

Policy

MFCS P 2 IPTUL

2023-01-11

v02.00

Issuance of PEFC Trademarks Usage Licences by MFCC



MYANMAR FOREST CERTIFICATION COMMITTEE

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Myanmar Forest Certification Committee (MFCC)
Forest Compound, Bayinnaung Road, West Gyogone,
Isein Township (11011), Yangon
Myanmar

Tel: (+951) 3644430

Fax: (+951) 3644431

Email: info@myanmarforestcertification.org

Website: www.mfcc.org.mm

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Contents

Contents.....	3
1 Policy Background.....	4
1.1 Introduction	4
1.2 Scope.....	4
1.3 Normative References	4
1.4 Definitions	4
2 Policy Standards.....	6
2.1 Conditions for issuance of the licence.....	6
2.1.1 General conditions	6
2.1.2 Special conditions	6
2.2 Licence Issuance Process	7
2.3 Licence Arrangement.....	7
2.3.1 Licence Agreement	7
2.3.2 Suspension of Trademark Usage Licence.....	8
2.4 Validity of Licences	8
2.5 ONE-OFF Use of the PEFC Trademarks.....	8
2.6 Dispute Resolution	8
2.7 Registration.....	8
2.7.1 Responsibility of MFCC.....	8
2.7.3 Monitoring and Reporting.....	9
3 Appendices.....	10
Appendix I: Application for PEFC Trademark Usage Licence	10
Appendix II: Application for ONE-OFF USE of PEFC Trademarks.....	11
Appendix III: PEFC and MFCC Trademark Usage Licence Contract.....	12
Appendix IV: PEFC Trademarks Usage Registration Coding System.....	17
4 Document History	18

1 Policy Background

1.1 Introduction

The Myanmar Forest Certification Scheme comprises a set of requirements which represent the environmental, social and economic dimensions to be taken into account by forest owners and managers in managing the natural forests and forest plantations in Myanmar. Certification marks related to Myanmar Forest Certification Scheme (MFCS) can be fixed to a product to indicate it is from a certified forest that complies with MFCS.

MFCS has been recently sent to complete the endorsement process with PEFC as certification standards for forest management and chain of custody for timber products. This endorsement offers mutual recognition with other endorsed PEFC national schemes and provides the mutual recognition framework of PEFC and MFCS. The PEFC's mutual recognition framework enables companies with MFCS certification for their forest management and timber products to use the PEFC trademarks and related PEFC claims in their marketing and communications with stakeholders provided that they are a licenced user under the requirements of this document.

The MFCC is the National Governing Body of forest/timber certification schemes in Myanmar so that it is authorised to administer and assure for the protection of the ownership right of the use of PEFC trademarks in Myanmar under MFCS as a mutually recognised forest certification scheme under the PEFC system.

1.2 Scope

This MFCS Policy 2 IPTUL sets out the rules for the issuance of PEFC trademark use licences, hereafter "licences", by MFCC to ensure legally compliant use of the PEFC trademarks in accordance with the PEFC trademark usage rules – requirements, PEFC ST 2001:2020.

The MFCC only issues the PEFC trademarks usage licences to entities that are registered in Myanmar.

Note: Entities that are not registered in Myanmar shall apply for the PEFC trademark licence to the PEFC authorised body of the respective country or to the PEFC Council.

Issuance of the PEFC trademark usage licences is subject to a valid contract on Administration of the PEFC scheme signed between the MFCC and the PEFC Council as specified in PEFC GD 1004:2009.

1.3 Normative References

PEFC/MFCC ST 2002:2020, Chain of Custody of forest and tree based products- Requirements
 PEFC GD 1004:2009, Administration of PEFC scheme
 PEFC/MFCC ST 2001:2020, PEFC trademark rules - Requirements
 PEFC GD 1005:2020, Issuance of PEFC trademarks Use Licences by the PEFC Council
 MFCC SOP 2 Complaints, Appeals and Disputes
 MFCS P 1 Accreditation and Certification Requirements

1.4 Definitions

Claim Claims appear on a product, its packaging, or in related literature or advertising and convey explicitly or implicitly product characteristics or functions and can also be taken as saying something about origin, method of production, legal or environmental aspects. It can take the form of text, symbols, or graphics.

Logo A logo that constitutes a trade mark, which distinguishes goods or services provided in the course of trade.

