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## **Notification of Certification Bodies**



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Official language of the document is German. When there is inconsistency between versions, the English version of the document as endorsed by the PEFC Council is the reference document.

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INDEX

**FOREWORD..... 2**

**INTRODUCTION..... 2**

**1 SCOPE..... 2**

**2 NORMATIVE REFERENCES..... 3**

**3 DEFINITIONS..... 3**

**4 CONDITIONS FOR ISSUANCE OF A NOTIFICATION..... 3**

**4.1 General conditions ..... 3**

**4.2 Specific requirements ..... 4**

    4.2.1 Forest management certification..... 4

    4.2.2 Chain of custody certification ..... 4

**5 OBLIGATIONS OF THE NOTIFIED CERTIFICATION BODY ..... 4**

**6 VALIDITY OF THE NOTIFICATION ..... 4**

## Foreword

PEFC Austria (PEFC: Programme for the Endorsement of Forest Certification schemes) is a national organisation with the purpose of facilitating sustainable forest management through sustainable forest management certification and labelling of wood products. Consumers can trust that products carrying the PEFC label are made of raw material from sustainably managed forests, from recycling and/or non-controversial sources. PEFC Austria is a work group responsible for the standard setting and the administration of the Austrian PEFC scheme.

PEFC Austria standards are developed within an open and transparent procedure based on consensus and supported by consultation of a variety of stakeholders. Since 1999, PEFC Austria is full member of PEFC International whose strict endorsement procedure guarantees international recognition.

To improve the readability, the male form is used for all denominations of persons. It refers to all genders.

## Introduction

Certification against the Austrian PEFC scheme shall be carried out by third party certification bodies, which are accredited by a national accreditation body which is a member of the International Accreditation Forum (IAF) in order to demonstrate their competence and independence. The PEFC notification establishes a necessary link between the accredited certification bodies and PEFC Austria and allows certification bodies to issue certificates recognised by PEFC Austria. Subject to a valid contract between the PEFC Council and PEFC Austria on the Administration of the PEFC scheme, the notification issued by PEFC Austria is recognised as PEFC notification.

Note: PEFC recognition of chain of custody certification against PEFC ST 2002 is subject to a valid contract between the PEFC Council and PEFC Austria on Administration of PEFC scheme. PEFC recognition of forest management certification against the PEFC Austria standard(s) is subject to a valid contract between the PEFC Council and PEFC Austria on Administration of PEFC scheme and the PEFC endorsement of the Austrian PEFC scheme.

The term “shall” is used throughout this document to indicate those provisions that, reflecting the requirements that are mandatory. The term “should” is used to indicate guidance that, although not mandatory, is provided as a recognised means of meeting the requirements. The term “may” used throughout this standard indicates permission expressed by this standard whereas “can” refers to the ability of a user of this standard or to a possibility open to the user.

## 1 Scope

1.1 This document describes procedures for the issuance of PEFC notification by PEFC Austria to certification bodies operating forest management and chain of custody certification according to the Austrian PEFC scheme.

1.2 The notification for forest management certification covers certification in Austria according to the PEFC-Standard for Sustainable Forest Management in Austria (PEFC AT ST 1001) and Group Certifications according the PEFC-System in Austria – Requirements (PEFC AT ST 1003) in case of group certification.

1.3 The notification for chain of custody covers certification of entities registered in Austria against PEFC ST 2002. In case of multi-site cross-country certification the notification covers certification of entities with the chain of custody head-office registered in Austria.

## 2 Normative references

The following referenced documents are indispensable for the application of this document. For dated references, only the edition cited applies. For undated references, the latest edition of the referenced document (including any amendments) applies:

- PEFC AT ST 1001 PEFC-Standard for Sustainable Forest Management in Austria
- PEFC AT ST 1002 Criteria and Indicators for the Determination of Sustainable Forestry in Austria
- PEFC AT ST 1003 Group Forest Management Certifications according to the PEFC-System in Austria – Requirements
- PEFC AT ST 1004 Requirements for Certification Bodies for Forest Management Certification
- PEFC ST 2001 PEFC Trademarks Rules - Requirements
- PEFC ST 2002 Chain of Custody of Forest and Tree Based Products – Requirements
- PEFC ST 2003 Requirements for Certification Bodies operating Certification against the PEFC International Chain of Custody Standard
- PEFC AT PB 4004 Complaint Procedure and Rules of Arbitration
- PEFC AT PB 4005 Schedule of Fees
- ISO/IEC 17021
- ISO/IEC 17065

## 3 Definitions

3.1 **Accredited certificate** is a certificate issued by a certification body within the scope of its accreditation that bears the accreditation body's symbol.

