



**Australian
Competition &
Consumer
Commission**

Our Ref: 52536
Contact Officer: Michael Drake
Contact Phone: (03) 9658 6517

GPO Box 3131
Canberra ACT 2601

23 Marcus Clarke Street
Canberra ACT 2601

tel: (02) 6243 1111
fax: (02) 6243 1199

www.accc.gov.au

8 May 2014

The Registrar of Trade Marks
IP Australia
PO Box 200
WODEN ACT 2606

Dear Registrar

Certification Trade Mark Application No 1573209 – lodged by PCR Education Services Pty Ltd

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 Certification Trade Mark (CTM) No. 1573209.

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

If you have any queries on this matter, please contact Michael Drake on (03) 9658 6517.

Yours sincerely

Gavin Jones
Director
Adjudication Branch



Australian
Competition &
Consumer
Commission

**Final Assessment of Certification Trade Mark Application 1573209
lodged by PCR Education Services Pty Ltd**

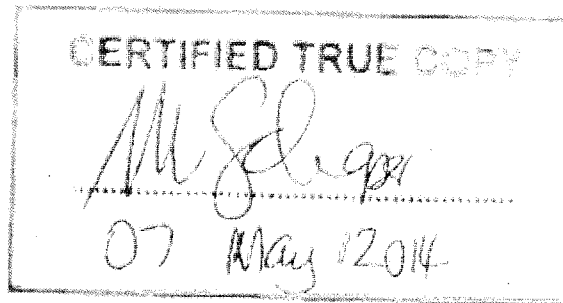
The Australian Competition and Consumer Commission (the ACCC), in accordance with the requirements of the *Trade Marks Act 1995*, has completed its Final Assessment of the above Certification Trade Mark (CTM) application.

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

- (a) the approved certifiers demonstrate the attributes necessary to competently certify the goods and/or services in respect of which the CTM is to be registered;
- (b) the rules governing the use of the CTM would not be to the detriment of the public;
and
- (c) the rules governing the use of the CTM 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..... *Michael Sheper* (Deputy Chair)

Date..... *07 May 2014*



THE SCHOOL ACCREDITATION PROCESS

Introductory Phase

- An ASAA Board member/representative provides information about the process, responds to queries from the school, negotiates the composition of the Accreditation Panel, and agrees time-lines (1/2 day).

Phase 1

- The school identifies relevant sources of data, and administers surveys of students, staff, and the school community.

Phase 2

- The school undertakes a self-assessment using an assessment instrument containing best-practice criteria for each domain.

Phase 3

- The Accreditation Panel visits the school to verify the school's self-assessment, collect and examine further evidence (2-4 days).

Phase 4

- The Accreditation Panel Chair finalises the Accreditation Panel Report and submits it to the ASAA Accreditation Committee.
- The ASAA Board makes a decision regarding accreditation.

Accreditation Cycle

- The accreditation cycle is aligned with the requirements for accountability in the relevant jurisdiction or, where no such requirements exist, is provided for a period of 4 years.

Accreditation Framework

The Accreditation Framework is structured to reflect the following *Dimensions* and *Domains* of school practice and performance.

Dimension

Domain

Identity

- Purpose
- Vision
- Values

Teaching and Learning

- Learning Outcomes
- Curriculum
- Effective Teaching

Organisational Management

- Governance
- Leadership
- Management

Accreditation Panel

The Accreditation Panel will be appointed by ASAA. The Panel will comprise:

- A Panel Chair, and
- Panel Members who can provide the requisite specialist knowledge and skills to provide the evaluation required to assess the school's performance and processes.

All members of the Accreditation Panel are required to attend ASAA Panel Member training and to demonstrate that they have the knowledge and skills required to contribute to the work of the Accreditation Panel.

Accreditation Renewal

Schools will be accredited for a specified period, subject to a process of Annual Review and subsequent confirmation of the Accredited Status of the school.



[Date]

[SchoolName]

[Address]

Letter of Agreement

Dear Firstname,

The Australasian Schools Accreditation Agency (ASAA) conducts the ASAA School Accreditation Program.

You have requested ASAA to provide the Accreditation Program to School Name ('School').

ASAA confirms and documents its willingness to provide the Accreditation Program and Program Materials, and by signing this Letter of Agreement, your school accepts the provision of ASAA's services in accordance with the terms of this Letter of Agreement from the date on which it is signed by both parties, and if this does not occur on the same date, on the later of the two dates.

By signing this Letter of Agreement, both ASAA and School Name confirm their willingness to cooperate and engage in the Accreditation Program as set out in the **Conditions of Contract ('Conditions')**.

ASAA looks forward to providing the Accreditation Program to your school.

If you have any questions regarding the content of this Letter of Agreement, please do not hesitate to contact ASAA.

