all certified members/sites.