3.2 **PEFC authorised body** is an entity authorised by the PEFC Council to administer the PEFC scheme on behalf of the PEFC Council.

3.3 **Notification** is a formal recognition of a certification body to operate forest management and / or chain of custody certification against the Austrian PEFC scheme in Austria.

## 4 Conditions for issuance of a notification

### 4.1 General conditions

4.1.1 An entity applying for the notification shall:

- a) be a legal entity;
- b) agree to be listed on the publicly available Internet database operated by PEFC Council, PEFC Austria or another body, including the certification body's identification data and / or other data as specified by PEFC Austria;
- c) sign a notification contract with PEFC Austria (Appendix 1 or 2).

4.1.2 Complaints and disputes shall be handled according PEFC AT PB 4004 (Complaint Procedures and Rules of Arbitration)

## **4.2 Specific requirements**

### **4.2.1 Forest management certification**

4.2.1.1 An entity applying for the notification shall have valid accreditation according to ISO/IEC 17065, issued by a national accreditation body that is a member of the European co-operation for Accreditation. The accreditation shall be issued against ISO/IEC 17065 and PEFC AT ST 1004, and the scope of the accreditation shall explicitly cover documents of the PEFC Austria scheme relating to forest management certification in their valid version and/or with reference to any future amendments adopted by PEFC Austria (PEFC AT ST 1001, PEFC AT ST 1003).

### **4.2.2 Chain of custody certification**

4.2.2.1 An entity applying for the notification shall have valid accreditation issued by an accreditation body that is a signatory 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). The accreditation shall be issued against ISO/IEC 17065 and the scope of the accreditation shall explicitly include PEFC ST 2002.

## **5 Obligations of the notified certification body**

5.1 The notified certification body shall:

- a) Carry out the forest management certification and/or chain of custody certification within the scope of the valid accreditation. The issuance of certificates is subject to the payment of the PEFC notification fees (see Schedule of Fees PEFC AT PB 4005).
- b) Inform PEFC Austria about any changes in its accreditation, the scope of which covers the forest management and/or chain of custody certification.
- c) Provide PEFC Austria, without delay, with information on every forest management and/or chain of custody certificate which is covered by the notification and /or information on any changes to already issued certificates. The range of data is specified by PEFC Austria.
- d) Ensure payment of the notification fee to PEFC Austria for every issued certificate, based on an invoice issued by PEFC Austria following the fees decided by PEFC Austria (see Schedule of Fees PEFC AT PB 4005).
- e) Suspend or terminate issued certificates on request by PEFC Austria, if the certificate holder did not pay the notification fee (according to PEFC AT PB 4005).

5.2 PEFC Austria shall ensure that the PEFC notification does not include any discriminatory measures, such as the certification body's country of origin, affiliation to an association, etc. and inform the PEFC Council about the level of its PEFC notification fees, when requested.

## **6 Validity of the notification**

6.1 The notification is valid for the period of the validity of the relevant certification body's accreditation. The notification can be terminated by any party with three months' notice. The notification can be terminated or suspended immediately by PEFC Austria if the notification contract is violated.

6.2 The PEFC recognition of the notification is subject to a valid contract between PEFC Austria and the PEFC Council. PEFC Austria shall inform the notified certification body about any changes in the contract affecting the notification.

## **Notification contract**

**Between**

**(1) PEFC Austria**, Marxergasse 2, 4. floor, 1030 Vienna

and

**(2) <Name>**, <Street>, <City>  
(hereafter the “notified certification body”)

<Name> is a certification body notified by PEFC Austria operating PEFC forest management certification in Austria. On the basis of this notification, the certification body is allowed to issue forest management certificates recognised by PEFC.

