



NETWORK FOR CERTIFICATION AND CONSERVATION OF FORESTS (NCCF)

Trademark Usage Requirements of Safeboards Standards and Certification Scheme (SBCS)

SBCS_STD_TRADEMARK-01/2023

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Foreword

The Network for Certification and Conservation of Forests (NCCF) is a not-for-profit organization registered under the Societies Registration Act, 1860. The NCCF is involved in developing forest certification schemes in the country. The NCCF is actively engaged in diverse conservation activities including development of globally benchmarked and India specific sustainability certification standards for various constituents of our natural resources.

“Safeboards Standards Certification Scheme” (SBCS) has been developed to provide certification to composite wood product manufacturers. These Standards are developed in a way to ensure that the products in scope, whenever and wherever they pass through a process in the value chain, are compliant with the requirements of these Standards.

This document shall be a mandatory part of the “Standards documents” to be followed by all the certified client organizations to ensure compliance with the “Safeboards Standards and Certification Scheme”.

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Contents

Foreword.....2

I. Safeboards Trademark Standards4

1. PREFACE.....4

2. SCOPE.....4

3. TERMS AND DEFINITIONS4

II. Safeboards Trademark: Ownership and Usage Rights.....5

1. OWNERSHIP OF TRADEMARK.....5

2. RIGHTS TO USE “SAFEBOARDS” TEXT AND/OR SAFEBOARDS TRADEMARK.....5

III. Safeboards Trademark: Design; Dimensions, Information and Replication.....6

1. DESIGN OF SAFEBOARDS TRADEMARK.....6

2. DIMENSIONS, INFORMATION AND REPLICATION7

IV. Trademark Usage Requirements.....8

V. Violation of Requirements of Trademark Usage9

VI. Infringements and Unacceptable use of Trademark9

VII. Approval Mechanism.....10

VIII.Action(s) on Suspension and Termination of Certification
10

I. Safeboards Trademark Standards

1. PREFACE

The registered trademark is intended to be used on certified products, on packaging or both known as “On-product” claims. The trademark can also be used on a wide variety of permissible “Off-Product” uses which may include promotion of an organization, webpage, promotional material, *etc.* These Standards are a stand alone document and entail requirements of appropriate usage of the “Safeboards Standards Trademark”.

The Safeboards trademark includes the following two components:

1. Safeboards trademark, and
2. Safeboards text

The requirement of both the above-mentioned components is mandatory for Safeboards trademark and shall be followed by all the Safeboards certified organizations/individuals who wish to use the Safeboards trademark.

2. SCOPE

The Safeboards Standards necessitates appropriate usage of the Safeboards trademark for ‘*on-product*’ display as well as ‘*off-product*’ promotional activities.

- i. On-product:** Safeboards Standards trademark shall only be used by Safeboards certified client organization.
- ii. Off-product:** Safeboards trademark for ‘off-product’ activities shall only be used by the scheme owner *i.e.* NCCF, a certified organization, NCCF recognized Certification Bodies (CBs) and any other trader or distributors of certified composite-wood products.

3. TERMS AND DEFINITIONS

- i. CB-Certification body:** A third party that performs conformity assessment services.

- ii. **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.
- iii. **Certification:** Third-party attestation related to products, processes, systems or persons.
- iv. **Labels:** A sign carrier made from flexible material.
- v. **Organization:** Person or group of people that has its own functions with responsibilities, authorities and relationships to achieve its objectives.
- vi. **Product:** Result of a process.
- vii. **Scope:** The organization's product groups, sites, and activities that are included in the evaluation by an accredited certification body together with the certification standard(s) against which these have been audited.
- viii. **Standards:** A document established by consensus and approved by a recognized body that provides for common and repeated use, rules or characteristics for products, services or related activities, processes and methods, aimed at the achievement of optimum degree of order in a given context.

II. Safeboards Trademark: Ownership and Usage Rights

The Director General or Chairperson of the NCCF is authorized to establish, implement and amend this document. The recognized CBs shall comply with the prescribed guidelines.

1. OWNERSHIP OF TRADEMARK

- 1.1. Safeboards trademark is copyrighted material of the NCCF and is a registered trademark owned by the NCCF.
- 1.2. The initials "Safeboards" are also covered by copyright and are registered.
- 1.3. The usage of Safeboards trademark and related claims of the Standards and Certification Scheme in India are regulated and governed by the NCCF.

Note: Unauthorized use of this copyrighted material is prohibited and may lead to legal action.

2. RIGHTS TO USE "SAFEBOARDS" TEXT AND OR SAFEBOARDS TRADEMARK

- 2.1 "Safeboards" text shall be used with correct reference to the Safeboards Standards and Certification Scheme.
- 2.2 The usage of "Safeboards" text referring to product shall be supported by the certificate of Safeboards.

