
Issuance of TFCC trademarks usage licences

Thailand Forest Certification Council - TFCC
The Federation of Thai Industries



Document name: Issuance of TFCC trademarks usage licences		
Document title: TFCC PD 001:2024	Issue date: 4 March 2024	Application date: 4 March 2024
Edition No.: 2	Performed by: Ms. Khemyanaporn Watanachevanopakorn	Approved by: Ms. Patranda Saengmahamad

Contents

1	Scope	4
2	Normative references	4
3	Terms and Definitions	4
3.1	Accredited certificate	4
3.2	TFCC recognised certificate	4
4	Conditions for the issuance of licences	4
4.1	General conditions	4
4.2	Special conditions	5
5	License issuance process	5
6	Validity of licences	6
7	One – off Use of the TFCC trademarks	6

TABLE OF APPENDICES:

Appendix 1: TFCC Trademarks Usage Contract

Appendix 2: Application for TFCC trademarks usage license

Introduction

Thailand Forest Certification Council (TFCC) is the organisation promoting sustainable forest management through forest certification and labelling of forest-based products. In general, TFCC provides Forest Management Certification which endorsed by PEFC. Therefore, product from TFCC certified forest will be able to use PEFC claim and/or label. Meanwhile, using PEFC trademark can refer to PEFC ST 2001, PEFC Trademarks Rules. However, all user except Chain of Custody certified company can apply to use TFCC logo in the propose of off-product only.

This document provides guidance on the issuance of the TFCC logo usage licences in compliance with TFCC SD 003, *TFCC Trademarks Rules – requirement*.

1 Scope

This TFCC PD 001 sets out the rules for the issuance of TFCC Logo use licences, hereafter “licences”, by F.T.I. to ensure legally compliant use of the TFCC Logo in accordance with the TFCC Logo usage rules – requirements, TFCC SD 003.

F.T.I. is the TFCC Logo’s owner to issue licences to entities located in Thailand and sites in other countries, participating in a multi-site Chain of Custody certification with the central office being in Thailand.

2 Normative references

PEFC SD 003, TFCC Trademarks Rules – Requirements

3 Terms and Definitions

3.1 Accredited certificate

A certificate issued by a certification body within the scope of its accreditation, which bears the accreditation body’s symbol.

3.2 TFCC recognised certificate

a valid, accredited Forest Management certificate of a certification body notified by TFCC, issued against TIS 14061, Sustainable Forest Plantation Management - Requirements of the Thailand Forest Certification System (TFCS) to an entity registered in Thailand.

***Note 1:** TFCC endorsed forest certification systems are found at the TFCC website <https://tfcc.fti.or.th/>.*

4 Conditions for the issuance of licences

4.1 General conditions

An entity applying for the license shall

- a) be a legal entity,
- b) agree that the entity’s identification and other information as specified by the TFCC are publicly available on the web based PEFC Information and Registration System and TFCC website.