The following is agreed between the above parties:

### **§ 1 Resources:**

The latest editions of the following documents (see [www.pefc.at](http://www.pefc.at)) are part of this contract:

1. PEFC AT ST 1001 PEFC-Standard for Sustainable Forest Management in Austria
2. PEFC AT ST 1002 Criteria and Indicators for the Determination of Sustainable Forestry in Austria
3. PEFC AT ST 1003 Group Forest management certifications according to the PEFC-System in Austria - Requirements
4. PEFC AT ST 1004 Requirements for Certification Bodies for Forest Management Certification
5. PEFC ST 2001 PEFC Trademarks Rules - Requirements
6. PEFC AT PB 4003 Notification of Certification Bodies
7. PEFC AT PB 4004 Complaint Procedure and Rules of Arbitration
8. PEFC AT PB 4005 Schedule of Fees

### **§ 2 Obligations of the notified certification body**

The certification body obligates itself:

1. to conduct PEFC forest management certifications according to the standards PEFC AT ST 1001, PEFC AT ST 1002, PEFC AT ST 1003 and, if applicable, to control the compliance with the PEFC Trademarks Rules PEFC ST 2001. The issuance of certificates is subject to the payment of the PEFC notification fees by the certificate holder (see Schedule of Fees PEFC AT PB 4005).
2. to conduct PEFC forest management certifications within the scope of a valid accreditation according to PEFC AT ST 1004 and to inform PEFC Austria immediately about any changes in the accreditation, particularly about changes in the scope of the forest management certifications. The notified certification body provides evidence of its valid accreditation;
3. to provide PEFC Austria immediately and truthfully with information on every forest management certificate covered by the notification and/ or inform of any changes to previously issued certificates within the range of data as specified by PEFC Austria.
4. to pay PEFC Austria the quarterly notification fee according to PEFC AT PB 4005 for every certificate issued based on an invoice issued by PEFC Austria. The amount of fee can be changed during the validity of this contract. Any change in the rates will take effect the year following that in which PEFC



Austria has informed the notified certification body, in writing, of the change. The information regarding the notification fees requested from the certificate holders will be disclosed to PEFC Austria within 14 days after each quarter.

5. to agree with the publication of their contact details and other information - as specified by PEFC Austria – in an internet database run by PEFC Council, PEFC Austria or another organisation appointed by PEFC Austria.
6. to suspend or terminate issued certificates on request by PEFC Austria, if the certificate holder did not pay the notification fee (according to PEFC AT PB 4005).

### **§ 3 Obligations of PEFC Austria**

1. PEFC Austria recognises the certificates issued by the notified certification body in compliance with this contract and permits certificate holders to use the PEFC trademarks on the basis of a trademarks usage contract.
2. PEFC Austria informs the notified certification body of any changes of documents which affect this contract.

### **§ 4 Contract termination**

1. Either party may terminate the contract with three-month prior notice provided in writing and by registered letter to the last known address.
2. PEFC Austria may suspend the contract with the immediate effect if there are reasons to believe that any provision of the notification contract is not being adhered to.
3. Withdrawal, suspension or the end of the validity of the notified certification body's accreditation, will result in automatic termination of the contract with effect on the same date as the withdrawal, suspension or the end of the validity of the accreditation.
4. No notification fee is refunded by PEFC Austria to the notified certification body in case of temporary suspension or termination of the contract.
5. PEFC Austria is not obliged to pay compensation for any costs or other damages which any temporary suspension or termination causes to the notified certification body.

### **§ 5 Validity**

The contract enters into force as soon as it has been signed by both parties.

### **§ 6 Governing Law - Jurisdiction**

Any disputes arising out of this agreement shall be finally and exclusively settled by the courts of Vienna.

