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**Procedure for PEFC Notification of Certification Bodies Operating
Forest Management System or Chain of Custody Certification**



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Operating Forest Management System or Chain of Custody
Certification

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1. Objectives

This procedure describes the requirements for PEFC notification of certification bodies operating forest management system or chain of custody certification under the Malaysian Timber Certification Scheme (MTCS) in Malaysia.

2. Scope

This procedure covers the PEFC notification by MTCC of certification bodies providing certification for the *Malaysian Criteria and Indicators for Forest Management Certification* [MC&I(Natural Forest)] and MC&I(Forest Plantations)] or subsequent editions of these standards or PEFC International Standard PEFC ST 2002:2013, *Chain of Custody of Forest Based Products-Requirements*.

As MTCC is the PEFC National Governing Body (NGB) in Malaysia in which the certification body is providing PEFC recognised certification, the certification body shall apply to MTCC to obtain the PEFC notification using the application form as shown in **Appendix I**.

3. Conditions for PEFC Notification

The certification body applying for PEFC notification for operating forest management system under the MTCS from MTCC shall:

- be a legal entity, such as a company, business or society, within Malaysia;
- agree to be listed on the publicly available MTCC [[http://www.mtcc.com my](http://www.mtcc.com.my)] and PEFC Council [<http://register.pefc.org/>] Internet-based databases with information that will include the certification body's identification data and/or other data as specified in the *Internal Rules for the PEFC Registration System*¹;
- have a valid accreditation certificate issued by the Department of Standards Malaysia ("STANDARDS MALAYSIA"), Malaysia's national accreditation body.

The accreditation shall be issued against the MS ISO/IEC 17021:2011 (*Conformity assessment – Requirements for bodies providing audit and certification of management systems*) and the scope of the accreditation shall explicitly include the *Malaysian Criteria and Indicators for Forest Management Certification* [MC&I(Natural Forest) and/or MC&I(Forest Plantations)]

- be prepared to sign a PEFC Notification Agreement for operating forest management system (**Appendix II**) with MTCC; and
- ensure that its client organisation has applied for or entered into a *Logo Usage Licence Agreement*² with MTCC for the use of the PEFC Logo.

¹ MTCC is to provide data in accordance with the specifications of content and format outlined in the PEFC Council's *Internal Rules for the PEFC Registration System [GLI4-2003]*

² Issuance of PEFC Logo Usage Licenses by MTCC (LG6/2014)

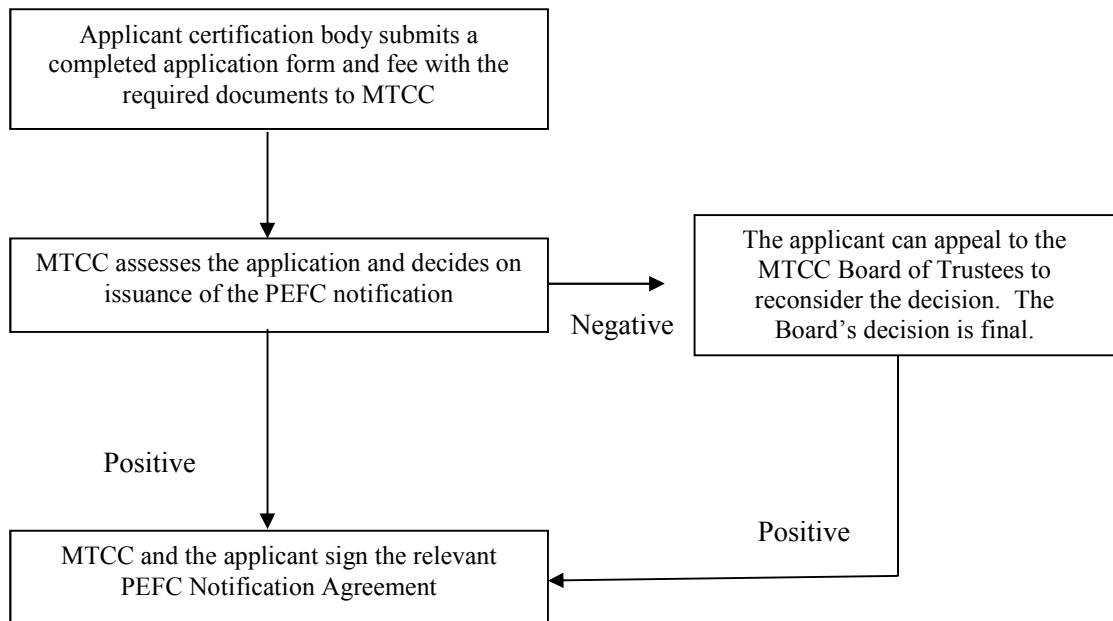
The certification body applying for PEFC notification for operating chain of custody certification under the MTCS from MTCC shall:

- be a legal entity, such as a company, business or society, within Malaysia; and/or if outside Malaysia, be a legal entity in the country concerned;
- agree to be listed on the publicly available MTCC [[http://www.mtcc.com my](http://www.mtcc.com.my)] and PEFC Council [<http://register.pefc.org/>] Internet-based databases with information that will include the certification body's identification data and/or other data as specified in the *Internal Rules for the PEFC Registration System*³;
- for certification body within Malaysia, have a valid accreditation certificate issued by the Department of Standards Malaysia ("STANDARDS MALAYSIA"), Malaysia's national accreditation body that is signatory of the Multilateral Recognition Arrangement (MLA) for product certification of the International Accreditation Forum (IAF);
- for certification body outside Malaysia, have a valid accreditation certificate issued by accreditation bodies that are signatories of the Multilateral Recognition Arrangement (MLA) for product certification of IAF or IAF's Regional Accreditation Groups such as European co-operation for Accreditation (EA), Interamerican Accreditation Cooperation (IAAC), Pacific Accreditation Cooperation (PAC) and Southern African Development Community in Accreditation (SADCA);
- the accreditation certificate shall be issued against the ISO/IEC 17065:2012, *Conformity assessment – Requirements for Bodies Certifying Products, Processes and Services*, and the scope of the accreditation shall explicitly include the PEFC ST 2002:2013, or subsequent editions of PEFC ST 2002:2013;
- be prepared to sign a PEFC Notification Agreement for operating chain of custody certification (**Appendix III**) with MTCC; and
- ensure that its client organisation has applied for or entered into a *Logo Usage Licence Agreement*⁴ with MTCC for the use of the PEFC Logo .

³ MTCC is to provide data in accordance with the specifications of content and format outlined in the PEFC Council's *Internal Rules for the PEFC Registration System [GLI4-2003]*

⁴ Issuance of PEFC Logo Usage Licenses by MTCC (LG6/2014)

4. PEFC Notification Issuance Procedures



5. Obligations of the PEFC Notified Certification Body

The PEFC notified certification body operating forest management system shall:

- carry out forest management system certification to the MC&I(Natural Forest) and/or MC&I(Forest Plantations) within Malaysia which is within the scope of the valid accreditation;
- inform MTCC about any changes in its accreditation status, the scope of which covers forest management system and/or chain of custody certification;
- provide MTCC, without undue delay, information on every forest management system certificate that the PEFC notified certification body issues to a client organisation covered by the PEFC notification and/or information on any changes to currently issued certificates. The range of data is specified by MTCC;
- pay MTCC the annual PEFC notification fee for every forest management system certificate when invoiced by MTCC. The amount of the fees is specified in *Appendix IV, PEFC Notification Fee Schedule* and can be changed by MTCC Board of Trustees during the validity of the *Agreement*. Any change to the *Agreement* between MTCC and the PEFC notified certification body resulting from a change in the rates will take effect the year following that in which MTCC has informed the PEFC notified certification body, in writing, of the change; and
- ensure that its client organisation has applied for or entered into a *Logo Usage Licence Agreement* with MTCC.

The PEFC notified certification body operating chain of custody certification shall:

- carry out chain of custody certification to PEFC ST 2002:2013 within Malaysia which is within the scope of the valid accreditation;
- inform MTCC about any changes in its accreditation status, the scope of which covers chain of custody certification;
- provide MTCC, without undue delay, information on every chain of custody certificate that the PEFC notified certification body issues to a client organisation covered by the PEFC notification and/or information on any changes to currently issued certificates. The range of data is specified by MTCC;
- pay MTCC the annual PEFC notification fee for every chain of custody certificate when invoiced by MTCC. The amount of the fees is specified in *Appendix IV, PEFC Notification Fee Schedule* and can be changed by MTCC Board of Trustees during the validity of the *Agreement*. Any change to the *Agreement* between MTCC and the PEFC notified certification body resulting from a change in the rates will take effect the year following that in which MTCC has informed the PEFC notified certification body, in writing, of the change; and
- ensure that its client organisation has applied for or entered into a *Logo Usage Licence Agreement* with MTCC.