Kind regards,

Dr Peter Cuttance
Chair
Australasian Schools Accreditation Agency Pty Ltd

Conditions of Contract

1 Program Materials

- 1.1 The School must not use the ASAA Trade Marks unless authorised to do so in writing and must return the Program Materials and cease using the ASAA Trade Marks if the School does not:
- (a) successfully complete the Program;
 - (b) maintain the Accreditation Standards;
 - (c) use the Trade Marks in accordance with conditions specified by ASAA; or
 - (d) pay the Fees as described in the Schedule of Services and Fees.

2 Intellectual Property Rights

- 2.1 ASAA owns and retains all Intellectual Property Rights in the Program Materials and Trade Marks.

3 Fees

- 3.1 The School must pay ASAA the Fees as specified in the Schedule of Services and Fees.
- 3.2 If the School fails to pay the specified Fees, without limiting any other remedies available to ASAA, ASAA may defer performance of all the Services until all outstanding Fees are paid.

4 Confidentiality

- 4.1 Each party agrees to keep confidential, and not to disclose, other than as permitted by this Letter of Agreement, any Confidential Information of the other party provided to or obtained by that party prior to or after execution of this Letter of Agreement.
- 4.2 The obligation of Confidentiality does not apply to Confidential Information that is required to be disclosed by applicable law, or under compulsion of law by a court or Government Agency provided that the disclosing party:
- (a) discloses the minimum amount of Confidential Information required to satisfy the law or rules; and
 - (b) before disclosing any information, gives a reasonable amount of notice to the other party and takes all reasonable steps (whether required by the other party or not) to maintain such Confidential Information in confidence.
- 4.3 Each party may:
- (a) use the Confidential Information for the purposes specified in this Letter of Agreement and the provision of the Services; and
 - (b) disclose Confidential Information of the other party, with prior written consent of the other party; or
 - (c) disclose Confidential Information of the other party to the party's officers, agents, professional advisers, employees, contractors and permitted sub-contractors solely for the exercise of rights or the performance of obligations under this Letter of Agreement.
- 4.4 ASAA may use information provided by the School, whether confidential or not, to develop benchmarks and other measures. ASAA must ensure that the dissemination of such benchmarks and/or measures does not identify the School from which the information originated, unless the School has provided prior consent to it being identified in any dissemination of such benchmarks and/or measures.
- 4.5 If either party discloses Confidential Information under Clause 4, that party must ensure that the Confidential Information is kept confidential by the person to whom it is disclosed and is only used for the purposes of performing its obligations under this Letter of Agreement.

5 Privacy

- 5.1 Each party warrants that all information supplied to the other party is accurate and acknowledges that a party may collect, use, update and/or disclose any personal information received from the other party provided the disclosure is necessary for the purpose of performance of this Letter of Agreement and complies with any applicable privacy laws.

- 5.2 A party must comply with the reasonable directions of the other party regarding protection of personal information provided to that party under this Letter of Agreement.

6 Limitation of liability

- 6.1 If legislation implies in this Letter of Agreement any condition or warranty and avoids or prohibits provisions in an agreement which exclude, restrict or modify the application of or liability under that condition or warranty, the condition or warranty will be deemed to be included in this Letter of Agreement to the minimum extent required (Non-Excludable Condition).
- 6.2 Subject to Clause 6.1, ASAA excludes all conditions and warranties which would otherwise be implied in this Letter of Agreement.
- 6.3 To the maximum extent permitted by law, the liability of ASAA for any loss or damage however caused (including by the negligence of ASAA) or breach of a Non-Excludable Condition is limited, at the option of ASAA to:
- (a) supplying the Services again; or
 - (b) paying the costs of having the Services supplied again.

7 Term and Termination

- 7.1 This Letter of Agreement will commence on the Date of Execution and remain in force until the Completion Date as specified in the Schedule of Services and Fees, unless terminated earlier in accordance with this Clause 7.
- 7.2 Either party may terminate this Letter of Agreement:
- (a) if a party to this agreement commits a breach of this Letter of Agreement which has a material and adverse effect on the party that is not in breach of this agreement; and the party in breach of this agreement fails to remedy the breach within 30 days of receiving notice requiring remedy of the breach, or
 - (b) by giving 30 days notice to the party in breach of this Letter of Agreement.
- 7.3 On termination of this Letter of Agreement:
- (a) accrued rights or remedies of a party are not affected; and
 - (b) each party must deliver to the other party any Confidential Information, Program Materials or other property of the other party in its care, custody or control
 - (c) the School must cease using the ASAA Trade Marks.

