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(Second Edition)

Procedure for Issuance of PEFC Trademarks by MTCC



Malaysian Timber Certification Council

C-8-5, Block C, Megan Avenue 2

No.12, Jalan Yap Kwan Seng

50450, Kuala Lumpur, Malaysia

Tel: +60 (0)3 2161 2298, Fax: +60 (0)03 2161 2293

E-mail: info@mtcc.com.my, Web: www.mtcc.com.my

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The official language of the document is in English. When there is inconsistency between language translations, the English version of the document is the reference.

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GLOSSARY

COC	Chain of custody, which relates to the supply chain extending between timber production from forests and end users of wood products manufactured from timber harvested from these forests.
FM	Forest management, which encompasses all activities involved in the establishment or regeneration of forests, silvicultural tending and other management for a range of forest values, and harvesting of forest products.
IAF member	An accreditation body from a country that is a member of the International Accreditation Forum Inc. For further information, refer: www.iaf.nu
MC&I SFM	<i>Malaysian Criteria and Indicators for Sustainable Forest Management Certification</i> (MC&I SFM) or subsequent versions of these standards. For further information, refer: www.mtcc.com.my/certification-standards
MTCC	Malaysian Timber Certification Council
MTCS	Malaysian Timber Certification Scheme, which is based on the forest management and chain of custody standards used by MTCC in conjunction with accreditation programmes and independent third-party certification. For further information, refer: www.mtcc.com.my
PEFC	The Programme for the Endorsement of Forest Certification For further information, refer: www.pefc.org
PEFC ST 2001:2020	PEFC Trademarks Rules – Requirements
PEFC ST 2002:2020	The PEFC Chain of Custody Standard <i>Chain of Custody for Forest and Tree Based Products - Requirements</i> or subsequent versions of PEFC ST 2002:2020. For further information, refer: www.pefc.org
STANDARDS MALAYSIA	Department of Standards Malaysia, the national accreditation body in Malaysia. For further information, refer: www.dsm.gov.my

1. INTRODUCTION

- 1.1 The Malaysian Timber Certification Scheme (MTCS) has been endorsed by *the Programme for the Endorsement of Forest Certification Schemes* (PEFC) as conforming to its certification standards for forest management and chain of custody for timber products. This endorsement confers mutual recognition with other endorsed PEFC national schemes and provides the mutual recognition framework that establishes MTCC recognition of those endorsed schemes as substantively equivalent to the MTCS. The PEFC's mutual recognition framework enables companies with MTCS certification for their forest management and timber products to use the PEFC trademarks and related claims in their marketing and communications with stakeholders provided that they are a licensed user under the requirements of this document.
- 1.2 The Malaysian Timber Certification Council (MTCC) is the National Governing Body of the PEFC in Malaysia, and is authorised to administer and to assure the protection of ownership rights for the usage of the PEFC Trademarks in Malaysia on the basis of certification under the MTCS as a mutually recognised forest certification scheme under the PEFC system. It is also tasked with ensuring transparent and credible communication of claims connected with PEFC certification to avoid any misunderstanding or miscommunication.
- 1.3 This document is designed to provide the authoritative basis for MTCC in managing the use of the PEFC Trademarks, which is a registered Trade Mark nos. 03000463-469 in Malaysia, and to guide certified organisations and individuals seeking to use the PEFC Trademarks.

2. OBJECTIVE

This procedure describes the requirements for the issuance of PEFC Trademarks licence to certified organisation under the MTCS and other Malaysian-based operations.

3. SCOPE OF DOCUMENT

- 3.1 This document establishes the rules and guidelines for the application and use of the PEFC Trademarks and its related claims, and is developed based on the following documents:
- a) PEFC GD 1005:2020 *Issuance of PEFC trademarks usage licences by the PEFC Council*; and
 - b) PEFC ST 2002:2020 *Chain of Custody of Forest and Tree Based Products – Requirements*.
- 3.2 Additionally, the applicants for PEFC Trademarks shall comply with the PEFC requirements as stipulated in PEFC ST 2001:2020 *PEFC Trademarks Rules – Requirements*.

4. CONDITIONS FOR THE ISSUANCE OF PEFFC TRADEMARKS LICENCE

4.1 General conditions

The entity applying for PEFC Trademarks from MTCC shall:

- a) be a legal entity, such as a company, business or society within Malaysia; and,
- b) agree to be listed on the publicly available MTCC (<http://www.mtcc.com.my>) and PEFC (<http://www.pefc.org>) internet-based databases with information that will include the certification entity's identification data and/or other data as specified by the PEFC Information and Registration System.