6. Validity of PEFC Notification

MTCC acknowledges that the period of validity of a certification body's accreditation from the relevant accreditation body may not have an expiry date, only a commencement date, or it may be for a defined period with an expiry date, although accreditations are subject to periodic audits.

The PEFC notification shall be valid for the period of the validity of the certification body's accreditation.

The PEFC notification can be suspended by MTCC if the certification body is suspected of violations of the PEFC Notification Agreement (see conditions in **Appendices II and III**). If, after investigation, the suspicion is proven to be founded, the PEFC notification can be cancelled by MTCC.

Application for PEFC Notification

I. Applicant's Identification Data

Organisation name			
Company number			
Organisation's representative			
Address	No. Street		
	City	Post Code	
	Country		
Contact person			
Telephone		Fax	
E-mail		Http	

II. Information and Documents for Application Processing

Accreditation number/expiry date of validity	
Accreditation body name	
Documents required for the Application Processing:	
<input type="checkbox"/>	Copy of the accreditation attestation issued against MS ISO/IEC 17021:2011 and which scope explicitly covers certification against MC&I(Natural Forest) and/or MC&I(Forest Plantations)
<input type="checkbox"/>	Copy of the accreditation attestation issued against ISO/IEC 17065:2012 and which scope explicitly covers certification against the PEFC ST 2002:2013

III. Self-Declaration

I hereby confirm that:

- I have read the Malaysian Timber Certification Council's procedure document NCB 5/2014 and the PEFC Notification Agreement concerning MTCS and PEFC certification and PEFC notification and accept them; and
- the data included in this application is complete and truthful.

Signature of applicant's representative
(*person named in Section I*)

[Name]

Application Processing Form

(To be completed by MTCC)

I. Application Processing

		Date	Signature
Date application received	<input type="checkbox"/> Yes		
Fulfilment of the MTCS and PEFC requirements	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Agreements completed by MTCC and sent to the applicant	<input type="checkbox"/> Yes		
Signed agreements returned by the applicant	<input type="checkbox"/> Yes		
Agreement signed by MTCC and returned to applicant	<input type="checkbox"/> Yes		

II. PEFC Notification Fee Paid by CB to MTCC

Year	Amount (RM)	Payment Date	Signature

III. Application Appeal Process

		Date	Signature
Appeal received	<input type="checkbox"/> Yes		
Appeal processed with decision	<input type="checkbox"/> Positive <input type="checkbox"/> Negative		

IV. Suspension and Termination of the PEFC Notification

Statutes of Decision	Date	Penalty

**PEFC Notification Agreement
for Certification Body Operating Forest Management System**

between

- 1) **Malaysian Timber Certification Council** (Company No: 471002M), having its registered office at: C-08-05, Block C, Megan Avenue II, No. 12, Jalan Yap Kwan Seng, 50450 Kuala Lumpur, Malaysia. (hereafter referred to as “MTCC”)

and

- 2) *Name, address of registered office and company number of the certification body (hereafter the ‘Notified Certification Body’)*

Recitals:

Whereas MTCC is a company limited by guarantee incorporated under the laws of Malaysia which is principally involved in establishing and operating a timber certification scheme in Malaysia and MTCC is the governing body of the Malaysian Timber Certification Scheme (MTCS) and is the owner of the MTCC logo and MTCS claims;

Whereas Programme for the Endorsement of Forest Certification schemes (hereafter the “PEFC”) is an independent, non-profit non-governmental organisation which promotes sustainably managed forests worldwide through third party certification and is the owner of the PEFC Logo and PEFC claims;

Whereas MTCC is a member of the PEFC Council and has been duly appointed by PEFC Council as the National Governing Body in Malaysia, and the MTCS is a PEFC Council endorsed national scheme and further that MTCC has an agreement with the PEFC Council to provide the PEFC Logo and PEFC claims in Malaysia;

Whereas (*name of the Notified Certification Body*) is a PEFC Notified Certification Body operating forest management system which is recognised by MTCC and the PEFC Council;

Whereas the PEFC Notified Certification Body is to be granted a PEFC notification and will be allowed to issue the MTCS and PEFC recognised forest management certificates to organisations which are registered in Malaysia within the scope of a valid accreditation from Department of Standards Malaysia (STANDARDS MALAYSIA), subject to the following terms and conditions contained herein;

Terms of Agreement

The Parties agree that the following terms and conditions shall apply to the notification of the Certification Body:

Article 1: Definitions

1. *Malaysian Criteria and Indicators for Forest Management Certification* [MC&I(Natural Forest) and MC&I(Forest Plantations)]

These are the standards under the MTCS which define the requirements for certification of sustainable forest management for natural forests and forest plantations. MC&I(Natural Forest) and MC&I(Forest Plantations) form part of the agreement documentation and are accessible at <http://www.mtcc.com.my/certification-standards>. MC&I(Natural Forest) and MC&I(Forest Plantations) are valid as at the date hereof and as may be from time to time revised through consultations coordinated by MTCC.