2.3 The NCCF recognized CBs shall report unapproved and or non-conforming usage of the Safeboards trademark. Furthermore, the NCCF should evaluate the unapproved and or non-conforming usage of the Safeboards trademark to determine reasonable action (including legal action), if required, to be taken by the NCCF and or recognized CBs.

2.4 Certification bodies are allowed to use trademark on ‘off-product’ activities such as for providing certificates and for marketing purposes whereas the certified entities or organizations can use the trademark for ‘on-product’ display as well as for ‘off-product’ activities.

III. Safeboards Trademark: Design, Dimensions, Information and Replication

1. DESIGN OF SAFEBOARDS TRADEMARK

1.1 Safeboards trademark includes **the Safeboards graphic element (logo) and the “Safeboards” text (license Number).**



"Safeboards License number"

The placement of the parts of the trademark will be as per the graphic representation.

1.2. Safeboards trademark license number

The Safeboards trademark license number will be issued by the NCCF (e.g. NCCF-SBCS-01-0001)

An online register of Safeboards trademark users shall be maintained.

1.3 Format of license number

Format: NCCF-SBCS-XX-####

Where

XX: Type of Groups

Trademark User Groups

Group 01 – Certified organizations

Group 02- Certification bodies

Group 03- Others (Organizations and other entities who do not fall in the groups 01 and 02 above but have collaboration with the NCCF concerning Safeboards)

####: License sequence number (4 digits)

The NCCF recommends that the trademark must be used in the exact format provided and as laid down in this document. If Safeboards trademark is intended for use, it must be submitted to the CB for review and prior approval, and the intended user shall only use the version as approved by the certification body.

2. DIMENSIONS, INFORMATION AND REPLICATION

2.1 The Safeboards trademark shall not be reduced in size below 30 x24 mm.

***Note:** In case the space for display is limited, the trademark shall be placed in such a way that it is readable.*

2.2 A client organization and or a CB intending to use Safeboards trademark shall maintain integrity and clarity of trademark with “clear space”.

***Note:** The minimum clear space around the certification mark is measured using “X”, where X equals 20% of the height of the trademark.*

2.3 The Safeboards trademark has a green, blue and white color graphic element and this trademark shall only be generated in original colors.

2.4 The Safeboards trademark may be reproduced in a small size ensuring that the optical clarity is maintained and that the trademark can be seen with the naked eye.

2.5 A client organization should not replicate Safeboards trademark in a different way than the one provided by the recognized CB and or scheme owner, the NCCF.

IV. Trademark Usage Requirements

1. ON-PRODUCT/ON-PACKAGE USAGE

The client organization must meet Safeboards trademark usage requirements on the certified product as mentioned below:

- 1.1 The organization intending to use Safeboards trademark on any product and or on a package, it must hold a valid certificate from the NCCF.
- 1.2 The organization shall have a valid signed copy of the certification/service agreement.
- 1.3 The products displaying Safeboards trademark must be covered under the scope of certification.
- 1.4 The organization shall use the respective certification labels exhibiting the following information:
 - a) Organization's name and contact details
 - b) Batch number
 - c) Certificate number
 - d) Volume of the product
- 1.5 Safeboards trademark shall only be used to describe the product certification.
- 1.6 Safeboards certification number issued by the CB to the organization shall always be used on all product(s) covered under the scope of certification.
- 1.7 Safeboards trademark along with the certification number used for on-product and or for packaging of a certified product should be clearly visible.
- 1.8 Safeboards trademark, under no circumstances, shall be written/inferred or translated in any other language.
- 1.9 Use of Safeboards trademark should not directly or indirectly convey any other unnecessary claims on a product.
- 1.10 The organization should not make use of Safeboards trademark in such a manner that might indicate that the owner of logo/trademark, the NCCF, is participating in or is responsible for the activities performed by the organization which are not covered under the scope of the Safeboards Standards and Certification Scheme.

Note: The NCCF reserves the right to terminate further usage, if necessary, of Safeboards certification if the organization fails to meet the requirements of these Standards.

2. OFF PRODUCT [PROMOTIONAL ACTIVITIES] USAGE

- 2.1 With prior permission from the CB and or the NCCF, the respective organizations can use Safeboards trademark for promotion of their organizations.

Note: Safeboards trademark should not be a part of company's website domain, company name or brand name.

2.2 Organizations can make use of Safeboards trademark on their website, company brochures, in trade fairs and exhibitions, e-mail signatures, and on other promotional materials. On such promotional usage, the organization shall clearly mark and link it to a certified product.

2.3 Safeboards trademark may be used in conjunction with other qualities or any other certification mark with ample spacing.

