



NETWORK FOR CERTIFICATION AND CONSERVATION OF FORESTS (NCCF)

Procedure for NCCF Notification of Certified Entities with ToF certification scheme

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NCCF -STD- NCE- 01 /2023

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01/2023**Approved By:** Governing Body

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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.

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## **1. Objectives**

This procedure describes the requirements for NCCF notification of certified entity with ToF certification scheme under the Network for Certification and Conservation of Forests (NCCF) in India.

## **2. Scope**

This procedure covers the ToF notification by NCCF of certified entities with ToF certification for the India, Criteria and Indicators for ToF Certification or subsequent editions of these standards.

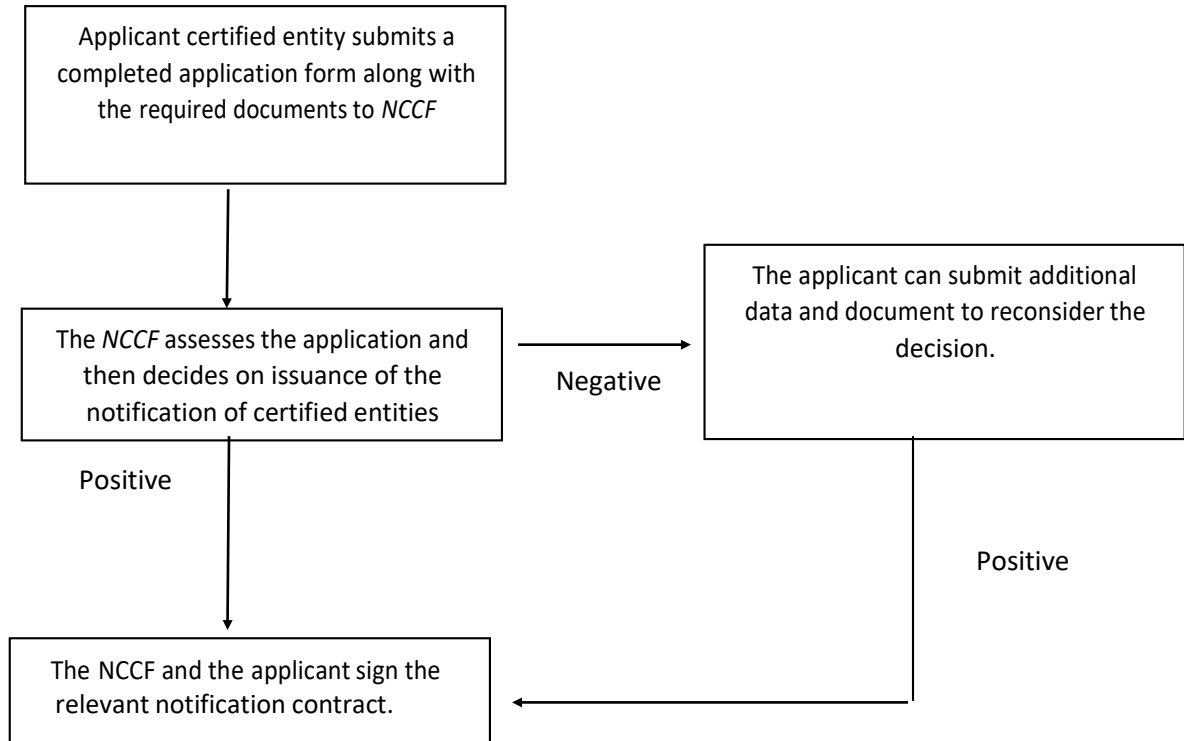
As NCCF is scheme owner of ToF certification scheme in India, in which the certification body is providing NCCF ToF recognized certification to the applicants/certified entities, the certified entity shall apply to NCCF to obtain the NCCF notification using the application form as shown in Annex 2.

