

**INTER-CHURCH COMMISSION ON RELIGIOUS EDUCATION IN SCHOOLS (NSW)
INC
(ICCOREIS)**

RULES FOR BETTER BALANCED FUTURES SCHEME

RULES GOVERNING THE USE OF THE CERTIFICATION MARK

1. The Certification Mark is to be used to indicate that services bearing the Certification Mark have been certified by **ICCOREIS** or a **SRE Approved Provider** with respect to their origin, content, quality, style or other characteristics specified by **ICCOREIS**.
- 2.(a) In these Rules:
 - "**Application Fee**" means the fee charged by **ICCOREIS** pursuant to **Attachment A clause 2** for considering an application for a Licence.
 - "**Appeal**" means an appeal to the Registrar of Trade Marks as provided by **Attachment A clause 9(a)**.
 - "**Certification Mark**" means the mark a representation of which is contained in **the Appendix** hereto.
 - "**Services**" means the implementation through **SRE Approved Providers** of policies and procedures in relation to religious educational at schools which such policies and procedures having been endorsed by the New South Wales Department of Education.
 - "**SRE Approved Provider**" means any person licensed under these Rules to use the Certification Mark.
 - "**Licence**" means a licence to use the Certification Mark given by **ICCOREIS** in accordance with these Rules.
 - "**Licence Fee**" means any fee charged by **ICCOREIS** pursuant to these rules for a Licence.
 - "**ICCOREIS**" refers to Inter-Church Commission On Religious Education In Schools (NSW) Inc. NSW INC9875780 or other body or person registered from time to time as the proprietor of the Certification Mark in Australia and where not repugnant to the context includes the officers, servants, agents or attorneys of such body or person.
 - "**the Registrar**" means the Registrar of Trade Marks.
 - "**the Rules**" means the rules herein provided and includes any amendments hereto and any further rules made from time to time in accordance with the *Trade Marks Act 1995 (Cth)* (as amended) or other applicable laws and the provisions contained herein.
 - "**Standards**" means the standards and specifications in **Attachment A**.

- 2.(b) In these Rules where the context so permits or requires words in the singular shall include the plural and vice versa.
3. The Certification Mark is the absolute property of **ICCOREIS** and shall not be used by any person except strictly in accordance with these Rules and the Licence, or otherwise by express consent of **ICCOREIS**.
- 4.(a) The Standards, testing specifications and other guidelines and directions for the use of the Certification Mark are set out in **Attachment A**.
- 4.(b) The Standards shall at all reasonable times be available for inspection at the office of **ICCOREIS**.
- 5.(a) To determine whether or not the Services or any **SRE Approved Provider** comply with the Standards, **ICCOREIS** or another person authorised by **ICCOREIS** shall examine the Services or conduct of the **SRE Approved Provider** (as the case may be) in accordance with the tests set out in **Attachment A**. The cost of all such examination shall be borne absolutely by the relevant **SRE Approved Provider**.
- 5.(b) In determining whether or not the Services or any **SRE Approved Provider** comply with the Standards or achieve any level or standard the tests employed by or on behalf of an **SRE Approved Provider** shall be in accordance with the methods set out in **Attachment A**.
- 6.(a) **ICCOREIS** may at any time make application to vary or alter these Rules in accordance with the applicable statutory procedure but no proposed alteration to these Rules shall have effect until the Registrar has published such alteration in accordance with the provisions of Section 179 of the *Trade Marks Act 1995* or such other applicable statutory provision.
- 6.(b) **ICCOREIS** shall give notice in writing to all **SRE Approved Providers** affected by such alteration and specifying a date from which it is proposed that the alterations shall have effect.
- 6.(c) Such written notice of alteration shall be forwarded by **ICCOREIS** to each **SRE Approved Provider** in duplicate and shall set out the alteration and the date on which it is proposed to become effective. On receipt of such notice the **SRE Approved Provider** shall promptly return to **ICCOREIS** one copy of the notice together with an acknowledgment thereon signed by or on behalf of the **SRE Approved Provider** stating whether such alteration is accepted by the **SRE Approved Provider** with effect from the date specified in the notice.

