

DRONE TEST AND TAG PRODUCT CERTIFICATION



**Drone
TEST & TAG**

Trade Marks Reg. No's 1970176 and 1970177

RULES FOR GOVERNING THE SCHEME

WEPARK PTY LTD ACN 605 305 217

1 Introduction

- 1.1 WePark Pty Ltd (ACN 605 305 217) (“**WePark**”) has created a set of standards and processes for testing drone technology to check for potential defects and hazards. The standard and process is a benchmark for organisations using drones to regularly assess the condition of the drones they operate, or drones that others may wish to operate, in and around workplaces.
- 1.2 WePark owns the certification trade marks known as the Drone Test & Tag word and logo marks (the “**Marks**”) registered under the *Trade Marks Act 1995* (Cth) as Trade Mark No.’s 1970176 and 1970177 as set out in Schedule 1.
- 1.3 Subject to these Rules, an Applicant may be granted a non-exclusive Licence to use the Marks on a Product (as defined in these Rules) where either WePark or another person authorised by WePark (a “**Certifier**”) certifies that the Product conforms to the Standard.
- 1.4 The aim of the Drone Test and Tag Product Certification Program is to ensure that Products bearing the Marks are free from major defects and are safe to operate. Certification will provide comfort to community stakeholders, as well as the organisations themselves, that Products bearing and certified with the Marks and operating in and around their workplaces or public places have been checked for defects before being operated.
- 1.5 Use of the Marks is not limited to Products provided or originating in Australia. Subject to these Rules, the Marks may be used on Products that are manufactured or distributed outside Australia.
- 1.6 WePark has filed a copy of these Rules with IP Australia in accordance with section 173 of the Act.

2 Definitions and Interpretation

- 2.1 In these Rules, unless the contrary intention appears:
 - (a) **ACCC** means the Australian Competition and Consumer Commission and any successor thereto having the exercise of powers to approve rules governing the use of certification trade marks registered under the Act.
 - (b) **Act** means the *Trade Marks Act 1995* (Cth);
 - (c) **Applicant** means a Person that applies to a Certifier requesting a Licence to use the Marks;
 - (d) **Business Day** means a day other than a Saturday or Sunday or an Australian public holiday or public holiday in the State of Victoria;
 - (e) **Certificate** means the documentation issued to the Licensee under the Certifier's Certification Scheme as evidence that the Licensee has been granted both Certification and the Licence to use the Marks.
 - (f) **Certification Scheme** means a service for certification administered by a Certifier and accepted by WePark for the purpose of licensing the Marks;
 - (g) **Certifier** means either WePark or a Person authorised by WePark to administer a Certification Scheme under which Applicants may be granted Licences to use the Marks;
 - (h) **Certifier's Terms** has the meaning given in sub-Rule 4.3.
 - (i) **Claimant** has the meaning given in Rule 7;
 - (j) **Assessment Fee** means the fee set by WePark (or a Certifier) for assessment of the Products in order to be certified and licensed as set out in Schedule C;
 - (k) **Licence** means a licence allowing a Person to use the Marks in accordance with the Licence Terms;

- (l) **Licence Terms** means all terms and conditions under which a Person is permitted to use the Marks and includes these Rules (as amended from time to time), the Certifier's Terms and any special condition, qualification or restriction set out in the Certificate;
- (m) **Licensee** means a Person that is granted a licence to use the Marks in accordance with the Licence Terms;
- (n) **Marks** means the trade Marks set out in Schedule 1;
- (o) **Person** includes a body of persons whether incorporated or not;
- (p) **Product** means goods or services or a combination of goods and services provided or dealt with by a Person in the course of trade. A reference to using the Marks "on a Product" is deemed a reference to displaying the Marks on the Product itself or on packaging used for delivering the Product, or on any drawing, designs, reports, brochures, marketing or advertising, online or in social media associated with the Product;
- (q) **Rules** means these rules, governing the use of the Marks;
- (r) **Sign** means a sign as defined in the Act;
- (s) **Standard** means a standard that can be applied in assessment and certification of the Product with reasonable certainty in accordance with the process set forth in Schedule 2.

3 Authorised Certifiers

- 3.1 Within the meaning of s173(2)(a) of the Act, WePark may authorise one or more Persons to act as a Certifier and to grant Licences allowing Licensees to use the Marks in accordance with the Licence Terms.
- 3.2 From time to time, and subject always to terms of agreement with the individual Certifier, WePark may, appoint additional Certifiers, replace a Certifier with another Certifier or revoke its authorisation of a Certifier to grant Licences.

