



NETWORK FOR CERTIFICATION AND CONSERVATION OF FORESTS (NCCF)

NCCF Logo usage requirements

NCCF -STD- LOGO- 01 /2017

Network for Certification and Conservation of Forests (NCCF)

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Foreword

The Network for Certification and Conservation of Forests (NCCF) is a not for profit organization registered under Societies Registration Act, 1860. NCCF is involved in developing Forest Certification scheme in the country. It is an institutional mechanism to ensure collaborative and streamlined efforts for development of National Forest Certification System and Standards. It aims to promote the implementation of improved Forest practices in the country and further the development of healthier, sustainable: economically beneficial, environmentally responsible and socially appropriate in accordance with national policies, institutional frameworks and sustainability usage norms.

The Network for Certification and Conservation of Forests (NCCF) is the National Governing Body of the National Forest Certification Scheme and Standards (NFCSS) and has overall responsibility for the smooth working/functioning of the NFCSS while maintaining its credibility.

This document describes the rules and regulations to be followed pertaining to NCCF Logo usage.

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1. Scope

The document covers requirements for users of the NCCF Logo relating to ensure accurate, verifiable, relevant and non-misleading usage of the NCCF Logo and related claims.

This document defines the legal protection of the NCCF Logo; rights to use the NCCF Logo; Logo usage categories and the requirements for promotional usage of the NCCF Logo.

2. Normative references

The following referenced documents are indispensable for the application of this document. For both dated and undated references, the latest edition of the referenced document (including any amendment) applies.

- a. Annex 1 of the PEFC Council Technical Document, *Terms and Definitions*
- b. GD 1005:2012 Issuance of PEFC logo usage license by the PEFC Council
- c. ISO/IEC 14021:1999, *Environmental labels and declarations -- Self-declared environmental claims (Type II environmental labelling)*

3. Terms and Definitions

See Annexure 1

4. Ownership and NCCF Logo usage rights

4.1 NCCF Logo ownership

The NCCF Logo is copyrighted material and is a registered trademark owned by the NCCF. The initials "NCCF" are also covered by the copyright and are registered. The use of the NCCF Logo and related NCCF claims in India is regulated and governed by NCCF. Unauthorised use of this copyrighted material is prohibited and may lead to legal action.

4.2 Rights to use "NCCF" initials

"NCCF" initials shall be used with correct reference to the NCCF and its schemes. The usage of the "NCCF" initials referring to product or its raw material shall be supported by the NCCF recognised forest management or chain of custody certificate

4.3 Role of Certification Body

- a. The certification body (CB) which undertakes an assessment audit of an organisation to a FM or CoC certification standard and grants a FM or CoC certificate is responsible for control of the use of the NCCF Logo and related claims by the relevant Logo User.
- b. Verification audits are carried out by the CB to ensure compliance with the use of the NCCF Logo and related claims. CBs and nominated agents are required to report unapproved and/or non-conforming uses of the NCCF. Logo and its trade mark to NCCF. NCCF will evaluate the unapproved and/or non-conforming uses of the NCCF Logo to determine whether further action, including legal action, is required.

- c. CBs shall be submitting the filled application form for the NCCF Logo use for Group b and C after the issuance of the certificate

5. NCCF Logo users classification

a. Group A: National Governing Body

i.e. NCCF. It is the only authority for issuance of the NCCF Logo

b. Group B: Forest Owners and Managers

Forest Owners and Managers with NCCF recognised forest management certificates and all eligible entities participating in a region or group with NCCF recognised certificate.

The following entities are covered by Group B:

- i. holders of a regional certificate;
- ii. holders of a group ToF certificate (group of forest owners);
- iii. individual forest owners (as holders of individual certificate or members in regional or group ToF certification);
- iv. other entities participating in the regional or group ToF certification (e.g. contractors).

c. Group C: Forest related industries (Chain of Custody)

Forest related industries (e.g. wood procurement organisations, wood manufacturers and wood processing industries, wood traders, distributors, retailers, etc.) with NCCF recognised chain of custody certificate, including sites covered by certificates.

d. Group D: Other users

Organisations and other entities other than those classified under NCCF Logo groups A, B and C which are using the NCCF Logo for promotional and education purposes.