- 6.(d) Unless all such **SRE Approved Providers** shall accept such alteration from the date so specified then such alteration shall take effect as from a date being three (3) months from the date on which such notice was given.
- 6.(e) The aforesaid requirement as to notice shall in the case of any person who becomes an **SRE Approved Provider** during the year preceding the proposed effective date for such alteration be satisfied if **ICCOREIS** (on or before signing such Licence) informs the **SRE Approved Provider** in writing that notice of such alteration has already been given to all other **SRE Approved Providers** and indicates the date when such notice was given.
7. **ICCOREIS** may if it so desires from time to time specify additional particulars for incorporation in the records.
8. **ICCOREIS** shall keep at its principal office a copy of the Rules and of all of the Standards aforesaid and of any amendments thereof and the said copies shall be open to public inspection during the normal business hours of the said principal office.
9. The provisions of these Rules shall prevail over any inconsistent provisions contained in any Licence agreement issued by **ICCOREIS**.

APPENDIX
Certification Mark



ATTACHMENT A

1. **The requirements an SRE Approved Provider must meet:**

An **SRE Approved Provider** may only use the Certification Mark under the following conditions:

- (a) only after being granted or issued with the Licence;
- (b) only in accordance with the provision described in the Licence;
- (c) only in accordance with these Rules described in this document;

2. **Application Fee**

ICCOREIS may charge an Application Fee for the Licence. The Application Fee shall be in the amount as prescribed by **ICCOREIS** from time to time and **ICCOREIS** shall be under no obligation to consider any application for a Licence unless and until the Application Fee has been paid.

3. **Requirements for a Licence**

Every applicant for a Licence shall:

- (a) provide to **ICCOREIS** or a duly appointed **SRE Approved Assessor** such information as either **ICCOREIS** or **SRE Approved Assessor** may request. Without limiting the generality of the foregoing, every applicant shall provide to **ICCOREIS** or **SRE Approved Assessor** (as the case may be):
 - (i) details of the manner in which it is proposed that the Certification Mark will be used;
 - (ii) details of how the applicant proposes to ensure that the Standards are complied with at all times.
- (b) provide to **ICCOREIS** or **SRE Approved Assessor** (as the case may be) documentary evidence from the Department of Education in the State or Territory in which the applicant is to provide its services under the Certification Mark that the applicant has been recognised by that Department as suitable to deliver religious education to government schools within that State or Territory (as the case may be).

4. **Refusal of Licence**

If the applicant does not provide to **ICCOREIS** or **SRE Approved Assessor** (as the case may be) such information required pursuant to clause 3(a) or the documentary evidence required pursuant to clause 3(b) **ICCOREIS** or **SRE Approved Assessor** shall so inform the applicant and the application for a Licence to use the Certification Mark shall be refused.

5. Grant of Licence

If after being provided with such information required pursuant to clause 3(a) and the documentary evidence required pursuant to clause 3(b) **ICCOREIS** or **SRE Approved Assessor** as the case may be will invite the applicant to enter into a Licence agreement for the use of the Certification Mark.

6. Licence Fee

ICCOREIS may impose a Licence Fee. The frequency of payment and the amount of the Licence Fee shall be as prescribed by **ICCOREIS** from time to time.

7. Licence Agreement

Upon execution by both **ICCOREIS** and the applicant of a Licence agreement as aforesaid and upon payment by the applicant of the applicable Licence Fee the applicant shall become entitled to use the Certification Mark in accordance with these Rules and the terms and conditions of such Licence agreement and shall subject to the provisions of the Rules remain so entitled during the subsistence of such Licence agreement. There shall be no Licence until such time as the Licence agreement is executed by **ICCOREIS** and **ICCOREIS** shall be under no obligation to execute the Licence agreement until the applicant has executed the Licence agreement and paid any Licence Fee as prescribed by **ICCOREIS**.

