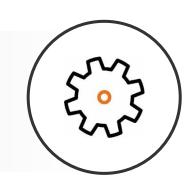


The world-leading Wood pellet certification

## **ENplus® Procedural Document**

Governance of the ENplus® certification scheme



ENplus® PD 2005:2022, first edition

Valid globally

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For countries outside Germany, the only official version of this document is in English. Translations of this document can be provided by EPC/ Bioenergy Europe or a National Licenser/ National Promoting Association. In case of any doubt, the English version prevails.

For Germany, the only official version of this document to be used in Germany is in German.

### Foreword

The European Pellet Council (EPC), founded in 2010 and a network of Bioenergy Europe AISBL, is an umbrella organisation that represents the interests of the European wood pellet sector. Its members are national pellet-, or pellet-related associations from numerous countries in and outside of Europe. The EPC provides a platform for the pellet sector to discuss issues that must be managed in the transition from a niche product to a major energy commodity. These issues include standardisation and certification of pellet quality, safety, security of supply, education and training, and pellet quality measuring devices.

Deutsches Pelletinstitut GmbH (German Pellet Institute) (**DEPI**) was founded in 2008 as a subsidiary of Deutscher Energieholz- und Pellet-Verband e. V. (German Wood Fuel and Pellet Association) (DEPV), and provides a communication platform and competence centre for topics related to heating with wood pellets. In 2010, **DEPI** created, in cooperation with German Biomass Research Center Leipzig (DBFZ) and proPellets Austria, the ENplus® scheme. In 2011, the trademark rights for all countries, except Germany, transferred to the EPC.

Today, the EPC is the governing body for the EN*plus®* quality certification scheme for all countries except Germany, which is governed by **DEPI**.

This document replaces the ENplus® Handbook, version 3.0 and comes into force on 1 October 2022. The **ENplus® International Management**, the **ENplus® National Licensers** and **ENplus® National Promoting Associations** shall comply with the requirements of this document after the date of entry into the force 1 October 2022) and shall sign a new ENplus® governance contract by the transition date of 1 January 2024.

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### Introduction

The key objective of the ENplus<sup>®</sup> scheme is to manage an ambitious certification scheme that thrives for consistent, high quality wood pellets. The **ENplus<sup>®</sup> logo** allows pellet quality to be communicated to customers and consumers in a transparent and verifiable way.

Wood pellets are a renewable fuel produced primarily from sawmill residues. Wood pellets are used as a fuel for residential heating systems as well as for industrial burners. They are a refined fuel that can be damaged during handling. Due to this, quality management is a necessity and should cover the entirety of the supply chain, from the choice of raw material to the final delivery to the end-user.

The ENplus® scheme covers technical properties of pellets, quality management related to the properties of the pellets, and customer satisfaction within the entire supply chain, from pellet production to end use.

The ENplus® scheme is primarily focused on the domestic and commercial heating sector, but the ENplus® certification is also available to all other actors within the pellet industry.

Open, transparent and **consensus**-based participation of materially affected **stakeholder**s at international as well as national levels is an essential element in the development of the ENplus® scheme.

This document is based on ISO/IEC Guide 59 as well as it respects the contractual agreement between Bioenergy Europe/EPC and **DEPI** that is the founder of the ENplus<sup>®</sup> scheme.

The term 'shall' is used throughout this document to indicate those provisions that are mandatory. The term 'should' is used to indicate those provisions which, although not mandatory, are expected to be adopted and implemented. The term 'may' is used throughout to indicate those permission(s) which are expressed within this document. The term 'can' refers to both the ability of a user or to a possibility open to the user as stated within this document.

The terms written in bold characters are defined in the chapter 3. Terms and Definitions.

## 1. Scope

1.1 This document describes activities to be conducted by ENplus<sup>®</sup> International Management, ENplus<sup>®</sup> National Licensers as well as ENplus<sup>®</sup> National Promoting Associations outside Germany, and by DEPI in Germany. The document also highlights the relationship between those organisations.

These activities include:

- a) the development and maintenance of the ENplus® documentation;
- b) ENplus® listing of certification and testing bodies and activities of the Certification Integrity Programme (CIP);
- c) the issuance of ENplus® trademark permissions;
- d) the protection of **ENplus® trademark**(s) rights and fraud resolution;
- e) complaints and appeal resolutions;
- f) the promotion and marketing of the ENplus® scheme.

**1.2** The relationship between the **DEPI** and **ENplus® International Management** is defined by the contract and its addendum between those parties that define exclusive right of **DEPI** to operate the ENplus® scheme in Germany and exclusive right of **ENplus® International Management** to operate the ENplus® scheme outside Germany.

**1.3** Outside Germany, **ENplus® International Management** has the right to appoint the **ENplus® National Licensers** to conduct the governance activities in their respective countries.

