

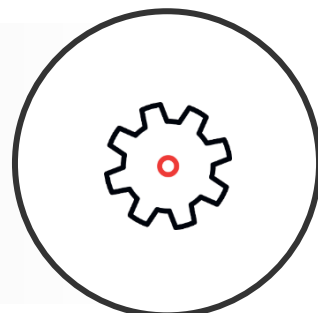


The first international  
certification for wood chips.

## GoodChips® Procedural Document

*Issuance of the licenses for the use  
of the GoodChips® logo and name*

GOODCHIPS® PD 1005:2018



**Name of the Document:** Issuance of the licenses for the use of the GoodChips® logo and name

**Title of the Document:** GoodChips® PD 1005:2018

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The only official version of the document is English. In case of doubts concerning translation of the document into other languages, the English version shall prevail.

## Foreword

Bioenergy Europe is the voice of European bioenergy. It aims to develop a sustainable bioenergy market based on fair business conditions. Founded in 1990, Bioenergy Europe is a non-profit, Brussels-based international organisation bringing together more than 40 associations and 90 companies, as well as academia and research institutes from across Europe.

Bioenergy Europe is the governing body of the GoodChips® scheme and owner of the GoodChips® trademark. Bioenergy Europe develops requirements of the GoodChips® certification scheme and through the GoodChips® International Management it lists Certification and Testing bodies that are allowed to provide the GoodChips® certification, and licenses certified companies to use the GoodChips® logo and term.

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## Introduction

The GoodChips® quality certification scheme provides harmonisation of wood chips and hog fuel production and trade. It is a third-party certification, where an impartial Certification Body ensures that the certified wood chips and hog fuel meet the GoodChips® quality requirements.

The GoodChips® logo, seal and label provide information relating to the quality of certified wood chips and hog fuel; allows producers to communicate the quality aspects; and encourages purchasers to use this information in choosing the products that consistently satisfy their quality expectations.

The GoodChips® figurative logo as well as the word "GoodChips" are protected by copyright and a registered trademark (EUTM no. 017910877) that is owned by Bioenergy Europe aisbl. An unauthorised use of such copyrighted and trademark protected material is prohibited and can lead to legal actions.

The term "shall" is used throughout this document to indicate mandatory requirements. The term "should" is used to indicate guidance/recommendation that, although not mandatory, is provided as a recognised mean of meeting the requirements. The term "may" is used to indicate permission.

## 1. Scope

- 1.1. This document sets out the rules for the issuance of the licenses for the use of the GoodChips® logo, hereinafter the GoodChips® licenses, by GoodChips® International Management on behalf of Bioenergy Europe.
- 1.2. This document is based on GoodChips® ST 1003 and ensures legally compliant use of the logo in accordance with GoodChips® ST 1003.

## 2. Normative references

- 2.1. The following referenced documents are indispensable for the application of this document. For dated references, only the edition cited applies. For undated references, the latest edition of the referenced document (including any amendments) applies.
  - GoodChips® PD 1002, Complaints and appeals in the GoodChips® scheme;
  - GoodChips® ST 1001, Requirements for GoodChips® certified entities;
  - GoodChips® ST 1003, Requirements for the use of the GoodChips® trademark.
- 2.2. All the GoodChips® documentation is available at <https://goodchips.eu/resources/technical-documentation.html>.

## 3. Definitions

- 3.1. For the purposes of this document, the definitions given below apply:
  - 3.1.1. Certification Body  
Third-party body assessing the conformity of companies with the GoodChips® requirements.
  - 3.1.2. Company  
GoodChips® certified company or company applying to be certified.
  - 3.1.3. GoodChips® ID  
Unique alphanumerical code assigned by GoodChips® International Management to a licensed certified company. It is composed of two letters indicating the country code and a three-digit number specific to the company.
  - 3.1.4. GoodChips® International Management  
Executive Body of the GoodChips® scheme. It is the sole GoodChips® licensor, and the only body entitled to grant companies the right to use the GoodChips® logo and name on behalf of Bioenergy Europe.
  - 3.1.5. Label  
Item attached to a product to inform consumers with a variety of information about the product; the label always includes the seal.
  - 3.1.6. Logo  
Graphic representation or symbol of a company name, trademark, etc., uniquely designed for ready recognition.
  - 3.1.7. Seal  
The logo associated with the GoodChips® ID of a certified company.
  - 3.1.8. Trademark use toolkit  
A set of visual elements in high resolution that includes logo, seal and label with unique GoodChips® ID of the Company. It also includes technical specifications related e.g. to the colour codes.