Note: *The NCCF Logo usage group D also covers a broad range of entities which intend to use the NCCF Logo for promotional or educational purposes and ranges from trade and industry associations, research and educational institutions, governmental organisations, NGOs, etc. Group D also covers organisations within the forest products chain, where the chain of custody certification does not apply as they are consumers of forest based products (e.g. governments, banks) or are selling the products with claims and/or labels which are placed on the product by their suppliers.*

6. Ground Rules for using NCCF Logo

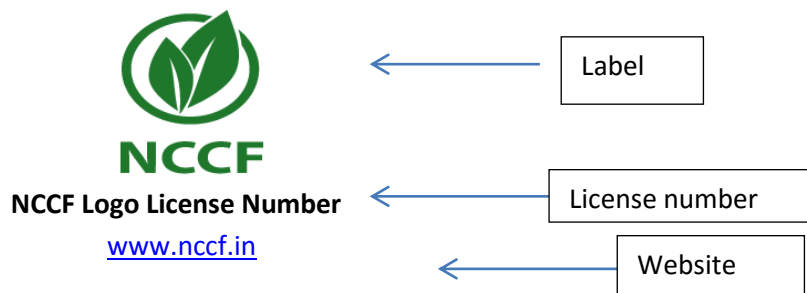
- 6.1. The NCCF Logo usage is mandatory for all the NCCF certified products for sale within India.
- 6.2. The NCCF Logo usage is optional for the NCCF Certified products for overseas sale.
- 6.3. There is no minimum eligibility requirements for the NCCF logo usage for Group B & C.
- 6.4. In order to use the NCCF Logo, the organization shall have signed the NCCF Logo License Agreement and hold a valid FM and/or Chain of Custody certificate.
- 6.5. NCCF reserves the right to suspend or terminate permission to use the NCCF trademarks if the organization is failing to comply with the NCCF trademark requirements as set out in this standard. The interpretation of these rules is at the sole discretion of NCCF.

- 6.6. The NCCF trademarks shall not be used in a way that could cause confusion, misinterpretation or loss of credibility to the NCCF certification scheme.
- 6.7. The NCCF Logos shall not be used in a way that implies that NCCF endorses, participates in or is responsible for activities performed by the company, outside the scope of certification.
- 6.8. The use of NCCF trademarks shall not imply that NCCF is responsible for the production of any products, documents or promotional materials.
- 6.9. Only the NCCF Label provided by NCCF shall be used.
- 6.10. If the organization wishes to include more information about NCCF in any materials, this shall be approved by the NCCF.
- 6.11. The NCCF Logo shall not be used to promote product quality aspects not covered by NCCF certification.
- 6.12. The NCCF Logo shall not be used in product brand names, company names or website domain names. The NCCF trademarks can be used to describe the certification of the product. (For example, a product may not be named “Golden NCCF Timber”; instead “NCCF certified Golden Timber” or “Golden Timber – NCCF certified” must be used.) The name “NCCF” shall not be replaced with a translation.
(Note: A translation of the name can be included in brackets but it should not replace the words “NCCF”)
- 6.13. The organization shall submit artwork of all new reproductions of NCCF Logos to the NCCF for approval.
(Note: Provided that the organization establishes a good record of correct trademark use, it will not be necessary to re-submit labels for the repeated use of promotional artwork)
- 6.14. The NCCF Label shall be clearly visible on the promotional items.
- 6.15. Claims regarding qualities outside the control of NCCF (such as other environmental attributes of the product) shall be clearly separated from text about NCCF.
- 6.16. Investment claims about NCCF certified operations: Organizations shall take full responsibility for the use of the NCCF Trademarks by investment companies and others making financial claims based on their NCCF certified operations.
(Note: Any such claims shall be accompanied by a disclaimer “NCCF is not responsible for and does not endorse any financial claims on returns on investments”.)
- 6.17. NCCF reserves the right to terminate permission to use the NCCF logo in case organization fails to meet the standard’s requirement of logo
- 6.18. NCCF Logo should not be a part of company’s website domain, company name or brand name.
- 6.19. The NCCF Logo can be used referring to the NCCF scheme or user’s engagement with the NCCF.
- 6.20. The NCCF Logo may be used on promotional items like email, website, catalogues, brochures, invoices, mugs, pens, T-shirts, caps, banners, company vehicles etc.

