



**Final assessment of application to vary the rules governing Certification Trade Mark Application 1937389 lodged 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* (TMA), has completed its final assessment of the above application.

Pursuant to s178(3) of the TMA, the ACCC's final assessment is that it is satisfied that the rules governing the use of the certification trade mark identified above, as varied:

- (a) would not be to the detriment of the public; and
- (b) are satisfactory having regard to the criteria prescribed for the purposes of s175(2)(b) of the TMA.

Pursuant to Trade Marks Regulation 16.10, the ACCC is also satisfied that the rules as varied provide that the attributes a person must have to become an approved certifier are sufficient to enable the person to assess competently whether goods or services meet the certification requirements.

Signed.....  ..... (Deputy Chair)

Date 13 August 2020.....

**CertM**  
**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 Manager designation and the right to use the CertM Certification Trade Mark. The Mark may not be used or applied except as set out in these Rules, however any person who complies with these Rules may use the CertM Certification Trade Mark in accordance with them.

**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 resides;

**Authorised Educational Institution** means a business school, university, management institute or any other organisation with a track record of delivering high quality post-graduate programs and/or executive training courses, 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 made up of units or modules, subject or topics of study which includes class-work 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 or by the IIDM;

**Certified CEO Program** means the fully online educational course with Masters level content available globally offered by the Owner;

**Full Certification** means the right to use the Mark as set out in clause 9;

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

**Mark** means the Certified Manager Certification Trade Mark being the trade mark "CertM" which is the subject of Australian Trade Mark Number 1937389 in class 35 registered by the Owner;

**Owner** means The CEO Institute Pty Limited ABN 90 005 342 012 of Level 2, Suite 5, 1632-1638 High Street, Glen Iris, Victoria, Australia 3146 originally incorporated in Australia on 20 June 1977;

**2. The Mark**

The Mark is a designation for managers who have attained appropriate levels of experience and education and been certified in accordance with these Rules. The Mark is registered and applied in relation to business management; company management (for others); management of business (for others) in International Class 35. Use of the Mark certifies the quality of the Services being provided by

successful Candidates and it is these Services which are subject to certification by the Owner of the Mark.

### **3. The Owner**

The Owner is a membership organisation for Chief Executive Officers and Senior Executives, which has been in operation since 1992, offering education and continuing professional development services. The Owner was established to help business leaders connect with their peers and learn from each other using an experiential learning model. The purpose of the Owner is to inspire business leaders to continuously improve their professional and personal lives by creating environments that enable them to meet and communicate openly, share their insights and challenge their peers and themselves, and to gain exclusive access to the broader business world and its knowledge of leading and evolving business practices. The Owner provides face to face forums throughout Australia and in a selected number of overseas locations for business leaders to connect and network with like-minded leaders in a supportive, secure environment, and to share their experiences. In addition to the programs, a range of business events are regularly held, where eminent speakers on topics of key interest are being invited. The Owner, through its key executives has proven management capabilities demonstrating trustworthiness, honest and ethical behavior, excellent communication and research skills and the ability to provide dependable and decisive solutions along with consistency of application. The certification process is supported by the Owner's purpose built database management system, CEO Hub. The Owner also offers a fully online educational course with Masters level content available globally (Certified CEO Program). The Owner has been administering the certification process for the Certified CEO Program since its launch in 2017 and has been the Certifier of the CCEO certification trade mark (Certification Trade Mark registration number 1347633) since 24 February 2010. The Owner has certified hundreds of CCEOs in Australia and Internationally.

### **4. Certification Requirements**

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

- 4.1 have a minimum of three (3) years management experience at the time of applying to the Owner for certification;
- 4.2 have either:
  - (a) successfully completed two (2) units or modules of the Certified CEO Program with an Authorised Educational Institution, the Owner, or the IIDM; or
  - (b) successfully completed any two (2) units from an accredited Master of Business Administration degree or equivalent program provided by an Authorised Educational Institution, the Owner, or the IIDM; or
  - (c) successfully completed the Certified Manager 4 Day Program conducted by an Authorised Educational Institution, the Owner, or the IIDM; or
  - (d) successfully completed another Certification Course provided by an Authorised Educational Institution and approved by the Owner, or delivered by the Owner or the IIDM; and

- 4.3 subscribe to the IIDM in order to fulfill the Candidate's ongoing professional development obligations after certification; and
- 4.4 obtain the Owner's acceptance in writing that their application was successful.