## 4. Conditions for the issuance of the GoodChips® licenses

4.1. An entity applying for the GoodChips® license shall:

- a) be a legal entity;
- b) agree that GoodChips® International Management collects and makes publicly available the company's GoodChips® ID and other information as specified by the GoodChips® certification scheme;
- c) sign the GoodChips® logo and name use contract with Bioenergy Europe (Appendix 1) which entails compliance with the GoodChips® ST 1003;
- d) comply with the requirements of GoodChips® ST 1001.

4.2. The compliance with GoodChips® ST 1001 shall be demonstrated by:

- e) an application duly submitted to GoodChips® International Management through the on-line application form available at <https://goodchips.eu/get-certified>;
- f) a conformity report submitted by the GoodChips® listed Certification Body verifying the conformity of the concerned company;
- g) a valid GoodChips® certificate issued by the GoodChips® listed Certification Body within scope of valid accreditation and explicitly stating compliance with GoodChips® ST 1001.

## 5. Obligations of the GoodChips® logo and name user (in short "logo user")

5.1. The GoodChips® logo user shall:

- a) Fulfill the requirements stated in GoodChips® ST 1001 and ST 1003;
- b) Timely pay the GoodChips® listing fee<sup>1</sup> based on an invoice issued by GoodChips® International Management.

## 6. Procedure for the issuance of the GoodChips® licenses

6.1. The on-line application form for GoodChips® license shall be submitted by the applicant company after it concludes a certification contract with a GoodChips® listed Certification Body<sup>2</sup> and before the initial inspection takes place.

6.2. Sign the GoodChips® logo and name use contract with Bioenergy Europe-GoodChips® International Management.

6.3. Based on the compliance of the company with the conditions for the issuance of the GoodChips® license as stated in section 4, GoodChips® International Management shall accept the application;

6.4. The concerned Certification Body sends to GoodChips® International Management the reviewed conformity report.

6.5. The company shall pay the invoice for the use of the GoodChips® logo<sup>3</sup>.

6.6. Provided that: a) the GoodChips® logo and name use contract is signed by both parties; b) the GoodChips® logo use invoice is paid, GoodChips® International Management sends to the concerned Certification Body the company's GoodChips® ID.

6.7. The concerned Certification Body issues the certificate with the GoodChips® ID of the company and notifies it both to the company and to GoodChips® International Management.

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<sup>1</sup> The level of the listing fee is set out in the GoodChips® PD 1001.

<sup>2</sup> Listed Certification Bodies are displayed at [www.goodchips.eu](http://www.goodchips.eu).

<sup>3</sup> The schedule of fees is included in GoodChips® PD 1001.

6.8. GoodChips® International Management sends to the company the GoodChips® trademark use toolkit and lists the company at [www.goodchips.eu](http://www.goodchips.eu).

## **7. GoodChips® logo and name use fee**

7.1. GoodChips® International Management shall apply the fee(s) for the GoodChips® logo use as specified in GoodChips® PD 1001.

## **8. Validity of the GoodChips® logo and name use license**

8.1. Licenses are valid for the period of the validity of the GoodChips® certification.

## **9. Complaints and appeals relating to the issuance of GoodChips® licenses**

9.1. Any complaints and/or appeals relating to the issuance of the GoodChips® licenses shall be submitted to GoodChips® International Management and investigated based on GoodChips® PD 1002.

## Appendix 1

### Template of a GoodChips® logo and name use contract

#### GoodChips® logo and name use contract between

- (1) **AEBIOM AISBL (soon to be renamed “Bioenergy Europe AISBL”**, hereafter “Bioenergy Europe”, having its registered office at Place du Champ de Mars 2  
1050 Brussels, Belgium.