**1.4** This document also defines the EN*plus®* Governance Integrity Programme (GIP) which enables the management, enforcement, harmonisation, and integrity of the governance activities of the EN*plus®* scheme.

## 2. Normative references

The following referenced documents are essential to the application of this document as defined in its specific requirements. For dated references, only the relevant edition applies. For undated references, the latest edition of the referenced document (including any amendment) applies.

The contract between DEPI and ENplus® International Management, and its addendum

ENplus DE ST 1002, Requirements for certification, inspection and testing bodies operating ENplus certification

NOTE: The document only applies to Germany (in German language only). In all other countries ENplus® ST 1002 applies.

ENplus® ST 1002, Requirements for certification and testing bodies operating ENplus® certification

NOTE: The document applies to all countries, except Germany, where ENplus DE ST 1002 is available.

ENplus<sup>®</sup> ST 1003, Usage of the ENplus<sup>®</sup> trademarks – Requirements

ENplus® ST 1001, ENplus® wood pellets – Requirements for companies

ENplus® PD 2001, Structure and development of ENplus® documentation

ENplus® PD 2002, Complaints and appeals procedure

ENplus® PD 2003, Issuance of permissions for the use of the ENplus® trademarks

ENplus® PD 2004, ENplus® listing of certification and testing bodies

ENplus<sup>®</sup> PD 2006, ENplus<sup>®</sup> certification scheme fees

ENplus® PD 2007, Resolution and investigation of fraudulent use of the ENplus® trademarks

ENplus® PD 2008, Handling of confidential and personal information

ENplus PD DE 2002, Complaints and appeals procedure (in German language only)

ENplus PD DE 2003, Issuance of permissions for the use of ENplus trademarks (in German language only)

ENplus PD DE 2004, ENplus listing and independent control of certification, inspection and testing bodies (in German language only)

ENplus PD DE 2007, Investigation and resolution of fraudulent use of the ENplus trademarks (in German language only)

ENplus PD DE 2008, Handling of confidential and personal information (in German language only)

## 3. Terms and Definitions

#### 3.1 appeal

A written request by any person or organisation (the appellant) for reconsideration of any decision affecting the appellant made by the **ENplus®** scheme management where the appellant considers such decisions have been taken in breach of the ENplus® requirements or procedures.

NOTE: Such adverse decisions may include:

- a) rejection of an application for usage of the ENplus® trademarks;
- b) refusal of an application for the ENplus® listing of certification and testing bodies.

#### 3.2 bagged pellets

Pellets in a packaging unit that protect the pellets from quality degradation with a filling weight between 5 kg and 50 kg.

- NOTE 1: A plastic bag is a typical example of a packaging unit for **bagged pellets**.
- NOTE 2: Requirements for usage of the ENplus® bag design are defined in ENplus® ST 1003.

#### 3.3 big bag

A flexible intermediate bulk container (FIBC) made of flexible fabric that is designed for storing and transporting **bulk pellets** with a typical capacity of 1,500L. A delivery of pellets in **big bags** is considered a delivery of **bulk pellets**.

- NOTE 1: A **big bag** can be sealed or unsealed.
- NOTE 2: Delivery of pellets in **big bags** is considered as a **large-scale delivery**.

#### 3.4 bulk pellets

Pellets other than **bagged pellets** produced, stored, handled, or transported loose.

NOTE: Bulk pellets also include pellets in big bags.

#### 3.5 company

An entity that implements the requirements of ENplus® ST 1001.

#### 3.6 complaint

A written expression of dissatisfaction (other than **appeal**) by any person or organisation which relates to the activities of the **ENplus® scheme management**, the **ENplus® certification bodies**, **ENplus® testing bodies**, and/or the ENplus® certified **company**.

#### 3.7 consensus

General agreement characterised by the absence of sustained opposition to substantial issues by any important part of the concerned interest and by a process that involves seeking to take into account the views of all parties concerned and to reconcile any conflicting arguments.

NOTE: A **consensus** need not imply unanimity [ISO/IEC Guide 2].

#### 3.8 DEPI

**DEPI** (Deutsches Pelletinstitut GmbH) is ENplus® governing body for Germany, certification body responsible for all certification activities within Germany and acts as inspection body within Germany.

#### 3.9 ENplus® certification body

A body that is recognised to perform certification within the ENplus® certification scheme.

#### 3.10 ENplus® certification seal

A distinctive graphic consisting of the ENplus® logo and unique ENplus® ID.

NOTE: The use of the **ENplus® certification seal** is described in ENplus® ST 1003.

#### 3.11 ENplus® documentation

Documents that include requirements, guidance, and procedures of the ENplus® scheme.

NOTE: The **ENplus® documentation** structure is shown in ENplus® PD 2001, Annex A and includes ENplus® **standards**, ENplus® guidance documents and ENplus® procedural documents.

