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23 August 2016

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The Registrar of Trade Marks
IP Australia
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Dear Registrar

Application to vary rules governing Certification Trade Mark No. 1347633

The Australian Competition and Consumer Commission (the ACCC), in accordance with the provisions of the *Trade Marks Act 1995*, has completed its final assessment of the application to vary the rules governing Certification Trade Mark No. 1347633 lodged by The CEO Institute Pty Ltd.

A certificate detailing the ACCC's assessment is attached, as is a certified copy of the rules as varied. The applicant has been notified.

If you have any queries about this matter, please contact Elizabeth Batten on (02) 6243 1359.

Yours sincerely

David Hatfield
Director
Adjudication Branch



**Australian
Competition &
Consumer
Commission**

**Final Assessment of application to vary the rules governing Certification
Trade Mark 1347633 owned by The CEO Institute Pty Ltd**

The Australian Competition and Consumer Commission (the ACCC), in accordance with the requirements of the *Trade Marks Act 1995*, has completed its Final Assessment of the above Certification Trade Mark (CTM) application.

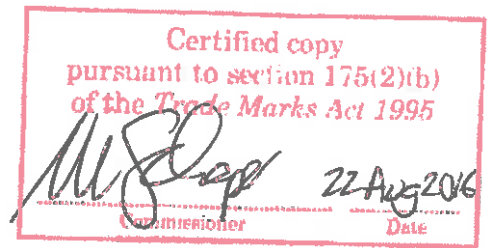
The ACCC's Final Assessment is that it is satisfied that:

- (a) the rules governing the use of the CTM, as proposed to be amended, would not be to the detriment of the public; and
- (b) the rules governing the use of the CTM, as proposed to be amended, are satisfactory having regard to the principles relating to restrictive trade practices set out in Part IV of the *Competition and Consumer Act 2010* (the Act) and the principles relating to unconscionable conduct (Part 2-2), unfair practices (Part 3-1), and safety of consumer goods and product related services (Part 3-3) in Schedule 2 (Australian Consumer Law) of the Act.

Signed.....  (Deputy Chair)

Date..... 22 August 2016

**CCEO
RULES FOR CERTIFICATION**



These rules set out the requirements that must be met by applicants, and the ongoing standards that must be maintained, in order to obtain the Certified CEO designation and the right to use the CCEO Certification Trade Mark. The Mark may not be used or applied except as set out in these Rules.

1. Definitions

In these rules the following terms have the following meanings:

“Act” means the *Corporations Act 2001* (Cth) or the equivalent legislation in the country in which the Candidate or Fellow resides;

“Authorised Educational Institution” means a business school, university or management institute with a track record of delivering high quality post-graduate programs and/or executive training courses and assessment, and providing a Certification Course (or Certification Courses);

“Candidate” means an applicant for certification who has undertaken the Certification Course;

“Certification Course” means a course which includes both class-work and action learning projects and/or assessable assignments, provided by an Authorised Educational Institution, and which is recognised and approved by the Owner or delivered by the Owner itself;

“Fellow” means a five-year member of the Syndicate Program;

“Full Certification” means the right to use the Mark as set out in clause 8.1;

“Honorary Life Certification” means the right to use the Mark as set out in clause 8, without having to comply with the maintenance provisions set out in clause 6.

“IIDM” means International Institute of Directors and Managers Pty Limited ABN 26 112 140 299;

“Mark” means the Certified CEO Certification Trade Mark being the trade mark “CCEO” which is the subject of Australian Trade Mark Number 1347633 in class 35 registered by the Owner;

“Owner” means The CEO Institute Pty Limited ABN 90 005 342 012;

“Provisional Certification” means the right to use the Mark as set out in clause 8.2;

“Syndicate Program” means the program offered by the Owner.

2. The Mark

The Mark is a designation for Senior Executives who have attained appropriate levels of experience and education and been certified in accordance with these Rules.

3A. Certification Requirements – Certification Course

In order to be certified pursuant to these Rules and entitled to use the Mark, Candidates must:

- 3A.1 have a minimum of three (3) years senior management experience at the time of applying to the Owner for certification;
- 3A.2 have successfully completed the Certification Course with an Authorised Educational Institution or the Owner;
- 3A.3 subscribe to the IIDM or be a financial member of the Syndicate Program in order to fulfill the Candidate's ongoing professional development obligations after certification; and
- 3A.4 obtain the Owner's acceptance in writing that their application was successful.