8 Notices

- 8.1 All notices, approvals, consents, requests, demands or other communications (Notices) to be given to or served upon a party will be deemed to have been duly given or served if it is in writing, signed for and on behalf of the party given or serving the notice, and either delivered by post, facsimile or similar electronic device to each other party at their respect addresses, as specified in this Letter of Agreement.
- 8.2 A Notice given in accordance with Clause 8.1 is taken as having been given and received:
- (a) if hand delivered or transmitted by facsimile at or before 4.30pm on a Business Day, on delivery, otherwise at 9.30am on the next Business Day;
 - (b) if sent by prepaid post:
 - (i) within Australia, on the second Business Day after the date of posting;
 - (ii) to or from a place outside Australia, on the seventh Business Day after the date of posting;
 - (c) if sent by email transmission, at the time that would be the time of receipt under the Electronic Transactions Act 1999 (Cth).

9 Dispute resolution

- 9.1 If a dispute (Dispute) arises out of or in relation to the Letter of Agreement, no party to the Dispute (Disputant) will start arbitration or court proceedings (except proceedings seeking interlocutory relief) unless it has complied with this Clause 9.
- 9.2 A party claiming that a Dispute has arisen must notify the other Disputant in writing giving details of the Dispute and its proposal for a resolution.

- 9.3 For a 14 day period after a notice is given (Discussion Period) each Disputant must use all reasonable endeavours to resolve the Dispute.
- 9.4 If the Dispute remains unresolved at the end of the Discussion Period, it must be referred for mediation at the request of any Disputant to:
- (a) a person agreed on by the Disputants; or
 - (b) if agreement is not reached within seven days of the end of the Discussion Period, a mediator nominated by the then Chairman of LEADR or the Chairman's nominee.
- 9.5 Unless otherwise agreed between the Disputants:
- (a) the mediation will take place at a location specified by ASAA; and
 - (b) the Disputants will be entitled to legal representation.
- 9.6 Each Disputant will use all reasonable endeavours to resolve the Dispute through mediation as soon as is practical, including, but not limited to, providing the mediator with all information relevant to the Dispute.
- 9.7 Each Disputant must bear its own costs of complying with this Clause 9 and the Disputants must bear equally the mediator's costs.
- 9.8 If the Dispute is still not resolved within 30 days of appointment of the mediator, a Disputant that has complied with this Clause 9 may terminate the dispute resolution process by giving notice in writing to the other Disputant.
- 9.9 If, in relation to a Dispute, a Disputant breaches any provision of this Clause 9, the other Disputant need not comply with those Clauses in relation to that Dispute.

10 Severability

- 10.1 If anything in this Letter of Agreement is unenforceable, illegal or void then it is severed and the rest of this Letter of Agreement remains in force.

11 General

- 11.1 This Letter of Agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.
- 11.2 This Letter of Agreement may only be amended by a written instrument signed by each of the parties.
- 11.3 Assignment
- (a) The School must not assign, in whole or in part, or novate its rights and obligations under this Letter of Agreement.
 - (b) ASAA may assign its interest under this Letter of Agreement.
 - (c) If required by ASAA, the School must enter into a deed of novation with ASAA and a third party nominated by ASAA on terms specified by ASAA.
- 11.4 This Letter of Agreement may be executed in counterparts. All executed counterparts constitute one document.
- 11.5 A party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy.
- 11.6 A single or partial exercise by a party of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy.
- 11.7 A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.
- 11.8 Neither party will be in breach of the Letter of Agreement as a result of, or liable for, any such failure or delay in the performance of its obligations under the Letter of Agreement to the extent that such failure or delay is wholly or partially caused, directly or indirectly, by an event that is beyond that party's reasonable control.
- 11.9 This Letter of Agreement does not create a relationship of employment, trust, agency or partnership between the parties.
- 11.10 This Letter of Agreement will be constructed as a Letter of Agreement made in the State of Queensland and subject to the laws in force in that State.

12 Definitions and interpretation

Accreditation Standards: means the standards determined by ASAA and as published by ASAA from time-to-time.

Confidential Information: means all know-how, financial information and other proprietary information in whatever form, which a party claims as confidential to itself or to a third party to whom it owes a duty of confidentiality and which is within its control, other than information that:

- (a) is already in the public domain;
- (b) becomes part of the public domain otherwise than as a result of an unauthorised disclosure by the recipient party or its representatives;
- (c) is or becomes available to the recipient party from a third party lawfully in possession of such information and who has the lawful power to disclose such information to the recipient party on a non-confidential basis;
- (d) is rightly known by the recipient party (as shown by its written record) prior to the date of disclosure to it hereunder; or
- (e) is independently developed by an employee of the recipient party who has no knowledge of the disclosure under the Letter of Agreement.

Intellectual Property Rights: means

- (a) the statutory and other rights in respect of copyrights, confidential information and all other intellectual property rights defined in Article 2 of the Convention Establishing the World Intellectual Property Organisation of July 1967;
- (b) the right to apply for the grant of any such rights; but
- (c) does not include non-assignable rights such as moral rights.