#### 3.12 ENplus® ID

Unique alfa-numerical code issued by the relevant **ENplus® scheme management** to every ENplus® certified **company**.

NOTE: The use of the **ENplus® ID** is described in ENplus® ST 1003.

#### 3.13 ENplus® International Management

Bioenergy Europe AISBL represented by the European Pellet Council (EPC), is the governing body of the ENplus® certification scheme with overall responsibility for the management of the ENplus® scheme outside Germany.

#### 3.14 ENplus® logo

A distinctive graphic design that is a registered trademarked material and that is also part of the **ENplus® certification seal**, **ENplus® quality seal** and of the **ENplus® service sign** along with the **ENplus® ID**.

NOTE: The use of the **ENplus® logo** is described in ENplus® ST 1003.

#### 3.15 ENplus® National Licenser

A governing body of the ENplus<sup>®</sup> certification scheme appointed by **ENplus<sup>®</sup> International Management** to manage the ENplus<sup>®</sup> scheme within a specific country.

NOTE: Contact details for **ENplus® National Licensers** are available by country on the **official ENplus®** website.

#### 3.16 ENplus<sup>®</sup> National Promoting Association

An entity appointed by **ENplus® International Management** to promote the ENplus® scheme within a respective country.

#### 3.17 ENplus® quality class logo

A distinctive graphic referring to the ENplus® quality classes.

NOTE: The use of the **ENplus® quality class logo** is described in ENplus® ST 1003.

#### 3.18 ENplus® quality seal

A distinctive graphic referring to the ENplus<sup>®</sup> quality classes consisting of the ENplus<sup>®</sup> logo, ENplus<sup>®</sup> quality class logo and unique ENplus<sup>®</sup> ID.

NOTE: The use of the **ENplus® quality seal** is described in ENplus® ST 1003.

#### 3.19 ENplus® scheme management

A governing body of the ENplus<sup>®</sup> certification scheme that is either **ENplus<sup>®</sup> International Management**, an **ENplus<sup>®</sup> National Licenser**, or **DEPI** operating within their respective regions.

NOTE: Contact details for the **ENplus® scheme management** are available by country on the **official ENplus® website**.

#### 3.20 ENplus® service sign

A distinctive graphic issued by the relevant **ENplus® scheme management** to every ENplus® certified **service provider** that includes the ENplus® **service provider** logo and the **ENplus® ID**.

NOTE: The use of the **ENplus® service sign** is described in ENplus® ST 1003.

#### 3.21 ENplus® testing body

A body that is recognised to perform testing within the ENplus® certification scheme.

[source: modified from ISO 17020]

#### 3.22 ENplus® trademarks

ENplus® copyright and trademark protected material (ENplus® figurative marks and wordmarks) that refers to the quality of pellets according to the ENplus® certification scheme.

#### 3.23 large-scale delivery

A delivery of **bulk pellets** to a customer other than the **small-scale delivery**.

NOTE: Examples of **large-scale delivery**: a delivery of a complete truck load to one end-user above 20 tonnes, a delivery to a **trader**, a delivery by trains or vessels, a delivery of **big bags**.

#### 3.24 non-conformity

Referring to the non-fulfilment of an ENplus® requirement.

#### 3.25 official ENplus® website

The official website of the EN*plus®* scheme managed by the **EN***plus®* **International Management** (www.enplus-pellets.eu) for all countries except Germany and by **DEPI** (www.enplus-pellets.de) for Germany.

#### 3.26 producer

A **company** producing wood pellets.

NOTE: A **producer** trading its own pellets through **large-scale delivery** is not considered a **trader**. A **producer** is considered a **trader** where its trading activities include **small-scale delivery**, or trades pellets procured from other **companies**.

#### 3.27 service provider

A company offering the following services without having ownership over the pellets.

- a) bagging of pellets;
- b) small-scale delivery of pellets;
- c) storage of **bulk pellets** in a facility from which the pellets are delivered to the end-users.

NOTE: The **producer** or **trader** can also become a **service provider** for another **company** where they do not have ownership over the pellets and conduct activities defined above.

#### 3.28 small-scale delivery

A delivery of **bulk pellets** to an end-user that does not exceed 20 tonnes. This excludes deliveries of pellets in **big bags** and **vending machines**.

NOTE: A typical example of a **small-scale delivery** is a delivery of pellets to more end-users (households) along a single route (multi-drop).

#### 3.29 stakeholder

A person, group, or organisation with an interest in the subject of the standardisation.

#### 3.30 standard

A document established by **consensus** and approved by a recognised body that provides, for common and repeated use, rules, guidelines or characteristics for activities or their results, aimed at the achievement of the optimum degree or order in a given context.

NOTE: **Standards** should be based on the consolidated results of science, technology, and experience, and aimed at the promotion of optimum benefits [ISO/IEC Guide 2].