4 Administration of the Certification Scheme

- 4.1 Applicants are required to submit their Products for certification to the Certification Scheme by lodging a request following the instructions on the website and/or within the processes created for doing so within their organisation.
- 4.2 Each Certifier must administer a Certification Scheme that, in the opinion of WePark:
 - (a) provides Certification that a Person provides Products conforming to the requirements of the Standard;
 - (b) is conducted using processes and procedures that conform to the Standard as set out in Schedule 2 on conformity assessment for product Certification.
 - (c) includes procedures for initial inspection and testing of the Products proposed for Certification;
 - (d) is promoted and conducted in a manner that complies with the *Competition and Consumer Act 2010* (Cth);
 - (e) does not mislead or deceive third parties as to the nature, scope or extent of Certification offered under the Certification Scheme.
- 4.3 The Certifier must maintain contemporaneous documentation that describes the processes and procedures used to administer its Certification Scheme and must make such documentation available to any Person requesting it.
- 4.4 A Certifier must:

- (a) maintain written contractual terms (“**Certifier’s Terms**”) consistent with these Rules and under which the Certifier contracts with Persons for the provision of certification and the granting of Licences to use the Marks; and
 - (b) keep WePark informed of the Certifier’s Terms and any changes to them.
- 4.5 If there is any inconsistency between the Certifier’s Terms and these Rules, then these Rules will prevail.
- 4.6 A Certifier must keep detailed records in relation to:
 - (a) each Applicant requesting a Licence to use the Marks;
 - (b) the Licensees granted a Licence to use the Marks, the Certification undertaken to grant each such Licence, the Terms under which the Licence was granted and any restrictions on the Licence;
 - (c) those Applicants refused a Licence to use the Marks; and
 - (d) any renewal, revocation, alteration, suspension, termination, surrender or restoration of a Licence to use the Marks.
- 4.7 A Certifier may operate a Certification Scheme under which the Marks are used in combination with other Signs, subject to WePark in its absolute discretion having approved the Marks being used in such combination.
- 4.8 Applicants may elect to withdraw its Products from the Certification process at any time.

5 Certification Assessment

- 5.1 Certification under the Certification Scheme will consist of the following four (4) stages:
 - (a) Qualification;
 - (b) Assessment;
 - (c) Determination; and
 - (d) Audit.
- 5.2 In order to request certification, the Applicant will notify the Certifier either:
 - (a) through the publicly available process as set forth on the Drone Test & Tag website [**hyperlink – tba**]; or
 - (b) through the process contained in the Applicant’s relevant workplace procedures.The process will include the nomination of a date, time and place for the assessment to take place and include details about the applicable Assessment Fee.
- 5.3 The Certifier must assess the Applicant’s Products to determine whether they meet the Standard as set out in Schedule 2. In order to assess the Products, the Applicant must cooperate with the Certifier, and its employees, agents and contractors and must provide all information and access the Certifier requires to assess the Applicant’s products for Certification. The Applicant must promptly comply with any reasonable request of the Certifier relating to the assessment and Certification of the Applicant’s Products.
- 5.4 If the Certifier is satisfied that:
 - (a) The Applicant meets the requirements for Certification in accordance with the Standard; and
 - (b) The Applicant is not in breach of the Licence Terms (including payment of Certification Fees);then the Certifier must:
 - (c) grant the Certification and Licence to use the Marks; and
 - (d) provide documentation (a “**Certificate**”) to the Licensee as evidence that the Licensee has been granted both Certification and the Licence to use the Marks.

5.5 If the Certifier is not satisfied that the Certification is appropriate, the Certifier must advise the Applicant promptly in writing, setting out the grounds for not granting the Certification.

6 Terms of Certification and Licence Terms

6.1 The Certificate must set out the date on which the Certification and the Licence expire and must include any special conditions, qualifications or restrictions in respect of the Licensee's Certification and Licence.

6.2 A Licensee must only use the Marks or claim by implication an entitlement to use the Marks in relation to the Products which are covered by the licence and which comply with the Standard.

6.3 The Licensee must maintain its Products at the standard required for the Certification and must comply with all reasonable requirements that the Certifier considers necessary to ensure that Certification continues to be appropriate in accordance with the Licence Terms.

6.4 The Licensee must promptly inform the Certifier of any change in its Products that may affect the appropriateness of the Certification, including:

- (a) i.e. any significant change or modification (regardless of cause and whether accidental or deliberate) to the Products covered by the Certification;
- (b) any change in ownership or control of the Licensee

6.5 The Licensee must not engage in any conduct that may or is likely to mislead, deceive or confuse any person in relation to the Licensee's Certification or otherwise misrepresent the nature, status, scope or effect of the Certification. The Licensee must promptly comply with any directions given by the Certifier to correct any conduct or representation that the Certifier considers to be in breach of this sub-Rule 7.4. Any compliance with a Certifier's directions does not absolve the Licensee from any conduct or misrepresentations previously made, nor pass any liability onto the Certifier for such conduct or misrepresentations.

6.6 The Licensee must pay within 30 days from the date of any invoice:

- (a) Any Assessment Fees set by the Certifier in relation to administering the Licence and in relation to any services provided in assessment, auditing, supervising, inspecting or testing;
- (b) The costs of additional or unscheduled visits including the costs of special visits requested or those associated with a breach or potential breach of the Licence.

6.7 The Licensee is not entitled to any refund of fees paid or costs incurred in the event of any relinquishment, revocation, alteration or suspension of the Licence for any reason whatsoever.