<i>MFCC</i>	Myanmar Forest Certification Committee
<i>MFCC Employees</i>	In this policy an MFCC employee can refer to full and part time employees, consultants and sub-contractors and volunteers.
<i>MFCS</i>	Myanmar Forest Certification Scheme. MFCS is contained in a range of documents including MFCC policies, Standard Operating Procedures, other supporting system documentation, and the MFCS Forest Certification Standard.
<i>MC&I</i>	Myanmar Criteria and Indicators for Sustainable Forest Management Certification or subsequent versions of these standards. For further information, https://myanmarforestcertification.org/standards/
<i>On-product use</i>	Use of trademark and/or associated claims on product labels or packaging or consumer invoices.
<i>Off-product use</i>	Use of trademark and/or associated claims in brochures, leaflets, advertising, promotions, websites, company stationery, prospectuses and reports for the promotion of products.
<i>PEFC</i>	Programme for the Endorsement of Forest Certification
<i>Retailers and brand owners</i>	Entity procuring PEFC certified finished products from PEFC certified companies and selling them to consumers.
<i>Trademark</i>	All trademarks registered by MFCC, including company name and the MFCC logo.

2 Policy Standards

2.1 Conditions for issuance of the licence

2.1.1 General conditions

An entity applying for the licence shall:

- a) be a legal entity;
- b) agree to be listed on the publicly available MFCC (<http://www.mfcc.org.mm>) 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 in the PEFC GD 1008:2019 PEFC Information and Registration System – Data Requirements;
- c) sign the PEFC/MFCC trademarks Usage Contract with the MFCC (Appendix III).

2.1.2 Special conditions

Three groups of Trademarks Users are identified. These user groups comprise both certificate holders and also non-certificate holders. MFCC issues PEFC trademarks usage licences in Myanmar on behalf of the PEFC Council to the following user groups:

- Group B: Entities certified against a PEFC endorsed sustainable forest management (SFM) standards.
 - 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 valid accredited forest management certificate against MFCS;
 - holders of a regional certificate;
 - holders of a group certificate (eg. group of CF forest owners);
 - individual forest owners (as holders of individual certificate or members in regional or group certification);
 - entities participating in the regional or group forest certification (e.g. contractors);
 - b) Sign the PEFC Trademarks Licence Agreement with MFCC (Appendix III)
- Group C: Entities certified against the PEFC International Chain of Custody standard or a chain of custody standard endorsed by PEFC
 - a) Certified forest related industries (e.g. wood procurement organisations, wood manufacturers and wood processing industries, wood traders, distributors, retailers, etc.) with valid PEFC recognised chain of custody (CoC) certificate; including sites covered by PEFC recognised CoC certificates.
 - b) holder of **multi-site chain of custody certification** is located in Myanmar can apply for a multi-licence covering the whole or part of the scope of the multisite 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 MFCC (Appendix III)

- Group D: Other Users

Organisations and other entities other than those classified under PEFC trademarks user groups B and C which are using the PEFC trademarks off-product for promotional and education purposes.