#### 3.31 trader

A **company** trading wood pellets. It can include the storage and / or delivery of pellets.

NOTE: The term "**trader**" also covers the term "**producer**" where the **producer**'s trading activities include **small-scale delivery** or trades pellets procured from other **companies**.

#### 3.32 vending machine

A self-service machine for the supply of small-scale quantities of **bulk pellets** to end-users.

NOTE: Self-service machines for the collection of pellets by **traders**, **service providers** or subcontractors are no **vending machines** in terms of this **standard**.

### 4. ENplus<sup>®</sup> International Management

**4.1** The following bodies of **ENplus®** International Management are involved in the governance of the ENplus® scheme outside Germany:

- a) ENplus® Secretariat;
- b) EPC General Assembly;
- c) EPC Board of Directors;
- d) ENplus® Technical Committee;
- e) ENplus® collaboration panel;
- f) other ad-hoc or permanent committees.

NOTE: Specific responsibilities of individual bodies is shown in Annex A.

**4.2** The ENplus® Technical Committee shall provide technical advice and support to **ENplus® International Management** and identify opportunities for improving the ENplus® scheme. The composition, operation and governance of the ENplus® Technical Committee shall be done in accordance with the contract between **DEPI** and **ENplus® International Management**.

**4.3** The ENplus® collaboration panel shall serve, both for the **ENplus® International Management** and **DEPI**, as a platform to offer solution to ambiguous cases (with the current version of the **ENplus® documentation**). In case the ENplus® collaboration panel identifies that the scheme provision(s) requires interpretation and/or clarifications, the ENplus® collaboration panel shall look for a common approach (e.g. interpretation of some scheme provisions<sup>1</sup>) between **DEPI** and the **ENplus® International Management.** Where no **consensus** could be found then both parties have to inform each other on their respective operation. In case the ENplus® collaboration panel identifies that the ambiguous case(s) require(s) an update of the **ENplus® documentation** then the regulation stated in PD 2001 shall be observed. The ENplus® collaboration panel shall also serve as a platform for the **ENplus® International Management** and **DEPI** to discuss strategic/brand-related issues.

The ENplus® Secretariat can appoint 2 permanent members, **DEPI** can appoint 2 permanent members while the **ENplus® National Licensers** can appoint 1 permanent member for the ENplus® collaboration panel. Any adviser(s) can be mutually appointed by the **ENplus® International Management** and **DEPI**.

A mutual agreed annual workplan will be set and any issue raised by the **ENplus® International Management** and/or **DEPI** should be addressed by the ENplus® collaboration panel while decisions are made by reaching a **consensus**.

The ENplus® collaboration panel would meet at minimum 2 times per year.

<sup>&</sup>lt;sup>1</sup>For interpretation document, a 2-step approach should be considered An internal document (ideally common for EPC/**DEPI**) could be started as a first step, and after 1 year (testing phase), the process to edit the guidance document for interpretation should be finalised.

**4.4** The EPC Board of Directors may appoint additional permanent or ad-hoc committees for the activities relating to the EN*plus*<sup>®</sup> scheme. Where the committee concerns EN*plus*<sup>®</sup> activities in all countries, including Germany, the committee is appointed based on mutual agreement between the EPC Board of Directors and **DEPI**.

NOTE: An Editorial Committee or Advisory Committee assisting the development of the **ENplus®** documentation is set up according to ENplus® PD 2001.

**4.5 ENplus®** International Management shall conduct activities relating to the development and maintenance of the **ENplus®** documentation in accordance with ENplus® PD 2001 including its publication.

**4.6 ENplus® International Management** shall conduct additional activities related to the ENplus® scheme governance outside Germany, being:

- a) the organisation of both quality manager and delivery vehicle driver training as required by ENplus® ST 1001 in countries without an **ENplus® National Licenser**;
- b) the issuance of both **ENplus® National Licenser** and **ENplus® National Promoting Association** status in accordance with this document. The decision is made by the EPC General Assembly based on recommendation of the EPC Board of Directors;
- c) the issuance of the ENplus<sup>®</sup> trademark(s) permission(s) in compliance with ENplus<sup>®</sup> ST 1003 and ENplus<sup>®</sup> PD 2003 to companies located in countries without an ENplus<sup>®</sup> National Licenser;
- d) the listing of **ENplus® certification bodies** and **ENplus® testing bodies** in compliance with ENplus® ST 1002 and ENplus® PD 2004;
- e) operating the Certification Integrity Programme (CIP) in compliance with ENplus® PD 2004;
- f) operating the Governance Integrity Programme (GIP) in compliance with 8.1 and 8.2 of this document;
- g) the resolution and investigation of **complaints** and **appeals** in compliance with ENplus® PD 2002;
- h) the resolution and investigation of ENplus® trademarks fraud in compliance with ENplus® PD 2007;
- i) operating the ENplus® Certification Platform with information related to the ENplus® certification;
- j) providing access to data on ENplus<sup>®</sup> certified companies to DEPI in a scale and scope agreed between ENplus<sup>®</sup> International Management and DEPI, e.g. data on complaints and delivery vehicles for small-scale delivery;
- k) the promotion of the ENplus<sup>®</sup> scheme internationally and in countries without an ENplus<sup>®</sup> National Licenser;
- I) ensuring confidentiality of information in compliance with ENplus® PD 2008.