8. Restrictions on use of Certification Mark

- (a) The Certification Mark shall only be applied in relation Services by the **SRE Approved Provider** (in accordance with its Licence). Without limiting the generality of the foregoing, all Services to be delivered under the Certification Mark shall supplied in conformity with any Standards prescribed by **ICCOREIS** for such delivery.
- (b) The Certification Mark shall only be used by an individual or Company who has been certified/approved to the Standards by **ICCOREIS**.
- (c) The Certification Mark may be used/applied under the following conditions:
Stationery - The Certification Trade Mark may be applied to Company letterheads and other items of stationery including brochures, business cards, advertisements.
- (d) **ICCOREIS** shall conduct random audits on the use and application of the Certification Mark.
- (e) Misuse of the Certification Mark could result in the issue of a non-conformance notice and an instruction to rectify the nature of the non-conformance.

9. **Obligation of SRE Approved Provider**

The **SRE Approved Provider**:

- (a) must ensure that the reputation and integrity of the Certification Mark is maintained and respect the aims and objectives of ICCOREIS and must not:
 - (i) act in a manner that is likely to adversely affect the interests of ICCOREIS in the Certification Mark or may bring the Certification Mark or ICCOREIS into disrepute; or
 - (ii) engage in any passing off, misleading or deceptive conduct in relation to the Certification Mark or ICCOREIS.
- (b) must comply in all respects to the requirements stated in the Rules and any subsequent amendment as issued by **ICCOREIS**.
- (c) must have passed the assessment criteria as conducted by **ICCOREIS** or **SRE Approved Assessor**.
- (d) must submit to **ICCOREIS** the intention to use or display the Certification Mark e.g. letter heads prior to application of the mark.
- (d) must discontinue the use of the Certification Mark or withdraw any statement concerning the authority of the **SRE Approved Provider** to use the Certification Mark that **ICCOREIS** considers improper or contrary to the terms of use.
- (e) must notify **ICCOREIS** of significant changes to the **SRE Approved Provider's** business or operations which may influence the status of the Certification Mark.
- (f) must provide **SRE Approved Assessors** reasonable access to verify compliance to the terms and conditions of use of the Certification Mark e.g. operational records, performance data.
- (g) must provide payment of all fees (if any) within twenty (20) days of date of invoice.
- (h) must upon termination of the Licence for whatever reason immediately discontinue all use of the Certification Mark however used or applied.

10. **Record keeping**

- (a) **ICCOREIS** shall maintain records which contain:-
 - (i) the name and address of each **SRE Approved Provider**; and
 - (ii) the date of all Licence Agreements and the registration number allotted to each **SRE Approved Provider**.

- (b) **ICCOREIS** may if it so desires from time to time specify additional particulars for incorporation in the records.
- (c) **ICCOREIS** shall keep at its principal office a copy of the Rules and of all of the Standards aforesaid and of any amendments thereof and the said copies shall be open to public inspection during the normal business hours of the said principal office.

11. Review of **SRE Approved Assessor**

The **ICCOREIS** Review Committee

(a) Review Committee

- i. The review committee is an appointment of two members of **ICCOREIS** that have the responsibilities and tasks for the reviewing and approving applications for **SRE Approved Assessor**.
- ii. The review panel will assess each application for **the position of SRE Approved Assessor** on its individual merit with the emphasis placed on the following criteria:
 - 1. has the applicant been able to demonstrate experience in faith education in a public school setting; and
 - 2. has the applicant been able to demonstrate experience in faith education amongst children and young persons.
- iii. **Register of Assessors:** **ICCOREIS** will maintain a register of licensed assessors.
- iv. **Performance reviews:** will be undertaken to satisfy the review committee that the **SRE Approved Assessor** is maintaining a professional and consistent approach to **ICCOREIS** Certification.
- v. **Reporting Requirements - SRE Approved Assessors** shall be required to prepare and forward to the Licensor Review Committee, Incident Reports immediately following an identified breach or non-conformance that could have or has compromised the integrity of the Certification Mark. The **SRE Approved Provider** shall contact **ICCOREIS** where doubt exists on the use and application of the Certification Mark.
- vi. **SRE Approved Assessors** shall prepare and make lodgment to the Licensor Review Committee, on an annual basis, a report on the issue and control of the Certification Marks.