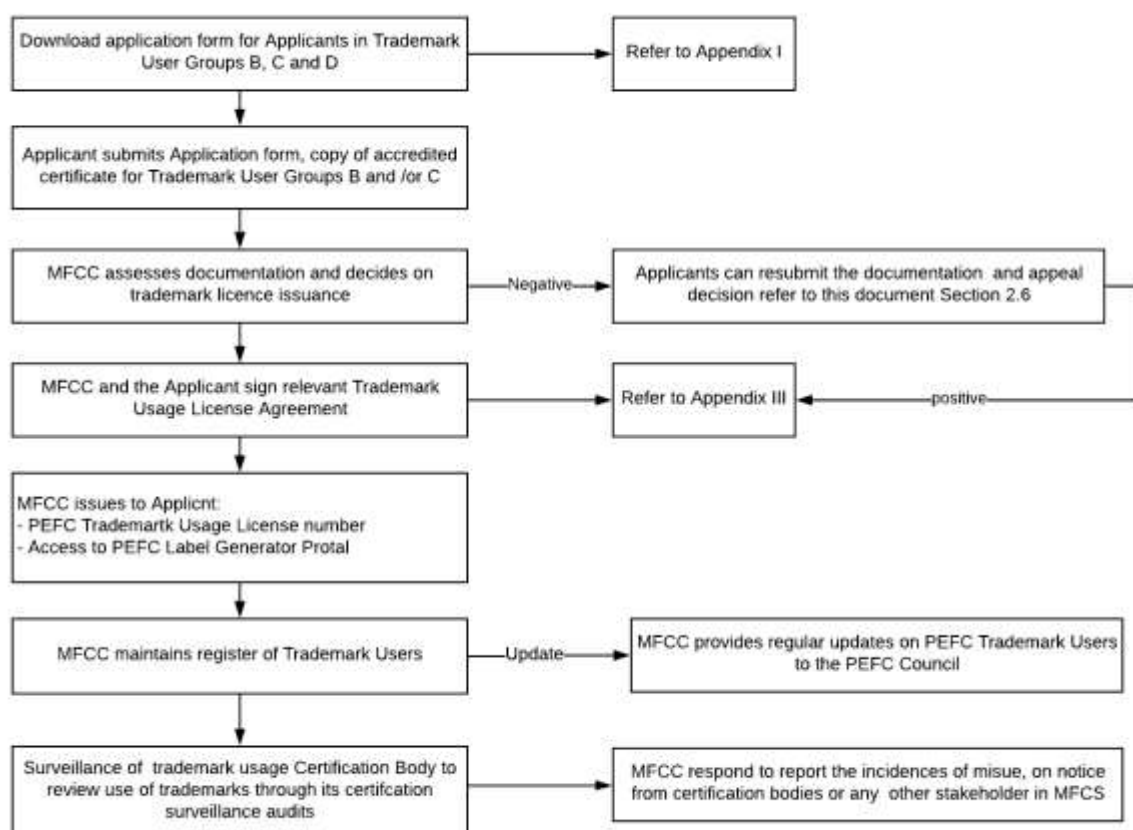
Other users, shall:

- identify the purpose of the PEFC trademarks use, which does not conflict with the objectives and good name of the PEFC Council;
- Sign the PEFC Trademarks Licence Agreement with MFCC (Appendix III).

2.2. Licence Issuance Process

The following process for obtaining trademarks usage rights approval applies to the use of the PEFC trademarks in Myanmar.

Figure 1 provides an overview of this process



2.3 Licence Arrangement

2.3.1 Licence Agreement

If trademarks usage is approved, MFCC prepares a Trademarks Usage Licence Agreement (Appendix III) for the applicant. The Licence Agreement enters into force when both parties sign the agreement.

If the application for trademarks usage is declined, MFCC 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 2.6 describes the procedures to be followed in dealing with the appeal.

Upon the signing of the Licence Agreement, MFCC issues to the applicant the trademarks licence number and provides the applicant with access to the online trademarks portal to generate the trademarks using the PEFC Label Generator system.

MFCC will maintain contact with the trademark 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.

2.3.2 Suspension of Trademark Usage Licence

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

2.4 Validity of Licences

MFCC issues the licence for the following time periods according to the user groups:

- a) User group B: Validity of the forest management certificate;
- b) User group C: Validity of the PEFC chain of custody certificate;
- c) User group D: Validity of the contract.

2.5 ONE-OFF Use of the PEFC Trademarks

MFCC 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 MFCC and PEFC Council;
- b) the PEFC Trademarks shall be used with the MFCC registration number;
- c) the disclaimer "Reproduced with the permission of the MFCC" shall be used.

The application for the one-off use of the PEFC Trademarks is specified in Appendix II.

2.6 Dispute Resolution

MFCC established the dispute resolution committee for the solution of the complaints and appeals arising from concerns, or issues, regarding MFCC activities and their compliance with MFCC requirements. And MFCC provides guidance on such complaints and appeals in its Complaints, Appeals and Disputes Procedure (MFCC SOP 2 CAD) which is available on MFCC website.

2.7 Registration

2.7.1 Responsibility of MFCC

A register of licenced PEFC trademark users has to be kept in electronic format.

MFCC, in issuing licences on behalf of the PEFC Council, is responsible for keeping an up-to-date register of:

- Forest management certificate holders; and
- Chain of custody certificate holders

The registration of certificate holders and trademark 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 security of individual data in information systems.

MFCC is also responsible for transmission of data relating to PEFC certificate holders and trademark users to the PEFC Council. Under the PEFC's current policy, MFCC will provide an update to the PEFC Council at the end of every month, and also when the PEFC Council requests specific data updates.

2.7.2 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 MFCC 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.

2.7.3 Monitoring and Reporting

PEFC trademark usage is subjected to monitoring carried out by accredited certification bodies and MFCC.

MFCC 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 trademark users by user group and type of trademark usage (on- or off-product).