- 6.21. If promotional items are made wholly or partly of wood (such as pencils or memory sticks) they must meet the applicable labelling requirements as specified by PEFC_ST_2002-2013_COC_standard in order also to carry an NCCF trademark as promotion for the organization.
- 6.22. When NCCF trademarks are used for promotion at trade fairs by certificate holder, the organization shall clearly mark which products are NCCF certified and the products shall carry an on product label

7. Graphic Requirements

7.1. Color and Font



Colour: NCCF Logo can be used and printed only in pantone 364.

Dimension: The ratio between the height and width shall be maintained.

The NCCF Logo shall be used according to the measurements, colours, trade mark claims and other specifications detailed in the *Logo Tool Kit*, which NCCF makes available to approved logo use applicants.

7.2. Parts of the Logo

The NCCF logo consists of the following parts

- a. Label
- b. License Number
- c. NCCF website address

The placement of the parts of the logo will be as per the graphic representation

7.3. NCCF Logo Licence Number

The NCCF Logo licence number will be issued by NCCF (NCCF-42B-0001)

7.4. Exceptional Usage

- a. **Usage of the NCCF Logo without the licence number and/or NCCF Website:** NCCF Logo without the NCCF Licence Code and/or without the NCCF Website reference can be used in exceptional circumstances where the size of the NCCF Logo would result in the licence not being legible or the applied technology would not allow these to be used together with the NCCF Logo. The

usage of the NCCF Logo without the licence number and/or without the NCCF Website reference shall be approved in advance by the NCCF.

- b. Sale of the NCCF certified product without logo** : If an organisation is unable to use the NCCF Logo on NCCF certified product , the same shall be approved by the NCCF

8. Misuse of the label and logo

These rules apply to all labels and promotional panels and to the logo when used promotionally in the organization's own layout.

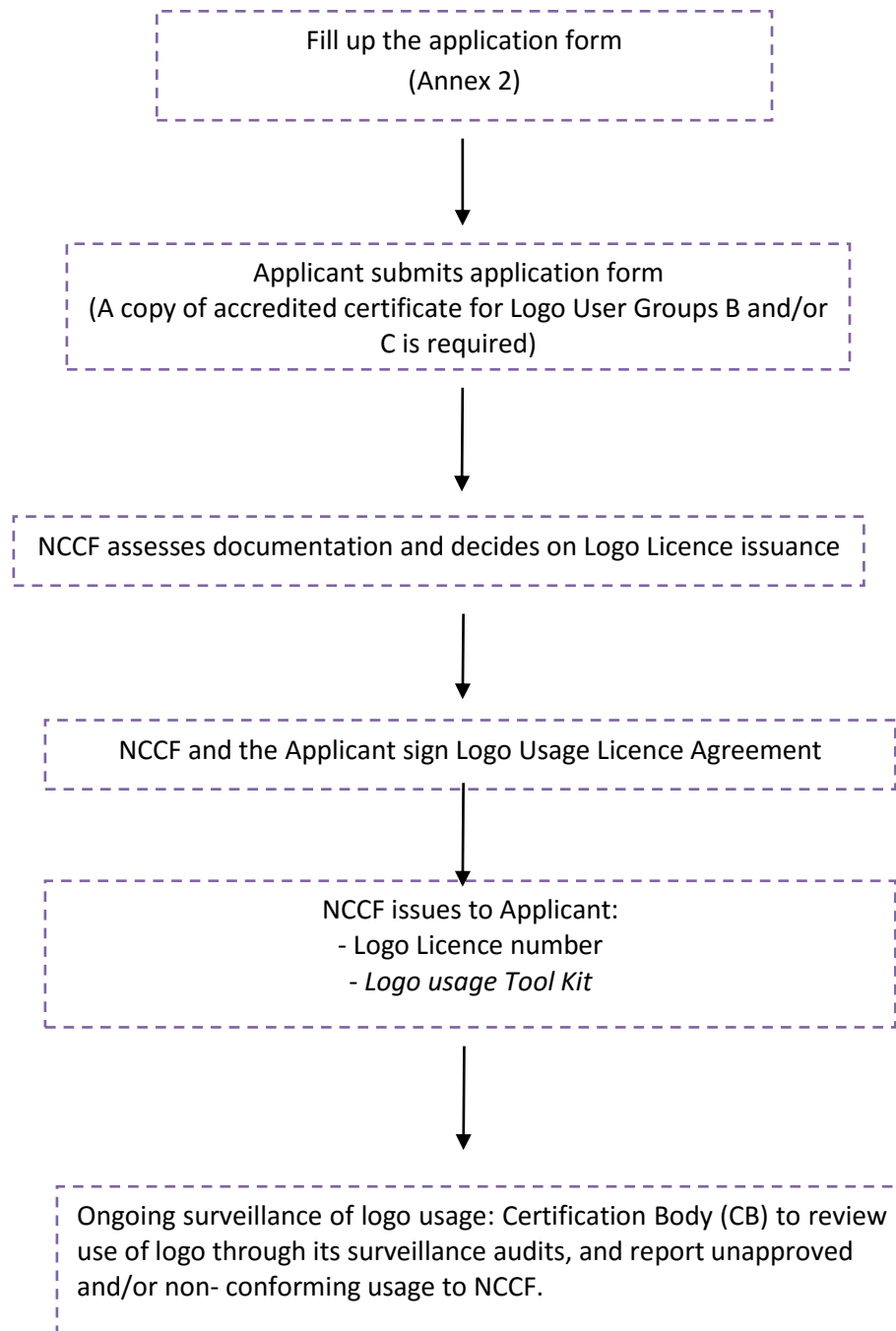
The following are not allowed:

- a. Changing the logo or label proportions
- b. Changing or adding to the label contents, other than editing the NCCF Logo License Code
- c. Making the logo or label appear to be part of other information such as environmental claims not relevant to NCCF certification
- d. Placing the logo or label within another border or shaped background
- e. Using more than two colors for the label or promotional panel
- f. Changing the shape of the border or background
- g. Rotating the logo or the label
- h. Violating the clear space around the logo or the label (measured by the height of letters NCCF which form part of the logo)
- i. Combining the logo or the label with the user's own branding in a way which implies association or which overlaps with the NCCF label
- j. Placing the logo or label on a strongly patterned background

9. Additional trademark rules for Multi-site/Group Certification Holders

- 9.1. The group entity (or manager, or central office), shall ensure that all uses of the NCCF Logo by the group entity or its individual members are as per the norms prescribed in the standards. Group members shall submit all applications via the group entity or central office and maintain records. Alternative submission methods may be approved by the NCCF body.

10. Logo Issuance Procedure



11. Validity of Licences

The validity of the licences to be issued will be based on the validity of the certificate/Agreement issued as follow:

Group B: for the period of validity of the Forest Management certificate

Group C: for the period of validity of the Chain of Custody certificate

Group D: for the period of validity of the Agreement

12. Dispute Settlement

Appeals, disputes and complaints concerning the issuance, suspension or cancellation of logo usage licences by NCFC can be submitted to the Dispute Resolution Committee (DRC), an independent dispute settlement body that meets on an *ad hoc* basis to look into this matter and other matters related to the implementation of the NCCF.

Guidance on types of dispute that can be submitted to the DRC is contained in its *DRP3/2017 Dispute Resolution Procedure* document which is available on the NCCF website.

13. Responsibility of the National Governing Body

An online/offline register of NCCF logo users shall be maintained.

Format: NCCF-XX-####

Where:

XX: Type of Group (01 for Group B, 02 for Group C and 03 for Group D)

####: License Sequence Number (4 digits)

ANNEX 1: TERMS AND DEFINITIONS

a. NCCF

Network for Certification and Conservation of Forests

b. PEFC

Programme for the Endorsement of Forest Certification schemes. For further information, refer: www.pefc.org

c. Certificate

A document issued under the rules of a certification system, indicating that adequate confidence is provided that a duly identified product, process or service is in conformity with a specific standard or other normative document [ISO/IEC Guide 2:1991 paragraph 14.8 and ISO/CASCO 193 paragraph 4.5].

d. Certification Body (CB)