4.2 Special conditions based on PEFC Trademarks Users Classification

4.2.1 Three groups of Trademarks Users are identified. These user groups comprise both certificate holders and also non-certificate holders. MTCC issues PEFC Trademarks licences in Malaysia on behalf of the PEFC to the following user groups:

4.2.1.1 Group B: Entities certified against a PEFC endorsed sustainable forest management (SFM) standard

- a) Certified forest owners and managers with PEFC endorsed sustainable forest management (SFM) certificates and all eligible entities participating in a region or group with PEFC recognised certificate. The following entities are covered by group B:
 - holders of a regional certificate
 - holders of a group certificate (group of forest owners)
 - individual forest owners (as holders of individual certificate or members in regional or group certification)
 - other entities participating in the regional or group forest certification (e.g. contractors)
- b) Sign the PEFC Trademarks Licence Agreement with MTCC (**Appendix I**)

4.2.1.2 Group C: Entities certified against the PEFC International Chain of Custody standard endorsed by PEFC

- a) Certified forest related industries with PEFC endorsed chain of custody (CoC) certificates, including sites covered by PEFC recognised CoC certificates. The following entities are covered by group C:
 - wood procurement organisations
 - wood manufacturers and wood processing industries
 - wood traders
 - distributors, retailers, etc.
- b) Holder of a multi-site chain of custody certification which central office is located in Malaysia can apply for multi-licence covering the whole or part of the scope of the multi-site certification provided that:
 - the central office and the sites are a part of a single legal entity, or
 - the central office and the sites are a part of a single company with a single management and organisational structure
- c) Sign the PEFC Trademarks Licence Agreement with MTCC (**Appendix II**)

4.2.1.3 Group D: Other Users

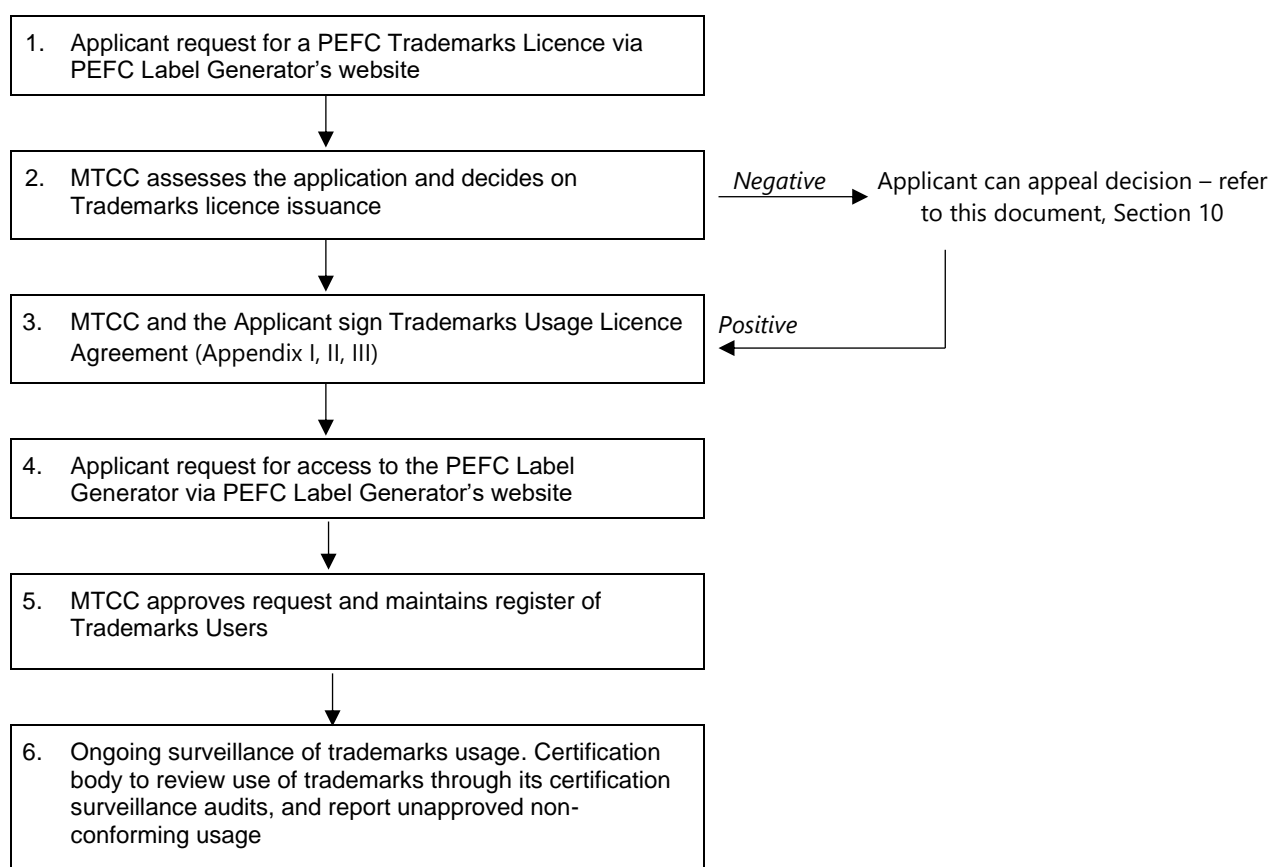
- a) Organisations and other entities other than those classified under PEFC Trademarks User Groups B and C which are using the PEFC Trademarks for promotional and does not conflict with the objectives and good name of PEFC
- b) Sign the PEFC Trademarks Licence Agreement with MTCC (**Appendix III**)