V. Violation of Requirements of Trademark Usage

- 1.** The client organization shall avoid use of any reference to Safeboards trademark, either for 'on-product' or for 'off-product' activities that in any way is not aligned to the certification granted, or in reference to the product(s) that are not covered under the scope of certification.
- 2.** The Safeboards logo/trademark is not transferable for use by third parties without the written consent of scheme owner, the NCCF.
- 3.** The Safeboards logo/trademark should not be used, under any circumstances, in conjunction with non-certified products, in any manner other than explicitly authorized by the NCCF and or the CB in writing.
- 4.** Safeboards trademark should be able to explicitly express the purpose for which it is being used and not create any misleading claims.
- 5.** The NCCF/CB may revoke the accreditation/certification of the CB/client organization if any of the CBs/clients repeatedly violate the Safeboards trademark usage requirements.

VI. Infringements and Unacceptable Use of Trademark

The following are considered as infringements of the trademark usage requirements of these Standards and are not permitted:

- 1.** Change of the trademark or text proportions
- 2.** Alteration of the shape of the trademark
- 3.** Changing fonts within the trademark
- 4.** Alteration of the colour of the trademark
- 5.** Changing the trademark information
- 6.** Distortion of the trademark

7. Screening/blurring of the trademark
8. Rotation of the trademark

VII. Approval Mechanism

1. A client organization who wishes to seek certification shall approach the NCCF recognized CBs to seek certification and formal approval for further usage of the Safeboards trademark.
2. All the documents pertaining to approval mechanism shall be retained by the client organization for minimum period of five years.

VIII. Action(s) on Suspension and Termination of Certification

1. When a CB has suspended the certificate of the client organization, then the organization must immediately stop producing, selling and promoting products/materials which provide information or reference to usage of Safeboards trademark and or certification.

***Note:** Upon fulfillment of the requirements, the CB will revoke the suspension and thereafter the usage may be resumed.*

2. When Safeboards certification of the client organization is terminated by a CB due to non-renewal or withdrawal of the application for certification, then the client must immediately stop using Safeboards trademark on products/packagings, certificates, and other promotional materials which contain information or reference to Safeboards trademark and or certification.



Safeboards Trademark 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 referred to as “NCCF”)

and

(2) [Name and address of Certification Body/Certified organization] (hereinafter referred to as “Trademark User”)

Recitals:

a. M/s Network for Certification and Conservation of Forests; a society registered under the Societies Registration Act, 1860 to develop country specific Forest Certification schemes.

b. [The name of the Trademark User] is a Trademark User under the Trademark User Group 01, 02 and 03 as per section 1 of this Agreement and wishes to have the rights to use the Safeboards Trademark in the course of its business.

c. The NCCF owns the intellectual property rights of the Safeboards Trademark which’ll be a registered trademark under the Trade Marks Act, 1999.

d. The NCCF agrees to grant a license to the Trademark User to use the Safeboards Trademark with license number in accordance with the Standards and on the terms of this license agreement.

Terms of the Agreement:

The Parties agree that the following terms and conditions shall apply to the use of the Safeboards Trademark:

1. Definitions

Certificate: Certificate issued by an accredited certification body to entities for Safeboards certification under the NCCF

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

Trademark User Groups: There are three groups of Trademark Users, these are:

- 01 – Certified organizations
- 02 – Certification bodies
- 03 - Other users (Organizations and other entities which do not fall in the groups 1 and 2 above but have collaboration with the NCCF concerning Safeboards)

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

Trademark: The Safeboards trademark would include safeboards logo claim, (safeboards certified) and license number. It would indicate that composite wood products or the organization that carry these marks hold Safeboards certification.

2. Intellectual Property Rights in the NCCF Trademark

The Parties agree that the NCCF owns the intellectual property rights including the copyright in the Safeboards trademark that is a registered trademark. For avoidance of any doubt, this agreement does not confer on the Trademark User any rights of ownership in the licensed material and intellectual property rights including the copyright that are unaffected by this agreement.

3. Responsibilities of the Trademark User

a. The Trademark User must use the Safeboards trademark in accordance with the Standards and with the license number issued by the NCCF to ensure that the Trademark User is readily identifiable on that basis. The graphical guidelines for the use of the Safeboards trademark are specified in the Safeboards trademark usage guidelines.

b. The Trademark User, in the case of Trademark User Group 01, a certified organization, undertakes to enter into an agreement for Safeboards trademark usage with the NCCF once the Safeboards certificate is awarded to the certified organization. In conjunction with the audits conducted subsequent to the signing of this contract, the accredited certification body will examine the system by means of which the Trademark User keeps records on how the Safeboards trademark is used and, in the case of products, the production volumes of the products marked with the Safeboards trademark. The accredited certification body shall be duty bound to inform the NCCF of the changes, if any made by the Trademark User, of which it is aware, without consulting the Trademark User

c. The Trademark User must inform the NCCF immediately and truthfully of any changes concerning the Trademark User's identification data and certified status.