A body which is appointed by the NCCF to undertake PEFC certification audits of applicants for the PEFC Certification Scheme, and the surveillance of certified Forest Management Enterprises and Forest Product Enterprises against the Certification Requirements.

e. Chain of Custody (CoC)

The channel through which products are distributed from their origin in the forest to their end-use.

f. Logo User Group

Categories of Logo Users, as defined in this document

g. PEFC certified product

PEFC certified material that is eligible to carry a PEFC label and to be promoted with the NCCF trademarks.

h. Multi-site organization

An organization that has an identified central office and a network of at least two sites. Products from these sites or from identified sets of sites covered by a multi-site certificate must be substantially of the same kind, and must be produced or handled according to fundamentally the same methods and procedures.

i. Non-timber forest products

All forest products except timber, including other materials obtained from trees such as resins and leaves, as well as any other plant and animal products.

j. Organization

Registered legal entity that has signed an NCCF license agreement and holds a valid PEFC chain of custody (CoC) certificate or NCCF Forest Management and chain of custody (FM/CoC) certificate, including group entities, members of multi-site, group FM and CoC certification schemes.

k. NCCF Logo License Agreement

The legal document signed by the organization permitting use of the NCCF Logo.

l. NCCF Logo License Code

Identification code issued to organizations that have signed an NCCF License Agreement. It is in the form NCCF-XX-#### and used to identify the user's license.

m. Group Chain of Custody Certification

PEFC certification for small businesses. A group is managed by a group entity (individual or organization) which is responsible for trademark use by group members.

n. Group entity

The entity that applies for group certification and holds any group certificate that is issued. The group entity may be an individual person, a cooperative body, an association, or other similar legal entity.

o. Forest Management Group Certification

NCCF certification for groups of forest enterprises.

p. Promotional Panel

The NCCF logo, NCCF Website reference and promotional statement, editable to include the user's license code, in a prescribed layout in standard

**ANNEX 2: APPLICATION FOR NCCF LOGO USAGE
APPLICATION FOR NCCF LOGO USE (Group B & C)**

I. Applicant's Identification Data

Organisation name and Company No.	
GST details	
Organisation's representative	
Address – Street, No. or PO Box	
City, State, Post Code	
Country	
Telephone / Fax	
E-mail / Website	

In case of application for multi-license covering several sites, the application shall include identification and contact details of all sites for which the application is made.

II. Applicant's Logo User Group

(Only one category can be marked in single application)

B. Forest owners / managers	<input type="checkbox"/> Holder of an individual Forest Management certificate <input type="checkbox"/> Central office of a Group ToF Management certification <input type="checkbox"/> Participant in a Group ToF Management certification <input type="checkbox"/> other entities participating in the regional or group ToF certification
C. Forest related industries	<input type="checkbox"/> Chain of Custody certificate holder <input type="checkbox"/> Participant in a multi-site Chain of Custody certification <input type="checkbox"/> Application for multi-license covering several sites

III. Information and Documents for Application Processing:

Certificate Number / Expiry Date	
Certification Body Name	
Turnover for the last year in INR	
Documents provided for the Application Processing:	
Copy of the certificate	
Document confirming the turnover for the last year	

IV. Self-Declaration:

I hereby confirm that:

- a. I have read the NCCF logo usage standard and accept them
- b. the data included in this application are complete

-

Signature of applicant's representative

Date:

ANNEX 3: TARIFFS OF THE NCCF LOGO FEE

- a. NCCF Charges for the logo usage includes on product and promotional usage of the Logo
- b. The logo fee is (INR/₹ 5000) excluding any applicable taxes (Indian government taxes)
- c. The fee is payable one time and is applicable until the certificate or/and the agreement is valid. After termination of the certificate and/or agreement, the applicant has to reply for the license number.
- d. For the User Group B (d) other entities participating in the regional or group ToF certification (e.g. contractors), a separate agreement and form will be submitted and charged (INR/₹ 5000)

ANNEX 4: LOGO USAGE LICENSE AGREEMENT

Logo Usage License Agreement

between

(1) **Network for Certification and Conservation of Forests(NCCF)**, having its registered office at: EPCH House, Sector 6&7, LSC, Vasant Kunj 110070 , New Delhi, India (hereafter “NCCF”)

and

(2) **[Name, address and Company No of the logo user]** (hereinafter the “Logo User”)