NOTE: The status of the **ENplus® National Licenser** is only given to organisations that have obtained the **ENplus® National Licenser**'s status prior to the 31 December 2019.

**4.7** ENplus<sup>®</sup> International Management shall pay a scheme governance fee to ENplus<sup>®</sup> National Promoting Associations in accordance with ENplus<sup>®</sup> PD 2006.

**4.8 ENplus® International Management** shall operate the scheme in accordance with the contract between Bioenergy Europe and **DEPI**.

## 5. ENplus® National Licenser

#### 5.1 The ENplus® National Licenser shall:

- a) be a member of Bioenergy Europe AISBL and EPC;
- b) have obtained the status of ENplus® National Licenser before 31 December 2019;
- c) demonstrate sufficient resources necessary for performance of the ENplus® scheme governance;
- d) not operate as a scheme owner, governing body, or conformity assessment body for another quality scheme for wood pellets or promoting such a scheme;
- e) sign a scheme governance contract with ENplus® International Management.

**5.2** The acceptance of the **ENplus® National Licenser** shall be decided by the EPC General Assembly based on recommendation of the EPC Board of Directors and consent of Bioenergy Europe.

5.3 The ENplus® National Licenser shall conduct the following activities in the country for which the ENplus® National Licenser has been appointed (by ENplus® International Management):

- a) ensure translation of the ENplus® documentation in the national language(s);
- b) develop and maintain additional national requirements of the ENplus® scheme if needed;
- c) organise quality manager trainings and trainings for delivery vehicle drivers as required by ENplus® ST 1001 (if applicable);
- d) issue ENplus<sup>®</sup> trademark(s) permission(s) in compliance with ENplus<sup>®</sup> ST 1003 and ENplus<sup>®</sup> PD 2003 to companies located in the country of the respective ENplus<sup>®</sup> National Licenser;
- e) operate the Certification Integrity Programme (CIP) in compliance with ENplus® PD 2004;
- f) resolve and investigate complaints in compliance with ENplus® PD 2002;
- g) resolve and investigate ENplus® trademark(s) fraud in compliance with ENplus® PD 2007;
- h) provide required information related to the ENplus® certification through the ENplus® Certification Platform or by other means specified by **ENplus® International Management**;
- i) promote the ENplus® scheme in the respective country of the ENplus® National Licenser.

**5.4** When performing the activities of the ENplus<sup>®</sup> scheme governance in their respective country, the **ENplus<sup>®</sup> National Licenser** shall:

- a) provide ENplus® International Management with a contact person;
- b) actively communicate with **ENplus® International Management** in English and by means recognised by **ENplus® International Management**;
- c) ensure that the contact person participates in an ENplus<sup>®</sup> inspector's training as well as an additional training/meeting that has been organised and requested by ENplus<sup>®</sup> International Management;
- d) follow instructions communicated by ENplus® International Management;
- e) respond, in a timely manner, to requests for information and actions made by **ENplus®** International Management;
- f) allow ENplus<sup>®</sup> International Management to supervise and / or investigate the ENplus<sup>®</sup> governance activities carried out by the ENplus<sup>®</sup> National Licenser, including access to information and records retained by the ENplus<sup>®</sup> National Licenser.

g) ensure confidentiality of information in compliance with ENplus® PD 2008.

**5.5** For the purposes of development and maintenance of additional requirements of the **ENplus® documentation** (see 5.3 b)); the **ENplus® National Licenser** shall:

- a) only develop and maintain requirements that are permitted to be developed at national level by ENplus® ST 1001;
- b) ensure that national requirements are defined in a separate national document as an addendum to ENplus<sup>®</sup> ST 1001 in a format and design that is approved by ENplus<sup>®</sup> International Management;
- c) submit the national requirement documents and any apparent amendments, to **ENplus®** International Management for approval (all documents shall be translated in English);
- d) ensure that only national requirement documents approved by ENplus® International Management are used by companies and ENplus® certification and ENplus® testing bodies.