## **3. Conditions for NCCF ToF Notification Fee**

The certified entity applying for NCCF notification for the NCCF Trees outside Forests (ToF) certification scheme under the National Forest Certification Standards and Scheme (NFCSS) (India) shall fulfill the requirements mentioned as under:

- a. be a legal entity, such as a company, business or society, within India; and/or if outside India, be a legal entity in the country concerned.
- b. agree to be listed on the publicly available Internet based databases /list on NCCF website, with information that will include the certified entity identification data and/or other data as specified.
- c. for certified entity within India, have a valid certificate issued from a certification body with valid accreditation certificate issued by the National Accreditation Board for Certification Bodies (NABCB), India 's national accreditation body that is signatory of the Multilateral Recognition Arrangement (MLA) for product certification of the International Accreditation Forum (IAF).
- d. to sign a NCCF Notification Agreement for ToF certification with NCCF; and
- e. ensure that organization has applied for NCCF Logo Usage with NCCF

#### 4. NCCF Notification Issuance Procedures



## 5. Obligations of the NCCF Notified Certified Entity

The NCCF notified certified entity of ToF certification scheme shall:

- a. Ensure valid ToF certification status of the certified entity by a certification body accredited to NABCB for operating ToF certification scheme
- b. Inform NCCF about any changes in its certification scope related to ToF Certification scheme
- c. Ensure entering into agreement for ToF notification fee with NCCF along with award of ToF certificate by a certification body.
- d. Provide NCCF, without undue delay, information on every invoice raised with claim of NCCF certified under the ambit of ToF certification scheme. The range of data is specified by NCCF.
- e. Pay NCCF the notification fee for each invoice raised with claim of NCCF certified under the scope of ToF certification, when invoiced by NCCF. The amount of the fees is specified in Annexure 4. NCCF shall decide the frequency of payment for the complete year.
- f. NCCF Notification Fee Schedule can be changed by NCCF Governing Body during the validity of the Agreement. Any change to the Agreement between NCCF and the notified certified entity resulting from a change in the rates will take effect the year following that in which NCCF has informed the notified certified entity, in writing, of the change.
- g. Inform NCCF as per the requisite range of information and that this information (except the certificate holder's turnover) will be made publicly available on the NCCF website.
- h. Ensure that client organization has applied for NCCF Logo Usage application with NCCF.

## 6. Validity of NCCF Notification

The period of validity of a certification status of certified entity from the concerned certification body shall have an expiry date, and also it may also be suspended, terminated or withdrawn before the expiry date and is also subjected to periodic audits.

- a. The NCCF notification shall be valid for period of validity of ToF certificate.
- b. The NCCF notification shall be valid for the period of the validity of the certification body's accreditation.
- c. The NCCF notification can be suspended by NCCF if the certified entity is suspected of violations of the NCCF Notification Agreement (see conditions in Appendix 1). If, after investigation, the suspicion is proven to be founded, the notification can be cancelled by NCCF.

## 7. Data Management Procedure

- a. The organisational data collected from the organization shall be processed lawfully, fairly and in a transparent manner in relation to individuals and certified organisation respectively. This information is necessary for the management of database. They are not made publicly available. It shall be collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes.
- b. All the database received from the organization are maintain for a duration of five (5) years.
- c. The data management shall be processed in a manner that ensures appropriate security of the organizational data, including protection against unauthorised or unlawful processing and using it for appropriate technical or organisational measures.

## Annex 1

### ToF Notification Agreement for Certified Entity with ToF Certification scheme by notified Certification Body

between

(1) **Network for Certification and Conservation of Forests (NCCF)**, having its registered office at: EPCH House, Pocket 6 & 7, Sector C, LSC, Vasant Kunj, New Delhi 11007, India (hereafter referred to as "*NCCF*")

and

(2) **Name, address of registered office** and company number of the certified entity (hereafter the "*Notified Certified Entity*")

#### Recitals:

Whereas NCCF is a not-for-profit organization registered under the Societies Registration Act 1860 by guarantee incorporated under the laws of India which is principally involved in establishing and operating a Tree outside forests (ToF) certification scheme in India and NCCF is the governing body of the National Forest Certification Standards Scheme (NFCSS) and is the owner of the NCCF logo and NFCSS claims.

Whereas (name of the Notified Certified Entity) is a ToF certified entity operating ToF certification which is recognized by NCCF. Certified entity is awarded with ToF certificate by Notified certification body and NCCF recognizes certificates issued by the Notified Certification Body within the scope of valid accreditation to organizations which are registered in *India*.