3. Appendices

Appendix I: Application for PEFC Trademark Usage Licence

1. Applicant's Identification Data

Organisation Name	
Company Number	
Registration Number (Office Use)	
Organisation's Representative	
Address	
Contact Person	
Contact Details	
Email/ Website	

2. Applicant's Trademark User Group

(only one category can be marked in a single application)

B. Forest Owner and Manager	<input type="checkbox"/> FM Certificate holder
C. Forest related industries	<input type="checkbox"/> CoC Certificate holder
D. Other users	<input type="checkbox"/>

3. Information and Documents for Application Processing

For Certification holders only

	Date	Signature
Certificate Number/ Expiry date		
Certification Body Name		
Accreditation Body Name		
Accreditation Number		
Turnover for the last year in Kyats		
Documents provided for the Application Processing: <input type="checkbox"/> Copy of the certificate <input type="checkbox"/> Document confirming the turnover for the last year <input type="checkbox"/> Free-form explanation of the intended use of the logo		

4. Self-Declaration

I hereby confirm that:

- I have read the PEFC ST 2001:2020, PEFC trademark rules - Requirements concerning the PEFC trademark usage and accept them; and
- the data included in this application are complete and truthful.

Signature of applicant's representative

Name

Date

Appendix II: Application for ONE-OFF USE of PEFC Trademarks

1. Applicant's Identification Data

Organisation Name	
Company Number	
Registration Number (Office Use)	
Organisation's Representative	
Address	
Contact Person	
Contact Details	
Email/ Website	

2. Purpose of the PEFC Trademarks Use

Explanation of the intended use of the PEFC Trademarks

Signature of applicant's representative

Name

Date _____

Appendix III: PEFC and MFCC Trademark Usage Licence Contract

PEFC Trademark Usage Contract

Between

(1) **Myanmar Forest Certification Committee**, hereafter the “MFCC”, having its registered office at Forest Compound, Bayintnaung Road, West Gyogone, Insein Township (11011), Yangon, Myanmar

And

(2) **Name and address of the trademark user**, hereinafter the “Trademark User”, having its registered office at address.....

Whereas the name of organisation is a trademark user under the trademark user group B, C or D as defined in the Section 2.1.2 of Issuance of PEFC Trademarks Usage Licences by MFCC.

Whereas the MFCC is owner and has the copyright on the MFCC registered trademark;

Whereas the trademark user is to be granted a licence for the PEFC trademarks with registration number PEFC/.....and to be allowed to use the PEFC trademark according to the latest version of PEFC ST 2001, Trademarks Rules – Requirements and to this contract;

Whereas the MFCC is a PEFC authorised body for Myanmar with the right to issue PEFC trademarks usage licences on behalf of the PEFC Council.

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

1. The PEFC Trademarks Rules

This is set of requirements for the use of the PEFC trademarks defined in PEFC ST 2001:2008, which can be found at the official PEFC Council website www.pefc.org. PEFC ST 2001:2020 is valid as stated now and as may be from time to time altered by the PEFC Council.

2. MFCC Trademark Usage Rules

This is the set of requirements for the use of the MFCC trademark defined in MFCS P2 TU that can be found at the official MFCC website www.mfcc.org.mm. MFCS P2 TU is valid as stated now and may be from time to time altered by the MFCC.

Terms of the Agreement:

The Parties agree that the following terms and conditions shall apply to the use of the PEFC Trademarks:

Article 1: Definitions

<i>Trademarks User Classification Group</i>	There are three groups of Trademarks Users, as defined in the MFCS P2 IPTUL. These are: <ul style="list-style-type: none"> • B - Forest owners and managers • C - Forest related industries • D - Other users
<i>Logo</i>	A logo that constitutes a trade mark, which distinguishes goods or services provided in the course of trade.
<i>MFCC</i>	Myanmar Forest Certification Committee
<i>MFCS</i>	Myanmar Forest Certification Scheme. MFCS is contained in a range of documents including MFCC policies, Standard Operating Procedures, other supporting system documentation, and the MFCS Forest Certification Standard.
<i>MC&I</i>	Myanmar Criteria and Indicators for Sustainable Forest Management Certification or subsequent versions of these standards. For further information, https://myanmarforestcertification.org/standards/
<i>On-product use</i>	Use of trademark and/or associated claims on product labels or packaging or consumer invoices.
<i>Off-product use</i>	Use of trademark and/or associated claims in brochures, leaflets, advertising, promotions, websites, company stationery, prospectuses and reports for the promotion of products.
<i>PEFC</i>	Programme for the Endorsement of Forest Certification
<i>Trademark</i>	All trademarks registered by MFCC, including company name and the MFCC logo

Article 2: Copyrights to the PEFC Trademark

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.
2. For the avoidance of any doubt, the MFCC logo is copyright material and is a registered trademark owned by the "MFCC" are covered by copyright and are registered. Unauthorised use of this copyright material is prohibited and may lead to legal action. The use of the MFCC logo is regulated and governed by the MFCC.