## **5. Certification Process**

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 in accordance with clause 4.1 above;
- (b) verified that the Candidate is a subscriber in accordance with clause 4.3 above; and
- (c) obtained confirmation that the Candidate has successfully completed the Certification Course with an Authorised Educational Institution, the IIDM or the Owner itself as set out in clause 4.2 above.

## **6. Fees**

No fees are payable for obtaining Certification, other than the Certification Course fees in respect of 4.2 (a), (c) and (d) above. Certification fees may be payable for obtaining Certification for applicants who qualify under 4.2 (b) and (d) above and such fees will not exceed USD 2,500.00. No fees are payable for maintaining Certification other than the annual subscription fees for the IIDM, and such subscription fees will not exceed USD 264.00.

## **7. Maintenance of Certification**

- 7.1 In order to maintain Full Certification and the right to use the Mark, the Candidate must remain a subscriber in accordance with clause 4.3 above and undertake a minimum of 20 continuing professional development hours each year, as required by such subscription.
- 7.2 In the event that the Candidate with Full Certification ceases to be a subscriber in accordance with clause 4.3 above, the Candidate will have their Certification suspended by notice in writing until such time as they resume compliance with clause 4.3.

## **8. De-Certification**

The Owner shall have the right to de-certify a Candidate by notice in writing and the Candidate shall immediately cease to use to the Mark in the event that:

- 8.1 the Candidate is disqualified from acting as a company director pursuant to the Act;
- 8.2 the Candidate is found guilty of a breach of the Act, whether or not this results in disqualification as set out in clause 8.1 above;
- 8.3 the Candidate becomes bankrupt; or
- 8.4 the Candidate is convicted of any criminal offence carrying a maximum penalty of not less than twelve (12) months imprisonment.

## **9. Use of the Mark**

A successful Candidate with Full Certification may use the Mark by placing it after his/her name represented as follows and in no other manner: "CertM". A successful Candidate with Full Certification will also be able to call himself/herself a Certified Manager.

## **10. Ownership**

The Owner is the sole owner of the Mark and a successful Candidate 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.

## **11. Register**

11.1 The Owner will keep a register of Certified Candidates at its office which shall include the names, contact details and date and designation of certification of each Candidate (**Register**).

11.2 Candidates shall be required, before and after they receive certification, to notify the Owner of any changes to the Candidate's contact details, and such revised details shall be recorded in the Register.

11.3 The Register shall be made available for public inspection upon request, provided always that the personal information of Candidates shall not be disclosed to third parties without the prior consent of the relevant Candidate.

## **12. Notices**

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

12.1 being delivered by hand to the Candidate at its address as recorded in the Register;

12.2 being sent by prepaid ordinary mail to the Candidate at its address as recorded in the Register; or

12.3 being sent by email to the Candidate at his/her email address recorded in the Register;

AND the notice shall be deemed to have been given:

12.4 if delivered personally, on the date on which the notice was personally delivered;

12.5 if sent by prepaid ordinary mail within Australia, on the date being three business days after the date of posting; or

12.6 If sent by email, four (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.

## **13. Supervision**

Candidates will be audited by sample selection on a triennial basis. The audit process requires the selected Candidates to verify that they are meeting their commitment to a minimum of 20 professional development hours each year.

#### **14. Dispute Resolution**

- 14.1 If there is any dispute between the parties concerning these Rules, or the certification of or a decision not to certify a Candidate, 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.
- 14.2 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 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 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.
- 14.3 The mediator may fix the charges for the mediation which must be paid equally by the parties.
- 14.4 If the dispute is settled, all parties must sign the terms of agreement and those terms are binding on the parties.
- 14.5 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.
- 14.6 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.
- 14.7 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.

**15. Amendment**

- 15.1 These rules may be amended at any time by the Owner, subject to the provisions of the *Trade Marks Act 1995* (Cth).
- 15.2 An amendment of the regulations governing the use of a registered certification mark is not effective unless and until the amended regulations are filed with the relevant registrar and accepted by him/her.