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

#### Terms of Agreement

The Parties agree that the following terms and conditions shall apply to the notification of the Certification Body: **Article 1: Responsibilities of the Notified Certified Entity**

The ***Notified Certified Entity*** is obliged to:

a. Pay *NCCF* notification fee for every invoice with NCCF ToF claim, when invoiced by the *NCCF*. The tariff rate of the fees is specified in Annex 4, ***Tariffs of the Notification Fee of NCCF*** and can be changed by *NCCF* during the validity of the contract. Any change to the contract between the *NCCF* and the notified certified entity resulting from a change in the rates will take effect the year following that in which the *NCCF* has informed the Notified Certified entity, in writing, of the change.

b. Agree to be listed on the publicly available, web based NCCF Information Register, including the Certified entity identification data and/or other data as may be specified by the NCCF.

c. Share the range of information it is reporting to *NCCF* and that this information (except the turnover & invoice values shared by certified entity) will be made publicly available on the NCCF Information Register.

d. Inform the NCCF about each consignment containing NCCF ToF certified products along with invoice of it, to take approval of NCCF logo usage and notification fee to be charged by NCCF

e. Provide evidence of supporting information to Certification body for verification of claims during the surveillance and re-evaluation audits of ToF certification scheme.



The **NCCF Notified Certified Entity** undertaken **ToF certification** is obliged to:

- f. Enter into Notification fee agreement with NCCF along with ToF certification award by certification body.
- g. Have and keep records of documents reviewed in compliance with ToF certification scheme and inform *NCCF* immediately about any changes in the certification. Upon request it shall provide updated evidence that it still meets the requirements of certification.
- h. Provide *NCCF* immediately and truthfully with a completed reporting form for each invoice with certified claim, issued within the scope of NCCF ToF Certification and on changes concerning certificate.
- i. Provide *NCCF* upon request, with a list of invoices issued under the scope of notification by *NCCF*, including information defined in the reporting form in the appendix 5 to this document.

#### **Article 2: Responsibilities of NCCF**

NCCF recognize the awarded NCCF ToF certificate issued by the Notified Certification Body. NCCF responsibilities should refer:

- a. To have signed the agreement with certified entity along with issuance of ToF certificate to the certified entity. NCCF may leverage the certification bodies for signing off the notification fee agreement with certified entity along with NCCF.
- b. NCCF provides organizations holding ToF certificate with access to the NCCF Logo, which is registered in India, subject to the conditions and fees specified and as prescribed by NCCF.
- c. NCCF will agree to list on the publicly available Internet-based databases (<https://nccf.in/certificate-holder/>), information that will include the client organization's identification data and/or other data in relation to its certification after the client organization has applied for NCCF logo usage.
- d. NCCF is obliged to inform the Notified Certified Entity of any changes to the NCCF regulations and documentation which affect this Notification Agreement.

#### **Article 3: Termination**

- a. NCCF may terminate the Notification Agreement with three months prior notice by a registered letter.
- b. NCCF may suspend the Notification Agreement with immediate effect if there are reasons to believe that any provision of the NCCF Notification Agreement is not being adhered to.
- c. Withdrawal, suspension or the end of the validity of the NCCF Notified Certified entity's certification will result in automatic termination of this Notification Agreement with effect on the same date as the withdrawal, suspension or the end of the validity of the NCCF Notified Certified entity's certification.
- d. No NCCF Notification Fee is refunded to the NCCF notified certified entity in case of temporary suspension or termination of the contract according to the Article 3.
- e. NCCF is not obliged to pay compensation for any costs, expenses, loss or other damages for any temporary suspension or termination causes to the NCCF Notified Certified Entity.
- f. The NCCF notification may be terminated by the NCCF in case of the withdrawal, suspension or end of the validity of accreditation of NCCF notified certification body, involved in the certification of certified entity.

#### **Article 4: Validity of the Agreement**

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

shall remain valid for the period of the validity of the certificate of certified entity.

**Article 5: Governing Law – Jurisdiction**

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 Authorised Body and whose decision shall be final and binding. The Notified Certified entity hereby confirms that she/he shall have no objection to this appointment.

Signed in duplicate.