Article 3: Responsibilities of the Trademark User

1. The trademark user is obliged to use the PEFC trademarks in accordance PEFC ST 2001, Trademarks Rules – Requirements, as stated now and as may be amended by the PEFC Council from time to time.

2. For the use of off-product, the trademark user is obliged to use the MFCC trademark in accordance with the MFCC Trademark Use Rules and, as stated now and as may be amended by the MFCC from time to time.
3. The trademarks user is responsible for keeping themselves informed and adapt their usage to any changes to this standard conducted by the PEFC Council.
4. The trademarks user shall use the trademarks under the scope of PEFC/MFCC activities.
5. The trademark user is obliged to inform the MFCC immediately and truthfully on any changes concerning trademark user's identification data.

Article 4: Responsibilities of MFCC

1. MFCC shall use every reasonable endeavour to provide the Trademarks User with access to the PEFC Label Generator portal within two weeks following the signing the Licence Agreement.
2. The MFCC is obliged to inform the trademark user on any changes of the PEFC Council and MFCC regulations and documentation concerning the PEFC trademarks usage which affect this contract.

Article 5: Penalty

1. The Trademarks User agrees the use of the PEFC Trademarks is regulated and governed by MFCC and is controlled and monitored by certification bodies accredited by Myanmar Accreditation Division or an IAF member to undertake Forest Management and CoC certification under the MFCS. The Trademarks User agrees that unauthorised use of the PEFC Trademarks is prohibited and may lead to legal action being taken against it.
2. The MFCC may impose, in case of user group B and C, a contractual penalty of an amount being one-fifth the market value of the products to which unauthorised on- or off-product trademark use relates, unless the trademark user proves that such unauthorised use was unintentional. In the latter case the penalty will be limited to 15000 Swiss France (CHF) = (2322694.37) kyats as referred to the currency exchange of 1 CHF = 1548.64 MMK.
3. The MFCC has the right to alter the amount of penalty demanded for use of the trademark in contravention of the contract. The change shall come into effect in the contract between the MFCC and the trademark user three months and five days after the former has informed the latter, in writing, of the change.

Article 6: Contract Termination

1. Either party may terminate the contract with three-month prior notice by registered letter.
2. The MFCC may revoke the contract temporarily with immediate effect while a suspicion of contravention of the contract is being investigated. In case of suspicion, the MFCC shall send the trademark user a written request for an explanation and notification of the temporary revocation of the contract. The trademarks user(s) has (have) two (2) weeks from the date the email was sent to confirm receipt and provide explanation to the PEFC Council. The temporary revocation shall remain in effect for a maximum period of one (1) month or longer if MFCC

determines further investigations are required after the Trademarks User has provided an explanation concerning the suspected misuse to MFCC.

3. When the Trademarks User has implemented appropriate corrective measures approved by MFCC and given notification that this has been done, MFCC may agree to the Trademarks User resuming its rights under this Licence Agreement.
4. The MFCC may terminate the contract with the immediate effect if there are reasons to believe that any of the terms of the contract are not being adhered to.
5. Withdrawal, suspension or the end of the validity of the MFCC recognised forest management certificate, in case of the group B logo user or MFCC recognised chain of custody certificate, in case of the group C logo user, 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 forest management or the chain of custody certificate.
6. Withdrawal, suspension or the end of the validity of the certificate (for Forest Management and/or Chain of Custody) recognised by MFCC will result in automatic termination of the Licence Agreement with effect on the same date as the withdrawal, suspension or the end of the validity of the certificate.
7. MFCC is not obliged to pay compensation for any costs or other damages which the temporary revocation or termination causes to the logo user.