4.2 Special conditions

User group A: Forest owners/managers, shall

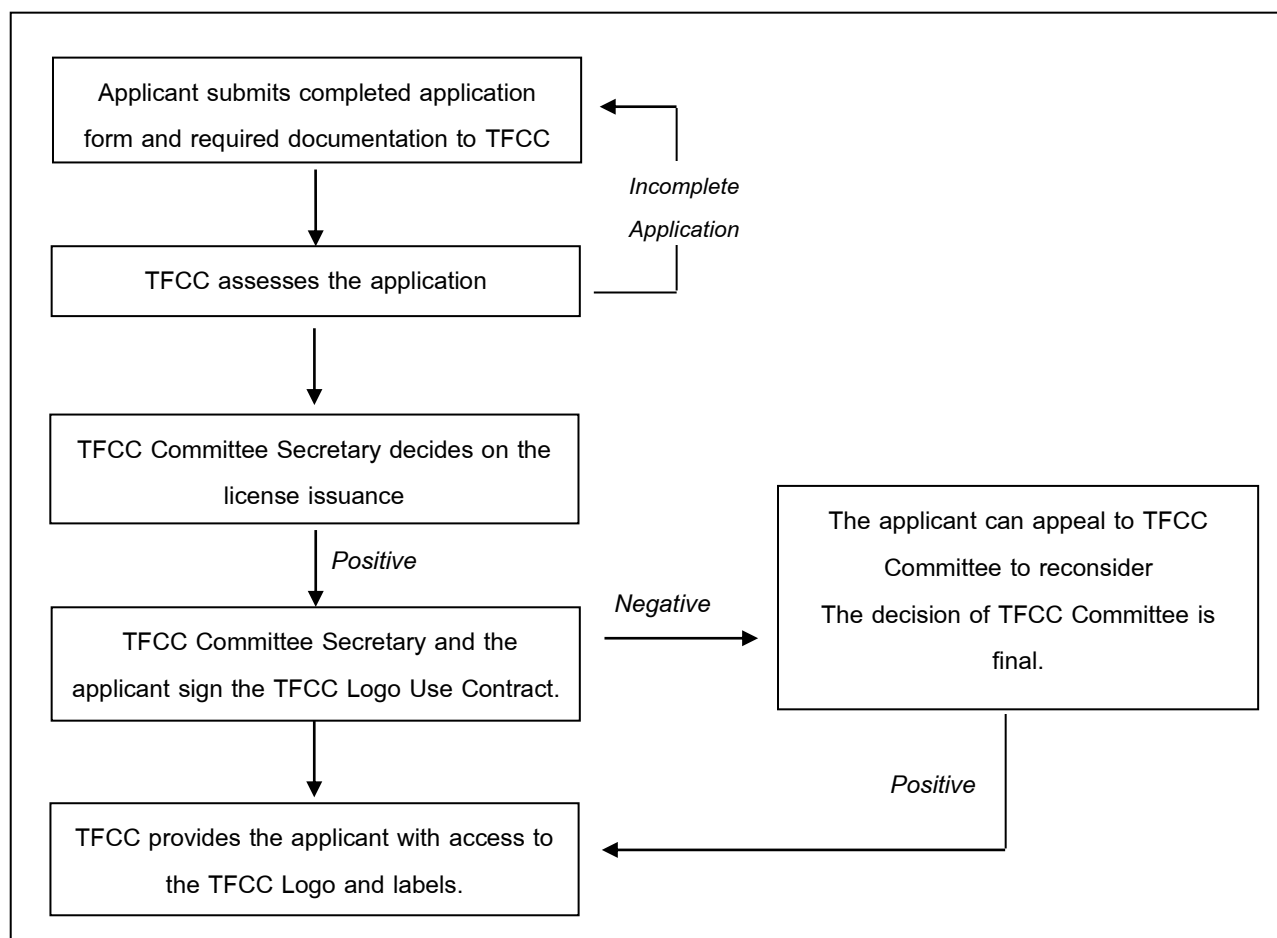
- a) hold a valid TFCC recognised Forest Management certificate, issued against a valid version of TIS 14061 of the TFCS.
- b) sign a TFCC trademarks usage contract with F.T.I. (Appendix 1).

User group B: Other users, shall

- a) identify the purpose of the TFCC Logo use, which does not conflict with the objectives and good name of the TFCC,
- b) be registered in Thailand,
- c) sign a TFCC trademarks usage contract with F.T.I. (Appendix 1).

5 License issuance process

Figure 1 : Trademarks usage licence issuance



Note: TFCC Committee Secretary will sign on behalf of F.T.I., who is authorized person by the chairman of F.T.I.

6 Validity of licences

User group	PEFC Licences are valid for the following time periods
User group A	Validity of TFCC Forest management certificate, the certificate was issued against of the version of TIS 14061 or TCAS 14061 of the TFCS.
User group B	Validity of the contract

7 One - off Use of the TFCC trademarks

TFCC may allow a one-off usage of the TFCC trademarks for off - product purposes to users without an individual license (e.g. in newspapers, reports, publications, etc.) under the following conditions:

- a) the use shall not conflict the objectives of TFCC,
- b) the TFCC trademarks shall be used without the license number,
- c) the disclaimer "Reproduced with the permission of PEFC" shall be used.