And

- (2) **Name and address of the logo user**, hereinafter the “name and logo user” or in short “logo user”, having its registered office at [address]

Whereas [the name of the logo user] is a logo user under the category “**GoodChips® certified organisations**” as defined in GoodChips® ST 1003, including the following sites: [list the address of the sites covered by the certificate]

Whereas Bioenergy Europe is the owner of the GoodChips® trademark (EUTM no. 017910877) and has the copyright on the GoodChips® logo;

Whereas the logo user is to be granted the non-exclusive, non-transferable, non-sublicensable, royalty based GoodChips® license with the GoodChips® ID stated in the certificate issued by a GoodChips® Listed Certification Body and to be allowed to use the GoodChips® logo and name according to GoodChips® ST 1003 in connection with its business and the promotion thereof.

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

#### Article 1: Definitions

- 1 Requirements for the use of the GoodChips® logo and name

This is a set of requirements for the use of the GoodChips® logo and name defined in GoodChips® ST 1003, which can be found at <https://goodchips.eu/resources/technical-documentation.html>. The document is valid as stated now and as may be from time to time altered by the Bioenergy Europe.

- 2 Fees in the GoodChips® scheme

The prevailing version of the schedule of fees is defined in GoodChips® PD 1001 which can be found at <https://goodchips.eu/resources/technical-documentation.html>.

#### Article 2: IP Protection of the GoodChips® logo and name

- 1 For the avoidance of any doubt, the GoodChips® logo as well as the word “GoodChips” are protected by copyright and a registered trademark owned by Bioenergy Europe. Unauthorised use of this copyright material is prohibited and may lead to legal action. The use of the GoodChips® logo and name is regulated and governed by Bioenergy Europe.

#### Article 3: Responsibilities of the Logo User

- 1 The logo user is obliged to use the GoodChips® logo and name in accordance with the GoodChips® ST 1003 and together with a GoodChips® ID issued by GoodChips®



International Management on behalf of Bioenergy Europe to ensure that the logo user is identifiable on its basis.

2 The logo user is obliged to pay a logo use fee based on an invoice issued by GoodChips® International Management on behalf of Bioenergy Europe. The amount of the fee is specified in GoodChips® PD 1001 and can be changed by Bioenergy Europe during the validity of the contract. The corresponding takes effect the next calendar year after Bioenergy Europe informed the logo user, in writing, of the change whereby such logo user in case of a fee increase then has the right to terminate this contract per registered letter; such termination letter must however be received by Bioenergy Europe at the latest at the time of entry into force of the fee increase upon failure of which the fee increase is deemed accepted by the logo user.

3 The logo user is obliged to inform Bioenergy Europe immediately and truthfully of any changes concerning the logo user's identification data and certified status.

4 The logo user shall not at any time, whether during or after the duration of this contract, do or cause to be done any act or thing challenging, contesting, impairing, invalidating, or tending to impair or invalidate, any of Bioenergy Europe's rights in the GoodChips® logo and name or any registrations derived from such rights.

5 The logo user shall assist Bioenergy Europe in registering this contract with the appropriate governmental authorities, where such registration is required by law or where such registration is permitted or desired by Bioenergy Europe.

6 The logo user agrees that it shall do nothing that is inconsistent with the Bioenergy Europe's ownership of the GoodChips® logo and name and shall not make any claim adversely Bioenergy Europe, or assist any third party in attempting to make any claim adversely to Bioenergy Europe, with regards to such ownership. The logo user agrees that it shall not challenge the title of Bioenergy Europe to GoodChips® logo and name nor challenge the validity of this contract or the licenses granted herein. Furthermore, the logo user shall not register, nor attempt to register, any trade name or trademark which, in whole or in part, incorporates or is confusingly similar to the GoodChips® logo and name.

7 The logo user acknowledges and agrees that the rights granted to it or obtained as a result of or in connection with this contract are license rights only, and nothing contained in this contract constitutes a sale or assignment of any of Bioenergy Europe's rights in the GoodChips® logo and name.