5. PEFC TRADEMARKS LICENCE AGREEMENTS

5.1 Process for Issuing Trademarks Licences

- 5.1.1 Figure 1 provides the process involved in obtaining trademarks usage approval and the issuance of licence for the use of PEFC Trademarks in Malaysia.

Figure 1: Trademarks Usage Licence Issuance Process
Issuance procedure



Note 1: For user Group B and Group C, procedure starts at **No. (3)**. For user Group D, procedure starts at **No. (1)**.

- 5.1.2 A company, organisation or individual has to obtain an official licence from MTCC before printing, publishing or otherwise using the PEFC Trademarks and its related claims regardless of the trademarks usage group or trademarks usage alternative (off- or on-product usage). Organisations shall apply for a PEFC trademarks usage licence directly on the PEFC Label Generator's website.
- 5.1.3 MTCC reviews the application to determine whether the applicant has delivered all the required documents for scrutiny and fulfil the following predetermined PEFC requirements on the Trademarks usage and reproduction:

5.2 Trademarks Usage Licence Agreement

- 5.2.1 If trademarks usage is approved, MTCC prepares a Trademarks Usage Licence Agreement (**Appendix I, II, III**) for the applicant. The Licence Agreement enters into force when both parties sign the agreement.
- 5.2.2 If the application for trademarks usage is declined, MTCC must provide reasons for the negative decision to allow the applicant the opportunity to provide further information in support of the application or to appeal the decision. In the case of an appeal, Section 10 describes the procedures to be followed in dealing with the appeal.
- 5.2.3 Upon the signing of the Licence Agreement, applicant may request for access to the PEFC Label Generator. MTCC will provide approval to generate the trademarks using the PEFC Label Generator system.
- 5.2.4 MTCC will maintain contact with the trademarks user's designated contact to ensure trademarks usage is carried out according to the requirements contained in the PEFC ST 2001:2020, or subsequent editions of this standard.

6. SUSPENSION OF TRADEMARKS USAGE LICENCE

MTCC reserves the right to suspend the trademarks usage licence if the trademarks user is suspected of misusing the trademarks or not complying with all the rules and requirements of the MTCS. If, after investigation, the suspicion is proven to be founded, the trademarks usage licence will be cancelled.

7. VALIDITY OF LICENCES

- 7.1 MTCC issues the Trademarks usage licence for the following time periods according to the user groups:
- a) **User group B**: validity of the PEFC forest management certificate
 - b) **User group C**: validity of the PEFC chain of custody certificate
 - c) **User group D**: validity of the agreement

8. PEFC TRADEMARKS USAGE WITHOUT LICENCE NUMBER

- 8.1 The usage of the PEFC Trademarks without licence number is not allowed in principle. However, MTCC can allow the usage of the PEFC Trademarks without the licence number in exceptional cases based on application made on the PEFC Label Generator's website. for off-product usage only where the placement of the licence number is not possible (e.g. small promotional materials).
- 8.2 The decision of MTCC shall be made by the Chief Executive Officer on behalf of MTCC and is valid only for the applied exemption and the applicant shall send the MTCC an example of the promotional material covered by the exemption.

9. ONE-OFF USE OF THE PEFC TRADEMARKS

- 9.1 MTCC may allow a one-off usage of PEFC trademarks for off-products purposes to users without an individual licence (e.g. newspapers, reports, publications, etc) under the following conditions:
- a) the use shall not conflict the objectives and good name of the MTCC and PEFC Council
 - b) the PEFC Trademarks shall be used with the MTCC registration number (PEFC/34-01-01)
 - c) the disclaimer "Reproduced with the permission of the MTCC" shall be used
- 9.2 The application for the one-off use of the PEFC Trademarks shall be made on the PEFC Label Generator's website.

10. DISPUTE SETTLEMENT

MTCC provides an arrangement for an independent Dispute Resolution Committee that meets on an ad hoc basis and takes care of those complaints and appeals arising from scheme implementation or certification procedure that cannot be addressed in the dispute settlement procedures of the relevant accredited certification body or accreditation body. MTCC provides guidance on such complaints and appeals in MTCS GD 3003:2021 *Dispute Resolution Procedures* document which is available on the MTCC website. Disputes related to matters covered in this document will be dealt with in accordance with the procedure in MTCS GD 3003:2021.