The application for the one-off use of the TFCC trademarks is specified in Appendix 3.

TFCC trademarks usage contract

Between

- (1) The Federation of Thai Industries, hereafter “F.T.I.”, having its registered office at 2, Naradhiwas Rajanagarindra Road, Thung Maha Mek, Sathon, 10120 Bangkok, Thailand

And

- (2) *[Name of the trademarks user]*, having its registered office at *[address to be completed]*

Whereas *[name of organisation]* is a trademarks user in the User Group *[name of the User Group (i.e. A – Forest owners/managers, B– Other users)]* as defined in the TFCC SD 003, *Trademarks Rules – Requirements*, including the following sites:

[list of sites]

Whereas the F.T.I. is the owner of, and has copyright on, the registered TFCC trademarks:

Whereas the trademarks user is to be granted a TFCC trademarks licences with the number *TFCC/xx-xx* and to be allowed to use the TFCC trademarks according to the TFCC trademarks Usage Rules:

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

Article 1: Definitions:

1. The TFCC trademarks Usage Rules

This is set of requirements for the use of the TFCC trademarks defined in TFCC SD 003, which forms part of the contractual documentation. The latest edition of TFCC SD 003 (including any amendment) or the document which replaces TFCC SD 003 applies.

Article 2: Copyrights to the TFCC trademarks

1. For the avoidance of any doubt, the TFCC Logo is copyrighted material and a registered trademark owned by the F.T.I. The initials “TFCC” are also registered and covered by copyright. Unauthorised use of this copyrighted material is prohibited and may lead to legal action. The use of the TFCC trademarks is regulated and governed by the F.T.I.

Article 3: Responsibilities of the trademarks User

1. The trademarks user is obliged to use the TFCC trademarks in accordance with the TFCC SD 003, *TFCC Trademarks Rules – Requirement*, and together with a licence number issued by F.T.I. so as to ensure that the trademarks user is identifiable.
2. The trademarks user is obliged to inform TFCC Committee Secretary immediately and truthfully on any changes concerning trademarks user's identification data and certified status in case of trademarks user group A.

Article 4: Responsibilities of

1. TFCC is obliged to provide the trademarks user with access to the TFCC Logo and labels within 15 working days after this contract was signed by the trademarks user and TFCC Committee Secretary.
2. TFCC is obliged to inform the trademarks user on any change of the regulations and documentation concerning TFCC trademarks usage, which affects this contract.

Article 5: Penalty

1. In case of a trademarks use by the trademarks user which is not in accordance with the *TFCC Trademarks Rules - Requirements* or this contract, F.T.I. may impose, in case of user group A, a contractual penalty of an amount being one-fifth the market value of the products to which the trademarks use relates, unless the trademarks user proves that such unauthorised use was unintentional. In the latter case, the penalty will be limited to 50,000 THB.
2. F.T.I. has the right to alter the amount of the penalty demanded for use of the TFCC trademarks in contravention of the contract. The change shall come into effect three months after the F.T.I. has informed the trademarks user, in writing, of the change.

Article 6: Contract Termination

1. Either party may terminate this contract with three-month prior notice by registered letter.
2. F.T.I. may revoke this contract temporarily with immediate effect while a suspicion of contravention of the contract or the *TFCC Trademarks Rules – Requirements* is being investigated. In case of suspicion, F.T.I. shall send the trademarks user a written request for an explanation and notification of the temporary revocation of the contract. The temporary revocation shall remain in effect for a maximum period of one month after the trademarks user has provided an explanation concerning the suspected misuse to F.T.I. which will examine the matter. F.T.I. may reverse a decision on the temporary revocation

of the contract when the trademarks user has implemented corrective measures approved by F.T.I. and given F.T.I. notification that this has been done.

