



Australian
Competition &
Consumer
Commission

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17/03/2016

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

By email: fep@ipaaustralia.gov.au

Dear Registrar

Certification Trade Mark Application No. 1692772

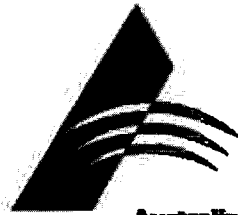
The Australian Competition and Consumer Commission (the ACCC), in accordance with the provisions of the *Trade Marks Act 1995*, has completed its final assessment of Certification Trade Mark (CTM) No. 1692772.

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 Saraj Bhullar on (03) 9290 1941.

Yours sincerely

Gavin Jones
Director
Adjudication Branch



Australian
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**Final Assessment of Certification Trade Mark Application 1692772
lodged by MMC Link 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 Dept* (Deputy Chair)

Date..... *15 March 2016*

Certified copy
pursuant to section 119(2)(b)
of the Trade Marks Act 1995
Michael Shepp 15 March 20
Commissioner Date

Certified Project Professional (CPP) Rules for Certification

A Certified Project Professional (CPP) is a person certified by the Institute of Project Management as ethical and competent to work on projects in any occupation or industry.

These rules set out the requirements that must be met by applicants and the ongoing standards that must be maintained in order to use the Certified Project Professional (CPP) 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:

“Accredited Provider” means the Owner or a vocational or higher educational provider accredited by the Owner to deliver the program described at Clause 3.1.

“Candidate” means an applicant for certification;

“Certification” means the right to use the Mark as set out in the Rules;

“Certification Examination” means a three-hour, online examination of the Candidate’s project management knowledge that includes (but is not necessarily limited to) the domains of:

- project initiation;
- project planning;
- project risk management;
- project leadership;
- project delivery; and,
- project close;

“Mark” means the Certified Project Professional (CPP) Trade Mark;

“Owner” means MMC Link Pty Ltd trading as the Institute of Project Management (IPM) ABN 58 137 685 020;

“User” means a natural person approved by the Owner to use the Mark.

2. The Mark

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

3. Certification Requirements

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

- 3.1 have completed a minimum of 30 hours project management training with an Accredited Provider; and**
- 3.2 have completed:**
 - 3.2.1 the Owner's Certification Examination with a passing grade of 65 percent or greater; or**
 - 3.2.2 an equivalent examination of the Candidate's project management knowledge that has been otherwise approved by the Owner; and**
- 3.3 commit to and comply with the Owner's Code of Ethics (annexed); and**
- 3.4 pay the registration fee to the Owner; and**
- 3.5 obtain the Owner's acceptance in writing that their application was successful.**

4. Certification Process

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

- 4.1 completed a minimum of 30 hours project management training with an Accredited Provider; and**
- 4.2 completed the Owner's Certification Examination (or approved equivalent) to the requisite standard; and**
- 4.3 received an electronically signed statement from the Candidate agreeing to be bound by the Owner's Code of Ethics (annexed); and**
- 4.4 processed the Candidate's registration fee.**

5. Approved Certifiers

An approved certifier must be an employee or delegate of the Owner sufficiently trained in the process of

- 5.1 validating a Candidate's eligibility pursuant to Clause 3 of these Rules; and**
- 5.2 processing the application pursuant to Clause 4 of these Rules; and**
- 5.3 issuing the Certification.**

6. Maintenance of Certification

In order to maintain Certification and the right to use the Mark, the Candidate must:

- 6.1 comply with the Owner's Code of Ethics (annexed); and**
- 6.2 pay the annual fee to the Owner; and**
- 6.3 notify the Owner of any changes to their contact details or circumstances relevant to Clause 7 of these rules.**

7. Use of the Mark

Approved Users of the Mark may use the Mark by:

7.1 calling themselves a Certified Project Professional; and

7.2 placing after their name the initials CPP.

8. Ownership

The Owner is the sole owner of the Mark. A successful Candidate is entitled to use the Mark according to these Rules, but does not have, and is not entitled to, any rights to ownership in the Mark.

9. Register

The Owner will keep a register of certified users of the Mark at its office which shall include the names, contact details and date of Certification of each Candidate.

10. Notices

Any notice, consent or communication that the Owner may be required or may wish to give to a Candidate or certified user of the Mark under these rules (including, but not limited to, any notice of de-certification), shall be given in writing and may be given by:

10.1 being sent by pre-paid ordinary mail to the Candidate or certified user's address recorded in the Register; or

10.2 being sent by electronic mail to the Candidate or certified user's e-mail address recorded in the Register;

AND the notice shall be deemed to have been given:

10.3 if sent by pre-paid ordinary mail, on the date three business days after the date of posting; or

10.4 if sent by electronic mail, on the date one business day after the date of transmission.

Service effected in accordance with any one of these provisions shall be deemed good and sufficient service of the notice irrespective of whether the notice shall actually have come to the notice of the intended recipient.

11. Schedule of Fees

11.1 The fees referred to in these Rules are in Australian dollars and set as follows:

a. Registration fee - \$250;

b. Annual fee - \$100.

11.2 These fees may be discounted or waived from time-to-time at the discretion of the Owner.

12. De-Certification

The Owner shall have the right to de-certify an approved user of the Mark in the event that the approved user:

- 12.1 is dismissed from employment for a breach, or otherwise found to have breached, the Owner's Code of Ethics (annexed); or
- 12.2 is convicted of any criminal offence carrying a penalty of not less than twelve (12) months imprisonment; or
- 12.3 misuses or misappropriates the Mark for any use other than those conferred by these rules.