In            on

In            on

\_\_\_\_\_  
Director General

For and on behalf of the NCCF

\_\_\_\_\_  
For and on behalf of the Notified Certified Entity

**ANNEX 2**

**Application Form for NCCF Notification**

**I. Applicant's Identification Data**

<b>Organization name</b>			
<b>Organization's representative</b>			
<b>Address</b>	<b>Street, No.</b>		
	<b>City</b>	<b>Zip</b>	
	<b>Country</b>		
<b>Contact person</b>			
<b>Telephone</b>		<b>Fax</b>	
<b>E-mail</b>		<b>Http</b>	

**II. Type of certification**

- a. Tree outside Forests certification
- b. Chain of Custody certification

**III. Information and Documents for Application Processing:**

- a. Trees outside Forests (ToF) certification

<b>Certificate number / expiry date of validity</b>	
<b>Certification Body Name</b>	
<b>Documents required to process the application:</b> <input type="checkbox"/> Copy of the certificate issued against ToF certification scheme	

- b. Chain of Custody certification

<b>Certificate number / expiry date of validity</b>	
<b>Certification Body Name</b>	
<b>Documents required to process the application:</b> <input type="checkbox"/> Copy of the certificate	

**IV. Self-Declaration:**

I hereby confirm that:

- a. I have read the NCCF's regulations concerning NCCF ToF certification and notification and accept them,
- b. The data included in this application is complete and truthful.

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

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**ANNEX 3**

**Application Processing Form**

*(to be Completed by the NCCF)*

**I. Application Processing:**

		Date	Signature
Date application received	<input type="checkbox"/> Yes		
Fulfilment of the NCCF 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 returned	<input type="checkbox"/> Yes		

**II. Notification Fee Payment by Certified entity to NCCF:**

Year	Invoice number	Amount	Paid on Date	Signature

**III. Application Appeal Process:**

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

**IV. Suspension and Termination of the notification:**

Statutes of Decision	Date	Penalty

## ANNEX 4

### Tariffs of Notification Fee of NCCF

#### Tariffs of Notification Fee of NCCF

NCCF charges (amount and currency) fee for utilisation of certified claim under Trees outside Forests certification standard(s), as applicable.

- Notification fee shall be charged as per implementation mechanism concerning the certified entity.
- Notification fee shall be charged by NCCF directly from the certified entities.
- The frequency and procedures of charging the notification fees is under the discretion of NCCF and is currently decided to be charged quarterly by certified entities.

#### a) ToF Notification Fee for Industry/supplier driven approach

- Fee charged from primary manufacturers/traders for using NCCF-ToF certified raw material claim on their invoice shall be on the basis of actual ToF certified material used.
- **Tariff will be a flat fee i.e., 0.40% of the total invoice value concerning NCCF-ToF certification claim.**

\*Invoice Amount of wood based ToF certified products containing in the Invoice, needs to be explicitly mentioned in the invoice along with the claim.

\*All the referred invoices with certified claim shall be verified by annual audits

#### b) ToF Notification Fee for producers' group (Cooperatives/federation/NGOs driven) & organisations managing urban trees and forests/avenue plantations

- Notification fee shall be charged based on certified area (in ha) under the scope of the certificate.
- Tariff shall be a flat fee of 1INR per certified area in ha. Notification fee shall be paid annually to the NCCF.

**ANNEX 5  
TOF Notification Fee Reporting Form**

(to be completed for every certificate and every site covered by a multi-site certificate.)

**Contact details:**

Organization name			
Organization's representative			
Address	Street, No.		
	City	Zip	
	Country		
Contact person			
Telephone		Fax	
E-mail		Http	

**Type of Certificate:**

- c. Tree outside Forests certification
- d. Chain of Custody certification

**Certificate information:**

Certification Body Name	
Certificate number	
Sub certificate number (if applicable)	
Certificate issuance date	
Certificate expiry date	
Scope of the certificate (total area in hectares)	
Scope of the certificate (Species)	

**Scope of Group certificate information:**

#	Participant in Group Certification	ToF Management unit	Area (ha)	Type of Plantation*

**Notification Fee Payment by Certified entity to NCCF:**

Quarter: \_\_\_\_\_ to \_\_\_\_\_, (Year)

Date of consignment	Invoice number	Invoice Amount	Notification Fee	Invoice Attached	Signature

**Certified product information:**

Product name	Product category code*	Product description*	Species code (can include more than one)

\* See the next page for codes of product categories and species. If the product includes species of more than one category (e .g. 1 - coniferous and 3 - non-coniferous), please type all the appropriate codes into the column.