2. *Conformity assessment – Requirements for bodies providing audit and certification of management systems*

This is MS ISO/IEC 17021:2011 of the STANDARDS MALAYSIA forest management system certification accreditation programme, which forms part of the agreement documentation and is available online at http://www.standardsmalaysia.gov.my/index_2.htm. MS ISO/IEC 17021:2011 is valid as at the date hereof and as may be from time to time revised by the STANDARDS MALAYSIA.

Article 2: Responsibilities of the PEFC Notified Certification Body

The PEFC Notified Certification Body is obliged to:

1. As a Malaysian certification body, have and keep valid accreditation issued in compliance with MS ISO/IEC 17021:2011 of the STANDARDS MALAYSIA forest management system certification accreditation programme, and to inform MTCC immediately about any changes in the accreditation status of the Notified Certification Body.

The PEFC Notified Certification Body must provide, at the beginning of each year as well as each time it is so requested, updated evidence that it meets the requirements of valid accreditation from STANDARDS MALAYSIA.

2. Carry out the forest management system certification against the MC&I(Natural Forest) and/or MC&I(Forest Plantations) within Malaysia which is within the scope of the accreditation.
3. Provide MTCC immediately and truthfully with information on the issuance of a forest management system, as the case may be, to an organisation in Malaysia covered by the PEFC notification and/or inform of any changes to already issued certificates within the range of data as specified by MTCC.

4. pay MTCC the annual PEFC notification fee for every forest management system certificate when invoiced by MTCC. The amount of the fees is specified in *Appendix IV, PEFC Notification Fee Schedule* and can be changed by MTCC Board of Trustees during the validity of the *Agreement*. Any change to the *Agreement* between MTCC and the PEFC notified certification body resulting from a change in the rates will take effect the year following that in which MTCC has informed the PEFC notified certification body, in writing, of the change
5. Ensure that its client organisation has applied for or entered into a *Logo Usage Licence Agreement*⁵ with MTCC for the use of the PEFC Logo.
6. Agree to be listed on the publicly available MTCC [www.mtcc.com.my] and PEFC Council [<http://register.pefc.cz/>] Internet databases including the certification body's identification data and/or other data as specified in the *Internal Rules for the PEFC Registration System*.

Article 3: Responsibilities of MTCC and the PEFC Council

1. MTCC and the PEFC Council recognise the accredited certificates issued by the PEFC Notified Certification Body in compliance with this Notification Agreement.
2. MTCC provides organisations holding forest management system with access to the PEFC Logo, which is registered in Malaysia as Trade Mark nos. 03000463-469, under a *Logo Usage Licence Agreement* subject to the conditions and fees specified within and as prescribed by MTCC.
3. MTCC will agree to list on the publicly available MTCC [<http://www.mtcc.com.my>] and PEFC Council [<http://register.pefc.cz/>] Internet-based databases, information that will include the client organisation's identification data and/or other data in relation to its certification after the client organisation has applied for or entered into a *Logo Usage Licence Agreement*.
4. MTCC is obliged to inform the PEFC Notified Certification Body of any changes to the MTCC and/or PEFC Council regulations and documentation which affect this Notification Agreement.

Article 4: Termination

1. MTCC as well as the PEFC Notified Certification Body may terminate the Notification Agreement with three months prior notice by a registered letter.
2. MTCC may suspend the Notification Agreement with immediate effect if there are reasons to believe that any provision of the PEFC Notification Agreement is not being adhered to.
3. Withdrawal, suspension or the end of the validity of the PEFC Notified Certification Body's accreditation will result in automatic termination of this Notification Agreement with effect on the same date as the withdrawal, suspension or the end of the validity of the PEFC Notified Certification Body's accreditation.

⁵ Issuance of PEFC Logo Usage Licenses by MTCC (LG5/2013)

4. No PEFC Notification Fee is refunded to the PEFC notified certification body in case of temporary suspension or termination of the *Agreement* according to the Article 4.
5. MTCC and the PEFC Council are not obliged to pay compensation for any costs, expenses, loss or other damages which any temporary suspension or termination causes to the PEFC Notified Certification Body.