Recitals:

- a. M/s Network For Certification and Conservation of Forests; a society registered under the Societies Registration Act 1860 to establish country specific Forest Certification scheme.
- b. [The name of the Logo User] is a Logo User under the Logo User Group B, C or D as per section 5 of standard and wishes to have the right to use the NCCF Logo in the course of its business.
- c. NCCF owns the intellectual property right in the NCCF Logo, which is a registered Trade Mark under the Trade Marks Act 1999.
- d. NCCF agrees to grant a licence to the Logo User to use the NCCF Logo with registration number [in accordance with the standard and on the terms of this Licence Agreement

Terms of the Agreement:

The Parties agree that the following terms and conditions shall apply to the use of the NCCF Logo:

1. Definitions

Certificate: Certificate issued by accredited certification body to entities for Forest Management or Chain of Custody certification under the NCCF

IAF member: An accreditation body from a country that is a member of the International Accreditation Forum Inc.

Logo User Group: There are three groups of Logo Users, as defined in the LG: 1/2016. These are:

- B - Forest owners and managers
- C - Forest related industries
- D - Other users

NCCF: NCCF, the national governing body of the NCCF scheme in India and the organisation established to manage the implementation and establishment of NCCF scheme.

Trademark: The NCCF Logo is a registered trade mark, which indicates that the timber products or the organisation that carry these marks hold NCCF certification

2. Intellectual Property Rights in the NCCF Logo

The Parties agree that NCCF owns the Intellectual Property Rights including the copyright in the NCCF Logo that is a registered trade mark. For the avoidance of doubt this Agreement does not confer on the Logo User any rights of ownership in the licensed material, and Intellectual Property Rights including copyright are unaffected by this Agreement.

3. Responsibilities of the Logo User

- a. The Logo User must use the NCCF Logo in accordance with the standard, and with the licence number issued by NCCF to ensure that the Logo User is readily identifiable on that basis. The graphical guidelines for the use of the NCCF Logo are specified in the *NCCF Logo usage Tool Kit*.
- b. The Logo User, in case of Logo User Groups B and C (FM and CoC certificate holders) as defined in the *STANDARD (NCCF)*, undertakes to enter an agreement with the accredited certification body within three months of signing this Agreement (a copy to be sent to NCCF) to that effect that, in conjunction with the audits conducted subsequent to signing this contract, the accredited certification body will examine the system by means of which the Logo User keeps records on how the NCCF Logo is used and, in the case of products, the production volumes of products marked with the NCCF Logo. The accredited certification body shall have a right to inform NCCF of changes of which it is aware, without consulting the Logo User.
- c. The Logo User must inform NCCF immediately and truthfully on any changes concerning the Logo User's identification data and certified status.

4. Responsibilities of NCCF

- a. NCCF shall use every reasonable endeavor to provide the Logo User with the Logo Usage Toolkit within two weeks following the signing the License Agreement.
- b. NCCF is obliged to inform the Logo User of any changes to the regulations and documentation that concern the NCCF Logo usage.

5. Misuse of Logo and Penalties

- a. The Logo User acknowledges and agrees the use of the NCCF Logo is regulated and governed by NCCF and is controlled and monitored by certification bodies accredited by NCCF to undertake Forest Management and CoC certification. The Logo User agrees that unauthorized use of the NCCF Logo is prohibited and may lead to legal action being taken against it.
- b. NCCF reserves the right to carry out an inspection (by itself or to commission a third party) to act on a complaint by a third party or if NCCF has reasons to believe that the License Agreement is

being contravened. The Logo User shall bear responsibility for the costs of such inspection and any other detrimental effects, if the License Agreement has been contravened.