Article 7: Reporting and Presentation

1. The MFCC is permitted to present publicly trademark user's identification data and information concerning the certification status provided by the Trademarks User or the relevant certification and/or accreditation body.
2. The trademark user, in case of user group B and C, shall undertake to provide, immediately after each audit, the MFCC with a notification, verified by the accredited certification body, of the on-product use of the PEFC trademarks broken down by product, product category, production unit or similar, to the degree of accuracy that the chain of custody system used by the trademark user permits. In the same conjunction, the trademark user shall supply MFCC with a detailed, free form account of any off-product use of the PEFC Trademarks.
3. The trademark user, in case of user group D, shall give the MFCC an annual report containing an itemised, free form account of the off-product usage of the PEFC Trademarks.

Article 8: Validity of the Contract

1. The contract enters into force when it has been signed by both parties.

Article 9: Other terms of the contract

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

2. The trademark user, in case of the group B and C, undertakes to enter an agreement with the certification body within three months of signing this contract (a copy to be sent to the MFCC) to that effect that, in conjunction with the audits conducted subsequent to signing this contract, certification body will examine the system by means of which the trademark user keeps records of the production volumes marked with the trademark and how the trademark is used on them. The certification body shall have a right to inform the MFCC of changes of which it is aware, without consulting the trademark user.

Article 10: Arbitration

1. This contract is subject to Myanmar law.
2. Any disputes arising out of this agreement shall be finally and exclusively settled by the State Courts of Myanmar.

Signed in duplicate

In..... on DD. MM. YYYY

Appendix IV: PEFC Trademarks Usage Registration Coding System

Section 7 of GLI 4/2007 Internal Rules for the PEFC Registration System.

[MFCC to provide PEFC Coding System to User and Download at www.pefc.org.mm]

4 Document History

Date of Amendment:	Version	Approval date:	Requested by:	Nature of Change	Approved by:
2021.03.25	v02.00	2023.01.11	MFCC Project Management Team	1.Change Abbreviation name ; From MFCS P 2 IPLUL(Issuance of Issuance of PEFC Logo Usage Licences by MFCC) to MFCS P 2 IPTUL (Issuance of PEFC Trademarks Usage Licences by MFCC) 2. At all sections, Amend as “trademarks” instead of “logos”. 3. At Section 1.1: Introduction, Merge second paragraph and third paragraph. 4. At Section 1.1: Introduction, Deleted fourth paragraph. 5. Section 1.4: Definitions, Added “MC&I” and “Retailers and Brand Owners” Definitions. 6. Section 2.1.1: General conditions; Change bullet (b) “agree to be listed on the publicly available MFCCData Requirements”. 7.Section 2.1.2 Special conditions; Group B : Added certificate holders: “-holders of a regional certificate -individual forest owners (as holders of individual certificate or members in regional or group certification) -entities participating in the regional or group forest certification (e.g. contractors)” “b)Sign the PEFC Trademarks Licence Agreement with MFCC (Appendix III)” 8.Section 2.1.2 Special conditions; Group C, Added	MFCC

				<p>"b)Sign the PEFC Trademarks Licence Agreement with MFCC (Appendix III)"</p> <p>9. Section 2.2.Licence Issuance Process, Updated "Figure 1".</p> <p>10. Section 2.3.1 Licence Agreement, Added a paragraph "If the application for trademarks usage is declined.....in dealing with the appeal."</p> <p>11. Section 2.3.1 Licence Agreement, Change second paragraph "Upon the signing of the Licence Agreement, MFCC issuesPEFC Label Generator system."</p> <p>12. Section 2.3.1 Licence Agreement, Last paragraph, amend as "according to the requirements contained in the PEFC ST 2001:2020.....standard" instead of "according to the principles and guidelines contained in the PEFC Logo Usage Toolkit."</p> <p>13. Added Section 2.5 ONE-OFF Use of the PEFC Trademarks.</p> <p>14. Change "Section 2.5 Dispute Resolution" to "Section 2.6Dispute Resolution".</p> <p>15. Change "Section 2.6 Registration" to "Section 2.7 Registration".</p> <p>16. Change Section "2.6.1 Responsibility of MFCC" to "section 2.7.1 Responsibility of MFCC" and at second paragraph, deleted bullet 3.</p> <p>17. Added Section 2.7.2 Coding System.</p> <p>18. Deleted "Section 2.7 Logo Usage Fee".</p> <p>19. Deleted "Appendix I: PEFC Logo Usage Toolkit."</p> <p>20. Added "Appendix II: Application For ONE-OFF USE of PEFC Trademarks".</p>	
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				21. Updated "Appendix III: PEFC and MFCC Trademark Usage Licence Contract". 22. Added "Appendix IV: PEFC TRADEMARKS USAGE REGISTRATION CODING SYSTEM".	