Vienna, \_\_\_\_\_, (date)\_\_\_\_\_



## ***Notification contract***

### **Between**

(1) **PEFC Austria**, Marxergasse 2, 4. floor, 1030 Vienna

and

(2) **<Name>**, <Street>, <City>  
(hereafter the “notified certification body”)

<Name> is a certification body notified by PEFC Austria operating PEFC chain-of-custody certification in Austria. On the basis of this notification, the certification body is allowed to issue chain-of-custody certificates recognised by PEFC.

The following is agreed between the above parties:

### **§ 1 Resources:**

The latest editions of the following documents (see [www.pefc.at](http://www.pefc.at)) are part of this contract:

1. PEFC ST 2002 Chain of Custody of Forest and Tree Based Products - Requirements
2. PEFC ST 2003 Requirements for Certification Bodies operating Certification against the PEFC International Chain of Custody Standard
3. PEFC ST 2001 PEFC Trademarks Rules - Requirements
4. PEFC AT PB 4003 Notification of Certification Bodies
5. PEFC AT PB 4004 Complaint Procedure and Rules of Arbitration
6. PEFC AT PB 4005 Schedule of Fees

### **§ 2 Obligations of the notified certification body**

The certification body obligates itself:

1. to conduct PEFC chain-of-custody certifications according to the standard PEFC ST 2002 and, if applicable, to control the compliance with the PEFC Trademarks Rules PEFC ST 2001. The issuance of certificates is subject to the payment of the PEFC notification fees by the certificate holder (see Schedule of Fees PEFC AT PB 4005).
2. to conduct PEFC chain-of-custody certifications within the scope of a valid accreditation according to PEFC ST 2003 and to inform PEFC Austria immediately about any changes in the accreditation, particularly about changes in the scope of the chain-of-custody certifications. The notified certification body provides evidence of its valid accreditation;
3. to provide PEFC Austria immediately and truthfully with information on every chain-of-custody certificate covered by the notification and/ or inform of any changes to previously issued certificates. This contains in case of CoC-companies also surveying the turnover and classification according to the turnover (see Schedule of Fees PEFC AT PB 4005). The range of data is specified by PEFC Austria.
4. to pay PEFC Austria the quarterly notification fee according to PEFC AT PB 4005 for every certificate issued based on an invoice issued by PEFC Austria. The amount of fee can be changed during the validity of this contract. Any change in the rates will take effect the year following that in which PEFC Austria has informed the notified certification body, in writing, of the change.

The information regarding the notification fees requested from the certificate holders will be disclosed to PEFC Austria within 14 days after each quarter.

5. to agree with the publication of their contact details and other information - as specified by PEFC Austria – in an internet database run by PEFC Council, PEFC Austria or another organisation appointed by PEFC Austria.
6. to suspend or terminate issued certificates on request by PEFC Austria, if the certificate holder did not pay the notification fee (according to PEFC AT PB 4005).

### **§ 3 Obligations of PEFC Austria**

1. PEFC Austria recognises the certificates issued by the notified certification body in compliance with this contract and permits certificate holders to use the PEFC trademarks on the basis of a trademarks usage contract.
2. PEFC Austria informs the notified certification body of any changes to documents which affect this contract.

### **§ 4 Contract termination**

1. Either party may terminate the contract with three-month prior notice provided in writing and by registered letter to the last known address.
2. PEFC Austria may suspend the contract with the immediate effect if there are reasons to believe that any provision of the notification contract is not being adhered to.
3. Withdrawal, suspension or the end of the validity of the notified certification body's accreditation, will result in automatic termination of the contract with effect on the same date as the withdrawal, suspension or the end of the validity of the accreditation.
4. No notification fee is refunded by PEFC Austria to the notified certification body in case of temporary suspension or termination of the contract.
5. PEFC Austria is not obliged to pay compensation for any costs or other damages which any temporary suspension or termination causes to the notified certification body.

### **§ 5 Validity**

The contract enters into force as soon as it has been signed by both parties.

### **§ 6 Governing Law - Jurisdiction**

Any disputes arising out of this agreement shall be finally and exclusively settled by the courts of Vienna.

Vienna, \_\_\_\_\_, (date)\_\_\_\_\_

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PEFC Austria

Notified certification body