- c. NCCF may impose a contractual penalty for unauthorized on or off-product use of the NCCF Logo. The amount of the penalty will be set by NCCF, subject to the following considerations:
 - i. In the case of Group B (forest management group) as defined in the standard, the contractual penalty that may apply is one-fifth of the market value of the products to which the unauthorized use relates, unless the Logo User demonstrates that such unauthorized use was unintentional. In the latter case the penalty shall not be more than INR 15,000.
 - ii. In the case of Group C (chain of custody group) as defined in the standard, the contractual penalty that may apply is one-fifth of the market value of the products to which the unauthorized use relates, unless the Logo User demonstrates that such unauthorized use was unintentional. In the latter case the penalty shall not be more than INR 15,000.
 - iii. In the case of Group D (other users) as defined in the standard, the contractual penalty of INR 50,000 will apply.
- d. NCCF has the discretion to alter the amount of the penalty for misuse of the NCCF Logo. Any change to the amount of a penalty shall come into effect three months after notification in writing by NCCF.

6. Suspension and Termination

- a. Either party may terminate the License Agreement with three-month prior written notice by registered letter.
- b. NCCF may suspend the License Agreement temporarily with immediate effect while a suspicion of contravention of the terms of the License Agreement or of the NCCF ST 2001:2008 v2 is being investigated by NCCF. In this case, NCCF shall send the Logo User a written request for an explanation and notification of the temporary revocation of the License Agreement. In the event of a suspension, the temporary revocation shall remain in effect for a maximum period of one month or longer if NCCF determines further investigations are required after the Logo User has provided an explanation concerning the suspected misuse to NCCF.
- c. When the Logo User has implemented appropriate corrective measures approved by NCCF and given notification that this has been done, NCCF may agree to the Logo User resuming its rights under this License Agreement.
- d. NCCF may terminate the License Agreement with immediate effect if there are reasonable grounds to believe that any of the terms of the License Agreement or the NCCF ST 2001:2008 v2 have been breached.
- e. Withdrawal, suspension or the end of the validity of the certificate (for Forest Management and/or Chain of Custody) recognized by NCCF will result in automatic termination of the License Agreement with effect on the same date as the withdrawal, suspension or the end of the validity of the certificate.

- f. NCCF is not obliged to pay compensation for any costs, expenses, losses or other damages which the temporary revocation or termination may cause to the Logo User.

7. Reporting and Presentation

- a. NCCF is permitted to present in a public forum (e.g. the NCCF web site) the Logo User's identification data and information concerning the certification status provided by the Logo User or the relevant certification and/or accreditation body.
- b. The Logo User, in the case of Group B user group as defined in the LG: 1/2016, shall undertake to provide, immediately after each forest management verification audit, NCCF with a notification, verified by the accredited certification body, of the on- product use of the NCCF Logo, e.g. broken down by product or product category or similar, to the degree of accuracy that the system used by the Logo User permits. In the same conjunction, the Logo User shall supply NCCF with a detailed, free form account of any off-product use of the NCCF Logo.
- c. The Logo User, in the case of Group C user group as defined in the LG: 1/2017, shall undertake to provide, immediately after each chain of custody audit, NCCF with a notification, verified by the accredited certification body, of the on-product use of the NCCF Logo broken down by product, product category, production unit or similar, to the degree of accuracy that the chain of custody system used by the Logo User permits. In the same conjunction, the Logo User shall supply NCCF with a detailed, free form account of any off-product use of the NCCF Logo.
- d. The Logo User, in the case of Group D as defined in the LG: 1/2017, shall give NCCF an annual report containing an itemized, free form account of the off - product usage of the NCCF Logo.

8. Validity of the Agreement

The terms of the License Agreement come into effect when it has been signed by both parties.

9. Other terms of the contract

NCCF 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 logo user's operations, if it has received a complaint by third party, or if NCCF has reasons to believe that the contract is being contravened. The logo user shall bear responsibility for the costs of said inspection and any other detrimental effects.

10. Governing Law

All or any disputes arising out of or touching upon or in relation to the terms of this Agreement including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Indian Arbitration & Conciliation Act, 1996 or any statutory amendments/ notifications thereof for the time being in force.

The arbitration proceedings shall be held in New Delhi by a Sole Arbitrator appointed by the NCCF and whose decision shall be final and binding. The Notified Certification Body hereby confirms that he shall have no objection to this appointment.

Signed in duplicate

In Delhi on (DD.MM.YYYY)

In on
(DD.MM.YYYY)

For and on behalf of the Logo User

For and on behalf of NCCF