**5.6** For the purposes of issuance of the ENplus® trademark permission(s) (see 5.3 d)), the **ENplus® National Licenser** shall:

- a) ensure that the ENplus<sup>®</sup> trademark license contract template has been translated into the official language(s) of the ENplus<sup>®</sup> National Licenser. It shall comply with the English template of the ENplus<sup>®</sup> trademark license contract that has been approved by ENplus<sup>®</sup> International Management. Any amendment shall be approved by ENplus<sup>®</sup> International Management.
- b) provide the translated ENplus<sup>®</sup> trademark license contract template and any apparent amendments to ENplus<sup>®</sup> International Management;
- c) only charge fees for the ENplus® trademark permission(s) based on tariffs that have been presented to ENplus® International Management. The approval shall ensure that the structure of the fees is consistent with ENplus® PD 2006 while the amount of the fee can be decided by the ENplus® National Licenser.
- d) keep records relating to the issuance of ENplus<sup>®</sup> trademark permission(s) and register issued permission(s) on the ENplus<sup>®</sup> Certification Platform which is operated by ENplus<sup>®</sup> International Management.

**5.7** The **ENplus® National Licenser** shall provide **ENplus® International Management** with the following information and records relating to all promotional activities of the ENplus® scheme (see 5.3 i)):

- a) the translation of the ENplus<sup>®</sup> documentation in the language(s) of the ENplus<sup>®</sup> National Licenser;
- b) the development and maintenance of the ENplus® website in a national language;
- c) the annual report on conducted promotional activities.

5.8 The ENplus® National Licenser shall provide ENplus® International Management with information necessary for the calculation of ENplus®-related fees charged by the ENplus® National Licenser, no later than the end of February, and pay a scheme governance fee to ENplus® International Management in accordance with ENplus® PD 2006.

## 6. ENplus<sup>®</sup> National Promoting Association

#### 6.1 The ENplus® National Promoting Association shall:

- a) be a member of Bioenergy Europe AISBL and EPC;
- b) represent a country which is not covered by an ENplus<sup>®</sup> National Licenser or another ENplus<sup>®</sup> National Promoting Association and shows sufficient potential for the development of the ENplus<sup>®</sup> certification scheme;
- c) show sufficient wood pellets sector representation;
- d) show no conflict of interest through any other certification scheme for wood pellet quality;
- e) demonstrate stable operation and sufficient resources necessary for performance of the ENplus® scheme governance;
- f) sign a scheme promotion contract with ENplus® International Management.

**6.2** The acceptance of the **ENplus® National Promoting Association** shall be decided by the EPC General Assembly based on recommendations from the EPC Board of Directors and consent from Bioenergy Europe.

6.3 The ENplus® National Promoting Association shall conduct the following ENplus® promotional activities in their respective country and shall provide ENplus® International Management with the following information and records:

- a) the translation of the ENplus<sup>®</sup> documentation in the language(s) of the ENplus<sup>®</sup> National Promoting Association;
- b) the development and maintenance of the ENplus® website in the relevant national language;
- c) language, information, and administrative support to **ENplus® International Management** relevant to ENplus® governance activities in their respective country (see also Annex A);
- d) annual planning of promotional activities including its budget;
- e) annual reporting of conducted promotional activities.

**6.4** When performing the activities of the EN*plus®* scheme promotion in their respective country, the **EN***plus®* **National Promoting Association** shall:

- a) provide **ENplus®** International Management with a contact person responsible for the ENplus® scheme;
- b) actively communicate with **ENplus®** International Management in English and by means recognised by **ENplus®** International Management;
- c) ensure that the contact person participates in an ENplus<sup>®</sup> inspector's training as well as an additional training/meeting that has been organised and requested by ENplus<sup>®</sup> International Management;
- d) follow instructions and interpretations communicated by **ENplus® International Management**;
- e) respond, in a timely manner, to requests for information and actions made by **ENplus®** International Management;
- f) allow ENplus<sup>®</sup> International Management to supervise and/or investigate the ENplus<sup>®</sup> promotion activities carried out by the ENplus<sup>®</sup> National Promoting Association, including access to information and records retained by the ENplus<sup>®</sup> National Promoting Association.

**6.5** The **ENplus®** National Promoting Association is eligible to receive a scheme governance payment from **ENplus®** International Management in accordance with ENplus® PD 2006.

## 7. Deutsches Pelletinstitut (DEPI)

**7.1** Deutsches Pelletinstitut is the only governing body of the ENplus<sup>®</sup> certification scheme in Germany and is working in Germany in the function of an **ENplus<sup>®</sup> certification body**.

7.2 DEPI shall conduct activities relating to the development and maintenance of the ENplus® documentation in accordance with ENplus® PD 2001 and translation of the relevant ENplus® documentation into German.