3B. Certification Requirements – Syndicate Program

In order to be certified pursuant to these Rules and entitled to use the Mark, Fellows must:

- 3B.1 be a Fellow of the Owner and have attended a minimum of 55 meetings of the Syndicate Program; and
- 3B.2 be a financial member of the Syndicate Program in order to fulfill the Fellow's ongoing professional development obligations after certification. In the event that the Fellow is based in a geographical region where the Syndicate Program is not run the Fellow will be required to subscribe as a Fellow of the IIDM in order to fulfill the Fellow's ongoing professional development obligations. The Owner shall also have the discretion to, taking into account all the Fellow's circumstances, permit the Fellow to subscribe to the IIDM instead of becoming a member of the Syndicate Program in order to fulfill the Fellow's professional development obligations after certification.

4A. Certification Process – Certification Course

The Owner will issue a Certificate of Certification to a Candidate once the Owner has:

- (a) confirmed the Candidate's employment history and work experience;
- (b) verified that the Candidate is a financial member or subscriber in accordance with clause 3A.3 above; and
- (c) obtained confirmation that the Candidate has successfully completed the Certification Course with an Authorised Educational Institution or the Owner;

4B. Certification Process – Syndicate Program

The Owner will issue a Certificate of Certification to a Fellow once the Owner has:

- (a) confirmed the Fellow's employment history and work experience;
- (b) confirmed the Fellow's Syndicate Program attendance record in accordance with clause 3B.1 above; and
- (c) verified that the Fellow is a financial member or subscriber in accordance with clause 3B.2 above.

5A. Certification Designation – Certification Course

5A.1 Full Certification will be granted to those Candidates who meet the requirements set out in clauses 3A.2 and 3A.3 above and have a minimum of five (5) years experience as a chief executive officer or equivalent position;

5A.2 Provisional Certification will be granted to those Candidates who meet the requirements set out in clauses 3A.1, 3A.2 and 3A.3 above and who do not have a minimum of five (5) years experience as a chief executive officer or equivalent position.

5B. Certification Designation – Syndicate Program

5B.1 Full Certification will be granted to those Fellows who meet the requirements set out in clauses 3B above, and have a minimum of five (5) years experience as a chief executive officer or equivalent position;

5B.2 Provisional Certification will be granted to those Fellows who meet the requirements set out in clauses 3B above, and do not have a minimum of five (5) years experience as a chief executive officer or equivalent position.

5C. The Certificate of Certification will acknowledge whether the Candidate or Fellow has been granted Full or Provisional Certification.

6. Maintenance of Certification

6.1 In order to maintain Full or Provisional Certification and the right to use the Mark, the Candidate or Fellow must remain a financial member or subscriber in accordance with clause 3A.3 or 3B.2 above and undertake the continuing professional development required by such membership or subscription.

6.2 Subject to clause 6.3 below, in the event that the Candidate or Fellow with Full Certification ceases to be a financial member or subscriber in accordance with clause 3A.3 or 3B.2 above, the Candidate or Fellow will have their Certification suspended by notice in writing until such time as they resume compliance with clause 3A.3 or 3B.2.

6.3 The Owner shall have the right at its discretion to award Honorary Life Certification to Candidates or Fellows over the age of 70 years who have attained Full Certification but who are no longer working full time. Candidates and Fellows with Honorary Life Certification shall not be required to meet the obligations set out in clause 6.1 above.

- 6.4 In the event that the Candidate or Fellow with Provisional Certification ceases to be a financial member or subscriber in accordance with clause 3A.3 or 3B.2 above, the Candidate or Fellow will have their Certification suspended by notice in writing until such time as they resume compliance with clause 3A.3 or 3B.2.

7. De-Certification

The Owner shall have the right to de-certify a Candidate or Fellow (including one holding Honorary Life Certification) by notice in writing and the Candidate or Fellow shall immediately cease to use the Mark in the event that:

- 7.1 the Candidate or Fellow is disqualified from acting as a company director pursuant to the Act;
- 7.2 the Candidate or Fellow is found guilty of a breach of the Act, whether or not this results in disqualification as set out in clause 7.1 above;
- 7.3 the Candidate or Fellow becomes bankrupt; or
- 7.4 the Candidate or Fellow is convicted of any criminal offence carrying a maximum penalty of not less than twelve (12) months imprisonment.