Article 5: Validity of the Agreement

The terms of the Notification Agreement come into effect when it has been signed by both parties and shall remain valid for the period of the validity of the certification body's accreditation.

Article 6: Governing Law – Jurisdiction

This Notification Agreement shall be governed by the laws of Malaysia. The Parties submit to the exclusive jurisdiction of the courts in the Federal Territory of Kuala Lumpur.

Signed in duplicate

In Kuala Lumpur on DD.MM.YYYY

In on DD.MM.YYYY

For and on behalf of the
Malaysian Timber Certification Council

[*Name*]
Chief Executive Officer

For and on behalf of the
Notified Certification Body

[*Name*]
[*Position*]

**PEFC Notification Agreement
for Certification Body operating Chain of Custody Certification**

between

- 1) **Malaysian Timber Certification Council** (Company No: 471002M), having its registered office at: C-08-05, Block C, Megan Avenue II, No. 12, Jalan Yap Kwan Seng, 50450 Kuala Lumpur, Malaysia. (hereafter referred to as “MTCC”)

and

- 2) *Name, address of registered office and company number of the certification body (hereafter the ‘Notified Certification Body’)*

Recitals:

Whereas MTCC is a company limited by guarantee incorporated under the laws of Malaysia which is principally involved in establishing and operating a timber certification scheme in Malaysia and MTCC is the governing body of the Malaysian Timber Certification Scheme (MTCS) and is the owner of the MTCC logo and MTCS claims;

Whereas Programme for the Endorsement of Forest Certification schemes (hereafter the “PEFC”) is an independent, non-profit non-governmental organisation which promotes sustainably managed forests worldwide through third party certification and is the owner of the PEFC Logo and PEFC claims;

Whereas MTCC is a member of the PEFC Council and has been duly appointed by PEFC Council as the National Governing Body in Malaysia, and the MTCS is a PEFC Council endorsed national scheme and further that MTCC has an agreement with the PEFC Council to provide the PEFC Logo and PEFC claims in Malaysia;

Whereas (*name of the Notified Certification Body*) is a PEFC Notified Certification Body operating chain of custody certification which is recognised by MTCC and the PEFC Council;

Whereas the PEFC Notified Certification Body is to be granted a PEFC notification and will be allowed to issue the MTCS and PEFC recognised chain of custody certificates to organisations which are registered in Malaysia within the scope of a valid accreditation from Department of Standards Malaysia (STANDARDS MALAYSIA) or a valid accreditation certificate issued by accreditation bodies that are signatories of the Multilateral Recognition Arrangement (MLA) for product certification of IAF or IAF’s Regional Accreditation Groups such as European co-operation for Accreditation (EA), Interamerican Accreditation Cooperation (IAAC), Pacific Accreditation Cooperation (PAC) and Southern African Development Community in Accreditation (SADCA), subject to the following terms and conditions contained herein;

Terms of Agreement

The Parties agree that the following terms and conditions shall apply to the notification of the Certification Body:

Article 1: Definitions

1. *Chain of Custody of Forest Based Products–Requirements* (PEFC ST 2002:2013)

This is the standard under the MTCS which defines the requirements for chain of custody certification. PEFC ST 2002:2013 forms part of the agreement documentation and is accessible at <http://www.pefc.org/internet/html/documentation>. PEFC ST 2002:2013 is valid as at the date hereof and as may be from time to time revised by the PEFC Council.

2. *Conformity assessment – Requirements for bodies certifying products, processes and services*

This is *ISO/IEC 17065:2012 – Conformity Assessment Requirements for Bodies Certifying Products, Processes and Services* that sets out criteria for bodies operating certification of products, processes and services. This document can be obtained from ISO, national standard organisations or the IAF.

3. *General requirements for bodies operating product certification systems*

This is *PEFC ST 2003: 2012 Requirements for Certification Bodies Operating Certification against the PEFC International Chain of Custody Standard*, which forms part of the contractual documentation. PEFC 2003: 2012 can be altered or replaced with another document by the PEFC Council.

Article 2: Responsibilities of the PEFC Notified Certification Body

The PEFC Notified Certification Body is obliged to:

1. Have and keep valid accreditation issued in compliance with PEFC ST 2003:2012, and to inform MTCC immediately about any changes in the accreditation status of the Notified Certification Body.

The PEFC Notified Certification Body must provide, at the beginning of each year as well as each time it is so requested, updated evidence that it meets the requirements of valid accreditation.