Program Materials: means all books, documents, information, computer software, equipment, data and internet-based tools provided by ASAA for use by the School.

School: means the school that is a party to this Letter of Agreement.

Services: means the services specified in the Schedule of Services and Fees.

Trade Marks: means the Quality Improvement Trade Mark and the Quality Accredited Certification Trade Mark.

ASAA Self-Assessment and External Assessment Criteria

Each school conducts a Self-Assessment by engaging school staff in data gathering, conversation, reflection, and decision making about the effectiveness and efficiency of the school's operations.

The Self-Assessment report is provided to the External Accreditation Panel for verification.

- The Self-Assessment Process provides evidence against each of the criteria and rates the school on its current standing in relation to each criterion. Detailed guidance is provided for the school and the Accreditation Panel to use in making their assessments against each criterion. The school reports on each criterion by rating the extent to which it meets the criterion, using the categories set out below:
- Embedded – systemized and self-sustaining in a way that includes written policy, demonstrated successful implementation, review and renewal;
- Progressing – not fully systemized or self sustaining but includes written policy and frequent implementation;
- Beginning – implemented from time to time, but depends on individuals;
- Not evident – little or no evidence of this activity in the school.

The Chair of the Accreditation Panel makes an overall recommendation to ASAA as to whether the school meets the criteria as *Embedded* or *Progressing*, and indicates any conditions that may qualify accreditation in areas where the Accreditation Panel assesses the school as *Beginning* or *Not-Evident* in terms of individual criteria.

The award of Accreditation is provided for:

- A specified period (where appropriate, the period is aligned with school system requirements for school review).
- Conditional, subject to the school addressing specific areas identified by the Accreditation Panel (the school may be given a period to address the issues, with Accreditation being awarded following an assessment that the conditions have been met).
- Not awarded, but the school is advised of areas to be addressed that, subject to the presentation of evidence that these issues have been met at the level of *Embedded* or *Progressing*, Accreditation will be awarded.
- Not awarded.

ACCREDITATION DOMAINS AND CRITERIA

IDENTITY: PURPOSE, VISION & VALUES

- The school has a clearly articulated Statement of its vision and mission.
- The Statement is known by its community, and regularly reviewed.
- School structures and processes are aligned with the Statement.

ORGANISATIONAL MANAGEMENT: GOVERNANCE

- The structure and processes of governance are aligned with the school's Statement, and reviewed on a specific periodic cycle to ensure this is achieved.
- Decision making structures are aligned with the Statement.
- School governance provides the school with clear direction and support.
- The schools financial and budgetary processes align with the framework for school governance and with processes for sound financial management.
- Financial audits are conducted as required to meet systemic and financial regulations.
- Timely and effective action is taken to remedy any issues raised in audits.

ORGANISATIONAL MANAGEMENT: LEADERSHIP

- School leadership focuses on the core of educational outcomes, and is responsive to current and future needs.
- School leadership behaves ethically, builds trust, and works through vision.
- The leadership team engages key stakeholders in change processes; align stakeholders with the desired direction, and members mobilize people to work constructively together to achieve breakthrough goals.

ORGANISATIONAL MANAGEMENT: MANAGEMENT

- School management ensures that staff has the capacities required to ensure highly effective management of all programs, and high quality teaching and support for student welfare.
- Resources are managed effectively to ensure student learning is maximised to achieve strategic priorities in the development of new directions.
- Management is based on a clear structure of planning, goal setting, and monitoring and performance review against targets.
- The school responds to data and other evidence from formal and informal feedback about its performance in the short-term, medium-term and long-term.

TEACHING AND LEARNING ENVIRONMENT: CURRICULUM

- The planned curriculum aligns with the school's statement and meets the national and state system requirements.
- The curriculum clearly addresses the cognitive, social and physical development needs of students as they move through phases of schooling, especially in areas such as Literacy and Numeracy.
- The curriculum provides for the full range of students.
- The curriculum is coordinated both vertically and horizontally.

- A high priority is placed on ensuring that the planned curriculum is delivered.

TEACHING AND LEARNING ENVIRONMENT: TEACHING

- The school has a clearly articulated pedagogical framework.
- Teachers have a sound knowledge and understanding of their discipline.
- Teachers demonstrate effective practices in their discipline which engage and motivate students to achieve their potential.
- The learning environment is designed to meet the learning needs of all students.
- Learning opportunities are maximised
- Teachers use assessment to advance student learning.

TEACHING AND LEARNING ENVIRONMENT: LEARNING OUTCOMES

- Every student has a clear understanding of how they learn, what they know and can do, and how they can use this knowledge and their skills to leverage their future learning.
- Student outcomes are of a satisfactory level and demonstrate progressive improvement.
- Student data is regularly analysed and used to determine teaching approaches to improve student outcomes.