6.8 Upon the termination of the Licence (however the Licence is terminated) the Licensee must immediately discontinue all use of the Marks and all advertising material, packaging and other matter which contains the Marks or any reference to them. Any Products not already disposed of by the Licensee which bear the Marks must, if the Certifier so requires, be dealt with at the Licensee's expense so as to erase the Marks.

6.9 The Certificate remains the property of the Certifier and must be promptly returned on reasonable request of the Certifier or on expiry or cancellation of the Certification. At no time must the Certificate be altered, modified, defaced or destroyed without the Certifier's written consent.

7 Review

- 7.1 An Applicant or Licensee (**Claimant**) may apply for review of a decision by the Certifier under sub-Rule 5.1 (the **Decision**) by written request (the **Request**) to the Certifier. The Request must be made within 21 days of receipt of the Decision and include all the grounds on which review of the Decision is sought.
- 7.2 Within 21 days of receipt of the Request and unless the Certifier has amended the Decision to the satisfaction of the Claimant, the Certifier must:
- (a) consider the Request, and, in doing so, may refer to or appoint any other person as the Certifier sees fit to assist them in reviewing the Decision;
 - (b) make a determination on whether the Decision is substantially correct or whether the Decision should be changed pursuant to the Request (the **Determination**); and
 - (c) record the Determination in writing including the reasons for the Determination.
- 7.3 Within 7 days of making the Determination, the Certifier (or the Certifier's delegate) must provide a copy of the Determination and the reasons for the Determination to the Certifier and the Claimant.
- 7.4 Subject to Rule 8 below and within 21 days of receipt of the Determination, the Certifier must take the necessary steps to implement the Determination and must inform the Claimant of the steps taken to implement the Determination.

8 Dispute Resolution

- 8.1 If the Determination confirms the Decision and the Claimant is not satisfied with the Determination, WePark will meet within ten (10) business days of receiving from the Claimant written notice requesting the same. The meeting between the parties will either be held at the regular business offices of WePark or a location as agreed by the parties, or via teleconference.
- 8.2 If the Dispute is not resolved at the meeting described in rule 8.1, WePark and the Claimant agree to appoint, within one month of that meeting, an appropriately qualified independent person or body to hear and make a determination on the dispute. In the event that WePark and the Claimant cannot agree on a person to determine the dispute, the last chairperson of the WePark board of directors will be given the authority to nominate and appoint such a person. WePark and the Claimant agree that any decision made by the independent person appointed to resolve the dispute will be confidential and be binding on them.

7 General

- 7.1 WePark does not warrant or represent that the use of the Marks is guaranteed to confer any financial or other benefit on an Applicant, and to the full extent permitted by law, WePark excludes all liability for loss, damage or liability suffered or incurred by an Applicant in reliance on the Marks. To the extent that any liability of WePark is not excluded by this Rule it is limited, to the full extent permitted by law, to an obligation to supply the relevant services that it has provided under these Rules.
- 7.2 While WePark will use reasonable efforts to ensure that all uses of the Marks are made in accordance with these Rules, it will not be held responsible for any damage, loss or liability suffered or incurred by any Applicant by the breach of these rules by another Applicant or by any use of the Marks by any other party.

- 7.3 WePark shall establish and maintain a register which shall contain details of all licensed users of the Marks. The register shall be kept at the principal office of WePark and shall be open to the inspection of the public during the normal business hours of the said principal office.
- 7.4 Applicants who use the Marks pursuant to these Rules do not do so as agents or actors of WePark. WePark accepts no responsibility for the acts or omissions of any use by the Applicant or any other party.
- 7.5 WePark may amend these rules from time to time with the prior consent of the Australian Competition and Consumer Commission. Any changes which have an effect on Applicants will be advised by WePark in writing to all Applicants within ten (10) business days of the amended rules coming into operation.

DRAFT



App. No. 1970177

Drone
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Schedule 2 – Drone Test and Tag Product Certification (Standard)

This Standard specifies the criteria products must meet for compliance with the Drone Test and Tag Product Certification (Standard).

This Standard covers: civilian drones; unmanned vehicles; air vehicles; operator-controlled vehicles; remote controlled vehicles; remotely operated vehicles; unmanned transportation robots.

For Product to meet this Standard:

- a) The Applicant must submit the Product for testing in compliance with either the publicly available process, or in accordance with the relevant process for their workplace.

Testing for conformance to Standards is performed by Certifiers using test plans developed by WePark (the “**Drone Tag & Test Product Certification Assessment**”).

- b) In order to successfully pass test plans, a product must pass all mandatory test cases and any optional test cases that are applicable to the product based on the functionality it supports as set out in the Drone Tag & Test Product Certification Assessment. In addition to the explicit functionality being checked by the test cases, the submitted product must not exhibit any behaviour that is contrary to the behaviour detailed in the underlying specifications in order to be considered to have passed a test plan.

Products are certified for 6 months or 40 hours of flight time, whichever occurs first (or other period as granted at WePark 's discretion) and stated on the certification notice, after which certification must be renewed by undertaking a new assessment and paying the then current Assessment Fees.

Assessment Fees will vary depending on the type of Product tested, and are as set out on the publicly available process, or in accordance with the relevant process for the applicable workplace.