8. Use of the Mark

- 8.1 A successful Candidate or Fellow with Full Certification may use the Mark by placing after his/her name represented as follows and in no other manner: CCEO.
- 8.2 A successful Candidate or Fellow with Provisional Certification may use the Mark placing it after his/her name represented as follows and in no other manner: CCEO(prov).
- 8.3 A successful Candidate or Fellow with Full Certification will also be able to call himself/herself a Certified CEO.

9. Ownership

The Owner is the sole owner of the Mark and a successful Candidate or Fellow will be entitled to use the Mark as set out in these Rules but does not have, and is not entitled to claim, any rights to ownership of the Mark.

10. Register

- 10.1 The Owner will keep a register of Certified Candidates and Fellows at its office which shall include the names, contact details and date and designation of certification of each Candidate and Fellow ("Register").
- 10.2 Candidates and Fellows shall be required, before and after they receive certification, to notify the Owner of any changes to the Candidate's or Fellow's contact details, and such revised details shall be recorded in the Register.

11. Notices

Any notice, consent or other communication that the Owner may be required or may wish to give to a Candidate or Fellow under these Rules including but not limited to, any notice of de-certification, shall be in writing and may be given by:

- 11.1 being delivered by hand to the Candidate or Fellow at its address as recorded in the Register;
- 11.2 being sent by facsimile transmission to the facsimile number of the Candidate or Fellow as recorded in the Register; or
- 11.3 being sent by prepaid ordinary mail to the Candidate or Fellow at its address as recorded in the Register;
- 11.4 being sent by email to the Candidate or Fellow at his/her email address recorded in the Register;

AND the notice shall be deemed to have been given:

- 11.5 if delivered personally, on the date on which the notice was personally delivered;
- 11.6 if sent by facsimile transmission, on the date on which the Owner's facsimile transmission machine records that the facsimile transmission was dispatched to the facsimile number of the Candidate or Fellow;
- 11.7 if sent by prepaid ordinary mail within Australia, on the date being three business days after the date of posting; or
- 11.8 If sent by email, 4 hours after the email is sent unless the sender receives an automated message that the email has not been delivered.

Service effected in accordance with any one of the provisions of this clause shall be deemed good and sufficient service of the notice irrespective of whether the notice shall actually have come to the notice of the party to whom it is being sent. Except as otherwise specifically provided in the Rules, any notice required to be given or made shall be sufficiently signed on behalf of the party sending the notice if signed by an authorised officer or agent of such party.

12. **Dispute Resolution**

- 12.1 If there is any dispute between the parties concerning these Rules, or the certification of or a decision not to certify a Candidate or Fellow, then the parties must attempt to resolve any such dispute by the dispute resolution procedure set out herein before resorting to alternative avenues, including litigation.
- 12.2 The dispute resolution procedure is as follows:
 - (a) if a party believes that a dispute has arisen, including where a Candidate or Fellow believes he/she has been mistakenly denied certification, that party must serve a dispute notice on the other party;
 - (b) the dispute notice must state that a dispute has arisen and identify in sufficient detail what the dispute is;

- (c) in the case of a dispute against the Owner, the dispute notice must be provided to the Owner's chief executive officer (or nominee) following receipt of which the chief executive officer (or nominee) and the Candidate or Fellow will within a period of five business days, seek to resolve the dispute;
- (d) failing resolution by the parties' at the meeting referred to above the parties may jointly request the appointment of a mediator and failing agreement within seven (7) days of service of the dispute notice, either party may apply to the President of the Law Institute of Victoria to appoint a mediator;
- (e) once the mediator has accepted the appointment, the parties must comply with the mediator's instructions;
- (f) if the dispute is not resolved within thirty (30) days of the appointment of the mediator, or any other period agreed by the parties in writing, the mediation ceases;
- (g) such mediation shall take place in Melbourne, Victoria, Australia.

12.3 The mediator may fix the charges for the mediation which must be paid equally by the parties.

12.4 If the dispute is settled, all parties must sign the terms of agreement and those terms are binding on the parties.

12.5 The mediation is confidential and statements made by the mediator or the parties as well as discussions between the participants to the mediation before, after or during the mediation cannot be used in any legal proceedings.

12.6 It shall be a term of the engagement of the mediator that the parties release the mediator from any Court proceedings relating to the dispute or the mediation.

12.7 The mediator is not bound by the rules of natural justice and may discuss the dispute with a party in the absence of any other party.

13. **Amendment**

These rules may be amended at any time by the Owner, subject to the provisions of the *Trade Marks Act 1995* (Cth).