**7.3 DEPI** shall conduct additional activities of the ENplus® scheme governance in Germany:

- a) the development and maintenance of the ENplus<sup>®</sup> documentation that is only applicable in Germany. DEPI shall only approve the German specific documentation for which it receives written consent from ENplus<sup>®</sup> International Management; DEPI shall keep a list of all ENplus<sup>®</sup> documentation applicable in Germany, both adopted internationally as well as those only applied in Germany, and make that list publicly available;
- b) the organisation of both quality manager and delivery vehicle driver training as required by ENplus® ST 1001;
- c) the issuance of the ENplus<sup>®</sup> trademark(s) permission(s) in compliance with ENplus<sup>®</sup> ST 1003 and ENplus PD DE 2003 to **companies** located in Germany;
- d) the recognition of conformity assessment bodies operating the ENplus<sup>®</sup> scheme in Germany in compliance with ENplus ST DE 1002 and ENplus PD DE 2004 and providing services to **companies** that are located in Germany;
- e) operating the Governances Integrity Programme (GIP) in compliance with 8.3 of this document;
- f) the resolution and investigation of **complaints** and **appeals** in compliance with ENplus PD DE 2002;
- g) the resolution and investigation of **ENplus® trademark** fraud in compliance with ENplus PD DE 2007;
- h) providing access to data on ENplus<sup>®</sup> certified companies to ENplus<sup>®</sup> International Management in a scale and scope agreed between the DEPI and ENplus<sup>®</sup> International Management, e.g. data on complaints and delivery vehicles for small-scale delivery;
- i) promotion of the ENplus® scheme in Germany.
- j) ensuring confidentiality of information in compliance with ENplus PD DE 2008.

**7.4 DEPI** shall operate the scheme in accordance with the contract between Bioenergy Europe and **DEPI**.

## 8. ENplus<sup>®</sup> Governance Integrity Programme

## 8.1 Evaluation of ENplus<sup>®</sup> National Licensers and National Promoting Associations

8.1.1 **ENplus® International Management** shall evaluate and record, at least on annual basis, the compliance of **ENplus® National Licensers** and **ENplus® National Promoting Associations** with the requirements specified in **ENplus® National Licenser** and **ENplus® National Promoting Promoting Association** of this document.

8.1.2 The evaluation of **ENplus® National Licensers** and **ENplus® National Promoting** Associations shall result in the performance classification as per Table 1.

#### • Table 1

## GIP classification of ENplus® National Licensers and ENplus® National Promoting Associations' performance

Classification	Description	Procedures	
\$1	Unacceptable performance which puts the overall competency of the <b>ENplus®</b>	A report is provided immediately to the [function within <b>ENplus® International Management</b> ]	
	National Licenser / ENplus® National Promoting Association in question.	<b>ENplus® National Licenser / ENplus® National</b> <b>Promoting Association</b> is requested for immediate action.	
	Includes serious infringements of EN <i>plus®</i> requirements that is systemic or showing deliberate and/or repeated ignorance or negligence.	<b>ENplus® National Licenser / ENplus® National</b> <b>Promoting Association</b> is requested to report on corrective/preventive actions taken.	
		<b>ENplus® National Licenser / ENplus® National</b> <b>Promoting Association</b> 's conformity and corrective / preventive actions are verified by additional assessment, where necessary.	
#2	Poor or inadequate performance with the immediate need for improvement. No evidence of fraud or systemic failure,	<b>ENplus® National Licenser / ENplus® National</b> <b>Promoting Association</b> is requested to define corrective and preventive measures to improve its performance.	
	deliberate and/or repeated ignorance or negligence.	An additional assessment is scheduled within the next 12 months.	
#3 Good and acceptable performance. No <b>non-conformities</b> found.		No further actions required <b>ENplus® National Licenser</b> / <b>ENplus® National</b> <b>Promoting Association</b> remains a part of future assessments.	
<b>#4</b>	Superior level of performance and implementation of ENplus® requirements.	No further actions required <b>ENplus® National Licenser / ENplus® National</b> <b>Promoting Association</b> remains a part of future assessments.	

**8.1.3** Where an **ENplus® National Licenser** or an **ENplus® National Promoting Association** does not respond to a request for corrective actions, **ENplus® International Management**, shall apply sanctions specified in Table 2. The step-wise sanction approach is applied individually for each **non-conformity** / finding.

NOTE: The individual application of sanctions means that a new **non-conformity** / finding always starts with step1 – 1st warning.