#### **Article 4: Indemnification by the Logo User**

1 The logo user acknowledges and agrees that Bioenergy Europe has, shall retain, and may exercise, both during the term of this contract and thereafter, all rights and remedies available to Bioenergy Europe, whether derived from this contract, statute or otherwise, as a result of or in connection with logo user's breach of this contract, misuse of the GoodChips® logo and name, or any other use of the GoodChips® logo and name by logo user which is not expressly permitted by this contract.

#### **Article 5: Responsibilities of Bioenergy Europe**

1 Bioenergy Europe is obliged to provide the logo user with the GoodChips® trademark use toolkit within 2 weeks following the issuance of the certificate by the listed Certification Body. The obligation applies only when the logo use and name contract has been signed by the logo user and the corresponding logo use fee has been paid.

2 Bioenergy Europe is obliged to inform the logo user of any changes of the GoodChips® certification scheme, including the documentation concerning the GoodChips® logo use, which affects this contract.

#### **Article 6: Duration**

1 The GoodChips® logo use and name contract is valid for the period of validity of the certificate.

#### **Article 7: Contract Termination**

1 Either party may terminate the contract with three-month prior notice by registered letter.

2 Termination of the contract results in automatic termination of the certificate.

3 Bioenergy Europe may revoke the contract temporarily with immediate effect while a suspicion of contravention of the contract is being investigated. In case of suspicion, Bioenergy Europe shall send the logo 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 three (3) months after the logo user has provided an explanation to Bioenergy Europe, concerning the suspected misuse which will be examined by Bioenergy Europe. Bioenergy Europe may reverse a decision on the temporary revocation of the contract when the logo user has implemented corrective measures approved by Bioenergy Europe and given Bioenergy Europe notification that this has been done.

4 Bioenergy Europe 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 GoodChips® recognised certificate, 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 GoodChips® certificate.

6 No logo use fee is refunded to the logo user in case of temporary revocation or termination of the contract according to the Article 7, bullet 1, 2, 3, 4 and 5.

7 Bioenergy Europe is not obliged to pay compensation for any costs or other damages which the temporary revocation or termination causes to the logo user.

#### **Article 8: Reporting and Presentation**

1 Bioenergy Europe is permitted to present publicly logo user's identification data and information concerning the certification status provided by the logo user.

2 The logo user shall undertake to provide, immediately after each inspection, Bioenergy Europe with a notification, verified by the Certification Body, of the on-product use of the licensed label, e.g. broken down by product, product class, production unit or similar. In the same conjunction, the logo user shall provide Bioenergy Europe with details on the off-product use of the licensed logo and seal.

#### **Article 9: Entry into force of the Contract**

1 The contract enters into force when it has been signed by both parties and the logo user has paid the logo use fee based on an invoice issued by Bioenergy Europe.

#### **Article 10: Confidentiality**

1 Bioenergy Europe undertakes to treat as confidential all facts to which it becomes privy in connection with its work for the customer, irrespective of whether it involves company specific knowledge about the customer itself or about its business relations unless the customer releases it from this duty of confidentiality, or if legal or accreditation regulations dictate that the information must be disclosed. This also applies for the period after the end of the contractual relationship.

**Article 11: Other terms of the contract**

1 Bioenergy Europe reserves the right to carry out (by itself or to commission a third-party to act on its behalf) an on-site inspections of the logo user's operations if it has received a complaint by a third party or if Bioenergy Europe 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.

2 Deviating agreements or ancillary arrangements must be put in writing. If any of the provisions of the contractual agreements are invalid, this shall not affect the validity of the other provisions.

3 This agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall together constitute one and the same agreement. Signatures may be exchanged via facsimile, overnight courier, first-class certified mail, or email (in portable document format ("PDF")), each of which shall be effective as an original.

**Article 12: Applicable law and jurisdiction**

1 This contract is subject to Belgian law.

2 Any disputes arising out of this agreement shall be finally and exclusively settled by the courts of Brussels.

Signed in duplicate.

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

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

For and on behalf of Bioenergy  
Europe

For and on behalf of the logo  
and name user





The first international  
certification for wood chips.

GoodChips® is the first international certification scheme for wood chips  
and hog fuel. From production to delivery, our label certifies quality  
levels adapted to every consumer.

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