4. Responsibilities of the NCCF

a. The NCCF shall use every reasonable endeavor to provide the Trademark User with the trademark usage guidelines within two weeks following the signing of the license agreement.

b. The NCCF is obliged to inform the Trademark User of any changes to the regulations and documentation that concern the Safeboards trademark usage.

5. Misuse of Trademark and Penalties

a. The Trademark User acknowledges and agrees that the use of the Safeboards trademark is regulated and governed by the NCCF and is controlled and monitored by certification bodies accredited by the NCCF to undertake Safeboards certification. The Trademark User agrees that unauthorized use of the Safeboards trademark is prohibited and may lead to legal action being taken against it.

b. The NCCF reserves the right to carry out inspection (by itself or to commission a third party) to act on a complaint by a third party or if the NCCF has reasons to believe that the terms in the license agreement are being contravened. The Trademark User shall bear responsibility for the costs of such inspection and any other detrimental effects if the license agreement has been contravened.

c. The NCCF may impose a contractual penalty for unauthorized 'on-product' or 'off-product' usage of the Safeboards trademark. The amount of the penalty will be set by the NCCF subject to the following considerations:

I. In the case of Group 01 entities (certified organization) as defined in the Standards, the contractual penalty that may apply is one-fifth of the market value of the products to which the unauthorized use relates, unless the Trademark 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 02 and 03 entities (other users) as defined in the Standards, the contractual penalty of INR 50,000 shall apply.

d. The NCCF has the discretion to alter the amount of the penalty for misuse of the Safeboards trademark. Any change to the amount of penalty shall come into effect three months after it has been notified in writing by the NCCF.

6. Suspension and Termination

a. Either Party may terminate the license agreement with three months prior written notice by a registered letter or in electronic form.

b. The NCCF may suspend the license agreement temporarily with immediate effect while an allegation of contravention of the terms of the license agreement is being investigated by the NCCF. In this case, the NCCF shall send the Trademark User a written request for an explanation and notification of the temporary revocation of the license agreement. In the event of suspension of the agreement, it shall remain in effect for a maximum period of one month or longer, if the NCCF decides that further investigations are required after the Trademark User has provided an explanation concerning the suspected misuse to the NCCF.

c. When the Trademark User has implemented appropriate corrective measures approved by the NCCF and given notification that this has been done, the NCCF may agree to the Trademark User resuming its rights under this license agreement.

d. The 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 have been breached.

e. Withdrawal, suspension or the end of the validity of the certificate for Safeboards certification scheme recognized by the NCCF will result in automatic termination of the license agreement with effect from the date as that of withdrawal, suspension or the end of the validity of the certificate.

f. The NCCF is not obliged to pay compensation for any costs, expenses, losses or other damage(s) which the temporary revocation or termination may cause to the Trademark User.

7. Reporting and Presentation

a. The NCCF is permitted to present in a public forum (e.g. the NCCF's website) the Trademark User's identification data and information concerning the certification status provided by the Trademark User or by the relevant certification and or the accreditation body.

b. The Trademark User, in the case of a certified organization (group 01), shall undertake to notify the NCCF, immediately after each Safeboards certification audit, verified by the accredited certification body, of the details of the 'on-product' usage of the Safeboards trademark (e.g. broken down by product or product category or similar), and the degree of accuracy that the system used by the Trademark User permits. In the same conjunction, the Trademark User shall supply the NCCF with a detailed account of any 'off- product' usage of the Safeboards trademark.

c. The Trademark User, in the case of a certification body (group 02), shall undertake to provide a quarterly report to the NCCF about 'off-product' usage of Safeboards trademark. In the same conjunction, the Trademark User shall supply the NCCF with a detailed account of any 'off-product' usage of the NCCF trademark.

d. The Trademark User, in the case of others (group 03), shall give the NCCF an annual report containing itemized account of the 'off-product' usage of the Safeboards trademark.

8. Validity of the Agreement

The terms of the license agreement shall come into effect when the agreement has been signed by both the Parties.

9. Other Terms of the Contract

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



10. Governing Law

All 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 through mutual discussions failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 and rules made thereunder, as amended from time to time.

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 it shall have no objection to this appointment.

Signed in duplicate

In Delhi on (DD.MM.YYYY)

In..... (Location) on (DD.MM.YYYY)

For and on behalf of NCCF

For and on behalf of the Trademark User