11. REGISTRATION AND CODING SYSTEM

11.1 Register of Trademarks Users

- 11.1.1 A register of licensed PEFC Trademarks Users has to be kept in an electronic format.
- 11.1.2 MTCC, in issuing licences on behalf of the PEFC Council, is responsible for keeping an up-to-date register of:

- a) Forest management certificate holders; and
- b) Chain of custody certificate holders.

- 11.1.3 The range of minimum data elements to be kept by MTCC is set by the PEFC Information and Registration System. The registration of certificate holders and trademarks users can only be done in agreement with the forest owner, organisation or company being recorded, and has to be in compliance with effective regulations regarding the security of individual data in information systems.

11.2 Coding System

A trademarks usage registration coding system has been developed to support a register of trademark usage licences consistent with the PEFC Trademarks usage coding system. PEFC Trademarks usage licence numbers shall be issued by MTCC as per the coding system set out in Section 7 of GLI 4/2007 *Internal Rules for the PEFC Registration System*. The PEFC Trademarks coding system is specified in **Appendix IV**.

11.3 Monitoring and Reporting

- 11.3.1 PEFC Trademarks usage is subject to monitoring carried out by PEFC notified certification bodies and MTCC.
- 11.3.2 MTCC will provide periodic report summaries, based on its electronic registers, on its web site of the number of forest management and chain of custody certificate holders and Trademarks Users by user group and type of trademarks usage (on- or off-product).

PEFC TRADEMARKS USAGE LICENCE AGREEMENT
user group B: Sustainable Forest Management (SFM) certified entities

between

- 1) **Malaysian Timber Certification Council** (Company No.: 471002M), having its registered office at: C-8-5, Block C, Megan Avenue 2, No. 12, Jalan Yap Kwan Seng, 50450 Kuala Lumpur, Malaysia. (hereafter "MTCC")

and

- 2) **[Name, address and Company No of the Trademarks User]** (hereinafter the "Trademarks User")

Recitals:

1. 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. MTCC is the national governing body of the Malaysian Timber Certification Scheme (MTCS) and is the owner of the MTCC Logo and MTCS claims.
2. 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 Trademarks: the PEFC logo and the PEFC initials.
3. Whereas MTCC is a member of the PEFC Council and has been duly appointed by the 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 Trademarks and PEFC Claims in Malaysia.
4. [The name of the Trademarks User] is a trademarks user under the Trademarks User Group B: Sustainable Forest Management (SFM) certified entity, as defined in MTCS GD 3001:2021 *Procedure for Issuance of PEFC Trademarks by MTCC*.
5. Whereas each of the organisations mentioned as trademarks users are jointly and severally liable for the fulfilment of any and all rights and obligations of this Agreement. If one of the organisations does not fulfil a requirement and/or the Agreement is suspended or terminated for one of the participating organisations, the Agreement shall be suspended or terminated for all the organisations defined as trademarks users.
6. MTCC has been granted, under licence from the PEFC Council, the right to licence the use of the PEFC Trademarks which is registered Trade Mark nos. 03000463-469 in Malaysia.

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

the PEFC logo;



and the PEFC initials.

8. Whereas the trademarks user is to be granted a licence for the use of the PEFC trademarks with the licence number **PEFC/34-23-...** and to be allowed to use the PEFC trademarks for off-product usage according to PEFC ST 2001, *Trademarks Rules - Requirements* and to this Agreement;

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

Article 1: Normative references

1. These normative references form part of the Agreement and are found on the MTCC website:

MTCS GD 3001:2021 *Procedure for Issuance of PEFC Trademarks by MTCC*

MTCS 10/2020 *The Malaysian Timber Certification Scheme (MTCS) and Its Implementation Arrangement*

PEFC ST 2001, *Trademarks Rules – Requirements*

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

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

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

1. Off-product usage

The use of the PEFC trademarks, other than on-product usage, that is not referring to a specific product or the origin of raw material in a PEFC certified forest.

2. On-product usage

The use of the PEFC trademarks in reference to the PEFC certified material of a product or that can be perceived or understood by buyers or the public as referring to PEFC certified material. On-product usage can be direct (when the PEFC trademarks are placed on tangible products) or indirect (the trademarks refer to tangible products although they are not placed directly on the product).

Article 3: Ownership of the PEFC trademarks

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

Article 4: Responsibilities of the trademarks user

1. The trademarks user is obliged to use the PEFC trademarks in accordance with PEFC ST 2001, *Trademarks Rules – Requirements*, as stated now and as may be amended by the PEFC Council from time to time.
2. The trademarks user is responsible for keeping itself informed and adapt its usage to any changes to this standard conducted by the PEFC Council.
3. The trademarks user is obliged to inform MTCC immediately and truthfully on any changes concerning the trademarks user's identification data and certification status.
4. The trademarks user certified against a recognised PEFC forest management standard may have to provide, on MTCC's request, a list of all the off-product usage of the PEFC trademarks.