2. Carry out the chain of custody certification against the PEFC ST 2002:2013 *Chain of Custody of Forest Based Products-Requirements* within Malaysia which is within the scope of the accreditation.
3. Provide MTCC immediately and truthfully with information on the issuance of chain of custody certificate, as the case may be, to an organisation in Malaysia covered by the PEFC notification and/or inform of any changes to already issued certificates within the range of data as specified by MTCC.

4. Pay MTCC the annual PEFC notification fee for every chain of custody certificate when invoiced by MTCC. The amount of the fees is specified in *Appendix IV, PEFC Notification Fee Schedule* and can be changed by MTCC Board of Trustees during the validity of the *Agreement*. Any change to the *Agreement* between MTCC and the PEFC notified certification body resulting from a change in the rates will take effect the year following that in which MTCC has informed the PEFC notified certification body, in writing, of the change
5. Ensure that its client organisation has applied for or entered into a *Logo Usage Licence Agreement*⁶ with MTCC for the use of the PEFC Logo.
6. Agree to be listed on the publicly available MTCC [www.mtcc.com.my] and PEFC Council [<http://register.pefc.cz/>] Internet databases including the certification body's identification data and/or other data as specified in the *Internal Rules for the PEFC Registration System*.

Article 3: Responsibilities of MTCC and the PEFC Council

1. MTCC and the PEFC Council recognise the accredited certificates issued by the PEFC Notified Certification Body in compliance with this Notification Agreement.
2. MTCC provides organisations holding chain of custody certificate with access to the PEFC Logo, which is registered in Malaysia as Trade Mark nos. 03000463-469, under a *Logo Usage Licence Agreement* subject to the conditions and fees specified within and as prescribed by MTCC.
3. MTCC will agree to list on the publicly available MTCC [<http://www.mtcc.com.my>] and PEFC Council [<http://register.pefc.cz/>] Internet-based databases, information that will include the client organisation's identification data and/or other data in relation to its certification after the client organisation has applied for or entered into a *Logo Usage Licence Agreement*.
4. MTCC is obliged to inform the PEFC Notified Certification Body of any changes to the MTCC and/or PEFC Council regulations and documentation which affect this Notification Agreement.

Article 4: Termination

1. MTCC as well as the PEFC Notified Certification Body may terminate the Notification Agreement with three months prior notice by a registered letter.
2. MTCC may suspend the Notification Agreement with immediate effect if there are reasons to believe that any provision of the PEFC Notification Agreement is not being adhered to.
3. Withdrawal, suspension or the end of the validity of the PEFC Notified Certification Body's accreditation will result in automatic termination of this Notification Agreement with effect on the same date as the withdrawal, suspension or the end of the validity of the PEFC Notified Certification Body's accreditation.
4. No PEFC Notification Fee is refunded to the PEFC notified certification body in case of temporary suspension or termination of the contract according to the Article 4.

⁶ Issuance of PEFC Logo Usage Licenses by MTCC (LG6/2014)

5. MTCC and the PEFC Council are not obliged to pay compensation for any costs, expenses, loss or other damages which any temporary suspension or termination causes to the PEFC Notified Certification Body.

Article 5: Validity of the Agreement

The terms of the Notification Agreement come into effect when it has been signed by both parties and shall remain valid for the period of the validity of the certification body's accreditation.

Article 6: Governing Law – Jurisdiction

This Notification Agreement shall be governed by the laws of Malaysia. The Parties submit to the exclusive jurisdiction of the courts in the Federal Territory of Kuala Lumpur.

Signed in duplicate

In Kuala Lumpur on DD.MM.YYYY

In on DD.MM.YYYY

For and on behalf of the
Malaysian Timber Certification Council

For and on behalf of the
Notified Certification Body

[Name]
Chief Executive Officer

[Name]
[Position]

PEFC Notification Fee Schedule

Notification fees for the PEFC certificate holders are set out below:

Notification Category	Subset	PEFC Notification Fee (RM)
Forest Management Certificates	Natural Forest and Forest Plantations	RM 0.018 per ha of certified forest
CoC Certificates	Based on annual total turnover (RM):	
	Up to 5 Million	300.00
	Over 5 Million and up to 20 Million	500.00
	Over 20 Million and up to 50 Million	750.00
	Over 50 Million and up to 100 Million	1,000.00
	Over 100 Million	2,000.00

In the case of multi-site certification, the multi-site organisation's turnover is calculated as a sum of turnover of sites covered by the multi-site organisation and covered by the application.