14. Use of the Certification Mark

Introduction

15.1 Disputes

- (a) If a dispute arises in relation to any matter or thing connected with these Rules (with the exception of a dispute as to the suspension or revocation of a Licence, which is to be dealt with under clause 16), the parties to the dispute must co-operate with each other and do all things reasonably necessary to confer with each other within 7 days of a party to the dispute giving notice to the other parties of the dispute.
- (b) If a matter is not resolved in accordance clause 15.1(a), a party may give to the other party a notice specifying the dispute and requiring its resolution under this clause 15.1(c) (Notice of Dispute).
- (c) Once a Notice of Dispute has been given, the parties to the dispute will act in accordance with the following process:
 - (i) the principal executive officers, or their nominee, of each party must confer within 7 Business Days after the Notice of Dispute is given to try to resolve the dispute (First Period);
 - (ii) if the dispute is not resolved within the First Period, the dispute is by this clause 15.1(c)(ii) submitted to determination by an Expert (Hearing). The Hearing must be conducted In New South Wales. The provisions of the Rules for Expert Determination of Commercial Disputes as published by the Institute of Arbitrators and Mediators Australia apply, except to the extent that they are inconsistent with this clause 15.1(c);
 - (iii) if the parties have not agreed upon the Expert and the Expert's remuneration within 7 Business Days after the First Period:
 - (1) the Expert is the person appointed by; and
 - (2) the remuneration of the Expert is the amount or rate determined by;
the President of the law Society of New South Wales (President) or the President's nominee, acting on the request of any party to the dispute;
 - (iv) after considering such evidence as the parties may submit, including evidence requested by the Expert, and after each party has had an opportunity of being heard, the Expert shall decide the matter;
 - (v) the parties must pay the Expert's remuneration in equal shares. Each party must pay its own costs of the Hearing: and

- (vi) in this clause 15.1(c) "Expert" has the same meaning given in the Rules for Expert Determination of Commercial Disputes as published by the Institute of Arbitrators and Mediators Australia, as amended from time to time.
- (d) This clause 15 does not prevent any party from obtaining any injunctive, declaratory or other interlocutory relief from a court which may be urgently required.

16.1 Terms & Conditions for Suspending or Revoking a Licence

ICCOREIS may suspend or revoke a Licence if the **SRE Approved Provider**:

- (a) fails to use the Certification Mark in accordance with the Licence agreement;
or
 - i. commits a breach or fails to comply with the Rules; or
 - ii. uses the Certification Mark in a way that in the opinion of **ICCOREIS** might be misleading to the public; or
 - iii. fails to pay the fees, costs or charges (if any) payable under terms of the Licence agreement; or
 - iv. becomes bankrupt, applies to take the benefit of any law for the relief of bankrupt or insolvent debtors or makes any arrangement or composition with its creditors, or if a company enters into liquidation (whether compulsory or voluntary, but not including voluntary liquidation for the purposes of reconstruction) or has an administrator or receiver appointed for its business,
- (b) The **SRE Approved Provider** shall remain suspended until the **SRE Approved Provider** can satisfy **ICCOREIS** or **SRE Approved Assessor** that the breach or reason for suspension of the Licence has been rectified.
- (c) If after twenty (20) days of receipt of notice of suspension the **SRE Approved Provider** is unable to satisfy **ICCOREIS** or **SRE Approved Assessor** that the breach has been rectified, **ICCOREIS** may revoke the Licence.
- (d) Any decision made under this Section or Sub-sections is binding pending appeal.
- (e) **ICCOREIS** shall issue instruction for the removal of the Certification Mark from the articles where the mark is applied, e.g. stationery.

16.2 Right of Appeal

- (a) Right to appeal is available for:

- i. Applicants seeking to appeal an unsuccessful application for a Licence; and;
 - ii. **SRE Approved Providers** seeking to appeal a decision made for suspension or revocation.
- (b) **SRE Approved Providers** seeking to appeal a decision for suspension or revocation shall advise **ICCOREIS** in writing within ten (10) days of receipt of notification pertaining to the decision.
- (c) The person or organisation who will bear and determine an appeal ("the adjudicator") shall be agreed to by the parties within twenty (20) days of **ICCOREIS** receiving written notification of the **SRE Approved Providers** intention to appeal.
- (d) If no agreement can be made on the appointment of the adjudicator **ICCOREIS** shall appoint three (3) assessors to act as independent adjudicators.
- (e) The adjudicator shall determine the procedure of an appeal and interested parties shall comply with that procedure.