Article 5: Responsibilities of MTCC

1. MTCC is obliged to inform the trademarks user on any changes to the MTCC and PEFC Council regulations and documentation concerning the PEFC trademarks use which affect this Agreement to the latest known email address(es). If the trademarks user does not accept the modification, the trademarks user can terminate the Agreement, as per article 7, clause 1.
2. MTCC shall provide the trademarks user with access to the PEFC Label Generator within two (2) weeks following the signature of the Agreement by both parties.

Article 6: Penalty

1. MTCC may impose a contractual penalty of a Ringgit Malaysia (RM) amount being one-fifth the market value of the products to which the unauthorised trademarks use relates, unless the trademarks user proves that such unauthorised use was unintentional. In the latter case the penalty will be limited to RM15,000 (Ringgit Malaysia fifteen thousand).

2. MTCC has the right to alter the amount of penalty demanded for use of the PEFC trademarks in contravention of the Agreement. The change shall come into effect in the Agreement between MTCC and the trademarks user ninety (90) days after the former has informed the latter, in writing, of the change.

Article 7: Agreement Termination

1. Either party may terminate the contract Agreement with three (3) months prior notice by email to the latest known email address.
2. MTCC may revoke the Agreement temporarily with immediate effect while a suspicion of contravention of the Agreement or the PEFC ST 2001, *Trademarks Rules - Requirements* is being investigated.
3. In case of detection of misuse or suspicion of misuse of the PEFC trademarks, MTCC shall send the trademarks user a written request for an explanation and a notification of the temporary revocation of the Agreement by email to the latest email address(es) in possession of MTCC. The trademarks user has (have) two (2) weeks from the date the email was sent to confirm receipt and provide explanation to MTCC. The temporary revocation shall remain in effect for a maximum period of one (1) month after the trademarks user has (have) provided an explanation concerning the suspected misuse to MTCC, which will examine the matter. If the misuse is confirmed, the temporary revocation will be expanded for another period of three (3) months. During these three (3) months, the trademarks user shall implement corrective measures to resolve the misuse. After these three (3) months, MTCC will examine the corrective measures implemented and the result and may either reverse a decision on the temporary revocation of the Agreement, or may decide to terminate definitively the trademarks usage Agreement. In both cases, MTCC shall notify the trademarks user of its decision in writing.
4. As part of the investigation of suspicion, MTCC reserves the right to carry out (by itself or to commission a third party to act on its behalf) an on-site inspection of the trademarks user's operations, if it has received a complaint by a third party or if MTCC has reasons to believe that the Agreement is being contravened. The trademarks user shall bear responsibility for the costs of said inspection and any other detrimental effects.
5. MTCC may revoke the contract temporarily with immediate effect where there is a suspicion of misuse of the sustainable forest management certification by the trademarks user investigated by the certification body. The suspension will last until the certification body has finished its investigation. If the certification body decides to keep the trademarks user certified, the trademarks usage contract will be reinstated. On the contrary, this trademarks usage contract will be terminated on the same date as the certificate.
6. MTCC may terminate the contract with immediate effect if there are reasons to believe that any of the terms of the contract or the PEFC ST 2001, *Trademarks Rules – Requirements* in its valid version are not being adhered to; or the trademarks user may be bringing PEFC to disrepute.

7. Withdrawal or termination of the validity of the PEFC recognised forest management certificate will result in automatic withdrawal or termination of this PEFC trademarks usage contract with effect on the same date as the termination of the forest management certificate.
8. Suspension of the PEFC recognised forest management certificate will result in automatic suspension of this contract with effect on the same date as the suspension of the validity of the forest management certificate, until the suspension is lifted. If the suspension is lifted and the forest management certificate is valid again, this contract will be valid again on the same date as the certificate. If the suspension turns into a termination or withdrawal of the certificate, this contract will be automatically terminated from the same date of termination or withdrawal of the certificate.
9. MTCC is not obliged to pay compensation for any costs or other damages which the temporary revocation or termination causes to the trademarks user.

Article 8: Data treatment

1. In order to issue a PEFC trademarks usage licence, MTCC may collect some personal data on the trademarks user. The personal data collected include: full name of the contact person, email address and telephone number. This information is necessary for the normal operations of the Malaysian Timber Certification Scheme (MTCS). They are made publicly available on the PEFC websites (PEFC Council website and MTCC website), and PEFC may share them with third parties limited to and exclusively for certification purposes. These data are indispensable to ensure the MTCS operations, such as to trace validity of PEFC trademarks usage licences and certified products by consumers, and third parties.
2. Personal data on the trademarks user are kept public for a duration of five (5) years after the end of the PEFC trademarks usage licence validity. Data will then be stored in an in-house database in order to keep track of the licences. Upon request, MTCC may provide the trademarks user with information about the personal data it holds. The trademarks user has (have) the right to access or verify its (their) personal data and to have them modified, corrected or deleted at any time. If the trademarks user would like to exercise one of these data protection rights, he/she can contact MTCC at info@mtcc.com.my.
3. By the signature of this Agreement the trademarks user agrees to this data treatment procedure. In case the trademarks user does (do) not want this information to be publicly available, the licence shall be cancelled.