3. F.T.I. may terminate the contract with immediate effect if there are reasons to believe that any of the terms of the contract or the *TFCC Trademarks Rules - Requirements* are not being adhered to.
4. Withdrawal, suspension or expiry of the TFCC recognised Forest Management certificate, in case of trademarks user group A, will result in automatic termination of the TFCC trademarks license contract with effect on the same date as the withdrawal, suspension or expiry of the Forest Management.

Article 7: Reporting and Presentation

In case of trademarks user group B, the trademarks user shall provide F.T.I. with an annual report containing a free form account of the off-product use of the TFCC trademarks.

Article 8: Validity of the Contract

1. The contract enters into force when it was signed by the trademarks user and F.T.I.

Article 9: Other terms of the contract

1. F.T.I. 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 third party, or if F.T.I. has reasons to believe that the contract is being contravened. The trademarks user shall bear responsibility for the costs of said inspection and any other detrimental effects.
2. The trademarks user, in case of the group A, undertakes to enter an agreement with the certification body within three months of signing this contract 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 trademarks user keeps records of the production volumes marked with the TFCC trademarks and how the trademarks is used on them. The certification body shall have a right to inform the F.T.I. of changes of which it is aware, without consulting the trademarks user.

Article 10: Arbitration

1. This contract is subject to Thailand's law.
2. Any disputes arising out of this agreement shall be finally and exclusively settled by the courts of Thailand.

Signed in duplicate.

In Bangkok on DD MM YYYY

Inon DD MM YYYY

For and on behalf of

For and on behalf of

The Federation of Thai Industries (F.T.I.)

the trademarks user

[Name]

TFCC Committee Secretary

On Behalf the Federation of Thai
Industries (F.T.I.)

**APPLICATION FOR
TFCC TRADEMARKS USAGE LICENCE**

I. Applicant's Identification Data

Organisation name			
Address	Street, No.		
	City	Zip	
	Country		
Contact person			
Telephone		Fax	
E-mail		Http	

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 Trademarks User Group

A. Forest owners / managers	<input type="checkbox"/> Holder of an individual Forest Management certificate
	<input type="checkbox"/> Central office of a Group Forest Management certification
	<input type="checkbox"/> Participant in a Group Forest Management certification
B. Other Users	<input type="checkbox"/>

(only one category can be marked in single application)

III. Information and Documents for Application Processing:

Certificate number (if group A)	
Certificate expiry date (if group A)	
Certification body (if group A)	
Documents required for processing the application:	
<input type="checkbox"/> Copy of TFCC certificate (if group A)	
<input type="checkbox"/> Copy of the confirmation of participation in Group Forest Management certification (group A if applicable)	

IV. Self-Declaration:

I hereby confirm that:

- I have read F.T.I.'s regulations concerning TFCC trademarks usage and accept them,
- the data included in this application is complete and correct.

Signature of applicant's representative

APPLICATION PROCESSING FORM

(Completed by TFCC)

I. Application Processing:

		Date	Signature
Date of application receive	<input type="checkbox"/> Yes		
Fulfilment of the requirements	<input type="checkbox"/> Yes		
	<input type="checkbox"/> No		
Contract sent to the applicant	<input type="checkbox"/> Yes		
Signed contract received	<input type="checkbox"/> Yes		
Contract signed by both parties sent to the applicant	<input type="checkbox"/> Yes		
Applicant provided with access to TFCC Logo and labels	<input type="checkbox"/> Yes		

II. Application Appeal Process:

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

III. Revocation and Termination of the Licence:

Statutes of Decision	Date	Penalty

**APPLICATION FOR
ONE-OFF USAGE of the TFCC TRADEMARKS**

I. Applicant's Identification Data

Organisation name			
Address	Street, No.		
	City	Zip	
	Country		
Contact person			
Telephone		Fax	
E-mail		Http	
Logo Use Time Period			

II. Purpose of the TFCC Trademarks Usage

Explanation of the Intended Use of the TFCC Logo or TFCC Initials

Signature of applicant's representative
(Given in Section I)

--