13. Liability

All uses of the Mark are the responsibility of the User and do not result in liability of the Owner. The User agrees to hold the Owner free from all claims of third parties arising from their use of the Mark, as such use is the user's own responsibility.

14. Complaints

Complaints about the use of the Mark should be addressed to the Owner. In reviewing the complaint, the Owner is obliged to adhere to the principles of natural justice, as they are understood at the time in Australian law, are to be applied. These principles include:

- 14.1 The right of the complainant to obtain (on request) written reasons for the decision made, and
- 14.2 The right of the complainant to comment on materials that may be adverse to them.

In addition, Owner is committed to:

- 14.3 Ensuring a complainant or respondent is not victimised or discriminated against; and
- 14.4 Considering complaints in a consistent, transparent, objective and unbiased manner; and
- 14.5 Making all details of the procedures publicly available; and
- 14.6 Communicating the procedures in writing to all staff and ensure comprehensive training regarding comprehension and implementation of the policy's procedures, and that amendments and their implications are understood; and
- 14.7 Specifying reasonable timelines for responses to each stage of the process and monitoring of these timelines; and
- 14.8 Allowing the complainant and/or respondent to be accompanied and/or assisted by a third party if desired; and
- 14.9 Keeping appropriate records of complaints for at least five years, and allow parties to the complaint appropriate access to these records; and
- 14.10 Ensuring that such records are treated as confidential, and
- 14.11 Reviewing the complaints-handling process regularly.

15. Dispute Resolution

15.1 If there is any dispute between the parties concerning these Rules, 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.

15.2 The dispute resolution procedure is as follows:

- a. if a party believes that a dispute has arisen, including where a Candidate believes he/she has been mistakenly denied Certification, that party must notify their counterparty in writing;
- b. the dispute notice must identify in sufficient detail what the dispute is;
- c. in the case of a dispute against the Owner, the dispute must be sent to the Owner's Chief Executive Officer; following which the Owner will seek to resolve the dispute within ten (10) business days;
- d. failing resolution, the parties may jointly request the appointment of a mediator; and failing an agreement to that within ten (10) business days, either party may apply to the President of the Law Society of Tasmania to appoint a mediator;
- e. once the mediator has been appointed, the parties will comply with the mediator's instructions;
- f. such mediation shall take place in Hobart, Tasmania, Australia;
- g. 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.

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

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

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

15.6 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 mediation.

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

16. Amendment

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

Annex

1. IPM Code of Ethics for Project Professionals

- 1.1 **As Project Professionals, we will conduct our business honestly and ethically wherever we operate in the world. We will constantly improve the quality of our services and will create a reputation for honesty, fairness, respect, responsibility, integrity, trust and sound business judgment.**
- 1.2 **No illegal or unethical conduct is in our best interest as Project Professionals. We will not compromise our principles for short-term advantage; rather, we will adhere to high standards of personal integrity.**
- 1.3 **As Project Professionals, we must never permit our personal interests to conflict, or appear to conflict, with the interests of our clients. We must take great care to be honest in all stakeholder communications. We shall also avoid using our client contacts to advance our own private business or personal interests at the expense of clients or their affiliates.**
- 1.4 **No bribes, kickbacks or other similar remuneration or consideration shall be given to any person or organisation in order to attract or influence business. As Project Professionals, we shall avoid giving or accepting gifts, gratuities, fees, bonuses or excessive entertainment in order to attract or influence business.**
- 1.5 **As Project Professionals, we will often obtain proprietary, confidential or business-sensitive information and must take appropriate steps to assure that such information is strictly safeguarded. This information could include strategic business plans, operating results, marketing strategies, customer lists, personnel records, upcoming acquisitions and divestitures, new investments, and manufacturing costs, processes and methods. Proprietary, confidential and sensitive business information about our clients, their affiliates, and individuals will be treated with sensitivity and discretion and only be disseminated on a need-to-know basis.**
- 1.6 **As Project Professionals, we will refrain from gathering competitor intelligence by illegitimate means and refrain from acting on knowledge that has been gathered in such a manner. We will seek to avoid exaggerating or disparaging comparisons of the services and competence of our clients' competitors or our own competitors.**
- 1.7 **As Project Professionals, we obey all laws and client policies and act with respect and responsibility toward others in all of our dealings. We agree to disclose unethical, dishonest, fraudulent and illegal behaviour directly to management of our clients. As Project Professionals, we negotiate in good faith and do not act in an abusive manner toward others. We respect the property rights of others.**
- 1.8 **As Project Professionals, we do not engage in or condone deceptive behaviour, including half-truths, material omissions, false or misleading statements, or providing information out of context necessary to make the statement incomplete. We must be particularly careful to avoid misrepresenting our project estimates and forecasts to**

stakeholders; rather, all estimates should be based on rigorous and transparent forecasting techniques.

- 1.9 As Project Professionals, we do not use favouritism or nepotism in hiring and firing decisions or in the award of contracts. Nor do we discriminate in hiring or in the award of contracts on the basis of race, gender, religion, age, sexual orientation, national origin, disability, marital or family status, or any other protected or improper category.
- 1.10 As Project Professionals, we fully disclose any potential conflicts to our clients. If a potential conflict of interest arises, we refrain from being a part of decision-making processes until the stakeholders can decide with informed consent whether our continued involvement is appropriate in light of the potential conflict.
- 1.11 As Project Professionals, we strive to fulfil the commitments we make. We take ownership of our own mistakes and make prompt corrections; when others for whom we have responsibility make mistakes, we promptly communicate those errors to the appropriate party and take remedial action.