Article 9: Validity of the Agreement

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

Article 10: Applicable law and place of jurisdiction

1. This Agreement shall be governed by the laws of Malaysia.
2. Any disputes arising out of this agreement shall be finally and exclusively settled by the courts of the Federal Territory of Malaysia.

Signed in duplicate.

In Kuala Lumpur on

In on

.....
For and on behalf of the
Malaysian Timber Certification Council

.....
For and on behalf of the
.....

Name:
Designation:

Name:
Designation:

PEFC TRADEMARKS USAGE LICENCE AGREEMENT
user group C: Chain of Custody Certified Entities

between

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and the PEFC initials.

8. Whereas the trademarks user is to be granted a licence for the use of the PEFC trademarks with the licence number **PEFC/34-...** and to be allowed to use the PEFC trademarks for on-product and off-product usage according to PEFC ST 2001, *Trademarks Rules - Requirements* and to this Agreement;

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The use of the PEFC trademarks, other than on-product usage, that is not referring to a specific product or the origin of raw material in a PEFC certified forest.

2. On-product usage

The use of the PEFC trademarks in reference to the PEFC certified material of a product or that can be perceived or understood by buyers or the public as referring to PEFC certified material. On-product usage can be direct (when the PEFC trademarks are placed on tangible products) or indirect (the trademarks refer to tangible products although they are not placed directly on the product).

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

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trademarks user proves that such unauthorised use was unintentional. In the latter case the penalty will be limited to RM15,000 (Ringgit Malaysia fifteen thousand).

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Article 7: Agreement Termination

1. Either party may terminate the contract Agreement with three (3) months prior notice by email to the latest known email address.
2. MTCC may revoke the Agreement temporarily with immediate effect while a suspicion of contravention of the Agreement or the PEFC ST 2001, *Trademarks Rules - Requirements* is being investigated.
3. In case of detection of misuse or suspicion of misuse of the PEFC trademarks, MTCC shall send the trademarks user a written request for an explanation and a notification of the temporary revocation of the Agreement by email to the latest email address(es) in possession of MTCC. The trademarks user has (have) two (2) weeks from the date the email was sent to confirm receipt and provide explanation to MTCC. The temporary revocation shall remain in effect for a maximum period of one (1) month after the trademarks user has (have) provided an explanation concerning the suspected misuse to MTCC, which will examine the matter. If the misuse is confirmed, the temporary revocation will be expanded for another period of three (3) months. During these three (3) months, the trademarks user shall implement corrective measures to resolve the misuse. After these three (3) months, MTCC will examine the corrective measures implemented and the result and may either reverse a decision on the temporary revocation of the Agreement, or may decide to terminate definitively the trademarks usage Agreement. In both cases, MTCC shall notify the trademarks user of its decision in writing.
4. As part of the investigation of suspicion, MTCC reserves the right to carry out (by itself or to commission a third party to act on its behalf) an on-site inspection of the trademarks user's operations, if it has received a complaint by a third party or if MTCC has reasons to believe that the Agreement is being contravened. The trademarks user shall bear responsibility for the costs of said inspection and any other detrimental effects.
5. MTCC may revoke the contract temporarily with immediate effect where there is a suspicion of misuse of the chain of custody certification by the trademarks user investigated by the certification body. The suspension will last until the certification body has finished its investigation. If the certification body decides to keep the trademarks user certified, the trademarks usage contract will be reinstated. On the contrary, this trademarks usage contract will be terminated on the same date as the certificate.

6. MTCC may terminate the contract with immediate effect if there are reasons to believe that any of the terms of the contract or the PEFC ST 2001, *Trademarks Rules – Requirements* in its valid version are not being adhered to; or the trademarks user may be bringing PEFC to disrepute.
7. Withdrawal or termination of the validity of the PEFC recognised chain of custody certificate will result in automatic withdrawal or termination of this PEFC trademarks usage contract with effect on the same date as the termination of the chain of custody certificate.
8. Suspension of the PEFC recognised chain of custody certificate will result in automatic suspension of this contract with effect on the same date as the suspension of the validity of the chain of custody certificate, until the suspension is lifted. If the suspension is lifted and the chain of custody certificate is valid again, this contract will be valid again on the same date as the certificate. If the suspension turns into a termination or withdrawal of the certificate, this contract will be automatically terminated from the same date of termination or withdrawal of the certificate.
9. MTCC is not obliged to pay compensation for any costs or other damages which the temporary revocation or termination causes to the trademarks user.