Product Categories and Species

Code	Product categories		
<b>01000</b>	<b>Roundwood</b>		
01010		Sawlogs and veneer logs	
01020		Pulpwood	
01030		Chips and particles	
01040		Wood residues	
01050		Other industrial roundwood	
<b>02000</b>	<b>Fuelwood and charcoal</b>		
02010		Fuelwood (incl chips, residues, pellets, brickets, etc.)	
02020		Charcoal	
<b>03000</b>	<b>Sawnwood and sleepers</b>		
03010		Railway sleepers	
03020		Sawnwood	
<b>04000</b>	<b>Engineered wood products</b>		
04010		Laminated Lumber Products	
04020		Finger Jointed Lumber	
04030		Glue Laminated Products (Glulam)	
04040		Laminated Veneer Lumber (LVL)	
04050		Parallel Strand Lumber (PSL)	
04060		I-Joists / I-Beams	
04070		Trusses & Engineered Panels	
04080		Other	
<b>05000</b>	<b>Wood based panels</b>		
05010		Veneer sheets	
05020		Plywood	
05030		Particle board	
05031			OSB
05032			Other particle board
05040		Fibreboard	
05041			MDF
05042			HDF
05043			Softboard
05043			Hardboard
05044			Insulating board
<b>06000</b>	<b>Pulp</b>		
06010		Mechanical	
06020		Semichemical	
06030		Dissolving	
06040		Chemical	
06041			Unbleached sulphite pulp
06042			Bleached sulphite pulp
06043			Unbleached sulphate (kraft) pulp
06044			Bleached sulphate (kraft) pulp
06050		Recovered paper	
<b>07000</b>	<b>Paper and paper board</b>		
07010		Graphic papers	
07011			Newsprint
07012			Uncoated mechanical
07013			Uncoated woodfree
07014			Coated papers
07020		Household and sanitary paper	
07030		Packaging materials	
07031			Case materials
07032			Folding boxboards
07033			Wrapping papers
07034			Other papers mainly for



			packaging
07040		Other paper and paperboard	
07050		Converted paper products	
07060		Printed matter	
<b>08000</b>	<b>Wood manufacturers</b>		
08010		Packaging, cable drums, pallets	
08011			Packaging and crates
08012			Cable drums
08013			Pallets
08020		Furniture	
08030		Builders carpentry	
08031			Windows
08032			Doors
08033			Shingles and shakes
08034			Floors
08035			Others
08040		Decorative wood	
08050		Tools and turned wood	
08051			Tools
08052			Children toys
08053			Sport goods
08054			Musical instruments
08055			Other
08060		Other	
<b>09000</b>	<b>Exterior products</b>		
09010		Buildings and their parts	
09020		Garden Furniture/Outdoor Products	
09021			Garden furniture
09022			Playground equipment
09023			Decking
09030		Other	
<b>11000</b>	<b>Cork and cork products</b>		
11010		Natural cork and cork waste	
11020		Cork manufactures	
<b>12000</b>	<b>Energy</b>		
<b>13000</b>	<b>Non-wood products</b>		
<b>14000</b>	<b>Other</b>		

List of species			
1	Coniferous	All woods derived from trees classified botanically as Gymnospermae - e.g. fir (Abies), parana pine (Araucaria), deodar (Cedrus), ginkgo (Ginkgo), larch (Larix), spruce (Picea), pine, chir, kail (Pinus), etc. These are generally referred to as softwoods.	
2	Non-coniferous tropical	All woods derived from trees classified botanically as Angiospermae - e.g., maple (Acer), alder (Alnus), ebony (Diospyros), beech (Fagus), lignum vitae (Guaiacum), poplar (Populus), oak (Quercus), sal (Shorea), teak (Tectona), casuarina (Casuarina), etc. These are generally referred to as broadleaved or hardwoods.	Non-coniferous woods originating from tropical countries.
3	Non-coniferous other		Non-coniferous woods originating from countries other than tropical.
4	Not specified		