#### • Table 2

#### **GIP Sanctions**

Step	Type of sanction	Description	Actions concerning the NL's/NPA's activities
Step 1	1st Warning	Decided by the EPC Secretariat in case of <b>non-conformities</b> with the ENplus® requirements where the <b>ENplus® National Licenser</b> / <b>ENplus® National Promoting</b> <b>Association</b> does not respond to requests for corrective and/or preventive actions or those are not implemented in time.	No action
Step 2	2nd Warning	Decided by the EPC Board of Directors where the <b>ENplus®</b> <b>National Licenser / ENplus®</b> <b>National Promoting Association</b> does not respond to the 1st warning or where it does not implement measures stipulated in the 1st warning.	The ENplus® National Licenser / ENplus® National Promoting Association is requested to pay in part or in full costs associated with the follow up assessment activities as decided by ENplus® International Management (the EPC Secretariat).
Step 3	Suspension or termination of the EN <i>plus®</i> governance/pr omotion contract	Decided by the EPC Board Directors with the consent of Bioenergy Europe where the 2nd warning is ignored or measures taken by the ENplus® National Licenser / ENplus® National Promoting Association are not implemented in time or are not sufficient. The decision is announced via the	The ENplus® National Licenser / ENplus® National Promoting Association is not allowed to perform the governance/promotion activities. The governance / promotion activities of the ENplus® National Licenser / ENplus® National Promoting Association are taken over by ENplus® International
		official ENplus® website (www.enplus-pellets.eu) and communicated to the listed CABs and certified clients in the respective country. The ENplus® National Licenser can appeal the decision following	Management. In case of "suspension", the existing ENplus® trademark licenses remain valid. In case of termination, all ENplus® trademark licenses issued by the ENplus® National Licenser are terminated and re-issued by the
		ENplus® PD 2002 where the <b>appeal</b> decision is made by the EPC General Assembly.	ENplus <sup>®</sup> International Management.

**8.1.4** The EPC Secretariat shall report the results of the Governance Integrity Programme (GIP) on an annual basis, which shall include recommendations for improvement for each **ENplus® National Licenser / ENplus® National Promoting Association.** The EPC Board of Directors shall review the report and decide on improvement measures. Outcomes of the GIP and its review shall be made available to the EPC General Assembly and Bioenergy Europe.

#### 8.2 Evaluation of ENplus® International Management

**8.2.1** The EPC Board of Directors together with **DEPI** shall commission a qualified third party to conduct an annual evaluation of the ENplus® scheme governance activities (see 4.5, 4.6) and performed by **ENplus® International Management** and **ENplus® National Licensers** / **ENplus® National Promoting Associations** shall be informed about the evaluation and invited to submit their views and comments. Those comments shall be considered within the evaluation.

**8.2.2** The qualified third party shall be provided with full access to records and information relating to the governance of the ENplus<sup>®</sup> scheme that are retained by the **ENplus<sup>®</sup>** International Management.

**8.2.3** The results of the evaluation shall be presented in a report submitted to the EPC Board of Directors and **DEPI**, including:

- a) description of evaluated activities;
- b) proposal for corrective and preventive measures.

8.2.4 The EPC Board of Directors shall:

- a) consider the evaluation report;
- b) approve the updated actions and ensure their implementation;
- c) communicate the outcomes of the evaluation report and actions to the EPC General Assembly and Bioenergy Europe.

#### 8.3 Evaluation of DEPI

**8.3.1 DEPI** together with the EPC Board of Directors shall commission a qualified third party to conduct an evaluation of the EN*plus®* scheme governance activities defined in Deutsches Pelletinstitut (DEPI) and performed by **DEPI**.

**8.3.2** The qualified third party shall be provided with full access to records and information relating to the governance of the ENplus<sup>®</sup> scheme that are retained by **DEPI**.

**8.3.3** The results of the evaluation shall be presented in a report submitted to the EPC Board of Directors and **DEPI**, including:

- a) description of audited activities;
- b) proposal for corrective and preventive measures.

#### 8.3.4 DEPI shall:

- a) consider the evaluation report;
- b) approve the updated actions and ensure their implementation.

## 9. Complaints and appeals

**9.1** A complaint or appeal related to ENplus® scheme governance conducted by ENplus® International Management / an ENplus® National Licenser / an ENplus® National Promoting Association shall be submitted and investigated in compliance with ENplus® PD 2002.

**9.2** A **complaint** or **appeal** related to ENplus<sup>®</sup> scheme governance conducted by **DEPI** shall be submitted and investigated in compliance with ENplus PD DE 2002.

# Annex A. Responsibilities in the governance of the ENplus® scheme

	Responsibility			
Activity	EN <i>plus®</i> IM (central function)	ENplus® IM (in countries without NLs)	ENplus® NL	DEPI (in Germany)
Development of the <b>ENplus®</b> <b>documentation</b> – international level	x			x
Development of additional national requirements (Storage Guidelines)		x	x	
Development of specific German documentation				x
Training of <b>company</b> 's quality managers and drivers		x	x	x
Issuance of EN <i>plus®</i> trademark permissions		x	x	x
ENplus <sup>®</sup> listing / recognition of certification and testing bodies	x			x
Certification integrity programme	x	x	x	
Issuance of the ENplus® NL and ENplus® NPA status	x			
Governance integrity programme	x			x
Complaints resolution		x	x	x
Frauds resolution		x	x	x
ENplus <sup>®</sup> scheme promotion	x	x	x	x

ENplus® IM - ENplus® International Management ENplus® NL - ENplus® National Licenser



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