Article 8: Data treatment

1. In order to issue a PEFC trademarks usage licence, MTCC may collect some personal data on the trademarks user. The personal data collected include: full name of the contact person, email address and telephone number. This information is necessary for the normal operations of the Malaysian Timber Certification Scheme (MTCS). They are made publicly available on the PEFC websites (PEFC Council website and MTCC website), and PEFC may share them with third parties limited to and exclusively for certification purposes. These data are indispensable to ensure the MTCS operations, such as to trace validity of PEFC trademarks usage licences and certified products by consumers, and third parties.
2. Personal data on the trademarks user are kept public for a duration of five (5) years after the end of the PEFC trademarks usage licence validity. Data will then be stored in an in-house database in order to keep track of the licences. Upon request, MTCC may provide the trademarks user with information about the personal data it holds. The trademarks user has (have) the right to access or verify its (their) personal data and to have them modified, corrected or deleted at any time. If the trademarks user would like to exercise one of these data protection rights, he/she can contact MTCC at info@mtcc.com.my.
3. By the signature of this Agreement the trademarks user agrees to this data treatment procedure. In case the trademarks user does (do) not want this information to be publicly available, the licence shall be cancelled.

Article 9: Validity of the Agreement

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

Article 10: Applicable law and place of jurisdiction

1. This Agreement shall be governed by the laws of Malaysia.
2. Any disputes arising out of this agreement shall be finally and exclusively settled by the courts of the Federal Territory of Malaysia.

Signed in duplicate.

In Kuala Lumpur on

In on

.....
For and on behalf of the
Malaysian Timber Certification Council

.....
For and on behalf of the
.....

Name:
Designation:

Name:
Designation:

PEFC TRADEMARKS USAGE LICENCE AGREEMENT
user Group D: Other Users

between

- 1) **Malaysian Timber Certification Council** (Company No.: 471002M), having its registered office at: C-8-5, Block C, Megan Avenue 2, No. 12, Jalan Yap Kwan Seng, 50450 Kuala Lumpur, Malaysia. (hereafter "MTCC")

and

- 2) **[Name, address and Company No of the Trademarks User]** (hereinafter the "Trademarks User")

Recitals:

1. 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. MTCC is the national governing body of the Malaysian Timber Certification Scheme (MTCS) and is the owner of the MTCC Logo and MTCS claims.
2. 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 Trademarks: the PEFC logo and the PEFC initials.
3. Whereas MTCC is a member of the PEFC Council and has been duly appointed by the 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 Trademarks and PEFC Claims in Malaysia.
4. [The name of the Trademarks User] is a trademarks user under the Trademarks User Group D: Other users, as defined in MTCS GD 3001:2021 *Procedure for Issuance of PEFC Trademarks by MTCC*.
5. Whereas each of the organisations mentioned as trademarks users are jointly and severally liable for the fulfilment of any and all rights and obligations of this Agreement. If one of the organisations does not fulfil a requirement and/or the Agreement is suspended or terminated for one of the participating organisations, the Agreement shall be suspended or terminated for all the organisations defined as trademarks users.
6. MTCC has been granted, under licence from the PEFC Council, the right to licence the use of the PEFC Trademarks which is registered Trade Mark nos. 03000463-469 in Malaysia.
7. Whereas the PEFC Council is the owner of, and has the copyright on, the registered PEFC trademarks:

the PEFC logo;



and the PEFC initials.

8. Whereas the trademarks user is to be granted a licence for the use of the PEFC trademarks with the licence number **PEFC/34-44-...** and to be allowed to use the PEFC trademarks for off-product usage according to PEFC ST 2001, *Trademarks Rules - Requirements* and to this Agreement;

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

Article 1: Normative references

1. These normative references form part of the Agreement and are found on the MTCC website:

MTCS GD 3001:2021 Procedure for Issuance of PEFC Trademarks by MTCC

MTCS 10/2020 The Malaysian Timber Certification Scheme (MTCS) and Its Implementation Arrangement

PEFC ST 2001, Trademarks Rules – Requirements

PEFC GD 1005, Issuance of PEFC trademarks usage licences by the PEFC Council
2. These normative references are valid as stated now and as may be from time to time altered by the MTCC and/or PEFC Council.

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

1. Off-product usage

The use of the PEFC trademarks, other than on-product usage, that is not referring to a specific product or the origin of raw material in a PEFC certified forest.
2. On-product usage

The use of the PEFC trademarks in reference to the PEFC certified material of a product or that can be perceived or understood by buyers or the public as referring to PEFC certified material. On-product usage can be direct (when the PEFC trademarks are placed on tangible products) or

indirect (the trademarks refer to tangible products although they are not placed directly on the product).

Article 3: Ownership of the PEFC trademarks

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

Article 4: Responsibilities of the trademarks user

1. The trademarks user is obliged to use the PEFC trademarks in accordance with PEFC ST 2001, *Trademarks Rules – Requirements*, as stated now and as may be amended by the PEFC Council from time to time.
2. The trademarks user is responsible for keeping itself (themselves) informed and adapt its (their) usage to any changes to this standard conducted by the PEFC Council.
3. The trademarks user is obliged to inform MTCC immediately and truthfully on any changes concerning the trademarks user's identification data.
4. The trademarks user may have to provide, on MTCC's request, a list of all the off-product usage of the PEFC trademarks.

Article 5: Responsibilities of MTCC

1. MTCC is obliged to inform the trademarks user on any changes to the MTCC and PEFC Council regulations and documentation concerning the PEFC trademarks use which affect this Agreement to the latest known email address(es). If the trademarks user does (do) not accept the modification, the trademarks user can terminate the Agreement, as per article 7, clause 1.
2. MTCC shall provide the trademarks user with access to the PEFC Label Generator within two (2) weeks following the signature of the Agreement by both parties.

Article 6: Penalty

1. MTCC may impose a contractual penalty of a Ringgit Malaysia (RM) amount being one-fifth the market value of the products to which the unauthorised trademarks use relates, unless the trademarks user proves that such unauthorised use was unintentional. In the latter case the penalty will be limited to RM15,000 (Ringgit Malaysia fifteen thousand).
2. MTCC has the right to alter the amount of penalty demanded for use of the PEFC trademarks in contravention of the Agreement. The change shall come into effect in the Agreement between MTCC and the trademarks user ninety (90) days after the former has informed the latter, in writing, of the change.

Article 7: Agreement Termination

1. Either party may terminate the contract Agreement with three (3) months prior notice by email to the latest known email address.
2. MTCC may revoke the Agreement temporarily with immediate effect while a suspicion of contravention of the Agreement or the PEFC ST 2001, *Trademarks Rules - Requirements* is being investigated.
3. In case of detection of misuse or suspicion of misuse of the PEFC trademarks, MTCC shall send the trademarks user a written request for an explanation and a notification of the temporary revocation of the Agreement by email to the latest email address(es) in possession of MTCC. The trademarks user has (have) two (2) weeks from the date the email was sent to confirm receipt and provide explanation to MTCC. The temporary revocation shall remain in effect for a maximum period of one (1) month after the trademarks user has (have) provided an explanation concerning the suspected misuse to MTCC, which will examine the matter. If the misuse is confirmed, the temporary revocation will be expanded for another period of three (3) months. During these three (3) months, the trademarks user shall implement corrective measures to resolve the misuse. After these three (3) months, MTCC will examine the corrective measures implemented and the result and may either reverse a decision on the temporary revocation of the Agreement, or may decide to terminate definitively the trademarks usage Agreement. In both cases, MTCC shall notify the trademarks user of its decision in writing.
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5. MTCC may terminate the Agreement with immediate effect if there are reasons to believe that any of the terms of the contract or the PEFC ST 2001, *Trademarks Rules – Requirements*, in its valid version, are not being adhered to or the trademarks user may be bringing the PEFC to disrepute.
6. MTCC is not obliged to pay compensation for any costs or other damages which the temporary revocation or termination causes to the trademarks user.

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2. Personal data on the trademarks user are kept public for a duration of five (5) years after the end of the PEFC trademarks usage licence validity. Data will then be stored in an in-house database in order to keep track of the licences. Upon request, MTCC may provide the trademarks user with information about the personal data it holds. The trademarks user has (have) the right to access or verify its (their) personal data and to have them modified, corrected or deleted at any time. If the trademarks user would like to exercise one of these data protection rights, he/she can contact MTCC at info@mtcc.com.my.
3. By the signature of this Agreement the trademarks user agrees to this data treatment procedure. In case the trademarks user does (do) not want this information to be publicly available, the licence shall be cancelled.

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2. Any disputes arising out of this agreement shall be finally and exclusively settled by the courts of the Federal Territory of Malaysia.

Signed in duplicate.

In Kuala Lumpur on

In on

.....
For and on behalf of the
Malaysian Timber Certification Council

.....
For and on behalf of the
.....

Name:
Designation:

Name:
Designation:

PEFC TRADEMARKS USAGE REGISTRATION CODING SYSTEM

MTCC, the National Governing Body (NGB) appointed and contracted by the PEFC Council for PEFC certification in Malaysia, will issue approved Trademarks Users with a Trademarks usage licence registration number, in the format set out in Figure 2 below.

Under the PEFC Coding System, MTCC has been allocated the country code of **34** for use in allocating Trademarks usage registration numbers in Malaysia.

Figure 2: PEFC Trademarks Usage Registration Coding System

